



**AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS**

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



Thursday ~ April 2, 2015 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette (Mayor Pro Tem)
Place 2 – Kirsten Lynch
Place 3 – Vacant

Place 4 – Ron Abruzzese
Place 5 – Jeff Seiler
Place 6 – David Siebold
City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Recognition of Outgoing Council Member Jason Dishongh
4. Swearing In of Council Member Elect Place 5, Jeff Seiler by Judge Riedel
Council will break at this time for a short reception
5. Staff Comments: Chief Gardner – recognition of Disaster Preparedness Committee
6. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins
7. Presentation from HEB for the Veterans Park Project
8. Proclamation recognizing “National Animal Control Appreciation Week”
Sponsored by Police Chief Minton
9. Proclamation recognizing “National Public Safety Telecommunications Week”
Sponsored by Police Chief Minton

CONSENT AGENDA: ACTION

10. Approval of the minutes: March 19, 2015
11. Contract Award for Two City Landscape Projects
12. Variance to Construction Noise Bylaw for Seretta Construction Texas, LLC to allow for Early Morning Concrete Pours for the Abacus School Project located at 1720 S. Bagdad Road
13. Interlocal Cooperation Agreement between the City of Leander and Capital Metropolitan Transportation Authority

PUBLIC HEARING: ACTION

14. **Public Hearing** on Ordinance Case #15-Z-003: Consider: a zoning change for a portion of a lot, for 3.309 acres, more or less, located at 17680 Ronald W. Reagan Blvd. from SFS-2-B, Single Family Suburban to GC-3-C, General Commercial, Leander, Williamson County, Texas
Applicant: Marci Cannon on behalf of Donald R. and Jean S. Thomas

Action on Zoning Case #15-Z-003: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located at 17680 Ronald W. Reagan Blvd., Leander, Williamson County, Texas

15. **Public Hearing** on the acceptance of the Community Wildfire Protection Plan (CWPP) and authorize submitting of the Hazard Mitigation Plan (HMP) to the Federal Emergency Management Agency for review and approval

Action on acceptance of the Community Wildfire Protection Plan (CWPP) and authorize submitting of the Hazard Mitigation Plan (HMP) to the Federal Emergency Management Agency for review and approval

REGULAR AGENDA

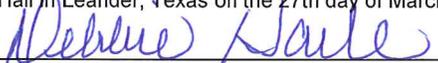
16. Consider a Development Agreement between the City of Leander and Leander Capital, LLC for 39.25 acres, more or less, generally located to the northwest of the intersection of Woodview Drive and 183A Toll Road, encompassing the property known as the Leander Crossing Subdivision within the city limits of the City of Leander, Williamson County

EXECUTIVE SESSION

17. Convene into executive session:
- a) pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property
 - b) pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Cause No. 15-0088-C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas
 - c) Appointment or employment of an Economic Development Director pursuant to Section 551.074 of the Texas Government Code [Certain Personnel Deliberations]
18. Reconvene into open session to take action as deemed appropriate in the City Council's discretion Regarding:
- a) the acquisition and value of real property
 - b) Cause No. 15-0088-C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas
 - c) Appointment or employment of an Economic Development Director pursuant to Section 551.074 of the Texas Government Code [Certain Personnel Deliberations]
19. Council Members Closing Statements
20. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves The right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations Or 551.076 [deployment/implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas on the 27th day of March, 2015 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.


Debbie Haile, TRMC, City Secretary



PROCLAMATION



WHEREAS, April 12th – April 18th is designated as National Animal Control Appreciation Week, and is a time set aside to recognize, thank, and commend all Animal Control personnel; and

WHEREAS, LEANDER ANIMAL SERVICES officers, like police officers and emergency personnel, respond to the needs of the community, keeping animals and humans safe from harm; and

WHEREAS, LEANDER ANIMAL SERVICES officers help improve the quality of life in our community through their professional and compassionate service; and

WHEREAS, the Leander City Council wishes to commend each and every ANIMAL SERVICES UNIT officer for their dedication to the health, safety, and protection of the citizens and animals of our community;

WHEREAS, I, Mayor Christopher Fielder, call upon all citizens of our community to recognize the week of April 12th – April 18th, 2015, as

“NATIONAL ANIMAL CONTROL APPRECIATION WEEK”

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary



PROCLAMATION



WHEREAS, April 12th thru April 18th is designated as National Public Safety Telecommunications Week; and

WHEREAS emergencies can occur at any time and the prompt response of police officers and emergency personnel is critical to the protection of life and the preservation of property; and

WHEREAS, the first and most critical contact our citizens have with these services is the Leander Police Department Communications Center, and the safety of the public and the responding emergency personnel is dependent upon the quality and accuracy of information obtained and distributed; and

WHEREAS, Telecommunications Officers provide a vital link for our police officers by monitoring their activities by radio, providing them critical information, and having contributed substantially to the apprehension of criminals, the provision of emergency services, and good customer service; and

WHEREAS, each Telecommunications Officer has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW THEREFORE, I, Mayor Christopher Fielder, call upon all citizens of our community to recognize the week of April 12th – April 18th, 2014, as National Public Safety Telecommunications Week.

“NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK”

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary



**MINUTES
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS**

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



Thursday ~ March 19, 2015 at 7:00 PM

Mayor – Christopher Fielder

Place 1 – Andrea Navarrette (Mayor Pro Tem)

Place 2 – Kirsten Lynch

Place 3 – Vacant

Place 4 – Ron Abruzzese

Place 5 – Jason Dishongh

Place 6 – David Siebold

City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance
Mayor Pro Tem Navarrette delivered the invocation
Leander Police Explorers Post 641 led the Pledges of Allegiance
2. Roll Call
All present except Council Member Dishongh
3. Staff Comments: Chief Minton – Recognition of the Explorers
Steve Bosak – Egg-Stravaganza
Lieutenant Mitchell recognized the members of the Explorers
Steve Bosak, Parks & Recreation Director talked about the Egg-Stravaganza event on March 29th
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins
Debbie Velchoff – 1970 CR 270 – spoke about the trash on Hero Way

CONSENT AGENDA: ACTION

5. Approval of the minutes: March 5, 2015
6. Second Reading of an Ordinance on Composite Zoning Ordinance Case #15-OR-002: amending section of the Composite Zoning Ordinance to update the architectural standards, update the garage setback requirements, update the use matrix table, and modify the landscape ordinance requirements
7. Interlocal Agreement with the City of Lago Vista
Motion made by Mayor Pro Tem Navarrette to approve the consent agenda. Second by Council Member Siebold. Motion passes, all voting “aye”

REGULAR AGENDA

8. Consider Economic Development Incentive Application for Cedar Park Medical Emergency Care Facility
Kent Cagle, City Manager explained
Motion made by Mayor Fielder to deny the application. Second by Council Member Siebold.
Motion passes, all voting “aye”

9. Consider Ordinance Regulating Taxicab Service
Kent Cagle, City Manager explained

**Motion made by Mayor Pro Tem Navarrette to approve. Second by Council Member Siebold.
Motion passes, all voting “aye”**

10. Extension to Consider Variance to Construction Noise Bylaw for RC Management Services, LLC to Allow for Early Morning Concrete Pours for the Texan Self Storage on Old 2243 West
Wayne Watts, City Engineer explained

Motion made by Council Member Siebold to approve with the same hours of 3am to 7am as approved on first request. Second by Council Member Lynch. Motion passes, all voting “aye”

11. Consider a Resolution authorizing the Submittal of an Application to the Texas Water Development Board (TWDB) for a Flood Protection Planning Grant for the North and South Forks of the San Gabriel River
Wayne Watts, City Engineer explained

Motion made by Mayor Pro Tem Navarrette to approve with the stipulation to not exceed \$40,000.00. Second by Council Member Siebold. Motion passes, all voting “aye”

12. Consider Award of Construction Contract for Ridgmar Waterline Project
Wayne Watts, City Engineer explained

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

13. Consider an Ordinance amending Ordinance #15-012-00, which authorizes the Abandonment, closure, and conveyance of a portion of street Right-of-way known as Old 2243 West to revise the description of said property, and providing for related matters
Wayne Watts, City Engineer explained

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

14. Consider appointments to the Veterans Park Committee and the Mayor’s Committee for People with Disabilities
Council Member Abruzzese explained

**Mayor Fielder appointed Randy Hutchison to the Veterans Park Committee.
Mayor Fielder made a motion to appoint Donna Roland to The Mayor’s Committee for People with Disabilities. Second by Council Member Abruzzese. Motion passes, all voting “aye”**

EXECUTIVE SESSION

15. Convene into executive session:
- a) pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property
 - b) pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Cause No. 15-0088-C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas

**Council convened into executive session at 7:25 pm
Council reconvened into open session at 7:40 pm**

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

a) the acquisition and value of real property

Motion made by Mayor Pro Tem Navarrette to authorize the purchase of real property and real property rights as discussed in executive session. Second by Council Member Siebold. Motion passes, all voting "aye"

b) Cause No. 15-0088-C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas

No action taken

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

18. Adjournment
With there being no further business, the meeting adjourned at 7:43 pm

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary



Executive Summary

April 2, 2015

Subject: Consider a contract award for Two City Landscape Projects

Background: Bids were solicited for the Two City Landscape Projects involving the re-landscaping of City Hall and landscaping of the two medians on East Crystal Falls Parkway on the east and west sides of the 183A Toll Way.

One bid was received from Kin Performance Contractors, LLC in the following amounts:

- City Hall - \$45,583.55
- East Crystal Falls Medians - \$45,413.80

Funds are budgeted in the FY 2014-15 Parks & Recreation Budget for the project.

References for Kin Performance Contractors have been checked and we have found them to be favorable. Kin is currently under contract with the City to perform mowing services for the Public Works Department.

Financial Consideration: \$90,997.80

Recommendation: Staff respectfully recommends a contract award to Kin Performance Contractors, LLC in the amount of \$90,997.80. Authorization for the City Manager to execute a contract agreement with Kin Performance Contractors, LLC is also recommended.

