AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ December 19, 2013 at 7:00 PM

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

1. Open meeting, Invocation, Pledges of Allegiance

2. Roll Call

3. Staff Comments:

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

5. Update from the Greater Leander Chamber of Commerce

CONSENT AGENDA: ACTION

6 Approval of the minutes: December 5, 2013

7 Acceptance of Subdivision Infrastructure Improvements for Pecan Creek, Phase 1

8. Acceptance of Subdivision Infrastructure Improvements for Vista Ridge, Phase 2B

PUBLIC HEARING: ACTION

9. **a. Public Hearing** on Ordinance Case #13-OR-004: Consider amending sections of article 14.200, the Composite Zoning Ordinance, to modify the GC, General Commercial and LI, Light Industrial Use Components and the Type 3 Site Component

   b. Action on Ordinance Case #13-OR-004: amending Article 14.200, the Composite Zoning Ordinance, to modify GC, General Commercial and LI, Light Industrial Use Components and the Type 3 Site Component

REGULAR AGENDA

10. Presentation regarding proposed development of the Caughfield Property with the City's ETJ

11. Consider a Development Agreement between the City of Leander and Crescent Properties,

12. Consider an Ordinance consenting to the creation of the Crescent Properties Municipal Utility District

13. Consider a Facilities Agreement between the City and Crescent Properties. for facilities related to the Crescent Properties Municipal Utility District

14. Consider an Ordinance identifying Projects to be funded from the Tax Increment Fund; establishing Sub accounts in the Tax Increment Fund; and providing for related matters

15. Consider a Policy for Naming City Parks & Recreation Facilities

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

17. Consider appointment to the Board Selection Committee

18. Discuss and Consider a Non-Profit Liaison

19. Consider appointment to the Brushy Creek Regional Utility Authority (BCRUA) Board of Directors and/or Citizen Director

20. Consider Consulting Agreement with Pix Howell

21. Council Members Closing Statements

22. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. **Please call the City Secretary at 512/ 528-2743 for information**. Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may call 512/ 528-2800. I certify that the above agenda for this Meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall, in Leander, Texas, on the 13th day of December, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

_____

Debbie Haile TRMC, City Secretary

MINUTES

WORK SESSION
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 Work session
   Mayor Fielder opened the work session at 6:12 p.m.

2. Roll Call
   All Council Members present except Council Member Cantwell

3. Discuss Public Improvement Districts and provide direction to staff regarding two proposals for the creation of Public Improvement Districts for new residential developments
   Presentation from Chris Allen with First Southwest and Tom Pollan with Bickerstaff & Heath
   Steve Metcalf and Rick Rosenberg, representatives for the Developer also gave a presentation

4. Close Worksession
   Mayor Fielder closed the work session at 7:03 p.m.

REGULAR CITY COUNCIL MEETING:

1. Open meeting, Invocation, Pledges of Allegiance
   Mayor Fielder opened the meeting at 7:08 p.m. and welcomed those in attendance
   Mayor Pro Tem Dishongh delivered the invocation

2. Roll Call
   All present

3. Staff Comments:
   Steve Bosak, Parks & Recreation Director talked about the Parade & Tree Lighting

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

5. Update from Williamson County Children's Advocacy Center from Brenda Staples
   Sponsored by Mayor Fielder
   Brenda Staples, Executive Director of the Williamson County Children's Advocacy Center gave a presentation

6. Update from Bill Pohl on the retail development, as previously discussed in work session
Bill Pohl gave an update from the previous work session

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

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

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

Mayor Fielder announced that this item was withdrawn by the applicant

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
Tom Yantis, Director of Development Services explained

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

13. Consider a License Agreement for the installation of landscaping, irrigation, and maintenance within the City right-of-way for the Pecan Creek 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 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
Tom Yantis, Director of Development Services explained

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

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
Tom Yantis, Director of Development Services explained

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

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
Tom Yantis, Director of Development Services explained

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

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
Tom Yantis, Director of Development Services explained

Motion made by Council Member Navarrette to approve with modification as explained by Mr. Yantis. Second by Mayor Pro Tem Dishongh. Motion passes, all voting "aye"

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)
Tom Yantis, Director of Development Services explained

Motion made by Council Member Siebold to approve not to exceed $54,000. For the basic services plus reimbursable expenses. Second by Council Member Garcia. Motion passes, all voting "aye"

19. Consider an ordinance establishing a No Through Trucks Zone on County Road 290 and amending the definition of "Trucks"
Wayne Watts, City Engineer explained

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

20. Consider Award of Construction Contract for the Leander Water Tower Streetscape Improvements Project
Pat Womack, Director of Public Works explained

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

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
Robert Powers, Finance Director explained

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

22. Consider appointments to the Veterans Park Committee, Economic Development Committee, Parks & Recreation Advisory Board and Library Foundation Board
No motions were made. Mayor Fielder asked the Board Selection Committee to meet within the next few weeks. The Veterans Park Committee appointments will be on the next agenda on December 19, 2013.

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

24. Adjournment
With there being no further business, the meeting adjourned at 8:38 p.m.

Council reconvened into work session at 8:40 p.m.

Worksession adjourned at 9:47 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary

Executive Summary

December 19, 2013

Council Agenda Subject: Consider Acceptance of Subdivision Infrastructure Improvements for Pecan Creek, Phase 1

Background: The subdivision infrastructure improvements required for Pecan Creek, Phase 1 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on December 19, 2013 which will provide warranty and maintenance coverage for the infrastructure improvements through December 19, 2015. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Pecan Creek, Phase 1.

Attachments: Engineer's Concurrence Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

RANDALL
JONES &
ASSOCIATES
ENGINEERING
INC.

1212 East Braker Lane • Austin, Texas 78753

ENGINEER'S CERTIFICATE OF COMPLETION

Owner of Property:
Jen Texas III, L.L.C.

Kind of Project, Contract Identification:
Pecan Creek Phase 1

Name of Contractor: Cash Construction Company, Inc.

Name of Consulting Engineer: Randall Jones & Associates Engineering, Inc. / TBPE Reg. No. F-9784

Address of Consulting Engineer: 1212 E. Braker Ln., Austin, TX 78753

I certify that this Project was at least 95% complete on August 9, 2013, with the exception of final detailed lot grading; that the project was under observation, under the supervision of City of Leander; that to the best of my knowledge the Project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" have been furnished to the City.

This concurrence letter does not include the inspection or approval of any ADA related improvements. The opinion expressed in this letter is based on a general visual inspection of the project. As engineer, I was not engaged to perform inspection services during construction.

R.B.J

Signature
Texas Registration Number
92671

T: engconc

STATE OF TEXAS
R. BRENT JONES
92671
LICENSED
PROFESSIONAL ENGINEER

9/4/13

(512) 836-4793 • Fax 512-836-4817
TBPE Reg No. F-9784

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS § Bond No. MNT9118473

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Cash Construction Company, Inc. as Principal, whose address is 18607 Heatherwilde, Pflugerville, Texas 78660 and Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company a Corporation organized under the laws of the State of Maryland, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Two Hundred Six Thousand Five Hundred Nineteen and 32/100's Dollars ($206,519.32) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Pecan Creek Phase 1 – Streets, Water, Offsite Wastewater – Two Creek Crossing, Drainage, Offsite Water, Erosion Improvements (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of two (2) years after acceptance by the Obligee, against all defects in workmanship and materials which may become apparent during said period;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal keeps and perform the requirement of the Obligee's ordinances and this Maintenance Bond to maintain the improvements and keep the same in good repair and shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of two (2) years from and after the date of acceptance by the Owner, then this obligation shall be void, otherwise to remain in full force and effect, and Owner shall have and cover from said Principal and Surety damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said improvements shall continue throughout the maintenance period, and the same shall not be diminished in any manner from any cause during said time..

Principal agrees to repair or reconstruct the improvements in whole or in part at any time within the four year period to such extent as the Obligee deems necessary to properly correct all defects except for normal wear and tear. If the Principal fails to make the necessary corrections within ten days after being notified, the Obligee may do so or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and keep in good repair the improvements for a period of four years from the date of acceptance; it being understood that the purpose of this Maintenance Bond is to cover all defective conditions

arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety agrees to pay the Obligee loss and expense incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the improvements are constructed.

This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to the performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7th day of August, 2013.

Cash Construction Company, Inc.
Principal

By: _____

Title: Gary Stewart, Vice President

Address: _____

P.O. Box 1279

Pflugerville, Texas 78691

Fidelity and Deposit Company of Maryland,
Colonial American Casualty and Surety Co.
Surety

By: _____

Title: David S. Ballew, Attorney-In-Fact

Address: _____

1400 American Lane, Tower I, 18th Floor

Schaumburg, IL 60196-1056

The name and address of the Resident Agent of Surety is:

Ballew Insurance Agency, Inc., David S. Ballew Insurance

8140 N. Mopac Expy, Bldg. 1, Suite 100, Austin, Texas 78759

(Seal)

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David S. BALLEW, of Austin, Texas,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 12th day of December, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Eric D. Barnes

Assistant Secretary
Eric D. Barnes

James M Carroll

Vice President
James M. Carroll

State of Maryland
City of Baltimore

On this 12th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

POA-F 168-0087B

Fidelity and Deposit Companies
Home Office: 3910 Keswick Road Baltimore, MD 21211

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

APPLICATION FOR PAYMENT

CONTRACTOR:
CASH CONSTRUCTION COMPANY, INC.
P.O. BOX 1279
PFLUGERVILLE, TEXAS 78691
(512) 251-7872
Fax (512) 990-5609

OWNER:
GEHAN HOMES, LTD.
3815 SOUTH CAPITAL OF TEXAS HIGHWAY, STE. 275
AUSTIN, TEXAS 78704

PROJECT NAME: **PECAN CREEK, PHASE 1**
CASH JOB NO: 673

PROJECT DATE AS OF:	08/12/2013
BILLED TO PAY REQUEST NO.:	7-Retainage
TOTAL WORK COMPLETED TO DATE	$2,065,193.15
RETAINAGE:	$0.00
AMOUNT DUE THIS ESTIMATE:	$2,065,193.15
PREVIOUS BILLINGS:	$1,961,933.49
CURRENT AMOUNT DUE	$103,259.66

CONTRACT DATE:	02/15/2013
ORIGINAL CONTRACT AMOUNT:	**$2,084,854.90**
CHANGE ORDER #1	-$68,071.90
CHANGE ORDER #2	$33,200.00
CHANGE ORDER #3	$9,361.80
CHANGE ORDER #4	$5,848.35
CHANGE ORDER #5	
REVISED CONTRACT AMOUNT:	**$2,065,193.15**

Contractor's Representative — Date 08/12/13

Engineer Representative — Date 8/27/13

Owner's Representative — Date

STATE OF TEXAS
ANDREW A. CHANIS
102801
LICENSED
PROFESSIONAL ENGINEER

9/9/13

THIS DOCUMENT IS SIGNED & SEALED TO CERTIFY THE FINAL COST OF THE PROJECT IN ACCORDANCE WITH CITY OF LEANDER CODE SECTION A3.003 ONLY.

TO: GEHAN HOMES, LTD.
3815 SOUTH CAPITAL OF TEXAS HIGHWAY, STE. 275
AUSTIN, TEXAS 78704

FROM: CASH CONSTRUCTION COMPANY, INC.
P.O. BOX 1279
PFLUGERVILLE TX. 78691

APPLICATION FOR PAYMENT

JOB NAME: PECAN CREEK, PHASE 1
JOB# 673
ESTIMATE # 7-Retainage
DATE 08/12/2013
ORIG. AMOUNT $2,084,854.90
REV. AMOUNT $2,065,193.15
RETAINAGE 5%

TOTAL WORK THIS ESTIMATE	$0.00
TOTAL COMPLETED TO DATE	$2,065,193.15
LESS RETAINAGE	$0.00
TOTAL DUE TO DATE	$2,065,193.15
PREVIOUS BILLINGS	$1,961,933.49
AMOUNT DUE THIS ESTIMATE	$103,259.66

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
	STREETS										
	CLEARING (ROW)	SY	20,335.00	$10,167.50	$0.50	20,335.00	0.00	$0.00	20,335	$10,167.50	100.00%
	CLEARING (OTHER)	SY	79,070.00	$39,535.00	$0.50	79,070.00	0.00	$0.00	79,070	$39,535.00	100.00%
	EXCAVATION (ROW)	SY	20,335.00	$50,837.50	$2.50	20,335.00	0.00	$0.00	20,335	$50,837.50	100.00%
	SUBGRADE PREPARATION	SY	14,796.00	$22,194.00	$1.50	14,796.00	0.00	$0.00	14,796	$22,194.00	100.00%
	IMPORT MATERIAL (CONTRACTOR QUANTITY)	CY	28,133.00	$168,798.00	$6.00	28,133.00	0.00	$0.00	28,133	$168,798.00	100.00%
	PLACE MATERIAL PER GRADING PLAN	LS	1.00	$128,000.00	$128,000.00	1.00	0.00	$0.00	1	$128,000.00	100.00%
	15" BASE	SY	9,924.00	$109,164.00	$11.00	9,924.00	0.00	$0.00	9,924	$109,164.00	100.00%
	18" BASE	SY	4,872.00	$68,208.00	$14.00	4,872.00	0.00	$0.00	4,872	$68,208.00	100.00%
	VALLEY GUTTER	LF	90.00	$13,500.00	$150.00	90.00	0.00	$0.00	90	$13,500.00	100.00%
	CURB & GUTTER	LF	5,642.00	$67,704.00	$12.00	5,642.00	0.00	$0.00	5,642	$67,704.00	100.00%
	1.5" HOT MIX	SY	7,465.00	$67,185.00	$9.00	7,465.00	0.00	$0.00	7,465	$67,185.00	100.00%
	2" HOT MIX	SY	3,809.00	$41,899.00	$11.00	3,809.00	0.00	$0.00	3,809	$41,899.00	100.00%
	BARRICADE	EA	2.00	$1,500.00	$750.00	2.00		$0.00	2	$1,500.00	100.00%
	STREET SIGNS	EA	8.00	$3,200.00	$400.00	8.00		$0.00	8	$3,200.00	100.00%
	SIDEWALKS	LF	1,846.00	$29,536.00	$16.00	1,846.00		$0.00	1,846	$29,536.00	100.00%
	DRIVEWAY (POND ACCESS)	LF	37.00	$2,775.00	$75.00	37.00	0.00	$0.00	37	$2,775.00	100.00%
	EMERGENCY ACCESS WITH GATE	LS	1.00	$22,000.00	$22,000.00	1.00		$0.00	1	$22,000.00	100.00%
	STAKING	LF	6,355.00	$6,355.00	$1.00	6,355.00	0.00	$0.00	6,355	$6,355.00	100.00%
	RESET PINS	LS	1.00	$5,000.00	$5,000.00	1.00		$0.00	1	$5,000.00	100.00%
	CURB RAMPS	EA	14.00	$13,300.00	$950.00	14.00	0.00	$0.00	14	$13,300.00	100.00%
	ROUGH CUTS	LS	1.00	$3,500.00	$3,500.00	1.00	0.00	$0.00	1	$3,500.00	100.00%
	DEMOLITION OF EXISTINS STRUCTURES (COORDINATE WITH OWNER)	LS	1.00	$10,000.00	$10,000.00	1.00	0.00	$0.00	1	$10,000.00	100.00%
	GRADING VERIFICATION	LS	1.00	$2,500.00	$2,500.00	1.00		$0.00	1	$2,500.00	100.00%
	TOTAL STREETS			$886,858.00				$0.00		$886,858.00	
	WASTEWATER										
	6" PVC	LF	172.00	$3,612.00	$21.00	172.00	0.00	$0.00	172	$3,612.00	100.00%
	8" PVC SDR26 8'-10'	LF	2,166.00	$60,648.00	$28.00	2,166.00	0.00	$0.00	2,166	$60,648.00	100.00%
	DOUBLE SERVICE	EA	31.00	$19,375.00	$625.00	31.00	0.00	$0.00	31	$19,375.00	100.00%
	SINGLE SERVICE	EA	2.00	$1,200.00	$600.00	2.00	0.00	$0.00	2	$1,200.00	100.00%
	TRENCH SAFETY	LF	2,370.00	$2,370.00	$1.00	2,370.00	0.00	$0.00	2,370	$2,370.00	100.00%
	MANHOLES	EA	18.00	$61,200.00	$3,400.00	18.00	0.00	$0.00	18	$61,200.00	100.00%
	EXTRA DEPTH MANHOLES	VLF	13.00	$3,250.00	$250.00	13.00	0.00	$0.00	13	$3,250.00	100.00%
	STAKING	LF	2,370.00	$2,607.00	$1.10	2,370.00	0.00	$0.00	2,370	$2,607.00	100.00%
	ADJUST MANHOLE CASTINGS	EA	18.00	$4,050.00	$225.00	18.00	0.00	$0.00	18	$4,050.00	100.00%
	STAKING SERVICES	LS	1.00	$2,500.00	$2,500.00	1.00	0.00	$0.00	1	$2,500.00	100.00%
	TOTAL WASTEWATER			$160,812.00				$0.00		$160,812.00	
	OFFSITE WASTEWATER - TWO CREEK CROSSINGS										
	6" PVC SDR26 0'-8'	LF	435.00	$11,310.00	$26.00	435.00	0.00	$0.00	435	$11,310.00	100.00%
	8" PVC SDR26 8'-10'	LF	269.00	$7,532.00	$28.00	269.00	0.00	$0.00	269	$7,532.00	100.00%
	8" PVC SDR26 10'-12'	LF	101.00	$3,030.00	$30.00	101.00	0.00	$0.00	101	$3,030.00	100.00%
	8" PVC SDR26 12'-14'	LF	114.00	$3,648.00	$32.00	114.00	0.00	$0.00	114	$3,648.00	100.00%
	8" PVC SDR26 14'-16'	LF	106.00	$5,300.00	$50.00	106.00	0.00	$0.00	106	$5,300.00	100.00%
	8" PVC SDR26 16'-18'	LF	88.00	$6,600.00	$75.00	88.00	0.00	$0.00	88	$6,600.00	100.00%
	8" PVC SDR26 18'-20'	LF	19.00	$2,090.00	$110.00	19.00	0.00	$0.00	19	$2,090.00	100.00%
	TRENCH SAFETY	LF	1,132.00	$1,132.00	$1.00	1,132.00	0.00	$0.00	1,132	$1,132.00	100.00%
	MANHOLES	EA	3.00	$10,500.00	$3,500.00	3.00	0.00	$0.00	3	$10,500.00	100.00%
	BOLTED COVER MANHOLES	EA	3.00	$750.00	$250.00	3.00	0.00	$0.00	3	$750.00	100.00%
	EXTRA DEPTH MANHOLES	VLF	12.00	$3,000.00	$250.00	12.00	0.00	$0.00	12	$3,000.00	100.00%
	STAKING	LF	1,132.00	$1,245.20	$1.10	1,132.00	0.00	$0.00	1,132	$1,245.20	100.00%
	ADJUST MANHOLE CASTINGS	EA	3.00	$675.00	$225.00	3.00	0.00	$0.00	3	$675.00	100.00%
	CONNECTION TO EXISTING MH	EA	2.00	$9,000.00	$4,500.00	2.00	0.00	$0.00	2	$9,000.00	100.00%
	OPEN CUT CREEK CROSSING W/CONCRETE TRANCH CAP	LS	2.00	$83,600.00	$41,800.00	2.00	0.00	$0.00	2	$83,600.00	100.00%
	TOTAL OFFSITE WASTEWATER - TWO CREEK CROSSINGS			$149,412.20				$0.00		$149,412.20	
	DRAINAGE										
	18" RCP	LF	736.00	$28,044.00	$38.00	736.00	0.00	$0.00	736	$28,044.00	100.00%
	24" RCP	LF	529.00	$25,392.00	$48.00	529.00	0.00	$0.00	529	$25,392.00	100.00%
	30" RCP	LF	529.00	$31,740.00	$60.00	529.00	0.00	$0.00	529	$31,740.00	100.00%
	36" X 60" ELLIPTICAL RCC	LF	1,133.00	$186,945.00	$165.00	1,133.00	0.00	$0.00	1,133	$186,945.00	100.00%
	3'X5' BOX CULVERT	LF	108.00	$17,820.00	$165.00	108.00	0.00	$0.00	108	$17,820.00	100.00%
	3'X5' BOX CULVERT HEADWALL	EA	1.00	$10,000.00	$10,000.00	1.00	0.00	$0.00	1	$10,000.00	100.00%
	INLETS 10-FOOT	EA	18.00	$57,600.00	$3,200.00	18.00	0.00	60.00	18	$57,600.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
	INLETS 15-FOOT	EA	0.00	$0.00	$0.00	0.00	0.00	$0.00	0	$0.00	0.00%
	GRADE TO DRAIN	LF	150.00	$900.00	$6.00	150.00	0.00	$0.00	150	$900.00	100.00%
	STORM SEWER MANHOLES/JUNCTION BOXES	EA	4.00	$14,000.00	$3,500.00	4.00	0.00	$0.00	4	$14,000.00	100.00%
	TRENCH SAFETY	LF	3,037.00	$1,518.50	$0.50	3,037.00	0.00	$0.00	3,037	$1,518.50	100.00%
	CONCETE RIP RAP	LF	0.00	$0.00	$0.00	0.00	0.00	$0.00	0	$0.00	0.00%
	AREA INLETS	EA	0.00	$0.00	$0.00	0.00	0.00	$0.00	0	$0.00	0.00%
	WATER QUALITY POND (INCLUDES ALL APPURTENANCES)	EA	1.00	$114,300.00	$114,300.00	1.00		$0.00	1	$114,300.00	100.00%
	POND STAKING	LS	1.00	$3,000.00	$3,000.00	1.00		$0.00	1	$3,000.00	100.00%
	STORM SEWER STAKING	LF	3,037.00	$3,340.70	$1.10	3,037.00	0.00	$0.00	3,037	$3,340.70	100.00%
	TEMPORARY BERMS	LF	944.00	$4,720.00	$5.00	944.00	0.00	$0.00	944	$4,720.00	100.00%
	TOTAL DRAINAGE			$499,320.20				$0.00		$499,320.20	
	WATER										
	6" PVC-900	LF	35.00	$840.00	$24.00	35.00	0.00	$0.00	35	$840.00	100.00%
	8" PVC-900	LF	2,460.00	$73,800.00	$30.00	2,460.00	0.00	$0.00	2,460	$73,800.00	100.00%
	12" PVC-900	LF	348.00	$17,400.00	$50.00	348.00	0.00	$0.00	348	$17,400.00	100.00%
	5 1/4" FIRE HYDRANT	EA	6.00	$26,400.00	$4,400.00	6.00	0.00	$0.00	6	$26,400.00	100.00%
	12" GATE VALVE	EA	2.00	$4,200.00	$2,100.00	2.00	0.00	$0.00	2	$4,200.00	100.00%
	8" GATE VALVE	EA	5.00	$6,000.00	$1,200.00	5.00	0.00	$0.00	5	$6,000.00	100.00%
	DOUBLE SERVICE	EA	31.00	$27,900.00	$900.00	31.00	0.00	$0.00	31	$27,900.00	100.00%
	SINGLE SERVICE	EA	6.00	$3,600.00	$600.00	6.00	0.00	$0.00	6	$3,600.00	100.00%
	WET CONNECTION	EA	1.00	$2,200.00	$2,200.00	1.00	0.00	$0.00	1	$2,200.00	100.00%
	TRENCH SAFETY	LF	2,808.00	$1,404.00	$0.50	2,808.00	0.00	$0.00	2,808	$1,404.00	100.00%
	AUTOMATIC AIR RELEASE VALVE	EA	1.00	$1,600.00	$1,600.00	1.00	0.00	$0.00	1	$1,600.00	100.00%
	RAISE VALVE CASTINGS	EA	20.00	$3,000.00	$150.00	20.00	0.00	$0.00	20	$3,000.00	100.00%
	STAKING	LF	2,808.00	$2,808.00	$1.00	2,808.00	0.00	$0.00	2,808	$2,808.00	100.00%
	STAKING SERVICES	LS	1.00	$2,000.00	$2,000.00	1.00	0.00	$0.00	1	$2,000.00	100.00%
	TOTAL WATER			$173,152.00				$0.00		$173,152.00	
	OFFSITE WATER										
	12" PVC-900	LF	2,902.00	$139,296.00	$48.00	2,902.00	0.00	$0.00	2,902	$139,296.00	100.00%
	5 1/4" FIRE HYDRANT	EA	5.00	$22,500.00	$4,500.00	5.00	0.00	$0.00	5	$22,500.00	100.00%
	12" GATE VALVE	EA	2.00	$4,200.00	$2,100.00	2.00	0.00	$0.00	2	$4,200.00	100.00%
	TRENCH SAFETY	LF	2,902.00	$1,451.00	$0.50	2,902.00	0.00	$0.00	2,902	$1,451.00	100.00%
	STAKING	LF	2,902.00	$2,902.00	$1.00	2,902.00	0.00	$0.00	2,902	$2,902.00	100.00%
	TOTAL OFFSITE WATER			$170,349.00				$0.00		$170,349.00	
	EROSION										
	REVEG ROW	SY	7,061.00	$3,530.50	$0.50	7,061.00		$0.00	7,061	$3,530.50	100.00%
	REVEG OTHER AREAS (POND, OFFSITE WATER AND WASTEWATER)	SY	25,166.00	$12,583.00	$0.50	25,166.00		$0.00	25,166	$12,583.00	100.00%
	SCE	EA	1.00	$1,500.00	$1,500.00	1.00	0.00	$0.00	1	$1,500.00	100.00%
	SILT FENCE	LF	5,402.00	$10,804.00	$2.00	5,402.00	0.00	$0.00	5,402	$10,804.00	100.00%
	ROCK BERM	LF	30.00	$900.00	$30.00	30.00	0.00	$0.00	30	$900.00	100.00%
	TREE PROTECTION	LF	253.00	$759.00	$3.00	253.00	0.00	$0.00	253	$759.00	100.00%
	BERMS/SWALES	LF	875.00	$14,875.00	$17.00	875.00	0.00	$0.00	875	$14,875.00	100.00%
	TOTAL EROSION			$44,951.50				$0.00		$44,951.50	
	CHANGE ORDER #1										
	DRAINAGE										
	18" RCP	LF	-59.00	-$2,242.00	$38.00	-59	0.00	$0.00	-59	-$2,242.00	100.00%
	24" RCP	LF	-176.00	-$8,544.00	$48.00	-176	0.00	$0.00	-176	-$8,544.00	100.00%
	30" RCP	LF	225.00	$13,500.00	$60.00	225	0.00	$0.00	225	$13,500.00	100.00%
	35" RCP	LF	1,094.00	$92,990.00	$85.00	1094	0.00	$0.00	1,094	$92,990.00	100.00%
	38" x 60" ELLIPTICAL RCC	LF	-1,133.00	-$186,945.00	$165.00	-1133	0.00	$0.00	-1,133	-$186,945.00	100.00%
	3' x 5' BOX CULVERT	LF	-108.00	-$17,820.00	$165.00	-108	0.00	$0.00	-108	-$17,820.00	100.00%
	3' x 5' BOX CULVERT HEADWALL	LF	-1.00	-$10,000.00	$10,000.00	-1	0.00	$0.00	-1	-$10,000.00	100.00%
	3' x 4' BOX CULVERT	LF	124.00	$19,840.00	$160.00	124	0.00	$0.00	124	$19,840.00	100.00%
	3' x 4' BOX CULVERT HEADWALL	LF	1.00	$9,800.00	$9,800.00	1	0.00	$0.00	1	$9,800.00	100.00%
	INLETS 10-FOOT	EA	1.00	$3,200.00	$3,200.00	1	0.00	$0.00	1	$3,200.00	100.00%
	GRADE TO DRAIN	LF	15.00	$90.00	$6.00	15	0.00	$0.00	15	$90.00	100.00%
	STAKING	LF	1,113.00	$1,224.30	$1.10	1113	0.00	$0.00	1,113	$1,224.30	100.00%
	WASTEWATER										
	8" PVC SDR26 8'-10'	LF	228.00	$5,354.00	$26.00	228	0.00	$0.00	228	$5,354.00	100.00%
	MANHOLES	EA	3.00	$10,200.00	$3,400.00	3	0.00	$0.00	3	$10,200.00	100.00%
	STAKING	LF	228.00	$250.80	$1.10	228	0.00	$0.00	228	$250.80	100.00%
	TOTAL CHANGE ORDER #1			-$68,071.90				$0.00		-$68,071.90	
	CHANGE ORDER #2										
	BORE IN LIEU OF OPEN CUT CREEK CROSSING (INCLUDING SLEEVE)	LS	1.00	$75,000.00	$75,000.00	1.00	0.00	$0.00	1	$75,000.00	100.00%
	OPEN CUT CREEK CROSSING W/CONCRETE TRENCH CAP	LS	-1.00	-$41,800.00	$41,800.00	-1	0.00	$0.00	-1	-$41,800.00	100.00%
	TOTAL CHANGE ORDER #2			$33,200.00				$0.00		$33,200.00	
	CHANGE ORDER #3										
	ENTRY SIGNAGE EXCAVATION & PREP										
	EXCAVATION (2' DEPTH, 1' OVERBUILD)	CYDS	170.00	$1,020.00	$6.00	170.00	0.00	$0.00	170	$1,020.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
	6" STD. SUBGRADE PREP (95%)	SYDS	250.00	$625.00	$2.50	250.00	0.00	$0.00	250	$625.00	100.00%
	WATER IMPROVEMENTS										
	ADD 12" GATE VALVE	EA	1.00	$2,100.00	$2,100.00	1.00	0.00	$0.00	1	$2,100.00	100.00%
	LANDSCAPE IMPROVEMENTS										
	IRRIGATION SLEEVES (2EA - 4" SCH 40 PER CROSSINGS)	EA	8.00	$5,616.80	$702.10	8.00	0.00	$0.00	8	$5,616.80	100.00%
	TOTAL CHANGE ORDER #3			$9,341.80				$0.00		$9,341.80	
	CHANGE ORDER #4										
	LOT GRADING AT KATUSAK PROPERTY LINE (INITIAL GRADING)	DAY	2.00	$3,898.90	$1,949.45	2.00	0.00	$0.00	2	$3,898.90	100.00%
	LOT GRADING AT KATUSAK PROPERTY LINE (REVISED GRADING)	DAY	1.00	$1,949.45	$1,949.45	1.00	0.00	$0.00	1	$1,949.45	100.00%
	TOTAL CHANGE ORDER #4			$5,848.35				$0.00		$5,848.35	
	TOTAL CONTRACT			$2,065,193.15				$0.00		$2,065,193.15	

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF TRAVIS

Date: 8/12/13

Owner: Gehan Homes, Ltd.

Contractor/Material Provider ("Affiant"): Cash Construction Company, Inc.

Project : Pecan Creek Phase 1

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that they have been paid in full for all labor and material provided to the above-noted construction project, and acknowledge and certify that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project pursuant to the Contract.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

SUBSCRIBED AND SWORN TO BY Affiant on this 12th day of August, 2013.

AFFIANT:

Signature: _____

Typed Name: Michael Nixon

Title: Secretary/Treasurer

Initialed: _____

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME the undersigned authority on this day personally appeared Michael Nixon, known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of August, 2013.

[S E A L]

Notary in and for the State of Texas

STACY SMALL
Notary Public, State of Texas
My Commission Expires
March 04, 2016

Name: Stacy Small

My commission expires: March 4, 2016

Initialed: _____

Executive Summary

December 19, 2013

Council Agenda Subject: Consider Acceptance of Subdivision Infrastructure Improvements for Vista Ridge, Phase 2B

Background: The subdivision infrastructure improvements required for Vista Ridge, Phase 2B have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on December 19, 2013 which will provide warranty and maintenance coverage for the infrastructure improvements through December 19, 2015. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Vista Ridge, Phase 2B.

Attachments: Engineer's Concurrence Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

STATE OF TEXAS $
$
COUNTY OF TRAVIS $

ALL BILLS PAID AFFIDAVIT

The undersigned hereby certifies to **City of Leander** that payment has been made in full or all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed by **Joe Bland Construction, L.P.** and any subcontractors and suppliers under the Agreement ("Agreement") dated July 11, 2013 between the **2012 Vista Ridge, LLC** ("Owner") pertaining to the construction of **Vista Ridge Phase Two- B, Street, Drainage, Water, Wastewater, and Dry Utility Improvements** ("Project") for which the Owner or the Owner's property might in any way be held responsible or encumbered.

By: _____
Joe Bland, President
Bland, Inc., its General Partner

SUBSCRIBED and SWORN to before me on this the 12th day of December, 2013.

LEA HARPER
Notary Public, State of Texas
My Commission Expires
March 14, 2017

_____

Commission Expires: 03.14.2017

Notary Public in and for the State of Texas

Bleyl & Associates
Planning • Engineering • Management

1715 Capital of Texas Hwy South
Suite 109
Austin, Texas 78746
Tex. Reg. No. F-678

ENGINEER'S CONCURRENCE LETTER

FOR FINAL INSPECTION AND

ENGINEERING RELEASE

Date: November 22, 2013
Project Name: Vista Ridge Phase Two-B
Address: Cerezo Drive at Vista Ridge Drive

On this day, November 22, 2013, I, the undersigned professional engineer made a visual inspection of the above referenced project. I also have visited the site during construction and observed that the water, wastewater, storm sewer, streets, and drainage structures were constructed in general conformance to the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

All streets, curb and gutter, storm sewers, accessible ramps, inlets, water and wastewater systems.

STATE OF TEXAS
KENNY WATKINS
64736
REGISTERED
PROFESSIONAL ENGINEER

Signature
By: Kenny Watkins

s:\b&a job directory\11000's\11041 - vista ridge ph 2 b & c - construction\construction\project acceptance\concurrence.docx

Bryan
(979) 268-1125
(979) 260-3849 Fax

Austin
(512) 328-7878
(512) 328-7884 Fax

Conroe
(936) 441-7833
(936) 760-3833 Fax

MAINTENANCE BOND
Subdivision Improvements

Bond No. 4391543MNT

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Joe Bland Construction, LP as Principal, whose address is 13111 Dessau Road, Austin, TX 78754 and Suretec Insurance Company a Corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Forty Five Thousand Four Hundred Ninety Six and 73/100's Dollars ($ 45,496.73) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Vista Ridge - Phase Two - B Street, Drainage, Water and Wastewater Improvements (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of two (2) years after acceptance by the Obligee, against all defects in workmanship and materials which may become apparent during said period;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal keeps and perform the requirement of the Obligee's ordinances and this Maintenance Bond to maintain the improvements and keep the same in good repair and shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of two (2) years from and after the date of acceptance by the Owner, then this obligation shall be void, otherwise to remain in full force and effect, and Owner shall have and cover from said Principal and Surety damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said improvements shall continue throughout the maintenance period, and the same shall not be diminished in any manner from any cause during said time..

Principal agrees to repair or reconstruct the improvements in whole or in part at any time within the two year period to such extent as the Obligee deems necessary to properly correct all defects except for normal wear and tear. If the Principal fails to make the necessary corrections within ten days after being notified, the Obligee may do so or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and keep in good repair the improvements for a period of two years from the date of acceptance; it being understood that the purpose of this Maintenance Bond is to cover all defective conditions

arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety agrees to pay the Obligee loss and expense incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the improvements are constructed.

This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to the performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 11th day of November, 2013.

Joe Bland Construction, LP	Suretec Insurance Company
Principal	Surety
By:	By:
Joe Bland President, Bland, Inc. General Partner	
Title:	Title: David S. Ballew, Attorney-In-Fact
Address:	Address:
13111 Dessau Road	1330 Post Oak Blvd., Suite 100
Austin, Texas 78754	Houston, Texas 77056

The name and address of the Resident Agent of Surety is:

Ballew Insurance Agency, Inc., David S. Ballew Insurance

8140 N. Mopac Expy, Bldg. 1, Suite 100, Austin, Texas 78759

(Seal)

POA #: 4221356

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Three Million Dollars and no/100 ($3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of November, 2013, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

B & A

Bleyl & Associates

Planning • Engineering • Management

1715 Capital of Texas Hwy South
Suite 109
Austin, Texas 78746
Tex. Reg. No. F-678

December 2, 2013

Mr. Wayne Watts, P.E.
City Engineer
City of Leander
P.O. Box 319
Leander, TX 78646-0319

Re: **Vista Ridge Phase Two-B**
Engineer's Certification of Construction Costs

Dear Mr. Watts:

The purpose of this letter is to certify the final construction costs for the above referenced subdivision, with the stated goal of assisting in project acceptance by the City of Leander.

The final construction costs are hereby certified:

Street and Drainage Improvements (Including offsite improvements)	$265,734.75
Water Improvements	80,060.00
Wastewater Improvements	82,160.00
Erosion/Sedimentation Controls	10,842.50
Street Lights and Traffic Signage	10,170.00
Total Improvements Cost	**$454,967.25**

Please feel free to contact me if you have any questions.

Sincerely,

Kenny Watkins

Kenny Watkins, P.E.
Bleyl & Associates
Austin Branch Manager

STATE OF TEXAS
KENNY WATKINS
64736
REGISTERED PROFESSIONAL ENGINEER

s:\b&a job directory\11000's\11041 - vista ridge ph 2 b & c - construction\construction\project acceptance\construction cost certification.docx

Bryan
(979) 268-1125
(979) 260-3849 Fax

Austin
(512) 328-7878
(512) 328-7884 Fax

Conroe
(936) 441-7833
(936) 760-3833 Fax

APPLICATION AND CERTIFICATE FOR PAYMENT

TO:
2012 Vista Ridge, LLC
7676 Woodway
Suite 103
Houston, Texas 77063

PROJECT:
Vista Ridge Phase Two -B

APPLICATION NO: 5

Distribution to:
OWNER
ENGINEER
CONTRACTOR

PERIOD TO: 11/30/13

FROM:
Joe Bland Construction, L.P.
13111 Dessau Rd.
Austin, TX 78754

VIA ENGINEER:
Bleyl & Associates
1715 Capital of Texas Hwy.
Suite 109
Austin, Texas 78746

JOB NO:

CONTRACT FOR: Street, Drainage, Water & Wastewater Improvements

CONTRACT DATE: 11-Jul-13

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
1	11/25/2013		$ (2,312.00)
			$ -
	TOTALS	$ -	$ (2,312.00)
Net change by Change Orders		$ (2,312.00)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JOE BLAND CONSTRUCTION, L.P.

By: Gary B Pugh Date: 11-25-13

Gary B. Pugh, Project Manager

Application is made for Payment, as shown below, in connection with the Contract.