Attachments: None

Prepared by: Stephen Bosak, Parks & Recreation Director



Executive Summary

April 2, 2015

Council Agenda Subject: Consider Variance to Construction Noise Bylaw for Seretta Construction Texas, LLC to allow for Early Morning Concrete Pours for the Abacus School Project – Located at 1720 S. Bagdad Road

Background: The City’s noise ordinance limits construction generated noises to the hours of 7:00 a.m. to 9:00 p.m. Any modification to this operating time period requires approval from City Council. Seretta Construction Texas, LLC, as a subcontractor for Burt Watts Industries, for the Abacus School Project, has requested that they be allowed to pour concrete starting at 5:00 am on the following time schedule.

Dates Requested: April 9, 2015
 June 30, 2015 – July 1, 2015
 July 14, 2015 – July 22, 2015
 July 23, 2015 – July 24, 2015

Seretta Construction Texas, LLC plans to inform the City beforehand to the best of their knowledge. They have agreed to make every effort to communicate with properties neighboring the construction site and take all reasonable precautions to reduce early morning disturbances.

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

Financial Consideration: Not Applicable

Recommendation: Staff recommends extension of work hours for concrete pours to Seretta Construction Texas, LLC for the hours described above.

Attachments: Letter Request

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



Lorraine Eldred
City of Leander, Texas
March 13, 2015

To Mrs. Eldred,

Seretta Construction Texas is a concrete tiltwall subcontractor located in Austin, Texas. With our agreement with Burt Watts Industries, Seretta will be performing the concrete subcontract work for the Abacus School inside the City of Leander (City).

As the Director of Business Development, I have reviewed the City of Leander's noise ordinance, and understand that there are sound restrictions throughout the City at certain times of the night. I understand that within residential areas or 600 feet there by, loud abrasive sounds are discouraged. As a concrete subcontractor, in order for the Abacus School to be completed as fast as possible to not obstruct the community for a long period of time; some dates will be requested from the City in order to pour concrete starting at 5:00am adjacent to a neighborhood.

Dates Requested

April 9, 2015
June 30, 2015 – July 1, 2015
July 14, 2015 – July 22, 2015
July 23, 2015 – July 24, 2015

Thank you for your consideration on this project and should any dates change, Seretta plans to inform the City before hand to the best of our knowledge. If you require any additional information, qualifications, or have comments; please feel free to reach out to myself directly. My direct phone number is (512)-745-1410, and email at imcdaniel@seretta.com. Look forward to speaking with you in the future.

Best Regards,

Seretta Construction Texas, LLC

Issa' McDaniel, Director of Business Development
Seretta Construction Texas, LLC
7303 Burleson Road, Suite 306
Austin, TX 78744

SERETTA
CONSTRUCTION TEXAS, LLC





Executive Summary

April 2, 2015

Council Agenda Subject: Consideration of Interlocal Cooperation Agreement between City of Leander and Capital Metropolitan Transportation Authority

Background: The City desires to improve the existing highway grade crossing system located near the intersection of U.S. Hwy 183 and Hero Way in order to qualify for reinstatement of the suspended Hero Way Railroad Quiet Zone utilizing Supplemental Safety Measures as specified by the Federal Railroad Administration (FRA). Capital Metro will design, construct, test, commission and place in service an additional exit crossing gate on the east bound lanes of Hero on the east side of U.S. Hwy. 183 The project will be done in accordance with applicable FRA regulations and requirements.

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

Financial Consideration: Reimbursement to Capital Metro for the cost to design, construct, test and place in service the project in the estimated amount of \$70,000.00 from General Fund surplus. GL# TBD

Recommendation: Staff recommends approval of the Interlocal Cooperation Agreement between City of Leander and Capital Metropolitan Transportation Authority.

Attachments: Interlocal Cooperation Agreement between City of Leander and Capital Metropolitan Transportation Authority

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

**INTERLOCAL COOPERATION AGREEMENT
CITY OF LEANDER AND CAPITAL METROPOLITAN
TRANSPORTATION AUTHORITY**

This Interlocal Cooperation Agreement is made and entered into by and between the City of Leander, Texas (the "City") and Capital Metropolitan Transportation Authority ("Capital Metro"), hereinafter collectively referred to as the "Parties," upon the premises and for the consideration stated herein.

WHEREAS, Capital Metro has a commuter rail system commonly known as the Red Line that runs between the City of Leander, Texas and the City of Austin Convention Center in Austin, Texas;

WHEREAS, the City has made application to the Federal Railroad Administration (FRA) for designation of a quiet zone for the rail line located in the City;

WHEREAS, the City desires to enhance the existing highway grade crossing system located near the intersection of U.S. Hwy 183 and Hero Way located in the City as required by the FRA in connection with the FRA quiet zone designation;

WHEREAS, Capital Metro as the owner of the rail line has the special expertise to design, construct, test and place in service the enhanced highway grade crossing;

WHEREAS, the City has agreed to reimburse Capital Metro for all of the cost to design, construct, test, and place in service the Project;

WHEREAS, the Parties intend to conform to this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Chapter 791.001, *et seq.*;

NOW, THEREFORE, the Parties agree as follows:

1. Project.

- (a) Capital Metro will design, construct, integrate, test, commission and place in service an exit crossing gate that is one of the acceptable Supplemental Safety Measures required by the Federal Railroad Administration for the establishment of railroad quiet zone near the intersection of U.S. Hwy 183 and Hero Way in the City ("Project").
- (b) The Project will be done in accordance with applicable FRA regulations and requirements.

2. Project Timeline.

Completion of the Project is estimated to be August 31, 2015. Capital Metro does not covenant completion by that date but believes it is a reasonable period for completion of the Project.

3. Financial Obligations.

- (a) The City will reimburse Capital Metro for the actual cost of the design and construction of the Project estimated to cost \$70,000.00, including any amounts above such estimate.
- (b) The City shall timely pay submitted invoices for the Project. The invoices for the Project will be paid on the basis of work completed and will be accompanied by supporting documentation.

4. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the City or Capital Metro of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY:

City Manager
Physical address:
200 West Willis Street
Leander, Texas 78641

Mailing Address
P.O. Box 319
Leander, Texas 78646

CAPITAL METRO:

Vice President, Rail Operations
2910 E. 5th Street
Austin, Texas 78702

WITH A COPY TO:

Kerri L. Butcher
Chief Legal Counsel
2910 E. 5th Street
Austin, Texas 78702

- (c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
- (d) Entire Agreement. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the construction of the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of Capital Metro, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Capital Metro, Board of Directors or City Council. The recitals set forth above and the attached exhibits are incorporated herein.
- (e) Other Instruments. The Parties covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (f) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (g) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

- (h) Effective Date & Term. This Agreement takes effect upon the last date of execution of the Agreement by the City and Capital Metro. This Agreement will have a term of one (1) year.

CITY OF LEANDER, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Linda Watson, President/CEO

Date: _____



Executive Summary

April 02, 2015

Agenda Subject: Zoning Case 15-Z-003: Hold a public hearing and consider action on the rezoning of a portion of a lot, for 3.309 acres more or less out of Lot 1 of the Waldarra Estates, located at 17680 Ronald W. Reagan Blvd., WCAD Parcel R372083. Currently, the property is zoned SFS-2-B (Single-Family Suburban) and the applicant is proposing to zone the property GC-3-C (General Commercial), Leander, Williamson County, Texas.

Background: This request is the second step in the rezoning process.

Origination: Applicant: Marci Cannon on behalf of Donald R. and Jean S. Thomas.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the GC-3-B (General Commercial) district at the March 26, 2015 meeting.

Attachments:

1. Planning Analysis
2. Location Map
3. Current Zoning Map
4. Proposed Zoning Map
5. Aerial Map
6. Letter of Intent
7. Ordinance
8. Minutes–Planning & Zoning Commission March 26, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager

03/27/2015



PLANNING ANALYSIS

ZONING CASE 15-Z-003
17680 Ronald Reagan Blvd

GENERAL INFORMATION

Owner: Thomas Donald R & Joan S Trustees of the Donald R & Joan S Thomas Revocable Living Trust

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

Proposed Zoning: GC-3-C (General Commercial)

Size and Location: The property is located at 17680 Ronald Reagan Blvd and is 3.309 acres in size more or less.

Staff Contact: Martin Siwek, AICP, GISP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	Interim SFS-2-B	Developed Single Family Home
EAST	OCL	Developed Single Family Home
SOUTH	Interim SFS-2-B OCL	Developed Single Family Home
WEST	GC-3-C	Developed Single Family Home

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

GC – GENERAL COMMERCIAL:

Features: Any use in LC plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 sq. ft.

Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT:

TYPE 3:

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

- (1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.
- (2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.
- (3) This component is intended to be combined with LO, LC, GC, LI and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.

ARCHITECTURAL COMPONENTS:

TYPE C (non-residential only):

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

Intent:

- (1) The Type C architectural component is intended to be utilized only in the LO, LC, GC, LI and HI use components for intermediate quality development.
- (2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.
- (3) This component is not intended for the majority of the LO and LC use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community’s overall quality of life and economic viability.
- Strive for a fiscal balance of land uses that will create a positive impact upon the City of Leander’s budget and overall tax base.

ANALYSIS:

The property is presently zoned Interim SFS-2-B (Single-Family Suburban) district and the applicant is requesting to rezone the property to GC-3-C (General Commercial) district to facilitate the development of a proposed convenience store with gas pumps. The property is located at 17680 Ronald Reagan Blvd, which is the southeast corner of the intersection of Ronald Reagan Blvd. and CR 264. The adjacent properties to the east and south contains existing single family homes, and the property to the west of this site is a developed single family home subdivision which is presently zoned GC-3-C. The property to the north is zoned Interim SFS-2-B and also contains a single family home.

The intent of the GC use component is to all for the development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. In this situation, access is provided from Ronald W. Reagan Blvd, an arterial class roadway.