1 ORIGINAL CONTRACT SUM	$ 457,279.25
2 Net change by Change Orders	$ (2,312.00)
3 CONTRACT SUM TO DATE	$454,967.25
4 TOTAL COMPLETED & STORED TO DATE	$ 454,967.25
5 Retainage:	
a. 10 % of Complete Wk	$ -
b. ____% of Stored Material	
Total Retainage (Line 5a + 5b	
6 TOTAL EARNED LESS RETAINAGE	$ 454,967.25
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT	$ 364,479.75
8 CURRENT PAYMENT DUE	$90,487.50
9 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$0.00

State of: TEXAS County of: TRAVIS

Subscribed and sworn to before me this 25 day of November 2013

Notary Public: Lea Harper

My Commission expires: 3/14/2017

LEA HARPER
Notary Public, State of Texas
My Commission Expires
March 14, 2017

ENGINEERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineers knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ _____

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: Bleyl & Associates

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

2) 12 Vista Ridge, LLC
7676 Woodway
Suite 103
Houston, Texas 77063

JOE BLAND CONSTRUCTION, L.P.
13111 DESSAU RD.
AUSTIN, TEXAS 78754

Estimate No. 5

VISTA RIDGE PHASE TWO -B
Street, Drainage, Water and Wastewater Improvements

Date: November 30, 2013

Item	Description	Unit	Quantity	Unit Price	Total Contract Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount	Total Completed To Date	Percent Complete	Balance to Complete
	STREET AND DRAINAGE IMPROVEMENTS											
1	Mobilization	LS	1	$ 27,500.00	$ 27,500.00	1	27,500.00		0.00	27,500.00	100%	$ -
2	Bonding and Insurance	LS	1	$ 8,500.00	$ 8,500.00	1.00	8,500.00		0.00	8,500.00	100%	$ -
3	10' Curb Inlet	EA	6	$ 3,400.00	$ 20,400.00	6.00	20,400.00		0.00	20,400.00	100%	$ -
4	6" Concrete Curb and Gutter	LF	2506	$ 10.00	$ 25,060.00	2,506.00	25,060.00		0.00	25,060.00	100%	$ -
5	Street Excavation, ROW	SY	7332	$ 10.50	$ 76,986.00	7,332.00	76,986.00		0.00	76,986.00	100%	$ -
6	Subgrade Preparation	SY	5441	$ 1.50	$ 8,161.50	5,441.00	8,161.50		0.00	8,161.50	100%	$ -
7	8" Crushed Limestone Base	SY	5441	$ 8.00	$ 43,528.00	5,441.00	43,528.00		0.00	43,528.00	100%	$ -
8	1-1/2" Type D HMAC	SY	4115	$ 8.15	$ 33,537.25		0.00	4,115.00	33,537.25	33,537.25	100%	$ -
9	ADA Accessible Ramp	EA	2	$ 1,100.00	$ 2,200.00	2.00	2,200.00		0.00	2,200.00	100%	$ -
10	Street End Barricade	EA	1	$ 950.00	$ 950.00		0.00	1.00	950.00	950.00	100%	$ -
11	18" Class III RCP	LF	384	$ 48.00	$ 18,432.00	384.00	18,432.00		0.00	18,432.00	100%	$ -
12	Trench Safety System	LF	384	$ 1.25	$ 480.00	384.00	480.00		0.00	480.00	100%	$ -
13	Concrete Driveway	SY	14	$ 58.00	$ 812.00		0.00	14.00	812.00	812.00	100%	$ -
14	Pond / Drainage Easement Gate	EA	1	$ 1,500.00	$ 1,500.00		0.00	1.00	1,500.00	1,500.00	100%	$ -
	TOTAL STREET AND DRAINAGE IMPROVEMENTS				$ 268,046.75		$ 231,247.50		$ 36,799.25	$ 268,046.75	100%	$ -
	EROSION AND SEDIMENTATION CONTROLS											
1	Stabilized Construction Entrance	EA	2	$ 1,200.00	$ 2,400.00	2.00	2,400.00		0.00	2,400.00	100%	$ -
2	Silt Fence	LF	1040	$ 2.50	$ 2,600.00	1,040.00	2,600.00		0.00	2,600.00	100%	$ -
3	Revegetation	SY	2370	$ 2.25	$ 5,332.50		0.00	2,370.00	5,332.50	5,332.50	100%	$ -
4	Inlet Protection	EA	6	$ 85.00	$ 510.00	6.00	510.00		0.00	510.00	100%	$ -
	TOTAL EROSION AND SEDIMENTATION CONTROLS				$ 10,842.50		$ 5,510.00		$ 5,332.50	$ 10,842.50	100%	$ -
	WASTEWATER IMPROVEMENTS											
1	8" Wastewater Line, PVC SDR 26, (0-8')	LF	520	$ 39.00	$ 20,280.00	520.00	20,280.00		0.00	20,280.00	100%	$ -
2	8" Wastewater Line, PVC SDR 26, (8-10')	LF	400	$ 45.00	$ 18,000.00	400.00	18,000.00		0.00	18,000.00	100%	$ -
3	4' Diameter Concrete Manhole	EA	3	$ 4,000.00	$ 12,000.00	3.00	12,000.00		0.00	12,000.00	100%	$ -
4	Single service, Long	EA	1	$ 1,450.00	$ 1,450.00	1.00	1,450.00		0.00	1,450.00	100%	$ -
5	Double Service, Short	EA	7	$ 1,300.00	$ 9,100.00	7.00	9,100.00		0.00	9,100.00	100%	$ -
6	Double Service, Long	EA	9	$ 1,650.00	$ 14,850.00	9.00	14,850.00		0.00	14,850.00	100%	$ -
7	Double Service, Long (Deep Service)	EA	3	$ 1,700.00	$ 5,100.00	3.00	5,100.00		0.00	5,100.00	100%	$ -
8	Trench Safety System	LF	920	$ 1.50	$ 1,380.00	920.00	1,380.00		0.00	1,380.00	100%	$ -
	TOTAL WASTEWATER IMPROVEMENTS				$ 82,160.00		$ 82,160.00		$ -	$ 82,160.00	100%	$ -
	WATER IMPROVEMENTS											
1	8" Waterline, PVC C-900	LF	1,280	$ 34.00	$ 43,520.00	1,280.00	43,520.00		0.00	43,520.00	100%	$ -
2	Fire Hydrant Assembly	EA	3	$ 3,500.00	$ 10,500.00	3.00	10,500.00		0.00	10,500.00	100%	$ -
3	8" Gate Valve & Box	EA	4	$ 1,650.00	$ 6,600.00	4.00	6,600.00		0.00	6,600.00	100%	$ -
5	Single Service, Short	EA	1	$ 800.00	$ 800.00	1.00	800.00		0.00	800.00	100%	$ -
6	Double Service, Long	EA	10	$ 1,400.00	$ 14,000.00	10.00	14,000.00		0.00	14,000.00	100%	$ -
7	Double Service, Short	EA	10	$ 1,000.00	$ 10,000.00	10.00	10,000.00		0.00	10,000.00	100%	$ -
8	Trench Safety System	LF	1,280	$ 0.50	$ 640.00	1,280.00	640.00		0.00	640.00	100%	$ -
	TOTAL WATER IMPROVEMENTS				$ 86,060.00		$ 86,060.00		$ -	$ 86,060.00	100%	$ -
	STREET LIGHT & TRAFFIC SIGNAGE											
1	Street Lights	EA	3	$ 3,100.00	$ 9,300.00		0.00	3	9,300.00	9,300.00	100%	$ -
2	Street Name Signs	EA	1	$ 295.00	$ 295.00		0.00	1	295.00	295.00	100%	$ -
3	Stop Signs w/Thermoplastic Stop Bar	EA	1	$ 575.00	$ 575.00		0.00	1	575.00	575.00	100%	$ -
	TOTAL STREET LIGHT & TRAFFIC SIGNAGE				$ 10,170.00		$ -		$ 10,170.00	$ 10,170.00	100%	$ -

Item	Description	Unit	Quantity	Unit Price	Total Contract Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount	Total Completed To Date	Percent Complete	Balance to Complete
	CHANGE ORDER # 1											
	Delete Items not constructed											
13	Concrete Drifveway	SY	-14	$ 58.00	$ (812.00)		0.00	-14	-812.00	-812.00	100%	$ -
14	Pond / Drainage Easement Gate	EA	-1	$ 1,500.00	$ (1,500.00)		0.00	-1	-1,500.00	-1,500.00	100%	$ -
	TOTAL CHANGE ORDER # 1				$ (2,312.00)		$ -		$ (2,312.00)	$ (2,312.00)	100%	$ -
	TOTAL CONTRACT AMOUNT				$ 454,967.25		$ 404,977.50		$ 49,989.75	$ 454,967.25	100%	$ -

Respectfully submitted,
JOE BLAND CONSTRUCTION, L.P.

Gary B. Pugh, Project Manager — Date: 11-25-13

RECOMMENDED FOR APPROVAL: BLEYL & ASSOCIATES

By: Kenny Watkins, PE — Date

ACCEPTED: 2012 Vista Ridge, LLC

By: — Date

Total Previous and Current Amounts	$ 454,967.25
Less Retainage (0%)	$ -
Total Due to Date	$ 454,967.25
Less Previous Estimates	$ 364,479.75
Total Due this Estimate	$ 90,487.50

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROPERTY: VISTA RIDGE PHASE TWO-B
ADDRESS: Leander , Williamson County, Texas
JOB NO.: Pay App 5

On receipt by the signer of this document of a check from 2012 Vista Ridge, LLC (maker of check) in the sum of $ 90,487.50 payable to JOE BLAND CONSTRUCTION, L.P. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of 2012 Vista Ridge, LLC (owner) located at VISTA RIDGE PHASE TWO-B (location) to the following extent: Street , Drainage, Water, & Wastewater Improvements (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to 2012 Vista Ridge, LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

COMPANY NAME: JOE BLAND CONSTRUCTION, L.P.

REPRESENTATIVE: Gary B. Pugh
Senior Project Manager

SIGNED: Gary B Pugh

DATE: 11-25-13

The person signing the above does certify that he or she is fully authorized and empowered to execute this instrument and bind the undersigned hereto and does in fact so execute this instrument.

THE STATE OF TEXAS _____ § COUNTY OF TRAVIS _____ §

Sworn and subscribed to me this 25th day of November, 2013

LEA HARPER
Notary Public, State of Texas
My Commission Expires
March 14, 2017

Lea Harper
NOTARY PUBLIC

Lea Harper
Typed or Printed Name of Notary

My Commission Expires: 3/14/2017

Y:\Files\Active Jobs\648 - Vista Ridge Two-B\Lien Releases\Street Lien Release 5.doc

Joe Bland Construction, L.P.
13111 Dessau Rd.
Austin, Texas 78754
(512)821-2808 Fax: (512)670-0694

VISTA RIDGE PHASE TWO-B
Street, Drainage, Water, & Wastewater Improvements

November 25, 2013

CHANGE ORDER # 1

Item	Description	Unit	Quantity	Unit Price	Total Amount
	ORIGINAL CONTRACT				$ 457,279.25
	Delete Items not constructed				
13	Concrete Drifveway	SY	-14	$ 58.00	$ (812.00)
14	Pond / Drainage Easement Gate	EA	-1	$ 1,500.00	$ (1,500.00)
	TOTAL CHANGE ORDER # 1				$ (2,312.00)
	TOTAL ADJUSTED CONTRACT AMOUNT				$ 454,967.25

SUBMITTED BY:
Joe Bland Construction, L.P.

Gary B. Pugh, Project Manager — Date: 11-25-13

RECOMMENDED FOR APPROVAL: BLEYL & ASSOCIATES

By: Kenny Watkins, PE — Date:

ACCEPTED: 2012 Vista Ridge, LLC

By: — Date:

Executive Summary

December 19, 2013

Agenda Subject: Ordinance Case #13-OR-004: Hold a public hearing and consider action on amending sections of article 14.200, the Composite Zoning Ordinance, to modify the GC (General Commercial) and LI (Light Industrial) Use Components and the Type 3 Site Component.

Background: Staff is proposing amendments to the Composite Zoning Ordinance to add the requirement that gasoline pumps shall be located no closer to the street than the primary structure and to add the following uses to the GC (General Commercial) and LI (Light Industrial) use components.

GC (General Commercial)

- Retail Sales of new products and services
- New vehicle and major equipment sales

LI (Light Industrial)

- Bingo
- Vehicle and major equipment sales
- Retail sales, second hand resale, and services

Origination: Planning Department

Financial Consideration: None

Recommendation: Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval at the December 12, 2013 meeting.

Attachments:

1. Summary of Proposed Amendments
2. Draft Ordinance

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

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF ARTICLE 14.200, THE COMPOSITE ZONING ORDINANCE, TO ADD LAND USES TO THE GENERAL COMMERCIAL AND LIGHT INDUSTRIAL USE COMPONENTS; TO ADD REQUIREMENTS TO THE TYPE III SITE COMPONENT, PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

Whereas, the Planning & Zoning Commission held a public hearing on the proposed amendments to Article 14.200, Leander Code of Ordinances (the "Composite Zoning Ordinance"), and forwarded its recommendation on the amendments 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 considered the proposed amendments and finds that the amendments are reasonable and necessary to protect the health, safety, and welfare of the present and future residents of the City;

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

Section 1. **Findings of Fact.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. **Amendment of Article III, Sections 13 (b) (17), (18), and (19).** Article III, Sections 13 (b) (17), (18), and (19) of the Composite Zoning Ordinance are hereby amended in its entirety as follows:

(17) Retail sales of new products and services
(18) Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals
(19) New Vehicle and major equipment sales, rental or leasing, repair, body shop [Small engine repair shops and motorcycle repair shops shall not be permitted within one-hundred fifty (150) feet of a residential district unless such repairs are conducted totally within a fully enclosed building.]

Section 3. **Amendment of Article III, Sections 14 (b) (1)-(21).** Article III, Sections 14 (b) (1)-(21) of the Composite Zoning Ordinance are hereby amended in its entirety as follows:

(1) Any use permitted in the "GC" component
(2) Bingo
(3) Car Title Loans Shop/Business
(4) Commercial laundry
(5) Contractor and building material storage
(6) Hooka Lounge

(7) Manufacture, assembly or processing of materials not classified as hazardous by the Fire Chief
(8) Mini-warehouse or self-service storage facilities [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway if built to Type B, C or D architectural standards or such facilities include exterior warehouse doors], warehouse and distribution, commercial storage
(9) Pawn Shop
(10) Payday Lending Business
(11) Research, Testing, and Development Laboratory
(12) Research, Testing, and Development Laboratory (Intense)
(13) Retail sales, second hand resale, and services
(14) RV, trailer, commercial motor vehicle and boat outdoor storage [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway] (Note: refer to Article VI, Section 9 for rules on special vehicle storage)
(15) Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]
(16) Tattoo and/or Body Piercing Parlor
(17) Utilities, including ground mounted service equipment and structures as a primary use and facilities such as poles, electrical switching facilities, lift stations, water pump stations, gas regulating facilities, electrical substations, generating plants, wastewater and water treatment plants, etc. (see screening requirements in Article VI, Sec. 1)
(18) Vehicle and major equipment sales, rental or leasing, repair, body shop [Small engine repair shops and motorcycle repair shops shall not be permitted within one-hundred fifty (150) feet of a residential district unless such repairs are conducted totally within a fully enclosed building.]
(19) Warehouse and distribution
(20) Wood yard

Section 4. **Addition of Subsections 14(b) (22)-(25) to Article III.** Article III, Section 14(b) of the Composite Zoning Ordinance is hereby amended by adding subsections (22)-(25) to read as follows:

(21) Wholesale activities
(22) Wrecker Impoundment, Towing [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]
(23) Stand alone crematory or embalming establishment as long as the crematory stack is no closer than 200' from a restaurant or associated parking or from a residential district (unless such district is utilized for non-residential uses)
(24) Other similar uses as determined by the Director of Planning based on the criteria of Article II, Sec. 2, (f)

Section 5. **Addition of Subsection 3(b)(2) (v) (e) to Article V.** Article V, Section 3 (b) (2) (v) of the Composite Zoning Ordinance is hereby amended by adding subsection (e) to read as follows:
(e) Gasoline pumps shall be located no closer to the street than the primary structure.

Section 6. **Conflicting Ordinances.**Exhibit "A", Article 14.200, Leander Code of Ordinances and of Ordinance No. 05-018-00 is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted 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 7. **Savings Clause.**All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 8. **Effective Date.**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 and the City Charter.Section 5 of this ordinance shall apply to properties for which a site development permit application or building permit application is submitted to the City after the effective date of this ordinance. Properties for which a site development permit application or building permit application was filed on or before the effective date of this ordinance shall comply with the version of Section 3 (b) (2) (v), Article V of the Zoning Ordinance in effect immediately preceding this amendment.

Section 9. **Severability**. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 10. **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.

PASSED AND APPROVED on the 19th day of December, 2013.
PASSED AND FINALLY APPROVED on the 2nd day of January, 2014.

THE CITY OF LEANDER, TEXAS **ATTEST:**

Christopher Fielder, Mayor

Debbie Haile, City Secretary

COMPOSITE ZONING ORDINANCE AMENDMENTS

CODE	CURRENT	PROPOSED
ART III, Sec 13 (b) GC	(17) Retail sales and service	(17) Retail sales **of new products** and services
	(18) Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals	(18) Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals
	(19) Vehicle and major equipment sales, rental or leasing, repair, body shop [Small engine repair shops and motorcycle repair shops shall not be permitted within one-hundred fifty (150) feet of a residential district unless such repairs are conducted totally within a fully enclosed building.]	(19) **New** Vehicle and major equipment sales, rental or leasing, repair, body shop [Small engine repair shops and motorcycle repair shops shall not be permitted within one-hundred fifty (150) feet of a residential district unless such repairs are conducted totally within a fully enclosed building.]
ART III, Sec 14 (b) LI	(1) Any use permitted in the "GC" component	(1) Any use permitted in the "GC" component
		(2) Bingo
	(2) Car Title Loans Shop/Business	**(3)** Car Title Loans Shop/Business
	(3) Commercial laundry	**(4)** Commercial laundry
	(4) Contractor and building material storage	**(5)** Contractor and building material storage
	(5) Hooka Lounge	**(6)** Hooka Lounge
	(6) Manufacture, assembly or processing of materials not classified as hazardous by the Fire Chief	**(7)** Manufacture, assembly or processing of materials not classified as hazardous by the Fire Chief
	(7) Mini-warehouse or self-service storage facilities [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway if built to Type B, C or D architectural standards or such facilities include exterior warehouse doors], warehouse and distribution, commercial storage	**(8)** Mini-warehouse or self-service storage facilities [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway if built to Type B, C or D architectural standards or such facilities include exterior warehouse doors], warehouse and distribution, commercial storage
	(8) Pawn Shop	**(9)** Pawn Shop
	(9) Payday Lending Business	**(10)** Payday Lending Business
	(10) Research, Testing, and Development Laboratory	**(11)** Research, Testing, and Development Laboratory
	(11) Research, Testing, and Development Laboratory (Intense)	**(12)** Research, Testing, and Development Laboratory (Intense)
		(13) Retail sales, second hand resale, and services
	(12) RV, trailer, commercial motor vehicle and boat outdoor storage [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway] (Note: refer to Article VI, Section 9 for rules on special vehicle storage)	**(14)** RV, trailer, commercial motor vehicle and boat outdoor storage [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway] (Note: refer to Article VI, Section 9 for rules on special vehicle storage)
	(13) Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]	**(15)** Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]

Red = Addition/Deletion, Blue = Change in Formatting

CODE	CURRENT	PROPOSED
ART III, Sec 14 (b)	(14) Tattoo and/or Body Piercing Parlor	**(16)** Tattoo and/or Body Piercing Parlor
	(15) Utilities, including ground mounted service equipment and structures as a primary use and facilities such as poles, electrical switching facilities, lift stations, water pump stations, gas regulating facilities, electrical substations, generating plants, wastewater and water treatment plants, etc. (see screening requirements in Article VI, Sec. 1)	**(17)** Utilities, including ground mounted service equipment and structures as a primary use and facilities such as poles, electrical switching facilities, lift stations, water pump stations, gas regulating facilities, electrical substations, generating plants, wastewater and water treatment plants, etc. (see screening requirements in Article VI, Sec. 1)
		(18) Vehicle and major equipment sales, rental or leasing, repair, body shop [Small engine repair shops and motorcycle repair shops shall not be permitted within one-hundred fifty (150) feet of a residential district unless such repairs are conducted totally within a fully enclosed building.]
	(16) Warehouse and distribution	**(19)** Warehouse and distribution
	(17) Wood yard	**(20)** Wood yard
	(18) Wholesale activities	**(21)** Wholesale activities
	(19) Wrecker Impoundment, Towing [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]	**(22)** Wrecker Impoundment, Towing [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]
	(20) Stand alone crematory or embalming establishment as long as the crematory stack is no closer than 200' from a restaurant or associated parking or from a residential district (unless such district is utilized for non-residential uses).	**(23)** Stand alone crematory or embalming establishment as long as the crematory stack is no closer than 200' from a restaurant or associated parking or from a residential district (unless such district is utilized for non-residential uses).
	(21) Other similar uses as determined by the Director of Planning based on the criteria of Article II, Sec. 2, (f)	**(24)** Other similar uses as determined by the Director of Planning based on the criteria of Article II, Sec. 2, (f)
ART V, Sec 3 (b) (2) (v)	(i) Outdoor commercial fueling and washing of vehicles is permitted provided that: a. Washing of vehicles (including vacuum facilities) are not located within one hundred fifty (150') feet of a residential district unless such district is utilized for non-residential purposes. The location is measured from the closest portion of the structure associated with the washing of vehicles to the residential district; and	(i) Outdoor commercial fueling and washing of vehicles is permitted provided that: a. Washing of vehicles (including vacuum facilities) are not located within one hundred fifty (150') feet of a residential district unless such district is utilized for non-residential purposes. The location is measured from the closest portion of the structure associated with the washing of vehicles to the residential district; and
	b. Commercial fueling is not located within one hundred (100') feet of a residential district unless such district is utilized for non-residential purpose. The location is measured from the closest portion of the structure associated with the outdoor commercial fueling to the residential district; and	b. Commercial fueling is not located within one hundred (100') feet of a residential district unless such district is utilized for non-residential purpose. The location is measured from the closest portion of the structure associated with the outdoor commercial fueling to the residential district; and

CODE	CURRENT	PROPOSED
	c. No more than two outdoor commercial fueling and washing of vehicles facilities shall be located within six hundred (600') feet of any intersection separately or in combination with a convenience store or other use; and d. Vehicle washing and fueling facility locations are reserved only by obtaining an approved building permit for such facility and keeping such permit active (see Article IX, Sec. 8 and 9).	c. No more than two outdoor commercial fueling and washing of vehicles facilities shall be located within six hundred (600') feet of any intersection separately or in combination with a convenience store or other use; and d. Vehicle washing and fueling facility locations are reserved only by obtaining an approved building permit for such facility and keeping such permit active (see Article IX, Sec. 8 and 9). **e. Gasoline pumps shall be located no closer to the street than the primary structure.**

4. Director's report to P & Z Commissioners on actions taken by the City Council.
   - Actions taken by Council
   - Smart Code update
   - Training opportunities

   Tom Yantis, Director of Development Services, reported on actions that were taken by the City Council at their December 5th, 2013 meeting, on items that were recommended from the P & Z Commission and what was discussed at City Council open work session on the creation of Public Improvement Districts for new residential developments.
   Tom Yantis also reminded the Commissioners about the joint workshop with City Council on January 9th at 6:00 pm and informed the Commissioners about a training opportunity on conservation subdivision design by Randall Arendt on January 24th from 9:00 a.m. to 4:00 p.m. at the Lady Bird Johnson Wildflower Center.

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

Public Hearing

6. Ordinance Case #13-OR-004: Hold a public hearing and consider action on amending sections of article 14.200, the Composite Zoning Ordinance, to modify the GC (General Commercial) and LI (Light Industrial) Use Components and the Type 3 Site Component. City of Leander Planning Department

   a) Staff Presentation

   Robin Griffin, Senior Planner discussed the amendments to the Composite Zoning Ordinance.

   b) Open Public Hearing

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

   c) Close Public Hearing

   Chairman Abruzzese closed the public hearing.

   d) Discussion

   Discussion took place.

   e) Consider Action

   Commissioner Seiler moved to approve with staff recommendation, Commissioner Sokol seconded the motion. Motion passed unanimously.

7. Comprehensive Plan Implementation – Priority #1: Adopt a Future Land Use Node Plan. City of Leander Planning Department

   a) Staff Presentation

   Tom Yantis, Director of Development Services discussed Future Land Use Node Plan

Executive Summary

December 19, 2013

Council Agenda Subject: Presentation regarding proposed development of the Caughfield property within the City's ETJ.

Background: The proposed developer of the Caughfield property, which includes approximately 180 acres within the City's ETJ on the north side of the South San Gabriel River east of U.S. 183, has requested the opportunity to present a proposal to the City Council for the development of the property and the creation of a municipal utility district.

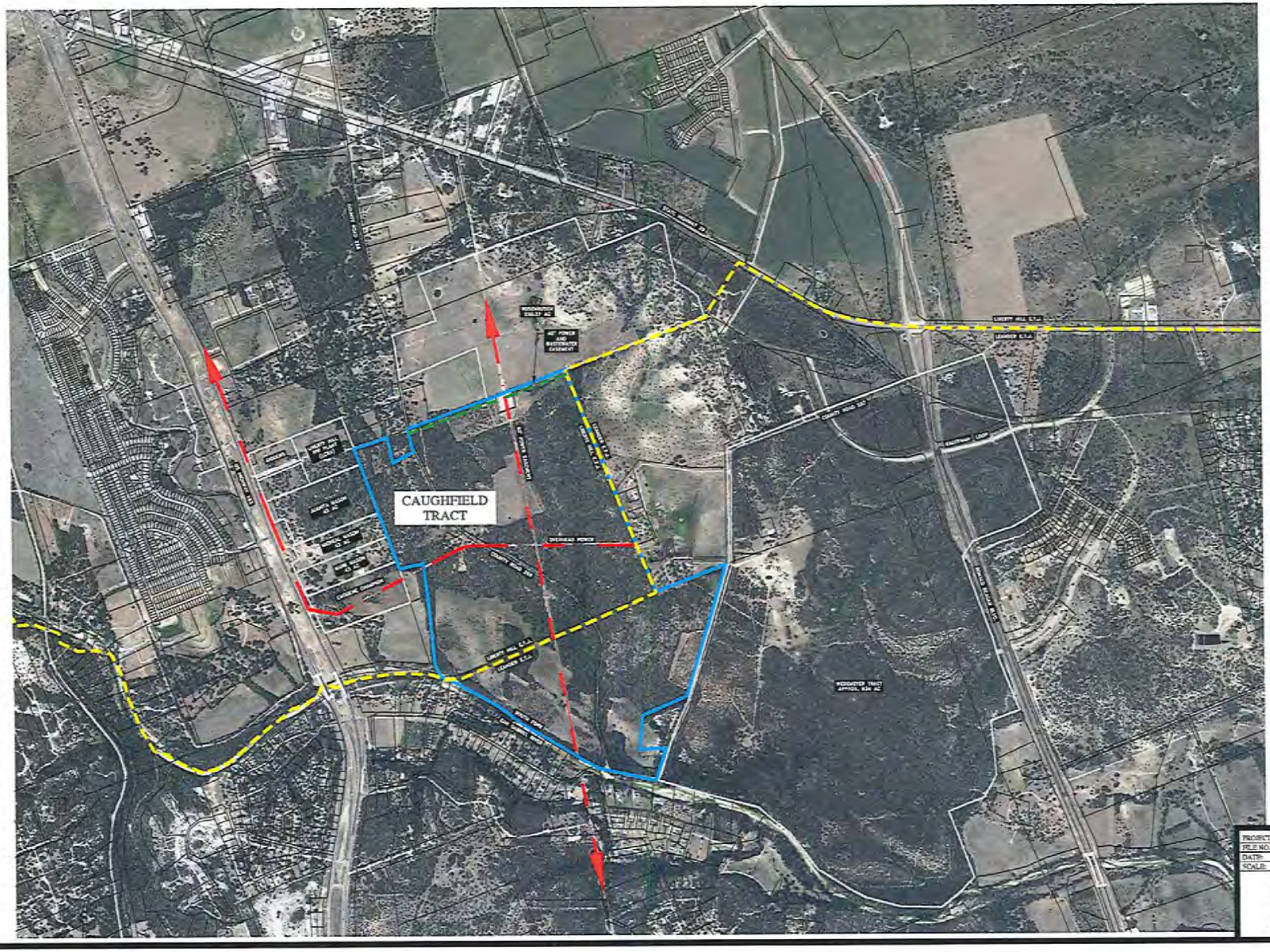
Origination: Gray Engineering on behalf of Milestone Community Builders

Recommendation: This is a presentation item and there is no staff recommendation at this time.

Attachments: None

Prepared by: Tom Yantis, Director of Development Service

CAUGHFIELD SITE
EXHIBIT



SCALE: 1"=400'

LEGEND

- E.T.J.
- SUBJECT PROPERTY
- ADJACENT PROPERTY
- OVERHEAD POWER
- EASEMENT LINE

PROJECT NO.	P-13032	DESIGNED BY:	DP
FILE NO.		DRAWN BY:	JC
DATE:	08/2013	CHECKED BY:	DP
SCALE:	AS SHOWN	REVIEWED BY:	WW

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0371
FAX(512)454-9933
TBPE FIRM #2946

FILE: H:\Projects\1610 Milestone\10715 Caughfield\EXHIBITS\ALTERNATE CAUGHFIELD EXHIBIT.dwg LAYOUT: CAUGHFIELD EXHIBIT (2) DATE: 12/12/2013 11:12:38 AM BY: JDORREGO

Executive Summary

December 19, 2013

Agenda Subject: Consideration and action on a development and reimbursement agreement between the City of Leander and Crescent Leander, TX, LLC for 490.99 acres, more or less, generally located northeast of the intersection of 183A and San Gabriel Pkwy. within the city limits of the City of Leander, Williamson County, Texas.

Background: This property is located north of San Gabriel Pkwy. and east of 183A. The City Council previously approved a development agreement on November 1, 2012 for approximately 300 of the 490.99 acres and also approved ordinance # 12-029-00 on the same date giving consent to the creation of a municipal utility district (MUD) over the 300 acres portion of the property.

The applicant is proposing to purchase all of the property and has requested modifications to the originally approved agreements and ordinance in order to incorporate the additional land and to make other modifications to the agreements.

The new development agreement will replace the previously approved agreement between the City and Leander 183A Development II, LLC.

The development agreement covers the following key points:

Timing of Development

- a preliminary plat for at least 150 single-family lots must be submitted within 2 years of the completion of improvements to the intersection of 183 and 183A

- within 2 years of approval of the preliminary plat a construction contract for the public improvements for the first phase of development must be awarded
- within 4 years of completion of the 183/183A improvements a wastewater lift station and interceptor shall be completed and accepted by the City

Infrastructure Improvements

- the developer will contribute $1,500,000 toward the 183/183A intersection improvements ($250,000 of which has already been paid)
- the developer will be responsible for constructing water, wastewater and drainage improvements sized to serve their property and other properties within the TOD

Infrastructure Cost Reimbursements

- the developer will be eligible to receive reimbursements through the TIRZ and through water and wastewater impact fee rebates for costs associated with the infrastructure improvements
- certain improvements are eligible for 100% reimbursement while others are eligible for pro-rata reimbursement based upon the oversizing of the infrastructure to serve other properties
- the TIRZ reimbursement amounts are equal to 80% of the City and County tax increment receipts derived from the property and 2.5% of the City and County tax increments receipts from the entire TIRZ until the developer has fully recovered the eligible reimbursements
- the water and wastewater impact fee reimbursements are equal to 60% of the impact fee revenues collected from within the property and from off-site properties that utilize capacity in the wastewater system improvements or make direct connections to the water system improvements

Roadway Improvement Requirements

- the developer shall be responsible for contributing toward the future expansion of San Gabriel Pkwy. based upon the impact of the development as determined by a TIA
- the developer shall be required to dedicate right-of-way for the expansion of CR 270 when a plat contiguous to CR 270 is submitted. If the development proposes to take access from CR 270 the developer shall dedicate the ROW and contribute toward the expansion of the road

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 TIRZ revenue and a portion of the City's wastewater and water impact fees for reimbursement to the developer for the cost of constructing certain public improvements.

Recommendation: Staff recommends approval of the development agreement.

Attachments: 1. Development Agreement and Exhibits

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

CRESCENT LEANDER DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This *Crescent Leander Development and Reimbursement Agreement* (this "Agreement") is entered into effective when fully executed (the "Effective Date"), by: the City of Leander, Texas (the "City"); the Leander Development Authority (the "Authority"); Crescent Leander, TX, LLC ("Crescent") (the "Developer" or "Crescent"); and Reinvestment Zone Number One, City of Leander, Texas (the "Zone").

RECITALS

WHEREAS, this Agreement, when and if fully executed, will replace in its entirety that certain *Development and Reimbursement Agreement for Leander 183A Development II, LLC* (the "183A Agreement") entered into by the City, the Authority, Leander 183A Development II, LLC ("Leander 183A"), and the Zone effective November 1, 2012; provided that Crescent has acquired the Property and Leander 183A consents in writing to the termination of the 183A Agreement;

WHEREAS, when Crescent acquires the Property, this Agreement is fully executed and Leander 183A has consented in writing to the termination of the 183A Agreement, Leander 183A shall be released from any further rights, obligations, or liabilities under the 183A Agreement;

WHEREAS, if this Agreement is not fully executed within sixty (60) days after it is approved by the City Council of the City, it shall be null and void and the 183A Agreement shall remain in full force and effect;

WHEREAS, terms used in this Agreement that have their initial letters capitalized have the meanings given to them in the introductory paragraph above, in these RECITALS, and in ARTICLE 1 and ARTICLE 2;

WHEREAS, the City is a Texas home-rule municipal corporation;

WHEREAS, the Authority is a non-profit corporation formed pursuant to Subchapter D, Chapter 431, Texas Transportation Code, and the City Charter of the City;

WHEREAS, the Developer is a Texas limited liability company;

WHEREAS the Zone is a tax increment reinvestment zone created pursuant to the authority of Chapter 311, Texas Tax Code, as amended (the "Act"), by Ordinance No. 06-029-00 adopted by the City Council of the City (the "City Council") on September 7, 2006, as amended by Ordinance No. 06-029-01 adopted by the City Council on June 21, 2007;

WHEREAS, the City, the Authority, the Developer, and the Zone are individually referred to as a "Party" and collectively as the "Parties";

WHEREAS, the City executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; (2) creating a Payment Account within the Tax Increment Fund and depositing into the fund and into Sub-Accounts thereof the City Tax Increment

Receipts, County Tax Increment Receipts, Water Rebate Revenues, Wastewater Rebate Revenues, and any Drainage Revenues; (3) overseeing the design, construction, and installation and City acceptance of the TODD/TIF Projects; (4) approving the use of funds in the Payment Account and Sub-Accounts by the Authority to reimburse the Developer for TODD/TIF Project Costs; and (5) to hold the rights and obligations expressly set forth herein as rights and obligations of the City;

WHEREAS, the Zone, acting through its Board of Directors (the "Board") executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; (2) approving the creation of a Payment Account within the Tax Increment Fund and Sub-Accounts thereof and the deposits into the Tax Increment Fund and Sub-Accounts of the City Tax Increment Receipts, County Tax Increment Receipts, Water Rebate Revenues, Wastewater Rebate Revenues, and any Drainage Revenues; (3) approving the use of funds in the Payment Account and Sub-Accounts by the Authority to reimburse the Developer for TODD/TIF Project Costs; and (4) to hold the rights and obligations expressly set forth herein as rights and obligations of the Zone;

WHEREAS, the City created the Authority to oversee the design, construction, and installation of TODD/TIF Projects that benefit development within the Zone, subject to the terms and conditions of this Agreement;

WHEREAS, the City Council zoned the land within the Zone as the Leander Transportation Oriented Development District Planned Unit Development (the "TODD PUD");

WHEREAS, the City and the County have agreed that for the term of the Zone, fifty percent (50%) of their respective ad valorem taxes collected on the Captured Appraised Value of property within the Zone will be dedicated to the Zone;

WHEREAS, the City has agreed that sixty percent (60%) of the water impact fees and sixty percent (60%) of wastewater impact fees collected by the City within designated areas will be dedicated to the Zone subject to the terms and conditions of this Agreement;

WHEREAS, the City has agreed that Drainage Revenues collected by the City within designated areas will be dedicated to the Zone subject to the terms and conditions of this Agreement;

WHEREAS, the percentages of the funds dedicated to the Zone specified in this Agreement will be deposited into the Payment Account and into Sub-Accounts thereof and will be made available to the Authority to reimburse the Developer for costs paid or incurred to design, construct, and install TODD/TIF Projects that are authorized by the Act and that implement the Project Plan as recommended by the Board and approved by the City Council, subject to the terms and conditions of this Agreement;

WHEREAS, by this Agreement the Authority is contracting with the Developer to design, construct, and install TODD/TIF Projects that implement the Project Plan; and

WHEREAS, to facilitate the Developer's intended development of the Property in a market-competitive manner, the City Council has consented to the creation of a municipal utility district (the "District") that includes the Property and that will design, construct, and install Subdivision Improvements.

NOW THEREFORE, for and in consideration of the above stated premises and the terms, conditions, and covenants set forth herein, the Parties contract, covenant, and agree as follows:

ARTICLE 1
INTRODUCTION

1.1 The Property. As of the Effective Date, the Developer owns approximately 300.66 acres described on **Exhibit A** and approximately 190.33 acres described on **Exhibit B** (collectively, the "Property"). The Property is located within the Zone and the majoritiy of the Property is located in the TODD PUD. The 300.66 acres are located in the District, and the Parties intend for the 190.33 acres to be annexed into the District.

1.2 Development of the Property. The Property will be developed in in phases as determined by the Developer and in accordance with the Applicable Regulations, subject, however, to the following:

(a) Within two years after the 183A/183 Intersection has been fully constructed and is operational and open to the public, the Developer shall file with the City an application for a preliminary plat for the first phase of development that includes at least 150 single-family lots.

(b) Within two years after a preliminary plat for the first phase of development described in Section 1.2(a) has been approved by the City, the Developer shall have awarded a contract and given a notice to proceed to begin construction of the public infrastructure improvements required by the approved construction plans for said first phase of development.

(c) If the 183A/183 Intersection provides access for the first phase of development, then within four years after the 183A/183 Intersection has been fully constructed and is operational and open to the public, the Developer shall have constructed, completed and obtained City acceptance of either (1) the TODD Lift Station No. 1 and either the South Wastewater Interceptor or the North Wastewater Interceptor or (2) an alternative system acceptable to the City (e.g., low pressure dosing or routed to the regional plant). The alternative system is not eligible for any reimbursements from the City, the Zone, or the Authority. Additional Utility Projects to provide wastewater service will be constructed as required by the Applicable Regulations to serve the portion of the Property being developed.

(d) If a San Gabriel Parkway intersection provides access for the first phase of development, then within four years after the 183A/183 Intersection has been fully constructed and is operational and open to the public, the Developer shall have constructed, completed, and obtained City acceptance of either (1) the TODD Lift Station No. 2 and the Butler Winters Interceptor or (2) an alternative system acceptable to the City (e.g., low pressure dosing or routed to the regional plant). The alternative system is not eligible for any reimbursements from the City, the Zone, or the Authority. Additional Utility Projects to provide wastewater service will be constructed as required by the Applicable Regulations to serve the portion of the Property being developed.

(e) The City agrees to reserve in its current system from the 12-inch waterline to the Property capacity to provide 150 living unit equivalents of water service for development within the

Property; provided that the Developer meets the deadlines set forth in Sections 1.2(a) and (b) and completes construction of the public infrastructure described in Section 1.2(b) prior to the expiration of the approved construction plans for such public infrastructure. The reserved system capacity may be increased if approved by the City. Additional Utility Projects to provide water service will be constructed as required by the Applicable Regulations; provided that the City will not approve a final plat, or final plats, for more than 150 living unit equivalents of water service on the Property until such time that: (i) the Offsite Water Line that complies with the Applicable Regulations is built; or (ii) adequate fiscal surety guaranteeing the construction of the Offsite Water Line that complies with the Applicable Regulations is filed with the City.

(f) The City shall have the right to require the Developer to design, construct, and install Drainage Facilities to serve development within the Zone but outside the Property by giving written notice from the City Engineer that specifies in detail the following: the property outside the Property that will be served; the additional stormwater runoff that will be produced by the proposed development of such outside property; the schedule on which the facilities will be needed, including phasing if possible; and the availability of Drainage Revenues to pay the oversizing costs. The City and the Developer shall have 90 days during which to agree upon the matters set forth in the City Engineer's notice, including a reasonable schedule for installation of the Drainage Facilities; however, if notwithstanding their good faith efforts they are unable to agree, the Developer shall, nevertheless, be obligated to design, construct, and install the facilities substantially as specified in the City Engineer's original notice and the City's Master Drainage Plan unless the City Engineer agrees otherwise.

(g) If a residential subdivision is platted adjacent to San Gabriel Parkway on the 190.33 acre tract described in Exhibit "B" (the "Butler Winters Tract"), and if access to the subdivision is provided by an intersection with San Gabriel Parkway, then every lot on the Butler Winters Tract will be charged a roadway improvement fee payable at the time a final plat application is filed with the City, and will be a condition of final plat approval. The amount of the per lot roadway improvement fee shall proportionally allocate the cost of constructing San Gabriel Parkway (as shown on the City's Master Thoroughfare Plan) adjacent to the Butler Winters Tract based on a traffic impact analysis of peak hour trips resulting from the development of the Butler Winters Tract. Except as provided in this Subsection 1.2(g), development of the Property shall not be conditioned upon the payment of any fees or charges related to San Gabriel Parkway or upon the construction of any portion of San Gabriel Parkway. The Developer shall dedicate right-of-way for San Gabriel Parkway as required by the Applicable Regulations.

(h) Once construction on a phase or section is started, the section or phase will be installed and constructed in a timely manner and in compliance with the Applicable Regulations.

1.3 Development Incentives. The Authority desires to promote development within the Zone by providing financial assistance for the design, construction, and installation of TODD/TIF Projects that have been approved in the Project Plan.

1.4 Requested Reimbursements. The Developer has requested the Authority reimburse the Developer for costs associated with the design, construction, and installation of certain water, wastewater, drainage, road, and other public improvements that are described in ARTICLE 3 and that have been approved in the Project Plan.