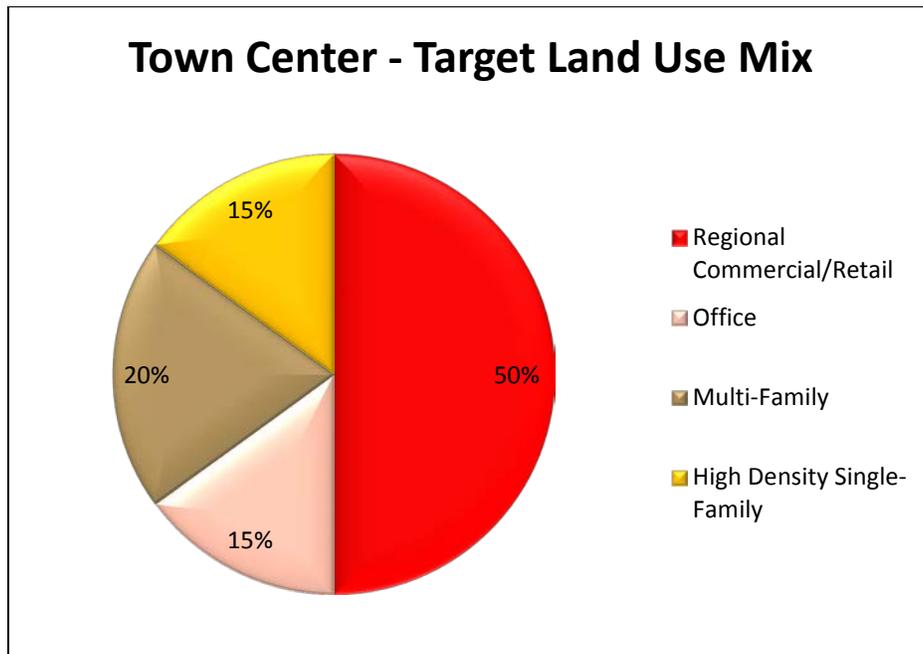
The change to the Type 3 site component will permit outdoor fuel sales and commercial washing of vehicles. The table below demonstrates the differences between the Type 2 and Type 3 site component.

TYPE 2	TYPE 3
Accessory Buildings/Structures 10% of primary building gross floor area	Accessory Buildings/Structures 30% of primary building gross floor area
Outdoor Entertainment Venues are not permitted	Outdoor Entertainment Venues are not permitted
Individual users shall not exceed 40,000 gross sq. ft of floor area in a single building	No limit on square footage of individual users within a single building.
A single building may not exceed 60,000 square feet	No limit on a single building size other than as restricted by setbacks and landscaping requirements
Drive-through service lanes are permitted	Drive-through service lanes are permitted
Outdoor display, storage and container storage are not permitted	Outdoor display, storage and container storage are permitted with restrictions
Outdoor fuel sales are not permitted	Outdoor fuel sales and commercial washing of vehicles are permitted
Overhead commercial service doors are not permitted	Overhead commercial service doors are permitted

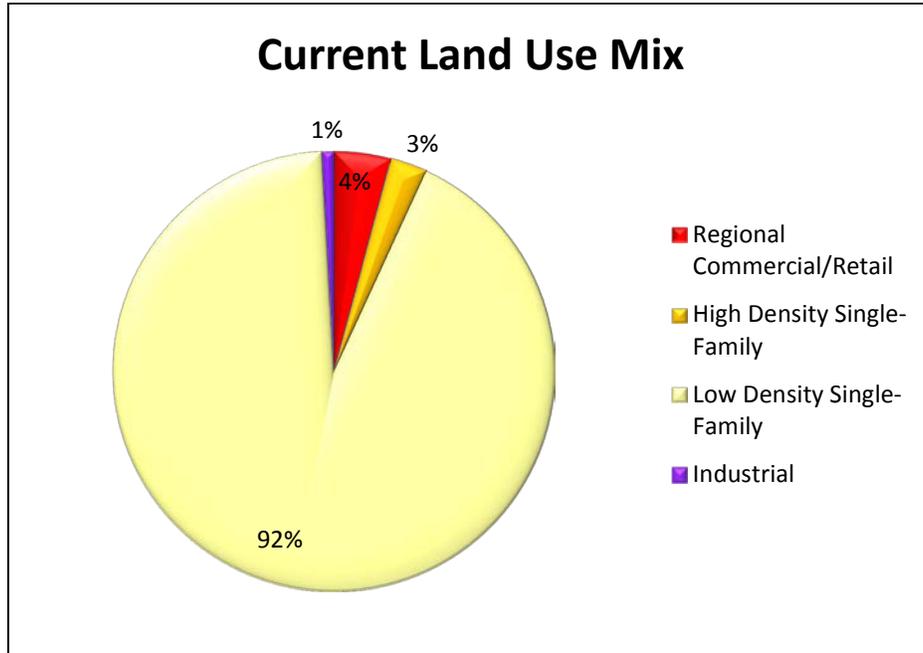
The requested Type C Architectural Component will require that thirty-five (35%) percent exterior surface area of all walls and sixty (60%) percent of the street facing walls consist of masonry. In addition, all building fronts shall have a minimum of three different design features to break up the wall plane.

This property is located within a Town Center Node as identified by the Future Land Use Map. This node is intended to be located at the intersections of major arterials within the community. These nodes are approximately one mile in diameter and incorporate approximately 500 acres. These areas are intended for large scale commercial, retail and office uses that require locations with direct access to major arterials and that serve both the community and a larger trade area outside the city limits. These areas are also intended for high density multi-family and single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

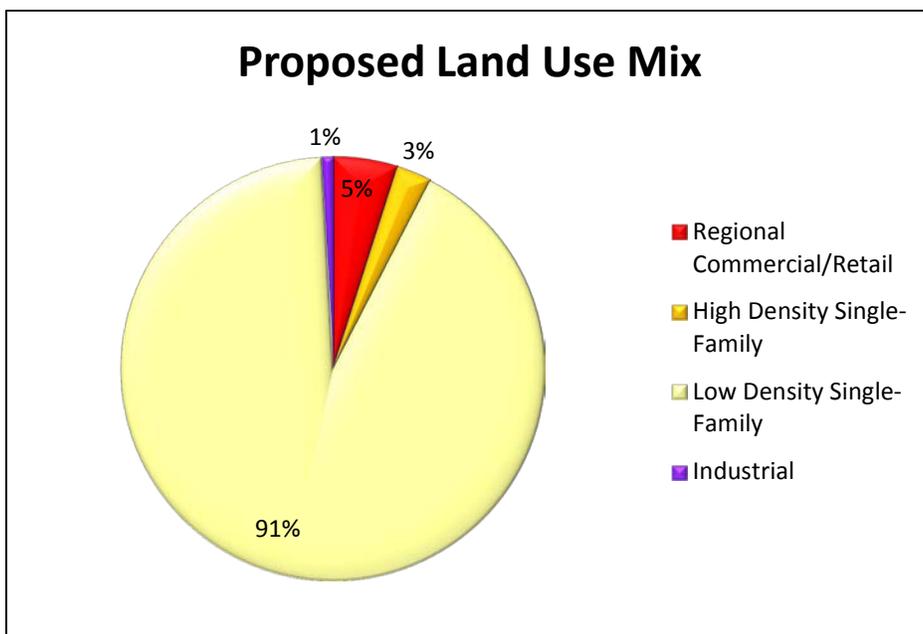
All nodes designated by the Future Land Use Plan seek to have the most intense development closest to the center of the node, and to have reduction in intensity of development as it moves out from the center of those nodes. The graph below shows the target mix of land uses within the Town Center Node.



The current land use mix does not meet the target mix shown in the Comprehensive Plan. Currently, the predominant land use is low density residential with a limited amount of commercial. There are several established neighborhoods located within the ETJ and a portion of the proposed Palmera Ridge Development located within this node. The current land use mix is shown in the graph below.