1.5 Project Plan. The Board has recommended approval of, and the City Council has approved, water, wastewater, drainage, road, and other public improvements within and outside of the Zone that are eligible under the Act for reimbursement from the Zone. The Authority finds that such public improvements (i.e., the TODD/TIF Projects described in ARTICLE 3) are authorized by the Act, are consistent with and included in the Project Plan, and are appropriate for reimbursement pursuant to this Agreement.

1.6 Benefits. The Developer will benefit from being reimbursed certain costs and by virtue of the improved feasibility for current development of the Property, the financial benefit of the reimbursements, the City services that will be made available to the Property, and the predictability regarding the City's regulations applicable to development. The Authority, the Zone, and the City will benefit from the construction of the TODD/TIF Projects, the initial development within the TODD PUD, the enhancement of land values in properties that will be served by the TODD/TIF Projects, and resulting tax revenues that the City and the County will realize.

1.7 Consideration. The benefits to the Parties, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

1.8 Term. The term of this Agreement shall begin on the Effective Date and continue until the earlier of: (1) the date the Zone is terminated; or (2) the date on which the Developer has been reimbursed for all TODD/TIF Project Costs, unless earlier terminated as provided in this Agreement.

ARTICLE 2
DEFINITIONS

2.1 "183A/183 Intersection" is defined in Section 3.4(a).

2.2 "183A/183 Intersection Payment" is defined in Section 4.4(b).

2.3 "Applicable Regulations" mean: (1) this Agreement; (2) all federal statutes and regulations, as amended; (3) all statutes and the Constitution of the State of Texas, as amended (including, but not limited to, *Article III, Section 52-a of the Texas Constitution, Section 380.001 of the Texas Local Government Code, and Chapter 311 and Section 351.101 of the Texas Tax Code*), as amended from time to time; (4) the City's "SmartCode" in effect on December 19, 2013, and any amendments thereto that apply to the Property pursuant to Chapter 245, Texas Local Government Code; (5) to the extent not in conflict with this Agreement, all other City ordinances, as amended, including, but not limited to, the TODD PUD; and (6) all rules and regulations of the Texas Department of Transportation, as amended.

2.4 "Butler Winters Wastewater Interceptor" is defined in Section 3.2(f).

2.5 "Captured Appraised Value" means, for a taxing unit, the total taxable value of real property taxable by the unit and located in the Zone for a given year less the total taxable value of such real property taxable by the unit and located in the Zone for the year in which the Zone was created (i.e., 2006)

2.6 "City Tax Increment Receipts" mean: (i) 80% of [(50% of the ad valorem taxes collected and received by the City on the Captured Appraised Value of the Property) minus the Zone Administrative Expenses]; plus (ii) 2.5% of [(50% of the ad valorem taxes collected and received by the City on the Captured Appraised Value of all property in the Zone] minus the Zone Administrative Expenses).

2.7 "Consent Ordinance" means Ordinance No. 12-056-00 adopted by the City Council on November 1, 2012, as amended by Ordinance No _____ adopted by the City Council on December 19, 2013.

2.8 "County" means Williamson County, Texas.

2.9 "County Participation Agreement" means the *Amended Tax Increment Financing Agreement* effective August 8, 2006, by and between the City and the County.

2.10 "County Tax Increment Receipts" mean (i) 80% of [(50% of the ad valorem taxes collected and received by the County on the Captured Appraised Value of the Property) minus the Zone Administrative Expenses]; plus (ii) 2.5% of [(50% of the ad valorem taxes collected and received by the County on the Captured Appraised Value of all property in the Zone) minus the Zone Administrative Expenses].

2.11 "Direct Connection" means a water service line that is directly connected to a water main that is connected to the Offsite Water Lines.

2.12 "Drainage Facilities" are defined in Section 3.1 and Section 3.3.

2.13 "Drainage Reimbursement %" is defined in Section 4.3(c).

2.14 "Drainage Revenues" mean revenues which may be collected and received by the City under Section 4.11 within the total watershed area served by the Drainage Facilities to reimburse the Developer for costs paid or incurred to oversize the Drainage Facilities.

2.15 "Drainage Sub-Account" means a separate sub-account of the Payment Account into which the City shall deposit the Drainage Revenues, in the event such revenues are assessed, collected and received, and from which the Authority will reimburse the Developer for TODD/TIF Project Costs for the Drainage Facilities as specified in this Agreement.

2.16 "ESTIMATED TOTAL for the Drainage Facilities" is defined in Section 4.3(b).

2.17 "ESTIMATED TOTAL for Road Improvements" is defined in Section 4.4(a).

2.18 "ESTIMATED TOTAL for the Utility Projects" is defined in Section 4.2(c).

2.19 "Facilities Agreement" means that certain *Amended and Restated Facilities Agreement* entered into between the City, the Developer, and the District effective December 19, 2013.

2.20 "Initial Entryway" is defined in Section 3.4(b).

2.21 "Initial Payment" is defined in Sectin 4.9.

2.22 "Master Thoroughfare Plan" is defined as that certain master thoroughfare plan adopted by City Ordinance No. 13-067-00.

2.23 "North Wastewater Interceptor" is defined in Section 3.2(d).

2.24 "Offsite Wastewater Lines" are defined in Section 3.2(c).

2.25 "Offsite Water Lines" is defined in Section 3.2(g).

2.26 "Payment Account" means a separate account established by the City and the Zone within the Tax Increment Fund for the deposit of the City Tax Increment Receipts, the County Tax Increment Receipts, the Wastewater Rebate Revenues, the Water Rebate Revenues, and the Drainage Revenues.

2.27 "Project Entry Road" is defined in Section 3.4(c).

2.28 "Road Improvements" are defined in Section 3.1 and Section 3.4.

2.29 "South Wastewater Interceptor" is defined in Section 3.2(e).

2.30 "Storm Water Control Pond A1" is defined in Section 3.3(a).

2.31 "Storm Water Control Pond B1" is defined in Section 3.3(b).

2.32 "Storm Water Control Pond L1" is defined in Section 3.3(c).

2.33 "Sub-Account" means individually each of the Tax Increment Sub-Account, Water Rebate Sub-Account, Wastewater Rebate Sub-Account; and Drainage Sub-Account.

2.34 "Sub-Accounts" mean collectively the Tax Increment Sub-Account, Water Rebate Sub-Account, Wastewater Rebate Sub-Account; and Drainage Sub-Account.

2.35 "Subdivision Improvements" are defined in Section 3.6.

2.36 "Project Plan" means that certain Project Plan and Reinvestment Zone Financing Plan as recommended by the Board of Directors of the Zone and approved by the City Council on October 5, 2006, and as modified upon recommendation of the Board of Directors of the Zone on December 16, 2013, and approved by the City Council by Ordinance No. _____ adopted December 19, 2013.

2.37 "Tax Increment Fund" means the tax increment fund required by the Act into which the ad valorem taxes levied and collected by the City and the County on the Captured Appraised Value are deposited.

2.38 "Tax Increment Sub-Account" means a separate sub-account of the Payment Account into which the City shall deposit the City Tax Increment Receipts and County Tax Increment Receipts

received by the City and from which the Authority will reimburse the Developer for TODD/TIF Project Costs specified in this Agreement.

2.39 "TODD Area" is defined in Section 3.3(a).

2.40 "TODD Lift Station No. 1" is defined in Section 3.2(a).

2.41 "TODD Lift Station No. 2" is defined in Section 3.2(b).

2.42 "TODD Enhancements" are defined in Section 3.1 and Section 3.5.

2.43 "TODD/TIF Projects" are defined in Section 3.1.

2.44 "TODD/TIF Project Costs" are defined in Section 4.1.

2.45 "Total LUE Capacity" is defined in Section 4.2(b).

2.46 "Utility Projects" are defined in Section 3.1 and Section 3.2.

2.47 "Utility Reimbursement %" is defined in Section 4.2(b).

2.48 "Wastewater Rebate Revenues" mean: (i) 60% of the wastewater impact fees collected and received by the City within the Property; plus (ii) 60% of the wastewater impact fees collected and received by the City for any development outside the Property that utilizes capacity in the Wastewater Utility Projects constructed pursuant to this Agreement.

2.49 "Wastewater Rebate Sub-Account" means a separate sub-account of the Payment Account into which the City shall deposit the Wastewater Rebate Revenues and from which the Authority will reimburse the Developer for TODD/TIF Project Costs specified in this Agreement.

2.50 "Water Rebate Revenues" mean: (i) 60% of the water impact fees collected and received by the City within the Property; plus (ii) 60% of the water impact fees collected and received by the City for any development outside the Property that is served through a Direct Connection to the Offsite Water Lines constructed pursuant to this Agreement.

2.51 "Water Rebate Sub-Account" means a separate sub-account of the Payment Account into which the City shall deposit the Water Rebate Revenues and from which the Authority will reimburse the Developer for TODD/TIF Project Costs specified in this Agreement.

2.52 "Wastewater Utility Projects" are the TODD Lift Station No. 1, the TODD Lift Station No. 2, the Offsite Wastewater Lines, the North Wastewater Interceptor, the South Wastewater Interceptor, and the Butler Winters Wastewater Interceptor.

2.53 "Zone Administrative Expenses" mean the administration costs set forth in the Project Plan.

ARTICLE 3
TODD/TIF PROJECTS

3.1 TODD/TIF Projects. The "TODD/TIF Projects" for which the Developer will be eligible for reimbursement, subject to the terms and conditions of this Agreement, are the following categories of public improvements (all of which are shown on **Exhibit C**): "Utility Projects" described in Section 3.2; "Drainage Facilities" described in Section 3.3; "Road Improvements" described in Section 3.4; and "TODD Enhancements" described in Section 3.5.

3.2 Utility Projects. Utility Projects consist of the following sub-categories of projects:

(a) "TODD Lift Station No. 1" as defined in City of Leander Transit Oriented Development Sector Water and Wastewater Master Plan dated May 2006 by Bury & Partners, will have a capacity of at least 1,354 gallons per minute at full build-out. The Lift Station will be designed and constructed to adjust its capacity as wastewater flows increase. The lift station provides service to approximately 508 acres within the TODD PUD.

(b) "TODD Lift Station No. 2" as defined in City of Leander Transit Oriented Development Sector Water and Wastewater Master Plan dated May 2006 by Bury & Partners, will have a capacity of at least 600 gallons per minute at full build-out. The lift station will be designed and constructed to adjust its capacity as wastewater flows increase. The lift station provides service to approximately 170 acres within the TODD PUD.

(c) "Offsite Wastewater Lines" consist of approximately 6,400 linear feet of 12-inch force main pipe from TODD Lift Station No. 1 to the proposed 18-inch gravity interceptor along Highway 183A to an 18-inch interceptor crossing Highway 183A and the Capital Metro Railroad to the existing 21-inch interceptor. The Offsite Wastewater Lines also include 4,500 linear feet of 8-inch force main from TODD Lift Station No. 2 to the proposed 18-inch interceptor located at San Gabriel Parkway and Highway 183A. The Offsite Wastewater Lines will have the capacity to convey wastewater from TODD Lift Station No. 1 through the Property to Highway 183, then south along Highway 183 to tie in with the existing North Brushy Creek (NBC-I) Interceptor.

(d) "North Wastewater Interceptor" is a gravity interceptor consisting of approximately 1,200 linear feet of 8-inch pipe, 1,600 linear feet of 10-inch pipe, and 2,200 linear feet of 12-inch pipe from the commercial area north of the creek to TODD Lift Station No. 1. This interceptor is designed to have a capacity of 425 living unit equivalents to serve commercial development and 281 living unit equivalents to serve single-family development.

(e) "South Wastewater Interceptor" is a gravity interceptor consisting of 1,000 linear feet of 8-inch pipe, 1,900 linear feet of 10-inch pipe, and 2,900 linear feet of 12-inch pipe from the commercial areas south of the creek to the TODD Lift Station No. 1. This interceptor is designed to have a capacity of 425 living unit equivalents to serve commercial development and 523 living unit equivalents to serve single family development, including 54 living unit equivalents for a school site and 10 living unit equivalents for an amenity center.

(f) "Butler Winters Wastewater Interceptor" is a gravity interceptor consisting of 1,800 linear feet of 8-inch pipe and 800 linear feet of 10-inch pipe from San Gabriel Parkway to TODD

Lift Station No. 2. This interceptor is designed to have a capacity of 228 living unit equivalents for the 8-inch pipe and 775 living unit equivalents for the 10-inch pipe.

(g) "Offsite Water Lines" consist of 12,000 linear feet of pipe that will tie into the City's existing water grid as shown in the Transit Oriented Development Sector Water and Wastewater Master Plan prepared by Bury+Partners, dated May 2006 (shows 24-inch line along Highway 183A in the exhibit but not in the report). This line will be constructed in three phases. One phase will consist of 4,000 linear feet of appropriately sized pipe from the entry road into the Property in San Gabriel Parkway to the existing 12-inch water line at San Gabriel Parkway and Highway 183. Another phase will extend the appropriately sized waterline approximately 8,000 linear feet west to the existing 16-inch water line in Bagdad Road. The remaining phase will consist of 2,000 linear feet along Highway 183A. The existing Transit Oriented Development Sector Water and Wastewater Master Plan prepared by Bury+Partners, dated May 2006 identifies the line as a potential 24-inch line.

3.3 Drainage Facilities. Drainage Facilities consist of the following sub-categories of facilities:

(a) "Storm Water Control Pond A1" is located at the Northwest corner of the Property, as shown on the attached Exhibit C, and is a water quality facility that provides regional detention and water quality for approximately six (6) acres of the the commercial development within the Property and other land that is outside the boundaries of the Property but within the boundaries of the Zone (the "TODD Area") and approximately 15 acres of the single family development within the Property.

(b) "Storm Water Control Pond B1" is located along the future Project Entry Road, as shown on the attached Exhibit C and is a water quality facility that provides regional detention and water quality for approximately 15 acres of the TODD Area and approximately 39.72 acres of thesSingle family development within the Property.

(c) "Stormwater Control Pond L1" is located as shown on the attached Exhibit C and is a water quality facility that operates in a series with Pond A1. Pond L1 provides regional detention and water quality for approximately 7.35 acres of the TODD Area and approximately 34.21 acres of the single family development within the Property.

(d) "Storm Water Control Pond B1A" is located near the main entry road near 183A as shown on the attached Exhibit C and is a water quality facility that provides water quality for approximately 4.23 acres of the TODD Area.

(e) "Storm Water Control Pond I1" is located northeast of San Gabriel Parkway along an unnamed tributary as shown on the attached Exhibit C and is a water quality and detention facility that provides regional detention and water quality for approximately 8.01 acres of the TODD area and approximately 20.18 acres of the single family development within the Property.

3.4 Road Improvements. Road Improvements consist of the following sub-categories of improvements:

(a) The "183A/183 Intersection" consisting of the improvements at the intersection of Highway 183A, Highway 183, and the Initial Entryway, including both northbound and southbound turn-arounds and two four-way traffic signal lights.

(b) The "Initial Entryway" consisting of the road improvements from the 183A/183 Intersection into the Property, which improvements shall be designed and constructed as not less than a four (4) lane divided roadway in accordance with the Applicable Regulations.

(c) "Project Entry Road" consisting of the road improvements that will connect the Initial Entryway to the first phase of development within the Property.

3.5 TODD Enhancements consist of amenity centers, playgrounds, trails, pathways, plazas, street lights, greenbelts, parks, and green space within the Property that are selected by the Developer, that exceed the minimum requirements of the City's "SmartCode," and that are approved by the City's Urban Design Officer.

3.6 Subdivision Improvements. The subdivision improvements are all required water facilities, wastewater facilities, streets, drainage facilities and other amenities and improvements that are required by regulatory authorities with jurisdiction over the Property to serve individual lots within the Property) (the "Subdivision Improvements"), and do not include any oversized portion of such amenities, facilities, or improvements. The Developer shall not receive any rebate or contribution from the City or the Authority for any part or portion of the Subdivision Improvements, except as specifically provided in ARTICLE IV. The Developer shall, at the Developer's expense, design and construct the Subdivision Improvements as and when the Developer determines in accordance with the Applicable Regulations except as otherwise specifically provided in Section 1.2 and the Applicable Regulations. The Subdivision Improvements shall be designed, constructed, and completed in compliance with the plans and specifications approved by the City, the Applicable Regulations, and good engineering practices. The Developer may contract with the District to design, construct, and install the Subdivision Improvements; provided that the Developer shall be and remain responsible for the timely completion of all Subdivision Improvements in accordance with the Applicable Regulations.

3.7 Third-Party Participation. In order to reduce the financial burden on the Developer and the Zone, the Parties agree to work cooperatively toward identifying other third-party owners and developers willing to cost participate in the design and construction of oversized TODD/TIF Projects. The Zone Board intends to consider policies to require future developments that require capacity in such projects to participate in the costs to design and construct such projects and facilities.

ARTICLE 4
REIMBURSEMENT OF TODD/TIF PROJECT COSTS

4.1 TODD/TIF Project Costs. Subject to the terms, limitations, and provisions of this Agreement, and the Developer's full and timely performance of, and compliance with, each of the requirements set forth in this Agreement, the Authority shall reimburse the Developer for a percentage of the actual, documented costs and expenses paid or incurred by the Developer to design, construct, and install the TODD/TIF Projects set forth in Sections 4.2-4.5 up to a maximum of the sum of the ESTIMATED TOTALS set forth in Sections 4.2-4.5 (the "TODD/TIF Project Costs").

4.2 Utility Projects.

(a) One Hundred Percent (100%) of the TODD/TIF Project Costs for each of the following sub-categories of Utility Projects, subject to Section 4.2(c), are reimbursable:

TODD/TIF Project	Estimated Project Cost
(1) TODD Lift Station No. 1	$480,000.00
(2) TODD Lift Station No. 2	$612,000.00
(3) Offsite Wastewater Lines	$1,870,300.00
(4) Butler Winters Wastewater Interceptor	$219,000.00
(5) Offsite Water Lines	$2,730,000.00

(b) A pro rata share of the TODD/TIF Project Costs for each of the following sub-categories of Utility Projects is reimbursable, subject to Section 4.2(c), with the pro rata share being established by dividing (i) the result of subtracting the number of living unit equivalents required to serve the Property from the total living unit equivalent capacity of the specific Utility Project as constructed and accepted by the City (the "Total LUE Capacity"), by (ii) the Total LUE Capacity, to establish the percentage amounts attributable to the Property for which the Developer will be eligible to receive reimbursements (the "Utility Reimbursement %").

TODD/TIF Project	Estimated Project Cost
(1) North Wastewater Interceptor	$378,120.00
(2) South Wastewater Interceptor	$489,200.00

(c) The ESTIMATED TOTAL cost for the Utility Projects is the sum of (i) Section 4.2(a)(1)-(5) and (ii) Section 4.2(b)(1) x the Utilty Reimbursement % and (iii) Section 4.2(b)(2) x the Utility Reimbursement %, which sum is the "ESTIMATED TOTAL for Utility Projects". The ESTIMATED TOTAL for Utility Projects may not be exceeded without amending this Agreement; however, the TODD/TIF Project Costs for each sub-category of Utility Projects may be increased without the consent of the City so long as the ESTIMATED TOTAL for Utility Projects is not exceeded. If the total actual costs to design, construct, and install the Utility Projects exceed the ESTIMATED TOTAL for Utility Projects, the excess is not reimbursable without the consent of the City.

4.3 Drainage Facilities.

(a) A pro rata share of the TODD/TIF Project Costs for each of the following sub-categories of Drainage Facilities is reimbursable, subject to Section 4.3(b), with the pro rata share being calculated as set forth in Section 4.3(c) (the " Drainage Reimbursement %):

TODD/TIF Project		Estimated Project Cost
(a)	Stormwater Control Pond A1	$362,250.00
(b)	Stormwater Control Pond B1	$598,000.00
(c)	Stormwater Control Pond L1	$1,164,375.00

(b) The ESTIMATED TOTAL cost for the Drainage Facilities is the sum of (i) Section

4.3(a)(1) x the Drainage Reimbursement % and (ii) Section 4.3(a)(2) x the Drainage Reimbursement % and (iii) Section 4.3(a)(3) x the Drainage Reimbursement %, which sum is the "ESTIMATED TOTAL for Drainage Facilities". The ESTIMATED TOTAL for Drainage Facilities may not be exceeded without amending this Agreement; however, the TODD/TIF Project Costs for each sub-category of facilities may be increased without the consent of the City so long as the ESTIMATED TOTAL for Drainage Facilities is not exceeded. If the total actual costs to design, construct, and install the Drainage Facilities exceed the ESTIMATED TOTAL for Drainage Facilities, the excess is not reimbursable without the consent of the City.

(c) The City Engineer, or other qualified and certified engineer employed by the Authority (referred to collectively herein as the "Engineer"), shall determine, subject to Developer appealing to the Authority the Engineer's decision, the number of acres of impervious cover within the Property, and the number of acres of impervious cover outside the Property, that will be served by each such facility. The Developer shall separately document to the Engineer the cost and expense of designing and constructing each such Drainage Facility. Developer shall be eligible to receive reimbursement for a portion of the design and construction costs of such Drainage Facilities attributable to land outside the Property. Except as provided below, the portion eligible for reimbursement shall be determined by dividing the total acres of impervious cover of land located outside the Property by the total acres of impervious cover that will be served by the particular Drainage Facility to establish the percentage of the TODD/TIF Project Cost of the particular Drainage Facility that will be subject to reimbursement. For example, if a Drainage Facility will serve as the stormwater control pond for 60 acres of impervious cover and 45 of such acres of impervious cover are located outside the Property and 15 acres are within the Property, Developer shall be eligible to receive reimbursement of seventy five percent (75%) of the TODD/TIF Project Costs for the Drainage Facility. Additionally, the Developer shall be reimbursed for the costs of the land required to size the ponds to serve the land that is located outside the property. The Developer's engineer shall subtract the area of the ponds necessary to serve the Property from the total area of each pond. The cost of land shall be one hundred twenty-five percent (125%) of the Developer's purchase price of the land. Developer must provide satisfactory proof to the Engineer of the Developer's purchase price per acre of the Property.

4.4 Road Improvements.

(a) One hundred percent (100%) of the TODD/TIF Project Costs for each of the following sub-categories of Road Improvements is reimbursable, subject to the limitations set forth in this Section 4.4(a):

TODD/TIF Project		Estimated Project Cost
(1)	Initial Entryway	$715,000.00
(2)	Project Entry Road	$770,000.00

The ESTIMATED TOTAL cost for the Road Improvements is the sum of Section 4.4(a)(1) and (2) and Section 4.4(b); however the total costs reimbursable to the Developer for Road Improvements are limited to $2,000,000 (the "ESTIMATED TOTAL for Road Improvements"). The ESTIMATED TOTAL for Road Improvements may not be exceeded without amending this Agreement; however, the TODD/TIF Project Costs for each sub-category of projects may be increased without the consent of the City so long as the ESTIMATED TOTAL for Road Improvements is not exceeded. If the actual costs to

design, construct, and install the Road Improvements exceed the ESTIMATED TOTAL for Road Improvements, the excess is not reimbursable without the consent of the City.

(b) The Developer shall pay $1,500,000 for the design and construction of the 183A/183 Intersection (the "183A/183 Intersection Payment"). One hundred percent (100%) of the 183A/183 Intersection Payment is reimbursable, subject to Section 4.4(a). The Parties agree that the Developer has already expended $250,000 of the $1,500,000 for the 183A/183 Intersection. The remaining $1,250,000 will be contributed by the Developer within 60 days after written notice from the City Engineer that the Developer's contribution is needed. The Developer shall have no liability for the amount by which the actual cost to complete the 183A/183 Intersection may exceed the available funds, including the Developer's contribution.

4.5 TODD Enhancements. Fifty percent (50%) of the TODD/TIF Project Costs for the TODD Enhancements selected by the Developer and approved by the City's Urban Design Officer are reimbursable. The ESTIMATED TOTAL for the TODD Enhancements is $ $680,000.00.

4.6 The City shall create and maintain the Payment Account as a separate and segregated account within the Tax Increment Fund. Within the Payment Account, the City shall create and maintain the Tax Increment Sub-Account, Water Rebate Sub-Account, Wastewater Rebate Sub-Account, and Drainage Sub-Account as separate and segregated accounts (invested in the same manner as other municipal funds with interest added to the balance). The City shall not comingle the Payment Account or any of the Sub-Accounts with any other funds of the City and shall not allow the Payment Account or any of the Sub-Accounts to be used for any purposes except as provided by this Agreement.

4.7 The City shall deposit (no less frequently than quarterly for the earlier to occur of (a) the term of the Zone; (b) the TODD/TIF Projects Costs are reimbursed in full; or (c) the termination of this Agreement): (1) the City Tax Increment Receipts and County Tax Increment Receipts into the Payment Account and immediately thereafter into the Tax Increment Sub-Account; (2) the Water Rebate Revenues into the Payment Account and immediately thereafter into the Water Rebate Sub-Account; (3) the Wastewater Rebate Revenues into the Payment Account and immediately thereafter into the Wastewater Rebate Sub-Account; and (4) any Drainage Revenues into the Payment Account and immediately thereafter into the Drainage Sub-Account.

4.8 The Payment Account shall only be used to fund the Sub-Accounts, and the Sub-Accounts shall only be used to reimburse the Developer for TODD/TIF Project Costs. The City and the Authority shall provide to the Developer a quarterly accounting (certified by the City Manager of the City and by the Board of Directors of the Authority) of all deposits into and disbursements from the Payment Account and each Sub-Account, and shall otherwise maintain complete books and records with respect to such deposits and disbursements in accordance with generally accepted accounting principles as applied to Texas municipalities.

4.9 Following the completion of each TODD/TIF Project and upon written notice from the Developer, the City shall accept the completed project if the project complies with the Applicable Regulations. The City shall issue written confirmation to the Developer that the project has been accepted upon request. Upon acceptance of a TODD/TIF Project, the Developer shall submit to the Authority evidence (in form reasonably acceptable to the Authority) of the actual costs paid or incurred by the Developer and of the TODD/TIF Project Costs to which the Developer is entitled to be

reimbursed. The Developer shall keep records of all contracts, change orders, payment applications, and pay requests made in connection with the design and construction of the TODD/TIF Projects. The Authority shall have 30 days to verify the TODD/TIF Project Costs or to notify the Developer in writing of the Authority's objections to the Developer's request for reimbursement (and the failure of the Authority to do so within such 30-day period shall constitute verification of the costs as presented by the Developer). If the Authority verifies (or is deemed to have verified) that the Developer paid or incurred the TODD/TIF Project Costs, then (to the extent funds are available in the Sub-Accounts) the Authority shall reimburse the Developer for the verified costs within an additional 15 days up to, but not exceeding, the lower of the verified TODD/TIF Project Costs for the particular project for which reimbursement is requested or the ESTIMATED TOTALS for the particular category of TODD/TIF Project Costs as set forth in Sections 4.2 through 4.5 (the "Initial Payment"). After an Initial Payment, to the extent funds are available in the Sub-Accounts and if the verified TODD/TIF Project Costs have not been reimbursed in full by an Initial Payment, then the Authority shall make payments to reimburse the Developer for such verified TODD/TIF Project Costs on or before the thirtieth (30th) day following the end of each calendar quarter (March 31, June 30, September 30, and December 31) of each year until the earlier to occur of: (i) the verified TODD/TIF Project Costs having been paid in full; (ii) the Authority has made payments equal to the ESTIMATED TOTAL for the particular subcategory of TODD/TIF Projects; or (iii) this Agreement has terminated or expired. The Authority shall reimburse the Developer from the Sub-Accounts as follows, and no funds shall otherwise be disbursed from the Sub-Accounts:

(a) Water Rebate Sub-Account. The Water Rebate Sub-Account shall only be used to reimburse TODD/TIF Project Costs for the Offsite Water Lines in the order in which such water facilities are accepted by the City. Upon the earlier to occur of the TODD/TIF Project Costs having been paid in full for the Offsite Water Lines or the termination of this Agreement, the City may terminate the Sub-Account and use the Water Rebate Revenues unencumbered by this Agreement.

(b) Wastewater Rebate Sub-Account. The Wastewater Rebate Sub-Account shall only be used to reimburse TODD/TIF Project Costs for the TODD Lift Station No. 1, TODD Lift Station No. 2, Offsite Wastewater Lines, North Wastewater Interceptor, South Wastewater Interceptor, and Butler Winters Wastewater Interceptor in the order in which such wastewater facilities are accepted. Upon the earlier to occur of the TODD/TIF Project Costs having been paid in full for such wastewater facilities or the termination of this Agreement, the City may terminate the Sub-Account and use the Wastewater Rebate Revenues unencumbered by this Agreement.

(c) Drainage Sub-Account. The Drainage Sub-Account shall only be used to reimburse TODD/TIF Project Costs for the Drainage Facilities in the order in which such facilities are accepted. Upon the earlier to occur of the TODD/TIF Project Costs having been paid in full for such drainage facilities or the termination of this Agreement, the City may terminate the Sub-Account and use any Drainage Revenues unencumbered by this Agreement.

(d) Tax Increment Sub-Account. The Tax Increment Sub-Account shall be used only to reimburse TODD/TIF Project Costs in the order determined by the Developer. Upon the earlier to occur of all TODD/TIF Project Costs having been paid in full for all TODD/TIF Projects or the termination of this Agreement, the City may terminate the Sub-Account and use the City Tax

Increment Receipts unencumbered by this Agreement, and the County may use the County Tax Increment Receipts unencumbered by this Agreement.

4.10 The City, at any time at its sole option and discretion, may elect to make one or more lump sum payments to the Developer for reimbursement of the TODD/TIF Projects Costs from any source of funds available to the City in one or more lump sum payments.

4.11 The City, the Authority, and the Zone each represent and warrant to the Developer that, to the best knowledge and belief of each of them, no person or entity has any right, title, or interest in the City Tax Increment Receipts, County Tax Increment Receipts, Wastewater Rebate Revenues, Water Rebate Revenues, or the Drainage Revenues. Each of the City, the Authority, and the Zone further represent and warrant to the Developer that, to their best knowledge and belief, entering into this Agreement will not constitute a breach of or otherwise violate any agreement to which they are a party or by which they are bound.

4.12 District Reimbursements. The Developer shall not seek or accept reimbursement from the District for any of the TODD/TIF Project Costs for which the Developer is reimbursed pursuant to this Agreement.

4.13 Drainage Revenues. In the event that the City, within its sole discretion,: (a) imposes by ordinance or through contracts an obligation on the owners and developers of land outside the Property but within the benefitted watershed to share in the oversizing cost of Drainage Facilities designed, constructed, and installed by the Developer for the benefit of such watershed area; and/or (b) elects to pay to Developer a tax increment payment in addition to the City Tax Increment Receipts and the County Tax Increment Receipts, which additional tax increment payment shall be fifteen percent (15%) of 50% of the ad valorem taxes collected and received by the City on the Captured Appraised Value of the properties using the Drainage Facilities. The resulting Drainage Revenues collected from such owners and developers will be deposited into the Payment Account and corresponding Drainage Sub-Account and used by the Authority to reimburse the Developer for Drainage Facilities in accordance with this Agreement. In addition, to the extent the oversizing costs are not shared pro rata by such owners or developers, the Developer shall have the right to apply the unreimbursed oversizing costs as a credit against future drainage fees that may be charged or assessed against the Property.

4.14 Required Bonds. With respect to the construction of any TODD/TIF Project, the Developer shall require the contractor to provide performance and payment bonds that name the Authority as the insured or co-insured. In addition, the Developer shall post fiscal surety with the City for the TODD/TIF Projects only in amounts sufficient to restore the area of construction if construction is stopped prior to completion. Fiscal surety required to obtain final plat approval shall be provided as established by the Applicable Regulations.

4.15 Required Payment of Impact Fees. Each owner of a lot within the Property shall pay the City's water and the wastewater impact fees to the City for each such lot to be developed by such owner on the earlier of the date that a building permit is issued or an application for a connection to the City's water or wastewater system is approved for such lot. If for any reason the City is prevented from collecting water or wastewater impact fees within the Property, then the City shall be entitled to collect from each owner of a lot within the Property (on the earlier of building permit issuance or connection approval) the then-applicable City impact fee (not to exceed $2,000 per living unit equivalent) for each

connection to the City's water system and the then-applicable City impact fee (not to exceed $2,000 per living unit equivalent) for each connection to the City's wastewater system as a contribution to the costs of the extension of City services to the Property. The contractual impact fees, if any, imposed and received by the City pursuant to this Section shall be impact fees for purposes of this Agreement and shall be rebated to the Developer as provided in this Agreement.

4.16 Suspension of Reimbursements. Notwithstanding any other term or provision of this Agreement, no reimbursement shall be made to Developer at a time when Developer is delinquent in the payment of ad valorem taxes to either the City or the County. For so long as such delinquencies by Developer remain unpaid (including interest, penalties, and costs of collection), reimbursements by the Authority to Developer shall be suspended and deposited into a third-party escrow account until the delinquencies are fully paid. This provision does not apply to ad valorem taxes that are due but not yet delinquent. A developer shall not be considered "delinquent" if exercising its rights to protest valuation.

4.17 Deletion of TODD/TIF Projects. The Authority may delete any TODD/TIF Project from this Agreement (prior to the time that the Developer commences construction of the project) by giving written notice to the Developer that the Authority, at its cost and expense or that of a third party, intends to construct the project earlier than the project would otherwise be constructed by the Developer; however, the Developer shall be reimbursed for any TODD/TIF Project Costs paid or incurred prior to receipt of the Authority's notice.

ARTICLE 5
PROJECT COSTS; ENGINEERING REQUIREMENTS

5.1 The TODD/TIF Project Costs for each of the TODD/TIF Projects set forth in ARTICLE 4, excluding the 183A/183 Intersection which is a lump sum payment, include costs for the following:

(a) hard construction costs;

(b) surveying costs;

(c) the cost of soils and materials testing;

(d) engineering fees relating to the Project;

(e) any other necessary and reasonable out-of-pocket costs expended by the Developer in connection with the design, construction, and installation of the TODD/TIF Projects, including the cost of any necessary land and rights-of-way located outside the boundaries of the Property;

(f) legal fees and professional costs paid to the Authority in conjunction with the negotiation and execution of this Agreement;

(g) plan review, approval, and inspection fees paid to any governmental agency having jurisdiction to review the plans and construction of a TODD/TIF Projects, that are charged and paid for review and inspection of TODD/TIF Projects; and

(h) land costs for Drainage Facilities;

All such sums and amounts shall be documented to and approved by the Authority upon completion and final acceptance by the City of each TODD/TIF Project, for the purposes of determining the final agreed amount eligible for reimbursement to Developer under this Agreement.

5.2 Developer Payment of Costs. All TODD/TIF Project Costs, as well as the costs of the Subdivision Improvements, shall be paid by the Developer as they become due. The Authority will not bear or pay any part or portion of such costs.

5.3 Developer Financing. The Developer shall secure the financing for, and shall design, construct, and install the TODD/TIF Projects and Subdivision Improvements in accordance with this Agreement. The Developer shall not receive any rebate or contribution from the City or the Authority for any part or portion of any amenity or improvement constructed either off-site or on-site within the boundaries of the Property, or any other cost or expense whatsoever; save and except only for the obligations and performances specifically required to be performed by the City and the Authority pursuant to the terms of this Agreement.

5.4 Bid Requirements. The Developer shall obtain written bids and at least three (3) bid sheets submitted by independent, qualified contractors for the construction of each TODD/TIF Project. Public bidding in compliance with the Municipal Purchasing Act is not required, but written bids are required to be obtained and accepted in a fair and impartial manner with three (3) or more interested, prospective bidders having been provided equal access to plans, specifications, and information. The Parties acknowledge that the TODD/TIF Projects may, in some cases, be built in conjunction with Subdivision Improvements that are not subject to reimbursement under this Agreement. Developer will have each bid proposal separately identify or itemize the construction costs for TODD/TIF Projects and Subdivision Improvements.

5.5 City Engineer Bid Approval. The City Engineer will timely review and approve all bids and contracts for the construction of TODD/TIF Projects for compliance with the Applicable Regulations. Subject to change orders approved by the City Engineer for such compliance, the actual TODD/TIF Project Costs paid or incurred by the Developer will determine the amount reimbursed to the Developer pursuant to this Agreement. Provided written bids are obtained and the contractor selection is made in a manner as not to discourage future competition and competitive bids, the selection of the contractor will be at the sole discretion of the Developer. The Developer will award all construction contracts.

5.6 Developer Reports and Records. The Developer will make quarterly reports to the City Engineer on the amounts paid to contractors for each TODD/TIF Project and will maintain accounts in a manner that separately reflects payments subject to reimbursement under this Agreement.

5.7 City Engineer Responsibilities. The City Engineer will: (1) make recommendations to and advise the Authority on the award of construction contracts by the Developer; (2) make quarterly reports to the Authority on the progress of construction; (3) review and make recommendations to the Authority on the final, as-built TODD/TIF Project Costs; and (4) periodically inspect the TODD/TIF Projects during construction. No changes to the plans and specifications or change orders to the construction contracts pertaining to a TODD/TIF Project may be made without the approval of the City Engineer. The City Engineer will reasonably cooperate with the Developer and the Developer's project

engineer and will keep the Developer's project engineer fully advised of the City Engineer's findings regarding the bidding process and the construction of the TODD/TIF Projects.

5.8 Record Drawings. Upon completion of construction of each TODD/TIF Project, the Developer must provide the Authority with final, "record" drawings in a form approved by the City Engineer.

5.9 Required Certificates. Upon completion of construction of each TODD/TIF Project, the Developer's engineer must provide the City with a certificate of completion certifying that the construction of the TODD/TIF Project has been completed in accordance with the plans and specifications approved by the City Engineer and that the required "record" drawings have been provided.

5.10 Eligible Costs. The Developer will work and coordinate with the Authority and the City Engineer to assure that actual TODD/TIF Project Costs are accurately and truly identified and agreed between the Parties as eligible for reimbursement under this Agreement.

5.11 The TODD/TIF Projects shall be designed and constructed in accordance with the plans and specifications approved by the City, the Applicable Rules, and good engineering practices.

ARTICLE 6
PLANS, SPECIFICATIONS, AND PERFORMANCE

6.1 Other Authority Agreements. The City and the Authority hereby further agree as follows:

(a) Building Permits. The City and the Authority will coordinate and facilitate the issuance of building permits for buildings to be constructed within a phase of the subdivision for which a final plat has been approved based on the City having either accepted (i) the completed Subdivision Improvements for such phase or (ii) adequate fiscal surety for such phase as required by the Applicable Regulations; provided the permit applicant is not in default under this Agreement and that the application does not commit the Authority to request the City to waive otherwise applicable requirements that on-site and off-site infrastructure for the approved plat must be accepted by the City prior to the issuance of a certificate of occupancy for the completed building.

(b) Authorized Coordination. The Authority will, as appropriate, authorize the City Engineer to coordinate with the Developer's engineer in a timely manner on specific design requirements, plans, and specifications for the TODD/TIF Projects and Subdivision Improvements.

(c) Plan Approval. The City Engineer shall review and approve, on behalf of the Authority, all plans for the construction of TODD/TIF Projects.

(d) Required City Engineer Approvals. All approvals of TODD/TIF Projects (and the plans and specifications therefore) by the City Engineer shall be based on compliance with the Applicable Regulations, and no approvals shall be unreasonably denied, withheld, conditioned, or delayed.

(e) Permits and Approvals. To City Engineer shall cooperate with the Developer as appropriate and take necessary, reasonable, and appropriate actions on a timely basis to assist the Developer in obtaining any permits, licenses, or other approvals from the City, the County, TxDOT, TCEQ, or any other regulatory authority required for the construction of the TODD/TIF Projects and the Subdivision Improvements.

(f) Fill Materials. The Developer shall have the right, subject to the approval of the City Engineer, to remove soil and limestone required to construct the Drainage Facilities and to use such materials as fill within the Property.

(g) Bid Approval. The City Engineer shall review and act upon approving bids for construction of the TODD/TIF Projects within a reasonable time.

(h) Change Orders and Inspections. During the construction of TODD/TIF Projects, the City Engineer shall review, approve, and sign, as appropriate, any necessary change orders within a reasonable time. The City Engineer shall also cause all inspections of TODD/TIF Projects to be completed within a reasonable time and final acceptance of completed TODD/TIF Projects within thirty (30) days of a request for final acceptance if the projects have been constructed in substantial accordance with approved plans and specifications.