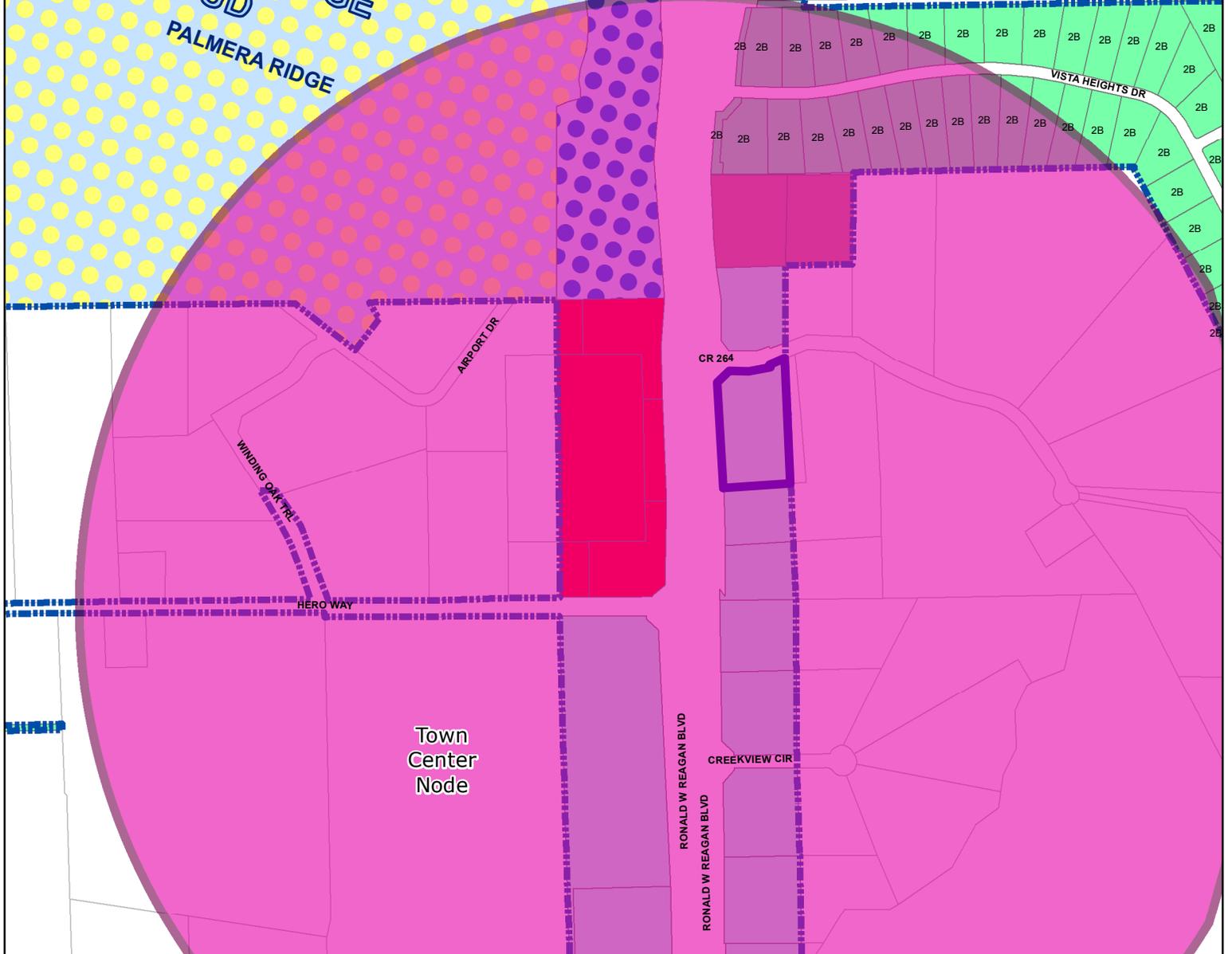
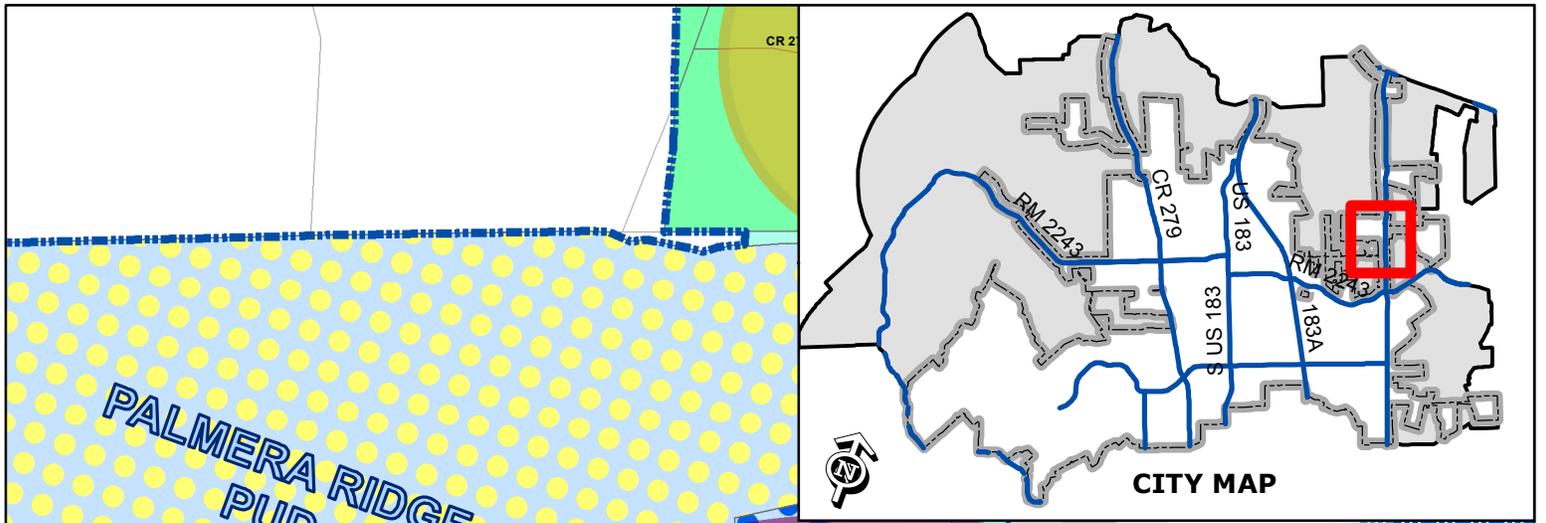


The proposed zoning change brings the land use mix closer to compliance with the Comprehensive Plan regarding the percentage of regional commercial/retail uses. The proposed land use mix is shown in the graph below.



STAFF RECOMMENDATION:

Staff recommends approval of the requested zoning change. The requested GC-3-C (General Commercial) district will help bring the land use mix closer to compliance with the Town Center Node land use mix. Additionally, the location of the requested GC-3-C district near the center of the Town Center Node is consistent with the intent of the future land use plan's goal of concentrating higher intensity uses closest to the center and transitioning to lower intensity uses at the edge of the node. This request is in compliance with the Comprehensive Plan and the intent statements of the Composite Zoning Ordinance.



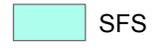
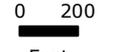
ZONING CASE 15-Z-003