(i) Project Acceptance. After completion of construction of TODD/TIF Projects and Subdivision Improvements in accordance with the Applicable Regulations, the City Engineer shall approve and cause the acceptance of the TODD/TIF Projects and Subdivision Improvements by the City Council in a timely manner.

(j) Submittal Review. The City Engineer shall conduct a timely review of all submittals by the Developer as each submittal is made, and the City and the Authority will review such submittals individually and will not require a complete set of plans in order to initiate the review.

(k) Perform Under Agreement. The City, the Authority, and the Zone agree to perform their respective duties and obligations under this Agreement in a timely manner, including reimbursement by the authority to the Developer of TODD/TIF Project Costs as provided by this Agreement.

6.2 Other Developer Agreements. The Developer hereby further agrees:

(a) Payment of Fees. To pay to the Authority, the Zone, and the City all fees and charges provided for or established by the Applicable Regulations for or with respect to the development of the Property;

(b) Dedication. Upon completion of the TODD/TIF Projects and Subdivision Improvements, to dedicate to the City, for ownership, operation, and maintenance, the TODD/TIF Projects and, to the extent required by Applicable Regulations, the Subdivision Improvements, if constructed in substantial accordance with the Applicable Regulations;

(c) Timely Coordination. To coordinate with the City Engineer with respect to specific design requirements and specifications and with respect to the review and approval by the City

Engineer of the plans and specifications for the TODD/TIF Projects and the Subdivision Improvements in a timely manner;

(d) Timely Applications. To make, or cause the Developer's engineer to make, timely requests for reviews, approvals, and permits, accompanied by documents, plans and specifications compliant with Applicable Regulations; and

(e) Perform Under Agreement. To perform in a timely manner all applicable duties and obligations of the Developer as provided in this Agreement.

6.3 Natural Resource Regulations. The Developer further agrees that the TODD/TIF Projects and the Subdivision Improvements will be constructed in compliance with the applicable state and federal natural resource and environmental laws, rules, and regulations, including, but not limited to, the following, to the extent, if any, they may be or become applicable. The Developer is not, however, responsible for water quality problems that are the result of surface water that originates outside the Property.

(a) Drainage Facilities The Developer will comply with all TCEQ regulations applicable to development of the Property, including but not limited to, the Edwards Aquifer Rules, 30 TAC 213, as amended; and

(b) Stormwater Controls. To the extent necessary, the Developer will prepare and implement a storm water management and pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System storm water general permit for construction related storm water discharges, and otherwise as required.

ARTICLE 7
EMINENT DOMAIN

The Authority agrees to cooperate and facilitate with the City for the City to provide reasonable use of all necessary City lands, rights-of-way, and easements and to provide further required easements or lands in fee simple as may be necessary for construction of TODD/TIF Projects, save and except for any such land and easements within the Property. It is acknowledged that there exists a public necessity for the TODD/TIF Projects, that the TODD/TIF Projects will be Authority projects for the benefit of the Zone and the City, and that the Authority agrees to work, cooperate, and facilitate with the City to cause the City to use its power of eminent domain to acquire such lands or easements, if necessary. The Developer shall pay the reasonable costs of any eminent domain proceeding that is initiated under the terms of this Agreement.

ARTICLE 8
ASSIGNMENT

8.1 Assignment by Developer. This Agreement may be assigned, in whole or in part, by the Developer to any person or entity that is approved by the City (an "Assignee" and the "Assignment"). The Assignment shall be in writing and shall obligate the Assignee to be bound by the terms and conditions of this Agreement. The Assignment shall not be effective until a fully executed copy is provided to the City. The form of the Assignment shall be approved by the City Attorney prior to its

execution. From and after the effective date of the Assignment, the City, the Authority, and the Zone agree to look solely to the Assignee for the performance of all duties and obligations that are assigned and agree that the Developer-assignor shall be unconditionally and irrevocably released from all such duties and obligations and from all liability under this Agreement whether such liability arose prior to or after the effective date of the Assignment. The City shall have thirty (30) days to approve or refuse to approve any proposed Assignee identified by the Developer in writing, and the failure of the City to do so within such thirty (30) day period shall constitute an approval. The City shall not unreasonably withhold, condition, or delay its approval of any proposed Assignee. If the City refuses to approve an Assignee, such refusal shall be in writing, shall set forth the basis for the refusal, shall be signed by the City Manager of the City, and shall be delivered to the Developer-assignor within such thirty (30) day period. The City shall maintain as confidential all information regarding any proposed Assignee until a copy of the Assignment is delivered to the City; only to the extent that doing so is authorized under the Texas Public Information Act (Chapter 552, Texas Government Code, as amended (the "Texas Public Information Act"), and release of information regarding a proposed Assignee in compliance with the Texas Public Information Act shall not be deemed a breach of this Agreement.

8.2 Memorandum of Agreement. The Parties agree to execute and record a "Memorandum of Agreement" regarding this Agreement, the form of which memorandum shall be determined by the City, and which shall be recorded within sixty (60) days after the date the Developer acquires the Property. Upon termination of this Agreement, the Parties agree to execute and record an appropriate release of this Agreement. This Agreement shall be binding upon the Parties, their successors and assigns.

ARTICLE 9
THIS ARTICLE 9 IS INTENTIOANALLY LEFT BLANK

ARTICLE 10
OTHER DEVELOPER INCENTIVES AND AGREEMENTS

The Parties acknowledge that the District has been created with the consent of the City, as evidenced by the Consent Ordinance, and subject to the terms and conditions of the Consent Ordinance and the Facilities Agreement. Subject to compliance with the Consent Ordinance and the Facilities Agreement, the Developer may contract with the District to design, construct, and install TODD/TIF Projects (to the extent the Developer is not reimbursed for the TODD/TIF Project Costs thereof pursuant to this Agreement), Subdivision Improvements, and other facilities necessary for the Developer's intended development of the Property in compliance with this Agreement. The City agrees to reasonably cooperate with, and to execute appropriate documents needed by, the Developer to evidence the City's consents to the District. The consents contained in the Consent Ordinance and Facilities Agreement have been given: (i) in full satisfaction of any requirements for City consent contained in any statute or otherwise required by law to the creation of a municipal utility district; and (ii) with the understanding that, save and except fraud in the inducement or misrepresentation, such consent is irrevocable and cannot be withdrawn or modified in any way by the City or by any action of the Council without the prior written approval of Owner.

ARTICLE 11
DEFAULT; REMEDIES

11.1 Notice; Cure; Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party ("Cure Period"), which notice shall specify, in reasonable detail, the nature of the default. 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 soon as reasonably 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.

11.2 Remedies. If a Party is in default under this Agreement, the other Parties have available (to the maximum extent permitted by law, taking into consideration governmental immunities, if any) all remedies at law or in equity (including, but not limited to, injunctive relief, specific performance, and mandamus); however, no default by one Party shall constitute or be the basis for a default by a different Party, and no default by a Party shall: (1) be based on an alleged default under the Consent Ordinance or the Facilities Agreement; (2) entitle any Party to terminate this Agreement except as provided in Section 11.4 and Section 11.5; (3) entitle any Party to seek monetary damages; (4) relieve the City from its obligation to create and maintain the Payment Account within the Tax Increment Fund and all Sub-Accounts and to deposit therein the City Tax Increment Receipts, County Tax Increment Receipts, Water Rebate Revenues, Wastewater Rebate Revenues, and any Drainage Revenues; (5) relieve the City from its obligation to accept completed Subdivision Improvements and TODD/TIF Projects that comply with the Applicable Regulations; (6) relieve the Authority from its obligation to verify TODD/TIF Project Costs; or (7) relieve the Authority from its obligation to reimburse verified TODD/TIF Project Costs, subject to the terms, conditions, and limitations under this Agreement; or (8) relieve the Developer from complying with each requirement and obligation of the Developer under this Agreement.

11.3 Suspension of Reimbursements. In addition to the remedies set forth in Sections 11.2, 11.4, 11.5, 11.6, and 11.7, notwithstanding the Cure Period, if the Developer is in default under this Agreement, or if Developer fails to cause the District to sign the Facilities Agreement within the deadline set forth in the Facilities Agreement, and the Developer is or becomes entitled to

reimbursement by the Authority for TODD/TIF Project Costs in accordance with this Agreement, the Authority shall have the right, notwithstanding the Cure Period, upon 30 day's written notice to Developer, to suspend (and place in a third-party escrow account for the benefit of the Party "A") such reimbursements until the default has been cured.

11.4 Termination. In addition to the remedies under Sections 11.2, 11.3, 11.4, 11.5, 11.6, and 11.7, if the Developer is in default of its obligations under Section 4.4(b) to pay the 183A/183 Intersection Payment by the deadline set forth in Section 4.4(b) or under Section 1.2(f) to complete the Drainage Facilities, the City may terminate this Agreement by giving further written notice of the City's intent to terminate to the Developer, to all Assignees for which the City has been given a copy of the Assignment, and to any lenders to the Developer or Assignees that have been identified to the City, whereupon the Developer, any Assignee, or any lender (or any combination thereof) shall have an additional ninety (90) days within which to cure the default.

11.5 Partial Termination. In addition to the remedies set forth in Sections 11.2, 11.3, 11.4, 11.6, and 11.7, if a Party is in default under this Agreement, the Authority may partially terminate this Agreement as to any TODD/TIF Projects not then completed or under construction upon the condition that further written notice of the intent of the Authority to do so is given to the defaulting Party and to any lenders to or assignees of the defaulting Party that have been identified to the Authority and the lenders and assignees are given an additional 90 days to cure the default.

11.6 Option to Reduce Reimbursements. In addition to the remedies set forth in Sections 11.2, 11.3, 11.4, 11.5, and 11.7, if a Party is in default under this Agreement for its failure to complete construction of a TODD/TIF Project by the deadlines set forth in Section 1.2, the Authority may notify the defaulting Party of the Authority's election to reduce the TODD/TIF Project Costs that will be eligible for reimbursement by 0.5% per month for each month that completion is late. The right of the Authority to reduce reimbursements does not apply, however, to any previously accepted TODD/TIF Projects or to any subsequent TODD/TIF Projects that are timely constructed. After two years of monthly reductions, the Authority may elect to partially terminate this Agreement with respect to the delayed TODD/TIF Project as provided in Section 11.5. The exercise of, or the refusal to exercise, the option provided in this Section 11.6 shall be in the sole discretion of the Authority, and shall not be or constitute a waiver of any other remedies of the Authority under this Agreement.

11.7 Option to Temporarily Delete Land. In addition to the remedies set forth in Sections 11.2, 11.3, 11.4, 11.5, and 11.6, if a Party is in default under this Agreement for failure to perform the obligations under Section 1.2 with respect to any phase of development of the Property, the Authority may notify the defaulting Party of the Authority's election to exclude from the Property (for purposes of calculating Captured Appraised Value and water, wastewater, and drainage revenues otherwise deposited in the Tax Increment Fund and corresponding Sub-Accounts) land reasonably attributable to such phase of development. The exclusion shall apply for so long as the default remains uncured, and the tax increment receipts and rebate revenues attributable to the excluded land shall be placed in a third-party escrow account until the default is cured.

11.8 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 default under this Agreement.

ARTICLE 12
FORCE MAJEURE

12.1 Force Majeure. 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, including, but not limited to, the State of Texas, Williamson County or the City of Leander, 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. The term "force majeure" will specifically include an attack by terrorists within the United States that results in a disruption of the financial markets for a period of more than one (1) week.

12.2 Notice of Force Majeure. 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 Parties within thirty (30) days after the occurrence thereof.

12.3 Suspension. The obligations of the Party giving such notice, to the extent affected 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.

12.4 Settlement of 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 13
NOTICES

13.1 Written Notice. Any notice to be given hereunder by any Party to another Party shall be in writing and may be affected by personal delivery, or by facsimile or electronic mail with confirmation of receipt by the addressee, or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when delivered or 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
P. O. Box 319
200 West Willis Street
Leander, Texas 78646-0319
Telephone: (512) _____
Facsimile: (512) _____
Email: _____

with copy to:

Knight & Partners
Attorneys at Law
Executive Office Terrace
223 West Anderson Lane, Suite A105
Austin, Texas 78752
Telephone: (512) 323-5778
Facsimile: (512) 323-5773
Email: _____

Any notice mailed to Developer shall be addressed:

Crescent Leander TX, LLC
_____
_____
Telephone: _____
Facsimile: _____
Email: _____

with copy to:

_____
_____
Telephone: _____
Facsimile: _____
Email: _____

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 14
ENTIRE AGREEMENT

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

ARTICLE 15
EFFECTIVE DATE

This Agreement shall be effective as of the Effective Date first provided above in the opening paragraph of this Agreement.

ARTICLE 16
TEXAS LAW GOVERNS

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to the conflicts of laws rules thereof, and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

ARTICLE 17
TIME OF THE ESSENCE

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

ARTICLE 18
ATTORNEY FEES

A Party shall not be liable to another Party for attorney fees or costs incurred in connection with any litigation between the parties, in which a Part seeks to obtain a remedy from the other party, including appeals and post judgement awards.

ARTICLE 19
WAIVER AND RELEASE

The Parties acknowledge that the mutual promises and obligations of the Parties expressed herein are good, valuable, and sufficient consideration for this Agreement. The Parties further acknowledge that both the City, the Authority, and the Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available it the Developer had elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and incompliance with the Applicable Regulations. Therefore, save and except the right to enforce the obligations of the City, the Authority, and the Zone to perform each and all of their respective duties and obligations under this Agreement, the 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 the Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement. The Developer specifically releases any equitable or legal claim that it may have regarding or with respect to the requirement to install or construct any project or obligation undertaken by the Developer pursuant to this Agreement. The Developer does not, however, waive any rights under Chapter 245, Texas Local Government Code, as amended.

ARTICLE 20
ADDITIONAL PROVISIONS

Section 20.1. Limited Waiver. By its execution of this Agreement, the Authority, the Zone, and the City do not waive or surrender any of their respective governmental powers, immunities, or rights, except as follows:

(a) The City waives governmental immunity from suit and immunity from liability as to any action brought by a Party 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 City Property Tax

Increments, the County Property Tax Increment Receipts, the Water Rebate Revenues, the Wastewater Rebate Revenues, or any Drainage Revenues paid to and received by the City into the Payment Account and Sub-accounts to the Authority. Nothing in this Article 20 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.

(b) The Zone waives governmental immunity from suit and immunity from liability as to any action brought by a Party to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies if the Zone fails to pay to the Authority the City Property Tax Increments, the County Property Tax Increment Receipts, the Water Rebate Revenues, the Wastewater Rebate Revenues, or any Drainage Revenues actually paid to the Payment Account by the City. Nothing in this Article 20 shall waive any claims, defenses, or immunities that the Zone may have with respect to suits filed by persons or entities other than a Party to this Agreement.

(c) The Authority waives governmental immunity from suit and immunity from liability as to any action brought by a Party to enforce the terms, provisions and conditions of this Agreement, but only to the extent necessary to pursue such remedies. Nothing in this Article 20 shall waive any claims, defenses, or immunities that the Authority may have with respect to suits filed by persons or entities other than a Party to this Agreement.

(d) Nothing in this Agreement is intended to delegate or impair the performance by the City, the Zone, or the Authority of their respective governmental functions.

20.2 CR 270 Requirements. If any portion of the Property contiguous to CR 270 is included in any application for preliminary plat approval, and provided the application does not include direct intersection access to CR 270, then the applicant shall be required to dedicate one-half of the right-of-way required to construct the CR 270 roadway section in accordance with the City's Master Thoroughfare Plan. If any portion of the Property contiguous to CR 270 is included in any application for preliminary plat approval, and provided the application includes direct intersection access to CR 270, then the applicant shall be required to dedicate one-half of the right-of-way (in accordance with the City's Master Thoroughfare Plan) for and construct (or provide security for the construction of) one-half of, the CR 270 roadway section. If the applicant elects to provide security for the construction of one-half of the CR 270 roadway section, such security shall terminate or otherwise be returned to the applicant if not used to construct the CR 270 roadway section within 10 years after the security is provided.

20.3 Exhibits. The following exhibits are attached to and made a part of this Agreement for all purposes.

Exhibit A: Legal Description of the Property
Exhibit B: Legal Description of the Butler Winters Tract
Exhibit C: Description of TODD/TIF Projects

EXECUTED in multiple originals and effective as of the Effective Date.

Attest:

Leander Development Authority

_____
Debbie Haile, Assistant Secretary

By:_____
Name:_____
Title: President

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 201__, by _____, as President of Leander Development Authority, a non-profit corporation, on behalf of said non-profit corporation.

_____
NOTARY PUBLIC, State of Texas

Attest:

City of Leander

_____
Debbie Haile, Assistant Secretary

By: _____
Name: Chris Fielder
Title: Mayor

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 201__, by Chris Fielder, as Mayor of the City of Leander, a home-rule municipal corporation, on behalf of said municipal corporation.

_____
NOTARY PUBLIC, State of Texas

Attest:

Reinvestment Zone Number One, City of Leander, Texas

_____
Debbie Haile, Assistant Secretary

By: _____
Name: _____
Title: President

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 201__, by _____, a _____, on behalf of said _____.

_____
NOTARY PUBLIC, State of Texas

Crescent Leander, TX, LLC

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 201__, by _____, _____ of Crescent Leander, TX, LLC, on behalf of said limited liability company.

_____
NOTARY PUBLIC, State of Texas

Exhibit A
Legal Description of the Property (300.66 acres)

DESCRIPTION

DESCRIBING A TRACT OF LAND CONTAINING 300.66 ACRES, BEING A PART OF THE WILLIAM MANSIL A-437 AND THE HENRY GARMES SURVEY A-269, WILLIAMSON COUNTY, TEXAS, SAID 300.66 ACRE TRACT BEING FURTHER DESCRIBED AS BEING ALL OF THE FOLLOWING TWO TRACTS OF LAND:

1) THAT CERTAIN 3.185 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO LEANDER 183A DEVELOPMENT LLC EXECUTED ON SEPTEMBER 29, 2009 AND RECORDED IN DOCUMENT NUMBER 2009071868, OFFICIAL PUBLIC RECORDS OF SAID COUNTY;
2) THAT CERTAIN 297.47 ACRE TRACT OF LAND DESCRIBED IN A SUBSTITUTE TRUSTEE'S DEED DATED DECEMBER 1, 2009 AND RECORDED IN DOCUMENT NUMBER 2009087650, OFFICIAL PUBLIC RECORDS OF SAID COUNTY;

SAID 300.66 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with cap found (grid coordinates, N:10,194,960.701, E:3,075,023.108) at the northwest corner of said 297.47 acre tract, same being the northeast corner of that certain 29.60 acre tract of land described in a deed to Jean Baptiste, Ltd. as recorded in Document Number 2001069763, Official Public Records of said County and in the south line of that certain 3.894 acre tract of land described in a deed to Dolores Ima Later Seaman as recorded in Document Number 2006057416, Official Public Record of said County;

THENCE, with a north line of the said 297.47 acre tract, the following two (2) courses:

1) Same being the south line of the said 3.894 acre tract, N69°21'36"E, 587.31 feet to a calculated point at the southeast corner of the said 3.894 acre tract, same being the southwest corner of that certain 5.27 acre tract described in a deed to West Texas Tumbleweed, LP as recorded in Document No. 2007095737, Official Public Records of said County;
2) Same being the south line of the said 5.27 acre tract, N69°21'51"E, 1474.49 feet to an iron rod found at the western most northeast corner of the said 297.47 acre tract, said iron rod being in the west line of that certain 2.3872 acre tract described in a deed to Miriam Garcia and Brigido Cruces as recorded in Document Number 2011046622, Official Public Records of said County;

THENCE, with an east line of the said 297.47 acre tract, same being the west line of said 2.3872 acre tract, S22°33'24"E, 265.99 feet to a calculated point at an interior corner of said 297.47 acre tract, same being the southwest corner of said 2.3872 acre tract;

THENCE, with a north line of the said 297.47 acre tract, the following ten (10) courses:

1) Same being the south line of said 2.3872 acre tract, N88°01'00"E, 317.05 feet to an iron rod found at the southeast corner of said 2.3872 acre tract, same being the southwest corner of that certain 10.73 acre tract of land described in a deed to Ernest M. Jordan Jr. as recorded in Document Number 2008075550, Official Public Records of said County;
2) N87°20'23"E, 255.92 feet to a nail found in tree;

EXHIBIT

3) N87°25'06"E, 222.59 feet to a nail found in tree;
4) N88°38'50"E, 183.83 feet to a metal fence corner post found at the southeast corner of the said 10.73 acre tract, same being the southwest corner of that certain 10.061 acre tract described in a deed to Teddy Jack Estes as recorded in Volume 2079, Page 729 of the said Official Public Records;
5) N87°41'59"E, 181.09 feet to an iron rod found;
6) N89°52'01"E, 63.68 feet to a nail found in tree;
7) N88°10'32"E, 244.09 feet to a nail found in tree;
8) N85°41'55"E, 93.59 feet to a nail found in tree;
9) S88°05'09"E, 75.43 feet to a nail found in tree;
10) N86°33'20"E, 93.07 feet to a nail found in tree at the eastern most northeast corner of said 297.47 acre tract, same being the southeast corner of the said 10.061 acre tract and in the southwest line of Lot 8, South San Gabriel Ranches, a subdivision recorded in Volume 5, Page 12 of the Plat Records of the said County;

THENCE, with an east line of the said 297.47 acre tract, same being the southwest line of the said Lot 8, S33°14'25"E, 246.90 feet to a nail found at the south corner of the said Lot 8, same being in the west right-of-way line of County Road 270;

THENCE, with an east line of said 297.47 acre tract, same being the west line of County Road 270, the following two (2) courses:
1) S17°20'59"W, 514.19 feet to a nail found;
2) S11°07'11"E, 459.93 feet to an iron rod found at the southeast corner of said 297.47 acre tract, same being a northeast corner of that certain 247.055 acre tract described in a deed to Butler Family Shinoak, Ltd as recorded in Document Number 2012079162, Official Public Records of said County;

THENCE, with a south line of the said 297.47 acre tract, same being a north line of the said 247.055 acre tract, N89°47'15"W, 1366.91 feet to an iron rod found at an interior corner of the said 297.47 acre tract, same being a northwest corner of the said 247.055 acre tract;

THENCE, with the northeast line of the said 297.47 acre tract, same being a southwest line of said 247.055 acre tract as described in the said boundary line agreement recorded in Document Number 2005050819, S21°03'19"E, 2,658.04 feet to an iron rod found at the southeast corner of the said 297.47 acre tract, same being an interior corner of the said 247.055 acre tract;

THENCE, with the common line of said 297.47 acre tract and said 247.055 acre tract, the following seven (7) courses:
1) S49°24'27"W, 431.16 feet to an iron rod found;
2) S26°12'36"W, 353.97 feet to an iron rod found;
3) S69°47'37"W, 345.96 feet to an iron rod found;
4) S51°44'52"W, 400.80 feet to an iron rod found;
5) S84°57'19"W, 279.09 feet to an iron rod found;

6) S71°26'46"W, 416.89 feet to an iron rod found;
7) N85°38'48"W, 88.64 feet to an iron rod found;

THENCE, with the common line of said 297.47 acre tract and said 247.055 acre tract as described in the said boundary line agreement recorded in Document Number 2005050819, S67°24'49"W, 61.70 feet to an iron rod with cap found at a southwest corner of said 297.47 acre tract, same being the southeast corner of that certain 15.40 acre tract of land described in a deed to Jean Baptise, Ltd as recorded in Document Number 2010069763, Official Public Records of said County;

THENCE, with the common line of said 297.47 acre tract and said 15.40 acre tract, the following two (2) courses:
1) N33°00'49"W, 903.85 feet to an iron rod with cap found;
2) S69°05'33"W, 764.94 feet to an iron rod with cap found in the east line of that certain11.104 acre tract of land described in a deed to County of Williamson as recorded in Document Number 2005012314, Official Public Records of said County, same being in the east right-of-way line of U. S. Highway 183-A;

THENCE, with a west line of said 297.47 acre tract, same being the east line of said 11.104 acre tract and U. S. Highway 183-A, along a curve to the right having a radius of 5529.58 feet, an arc length of 278.32 feet, a central angle of 2°53'02", and a chord which bears N30°09'20"W, 278.29 feet to an iron rod found at a northwest corner of said 297.47 acre tract, same being the northeast corner of said 11.104 acre tract and the southwest corner of that certain 4.06 acre tract of land described in a deed to Arising Properties, LLC as recorded in Document Number 2011074271, Official Public Records of said County;

THENCE, with a common line of said 297.47 acre tract and said 4.06 acre tract, the following two (2) courses:
1) N67°50'41"E, 419.72 feet to an iron rod found;
2) N21°22'21"W, 393.09 feet to an iron rod found at the southeast corner of the remaining portion of that certain 17.46 acre tract described in a deed to West Texas Trading Retirement, Ltd. as recorded in Volume 2058, Page 119, Official Public Records of said County;

THENCE, with the common line of said 297.47 acre tract and said 17.46 acre tract, the following two (2) courses:
1) N21°23'02"W, 306.66 feet to an iron rod found;
2) N21°10'03"W, 312.72 feet to an iron rod found at the southeast corner of said 3.185 acre tract described in said deed recorded in Document Number 2009071868;

THENCE, with the south line of said 3.185 acre tract, same being the north line of said 17.46 acre tract, S70°00'32"W, 456.54 feet to an iron rod with cap found at the southwest corner of said 3.185 acre tract, same being the southeast corner of that certain 2.758 acre tract of land described in a deed to Williamson County, Texas as recorded in Document Number 2004090173, Official Public Records of said County, same being in the east right-of-way line of U. S. Highway 183-A;

Exhibit A
Legal Description of the Property (300.66 acres)

THENCE, with the west line of said 3.185 acre tract, same being the east line of said 2.758 acre tract and U. S. Highway 183-A, along a curve to the right having a radius of 5529.58 feet, an arc length of 309.55 feet, a central angle of 03°12'27" and a chord which bears N16°26'16"W, 309.51 feet to an iron rod with cap found at the northwest corner of said 3.185 acre tract, same being the northeast corner of said 2.758 acre tract, the southeast corner of that certain 8.591 acre tract of land described in a deed to County of Williamson as recorded in Document Number 2005012314, Official Public Records of said County and the southwest corner of that certain 29.60 acre tract of land described in a deed to Jean Baptise, Ltd as recorded in Document Number 2010069763, Official Public Records of said County;

THENCE, with the north line of said 3.185 acre tract, same being the south line of said 29.60 acre tract, N69°28'35"E, 432.18 feet to an iron rod found at the northeast corner of said 3.185 acre tract, same being a northwest corner of said 297.47 acre tract;

THENCE, with the common line of said 297.47 acre tract and said 29.60 acre tract, the following five (5) courses:

1) N69°35'16"E, 65.11 feet to an iron rod with cap found;
2) N13°48'31"W, 715.22 feet to an iron rod with cap found;
3) N84°52'36"E, 303.74 feet to an iron rod with cap found;
4) N04°46'08"W, 951.97 feet to an iron rod with cap found;
5) N20°34'25"W, 435.85 feet to the POINT OF BEGINNING and containing 300.66 acre of land.

Surveyed by:
URBAN DESIGN GROUP

3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040

STATE OF TEXAS REGISTERED JOHN NOELL 2433 PROFESSIONAL LAND SURVEYOR

John Noell, R.P.L.S. #2433

5·31·13
Date:

Map attached.

Basis of Bearings: Bearings shown hereon are based on the Texas State Plane Coordinate System, NAD 83 (1986 Adjustment), Texas Central Zone (4203). All bearings, distances and acreages shown hereon relate to this datum and grid coordinate system.

Exhibit B
Legal Description of the Butler Winters Tract (190.33 acres)

DESCRIPTION OF 190.327 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE WILLIAM MANCIL SURVEY, ABSTRACT NO. 437, THE HENRY GARMES SURVEY, ABSTRACT NO. 269 AND THE L.B. JOHNSON SURVEY, ASTRACT NO. 350, BEING A PORTION OF A 247.055 ACRE TRACT (TRACT 5) DESCRIBED IN A DEED OF RECORD TO BUTLER FAMILY SHINOAK, LTD. IN DOCUMENT NO. 2012079162 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 190.327 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with cap found at the intersection of the westerly line of County Road 270 (ROW width varies) and the northerly line of San Gabriel Parkway (ROW width varies), for the southeasterly corner of said 247.055 Acre Tract and the herein described tract;

THENCE with the northerly line of San Gabriel Parkway and the southerly line of the 247.055 Acre Tract the following six (6) courses:

1. S48°32'46"W, a distance of 268.33 feet to an iron rod with cap found at the point of curvature of a curve to the right;

2. Along said curve to the right, having a radius of 894.92 feet, an arc length of 321.98 feet and a chord which bears S58°50'55"W, a distance of 320.24 feet an iron rod with cap found at the end of said curve;

3. S69°13'14"W, a distance of 905.04 feet to an iron rod with cap found;

4. S66°38'20"W, a distance of 621.55 feet to an iron rod with cap found at the point of curvature of a curve to the right;

5. Along said curve to the right, having a radius of 999.91 feet, an arc length of 607.61 feet and a chord which bears S84°02'32"W, a distance of 598.30 feet to an iron rod with G&R cap set at the end of said curve;

6. N78°32'48"W, a distance of 583.02 feet to an iron rod with G&R cap set for the southwesterly corner of the herein described tract, from which an iron rod with cap found at the point of curvature of a curve to the left bears N78°32'48"W, a distance of 566.50 feet;

THENCE over and across the 247.055 Acre Tract the following eight (8) courses:

1. Along a curve to the left, having a radius of 25.00 feet, an arc length of 39.13 feet and a chord which bears N56°36'34"E, a distance of 35.26 feet to an iron rod with G&R cap set at the end of said curve;

2. N11°45'55"E, a distance of 71.53 feet to an iron rod with G&R cap set at the point of curvature of a curve to the left;

3. Along said curve to the left, having a radius of 435.00 feet, an arc length of 246.73 feet and a chord which bears N04°29'02"W, a distance of 243.44 feet to an iron rod with G&R cap set at the end of said curve;

4. N20°43'59"W, a distance of 498.57 feet to an iron rod with G&R cap set at the point of curvature of a curve to the left;

5. Along said curve to the left, having a radius of 565.00 feet, an arc length of 335.15 feet and a chord which bears N37°43'37"W, a distance of 330.26 feet to an iron rod with G&R cap set at the end of said curve;

6. N54°43'14"W, a distance of 420.77 feet to an iron rod with G&R cap set at the point of curvature of a curve to the right;

7. Along said curve to the right, having a radius of 505.00 feet, an arc length of 294.43 feet and a chord which bears N38°01'05"W, a distance of 290.28 feet to an iron rod with G&R cap set at the end of said curve;

8. N21°18'55"W, a distance of 31.40 feet to an iron rod with G&R cap set in the southerly line of a 297.47 acre tract described in a deed of record to Leander 183A Development II, LLC in Document No. 2009087650 of said Official Public Records and the northerly line of the 247.055 Acre Tract, for the most westerly northwest corner of the herein described tract, from which an iron rod with cap found in the southerly line of said 297.47 Acre Tract and the northerly line of the 247.055 Acre Tract, bears S69°48'39"W, a distance of 51.26 feet;

THENCE with the southerly line of the 297.47 Acre Tract and the northerly line of the 247.055 Acre Tract and further described in that Boundary Line Agreement recorded in Document No. 2007004724 of said Official Public Records the following five (5) courses:

1. N69°48'39"E, a distance of 294.91 feet to a 1/2" iron rod found ;

2. N26°11'12"E, a distance of 354.05 feet to a 1/2" iron rod found;

3. N49°24'47"E, a distance of 431.07 feet to a 1/2" iron rod found;

4. N21°03'08"W, a distance of 2657.70 feet to a 1/2" iron rod found;

5. S89°48'37"E, a distance of 1367.06 feet to a 1/2" iron rod found in the westerly line of said County Road 270 at the common easterly corner of the 297.47 Acre Tract and the 247.055 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE with the easterly line of the 247.055 Acre Tract and the westerly line of County Road 270 the following six (6) courses:

1. S11°59'43"E, a distance of 410.79 feet to an iron rod with cap found;

2. S70°45'16"E, a distance of 305.54 feet to an iron rod with cap found;

3. S42°30'56"E, a distance of 150.44 feet to an iron rod with cap found;

4. S21°42'53"E, a distance of 310.14 feet to an iron rod with cap found;

5. S22°45'21"E, a distance of 1012.05 feet to an iron rod with cap found;

6. S33°43'21"E, a distance of 457.23 feet to fence post occupying the northeasterly corner of a remnant of a 39.98 acre tract described in a deed of record to Preston Brooks, Jr. in Volume 461, Page 692, Deed Records of Williamson County, Texas;

THENCE leaving the westerly line of County Road 270 and continuing with the easterly line of the 247.055 Acre Tract, being in part common with the northerly line of said Brooks Remnant Tract, in part common with the northerly and southerly lines of a 9.69 acre tract described in Document No. 1995046550, a 10.38 acre tract described in Document No. 1995046549 and a 10.009 acre tract described in Document No. 1998043976, all deeds of record to John Wylie recorded in said Official Public Records, and in part common with the southerly line of a 3.82 acre tract described in a deed of record to James E. Wolsch, Et Ux in Volume 2429, Page 523, Official Records of Williamson County, Texas, the following four (4) courses:

1. S77°04'33"W, a distance of 1537.31 feet to a fence post;

2. S25°20'48"W, a distance of 797.52 feet to a 1/2" iron rod found;

3. S20°32'52"E, a distance of 410.89 feet to a 1/2" iron rod found;

4. N69°14'54"E, a distance of 2318.79 feet to a fence post occupying the southeasterly corner of said 3.82 Acre Tract, in the westerly line of County Road 270;

THENCE continuing with the easterly line of the 247.055 Acre Tract and the westerly line of County Road 270 the following three (3) courses:

1. S47°12'12"E, a distance of 1202.87 feet to a 1/2" iron rod found;

2. S44°43'38"W, a distance of 6.98 feet to an iron rod with cap found;

3. S41°07'20"E, a distance of 284.17 feet to the **POINT OF BEGINNING**, containing an area of 190.327 acres of land, more or less.

Exhibit C
TODD/TIF Project Descriptions

UTILITY PROJECTS - WASTEWATER

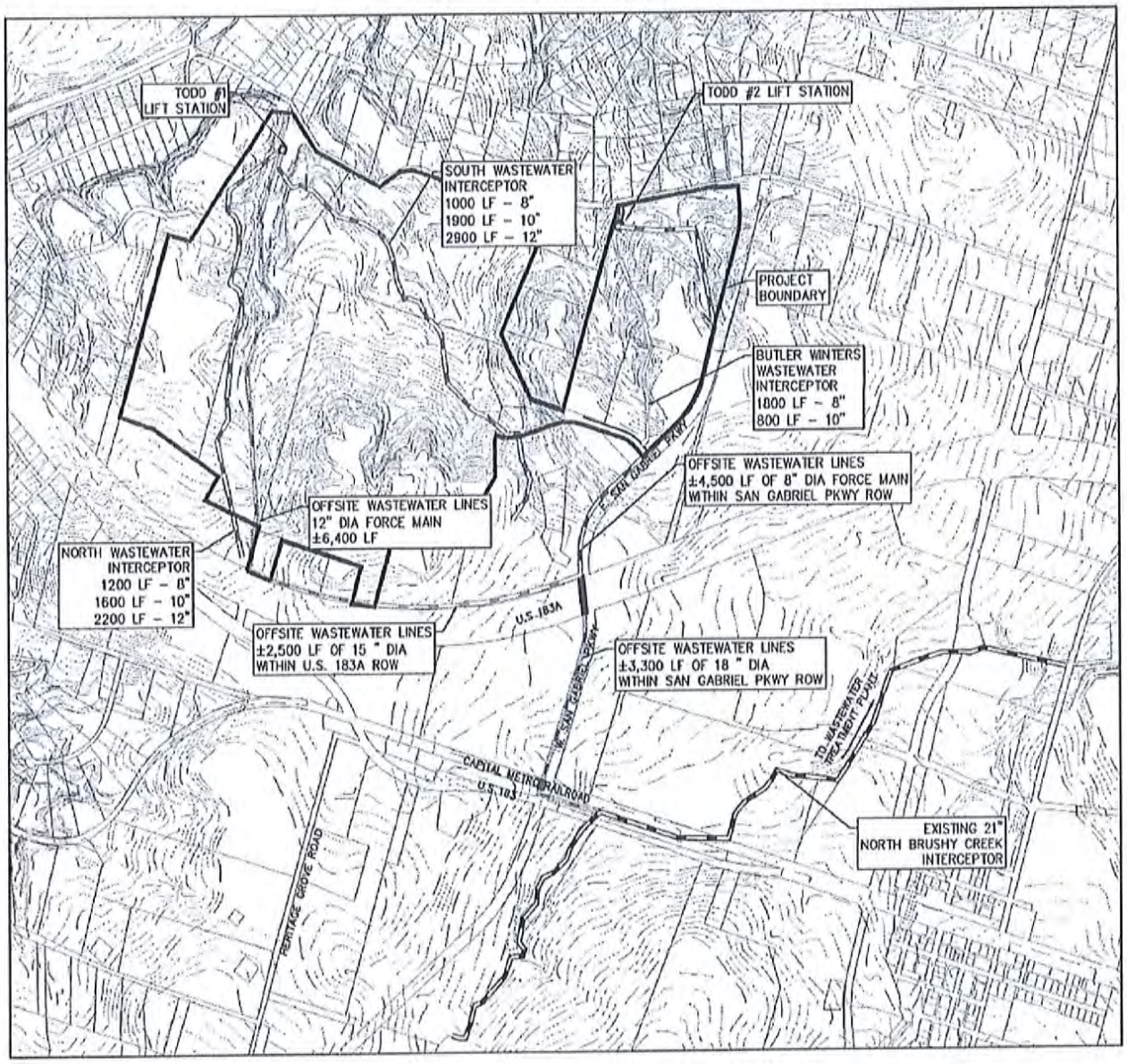
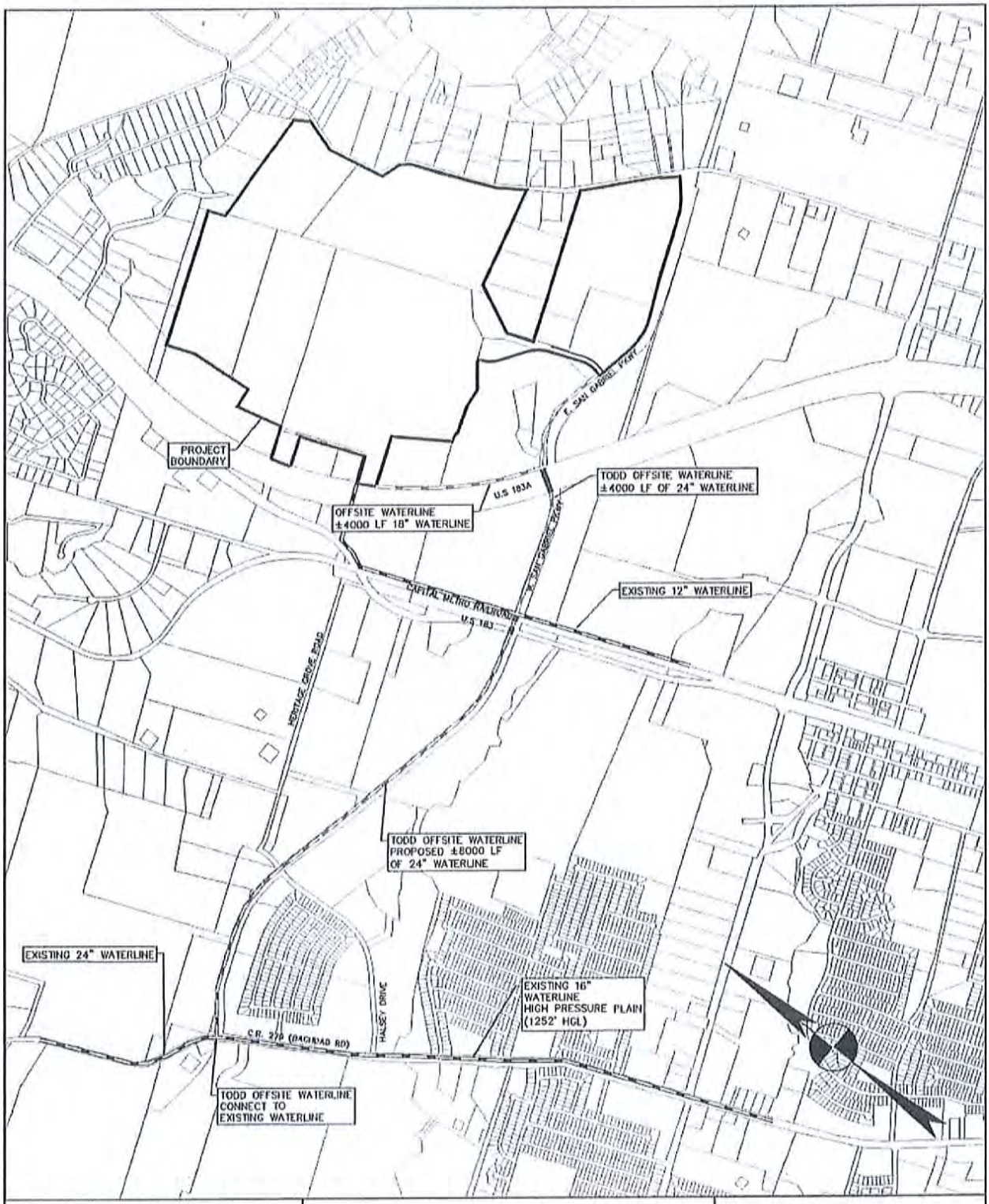


Exhibit C
TODD/TIF Project Descriptions
UTILITY PROJECTS - WATER



BURY

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel (512) 328-0011 Fax (512) 328-0325
TBPE Registration Number F-1046
Copyright © 2013

CRESCENT
LEANDER 183A PROJECT

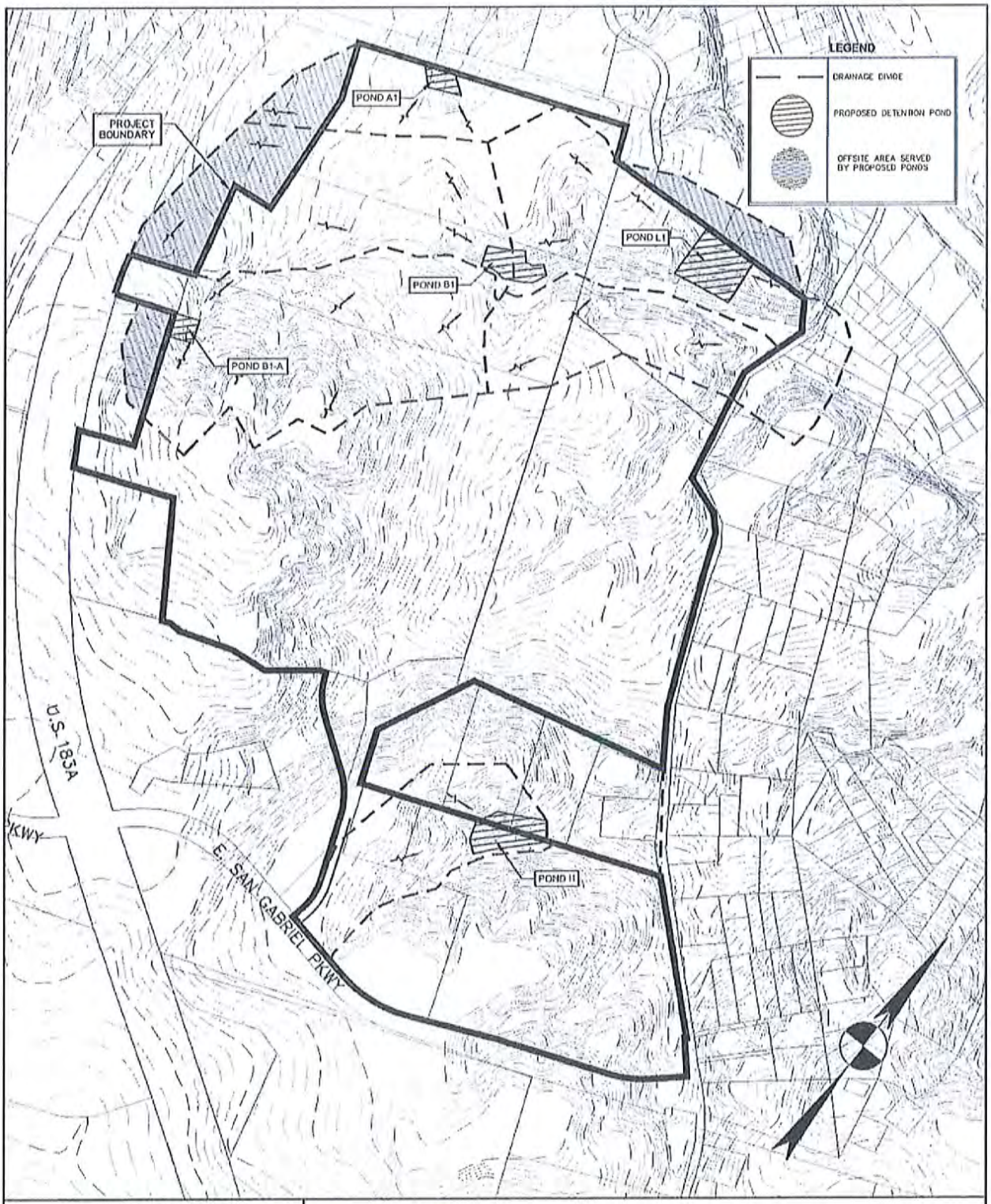
CRESCENT RESOURCES

TODD/TIF PROJECTS
WATER LINES
EXHIBIT D-1

DATE: 10/21/2013	SCALE: 1"=2000'	DRAWN BY: HMM	FILE:G:\100956\10007\EXH\TODD TIF PROJECTS	PROJECT No. 100956-10007

Exhibit C
TODD/TIF Project Descriptions

DRAINAGE FACILITIES



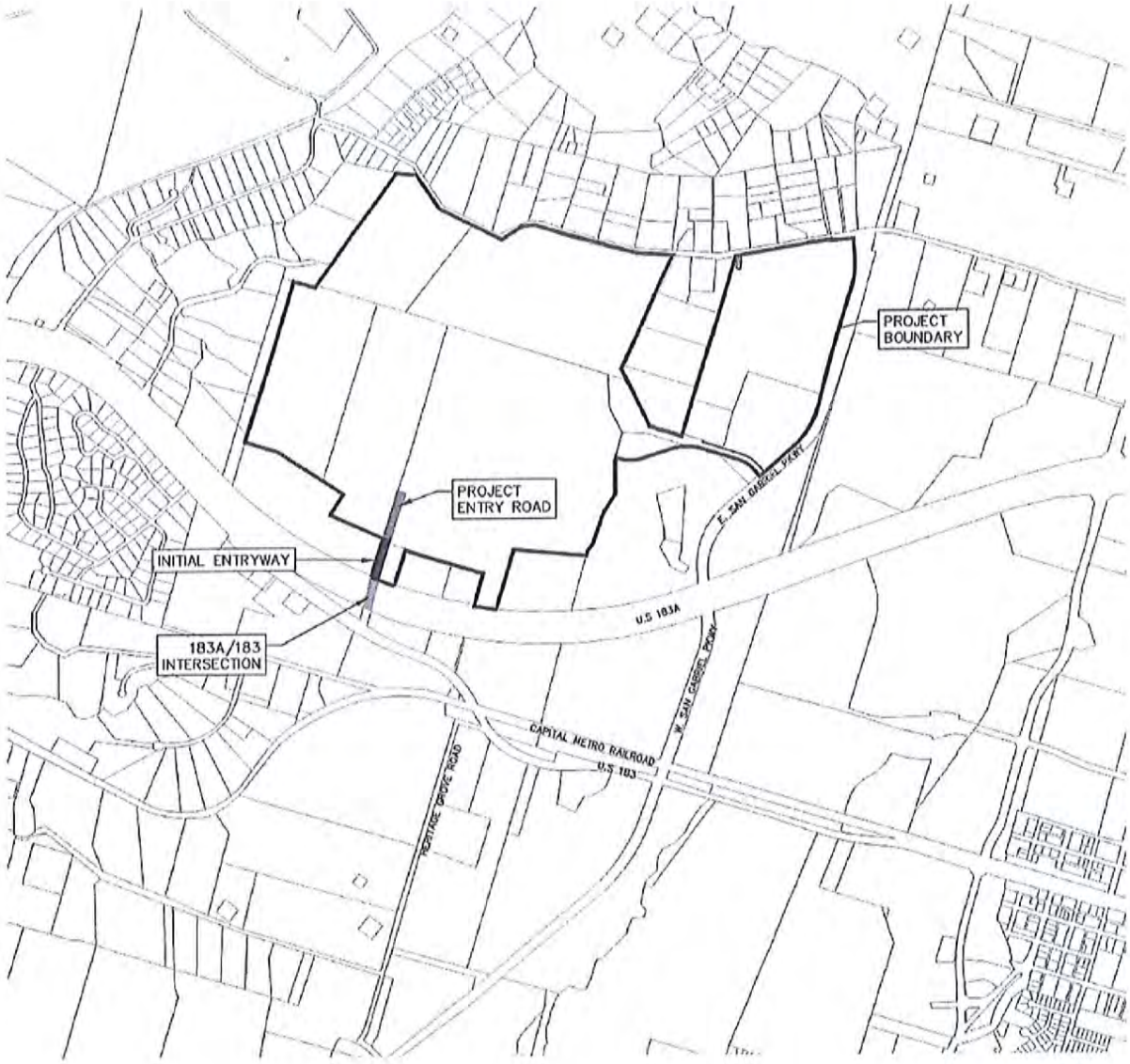
BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel (512) 328-0011 Fax (512) 328-0325
TBPE Registration Number F-1048
Copyright © 2013

REGIONAL DRAINAGE & DETENTION FACILITIES

DATE: 11/25/2013	SCALE: 1"=1000'	DRAWN BY: HMM	FILE:G:\100956\10007\EXH\REGIONAL	PROJECT No. 100956-10007

Exhibit C
TODD/TIF Project Descriptions

ROAD IMPROVEMENTS



Executive Summary

December 19, 2013

Agenda Subject: Consideration of an ordinance consenting to the creation of the Leander TODD Municipal Utility District No. 1 300.66 acres, more or less, generally located northeast of the intersection of 183A and San Gabriel Pkwy. within the city limits of the City of Leander, Williamson County, Texas.

Background: This property is located north of San Gabriel Pkwy. and east of 183A. The City Council previously approved ordinance # 12-056-00 on November 1, 2012 giving consent to the creation of a municipal utility district (MUD) over the property.

The applicant has subsequently requested the ability to add additional property to the project and to the MUD. This revised consent ordinance allows for the annexation of additional property as described in the ordinance to be annexed into the MUD without further Council action.

All of the property within the MUD will be within the city limits.

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 12/12/2013

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, Texas Water Code, Leander 183A Development II, LLC (the "Petitioner") wishes to create Leander TODD Municipal Utility District No. 1 of Williamson County (the "District") to serve the approximately 300.66 acres of land in Williamson County, Texas, described on the attached **Exhibit A** (the "Property"); and

WHEREAS, the Petitioner, the District, and the City contemplate that a successor owner of all the Property may acquire the additional property described by metes and bounds on **Exhibit B** (the "Additional Property") and develop the Property and the Additional Property as a master-planned project; and

WHEREAS, the Petitioner, the District, and the City intend that the Additional Property, when acquired by a successor owner of all the Property, will be annexed into the District with the consent of the City, which consent is evidenced by this Consent Ordinance; and

WHEREAS, in the event the Additional Property is acquired by a successor owner of all the Property within the timeframes required herein, the defined term "Property" shall include the Additional Property for all purposes of this Ordinance; and

WHEREAS, the Property and the Additional Property are located within the corporate boundaries of the City of Leander, Texas (the "City"); and

WHEREAS, property 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, the Petitioner has submitted to the Mayor and City Council of the City a petition for consent to the creation of the District covering the Property; and

WHEREAS, the Property and the District will be subject to that certain Facilities Agreement among the City, the District, and Crescent Leander, TX, LLC ("Crescent") approved by the City Council of the City on December 19, 2013 (the "Facilities Agreement"), a copy of which is attached hereto as **Exhibit C**;

WHEREAS, the City Council of the City 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, AS FOLLOWS:

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

Section 2. That the City Council of the City hereby gives its written consent to the creation of the District by order of the Texas Commission on Environmental Quality (the "TCEQ") and to the future expansion of the District's road powers by special act of the Texas Legislature; provided that the City first reviews and approves the legislation by official action of the City Council prior to its filing with the Texas Legislature and provided further that the substance of such legislation is not changed from the legislation approved by the City.

Section 3. That as a condition of the consent given by the City pursuant to this Ordinance, the District Improvements and the Bonds shall be subject to the following terms and provisions:

(a) All District Improvements, as such term is defined in the Facilities Agreement, shall be constructed in accordance with plans and specifications which have been approved by the City.

(b) The City shall have the right to inspect all District Improvements.

(c) Bonds, as that term is defined in the Facilities Agreement, shall be subject to and shall comply with Article III of the Facilities Agreement, and Article III of the Facilities Agreement is incorporated herein for all purposes.

Section 4. The City hereby consents to the annexation of the Additional Property into the boundaries of the District; provided that Crescent acquires and delivers to the City Manager notice that the Additional Property has been acquired by Crescent. The Additional Property shall be subject to the terms and conditions of this Ordinance at such time that Crescent acquires the Additional Property.

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 Council hereby finds and confirms that it is intentionally not providing for an allocation agreement. The City Council 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 of Texas, in the event the District violates the terms and provisions of this Ordinance (after written notice to the District and a reasonable opportunity to cure), 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 Property in the District, and all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed including, but not limited to, Ordinance No. 12-056-00 passed and approved November 1, 2012.

Section 9. That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 19th day of December, 2013.

City of Leander, Texas

_____

Chris Fielder, Mayor

ATTEST:

_____

Debbie Haile, City Secretary

(SEAL)

Exhibit A – Legal Description of the Property

DESCRIPTION

DESCRIBING A TRACT OF LAND CONTAINING 300.66 ACRES, BEING A PART OF THE WILLIAM MANSIL A-437 AND THE HENRY GARMES SURVEY A-269, WILLIAMSON COUNTY, TEXAS, SAID 300.66 ACRE TRACT BEING FURTHER DESCRIBED AS BEING ALL OF THE FOLLOWING TWO TRACTS OF LAND:

1) THAT CERTAIN 3.185 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO LEANDER 183A DEVELOPMENT LLC EXECUTED ON SEPTEMBER 29, 2009 AND RECORDED IN DOCUMENT NUMBER 2009071868, OFFICIAL PUBLIC RECORDS OF SAID COUNTY;
2) THAT CERTAIN 297.47 ACRE TRACT OF LAND DESCRIBED IN A SUBSTITUTE TRUSTEE'S DEED DATED DECEMBER 1, 2009 AND RECORDED IN DOCUMENT NUMBER 2009087650, OFFICIAL PUBLIC RECORDS OF SAID COUNTY;

SAID 300.66 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with cap found (grid coordinates, N:10,194,960.701, E:3,075,023.108) at the northwest corner of said 297.47 acre tract, same being the northeast corner of that certain 29.60 acre tract of land described in a deed to Jean Baptiste, Ltd. as recorded in Document Number 2001069763, Official Public Records of said County and in the south line of that certain 3.894 acre tract of land described in a deed to Dolores Ima Later Seaman as recorded in Document Number 2006057416, Official Public Record of said County;

THENCE, with a north line of the said 297.47 acre tract, the following two (2) courses:

1) Same being the south line of the said 3.894 acre tract, N69°21'36"E, 587.31 feet to a calculated point at the southeast corner of the said 3.894 acre tract, same being the southwest corner of that certain 5.27 acre tract described in a deed to West Texas Tumbleweed, LP as recorded in Document No. 2007095737, Official Public Records of said County;
2) Same being the south line of the said 5.27 acre tract, N69°21'51"E, 1474.49 feet to an iron rod found at the western most northeast corner of the said 297.47 acre tract, said iron rod being in the west line of that certain 2.3872 acre tract described in a deed to Miriam Garcia and Brigido Cruces as recorded in Document Number 2011046622, Official Public Records of said County;

THENCE, with an east line of the said 297.47 acre tract, same being the west line of said 2.3872 acre tract, S22°33'24"E, 265.99 feet to a calculated point at an interior corner of said 297.47 acre tract, same being the southwest corner of said 2.3872 acre tract;

THENCE, with a north line of the said 297.47 acre tract, the following ten (10) courses:

1) Same being the south line of said 2.3872 acre tract, N88°01'00"E, 317.05 feet to an iron rod found at the southeast corner of said 2.3872 acre tract, same being the southwest corner of that certain 10.73 acre tract of land described in a deed to Ernest M. Jordan Jr. as recorded in Document Number 2008075550, Official Public Records of said County;
2) N87°20'23"E, 255.92 feet to a nail found in tree;

EXHIBIT

3) N87°25'06"E, 222.59 feet to a nail found in tree;
4) N88°38'50"E, 183.83 feet to a metal fence corner post found at the southeast corner of the said 10.73 acre tract, same being the southwest corner of that certain 10.061 acre tract described in a deed to Teddy Jack Estes as recorded in Volume 2079, Page 729 of the said Official Public Records;
5) N87°41'59"E, 181.09 feet to an iron rod found;
6) N89°52'01"E, 63.68 feet to a nail found in tree;
7) N88°10'32"E, 244.09 feet to a nail found in tree;
8) N85°41'55"E, 93.59 feet to a nail found in tree;
9) S88°05'09"E, 75.43 feet to a nail found in tree;
10) N86°33'20"E, 93.07 feet to a nail found in tree at the eastern most northeast corner of said 297.47 acre tract, same being the southeast corner of the said 10.061 acre tract and in the southwest line of Lot 8, South San Gabriel Ranches, a subdivision recorded in Volume 5, Page 12 of the Plat Records of the said County;

THENCE, with an east line of the said 297.47 acre tract, same being the southwest line of the said Lot 8, S33°14'25"E, 246.90 feet to a nail found at the south corner of the said Lot 8, same being in the west right-of-way line of County Road 270;

THENCE, with an east line of said 297.47 acre tract, same being the west line of County Road 270, the following two (2) courses:
1) S17°20'59"W, 514.19 feet to a nail found;
2) S11°07'11"E, 459.93 feet to an iron rod found at the southeast corner of said 297.47 acre tract, same being a northeast corner of that certain 247.055 acre tract described in a deed to Butler Family Shinoak, Ltd as recorded in Document Number 2012079162, Official Public Records of said County;

THENCE, with a south line of the said 297.47 acre tract, same being a north line of the said 247.055 acre tract, N89°47'15"W, 1366.91 feet to an iron rod found at an interior corner of the said 297.47 acre tract, same being a northwest corner of the said 247.055 acre tract;

THENCE, with the northeast line of the said 297.47 acre tract, same being a southwest line of said 247.055 acre tract as described in the said boundary line agreement recorded in Document Number 2005050819, S21°03'19"E, 2,658.04 feet to an iron rod found at the southeast corner of the said 297.47 acre tract, same being an interior corner of the said 247.055 acre tract;

THENCE, with the common line of said 297.47 acre tract and said 247.055 acre tract, the following seven (7) courses:
1) S49°24'27"W, 431.16 feet to an iron rod found;
2) S26°12'36"W, 353.97 feet to an iron rod found;
3) S69°47'37"W, 345.96 feet to an iron rod found;
4) S51°44'52"W, 400.80 feet to an iron rod found;
5) S84°57'19"W, 279.09 feet to an iron rod found;

6) S71°26'46"W, 416.89 feet to an iron rod found;
7) N85°38'48"W, 88.64 feet to an iron rod found;

THENCE, with the common line of said 297.47 acre tract and said 247.055 acre tract as described in the said boundary line agreement recorded in Document Number 2005050819, S67°24'49"W, 61.70 feet to an iron rod with cap found at a southwest corner of said 297.47 acre tract, same being the southeast corner of that certain 15.40 acre tract of land described in a deed to Jean Baptise, Ltd as recorded in Document Number 2010069763, Official Public Records of said County;

THENCE, with the common line of said 297.47 acre tract and said 15.40 acre tract, the following two (2) courses:
1) N33°00'49"W, 903.85 feet to an iron rod with cap found;
2) S69°05'33"W, 764.94 feet to an iron rod with cap found in the east line of that certain11.104 acre tract of land described in a deed to County of Williamson as recorded in Document Number 2005012314, Official Public Records of said County, same being in the east right-of-way line of U. S. Highway 183-A;

THENCE, with a west line of said 297.47 acre tract, same being the east line of said 11.104 acre tract and U. S. Highway 183-A, along a curve to the right having a radius of 5529.58 feet, an arc length of 278.32 feet, a central angle of 2°53'02", and a chord which bears N30°09'20"W, 278.29 feet to an iron rod found at a northwest corner of said 297.47 acre tract, same being the northeast corner of said 11.104 acre tract and the southwest corner of that certain 4.06 acre tract of land described in a deed to Arising Properties, LLC as recorded in Document Number 2011074271, Official Public Records of said County;

THENCE, with a common line of said 297.47 acre tract and said 4.06 acre tract, the following two (2) courses:
1) N67°50'41"E, 419.72 feet to an iron rod found;
2) N21°22'21"W, 393.09 feet to an iron rod found at the southeast corner of the remaining portion of that certain 17.46 acre tract described in a deed to West Texas Trading Retirement, Ltd. as recorded in Volume 2058, Page 119, Official Public Records of said County;

THENCE, with the common line of said 297.47 acre tract and said 17.46 acre tract, the following two (2) courses:
1) N21°23'02"W, 306.66 feet to an iron rod found;
2) N21°10'03"W, 312.72 feet to an iron rod found at the southeast corner of said 3.185 acre tract described in said deed recorded in Document Number 2009071868;

THENCE, with the south line of said 3.185 acre tract, same being the north line of said 17.46 acre tract, S70°00'32"W, 456.54 feet to an iron rod with cap found at the southwest corner of said 3.185 acre tract, same being the southeast corner of that certain 2.758 acre tract of land described in a deed to Williamson County, Texas as recorded in Document Number 2004090173, Official Public Records of said County, same being in the east right-of-way line of U. S. Highway 183-A;

THENCE, with the west line of said 3.185 acre tract, same being the east line of said 2.758 acre tract and U. S. Highway 183-A, along a curve to the right having a radius of 5529.58 feet, an arc length of 309.55 feet, a central angle of 03°12'27" and a chord which bears N16°26'16"W, 309.51 feet to an iron rod with cap found at the northwest corner of said 3.185 acre tract, same being the northeast corner of said 2.758 acre tract, the southeast corner of that certain 8.591 acre tract of land described in a deed to County of Williamson as recorded in Document Number 2005012314, Official Public Records of said County and the southwest corner of that certain 29.60 acre tract of land described in a deed to Jean Baptise, Ltd as recorded in Document Number 2010069763, Official Public Records of said County;

THENCE, with the north line of said 3.185 acre tract, same being the south line of said 29.60 acre tract, N69°28'35"E, 432.18 feet to an iron rod found at the northeast corner of said 3.185 acre tract, same being a northwest corner of said 297.47 acre tract;

THENCE, with the common line of said 297.47 acre tract and said 29.60 acre tract, the following five (5) courses:

1) N69°35'16"E, 65.11 feet to an iron rod with cap found;
2) N13°48'31"W, 715.22 feet to an iron rod with cap found;
3) N84°52'36"E, 303.74 feet to an iron rod with cap found;
4) N04°46'08"W, 951.97 feet to an iron rod with cap found;
5) N20°34'25"W, 435.85 feet to the POINT OF BEGINNING and containing 300.66 acre of land.

Surveyed by:
URBAN DESIGN GROUP

3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040

STATE OF TEXAS REGISTERED JOHN NOELL 2433 PROFESSIONAL LAND SURVEYOR

John Noell, R.P.L.S. #2433

Date: 5·31·13

Map attached.

Basis of Bearings: Bearings shown hereon are based on the Texas State Plane Coordinate System, NAD 83 (1986 Adjustment), Texas Central Zone (4203). All bearings, distances and acreages shown hereon relate to this datum and grid coordinate system.

Exhibit B
Legal Description of the Butler Winters Tract (190.33 acres)

DESCRIPTION OF 190.327 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE WILLIAM MANCIL SURVEY, ABSTRACT NO. 437, THE HENRY GARMES SURVEY, ABSTRACT NO. 269 AND THE L.B. JOHNSON SURVEY, ASTRACT NO. 350, BEING A PORTION OF A 247.055 ACRE TRACT (TRACT 5) DESCRIBED IN A DEED OF RECORD TO BUTLER FAMILY SHINOAK, LTD. IN DOCUMENT NO. 2012079162 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 190.327 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with cap found at the intersection of the westerly line of County Road 270 (ROW width varies) and the northerly line of San Gabriel Parkway (ROW width varies), for the southeasterly corner of said 247.055 Acre Tract and the herein described tract;

THENCE with the northerly line of San Gabriel Parkway and the southerly line of the 247.055 Acre Tract the following six (6) courses:

1. S48°32'46"W, a distance of 268.33 feet to an iron rod with cap found at the point of curvature of a curve to the right;

2. Along said curve to the right, having a radius of 894.92 feet, an arc length of 321.98 feet and a chord which bears S58°50'55"W, a distance of 320.24 feet an iron rod with cap found at the end of said curve;

3. S69°13'14"W, a distance of 905.04 feet to an iron rod with cap found;

4. S66°38'20"W, a distance of 621.55 feet to an iron rod with cap found at the point of curvature of a curve to the right;

5. Along said curve to the right, having a radius of 999.91 feet, an arc length of 607.61 feet and a chord which bears S84°02'32"W, a distance of 598.30 feet to an iron rod with G&R cap set at the end of said curve;

6. N78°32'48"W, a distance of 583.02 feet to an iron rod with G&R cap set for the southwesterly corner of the herein described tract, from which an iron rod with cap found at the point of curvature of a curve to the left bears N78°32'48"W, a distance of 566.50 feet;

THENCE over and across the 247.055 Acre Tract the following eight (8) courses:

1. Along a curve to the left, having a radius of 25.00 feet, an arc length of 39.13 feet and a chord which bears N56°36'34"E, a distance of 35.26 feet to an iron rod with G&R cap set at the end of said curve;

2. N11°45'55"E, a distance of 71.53 feet to an iron rod with G&R cap set at the point of curvature of a curve to the left;

3. Along said curve to the left, having a radius of 435.00 feet, an arc length of 246.73 feet and a chord which bears N04°29'02"W, a distance of 243.44 feet to an iron rod with G&R cap set at the end of said curve;

Exhibit B

Legal Description of the Butler Winters Tract (190.33 acres)

4. N20°43'59"W, a distance of 498.57 feet to an iron rod with G&R cap set at the point of curvature of a curve to the left;

5. Along said curve to the left, having a radius of 565.00 feet, an arc length of 335.15 feet and a chord which bears N37°43'37"W, a distance of 330.26 feet to an iron rod with G&R cap set at the end of said curve;

6. N54°43'14"W, a distance of 420.77 feet to an iron rod with G&R cap set at the point of curvature of a curve to the right;

7. Along said curve to the right, having a radius of 505.00 feet, an arc length of 294.43 feet and a chord which bears N38°01'05"W, a distance of 290.28 feet to an iron rod with G&R cap set at the end of said curve;

8. N21°18'55"W, a distance of 31.40 feet to an iron rod with G&R cap set in the southerly line of a 297.47 acre tract described in a deed of record to Leander 183A Development II, LLC in Document No. 2009087650 of said Official Public Records and the northerly line of the 247.055 Acre Tract, for the most westerly northwest corner of the herein described tract, from which an iron rod with cap found in the southerly line of said 297.47 Acre Tract and the northerly line of the 247.055 Acre Tract, bears S69°48'39"W, a distance of 51.26 feet;

THENCE with the southerly line of the 297.47 Acre Tract and the northerly line of the 247.055 Acre Tract and further described in that Boundary Line Agreement recorded in Document No. 2007004724 of said Official Public Records the following five (5) courses:

1. N69°48'39"E, a distance of 294.91 feet to a 1/2" iron rod found ;

2. N26°11'12"E, a distance of 354.05 feet to a 1/2" iron rod found;

3. N49°24'47"E, a distance of 431.07 feet to a 1/2" iron rod found;

4. N21°03'08"W, a distance of 2657.70 feet to a 1/2" iron rod found;

5. S89°48'37"E, a distance of 1367.06 feet to a 1/2" iron rod found in the westerly line of said County Road 270 at the common easterly corner of the 297.47 Acre Tract and the 247.055 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE with the easterly line of the 247.055 Acre Tract and the westerly line of County Road 270 the following six (6) courses:

1. S11°59'43"E, a distance of 410.79 feet to an iron rod with cap found;

2. S70°45'16"E, a distance of 305.54 feet to an iron rod with cap found;

3. S42°30'56"E, a distance of 150.44 feet to an iron rod with cap found;

4. S21°42'53"E, a distance of 310.14 feet to an iron rod with cap found;

5. S22°45'21"E, a distance of 1012.05 feet to an iron rod with cap found;

Exhibit B

Legal Description of the Butler Winters Tract (190.33 acres)

6. S33°43'21"E, a distance of 457.23 feet to fence post occupying the northeasterly corner of a remnant of a 39.98 acre tract described in a deed of record to Preston Brooks, Jr. in Volume 461, Page 692, Deed Records of Williamson County, Texas;

THENCE leaving the westerly line of County Road 270 and continuing with the easterly line of the 247.055 Acre Tract, being in part common with the northerly line of said Brooks Remnant Tract, in part common with the northerly and southerly lines of a 9.69 acre tract described in Document No. 1995046550, a 10.38 acre tract described in Document No. 1995046549 and a 10.009 acre tract described in Document No. 1998043976, all deeds of record to John Wylie recorded in said Official Public Records, and in part common with the southerly line of a 3.82 acre tract described in a deed of record to James E. Wolsch, Et Ux in Volume 2429, Page 523, Official Records of Williamson County, Texas, the following four (4) courses:

1. S77°04'33"W, a distance of 1537.31 feet to a fence post;

2. S25°20'48"W, a distance of 797.52 feet to a 1/2" iron rod found;

3. S20°32'52"E, a distance of 410.89 feet to a 1/2" iron rod found;

4. N69°14'54"E, a distance of 2318.79 feet to a fence post occupying the southeasterly corner of said 3.82 Acre Tract, in the westerly line of County Road 270;

THENCE continuing with the easterly line of the 247.055 Acre Tract and the westerly line of County Road 270 the following three (3) courses:

1. S47°12'12"E, a distance of 1202.87 feet to a 1/2" iron rod found;

2. S44°43'38"W, a distance of 6.98 feet to an iron rod with cap found;

3. S41°07'20"E, a distance of 284.17 feet to the **POINT OF BEGINNING**, containing an area of 190.327 acres of land, more or less.

Exhibit B – Legal Description of the Additional Property

Exhibit C
Facilities Agreement

CRESCENT LEANDER FACILITIES AGREEMENT

THIS *Crescent Leander Facilities Agreement* (this "Agreement") is entered into effective when fully executed (the "Effective Date") by: Crescent Leander, TX, LLC, a Delaware limited liability company (the "Owner" or "Crescent"), the City of Leander, Texas, a home rule municipal corporation (the "City"), and Leander TODD Municipal Utility District No. 1 of Williamson County, a municipal utility district created by Order Number ____ of the Texas Commission on Environmental Quality (the "TCEQ") issued December __, 2013 and operating pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended (the "District"). The Owner (or Crescent), the City, and the District are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, this Agreement, when and if fully executed, will replace in its entirety that certain *Facilities Agreement* made and entered into by the City, the District, and Leander 183A Development II LLC effective November 1, 2012 (the "Leander 183A Agreement" and "Leander 183A");

WHEREAS, when this Agreement is fully executed, Leander 183A shall be released from any further rights, obligations, or liabilities under the Leander 183A Agreement;

WHEREAS, if this Agreement is not fully executed within __days after it is approved by the City Council of the City, it shall be null and void and the Leander 183A Agreement shall remain in full force and effect;

WHEREAS, the Owner is the owner of approximately 490.99 acres in Williamson County, Texas, as described by metes and bounds on **Exhibit A and Exhibit A-1** (the "Property");

WHEREAS, the Property lies within the corporate limits of the City;

WHEREAS, the portion of the Property described on Exhibit A containing approximately 300.66 acres lies within and is coterminous with the boundaries of the District;

WHEREAS, the Parties contemplate that the portion of the Property described on Exhibit A-1 containing approximately 190.33 acres will be annexed into the District with the consent of the City;

WHEREAS, the City Council of the City adopted Ordinance No. _____, effective December 19, 2013, consenting to the creation of the District and to the annexation by the District of the 190.33 acres described on Exhibit A-1 (the "Consent Ordinance");

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, conveying to the City, and financing (hereinafter collectively referred to as to "Construct" or the "Construction") water, wastewater, drainage, and other public improvements authorized by the Texas Constitution and Texas Water Code to serve the area within its boundaries (collectively, the "District Improvements");

WHEREAS, Construction of the District Improvements will occur in phases (as determined by the District and the owners and developers of the Property in accordance with the Applicable Regulations) in accordance with the Consent Ordinance, this Agreement, the applicable ordinances of the City, Chapters 30, 49, and 54, Texas Water Code, as amended, the rules and regulations of the TCEQ, as amended, and applicable state and federal regulations (collectively, the "Applicable Regulations");

WHEREAS, the Parties intend that the Reimbursable Costs of the District Improvements will be paid from the net proceeds of Bonds issued by the District in accordance with this Agreement, the Consent Ordinance, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended;

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 30, 49, and 54, Texas Water Code, as amended, Chapter 791, Texas Government Code, as amended, and Section 552.014, Texas Local Government Code, as amended; and

WHEREAS, the City is a municipal corporation operating under a home-rule City Charter adopted under the laws of the State of Texas and pursuant to which the City has the authority to enter into and perform its obligations under this Agreement including, but not limited to, the ownership and operation of the District Improvements.

NOW THEREFORE, for and in consideration of the mutual agreements hereinafter set forth, the Parties agree as follows:

ARTICLE I
DEFINITIONS

In addition to the terms defined in the introductory paragraph and in the RECITALS of this Agreement, the following terms shall have the meanings given to them in this ARTICLE I unless the context clearly requires a different meaning.

"Board" means the Board of Directors of the District.

"Bond" means bonds, notes, or other obligations or indebtedness that are issued or incurred by the District under the District's borrowing power.

"City Council" means the City Council of the City.

"City Manager" means the City Manager of the City.

"City Objection" is defined in Section 3.03.

"Development Agreement" means that certain *Crescent Leander Development and Reimbursement Agreement* among Crescent, the Leander Development Authority, Reinvestment Zone Number One, City of Leander, Texas, and the City approved by the City Council on December 9, 2013, and effective when fully executed;

"Notice" means notice as defined in Section 10.01.

"Reimbursable Costs" means costs paid or incurred to Construct District Improvements that are eligible for reimbursement from the net proceeds of Bonds issued in accordance with the rules and regulations of the TCEQ, as amended, including, but not limited to, the following:

(i) surveying costs;

(ii) cost of soils and materials testing;

(iii) engineering fees related to the District Improvements;

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

(v) costs of required easements and rights-of-way; and

(vi) other costs paid or incurred in connection with the creation and operation of the District.

"Road Projects" means any road projects that the District is authorized to undertake pursuant to Article XVI, Section 59 of the Texas Constitution, as amended, and Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature.

ARTICLE II
EXECUTION OF AGREEMENTS

Section 2.01. District Execution of Agreement. The Owner shall cause the District to approve, execute, and deliver to the City this Agreement within 30 (thirty) days after the date the Board holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) the City may terminate this Agreement and may repeal the Consent Ordinance.

Section 2.02. District Bonds. If the District fails to approve, execute, and deliver this Agreement to the City as required by Section 2.01, and if the City does not terminate this Agreement, such failure shall constitute a material breach of this Agreement by the Owner and shall operate to prohibit the District from taking any actions to issue Bonds

until the failure has been cured; provided that even if this Agreement is terminated, the City may enforce the provisions of the Consent Ordinance as long as such Consent Ordinance is in effect. The City shall have the right to enjoin the issuance of Bonds during any period in which such a material breach exists.

Section 2.03. Reimbursement Agreements. If the District fails to approve, execute, and deliver this Agreement to the City as required by Section 2.01, and if the City has not terminated this Agreement, such failure shall constitute a material breach of this Agreement by the Owner and shall operate to prohibit any owner or developer of the Property from entering into any reimbursement agreements with the District until the failure has been cured. The City shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

Section 2.04. Impact Fee Rebates. 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 Rebate Revenues and the Wastewater Rebate Revenues, as those terms are defined in the Development Agreement, until the breach has been cured.

Section 2.05. Intent of Parties Related to Allocation Agreement. Under Section 54.016(f), Texas Water Code, the City, as a City providing written consent for 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; APPLICABLE REGULATIONS; ISSUANCE OF BONDS; ROAD PROJECTS

Section 3.01. Consent Ordinance; Applicable Regulations. Construction of District Improvements shall be in phases (as determined by the Owner, the District, and other owners and developers of the Property) in accordance with the Applicable Regulations.

Section 1.01 Section 3.02. Authority to Issue Bonds. The purposes for which the District may issue Bonds are restricted to:

(a) the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances 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);

(3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water;

(4) Provide Road Projects and improvements related to the Road Projects;

(5) Develop and maintain recreational facilities for residents, subject to the applicable limitations of Section 49.461-46.466, Texas Water Code, or as permitted under Section 54.201, Texas Water Code; and

(6) Refunding any outstanding Bonds for a debt service savings; provided such refunding Bonds satisfy the terms and conditions of this Agreement;

(b) Provide payment of organizational, administrative, and operating costs during creation and construction periods and interest during construction, subject to the applicable limitations of Section 49.155, Texas Water Code;

(c) Pay that portion of the cost of the District Improvements that is not reimbursed by the City under the Development Agreement.

Section 3.03. Issuance of Bonds.

(a) The District may issue Bonds only as permitted by the Consent Ordinance, which is incorporated herein for all purposes, and this Agreement. The District agrees to give notice to the City of its intention to issue Bonds by delivering the information described in this Section to the City Engineer and the City's Director of Development Services:

(1) Concurrently with the District's submittal of each application to the TCEQ for approval of issuance of Bonds:

A. 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;

B. Written certification by the District's financial advisor that the Bonds, when issued, will meet the existing economic feasibility guidelines established by TCEQ for districts issuing bonds in Williamson County; and

C. Written certification by the District that the District is in compliance in all material respects with the terms and conditions of this Agreement;

(2) At least five (5) days before the issuance of Bonds or refunding Bonds:

A. If the District is required to obtain TCEQ approval of the issuance of a series of Bonds, a copy of the order of the TCEQ approving the Bonds and the District Improvements to be funded by such Bonds, the amount of Bonds being proposed for issuance, the proposed District debt service ad valorem tax rate after issuance of the Bonds, and written certification that the District is in compliance in all material respects with the conditions set forth in this Agreement; and

B. If the District is not required to obtain TCEQ approval of the issuance of a series of Bonds, the amount of Bonds being proposed for issuance, the proposed District debt service ad valorem tax rate after issuance of the Bonds, and written certification that the District is in compliance in all material respects with the conditions set forth in this Agreement; and

(b) The City may object to the proposed bond application or to the issuance of a series of Bonds for the reason that the Owner or the District is in default of any provision of this Agreement and Development Agreement. If the City objects to a proposed Bond application or issuance due to such a default (a "City Objection"), the City shall have a period of thirty (30) days after receiving the information required by Section 3.03(a)(1) and a period of ten (10) days after receiving the information required by Section 3.03(a)(2) within which to object to the proposed Bond application. If the City objects to a proposed Bond application or issuance due to such a default, the proposed Bond application and issuance will be delayed until such time as the default is cured. If the City fails to object to a proposed Bond application or issuance within such periods specified herein, the City shall be deemed to have waived all objections. If the City objects to a proposed District Bond issue, such City Objection: (a) shall be in writing; (b) shall be given to the District; (c) shall be signed by the City Manager or the City Manager's designee; and (d) shall specifically identify the applicable provision of the Consent Ordinance or this Agreement for which the District or the Owner is in default. In the event a City Objection is timely given to the District with respect to a specific Bond application or issuance of Bonds, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the Bond application or issuance of Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived by written agreement.

(c) 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. The District shall send a copy of any material event notices filed under applicable federal securities laws or regulations to the City Manager within 30 days after filing such notices with the applicable federal agency. If the City requests any additional information regarding any issue of District Bonds, the District will promptly provide any such information to the City.