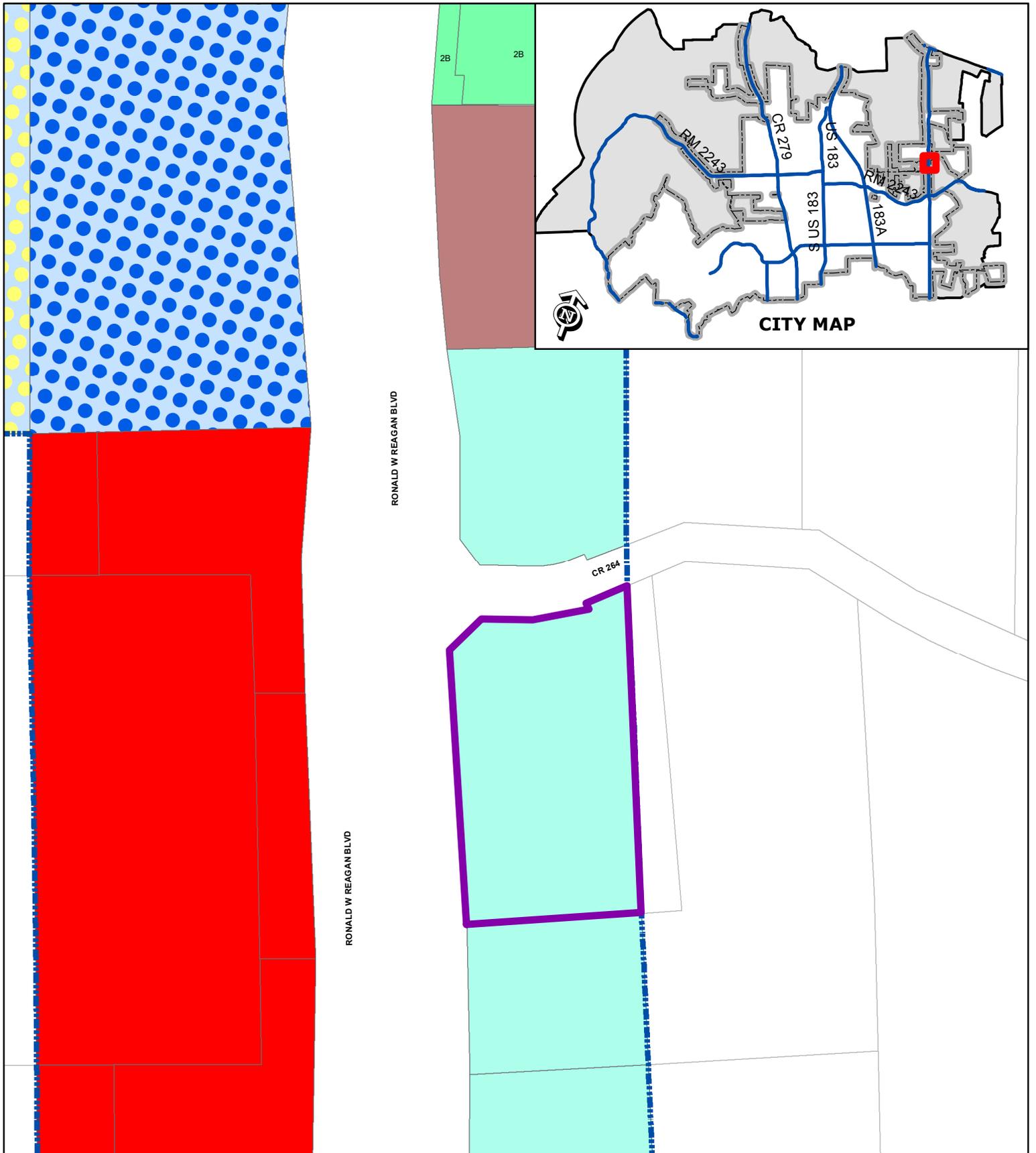
Attachment #2

Location Map
17680 Ronald Regan Blvd



-  Subject Property
-  City Limits

	SFR		SFT		GC
	SFE		SFU/MH		HC
	SFS		TF		HI
	SFU		MF		PUD
	SFC		LO		0 200 Feet
	SFL		LC		



ZONING CASE 15-Z-003

Attachment #3

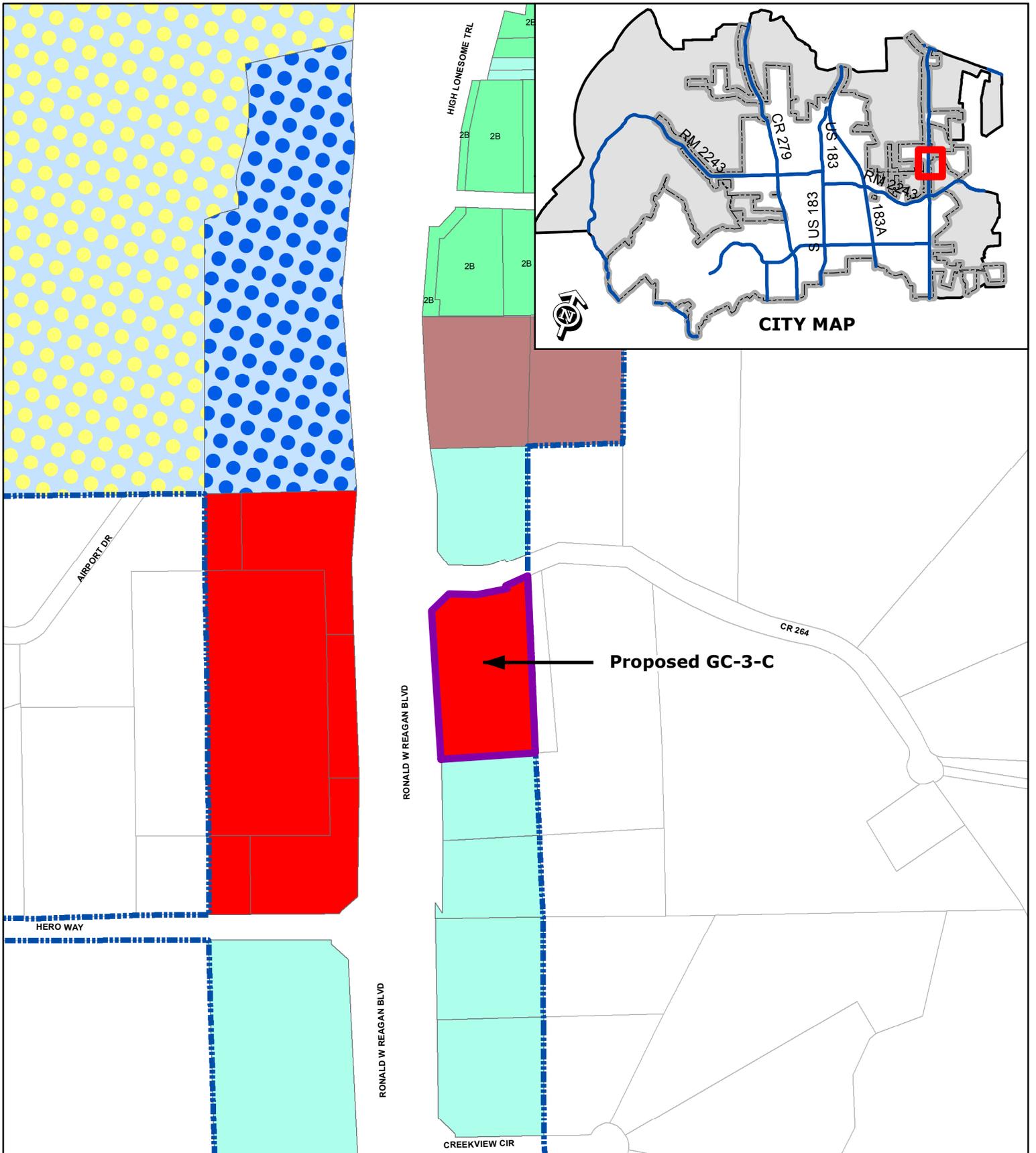
Current Zoning
17680 Ronald Regan Blvd



-  Subject Property
-  City Limits

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





ZONING CASE 15-Z-003

Attachment #4

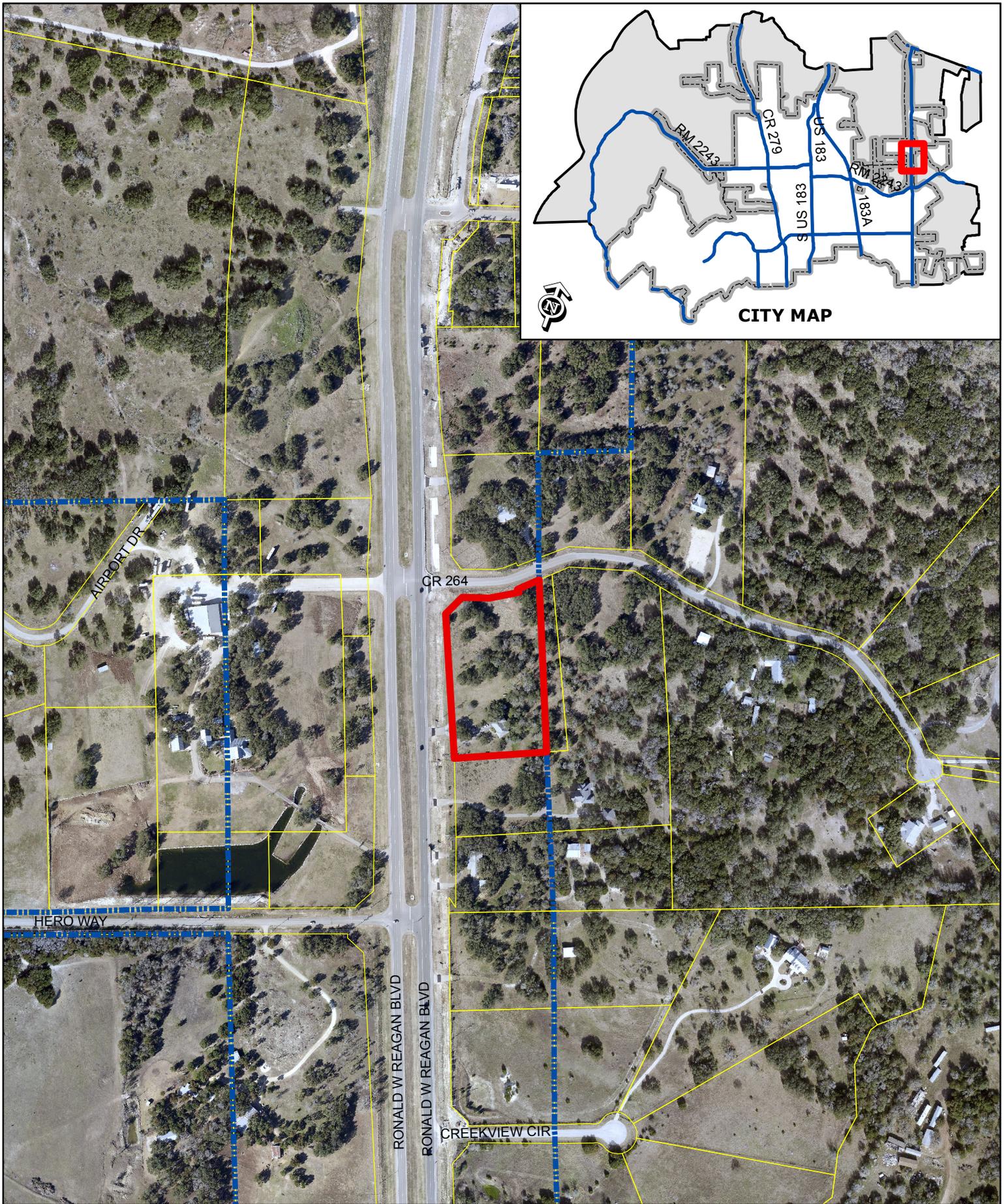
Proposed Zoning Map
17680 Ronald Reagan Blvd



-  Subject Property
-  City Limits

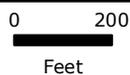
 SFR	 SFT	 GC
 SFE	 SFU/MH	 HC
 SFS	 TF	 HI
 SFU	 MF	 PUD
 SFC	 LO	
 SFL	 LC	

0 200
Feet



ZONING CASE 15-Z-003 Attachment #5

Aerial Exhibit - Approximate Boundaries
17680 Ronald Reagan Blvd



-  Subject Property
-  City Limits



Marci L. Cannon, Agent
Cell 512.422.5870
Office 512.331.4000
Fax 512.777.4533
13359 N. Hwy 183, Suite 406 #220
Austin TX 78750
Marcil@MarketplaceTexas.com
www.MarketplaceTexas.com

February 24, 2015

RE: ZONING CHANGE at 17680 Ronald Reagan Blvd

City of Leander Planning Department
104 North Brushy / PO Box 319
Leander, Texas 78646-0319

Dear Planning Department,

On behalf of the owners, Don and Joan Thomas, we respectively submit a GC-3-C zoning change for 17680 Ronald Reagan Blvd, Leander Tx 78641. This 4.38 acre site is located on the southeast corner of Ronald Reagan Blvd and CR 264. The property is currently zoned single family from the original Reagan annexation.

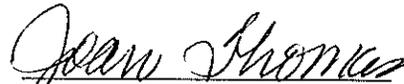
We are requesting a GC-3-C zoning to allow a convenience store with gas pumps on the hard corner for Phase 1 and Phase 2 would entail a retail/office on the remaining land with specific use to be determined upon market demand. We believe the GC-3-C use is aligned with the City's Comprehensive and Land Use Plans.

This property is located within a Town Center Node which requires 50% Regional Commercial/Retail and there is currently none in this node. There are no convenience stores on Reagan north of 1431 in Cedar Park to 195 in Georgetown - so demand already exists. The Town Center node calls for businesses to serve both the Leander community as well as the larger trade area outside of City limits. This will serve commuters from Leander, Liberty Hill, Georgetown and Cedar Park. With thousands of new residences currently under construction within a 2 mile radius the need for this service is further amplified.

We are aware of the new City guidelines regarding Gas Station design and we believe this site is well suited. There are only two neighbors within 200 feet and one is currently for sale as commercial.

We respectfully request your support and approval of this rezoning request.


Don Thomas


Joan Thomas


Marci Cannon, Project Agent
Marketplace Real Estate Group, LLC

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING OF A TRACT OF LAND FROM INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) TO GC-3-C (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following tract of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 3.309 acres, more or less, located at 17780 Ronald W Reagan Blvd, Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 3.309 acres out of Lot 1, Waldarra Estates; identified by tax identification number R372083; more particularly described in document number 2006016464 recorded in the Williamson County Official Public Records.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) as shown in Exhibit "A".

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

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

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

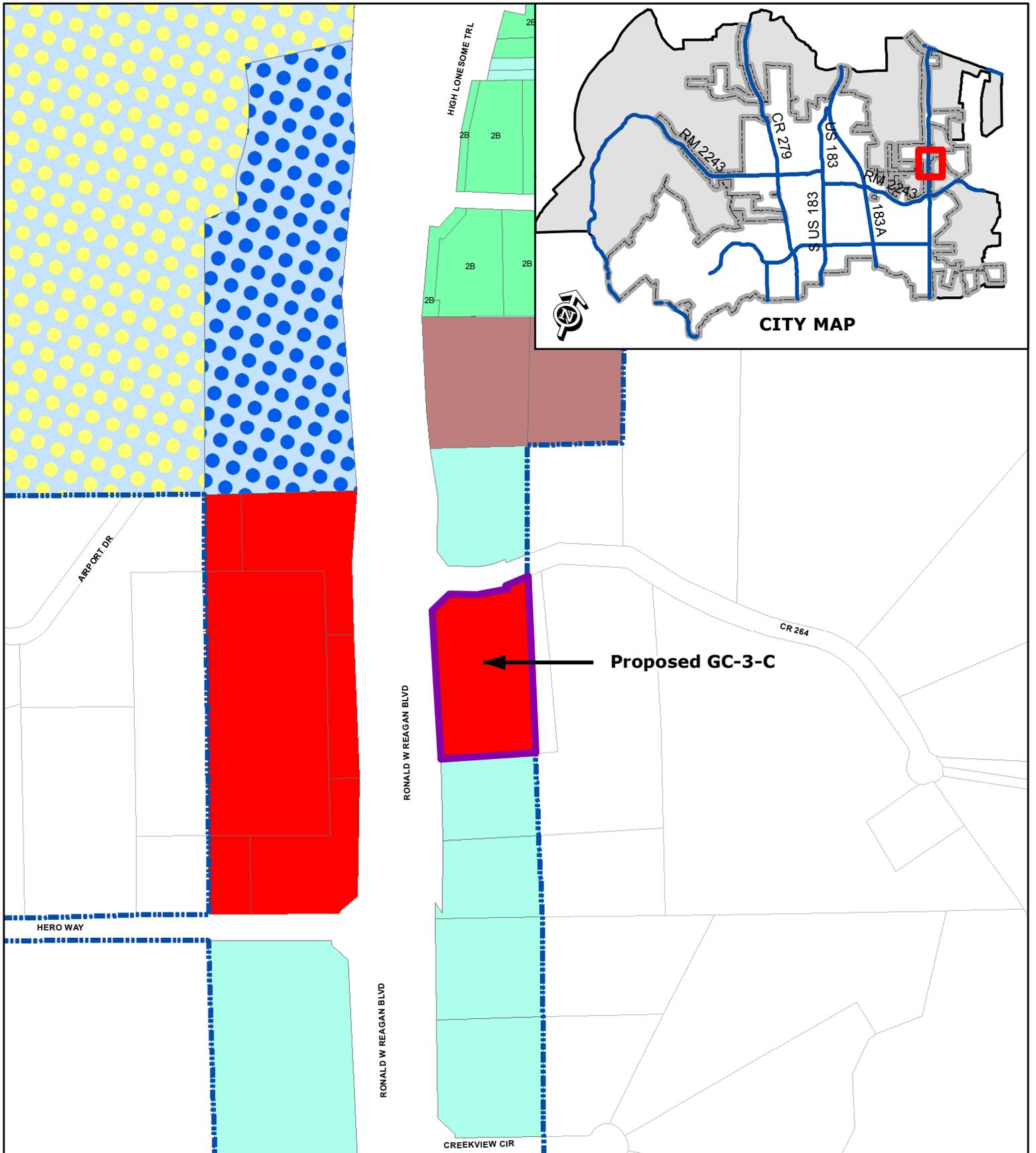
PASSED AND APPROVED on First Reading this the 2nd day of April, 2015.
FINALLY PASSED AND APPROVED on this the 16th day of April, 2015.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary



ZONING CASE 15-Z-003

Exhibit A

Zoning Map
17680 Ronald Reagan Blvd



	Subject Property		SFR		SFT		GC
	City Limits		SFE		SFU/MH		HC
			SFS		TF		HI
			SFU		MF		PUD
			SFC		LO		0 200 Feet
			SFL		LC		

Public Hearing

13. Subdivision Case 14-SFP-005: Hold a public hearing and consider action on Travisso, Phase 2, Section 2I, Short Form Final Plat, for approximately 10.023 acres, including Travis County Property ID #382583; generally located to the west of the northern terminus of Travisso Parkway, Leander, Travis County, TX. Applicant/Agent: David Smith, P.E. (Jay Engineering Company) on behalf of Travisso, LTD

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and it has staff approval.

b) Applicant Presentation

David Smith, P.E. was present for questions.

c) Open Public Hearing

Chairman Seiler opened the public hearing.

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

No discussion took place.

f) Consider Action

Vice Chair Stephenson moved to approve with staff recommendation, Commissioner Allen seconded the motion. Motion passed unanimously.

14. Zoning Case 15-Z-003: Hold a public hearing and consider action on the rezoning of a portion of a lot, for 3.309 acres more or less out of Lot 1 of the Waldarra Estates, located at 17680 Ronald W. Reagan Blvd., WCAD Parcel R372083. Currently, the property is zoned Interim SFS-2-B (Single-Family Suburban) and the applicant is proposing to zone the property GC-3-C (General Commercial), Leander, Williamson County, Texas. Applicant: Marci Cannon on behalf of Donald R. and Jean S. Thomas.

a) Staff Presentation

Martin Siwek, Planner, stated that staff reviewed the request and it has staff approval.

b) Applicant Presentation

Marci Cannon was present for questions.

c) Open Public Hearing

Chairman Seiler opened the public hearing.

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Vice Chair Stephenson moved to approve an alternative recommendation of GC-3-A (General Commercial), Commissioner Allen seconded the motion. Motion passed unanimously.

15. Meeting Adjourned at **7:31 p.m.**

Chairman Seiler

ATTEST:

Ellen Pizalate, P & Z Secretary



Executive Summary

March 27, 2015

Agenda Subject: Public Hearing and Action Concerning the acceptance of the Community Wildfire Protection Plan (CWPP) and authorize submitting of the Hazard Mitigation Plan (HMP) to the Federal Emergency Management Agency for review and approval.

Background: As part of an effort to identify and reduce potential hazards and dangers both natural and manmade disaster, the Office of emergency management has worked with a local citizens committee, state and federal agencies, local government and special districts to develop a plan to reduce this risk and increase our resilience to the effects of a disaster. This plan will be the first localized plan in Williamson County that is not part of a generic plan covering an area but a plan for our city. This plan is also the first in the region to have a CWPP as part of the plan.

Origination: Bill Gardner, Fire Chief

Recommendation: Staff recommends Council approve the CWPP and authorize submittal of the HMP to FEMA for review and approval.

Attachments: Link to documents for review

https://www.leandertx.gov/sites/default/files/fileattachments/fire_department/page/210/review_copy.pdf

or

<http://goo.gl/dIVwZ2>

Prepared by: Bill Gardner



Executive Summary

April 02, 2015

Agenda Subject: Discussion and possible action to approve a development agreement between the City of Leander and Leander Capital, LLC for 39.25 acres more or less, generally located to the northwest of the intersection of Woodview Drive and 183A Toll Road. Encompassing the property known as the Leander Crossing Subdivision within the city limits of the City of Leander, Williamson County, Texas.

Background: The Subdivision Ordinance does not permit the installation of overhead utility lines. Due to the phasing of this project, there will be no platted right-of-way for PEC to place the required electric facilities. The applicant has requested the City Council to allow the construction of a temporary overhead, three-phase power line from the existing Crystal Crossing Subdivision through the future Phase 2 of the Leander Crossing Subdivision. This temporary line will provide power to the first phase of the project. The applicant will be working with PEC to find a permanent solution that will also comply with the City's requirement that all utility lines are underground. The removal and replacement of the temporary line will be prior to the completion of the subdivision improvements associated with Phase 2.

Origination: Applicant: Chris Lynch (Gehan Homes) on behalf Leander Capital, LLC

Financial Consideration: None.

Recommendation: Staff recommends approval of the development agreement.

AGENDA ITEM #16

Attachments:

1. Development Agreement
2. Exhibit A – Field Notes
3. Exhibit B – Proposed Overhead Utilities
4. Location Exhibit

Prepared By:

Tom Yantis, AICP
Assistant City Manager

02/06/2015

DEVELOPMENT AGREEMENT FOR LEANDER CROSSING

This Development Agreement for Leander Crossing (the “Agreement”) is made, entered into and effective as of **April 02, 2015** (the “Effective Date”) by the City of Leander, a Texas home-rule, and Leander Capital, LLC, a Texas limited liability company (the “Developer”). The City and the Developer are herein referred to together as the “Parties”.

Recitals

Whereas, the Developer owns that certain property described in **Exhibit “A”**, attached hereto and incorporated herein for all purposes (the “Property”), which the Developer is developing as a subdivision known as Leander Crossing (the “Subdivision”);

Whereas, Section 47, Chapter 10, City of Leander Code of Ordinances, the City’s subdivision ordinance, requires that electric utilities lines be installed underground (the “Regulation”);

Whereas, the Developer desires to install a temporary overhead, three-phase electric power line to serve Leander Crossing Phase 1 because, due to the phasing of the Subdivision, there will be no platted right-of-way for PEC to place electric facilities, and the temporary overhead lines will allow for the Subdivision to have power before Phase 2 is constructed and platted;

Whereas, the City is agreeable to allowing the Developer to install a temporary overhead power line to serve Leander Crossing Phase 1 under the terms and conditions set forth in this Agreement;

Whereas, the Property was subject to that certain Development and Reimbursement Agreement for the Leander Crossing dated effective as of February 5, 2008 (the “Development and Reimbursement Agreement”) between and among the City, the Betz Company, a Texas corporation (the “Original Developer”), the Leander Development Authority, a Texas non-profit corporation formed pursuant to Subchapter D, Chapter 431, Texas Transportation Code, and the City Charter of the City of Leander (the “Authority”), and Reinvestment Zone Number One, of the City of Leander, Texas (the “TIRZ #1”); and

Whereas, the Development and Reimbursement Agreement has expired and terminated, and the Parties to this Agreement and the parties to the Development and Reimbursement Agreement desire to document such expiration and termination;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

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

Section 2. Consideration. The benefits to the Parties are set forth in the recitals, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 3. Electric Utility Infrastructure for Leander Crossing Phase 1. The Developer may

install a temporary overhead three-phase electric power line from the existing Crystal Crossing subdivision through the future Phase 2 of Leander Crossing along a route approved by the City and Pedernales Electric Cooperative (“PEC”) to serve Leander Crossing Phase 1 (the “Temporary Line”), and generally shown in **Exhibit “B”**. The Temporary Line shall be designed, constructed, and installed in accordance with good engineering practices, plans and specifications approved by the City and PEC, and applicable local, state, and federal regulations, with the exception of the Regulation. The Temporary Line shall provide electric utility service on a temporary basis to Leander Crossing Phase 1. The Developer shall remove and replace the Temporary Line with an underground electric power utility line on or before the deadline for completion of the subdivision improvements for Leander Crossing Phase 2. The underground electric power utility line shall be constructed in accordance with good engineering practices, plans and specifications approved by the City and PEC, and applicable local, state, and federal regulations, including the Regulation (the “Permanent Line”). The City will not accept dedication or conveyance of subdivision improvements for Leander Crossing Phase 2 until the Developer has removed the Temporary Line and has completed and obtained acceptance of the Permanent Line. Future phases of Leander Crossing may not be developed until Leander Crossing Phase 2 is completed and accepted by the City. Any fiscal surety that is posted to guarantee completion of improvements in Leander Crossing Phase 2 as required by the Subdivision Ordinance to allow for approval and recordation of a final plat for Leander Crossing Phase 2 shall include 110% of the estimated cost of removing the Temporary Line and installing the Permanent Line. The Temporary Line shall be removed and the Permanent Line shall be completed within twenty-four (24) months from the date the City accepts the improvements for Leander Crossing Phase 1.