Section 3.04. Road Projects. The District is authorized to undertake the Construction of Road Projects. The District shall convey or cause to be conveyed the Road Projects to the City, and the City shall accept, operate, and maintain such Road Projects in satisfaction of the requirements of Section 54.234, Texas Water Code, as amended; provided that: (a) the City has approved the plans and specifications for the Road Projects prior to construction; (b) the City finds that the Road Projects have been constructed in accordance with the City-approved plans and specifications and applicable City ordinances; and (c) the Owner or District has satisfied any requirements set forth in City ordinances that must be met prior to the City's acceptance of the Road Projects. The City consents to expanding the rights of the District to undertake Road Projects pursuant to authority granted by special act of the Texas Legislature provided that the City first reviews and approves the legislation by official action of the City Council prior to its filing with the Texas Legislature and provided further that the substance of such legislation is not changed from the legislation approved by the City. The Owner or District shall provide the City with notice of any substantive change to legislation approved by the City within three (3) days of such change occurring and shall further provide the City a copy of the legislation adopted by the Texas Legislature within ten (10) days of its enrollment.

Section 3.05. Bond Limit Amount. The total amount of Bonds issued by the District, excluding refunding Bonds, shall not exceed $100,512,396.00 unless approved by the City.

Section 3.06. Terms and Conditions of 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 and refunding Bonds shall have a maximum maturity date that is not more than forty (40) years after the "183A/183 Intersection" (as defined in the Development Agreement) has been fully constructed and open to the public 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 2% 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, but in any

event not later than, 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 fifteenth (15th) anniversary of the date of the Effective Date of this Agreement; and

(7) Any refunding Bonds must provide for a minimum of three percent (3%) present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded.

Section 3.07. 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 3.08. Limit of City's Liability. Unless the City abolishes the District and assumes the assets and liabilities of the District, the Bonds or any other obligations of the District shall never become an obligation of the City. The City's obligations under this Agreement shall 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. Nothing herein will prevent the City from using District Improvements to serve customers outside of the District provided that there is sufficient capacity to serve the residents and customers within the District.

Section 1.02 Section 3.09. Expenses Not Eligible for Reimbursement. The District and the Owner agree that the Bonds may not be used to finance any costs to be reimbursed by the City under the Development Agreement.

ARTICLE IV
DISTRICT IMPROVEMENTS

4.01. Conveyance of District Improvements. Upon completion of construction of each phase of the District Improvements and following the City's acceptance of such facilities, the party constructing or causing the construction of such facilities will promptly convey those facilities to the City.

Section 4.02. Recreational Facilities. The Parties intend for the Property to be developed in a manner that will provide parkland, landscaping, sidewalks, trails, and associated street and security lighting; and to that end, the Parties will use all reasonable efforts to develop a mutually acceptable plan that will provide such facilities.

ARTICLE V
ANNEXATION BY THE DISTRICT

The City hereby consents to the annexation by the District of the 190.33 acres described on Exhibit A-1.

ARTICLE VI

DISSOLUTION OF DISTRICT

The City may dissolve the District at anytime after the District has issued Bonds to finance Reimbursable Costs paid or incurred to Construct the District Improvements that are required to serve full development of the Property. Upon dissolution of the District, the City shall assume the indebtedness and legal obligations of the District to the extent required by law. If the City does not dissolve the District, the Board shall dissolve the District within sixty (60) days after the maturity date of the last series of Bonds issued by the District.

ARTICLE VII
TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and (unless terminated pursuant to Section 2.01) shall continue until the District is dissolved in accordance with ARTICLE VII.

ARTICLE VIII
BREACH, NOTICE AND REMEDIES

Section 8.01. Notification of Breach. If a Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

Section 8.02. Cure of Breach. The breaching Party shall 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 shall 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. Breach of an obligation to pay money shall be considered susceptible to cure within any period required.

Section 8.03. 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 right under this Agreement, law, or equity, seek an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, injunctive relief, and other remedies described in this Agreement or available at law or in equity; provided, however no Party shall have the right to terminate this Agreement (except as provided in Section 2.01) or seek or recover actual, consequential, or any other type of monetary damages or awards.

ARTICLE IX
ADDITIONAL PROVISIONS

Section 9.01. Notice. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this

Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall 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; or (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall 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 10.01.

To Owner: Crescent Leander, TX, LLC
Attn:

With Copy to: _____
_____
_____
_____

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

With copy to: McKamie, Krueger, & Knight LLP
Attn: Paige H. Saenz
Executive Office Terrace
223 W. Anderson Lane, Suite A105
Austin, Texas 78752

To District: Leander TODD Municipal Utility District No. 1 of Williamson County
Attn: President, Board of Directors
c/o Julianne B. Kugle
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056

With copy to: Sanford Kuhl Hagan Kugle Parker Kahn LLP

Attn: Julianne B. Kugle
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056

Section 9.02. No Waiver. Any failure by a Party to insist upon strict performance by another Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall 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 shall 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 shall be deemed or construed to be a waiver of any term or condition or subsequent waiver of the same term or condition.

Section 9.03. 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 shall be a proper forum for the determination of any dispute arising hereunder.

Section 9.04. 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 of Directors has been authorized to do so.

Section 9.05. 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, shall 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 shall 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 9.06. 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 9.07. 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 9.08. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

Section 9.09. Assignment.

(a) Neither the District nor the City may assign this Agreement without the consent of the other and the Owner.

(b) The 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 8 of the Development Agreement.

(c) Upon execution of this Agreement by the District, the Owner shall be deemed to have assigned all its rights and obligations to the District pursuant to Section 5.01.

Section 9.10. 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 9.11. 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 shall 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 shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 9.12. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the City, the District nor the 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 9.13. Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

THE CITY OF LEANDER, TEXAS

By:_____

Name:_____

Title:_____

Date:_____

ATTEST

By:_____
Name:_____
Title:_____

Date:_____

[CRESCENT]

By:_____

Name:_____

Title:_____

Date:_____

[DISTRICT]

By:_____

Exhibit C
Facilities Agreement

Name:_____

Title:_____

Date:_____

Exhibit A
Legal Description of the 300.66Acres

DESCRIPTION

DESCRIBING A TRACT OF LAND CONTAINING 300.66 ACRES, BEING A PART OF THE WILLIAM MANSIL A-437 AND THE HENRY GARMES SURVEY A-269, WILLIAMSON COUNTY, TEXAS, SAID 300.66 ACRE TRACT BEING FURTHER DESCRIBED AS BEING ALL OF THE FOLLOWING TWO TRACTS OF LAND:

1) THAT CERTAIN 3.185 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO LEANDER 183A DEVELOPMENT LLC EXECUTED ON SEPTEMBER 29, 2009 AND RECORDED IN DOCUMENT NUMBER 2009071868, OFFICIAL PUBLIC RECORDS OF SAID COUNTY;
2) THAT CERTAIN 297.47 ACRE TRACT OF LAND DESCRIBED IN A SUBSTITUTE TRUSTEE'S DEED DATED DECEMBER 1, 2009 AND RECORDED IN DOCUMENT NUMBER 2009087650, OFFICIAL PUBLIC RECORDS OF SAID COUNTY;

SAID 300.66 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with cap found (grid coordinates, N:10,194,960.701, E:3,075,023.108) at the northwest corner of said 297.47 acre tract, same being the northeast corner of that certain 29.60 acre tract of land described in a deed to Jean Baptiste, Ltd. as recorded in Document Number 2001069763, Official Public Records of said County and in the south line of that certain 3.894 acre tract of land described in a deed to Dolores Ima Later Seaman as recorded in Document Number 2006057416, Official Public Record of said County;

THENCE, with a north line of the said 297.47 acre tract, the following two (2) courses:

1) Same being the south line of the said 3.894 acre tract, N69°21'36"E, 587.31 feet to a calculated point at the southeast corner of the said 3.894 acre tract, same being the southwest corner of that certain 5.27 acre tract described in a deed to West Texas Tumbleweed, LP as recorded in Document No. 2007095737, Official Public Records of said County;
2) Same being the south line of the said 5.27 acre tract, N69°21'51"E, 1474.49 feet to an iron rod found at the western most northeast corner of the said 297.47 acre tract, said iron rod being in the west line of that certain 2.3872 acre tract described in a deed to Miriam Garcia and Brigido Cruces as recorded in Document Number 2011046622, Official Public Records of said County;

THENCE, with an east line of the said 297.47 acre tract, same being the west line of said 2.3872 acre tract, S22°33'24"E, 265.99 feet to a calculated point at an interior corner of said 297.47 acre tract, same being the southwest corner of said 2.3872 acre tract;

THENCE, with a north line of the said 297.47 acre tract, the following ten (10) courses:

1) Same being the south line of said 2.3872 acre tract, N88°01'00"E, 317.05 feet to an iron rod found at the southeast corner of said 2.3872 acre tract, same being the southwest corner of that certain 10.73 acre tract of land described in a deed to Ernest M. Jordan Jr. as recorded in Document Number 2008075550, Official Public Records of said County;
2) N87°20'23"E, 255.92 feet to a nail found in tree;

EXHIBIT

3) N87°25'06"E, 222.59 feet to a nail found in tree;
4) N88°38'50"E, 183.83 feet to a metal fence corner post found at the southeast corner of the said 10.73 acre tract, same being the southwest corner of that certain 10.061 acre tract described in a deed to Teddy Jack Estes as recorded in Volume 2079, Page 729 of the said Official Public Records;
5) N87°41'59"E, 181.09 feet to an iron rod found;
6) N89°52'01"E, 63.68 feet to a nail found in tree;
7) N88°10'32"E, 244.09 feet to a nail found in tree;
8) N85°41'55"E, 93.59 feet to a nail found in tree;
9) S88°05'09"E, 75.43 feet to a nail found in tree;
10) N86°33'20"E, 93.07 feet to a nail found in tree at the eastern most northeast corner of said 297.47 acre tract, same being the southeast corner of the said 10.061 acre tract and in the southwest line of Lot 8, South San Gabriel Ranches, a subdivision recorded in Volume 5, Page 12 of the Plat Records of the said County;

THENCE, with an east line of the said 297.47 acre tract, same being the southwest line of the said Lot 8, S33°14'25"E, 246.90 feet to a nail found at the south corner of the said Lot 8, same being in the west right-of-way line of County Road 270;

THENCE, with an east line of said 297.47 acre tract, same being the west line of County Road 270, the following two (2) courses:
1) S17°20'59"W, 514.19 feet to a nail found;
2) S11°07'11"E, 459.93 feet to an iron rod found at the southeast corner of said 297.47 acre tract, same being a northeast corner of that certain 247.055 acre tract described in a deed to Butler Family Shinoak, Ltd as recorded in Document Number 2012079162, Official Public Records of said County;

THENCE, with a south line of the said 297.47 acre tract, same being a north line of the said 247.055 acre tract, N89°47'15"W, 1366.91 feet to an iron rod found at an interior corner of the said 297.47 acre tract, same being a northwest corner of the said 247.055 acre tract;

THENCE, with the northeast line of the said 297.47 acre tract, same being a southwest line of said 247.055 acre tract as described in the said boundary line agreement recorded in Document Number 2005050819, S21°03'19"E, 2,658.04 feet to an iron rod found at the southeast corner of the said 297.47 acre tract, same being an interior corner of the said 247.055 acre tract;

THENCE, with the common line of said 297.47 acre tract and said 247.055 acre tract, the following seven (7) courses:
1) S49°24'27"W, 431.16 feet to an iron rod found;
2) S26°12'36"W, 353.97 feet to an iron rod found;
3) S69°47'37"W, 345.96 feet to an iron rod found;
4) S51°44'52"W, 400.80 feet to an iron rod found;
5) S84°57'19"W, 279.09 feet to an iron rod found;

6) S71°26'46"W, 416.89 feet to an iron rod found;
7) N85°38'48"W, 88.64 feet to an iron rod found;

THENCE, with the common line of said 297.47 acre tract and said 247.055 acre tract as described in the said boundary line agreement recorded in Document Number 2005050819, S67°24'49"W, 61.70 feet to an iron rod with cap found at a southwest corner of said 297.47 acre tract, same being the southeast corner of that certain 15.40 acre tract of land described in a deed to Jean Baptise, Ltd as recorded in Document Number 2010069763, Official Public Records of said County;

THENCE, with the common line of said 297.47 acre tract and said 15.40 acre tract, the following two (2) courses:
1) N33°00'49"W, 903.85 feet to an iron rod with cap found;
2) S69°05'33"W, 764.94 feet to an iron rod with cap found in the east line of that certain11.104 acre tract of land described in a deed to County of Williamson as recorded in Document Number 2005012314, Official Public Records of said County, same being in the east right-of-way line of U. S. Highway 183-A;

THENCE, with a west line of said 297.47 acre tract, same being the east line of said 11.104 acre tract and U. S. Highway 183-A, along a curve to the right having a radius of 5529.58 feet, an arc length of 278.32 feet, a central angle of 2°53'02", and a chord which bears N30°09'20"W, 278.29 feet to an iron rod found at a northwest corner of said 297.47 acre tract, same being the northeast corner of said 11.104 acre tract and the southwest corner of that certain 4.06 acre tract of land described in a deed to Arising Properties, LLC as recorded in Document Number 2011074271, Official Public Records of said County;

THENCE, with a common line of said 297.47 acre tract and said 4.06 acre tract, the following two (2) courses:
1) N67°50'41"E, 419.72 feet to an iron rod found;
2) N21°22'21"W, 393.09 feet to an iron rod found at the southeast corner of the remaining portion of that certain 17.46 acre tract described in a deed to West Texas Trading Retirement, Ltd. as recorded in Volume 2058, Page 119, Official Public Records of said County;

THENCE, with the common line of said 297.47 acre tract and said 17.46 acre tract, the following two (2) courses:
1) N21°23'02"W, 306.66 feet to an iron rod found;
2) N21°10'03"W, 312.72 feet to an iron rod found at the southeast corner of said 3.185 acre tract described in said deed recorded in Document Number 2009071868;

THENCE, with the south line of said 3.185 acre tract, same being the north line of said 17.46 acre tract, S70°00'32"W, 456.54 feet to an iron rod with cap found at the southwest corner of said 3.185 acre tract, same being the southeast corner of that certain 2.758 acre tract of land described in a deed to Williamson County, Texas as recorded in Document Number 2004090173, Official Public Records of said County, same being in the east right-of-way line of U. S. Highway 183-A;

Exhibit A
Legal Description of the 300.66Acres

THENCE, with the west line of said 3.185 acre tract, same being the east line of said 2.758 acre tract and U. S. Highway 183-A, along a curve to the right having a radius of 5529.58 feet, an arc length of 309.55 feet, a central angle of 03°12'27" and a chord which bears N16°26'16"W, 309.51 feet to an iron rod with cap found at the northwest corner of said 3.185 acre tract, same being the northeast corner of said 2.758 acre tract, the southeast corner of that certain 8.591 acre tract of land described in a deed to County of Williamson as recorded in Document Number 2005012314, Official Public Records of said County and the southwest corner of that certain 29.60 acre tract of land described in a deed to Jean Baptise, Ltd as recorded in Document Number 2010069763, Official Public Records of said County;

THENCE, with the north line of said 3.185 acre tract, same being the south line of said 29.60 acre tract, N69°28'35"E, 432.18 feet to an iron rod found at the northeast corner of said 3.185 acre tract, same being a northwest corner of said 297.47 acre tract;

THENCE, with the common line of said 297.47 acre tract and said 29.60 acre tract, the following five (5) courses:

1) N69°35'16"E, 65.11 feet to an iron rod with cap found;
2) N13°48'31"W, 715.22 feet to an iron rod with cap found;
3) N84°52'36"E, 303.74 feet to an iron rod with cap found;
4) N04°46'08"W, 951.97 feet to an iron rod with cap found;
5) N20°34'25"W, 435.85 feet to the POINT OF BEGINNING and containing 300.66 acre of land.

Surveyed by:
URBAN DESIGN GROUP

3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040

STATE OF TEXAS
REGISTERED
JOHN NOELL
2433
PROFESSIONAL
LAND SURVEYOR

John Noell, R.P.L.S. #2433

5·31·13
Date:

Map attached.

Basis of Bearings: Bearings shown hereon are based on the Texas State Plane Coordinate System, NAD 83 (1986 Adjustment), Texas Central Zone (4203). All bearings, distances and acreages shown hereon relate to this datum and grid coordinate system.

Exhibit A-1
Legal Description of the Butler Winters Tract (190.33 acres)

DESCRIPTION OF 190.327 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE WILLIAM MANCIL SURVEY, ABSTRACT NO. 437, THE HENRY GARMES SURVEY, ABSTRACT NO. 269 AND THE L.B. JOHNSON SURVEY, ASTRACT NO. 350, BEING A PORTION OF A 247.055 ACRE TRACT (TRACT 5) DESCRIBED IN A DEED OF RECORD TO BUTLER FAMILY SHINOAK, LTD. IN DOCUMENT NO. 2012079162 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 190.327 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with cap found at the intersection of the westerly line of County Road 270 (ROW width varies) and the northerly line of San Gabriel Parkway (ROW width varies), for the southeasterly corner of said 247.055 Acre Tract and the herein described tract;

THENCE with the northerly line of San Gabriel Parkway and the southerly line of the 247.055 Acre Tract the following six (6) courses:

1. S48°32'46"W, a distance of 268.33 feet to an iron rod with cap found at the point of curvature of a curve to the right;

2. Along said curve to the right, having a radius of 894.92 feet, an arc length of 321.98 feet and a chord which bears S58°50'55"W, a distance of 320.24 feet an iron rod with cap found at the end of said curve;

3. S69°13'14"W, a distance of 905.04 feet to an iron rod with cap found;

4. S66°38'20"W, a distance of 621.55 feet to an iron rod with cap found at the point of curvature of a curve to the right;

5. Along said curve to the right, having a radius of 999.91 feet, an arc length of 607.61 feet and a chord which bears S84°02'32"W, a distance of 598.30 feet to an iron rod with G&R cap set at the end of said curve;

6. N78°32'48"W, a distance of 583.02 feet to an iron rod with G&R cap set for the southwesterly corner of the herein described tract, from which an iron rod with cap found at the point of curvature of a curve to the left bears N78°32'48"W, a distance of 566.50 feet;

THENCE over and across the 247.055 Acre Tract the following eight (8) courses:

1. Along a curve to the left, having a radius of 25.00 feet, an arc length of 39.13 feet and a chord which bears N56°36'34"E, a distance of 35.26 feet to an iron rod with G&R cap set at the end of said curve;

2. N11°45'55"E, a distance of 71.53 feet to an iron rod with G&R cap set at the point of curvature of a curve to the left;

3. Along said curve to the left, having a radius of 435.00 feet, an arc length of 246.73 feet and a chord which bears N04°29'02"W, a distance of 243.44 feet to an iron rod with G&R cap set at the end of said curve;

4. N20°43'59"W, a distance of 498.57 feet to an iron rod with G&R cap set at the point of curvature of a curve to the left;

5. Along said curve to the left, having a radius of 565.00 feet, an arc length of 335.15 feet and a chord which bears N37°43'37"W, a distance of 330.26 feet to an iron rod with G&R cap set at the end of said curve;

6. N54°43'14"W, a distance of 420.77 feet to an iron rod with G&R cap set at the point of curvature of a curve to the right;

7. Along said curve to the right, having a radius of 505.00 feet, an arc length of 294.43 feet and a chord which bears N38°01'05"W, a distance of 290.28 feet to an iron rod with G&R cap set at the end of said curve;

8. N21°18'55"W, a distance of 31.40 feet to an iron rod with G&R cap set in the southerly line of a 297.47 acre tract described in a deed of record to Leander 183A Development II, LLC in Document No. 2009087650 of said Official Public Records and the northerly line of the 247.055 Acre Tract, for the most westerly northwest corner of the herein described tract, from which an iron rod with cap found in the southerly line of said 297.47 Acre Tract and the northerly line of the 247.055 Acre Tract, bears S69°48'39"W, a distance of 51.26 feet;

THENCE with the southerly line of the 297.47 Acre Tract and the northerly line of the 247.055 Acre Tract and further described in that Boundary Line Agreement recorded in Document No. 2007004724 of said Official Public Records the following five (5) courses:

1. N69°48'39"E, a distance of 294.91 feet to a 1/2" iron rod found ;

2. N26°11'12"E, a distance of 354.05 feet to a 1/2" iron rod found;

3. N49°24'47"E, a distance of 431.07 feet to a 1/2" iron rod found;

4. N21°03'08"W, a distance of 2657.70 feet to a 1/2" iron rod found;

5. S89°48'37"E, a distance of 1367.06 feet to a 1/2" iron rod found in the westerly line of said County Road 270 at the common easterly corner of the 297.47 Acre Tract and the 247.055 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE with the easterly line of the 247.055 Acre Tract and the westerly line of County Road 270 the following six (6) courses:

1. S11°59'43"E, a distance of 410.79 feet to an iron rod with cap found;

2. S70°45'16"E, a distance of 305.54 feet to an iron rod with cap found;

3. S42°30'56"E, a distance of 150.44 feet to an iron rod with cap found;

4. S21°42'53"E, a distance of 310.14 feet to an iron rod with cap found;

5. S22°45'21"E, a distance of 1012.05 feet to an iron rod with cap found;

6. S33°43'21"E, a distance of 457.23 feet to fence post occupying the northeasterly corner of a remnant of a 39.98 acre tract described in a deed of record to Preston Brooks, Jr. in Volume 461, Page 692, Deed Records of Williamson County, Texas;

THENCE leaving the westerly line of County Road 270 and continuing with the easterly line of the 247.055 Acre Tract, being in part common with the northerly line of said Brooks Remnant Tract, in part common with the northerly and southerly lines of a 9.69 acre tract described in Document No. 1995046550, a 10.38 acre tract described in Document No. 1995046549 and a 10.009 acre tract described in Document No. 1998043976, all deeds of record to John Wylie recorded in said Official Public Records, and in part common with the southerly line of a 3.82 acre tract described in a deed of record to James E. Wolsch, Et Ux in Volume 2429, Page 523, Official Records of Williamson County, Texas, the following four (4) courses:

1. S77°04'33"W, a distance of 1537.31 feet to a fence post;

2. S25°20'48"W, a distance of 797.52 feet to a 1/2" iron rod found;

3. S20°32'52"E, a distance of 410.89 feet to a 1/2" iron rod found;

4. N69°14'54"E, a distance of 2318.79 feet to a fence post occupying the southeasterly corner of said 3.82 Acre Tract, in the westerly line of County Road 270;

THENCE continuing with the easterly line of the 247.055 Acre Tract and the westerly line of County Road 270 the following three (3) courses:

1. S47°12'12"E, a distance of 1202.87 feet to a 1/2" iron rod found;

2. S44°43'38"W, a distance of 6.98 feet to an iron rod with cap found;

3. S41°07'20"E, a distance of 284.17 feet to the **POINT OF BEGINNING**, containing an area of 190.327 acres of land, more or less.

Exhibit A-1
Legal Description of the Butler Winters Tract (190.33 acres)

Executive Summary

December 19, 2013

Agenda Subject: Consideration of a facilities agreement between the City and Crescent Leander, TX, LLC for facilities related to the Leander TODD Municipal Utility District No. 1 comprising 300.66 acres, more or less, and an additional 190.33 acres, more or less, to be annexed into the District, all of which property is generally located northeast of the intersection of 183A and San Gabriel Pkwy. within the city limits of the City of Leander, Williamson County, Texas.

Background: This property is located north of San Gabriel Pkwy. and east of 183A. The City Council previously approved ordinance # 12-056-00 on November 1, 2012 giving consent to the filing of legislation to create a municipal utility district (MUD) over the property.

The applicant has subsequently requested the ability to add property to the original project and annex it into the District.

The facilities agreement authorizes the MUD to issue up to $100,512,396 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 40 years and that the bonds must be issued within 15 years of the effective date of the facilities agreement.

Because Crescent Leander, TX, LLC does not yet own the property subject to the agreement, the agreement is structured to be executed after the closing of the purchase of the property.

Origination: Applicant

Financial Consideration: None.

Recommendation: Staff recommends approval of the facilities agreement.

Attachments: 1. Facilities Agreement and Exhibits

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

CRESCENT LEANDER FACILITIES AGREEMENT

THIS *Crescent Leander Facilities Agreement* (this "Agreement") is entered into effective when fully executed (the "Effective Date") by: Crescent Leander, TX, LLC, a Delaware limited liability company (the "Owner" or "Crescent"), the City of Leander, Texas, a home rule municipal corporation (the "City"), and Leander TODD Municipal Utility District No. 1 of Williamson County, a municipal utility district created by Order Number ____ of the Texas Commission on Environmental Quality (the "TCEQ") issued December __, 2013 and operating pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended (the "District"). The Owner (or Crescent), the City, and the District are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, this Agreement, when and if fully executed, will replace in its entirety that certain *Facilities Agreement* made and entered into by the City, the District, and Leander 183A Development II LLC effective November 1, 2012 (the "Leander 183A Agreement" and "Leander 183A");

WHEREAS, when this Agreement is fully executed, Leander 183A shall be released from any further rights, obligations, or liabilities under the Leander 183A Agreement;

WHEREAS, if this Agreement is not fully executed within __days after it is approved by the City Council of the City, it shall be null and void and the Leander 183A Agreement shall remain in full force and effect;

WHEREAS, the Owner is the owner of approximately 490.99 acres in Williamson County, Texas, as described by metes and bounds on **Exhibit A and Exhibit A-1** (the "Property");

WHEREAS, the Property lies within the corporate limits of the City;

WHEREAS, the portion of the Property described on Exhibit A containing approximately 300.66 acres lies within and is coterminous with the boundaries of the District;

WHEREAS, the Parties contemplate that the portion of the Property described on Exhibit A-1 containing approximately 190.33 acres will be annexed into the District with the consent of the City;

WHEREAS, the City Council of the City adopted Ordinance No. _____, effective December 19, 2013, consenting to the creation of the District and to the annexation by the District of the 190.33 acres described on Exhibit A-1 (the "Consent Ordinance");

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, conveying to the City, and financing (hereinafter collectively referred to as to "Construct" or the "Construction") water, wastewater, drainage, and other public improvements authorized by the Texas Constitution and Texas Water Code to serve the area within its boundaries (collectively, the "District Improvements");

WHEREAS, Construction of the District Improvements will occur in phases (as determined by the District and the owners and developers of the Property in accordance with the Applicable Regulations) in accordance with the Consent Ordinance, this Agreement, the applicable ordinances of the City, Chapters 30, 49, and 54, Texas Water Code, as amended, the rules and regulations of the TCEQ, as amended, and applicable state and federal regulations (collectively, the "Applicable Regulations");

WHEREAS, the Parties intend that the Reimbursable Costs of the District Improvements will be paid from the net proceeds of Bonds issued by the District in accordance with this Agreement, the Consent Ordinance, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended;

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 30, 49, and 54, Texas Water Code, as amended, Chapter 791, Texas Government Code, as amended, and Section 552.014, Texas Local Government Code, as amended; and

WHEREAS, the City is a municipal corporation operating under a home-rule City Charter adopted under the laws of the State of Texas and pursuant to which the City has the authority to enter into and perform its obligations under this Agreement including, but not limited to, the ownership and operation of the District Improvements.

NOW THEREFORE, for and in consideration of the mutual agreements hereinafter set forth, the Parties agree as follows:

ARTICLE I
DEFINITIONS

In addition to the terms defined in the introductory paragraph and in the RECITALS of this Agreement, the following terms shall have the meanings given to them in this ARTICLE I unless the context clearly requires a different meaning.

"Board" means the Board of Directors of the District.

"Bond" means bonds, notes, or other obligations or indebtedness that are issued or incurred by the District under the District's borrowing power.

"City Council" means the City Council of the City.

"City Manager" means the City Manager of the City.

"City Objection" is defined in Section 3.03.

"Development Agreement" means that certain *Crescent Leander Development and Reimbursement Agreement* among Crescent, the Leander Development Authority, Reinvestment Zone Number One, City of Leander, Texas, and the City approved by the City Council on December 9, 2013, and effective when fully executed;

"Notice" means notice as defined in Section 10.01.

"Reimbursable Costs" means costs paid or incurred to Construct District Improvements that are eligible for reimbursement from the net proceeds of Bonds issued in accordance with the rules and regulations of the TCEQ, as amended, including, but not limited to, the following:

(i) surveying costs;

(ii) cost of soils and materials testing;

(iii) engineering fees related to the District Improvements;

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

(v) costs of required easements and rights-of-way; and

(vi) other costs paid or incurred in connection with the creation and operation of the District.

"Road Projects" means any road projects that the District is authorized to undertake pursuant to Article XVI, Section 59 of the Texas Constitution, as amended, and Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature.

ARTICLE II
EXECUTION OF AGREEMENTS

Section 2.01. District Execution of Agreement. The Owner shall cause the District to approve, execute, and deliver to the City this Agreement within 30 (thirty) days after the date the Board holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) the City may terminate this Agreement and may repeal the Consent Ordinance.

Section 2.02. District Bonds. If the District fails to approve, execute, and deliver this Agreement to the City as required by Section 2.01, and if the City does not terminate this Agreement, such failure shall constitute a material breach of this Agreement by the Owner and shall operate to prohibit the District from taking any actions to issue Bonds until the failure has been cured; provided that even if this Agreement is terminated, the City may enforce the provisions of the Consent Ordinance as long as such Consent

Ordinance is in effect. The City shall have the right to enjoin the issuance of Bonds during any period in which such a material breach exists.

Section 2.03. Reimbursement Agreements. If the District fails to approve, execute, and deliver this Agreement to the City as required by Section 2.01, and if the City has not terminated this Agreement, such failure shall constitute a material breach of this Agreement by the Owner and shall operate to prohibit any owner or developer of the Property from entering into any reimbursement agreements with the District until the failure has been cured. The City shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

Section 2.04. Impact Fee Rebates. 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 Rebate Revenues and the Wastewater Rebate Revenues, as those terms are defined in the Development Agreement, until the breach has been cured.

Section 2.05. Intent of Parties Related to Allocation Agreement. Under Section 54.016(f), Texas Water Code, the City, as a City providing written consent for 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; APPLICABLE REGULATIONS; ISSUANCE OF BONDS; ROAD PROJECTS

Section 3.01. Consent Ordinance; Applicable Regulations. Construction of District Improvements shall be in phases (as determined by the Owner, the District, and other owners and developers of the Property) in accordance with the Applicable Regulations.

Section 1.01 Section 3.02. Authority to Issue Bonds. The purposes for which the District may issue Bonds are restricted to:

(a) the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances 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);

(3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water;

(4) Provide Road Projects and improvements related to the Road Projects;

(5) Develop and maintain recreational facilities for residents, subject to the applicable limitations of Section 49.461-46.466, Texas Water Code, or as permitted under Section 54.201, Texas Water Code; and

(6) Refunding any outstanding Bonds for a debt service savings; provided such refunding Bonds satisfy the terms and conditions of this Agreement;

(b) Provide payment of organizational, administrative, and operating costs during creation and construction periods and interest during construction, subject to the applicable limitations of Section 49.155, Texas Water Code;

(c) Pay that portion of the cost of the District Improvements that is not reimbursed by the City under the Development Agreement.

Section 3.03. Issuance of Bonds.

(a) The District may issue Bonds only as permitted by the Consent Ordinance, which is incorporated herein for all purposes, and this Agreement. The District agrees to give notice to the City of its intention to issue Bonds by delivering the information described in this Section to the City Engineer and the City's Director of Development Services:

(1) Concurrently with the District's submittal of each application to the TCEQ for approval of issuance of Bonds:

A. 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;

B. Written certification by the District's financial advisor that the Bonds, when issued, will meet the existing economic feasibility guidelines established by TCEQ for districts issuing bonds in Williamson County; and

C. Written certification by the District that the District is in compliance in all material respects with the terms and conditions of this Agreement;

(2) At least five (5) days before the issuance of Bonds or refunding Bonds:

A. If the District is required to obtain TCEQ approval of the issuance of a series of Bonds, a copy of the order of the TCEQ approving the Bonds and the District Improvements to be funded by such Bonds, the amount of Bonds being proposed for issuance, the

proposed District debt service ad valorem tax rate after issuance of the Bonds, and written certification that the District is in compliance in all material respects with the conditions set forth in this Agreement; and

B. If the District is not required to obtain TCEQ approval of the issuance of a series of Bonds, the amount of Bonds being proposed for issuance, the proposed District debt service ad valorem tax rate after issuance of the Bonds, and written certification that the District is in compliance in all material respects with the conditions set forth in this Agreement; and

(b) The City may object to the proposed bond application or to the issuance of a series of Bonds for the reason that the Owner or the District is in default of any provision of this Agreement and Development Agreement. If the City objects to a proposed Bond application or issuance due to such a default (a "City Objection"), the City shall have a period of thirty (30) days after receiving the information required by Section 3.03(a)(1) and a period of ten (10) days after receiving the information required by Section 3.03(a)(2) within which to object to the proposed Bond application. If the City objects to a proposed Bond application or issuance due to such a default, the proposed Bond application and issuance will be delayed until such time as the default is cured. If the City fails to object to a proposed Bond application or issuance within such periods specified herein, the City shall be deemed to have waived all objections. If the City objects to a proposed District Bond issue, such City Objection: (a) shall be in writing; (b) shall be given to the District; (c) shall be signed by the City Manager or the City Manager's designee; and (d) shall specifically identify the applicable provision of the Consent Ordinance or this Agreement for which the District or the Owner is in default. In the event a City Objection is timely given to the District with respect to a specific Bond application or issuance of Bonds, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the Bond application or issuance of Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived by written agreement.

(c) 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. The District shall send a copy of any material event notices filed under applicable federal securities laws or regulations to the City Manager within 30 days after filing such notices with the applicable federal agency. If the City requests any additional information regarding any issue of District Bonds, the District will promptly provide any such information to the City.

Section 3.04. Road Projects. The District is authorized to undertake the Construction of Road Projects. The District shall convey or cause to be conveyed the Road Projects to the City, and the City shall accept, operate, and maintain such Road

Projects in satisfaction of the requirements of Section 54.234, Texas Water Code, as amended; provided that: (a) the City has approved the plans and specifications for the Road Projects prior to construction; (b) the City finds that the Road Projects have been constructed in accordance with the City-approved plans and specifications and applicable City ordinances; and (c) the Owner or District has satisfied any requirements set forth in City ordinances that must be met prior to the City's acceptance of the Road Projects. The City consents to expanding the rights of the District to undertake Road Projects pursuant to authority granted by special act of the Texas Legislature provided that the City first reviews and approves the legislation by official action of the City Council prior to its filing with the Texas Legislature and provided further that the substance of such legislation is not changed from the legislation approved by the City. The Owner or District shall provide the City with notice of any substantive change to legislation approved by the City within three (3) days of such change occurring and shall further provide the City a copy of the legislation adopted by the Texas Legislature within ten (10) days of its enrollment.

Section 3.05. Bond Limit Amount. The total amount of Bonds issued by the District, excluding refunding Bonds, shall not exceed $100,512,396.00 unless approved by the City.

Section 3.06. Terms and Conditions of 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 and refunding Bonds shall have a maximum maturity date that is not more than forty (40) years after the "183A/183 Intersection" (as defined in the Development Agreement) has been fully constructed and open to the public 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 2% 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, but in any event not later than, 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 fifteenth (15th) anniversary of the date of the Effective Date of this Agreement; and

(7) Any refunding Bonds must provide for a minimum of three percent (3%) present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded.

Section 3.07. 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 3.08. Limit of City's Liability. Unless the City abolishes the District and assumes the assets and liabilities of the District, the Bonds or any other obligations of the District shall never become an obligation of the City. The City's obligations under this Agreement shall 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. Nothing herein will prevent the City from using District Improvements to serve customers outside of the District provided that there is sufficient capacity to serve the residents and customers within the District.

Section 1.02 Section 3.09. Expenses Not Eligible for Reimbursement. The District and the Owner agree that the Bonds may not be used to finance any costs to be reimbursed by the City under the Development Agreement.

ARTICLE IV
DISTRICT IMPROVEMENTS

4.01. Conveyance of District Improvements. Upon completion of construction of each phase of the District Improvements and following the City's acceptance of such facilities, the party constructing or causing the construction of such facilities will promptly convey those facilities to the City.

Section 4.02. Recreational Facilities. The Parties intend for the Property to be developed in a manner that will provide parkland, landscaping, sidewalks, trails, and associated street and security lighting; and to that end, the Parties will use all reasonable efforts to develop a mutually acceptable plan that will provide such facilities.

ARTICLE V
ANNEXATION BY THE DISTRICT

The City hereby consents to the annexation by the District of the 190.33 acres described on Exhibit A-1.

ARTICLE VI
DISSOLUTION OF DISTRICT

The City may dissolve the District at anytime after the District has issued Bonds to finance Reimbursable Costs paid or incurred to Construct the District Improvements

that are required to serve full development of the Property. Upon dissolution of the District, the City shall assume the indebtedness and legal obligations of the District to the extent required by law. If the City does not dissolve the District, the Board shall dissolve the District within sixty (60) days after the maturity date of the last series of Bonds issued by the District.

ARTICLE VII
TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and (unless terminated pursuant to Section 2.01) shall continue until the District is dissolved in accordance with ARTICLE VII.

ARTICLE VIII
BREACH, NOTICE AND REMEDIES

Section 8.01. Notification of Breach. If a Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

Section 8.02. Cure of Breach. The breaching Party shall 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 shall 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. Breach of an obligation to pay money shall be considered susceptible to cure within any period required.

Section 8.03. 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 right under this Agreement, law, or equity, seek an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, injunctive relief, and other remedies described in this Agreement or available at law or in equity; provided, however no Party shall have the right to terminate this Agreement (except as provided in Section 2.01) or seek or recover actual, consequential, or any other type of monetary damages or awards.

ARTICLE IX
ADDITIONAL PROVISIONS

Section 9.01. Notice. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall 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; or (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall 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 10.01.

To Owner: Crescent Leander, TX, LLC

Attn:

With Copy to: _____

_____

_____

_____

To City: City of Leander

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

With copy to: McKamie, Krueger, & Knight LLP

Attn: Paige H. Saenz
Executive Office Terrace
223 W. Anderson Lane, Suite A105
Austin, Texas 78752

To District: Leander TODD Municipal Utility District No. 1 of Williamson County

Attn: President, Board of Directors
c/o Julianne B. Kugle
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056

With copy to: Sanford Kuhl Hagan Kugle Parker Kahn LLP

Attn: Julianne B. Kugle
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056

Section 9.02. No Waiver. Any failure by a Party to insist upon strict performance by another Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall 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 shall 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 shall be deemed or construed to be a waiver of any term or condition or subsequent waiver of the same term or condition.

Section 9.03. 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 shall be a proper forum for the determination of any dispute arising hereunder.

Section 9.04. 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 of Directors has been authorized to do so.

Section 9.05. 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, shall 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 shall 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 9.06. 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 9.07. 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 9.08. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

Section 9.09. Assignment.

(a) Neither the District nor the City may assign this Agreement without the consent of the other and the Owner.

(b) The 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 8 of the Development Agreement.

(c) Upon execution of this Agreement by the District, the Owner shall be deemed to have assigned all its rights and obligations to the District pursuant to Section 5.01.