Section 4. Termination of the Development and Reimbursement Agreement. The Parties to this Agreement, the Original Developer, the Authority, and TIRZ #1 hereby acknowledge and agree that the Development and Reimbursement Agreement is expired, terminated, and no longer in effect. The Original Developer, the Authority, and TIRZ #1 execute this Agreement for the sole purpose of acknowledging the termination of the Development and Reimbursement Agreement.

Section 5. Assignment of Commitments and Obligations. Developer’s rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.

Section 6. Term; Termination.

- (a) The term of this Agreement continue until the Developer has removed and replaced the Temporary Line with the Permanent Line as required in Section 3 above.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer fails to comply with this Agreement or fails to meet any deadlines imposed by this Agreement or the City’s ordinances subject to the notice and cure provisions in Section 7.

Section 7. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such

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

Section 8. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 9. Attorneys Fees. A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

Section 10. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 11. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

Section 12. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

Leander Capital, LLC
Two Addison Circle
15725 N. Dallas Parkway, Suite 300
Addison, Texas 75001
Attn: Timothy E. Gehan

with copy to:

Gehan Homes, Ltd.
Barton Creek Plaza III
3815 S. Capital of Texas Highway
Suite 275
Austin, Texas 78704
Attn: John Damrich

with copy to:

Nathan M. Rosen, P.C.
One Bent Tree Tower

16475 Dallas Parkway, Suite 660
Addison, Texas 75001
Attn: Nathan M. Rosen

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

Section 13. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement to the extent such are allowed under Texas law, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 14. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 15. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 16. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 17. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 18. Binding Obligations; Recordation. This Agreement shall be binding upon and

inure to the benefit of the parties, their successors, and assigns. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

Section 19. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 20. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

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

[Signature Pages Follow]

CITY:

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

Attest:

By: _____
Name: Debbie Haile
Title: City Secretary

By: _____
Name: Christopher Fielder
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2015, by Christopher Fielder, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:
Leander Capital, LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2015, by _____, _____ of Leander Capital, LLC, a Texas limited liability company, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

THE AUTHORITY:
Leander Development Authority
a Texas non-profit corporation

Attest:

By: _____
Name: Debbie Haile

By: _____
Name: Kent Cagle
Title: President

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2015, by Kent Cagle, President, Leander Development Authority, a Texas non-profit corporation formed pursuant to Subchapter D, Chapter 431, Texas Transportation Code, and the City Charter of the City of Leander, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

TIRZ #1:
Reinvestment Zone Number One, City of
Leander

Attest:

By: _____
Name: Debbie Haile

By: _____
Name: Kent Cagle
Title: President

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2015, by Kent Cagle, President, Reinvestment Zone Number One, City of Leander on behalf of said reinvestment zone.

(SEAL)

Notary Public, State

ORIGINAL DEVELOPER:
Betz Company, a Texas corporation

By: _____
Name: Ryan Betz
Title: President

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2015, by Ryan Betz, President of the Betz Company, a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

EXHIBIT "A"

Description of Tracts

EXHIBIT "B"

Temporary Line

EXHIBIT "A"

LEGAL DESCRIPTION

BEING 39.25 ACRES OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NUMBER 6, IN WILLIAMSON COUNTY, TEXAS AND BEING OUT OF FOUR TRACTS CONVEYED TO LEANDER DEVELOPERS 4, LTD.: A 50.00 ACRE TRACT, DESCRIBED IN EXHIBIT "A" AND A 5.00 ACRE TRACT, DESCRIBED IN EXHIBIT "C" OF DOCUMENT NUMBER 2005077774 AND A 1.23 ACRE TRACT CONVEYED BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2006041056 AND A 0.26 OF ONE ACRE TRACT CONVEYED BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2006041057; ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALSO BEING OUT OF A 6.938 ACRE REMAINDER OF A 10.00 ACRE TRACT CONVEYED TO CAROLYN R. LEAVITT, TRUSTEE OF THE WILEY JOSEPH LEAVITT DECEDENT'S TRUST BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2013039997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the west line of said 50.00 acre tract and being the northeast corner of Lot 16, Block A, Overlook Estates Section 2; a subdivision of record in Cabinet R, Slide 213 of the Plat Records of Williamson County, Texas and being in the south right-of-way line of Hidden Trail (60' R.O.W.);

THENCE North 19°34'57" West (record: North 19°01'30" West), along the west line of the 50.00 acre tract, the east line of the area designated as right-of-way for Hidden Trail and the east line of Lots 18, 17, 16 and 15, Block C, Overlook Estates Section 2, passing at a distance of 653.15 feet a calculated point for the northwest corner of the 50.00 acre tract, being the southwest corner of said 5.00 acre tract and continuing along the west line of the 5.00 acre tract, the east line of said Lot 15, Block C, Overlook Estates Section 2 and the east line of a 118.92 acre tract of land conveyed to James M. Zanzi, Trustee of the James M. Zanzi Revocable Trust by instrument of record in Document Number 2011001781 of the Official Public Records of Williamson County, Texas for a total distance of 781.38 feet to a 1/2" rebar set with plastic cap, which reads "Baseline, Inc." for the northwest corner of the 5.00 acre tract and being the southwest corner of the remainder of a 30.00 acre tract of land conveyed to LWB Joint Venture by instrument of record in Document Number 9921051 (filed as Document Number 1999021051) of the Official Public Records of Williamson County, Texas; from which a 1/2" rebar found for an angle point in the west line of said remainder of a 30.00 acre tract and the east line of said 118.92 acre tract bears North 19°34'57" West a distance of 589.39 feet (record: North 19°01'30" West a distance of 589.60 feet);

THENCE North 70°20'15" East (record: North 70°51'30" East), along the north line of the 5.00 acre tract and the south line of the remainder of a 30.00 acre tract a distance of 999.84 feet to a 1/2" rebar set with plastic cap, which reads "Baseline, Inc."; from which a 1/2" rebar found with cap, which reads "Sam, Inc." in the north line of the 5.00 acre tract, being the southeast corner of the remainder of a 30.00 acre tract and being in the west right-of-way line of U.S. Highway 183-A (R.O.W. varies) bears North 70°20'15" East (record: North 70°51'30" East) a distance of 694.41 feet;

THENCE South 19°38'06" East, crossing through the 5.00 acre tract, passing at a distance of 128.23 feet a calculated point in the south line of the 5.00 acre tract, being the north line of the 50.00 acre tract and continuing through the 50.00 acre tract for a total distance of 478.80 feet to a 1/2" rebar set with plastic cap, which reads "Baseline, Inc.";

THENCE North 71°03'13" East, continuing through the 50.00 acre tract, passing at a distance of 697.60 feet a calculated point in the east line of the 50.00 acre tract and being in the west line of said 1.23 acre tract and continue across said 1.23 acre tract 34.06 feet further to a calculated point in the east line of the 1.23 acre tract, being the west line of said 0.26 of one acre tract and continuing for a total distance of 756.13 feet to a 1/2" rebar set with plastic cap, which reads "Baseline, Inc." in the east line of the 0.26 of one acre tract and being in said west right-of-way line of US 183-A;

THENCE South 26°49'15" East (record: South 26°55'39" East), along the east line of the 0.26 of one acre tract and the west right-of-way line of US 183-A a distance of 60.57 feet to a 1/2" rebar set with plastic cap, which reads "Baseline, Inc.";

THENCE South 71°03'13" West, crossing through the 0.26 of one acre tract, passing at a distance of 31.33 feet a calculated point in the west line of the 0.26 of one acre tract, being the east line of the 1.23 acre tract and continue through the 1.23 acre tract 34.81 feet further to a calculated point in the west line of the 1.23 acre tract, being the east line of the 50.00 acre tract and continuing through the 50.00 acre tract for a total distance of 763.70 feet to a 1/2" rebar set with plastic cap, which reads "Baseline, Inc.";

THENCE South 19°38'06" East, continuing through the 50.00 acre tract and passing at a distance of 871.52 feet a 1/2" rebar set with plastic cap, which reads "Baseline, Inc." in the south line of the 50.00 acre tract and being in the north line of said 6.938 acre remainder of a 10.00 acre tract; from which a 1/2" rebar found for the southeast corner of the 50.00 acre tract and being in the north line of a 3.00 acre Save and Except tract from said 10.00 acre tract, as described in said Document Number 2013039997 of the Official Public Records of Williamson County, Texas bears North 70°19'35" East (record: North 70°21' East) a distance of 696.98 feet and continuing through the 6.938 acre remainder of a 10.00 acre tract 252.93 feet further for an total distance of 1124.45 feet to a 1/2" rebar set with plastic cap, which reads "Baseline, Inc." in the south line of the 6.938 acre remainder of a 10.00 acre tract and being in the north line of a 3.63 acre tract of land conveyed to Albertina Polo by instrument of record in Document Number 2008015738 of the Official Public Records of Williamson County, Texas;