Section 9.10. 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 9.11. 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 shall 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 shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 9.12. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the City, the District nor the 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 9.13. Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

THE CITY OF LEANDER, TEXAS

By:_____

Name:_____

Title:_____

Date:_____

ATTEST

By:_____

Name:_____

Title:_____

Date:_____

[CRESCENT]

By:_____

Name:_____

Title:_____

Date:_____

[DISTRICT]

By:_____

Name:_____

Title:_____

Date:_____

Exhibit A
Legal Description of the 300.66Acres

DESCRIPTION

DESCRIBING A TRACT OF LAND CONTAINING 300.66 ACRES, BEING A PART OF THE WILLIAM MANSIL A-437 AND THE HENRY GARMES SURVEY A-269, WILLIAMSON COUNTY, TEXAS, SAID 300.66 ACRE TRACT BEING FURTHER DESCRIBED AS BEING ALL OF THE FOLLOWING TWO TRACTS OF LAND:

1) THAT CERTAIN 3.185 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO LEANDER 183A DEVELOPMENT LLC EXECUTED ON SEPTEMBER 29, 2009 AND RECORDED IN DOCUMENT NUMBER 2009071868, OFFICIAL PUBLIC RECORDS OF SAID COUNTY;
2) THAT CERTAIN 297.47 ACRE TRACT OF LAND DESCRIBED IN A SUBSTITUTE TRUSTEE'S DEED DATED DECEMBER 1, 2009 AND RECORDED IN DOCUMENT NUMBER 2009087650, OFFICIAL PUBLIC RECORDS OF SAID COUNTY;

SAID 300.66 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with cap found (grid coordinates, N:10,194,960.701, E:3,075,023.108) at the northwest corner of said 297.47 acre tract, same being the northeast corner of that certain 29.60 acre tract of land described in a deed to Jean Baptiste, Ltd. as recorded in Document Number 2001069763, Official Public Records of said County and in the south line of that certain 3.894 acre tract of land described in a deed to Dolores Ima Later Seaman as recorded in Document Number 2006057416, Official Public Record of said County;

THENCE, with a north line of the said 297.47 acre tract, the following two (2) courses:

1) Same being the south line of the said 3.894 acre tract, N69°21'36"E, 587.31 feet to a calculated point at the southeast corner of the said 3.894 acre tract, same being the southwest corner of that certain 5.27 acre tract described in a deed to West Texas Tumbleweed, LP as recorded in Document No. 2007095737, Official Public Records of said County;
2) Same being the south line of the said 5.27 acre tract, N69°21'51"E, 1474.49 feet to an iron rod found at the western most northeast corner of the said 297.47 acre tract, said iron rod being in the west line of that certain 2.3872 acre tract described in a deed to Miriam Garcia and Brigido Cruces as recorded in Document Number 2011046622, Official Public Records of said County;

THENCE, with an east line of the said 297.47 acre tract, same being the west line of said 2.3872 acre tract, S22°33'24"E, 265.99 feet to a calculated point at an interior corner of said 297.47 acre tract, same being the southwest corner of said 2.3872 acre tract;

THENCE, with a north line of the said 297.47 acre tract, the following ten (10) courses:

1) Same being the south line of said 2.3872 acre tract, N88°01'00"E, 317.05 feet to an iron rod found at the southeast corner of said 2.3872 acre tract, same being the southwest corner of that certain 10.73 acre tract of land described in a deed to Ernest M. Jordan Jr. as recorded in Document Number 2008075550, Official Public Records of said County;
2) N87°20'23"E, 255.92 feet to a nail found in tree;

EXHIBIT

3) N87°25'06"E, 222.59 feet to a nail found in tree;
4) N88°38'50"E, 183.83 feet to a metal fence corner post found at the southeast corner of the said 10.73 acre tract, same being the southwest corner of that certain 10.061 acre tract described in a deed to Teddy Jack Estes as recorded in Volume 2079, Page 729 of the said Official Public Records;
5) N87°41'59"E, 181.09 feet to an iron rod found;
6) N89°52'01"E, 63.68 feet to a nail found in tree;
7) N88°10'32"E, 244.09 feet to a nail found in tree;
8) N85°41'55"E, 93.59 feet to a nail found in tree;
9) S88°05'09"E, 75.43 feet to a nail found in tree;
10) N86°33'20"E, 93.07 feet to a nail found in tree at the eastern most northeast corner of said 297.47 acre tract, same being the southeast corner of the said 10.061 acre tract and in the southwest line of Lot 8, South San Gabriel Ranches, a subdivision recorded in Volume 5, Page 12 of the Plat Records of the said County;

THENCE, with an east line of the said 297.47 acre tract, same being the southwest line of the said Lot 8, S33°14'25"E, 246.90 feet to a nail found at the south corner of the said Lot 8, same being in the west right-of-way line of County Road 270;

THENCE, with an east line of said 297.47 acre tract, same being the west line of County Road 270, the following two (2) courses:
1) S17°20'59"W, 514.19 feet to a nail found;
2) S11°07'11"E, 459.93 feet to an iron rod found at the southeast corner of said 297.47 acre tract, same being a northeast corner of that certain 247.055 acre tract described in a deed to Butler Family Shinoak, Ltd as recorded in Document Number 2012079162, Official Public Records of said County;

THENCE, with a south line of the said 297.47 acre tract, same being a north line of the said 247.055 acre tract, N89°47'15"W, 1366.91 feet to an iron rod found at an interior corner of the said 297.47 acre tract, same being a northwest corner of the said 247.055 acre tract;

THENCE, with the northeast line of the said 297.47 acre tract, same being a southwest line of said 247.055 acre tract as described in the said boundary line agreement recorded in Document Number 2005050819, S21°03'19"E, 2,658.04 feet to an iron rod found at the southeast corner of the said 297.47 acre tract, same being an interior corner of the said 247.055 acre tract;

THENCE, with the common line of said 297.47 acre tract and said 247.055 acre tract, the following seven (7) courses:
1) S49°24'27"W, 431.16 feet to an iron rod found;
2) S26°12'36"W, 353.97 feet to an iron rod found;
3) S69°47'37"W, 345.96 feet to an iron rod found;
4) S51°44'52"W, 400.80 feet to an iron rod found;
5) S84°57'19"W, 279.09 feet to an iron rod found;

6) S71°26'46"W, 416.89 feet to an iron rod found;
7) N85°38'48"W, 88.64 feet to an iron rod found;

THENCE, with the common line of said 297.47 acre tract and said 247.055 acre tract as described in the said boundary line agreement recorded in Document Number 2005050819, S67°24'49"W, 61.70 feet to an iron rod with cap found at a southwest corner of said 297.47 acre tract, same being the southeast corner of that certain 15.40 acre tract of land described in a deed to Jean Baptise, Ltd as recorded in Document Number 2010069763, Official Public Records of said County;

THENCE, with the common line of said 297.47 acre tract and said 15.40 acre tract, the following two (2) courses:
1) N33°00'49"W, 903.85 feet to an iron rod with cap found;
2) S69°05'33"W, 764.94 feet to an iron rod with cap found in the east line of that certain11.104 acre tract of land described in a deed to County of Williamson as recorded in Document Number 2005012314, Official Public Records of said County, same being in the east right-of-way line of U. S. Highway 183-A;

THENCE, with a west line of said 297.47 acre tract, same being the east line of said 11.104 acre tract and U. S. Highway 183-A, along a curve to the right having a radius of 5529.58 feet, an arc length of 278.32 feet, a central angle of 2°53'02", and a chord which bears N30°09'20"W, 278.29 feet to an iron rod found at a northwest corner of said 297.47 acre tract, same being the northeast corner of said 11.104 acre tract and the southwest corner of that certain 4.06 acre tract of land described in a deed to Arising Properties, LLC as recorded in Document Number 2011074271, Official Public Records of said County;

THENCE, with a common line of said 297.47 acre tract and said 4.06 acre tract, the following two (2) courses:
1) N67°50'41"E, 419.72 feet to an iron rod found;
2) N21°22'21"W, 393.09 feet to an iron rod found at the southeast corner of the remaining portion of that certain 17.46 acre tract described in a deed to West Texas Trading Retirement, Ltd. as recorded in Volume 2058, Page 119, Official Public Records of said County;

THENCE, with the common line of said 297.47 acre tract and said 17.46 acre tract, the following two (2) courses:
1) N21°23'02"W, 306.66 feet to an iron rod found;
2) N21°10'03"W, 312.72 feet to an iron rod found at the southeast corner of said 3.185 acre tract described in said deed recorded in Document Number 2009071868;

THENCE, with the south line of said 3.185 acre tract, same being the north line of said 17.46 acre tract, S70°00'32"W, 456.54 feet to an iron rod with cap found at the southwest corner of said 3.185 acre tract, same being the southeast corner of that certain 2.758 acre tract of land described in a deed to Williamson County, Texas as recorded in Document Number 2004090173, Official Public Records of said County, same being in the east right-of-way line of U. S. Highway 183-A;

Exhibit A
Legal Description of the 300.66Acres

THENCE, with the west line of said 3.185 acre tract, same being the east line of said 2.758 acre tract and U. S. Highway 183-A, along a curve to the right having a radius of 5529.58 feet, an arc length of 309.55 feet, a central angle of 03°12'27" and a chord which bears N16°26'16"W, 309.51 feet to an iron rod with cap found at the northwest corner of said 3.185 acre tract, same being the northeast corner of said 2.758 acre tract, the southeast corner of that certain 8.591 acre tract of land described in a deed to County of Williamson as recorded in Document Number 2005012314, Official Public Records of said County and the southwest corner of that certain 29.60 acre tract of land described in a deed to Jean Baptise, Ltd as recorded in Document Number 2010069763, Official Public Records of said County;

THENCE, with the north line of said 3.185 acre tract, same being the south line of said 29.60 acre tract, N69°28'35"E, 432.18 feet to an iron rod found at the northeast corner of said 3.185 acre tract, same being a northwest corner of said 297.47 acre tract;

THENCE, with the common line of said 297.47 acre tract and said 29.60 acre tract, the following five (5) courses:

1) N69°35'16"E, 65.11 feet to an iron rod with cap found;
2) N13°48'31"W, 715.22 feet to an iron rod with cap found;
3) N84°52'36"E, 303.74 feet to an iron rod with cap found;
4) N04°46'08"W, 951.97 feet to an iron rod with cap found;
5) N20°34'25"W, 435.85 feet to the POINT OF BEGINNING and containing 300.66 acre of land.

Surveyed by:
URBAN DESIGN GROUP

3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040

STATE OF TEXAS
REGISTERED
JOHN NOELL
2433
PROFESSIONAL
LAND SURVEYOR

John Noell, R.P.L.S. #2433

5·31·13
Date:

Map attached.

Basis of Bearings: Bearings shown hereon are based on the Texas State Plane Coordinate System, NAD 83 (1986 Adjustment), Texas Central Zone (4203). All bearings, distances and acreages shown hereon relate to this datum and grid coordinate system.

Exhibit A-1
Legal Description of the Butler Winters Tract (190.33 acres)

DESCRIPTION OF 190.327 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE WILLIAM MANCIL SURVEY, ABSTRACT NO. 437, THE HENRY GARMES SURVEY, ABSTRACT NO. 269 AND THE L.B. JOHNSON SURVEY, ASTRACT NO. 350, BEING A PORTION OF A 247.055 ACRE TRACT (TRACT 5) DESCRIBED IN A DEED OF RECORD TO BUTLER FAMILY SHINOAK, LTD. IN DOCUMENT NO. 2012079162 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 190.327 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with cap found at the intersection of the westerly line of County Road 270 (ROW width varies) and the northerly line of San Gabriel Parkway (ROW width varies), for the southeasterly corner of said 247.055 Acre Tract and the herein described tract;

THENCE with the northerly line of San Gabriel Parkway and the southerly line of the 247.055 Acre Tract the following six (6) courses:

1. S48°32'46"W, a distance of 268.33 feet to an iron rod with cap found at the point of curvature of a curve to the right;

2. Along said curve to the right, having a radius of 894.92 feet, an arc length of 321.98 feet and a chord which bears S58°50'55"W, a distance of 320.24 feet an iron rod with cap found at the end of said curve;

3. S69°13'14"W, a distance of 905.04 feet to an iron rod with cap found;

4. S66°38'20"W, a distance of 621.55 feet to an iron rod with cap found at the point of curvature of a curve to the right;

5. Along said curve to the right, having a radius of 999.91 feet, an arc length of 607.61 feet and a chord which bears S84°02'32"W, a distance of 598.30 feet to an iron rod with G&R cap set at the end of said curve;

6. N78°32'48"W, a distance of 583.02 feet to an iron rod with G&R cap set for the southwesterly corner of the herein described tract, from which an iron rod with cap found at the point of curvature of a curve to the left bears N78°32'48"W, a distance of 566.50 feet;

THENCE over and across the 247.055 Acre Tract the following eight (8) courses:

1. Along a curve to the left, having a radius of 25.00 feet, an arc length of 39.13 feet and a chord which bears N56°36'34"E, a distance of 35.26 feet to an iron rod with G&R cap set at the end of said curve;

2. N11°45'55"E, a distance of 71.53 feet to an iron rod with G&R cap set at the point of curvature of a curve to the left;

3. Along said curve to the left, having a radius of 435.00 feet, an arc length of 246.73 feet and a chord which bears N04°29'02"W, a distance of 243.44 feet to an iron rod with G&R cap set at the end of said curve;

4. N20°43'59"W, a distance of 498.57 feet to an iron rod with G&R cap set at the point of curvature of a curve to the left;

5. Along said curve to the left, having a radius of 565.00 feet, an arc length of 335.15 feet and a chord which bears N37°43'37"W, a distance of 330.26 feet to an iron rod with G&R cap set at the end of said curve;

6. N54°43'14"W, a distance of 420.77 feet to an iron rod with G&R cap set at the point of curvature of a curve to the right;

7. Along said curve to the right, having a radius of 505.00 feet, an arc length of 294.43 feet and a chord which bears N38°01'05"W, a distance of 290.28 feet to an iron rod with G&R cap set at the end of said curve;

8. N21°18'55"W, a distance of 31.40 feet to an iron rod with G&R cap set in the southerly line of a 297.47 acre tract described in a deed of record to Leander 183A Development II, LLC in Document No. 2009087650 of said Official Public Records and the northerly line of the 247.055 Acre Tract, for the most westerly northwest corner of the herein described tract, from which an iron rod with cap found in the southerly line of said 297.47 Acre Tract and the northerly line of the 247.055 Acre Tract, bears S69°48'39"W, a distance of 51.26 feet;

THENCE with the southerly line of the 297.47 Acre Tract and the northerly line of the 247.055 Acre Tract and further described in that Boundary Line Agreement recorded in Document No. 2007004724 of said Official Public Records the following five (5) courses:

1. N69°48'39"E, a distance of 294.91 feet to a 1/2" iron rod found ;

2. N26°11'12"E, a distance of 354.05 feet to a 1/2" iron rod found;

3. N49°24'47"E, a distance of 431.07 feet to a 1/2" iron rod found;

4. N21°03'08"W, a distance of 2657.70 feet to a 1/2" iron rod found;

5. S89°48'37"E, a distance of 1367.06 feet to a 1/2" iron rod found in the westerly line of said County Road 270 at the common easterly corner of the 297.47 Acre Tract and the 247.055 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE with the easterly line of the 247.055 Acre Tract and the westerly line of County Road 270 the following six (6) courses:

1. S11°59'43"E, a distance of 410.79 feet to an iron rod with cap found;

2. S70°45'16"E, a distance of 305.54 feet to an iron rod with cap found;

3. S42°30'56"E, a distance of 150.44 feet to an iron rod with cap found;

4. S21°42'53"E, a distance of 310.14 feet to an iron rod with cap found;

5. S22°45'21"E, a distance of 1012.05 feet to an iron rod with cap found;

6. S33°43'21"E, a distance of 457.23 feet to fence post occupying the northeasterly corner of a remnant of a 39.98 acre tract described in a deed of record to Preston Brooks, Jr. in Volume 461, Page 692, Deed Records of Williamson County, Texas;

THENCE leaving the westerly line of County Road 270 and continuing with the easterly line of the 247.055 Acre Tract, being in part common with the northerly line of said Brooks Remnant Tract, in part common with the northerly and southerly lines of a 9.69 acre tract described in Document No. 1995046550, a 10.38 acre tract described in Document No. 1995046549 and a 10.009 acre tract described in Document No. 1998043976, all deeds of record to John Wylie recorded in said Official Public Records, and in part common with the southerly line of a 3.82 acre tract described in a deed of record to James E. Wolsch, Et Ux in Volume 2429, Page 523, Official Records of Williamson County, Texas, the following four (4) courses:

1. S77°04'33"W, a distance of 1537.31 feet to a fence post;

2. S25°20'48"W, a distance of 797.52 feet to a 1/2" iron rod found;

3. S20°32'52"E, a distance of 410.89 feet to a 1/2" iron rod found;

4. N69°14'54"E, a distance of 2318.79 feet to a fence post occupying the southeasterly corner of said 3.82 Acre Tract, in the westerly line of County Road 270;

THENCE continuing with the easterly line of the 247.055 Acre Tract and the westerly line of County Road 270 the following three (3) courses:

1. S47°12'12"E, a distance of 1202.87 feet to a 1/2" iron rod found;

2. S44°43'38"W, a distance of 6.98 feet to an iron rod with cap found;

3. S41°07'20"E, a distance of 284.17 feet to the **POINT OF BEGINNING**, containing an area of 190.327 acres of land, more or less.

Exhibit A-1
Legal Description of the Butler Winters Tract (190.33 acres)

Executive Summary

December 19, 2013

Agenda Subject: Consider action on an ordinance of the City of Leander, Texas identifying projects to be funded from the tax increment fund; establishing subaccounts in the tax increment fund; and providing for related matters.

Background: This ordinance is related to the development and reimbursement agreement with Crescent Leander, TX, LLC regarding public improvement projects to be constructed by the developer and reimbursed by the Leander Development Authority utilizing TIRZ revenue.

The ordinance identifies the categories that the projects to be reimbursed fall within from the adopted TIRZ project plan and modifies the timing of improvements within the original plan to match the timing proposed for the Crescent development.

Origination: City staff

Financial Consideration: The ordinance identifies the total potential obligation of the TIRZ for reimbursements related to the Crescent development.

Recommendation: Staff recommends approval of the ordinance.

Attachments: 1. Ordinance with exhibits

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS IDENTIFYING PROJECTS TO BE FUNDED FROM THE TAX INCREMENT FUND; ESTABLISHING SUBACCOUNTS IN THE TAX INCREMENT FUND; AND PROVIDING FOR RELATED MATTERS

WHEREAS, Reinvestment Zone Number One, City of Leander, Texas (the "Zone") is a tax increment reinvestment zone created pursuant to Chapter 311, Texas Tax Code, as amended (the "Act"), by Ordinance No. 06-029-00 adopted by the City Council of the City (the "City Council" and the "City") on September 7, 2006, as amended by Ordinance No. 06-029-01 adopted by the City Council on June 21, 2007 (the "Zone Creation Ordinance");

WHEREAS, the Zone includes approximately 2,587.725 acres (the "Zone Property") within the jurisdiction of the City and within Williamson County, Texas (the "County");

WHEREAS, the Board of Directors of the Zone (the "Board") prepared and recommended to the City Council a project plan and reinvestment zone financing plan for the Zone Property, which was adopted by the City Council on October 5, 2006;

WHEREAS, in the Amended Tax Increment Financing Agreement dated August 8, 2006 between City and Williamson County (the "County") (the "Financing Agreement"), the City and the County agree that each will deposit fifty percent (50%) of the tax increment (as that term is defined in Section 6 of the Zone Creation Ordinance and the Act) collected and received by the City and the County, respectively on the captured appraised value (as that term is defined in the Act) of the real property located in the Zone, and such level of participation is shown on the document entitled "Leander TOD – Tax Increment Financing" attached hereto as **Exhibit C** (the "Tax Increment Receipts");

WHEREAS, the creation of the Zone was done in connection with a comprehensive planning effort in which the City, landowners, Capital Metro, and the County participated, in whole or in part, in the development and creation of the Zone, the development and creation of the Transit Oriented Development District, and related codes and master plans, and the planning for construction and funding of adequate water, wastewater, drainage, and transportation facilities (which was inadequate to serve the area) to protect and serve the public health and safety of persons within the area and downstream of the Zone, to enable proper planning of the area as a transit oriented development district, and to enhance the taxable value of real property; and

WHEREAS, the Zone, the Authority, and the City considered the approvalof that certain Crescent Leander Development and Reimbursement Agreement dated December 19, 2013 (the "Development Agreement"), in which the developer will be reimbursed for the design, construction, and installationof certain water, wastewater, drainage, road, and other public improvement projects that are eligible for reimbursement from the Zone and that are described in Section 3 as the Public Improvement Projects;

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

Section 1.Findings. The findings and recitations set out in this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2.Project Plan and Reinvestment Zone Financing Plan. At the time of adoption of the Zone Plan: (1) the Zone Property contained substantial areas that were predominately open, and undeveloped, as shown on the map attached hereto as **Exhibit A**; (2) the Zone Property was proposed to be developed as a mixed-use Transit Oriented District Development Planned Unit Development (the "TODD"), as shown in **Exhibit B**; (3) the City proposed to adopt and did adopt the Smart Code and Transect Map regulating property located within the TODD in the Zone, and will consider applications to rezone property upon request of property owners within the Zone from time to time; (4) the estimated non-project costs were those costs not included in the Zone Plan and not included within the definition of project costs under the Act that were incurred by the City related to the creation and implementation of the Zone and the Zone Plan;(5) no persons were anticipated to be relocated as a result of implementing the Zone Plan; (6) the documents attached hereto as **Exhibit C** were presented to and approved by the City Council; (7) that certain economic feasibility study entitled Leander Transit Oriented Development Market Analysis dated January 10, 2015, which is incorporated herein by reference,showed the Zone Plan to be economically feasible; (8) the project costs were proposed to be funded and financed by the following methods individually or in combination, as approved from time to time: (i) the issuance of bonds or certificates of obligations; (ii) use of the Tax Increment Receipts; and/or (iii) other economic incentives approved by the City from time to time; (9)the taxable appraised value of taxable real property in the Zone was $27,137,114;and (10) the duration of the Zone was set forth in the Zone Creation Ordinance. This Section 2(a) and the exhibits referenced in Section 2(a) shall be referred to as the Zone Plan. The adoption of the Zone Plan is hereby confirmed, ratified, and approved.

Section 3.Public Improvement Projects.(a) The public improvement projects shown in **Exhibit D** are reasonable and necessary to provide adequate water, wastewater, drainage, transportation, and other public infrastructure for persons and property located within the Zone (the "Public Improvement Projects"). The Public Improvement Projects are authorized by the Act, are consistent with, the Project Plan and the Financing Agreement, and correspond to the categories of projects set forth in the Zone Plan, in the document entitled "Leander TIF Plan Outline", as follows:

Public Improvement Project	Zone Plan Project Category
(1) TODD Lift Station No. 1	Wastewater Lift Stations
(2) TODD Lift Station No	Wastewater Lift Stations
(3) Offsite Wastewater Lines	Wastewater Laterals/Main Collectors
(4) Butler Winters Wastewater Interceptor	Wastewater Interceptors
(5) Offsite Water Lines	Water Transmission
(6) North Wastewater Interceptor	Wastewater Interceptors
(7) South Wastewater Interceptor	Wastewater Interceptors

(8) Stormwater Control Pond A1	Drainage—Detention Regional Facilities/Ponds
(9) Stormwater Control Pond B1	Drainage—Detention Regional Facilities/Ponds
(10) Stormwater Control Pond L1	Drainage—Detention Regional Facilities/Ponds
(11) Initial Entryway	Transportation – Required Roadways
(12) Project Entry Road	Transportation – Necessary Connections
(13) 183A/183 Intersection Payment	Transportation – US 183 Improvements/183A Enhancements/Connections
(14) TODD Enhancements	Design Enhancements

No bonded indebtedness secured by tax increment revenue from the Zone is envisionedat this time to finance the design and construction of the Public Improvement Projects.

(b) As of the Effective Date of this Ordinance, (1) the Zone Property contains substantial areas that are predominately open, and undeveloped, as shown on the map attached hereto as **Exhibit F**; (2) the Zone Property is proposed to be developed as a mixed-use Transit Oriented District Development Planned Unit Development, as shown in **Exhibit B**; (3) the City will consider applications to rezone property upon request of property owners within the Zone from time to time; (4) the estimated non-project costs are those costs not included in the Zone Plan and not included within the definition of project costs under the Act for which fund are appropriated in the budget and incurred by the City related to the implementation and administration of the Zone and the Zone Plan; (5) no persons are anticipated to be relocated as a result of implementing the Zone Plan; (6) the Zone is economically feasible, based upon the Leander Transit Oriented Development Market Analysis dated January 10, 2015; (7) the estimated project costs, including those project costs described on **Exhibit E**,are proposed to be financed by the following methods individually or in combination, as approved from time to time: (i) the issuance of bonds or certificates of obligations; (ii) the Tax Increment Receipts; and/or (iii) other economic incentives approved by the City from time to time; (8)the taxable appraised value of taxable real property in the Zone is $63,268,066; and (9) the duration of the Zone is set forth in the Zone Creation Ordinance.

(c) The Zone Plan, as supplemented by Section 5 and the inclusion of **Exhibit D**and**Exhibit E**, is hereby confirmed, ratified, and approved. To the extent of a conflict between the documents described in Section 2 above and Section 5, **Exhibit D** and **Exhibit E**, the updated information in Section 5, **Exhibit D** and **Exhibit E** control.

Section 4. **Sub Accounts Created.** The Crescent Properties Payment Account (the "Payment Account") is hereby created and established as a sub-account of the Tax Increment Fund. The Payment Account shall be made up of the following sub accounts (collectively referred to as the "Sub-Accounts"): the Tax Increment Sub-Account, the Water Rebate Sub-Account, the Wastewater Rebate Sub-Account, and the Drainage Sub-Account. The Payment Account and Sub-Accounts shall be maintained for the period of time required under the Development Agreement, and a portion of the Tax Receipts shall be deposited into the Payment Account and the Sub-Accounts as provided in the Development Agreement.

Section 5. **Monetary Obligations**. It is estimated that the estimated project costs will be expended as follows:

2014:	$4,594,485.00
2015:	$3,873,834.00
2016:	$1,638,714.00
2017:	$1,245,714.00
2018:	$504,714.00
2019:	$897,715.00
2020:	$1,133,069.00
TOTAL	$13,888,245.00 x the Reimbursement Formulas*

(*The Reimbursement Formulasare set forth in the Development Agreement.)

Section 6.Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section7.Effective Date. 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.*

Section8.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.*

PASSED AND APPROVED on this the 19th day of December2013.

ATTEST: **THE CITY OF LEANDER, TEXAS**

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit A

Uses and Conditions of Zone Property 2006

(exhibit follows this page)

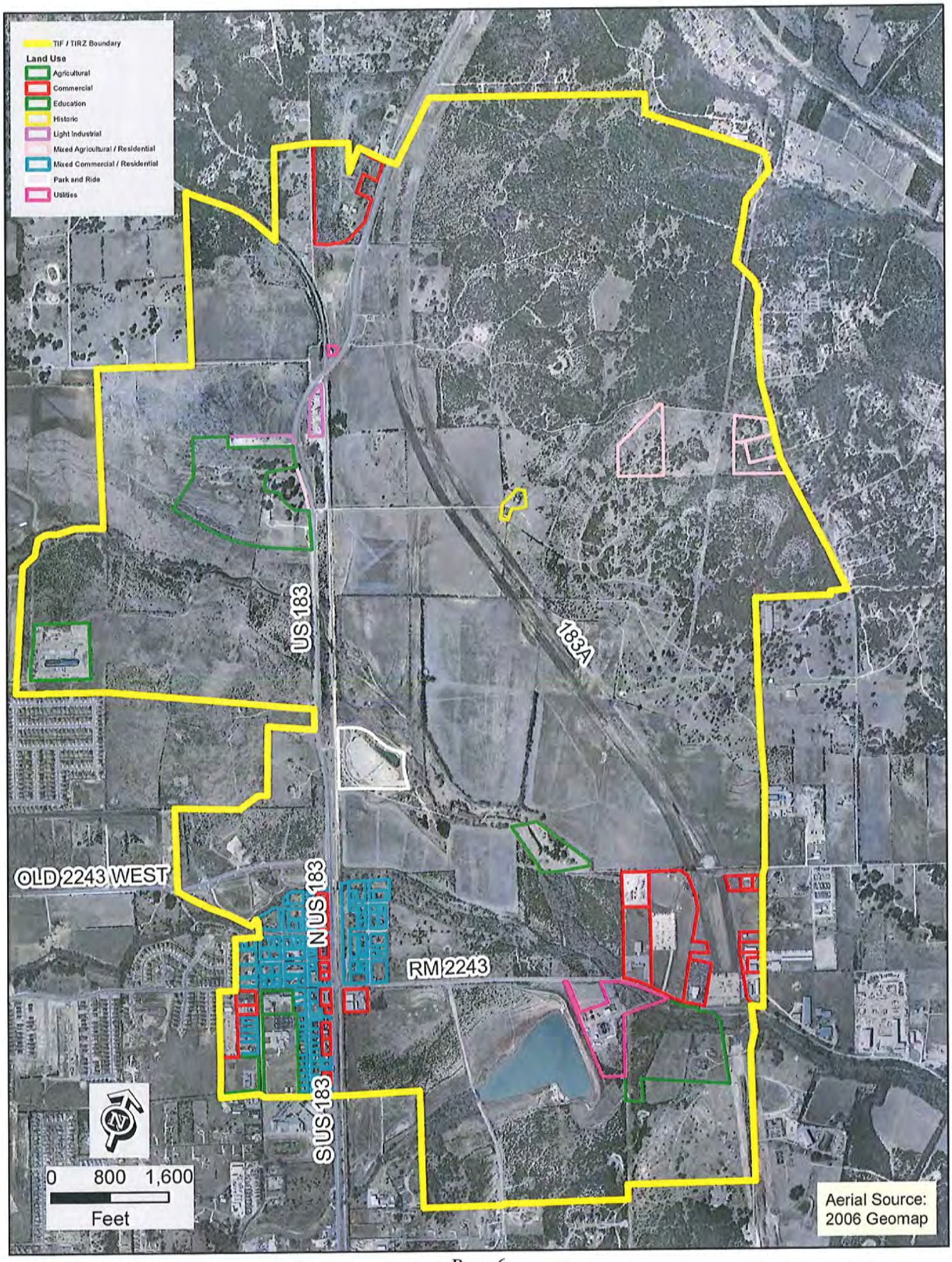
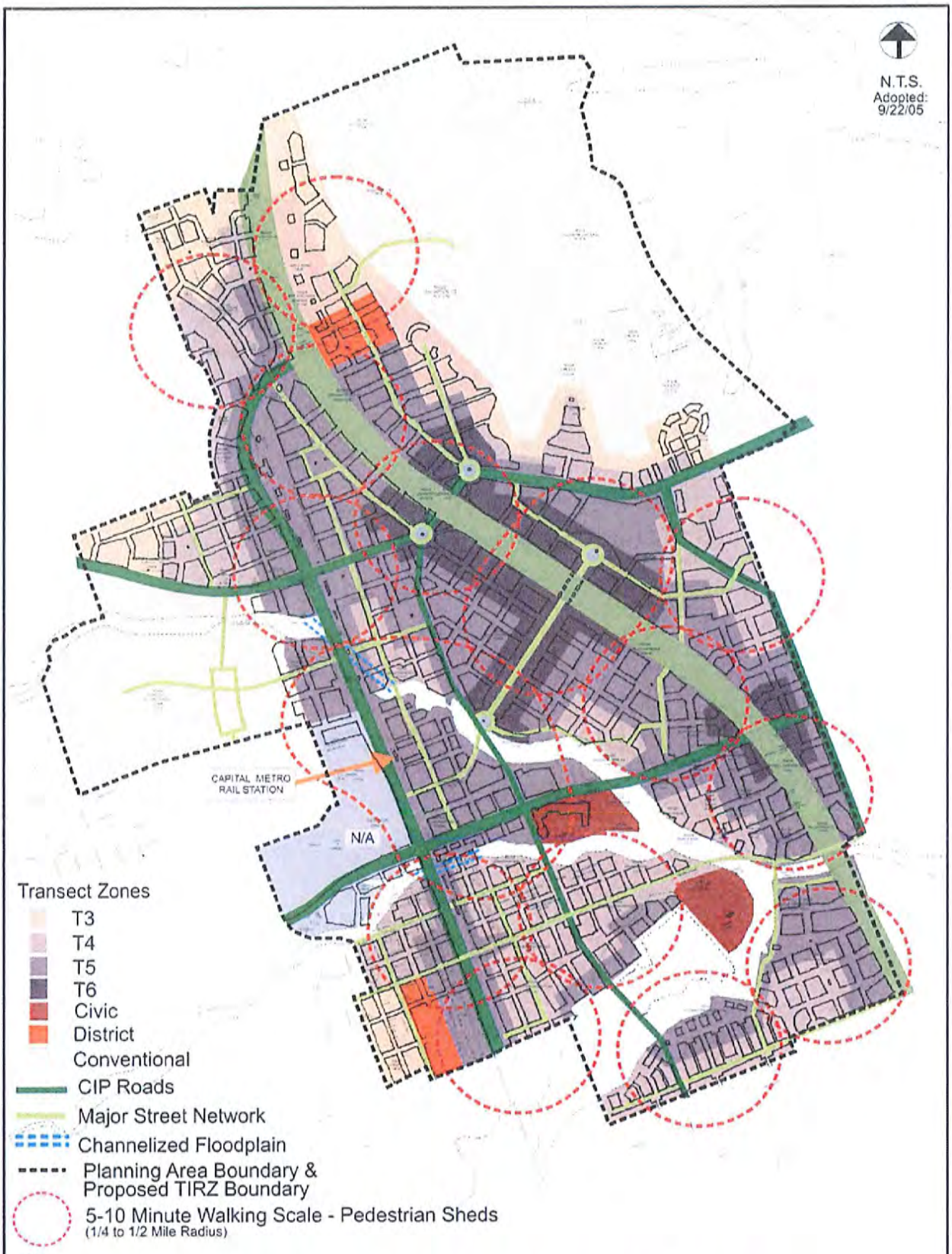

TIF / TIRZ Boundary
Land Use
Agricultural
Commercial
Education
Historic
Light Industrial
Mixed Agricultural / Residential
Mixed Commercial / Residential
Park and Ride
Utilities
US 183
183A
OLD 2243 WEST
N US 183
RM 2243
S US 183
0 800 1,600
Feet
Aerial Source:
2006 Geomap

Exhibit B

Proposed Uses of Zone Property (TOD Map)

(exhibit follows this page)



NOTES:

1. Parks and Civic spaces shall be regulated by a performance standard in the TOD ordinance.
2. The CIP Roads and Major Street Network are required in addition to the Connectivity Standards in the TOD ordinance. The Code will set the standards for blocks. the block layout only illustrates the intent.
3. The esplanade (Grand Blvd.) will remain as shown if the CTRMA agrees to lower the main lanes and construct the crossing. If this is not the case or funding is unavailable, then it will become a boulevard with major median and landscaping and will be mirrored on the other side of 183a.
4. CONVENTIONAL designation of parcels as shown shall comply with current Leander Residential Zoning (including current PUD provisions) and General Development and Subdivision Ordinances. Application of those regulations in CONVENTIONAL shall provide for safe and appropriate transportation connections to the required roadways as adopted on the Transect Plan. It may participate in master water, wastewater, transportation, drainage and water quality development and receive funding incentives that may be adopted over time for the overall planning area as shown on the Transect Plan. A separate set of Architectural Standards shall apply to the CONVENTIONAL designation as a separate Article 8 to the Uniform Development Code and those separate Standards shall only apply to the CONVENTIONAL designated parcels.
5. For the purpose of planning initial development along San Gabriel Parkway (CR 274), it is understood that this County roadway is initially planned to be a 2 lanes of a county-planned 4-lane divided roadway with 120 of ROW. This 4-lane roadway will be required for development. At such point in time as a funding district is in place and necessary financing to convert the roadway section into compliance with the section designated in Table 10C, SV-152-120, of the Leander SmartCode is available, it shall be funded through the funding district as adopted and set forth in the funding district plan. The 120 of ROW will define the back of curbs for the outer curbs of the outer parallel roadways in the above section.

Gateway
Planning Group

LEANDER TOD

Transect Map & Pedestrian Sheds

Exhibit C

Zone Project Plan and Financing Plan Exhibits

(exhibits follow this page)

Leander TIF Plan Outline

	25 year plan 2006-2008	2008-2010	2010-2015	2015-2020	2020-2025	2025-2031	Comments		
Administration	150000	150000	150000	150000	150000	200000			$950,000
Engineering-Design-Consulting	250000	200000	150000	150000	100000	250000			$1,100,000
Water									
Transmission	$225,000	$1,200,000	$2,000,000	$3,000,000	$2,000,000				$8,425,000
Storage contribution		$500,000	$500,000	$500,000	$500,000				$2,000,000
Necessary Connections	$40,000	$100,000	$200,000	$1,500,000	$1,500,000	$500,000			$3,840,000
Offsite Contribution		$2,000,000	$1,000,000	$600,000			Upgrade Transmission from LCRA connection		$3,600,000
								Sub-Tot	$17,865,000
Wastewater									
Brushy Creek Basin									
Interceptor	$240,000	$850,000			$1,000,000		Incl. parallel interceptor in n. branch Brushy		$2,090,000
Laterals/Main Collectors	$150,000	$300,000	$200,000	$250,000	$150,000	$250,000			$1,300,000
Lift Station	$450,000		$150,000	$150,000	$250,000		Incl. major upgrade to LS		$1,000,000
Force Main	$140,000		$100,000		$150,000		Incl. major upgrade to FM		$390,000
San Gabriel Basin									
Interceptor		$100,000			$650,000		Incl. connection to River Interceptor		$750,000
Laterals		$250,000	$150,000	$150,000	$150,000				$700,000
Lift Station		$650,000		$150,000	$150,000				$950,000
Force Main		$200,000							$200,000
Offsite Contribution		$250,000	$500,000				Brushy Crk Regional connection		$750,000
								Sub-Tot	$8,130,000
Transportation									
FM 2243	$250,000	$500,000	$1,200,000		$200,000				$2,150,000
San Gabriel Parkway		$1,200,000	$1,000,000		$500,000				$2,700,000
CR 273	$200,000	$200,000	$300,000						$700,000
CR 269		$800,000	$600,000	$200,000					$1,400,000
US 183 Improvements			$2,800,000		$250,000				$3,050,000
Required Roadways	$200,000	$250,000	$800,000		$1,200,000				$2,250,000
Necessary Connections	$150,000	$250,000	$200,000				Incl. signalized intersections		$600,000
183A enhancements - connections	$250,000	$1,500,000	$250,000						$2,000,000
								Sub-Tot	$12,850,000
Rail									
Rail Improvements		$1,000,000	$1,000,000		$1,000,000				$3,000,000
								Sub-Tot	$3,000,000
Drainage – Detention									
Regional Facilities		$1,200,000	$1,500,000	$500,000			PID will have to cover maintenance		$3,200,000
Ponds	$150,000	$500,000							$650,000
Main Collectors		$150,000	$300,000						$450,000
Phased Detention	$120,000	$150,000	$150,000	-$150,000					$270,000
Offsite Facilities	$100,000	$450,000	$500,000	$1,500,000					$2,550,000
Property/Easements		$200,000	$500,000				PID will have to compensate for land-loss		$700,000
Water Quality (some overlap with Detention)									
Treatment Facilities (BMP's)	$80,000	$500,000	$500,000	$500,000			PID will have to cover maintenance		$1,580,000
Phased Treatment	$200,000	$250,000	-$100,000						$350,000
Property/Easements		$150,000	$300,000				PID will have to compensate for land-loss		$450,000
Offsite Facilities	$50,000	$150,000	$300,000						$500,000
								Sub-Tot	$10,200,000
Design Enhancements									
Street Lighting	$50,000	$200,000	$500,000			$150,000			$900,000
Plaza/Features	$50,000	$250,000	$500,000			$150,000			$950,000
Greenspace Treatments	$50,000	$250,000	$500,000			$150,000			$950,000
Other (unique improvements that benefit the TOD)	$50,000	$250,000	$150,000						$450,000
								Sub-Tot	$3,250,000
	$3,595,000	$16,900,000	$18,650,000	$9,150,000	$9,900,000	$1,650,000			$59,845,000

Leander TOD - Tax Increment Financing

Preliminary Plan of Finance - For Discussion Purposes Only

Assumptions:

Proforma City Tax Rate	$ 0.5483
Proforma County Tax Rate	$ 0.4662
Tax Collection %	95%
City TIF Participation	50%
County TIF Participation	50%
Estimated Tax Exempt Interest Rate	6.00%
Par Amount of Bonds Issued	$ 62,995,000
Estimated Net Proceeds (95% of Par)	$ 59,845,250

Fiscal Year Ended 30-Sep	Forecast Taxable TIF Assessed Valuation (1)	Forecast City TIF Collections	Forecast County TIF Collections	Gross TIF Receipts	Beginning TIF Cash Balance	Estimated Capitalized Interest	Cumulative Series 2008-2025 Grand Total Debt Service	Estimated TIF Admin. Expenses	Ending TIF Cash Balance	Ending Cash % of Next Year's D/S	Current D/S Coverage
2006	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	N/A	N/A
2007	-	-	-	-	-	-	-	-	-	N/A	N/A
2008	46,842,518	121,998	103,730	225,728	225,728	230,100	-	45,000	410,828	1.79	N/A
2009	92,594,958	241,157	205,047	446,204	857,032	-	230,100	50,000	576,932	1.46	1.94
2010	154,929,380	403,502	343,083	746,585	1,323,517	438,900	394,862	65,000	1,302,555	1.56	1.89
2011	276,765,829	720,816	612,884	1,333,700	2,636,255	-	833,762	75,000	1,727,493	1.67	1.60
2012	361,399,471	941,238	800,301	1,741,539	3,469,031	631,800	1,032,617	100,000	2,968,214	1.78	1.69
2013	489,444,504	1,274,722	1,083,850	2,358,572	5,326,786	-	1,664,417	100,000	3,562,369	1.78	1.42
2014	585,583,168	1,525,107	1,296,745	2,821,852	6,384,221	1,177,800	2,005,132	100,000	5,456,889	1.71	1.41
2015	743,858,740	1,937,324	1,647,238	3,584,562	9,041,452	-	3,182,932	100,000	5,758,520	1.55	1.13
2016	859,034,747	2,237,292	1,902,289	4,139,581	9,898,101	-	3,716,564	100,000	6,081,537	1.46	1.11
2017	979,558,824	2,551,187	2,169,184	4,720,372	10,801,908	-	4,174,283	100,000	6,527,625	1.56	1.13
2018	1,105,619,147	2,879,502	2,448,338	5,327,840	11,855,465	-	4,174,283	100,000	7,581,182	1.67	1.28
2019	1,241,492,543	3,233,374	2,749,223	5,982,597	13,563,779	-	4,553,100	100,000	8,910,679	1.96	1.31
2020	1,409,446,994	3,670,799	3,121,150	6,791,949	15,702,628	-	4,553,100	100,000	11,049,528	2.21	1.49
2021	1,584,930,091	4,127,832	3,509,748	7,637,580	18,687,108	-	5,009,947	100,000	13,577,160	2.71	1.52
2022	1,768,206,370	4,605,161	3,915,605	8,520,765	22,097,926	-	5,009,947	100,000	16,987,978	3.11	1.70
2023	1,768,206,370	4,605,161	3,915,605	8,520,765	25,508,744	-	5,457,640	100,000	19,951,104	3.66	1.56
2024	1,768,206,370	4,605,161	3,915,605	8,520,765	28,471,869	-	5,457,640	100,000	22,914,229	4.53	1.56
2025	1,768,206,370	4,605,161	3,915,605	8,520,765	31,434,995	-	5,062,778	100,000	26,272,217	5.03	1.68
2026	1,768,206,370	4,605,161	3,915,605	8,520,765	34,792,982	-	5,226,466	100,000	29,466,517	5.64	1.63
2027	1,768,206,370	4,605,161	3,915,605	8,520,765	37,987,282	-	5,226,466	100,000	32,660,816	6.25	1.63
2028	1,768,206,370	4,605,161	3,915,605	8,520,765	41,181,582	-	5,226,466	100,000	35,855,116	6.86	1.63
2029	1,768,206,370	4,605,161	3,915,605	8,520,765	44,375,882	-	5,226,466	100,000	39,049,416	7.47	1.63
2030	1,768,206,370	4,605,161	3,915,605	8,520,765	47,570,181	-	5,226,466	100,000	42,243,716	1.63	1.63
2031	1,768,206,370	4,605,161	3,915,605	8,520,765	50,764,481	-	25,873,082	100,000	24,791,399	N/A	N/A
2032	-	-	-	-	-	-	-	-	-	N/A	N/A
				$ 133,066,316		$ 2,478,600	$ 108,518,518	$ 2,235,000			

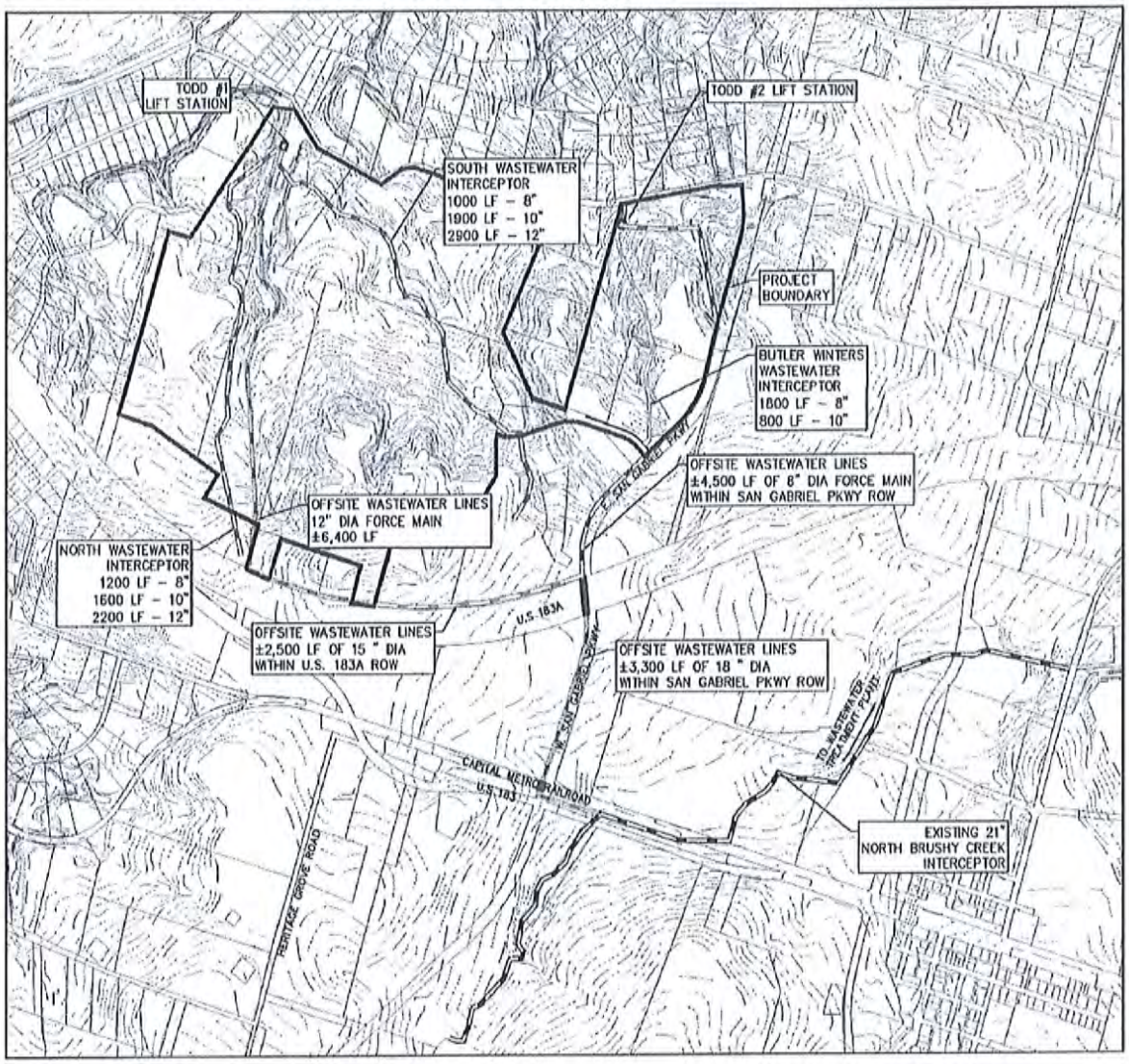
Source: Capitol Market Research Market Study dated 1/10/05 for years 2008-2022, incorporating a 2-year delay.

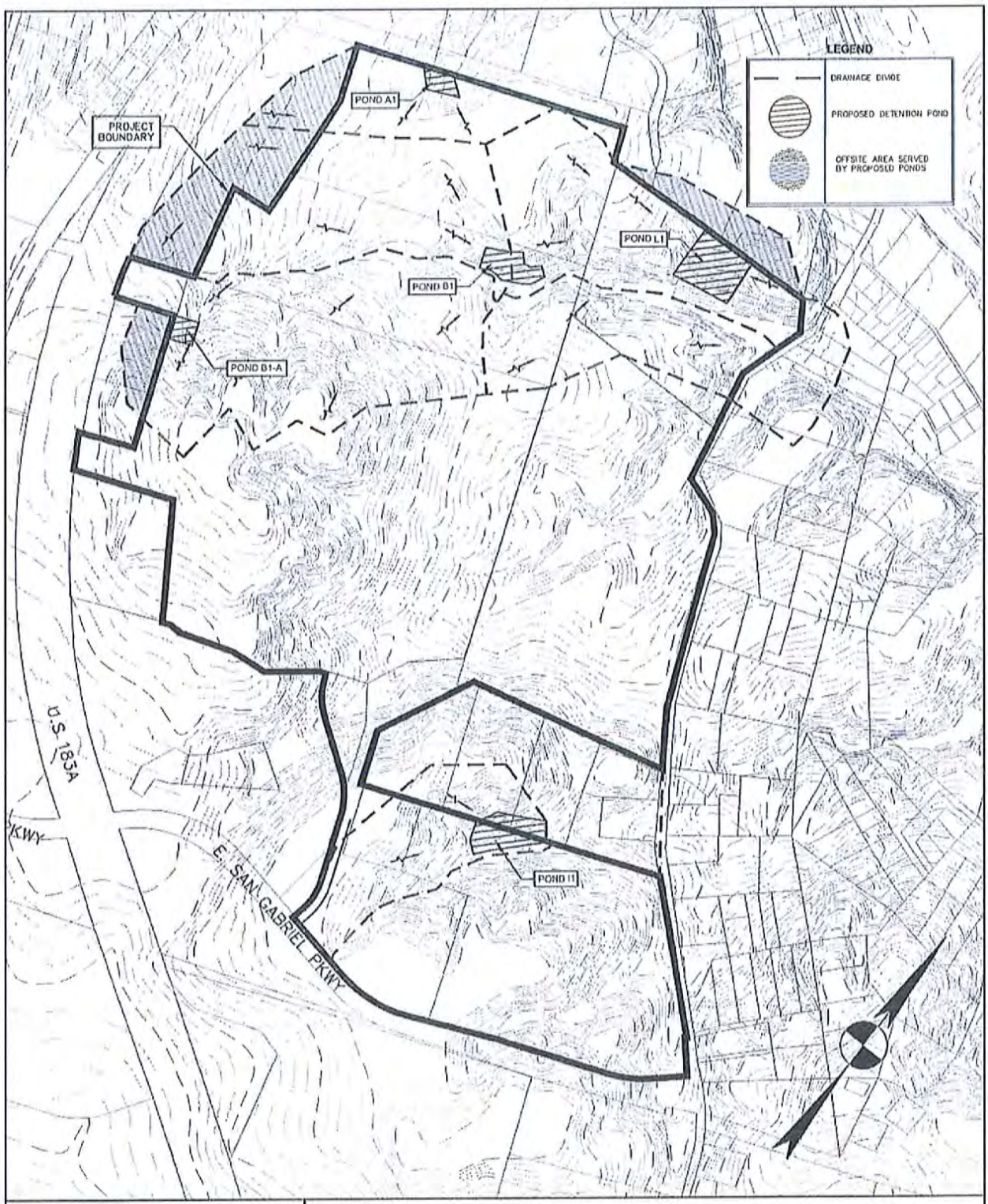
Exhibit D
Public Improvement Projects

Exhibit D

Description of Public Projects to be financed under Development Agreement

UTILITY PROJECTS – WASTEWATER

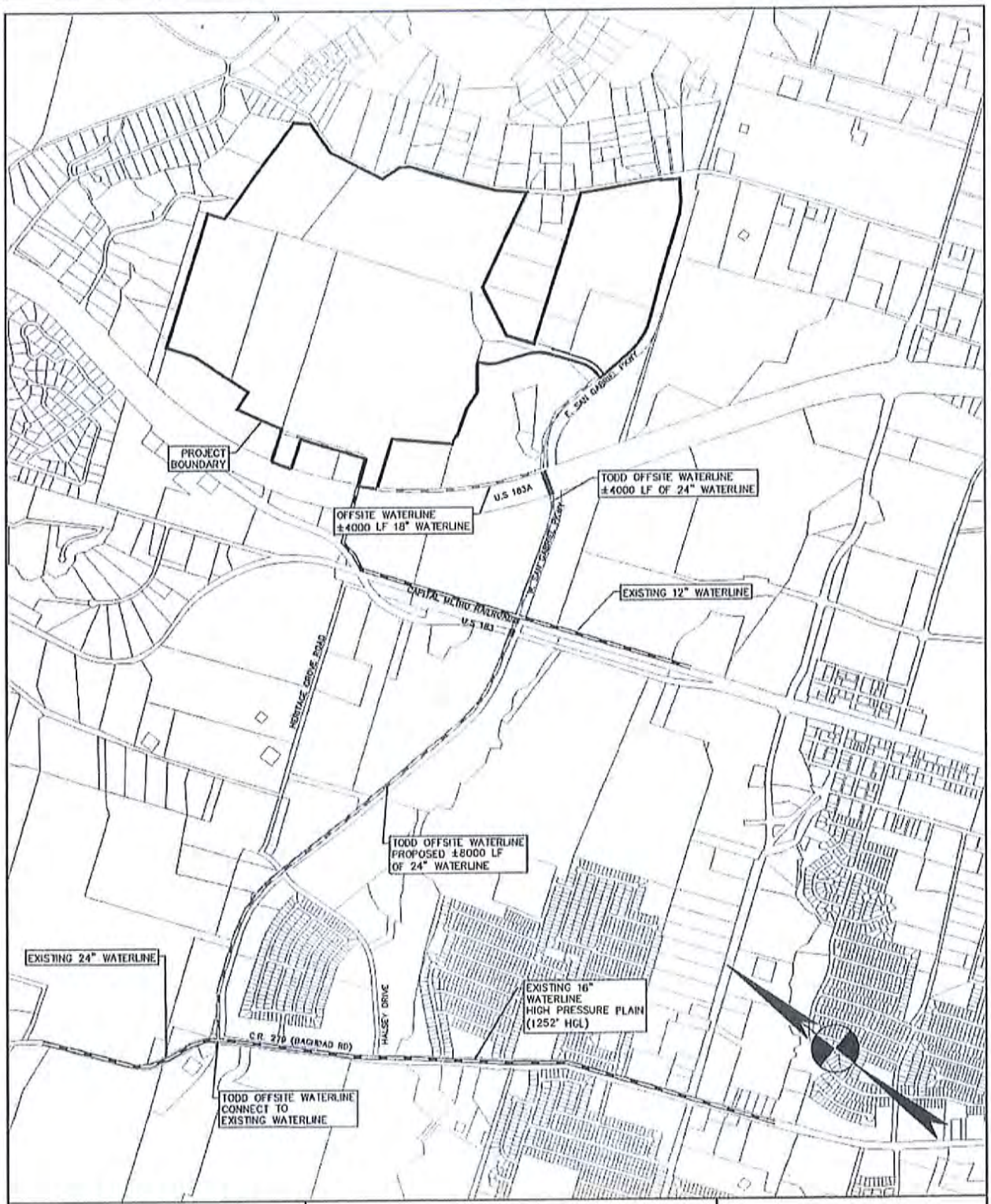




BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel (512) 328-0011 Fax (512) 328-0325
TBPE Registration Number F-1048
Copyright © 2013

REGIONAL DRAINAGE & DETENTION FACILITIES

DATE: 11/25/2013	SCALE: 1"=1000'	DRAWN BY: HMM	FILE:G:\100956\10007\EXH\REGIONAL	PROJECT No. 100956-10007



BURY

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel (512) 328-0011 Fax (512) 328-0325
TBPE Registration Number F-1040
Copyright © 2013

CRESCENT
LEANDER 183A PROJECT

CRESCENT RESOURCES

TODD/TIF PROJECTS
WATER LINES
EXHIBIT D-1

DATE: 10/21/2013	SCALE: 1"=2000'	DRAWN BY: HMM	FILE:G:\100956\10007\EXH\TODD TIF PROJECTS	PROJECT No. 100956-10007

Exhibit D

Description of Public Projects to be financed under Development Agreement

ROAD IMPROVEMENTS

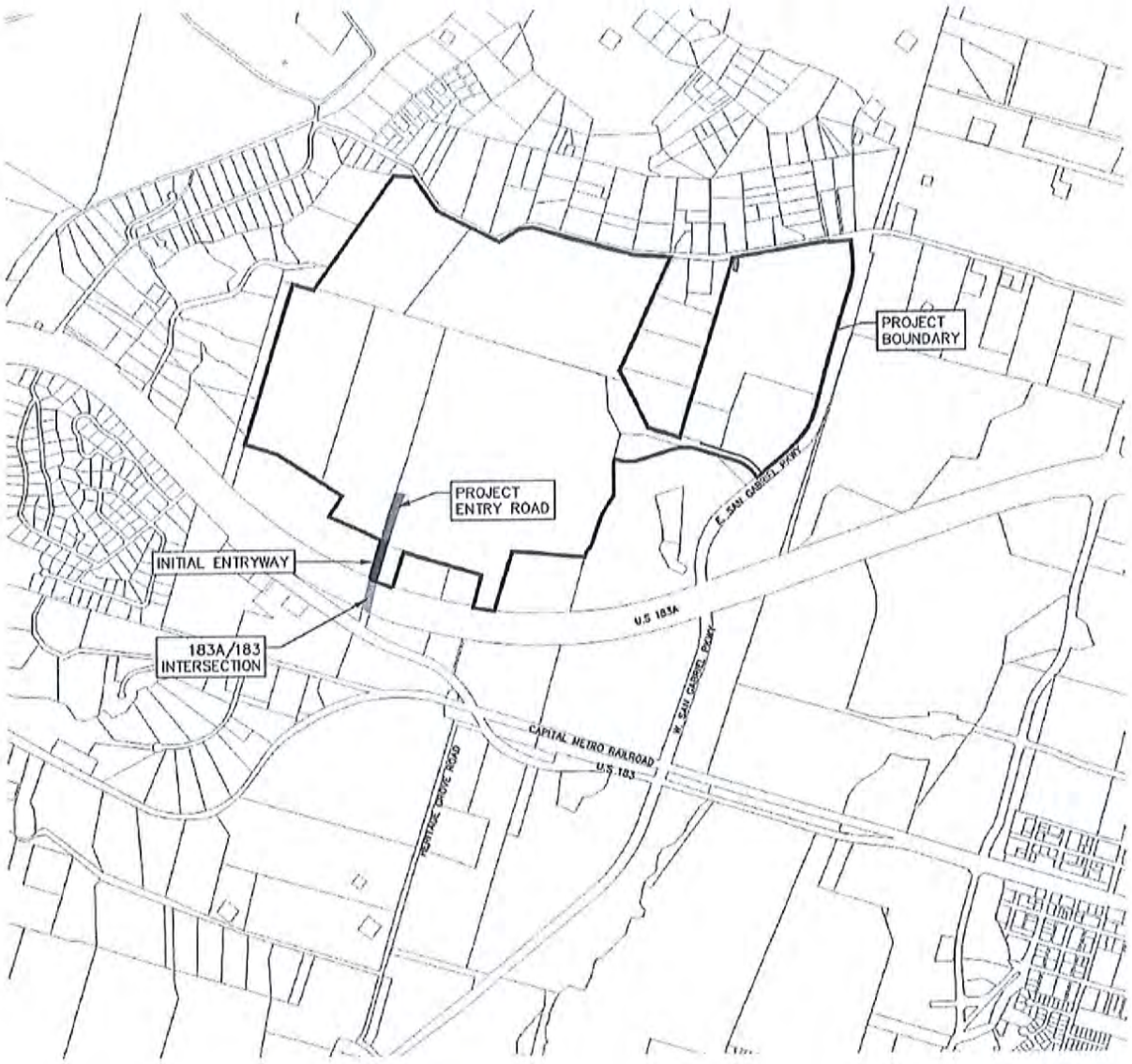


Exhibit E
PUBLIC PROJECTS TO FINANCED; ESTIMATED PROJECT COSTS TO BE REIMBURSED

Public Projects to be Financed
(Categories and Sub-Categories)

UTILITY PROJECTS	Estimated Project Costs to be Reimbursed	Reimbursement Formula
TODD Lift Station No. 1	$480,000.00	100%
TODD Lift Station No. 2	$612,00.00	100%
Offsite Wastewater Lines	$1,870,300.00	100%
North Wastewater Interceptor	$378,120.00	PRO RATA
South Wastewater Interceptor	$489,200.00	PRO RATA
Offsite Water Lines	$2,730,000.00	100%
Butler Winters Wastewater Interceptor	$219,000.00	PRO RATA
ESTIMATED TOTAL	**$6,778,620.00**	

DRAINAGE FACILITIES	Estimated Project Costs to be Reimbursed	Reimbursement Formula
Detention Pond A1	$362,250.00	PRO RATA
Detention Pond B1	$598,000.00	PRO RATA
Detention Pond L1	$1,164,375.00	PRO RATA
ESTIMATED TOTAL	**$2,124,625.00**	

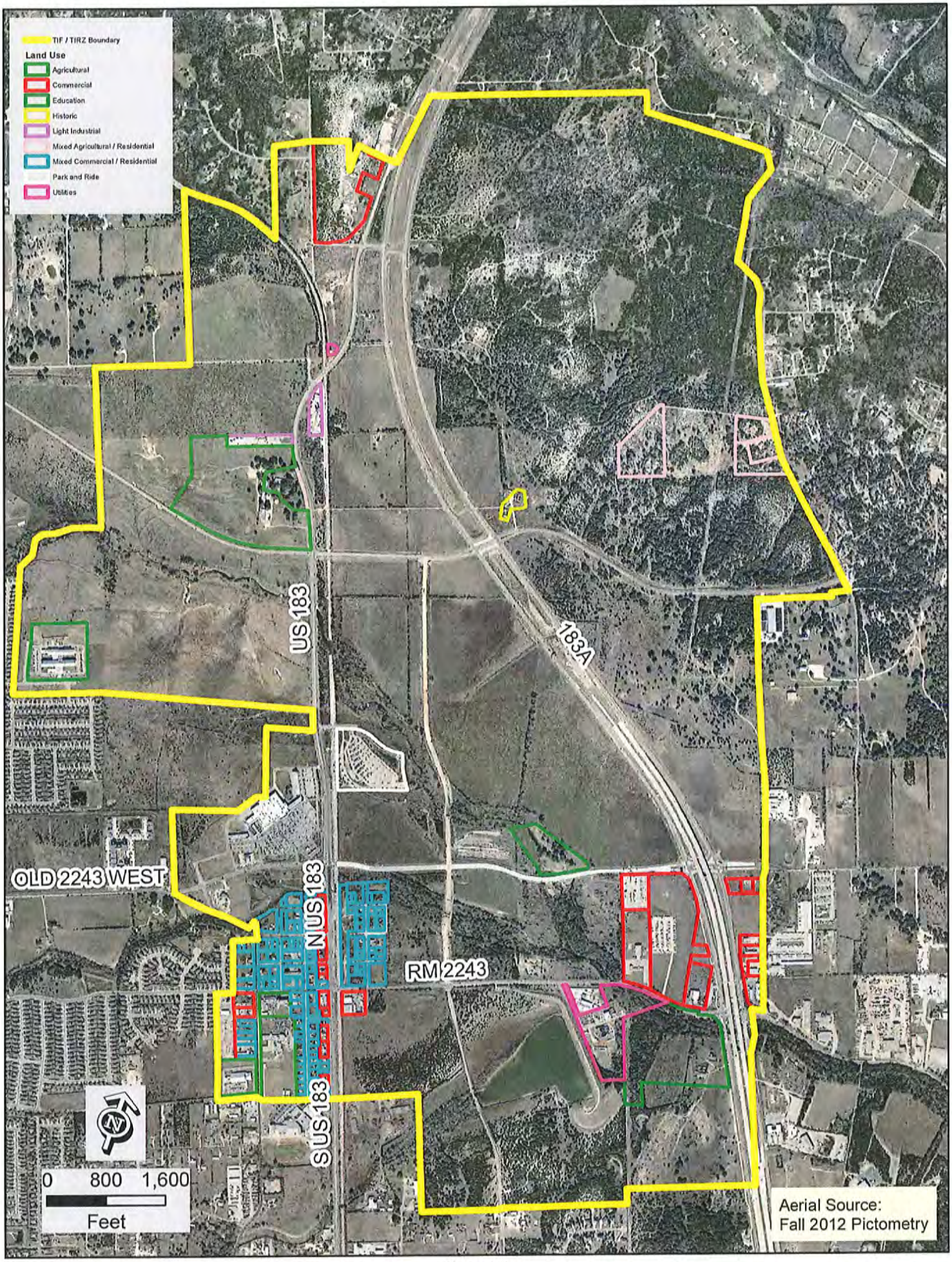
ROAD IMPROVEMENTS	Estimated Project Costs to be Reimbursed	Reimbursement Formula
183A/183 Intersection	$1,500,000 ($250,000 spent)	100% (NTE $1,500,000)
Initial Entryway	$715,000.00	100%
Project Entry Road	$770,000.00	100%
ESTIMATED TOTAL	**$2,985,000.00**	

ENHANCEMENT PROJECTS	Estimated Project Costs to be Reimbursed	Reimbursement Formula
Development that exceeds SmartCode	**$2,000,000.00**	50% of the costs approved by the City
ESTIMATED TOTAL	**$2,000,000.00**	

TOTAL ESTIMATED PROJECT COSTS TO BE REIMBURSED **$13,888,245.00 X (REIMBURSEMENT FORMULAS)**

The ESTIMATED TOTAL for each category of public projects, after the Reimbursement Formula is applied, may not be exceeded without amending the Zone Plan; however, the costs for any Sub-Category of projects may be increased without amending the Zone Plan (and without the consent of the City or the Board) so long as the ESTIMATED TOTAL for each category is not exceeded. If the actual costs to design, construct, and install any category of public projects exceed the ESTIMATED TOTAL, with the Reimbursement Formula applied, the excess is not reimbursable without an amendment to the Zone Plan.The Reimbursement Formula is set forth in the Development Agreement.

Exhibit F
Uses and Conditions of Property 2013


TIF / TIRZ Boundary
Land Use
Agricultural
Commercial
Education
Historic
Light Industrial
Mixed Agricultural / Residential
Mixed Commercial / Residential
Park and Ride
Utilities
US 183
183A
OLD 2243 WEST
N US 183
RM 2243
S US 183
0 800 1,600
Feet
Aerial Source:
Fall 2012 Pictometry

AGENDA ITEM # 15

Executive Summary

December 19, 2013

Subject: Consider a Policy for Naming City Parks & Recreation Facilities

Background: Periodically, there is a need to name or rename City parks and recreation facilities. At present there is no approved policy and a draft policy is proposed for Council consideration.

The attached draft was endorsed by the Parks & Recreation Advisory December 2, 2013 along with a recommendation to pass it on for City Council consideration. The policy includes procedures and naming criteria, and final decisions are proposed to be made by the Council after receipt of a recommendation from the Advisory Board.

Financial Consideration: None.

Recommendation: Staff respectfully recommends approval of the attached Policy for Naming City Parks & Recreation Facilities

Attachments: Draft Policy

Prepared by: Stephen Bosak, Parks & Recreation Director

POLICY FOR NAMING CITY PARKS & RECREATION FACILITIES

Endorsed by the Parks & Recreation Advisory Board December 2, 2013

PURPOSE

- To establish uniform procedures for naming City parks and recreation facilities.
- To provide consistent guidelines for citizens, citizen groups and City staff.
- To establish the City Parks & Recreation Advisory Board as the representative body responsible for recommending names for parks and facilities to the City Council.

PROCEDURES FOR NAMING PARKS OR RECREATION FACILITIES

1. Written nominations to name a park or facility shall be submitted to the Parks & Recreation Director. The Director shall forward nominations to the Board for consideration and the Board shall make recommendations to the Council.
2. Written nominations shall include the following information:
   a) State reasons for the proposed name
   b) Evidence of community support
   c) Petitions, if submitted, must clearly state the intent of the nomination and include printed names, signatures, addresses, zip codes and telephone numbers of each signer as proof of Leander residency.
   d) If a proposal to rename an existing park or facility is received, the Director shall poll by letter, the neighborhood homeowners' association of the neighborhood nearest the park or facility to determine their position. Results of the polling shall be presented to the Board.
3. The Board shall consider nominations presented by the Director at the next regularly scheduled meeting.
4. The Board shall:
   a) Review the nomination in accordance with the policy
   b) Determine if there is a need to solicit further public input
   c) Research, review and study supporting documentation
   d) Through a majority vote agree on a recommendation and forward it to the Council.

2) The naming process may also begin with a majority vote of the Board or at the request of the Council.

NAMING CRITERIA

The recommended name shall meet at least one of the following criteria.

1. Consideration may be given to geographic location, adjacent streets or subdivision name.
2. Consideration may be given to prominent characteristics or physical features of the site (lake, river, creek, canyon or topography).
3. Consideration may be given to a historic feature or event.
4. Consideration may be given to naming the park or facility after a family or individual that donated a significant portion of the property, or funds to construct the facility.
5. Consideration may be given to the previous property owner if the property owner sells the property significantly below fair market value. The naming agreement should be negotiated at the time of purchase.
6. Consideration may be given to honor individuals who have made significant or worthy contributions to the City of Leander or a prominent American who is or was a resident of Leander.
7. Structures within parks may be dedicated to the memory of worthy individuals through the placement of plaques without naming or renaming the entire park.

GENERAL CRITERIA

1. Consideration must first be given to existing legal agreements or promises that were made when the park or facility was originally named.
2. Parks and facilities previously named for individuals should not be renamed.
3. Parks and facilities may be named for either deceased or living persons.

4. Parks and facilities shall not be given the same names as an existing school or public facility unless the park or facility is directly adjacent to the existing named school or public facility.
5. Recommendations to name parks and facilities should not be publicized until after receiving approval by the Council.
6. This policy shall not be construed to limit authority of the Council to name any parks or facilities at any time and under any conditions the Council deems appropriate.

Executive Summary

December 19, 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 applications are attached. There is not an application for Stan Holcomb. 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 have 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: Robert Cantwell
Dan Miche
Marcia Back (currently on Parks Board)
Stan Holcomb (current on Art Commission) – not attached
Don Bradley (currently on Arts Commission)
Ashli Williamson (currently on Arts Commission)

Prepared by: Debbie Haile, TRMC, City Secretary

CITY OF LEANDER, TEXAS

Board & Commission Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

- ☐ Planning & Zoning Commission
- ☐ Economic Development Committee
- ☐ Parks & Recreation Advisory Board
- ☐ Public Art Commission
- ☐ TIRZ/Development Authority Board
- ☐ People with Disabilities Committee
- ☐ Board of Adjustment/Appeal
- ☐ Ethics Commission
- ☐ City Charter Review Committee
- ☐ Library Foundation Board
- ☑ Veterans' Park Committee

PERSONAL INFORMATION

Name: ROBERT A. CANTWELL

Home Address: 604 SCENIC PATH City LEANDER Zip 78641

Home Phone: 512 2608693 Cell Phone 5126350123

Email Address: bobcantwell@hotmail.com

Do you live inside the Leander City Limits ? ☑ Yes 14 years ☐ No ☐ ETJ ?

Are you a current registered voter? ☑ Yes ☐ No
If yes, please provide copy of voter registration card

OCCUPATIONAL INFORMATION

Business Name_____ Occupation_____

Address:_____ City_____ Zip_____

Phone:_____

Business Owner ☐ Yes ☐ No

Are you now or have you in the past served on any Boards or Commissions? ☑ Yes ☐ No

If yes, list Board or Commission served on: Economic Development Date 2004

Signature Robert Cantwell Date 10/29/13

Submit applications with a resume and letter of interest to:

Debbie Haile, City Secretary
Mail: P.O. Box 319, Leander, Texas 78646
Phone: 512/ 528-2743

Address: 200 W. Willis, Leander, Texas 78641
Fax: 512/ 259-1605 Email: Debbie@leandertx.gov

CITY OF LEANDER, TEXAS

Board & Commission Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

- ☒ VETERANS PARK COMMITTEE
- ☐ **Planning & Zoning Commission**
- ☐ **Parks & Recreation Advisory Board**
- ☐ **Public Art Commission**
- ☐ **TIRZ/Development Authority Board**
- ☐ **Board of Adjustment/Appeal**
- ☐ **Ethics Commission**
- ☐ **City Charter Review Committee**
- ☐ **Library Foundation Board**

PERSONAL INFORMATION

Name: DAN L. Michie

Home Address: 1800 MULEDEER RUN City LEANDER Zip 78641

Home Phone: 512-963-8991 Cell Phone SAME

Email Address: DLMichie@GMAIL.com

Do you live inside the Leander City Limits ? ☒ Yes _____ years ☐ No ☐ ETJ ?

Are you a current registered voter? ☒ Yes ☐ No
If yes, please provide copy of voter registration card

OCCUPATIONAL INFORMATION

Business Name KELLER WILLIAMS NW Occupation REALTOR

Address: 12515-8 RESEARCH BLVD SUITE 100 City AUSTIN Zip 78759

Phone: 512-346-3550

Business Owner ☐ Yes ☒ No

Are you now or have you in the past served on any Boards or Commissions? ☐ Yes ☒ No

If yes, list Board or Commission served on: _____ Date _____

Signature Dan L Michie Date 7 OCT 2013

Submit applications with a resume and letter of interest to:

Debbie Haile, City Secretary
Mail: P.O. Box 319, Leander, Texas 78646
Phone: 512/ 528-2743

Address: 200 W. Willis, Leander, Texas 78641
Fax: 512/ 259-1605 Email: Debbie@leandertx.gov

CITY OF LEANDER, TEXAS

Boards & Commissions Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

- ☐ Planning & Zoning Commission
- ☒ Parks & Recreation Advisory Board
- ☐ Public Art Committee
- ☐ TIRZ/Development Authority Board
- ☐ Board of Adjustment/Appeal
- ☐ Ethics Commission
- ☐ City Charter Review Committee
- ☐ New Boards Formed

PERSONAL INFORMATION

Name: MARCIA Back SSN # 147 46 3187

Home Address: 1013 Burgess Dr. City Leander Zip 78641

Home Phone: 512 828-7352 Cell Phone 512 587-8934

Email Address: mback@suddenlink.net

Do you live inside the Leander City Limits ? ☒ Yes 6½ years ☐ No ☐ ETJ ?

Are you a current registered voter? ☒ Yes ☐ No
If yes, please provide copy of voter registration card VUID # 1137040639
Cert # 362609

OCCUPATIONAL INFORMATION

Business Name MBE Consulting Occupation Educational Director

Address: 1013 Burgess Dr City Leander Zip 78641

Phone: 512 828-7352

Business Owner ☒ Yes ☐ No

Are you now or have you in the past served on any Boards or Commissions? ☒ Yes ☐ No

If yes, list Board or Commission served on: Recreation/Youth Riverdale NJ Date 1977-1980

Signature Marcia Back Date 6-18-12

Submit applications with a resume and letter of interest to:

Debbie Haile, City Secretary
Mail: P.O. Box 319, Leander, Texas 78646
Phone: 512/ 528-2743

Address: 200 W. Willis, Leander, Texas 78641
Fax: 512/ 259-1605 Email: Debbie@leandertx.gov

CITY OF LEANDER, TEXAS

Board & Commission Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

- ☐ Planning & Zoning Commission
- ☐ Parks & Recreation Advisory Board
- X☐ Public Art Commission
- ☐ TIRZ/Development Authority Board
- ☐ Board of Adjustment/Appeal
- ☐ Ethics Commission
- ☐ City Charter Review Committee
- ☐ Library Foundation Board

PERSONAL INFORMATION

Name: Don D. Bradley

Home Address: 1709 Mimosa Lane City Leander Zip: 78641

Home Phone: 512/260-2333 Cell Phone: 512/422-4108

Email Address: dbradley@austincc.edu

Do you live inside the Leander City Limits ? X☐ Yes __15_____ years ☐ No ☐ ETJ ?

Are you a current registered voter? X☐ Yes ☐ No
If yes, please provide copy of voter registration card: 1135974895

OCCUPATIONAL INFORMATION

Business Name: Austin Community College Occupation: Student Services Supervisor

Address: 1555 Cypress Creek Road City: Cedar Park Zip: 78613

Phone: 512/223-2075

Business Owner ☐ Yes X☐ No

Are you now or have you in the past served on any Boards or Commissions? ☐ Yes X☐ No

If yes, list Board or Commission served on: _____ Date_____

Signature Don D. Bradley Date 1-8-13

Submit applications with a resume and letter of interest to:

Debbie Haile, City Secretary
Mail: P.O. Box 319, Leander, Texas 78646
Phone. 512/ 528-2743

Address: 200 W. Willis, Leander, Texas 78641
Fax. 512/ 259-1605 Email. Debbie@leandertx.gov

CITY OF LEANDER, TEXAS

Board & Commission Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

- ☐ Planning & Zoning Commission
- ☐ Economic Development Committee
- ☐ Parks & Recreation Advisory Board
- ☑ Public Art Commission
- ☐ TIRZ/Development Authority Board
- ☐ People with Disabilities Committee
- ☐ Board of Adjustment/Appeal
- ☐ Ethics Commission
- ☐ City Charter Review Committee
- ☐ Library Foundation Board

PERSONAL INFORMATION

Name: Ashli Williamson

Home Address: 3310 Spumanti Ln City Leander Zip 78641

Home Phone: 512-528-9395 Cell Phone 512-632-2532

Email Address: ashlikw@gmail.com

Do you live inside the Leander City Limits ? ☐ Yes _____ years ☐ No ☑ ETJ ?

Are you a current registered voter? ☑ Yes ☐ No
If yes, please provide copy of voter registration card

OCCUPATIONAL INFORMATION

Business Name The Green Door Occupation Artist Owner

Address: 106 W Willis, Ste D City Leander Zip 78641

Phone: 512-632-2532 (store: 512-905-0053)

Business Owner ☑ Yes ☐ No

Are you now or have you in the past served on any Boards or Commissions? ☐ Yes ☑ No

If yes, list Board or Commission served on: _____ Date _____

Signature [signature] Date 6/11/13

Submit applications with a resume and letter of interest to:

Debbie Haile, City Secretary
Mail: P.O. Box 319, Leander, Texas 78646
Phone: 512/ 528-2743

Address: 200 W. Willis, Leander, Texas 78641
Fax: 512/ 259-1605 Email: Debbie@leandertx.gov

AGENDA ITEM # 17

Executive Summary

December 19, 2013

Council Agenda Subject; Consider appointment to the Board Selection Committee

Background: The Board Selection Committee is comprised of three Council Members. Council Members Siebold, Lynch and Cantwell are the current members. A replacement appointment for Council Member Cantwell is needed.

Origination: City Secretary

Financial Consideration: N/A

Recommendation: Appoint a replacement member to the Board

Attachments: None

Prepared by: Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 18

Executive Summary

December 19, 2013

Council Agenda Subject: Discuss and Consider a Non-Profit Liaison

Background: On September 6, 2012 the City Council approved a Resolution to designate every other month to highlight a non-profit organization that benefits the citizens of Leander. Council Member Cantwell sponsored the Resolution and has followed through in locating non-profits to highlight.

Origination: City Secretary

Financial Consideration: N/A

Recommendation: Discuss and determine if a liaison is needed to continue locating non-profits within the city or that benefit the citizens of Leander.

Attachments: None

Prepared by: Debbie Haile, TRMC, City Secretary

City of Leander

Executive Summary

December 19, 2013

Council Agenda Subject: Consider appointment to the Brushy Creek Regional Utility Authority (BCRUA) Board of Directors and/or Citizen Director

Background: Council Member Cantwell is on the Board of Directors currently serving as the Board Secretary. Council Member Dishongh is the Citizen Director for Leander. Council needs to either appoint another member to replace Council Member Cantwell or if Council Member Dishongh is appointed to move to the Board of Directors, another council member needs to be appointed as the Citizen Director.

Origination: City Secretary

Financial Consideration: N/A

Recommendation: Appoint a replacement member to the Board of Directors and/or Citizen Director

Attachments: None

Prepared by: Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 20

Executive Summary

December 19, 2013

Council Agenda Subject: Consider Consulting Agreement with Pix Howell

Background: Pix Howell has been the City's Urban Design Officer since 2006 under a professional services agreement. Pix operated as an employee with full benefits and a City Office. The most recent agreement ended November 30, 2013 and the total cost of salary and benefits for the last Fiscal Year was $154,377. Tom Yantis, our Development Services Director is now the Urban Design Officer. However, I believe that Pix can still provide valuable services to the City and assist with the transition of Urban Design Officer Duties to Tom Yantis. Under this agreement, Pix will continue to represent the City to CAMPO, assist with TOD Development Agreements, act as a Liaison to TOD property owners and assist the City Manager and Urban Design Officer on a project by project basis.

Origination: City Manager

Financial Consideration: The twelve month contract totals $60,000 and continues two months into the FY 2014-15 Budget. The contract is funded in the Urban Design budget.

Recommendation: Staff recommends approval

Attachments:

Prepared by: **Kent Cagle**