THENCE South 70°19'35" West (record: South 71°21' West), along the south line of the 6.938 acre remainder of a 10.00 acre tract and the north line of said 3.63 acre tract, passing at a distance of 0.90 feet a 1/2" rebar found for the northwest corner of the 3.63 acre tract, being the northeast corner of the remainder of a 59.702 acre tract of land conveyed to KB Home Lone Star Inc. by instrument of record In Document Number 2010062623 of the Official Public Records of Williamson County, Texas and continuing along the south line of the 6.938 acre remainder of a 10.00 acre tract and the north line of said remainder of a 59.702 acre tract, passing at a cumulative distance of 521.75 feet a 1/2" rebar found with cap, which reads "AST" for the northwest corner of the remainder of a 59.702 acre tract and being the northeast corner of Lot 4, Block D, Ridgewood North; a subdivision of record in Cabinet V, Slide 53 of the Plat Records of Williamson County,

Texas and continuing along the south line of the 6.938 acre remainder of a 10.00 acre tract and the north line of said Block D, Ridgewood North, the north line of the area designated as right-of-way for Ridgewood Drive (50' R.O.W.) in the plat of Ridgewood North and Lot 10, Block C, Ridgewood North for a total distance of 999.84 feet to a 1/2" rebar set for the southwest corner of the 6.938 acre remainder of a 10.00 acre tract and being in the north line of said Lot 10, Block C, Ridgewood North and also being the southeast corner of the area designated as right-of-way for Woodview Drive; from which a 1/2" rebar found for the northwest corner of Lot 10, Block C, Ridgewood North and being the northeast corner of Lot 28, Block K of Oak Ridge Section II; a subdivision of record in Cabinet H, Slide 344 of the Plat Records of Williamson County, Texas bears South 69°37'14" West a distance of 32.86 feet (record: South 79°47'40" West a distance of 31.85 feet);

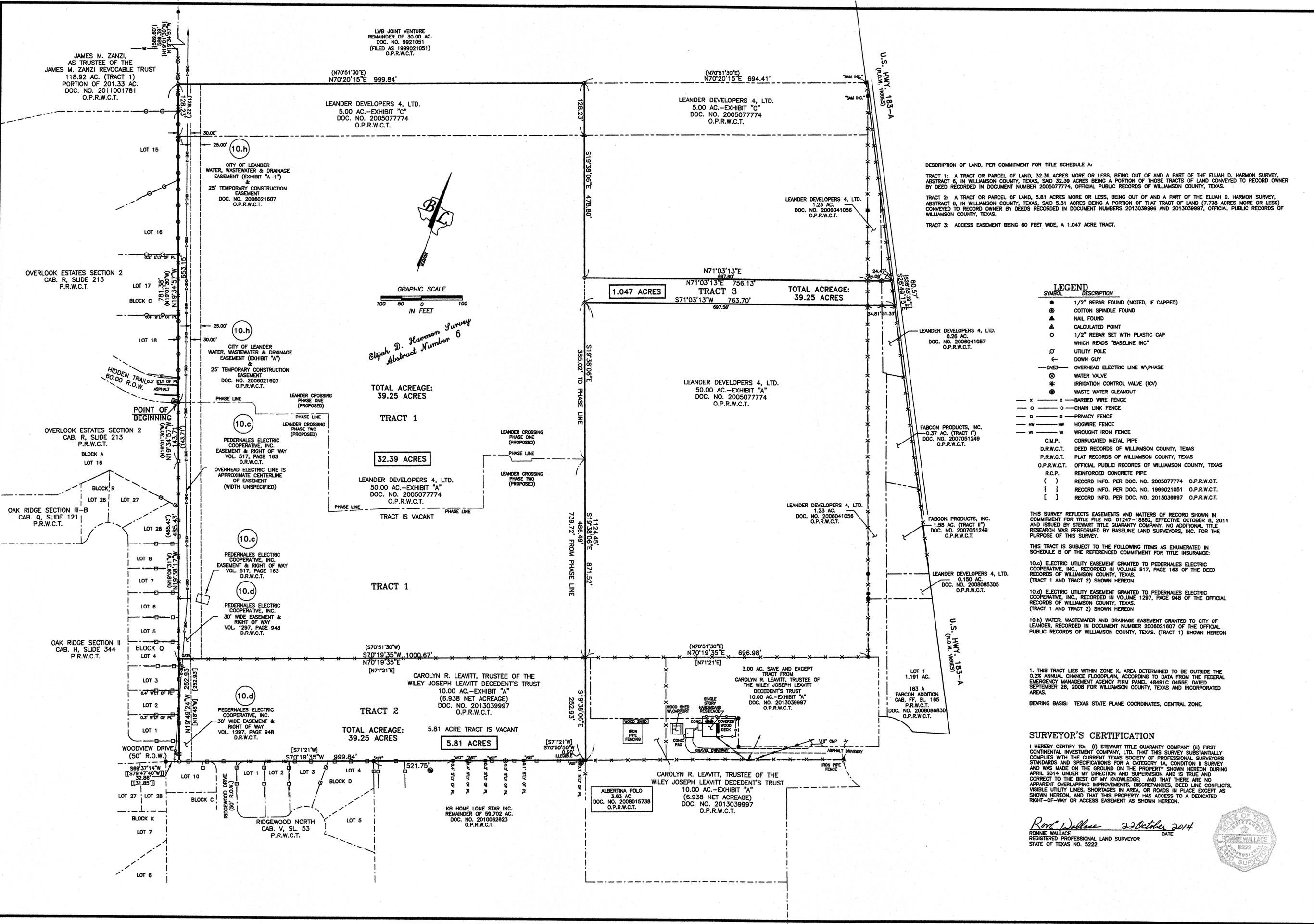
THENCE North 19°49'24" West (record: North 18°48' West), along the west line of the 6.938 acre remainder of a 10.00 acre tract and the east line of Lots 1, 2, 3 and 4, Block Q of said Oak Ridge Section II a distance of 252.93 feet (record: 252.93 feet) to a 1/2" rebar found for the southwest corner of the 50.00 acre tract and being the northwest corner of a 6.938 acre remainder of a 10.00 acre tract conveyed to Carolyn R. Leavitt, Trustee of the Wiley Joseph Leavitt Decedent's Trust by instrument of record in Document Number 2013039997 of the Official Public Records of Williamson County, Texas and also being in the east line of Lot 4, Block Q, Oak Ridge Section II

THENCE North 19°38'17" West (record: North 19°09'31" West), along the west line of the 50.00 acre tract and the east line of said Lot 4 and Lots 5, 6, 7 and 8 of said Block Q, Oak Ridge Section II, the east line of Lot 28, Block R, Oak Ridge Section III-B; a subdivision of record in Cabinet Q, Slide 121 of the Plat Records of Williamson County, Texas and along the east line of Lot 16, Block A, Overlook Estates Section 2 a distance of 485.43 feet (record: 485.43 feet) to a 1/2" rebar set with plastic cap, which reads "Baseline, Inc.";

THENCE North 19°34'57" West (record: North 19°01'30" West), continuing along the west line of the 50.00 acre tract, the east line of said Lot 16, Block A, Overlook Estates Section 2 a distance of 143.71 feet to the POINT OF BEGINNING.

LAND TITLE SURVEY OF 39.25 ACRES OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NUMBER 6 IN WILLIAMSON COUNTY, TEXAS AND BEING OUT OF FOUR TRACTS CONVEYED TO LEANDER DEVELOPERS 4, LTD. A 50.00 ACRE TRACT, DESCRIBED IN EXHIBIT "A" AND A 5.00 ACRE TRACT, DESCRIBED IN EXHIBIT "C" OF DOCUMENT NUMBER 2005077774 AND A 1.23 ACRE TRACT CONVEYED BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2006041056 AND A 0.26 OF ONE ACRE TRACT CONVEYED BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2006041067; ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALSO BEING OUT OF A 6.938 ACRE REMAINDER OF A 10.00 ACRE TRACT CONVEYED TO CAROLYN R. LEAVITT, TRUSTEE OF THE WILEY JOSEPH LEAVITT DECEDENT'S TRUST IN DOCUMENT NUMBER 2013039997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

File: S:\Projects\Leander County\Title Survey\1014 Leander County\Title Survey.dwg	Date: 10/22/15
Layer: State	Scale (Hor.): 1"=100'
Scale (Ver.):	Checked By: JSL
Drawn By: RLW	Revision 1:
Revision 2:	Revision 3:
Revision 4:	



DESCRIPTION OF LAND, PER COMMITMENT FOR TITLE SCHEDULE A:
 TRACT 1: A TRACT OR PARCEL OF LAND, 32.39 ACRES MORE OR LESS, BEING OUT OF AND A PART OF THE ELIJAH D. HARMON SURVEY, ABSTRACT 6, IN WILLIAMSON COUNTY, TEXAS, SAID 32.39 ACRES BEING A PORTION OF THOSE TRACTS OF LAND CONVEYED TO RECORD OWNER BY DEED RECORDED IN DOCUMENT NUMBER 2005077774, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
 TRACT 2: A TRACT OR PARCEL OF LAND, 5.81 ACRES MORE OR LESS, BEING OUT OF AND A PART OF THE ELIJAH D. HARMON SURVEY, ABSTRACT 6, IN WILLIAMSON COUNTY, TEXAS, SAID 5.81 ACRES BEING A PORTION OF THAT TRACT OF LAND (7.738 ACRES MORE OR LESS) CONVEYED TO RECORD OWNER BY DEEDS RECORDED IN DOCUMENT NUMBERS 2013039996 AND 2013039997, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
 TRACT 3: ACCESS EASEMENT BEING 60 FEET WIDE, A 1.047 ACRE TRACT.

LEGEND

SYMBOL	DESCRIPTION
●	1/2" REBAR FOUND (NOTED, IF CAPPED)
⊙	COTTON SPINDLE FOUND
▲	NAIL FOUND
△	CALCULATED POINT
○	1/2" REBAR SET WITH PLASTIC CAP WHICH READS "BASELINE INC"
⊕	UTILITY POLE
⊖	DOWN GUY
—O—O—	OVERHEAD ELECTRIC LINE W/PHASE
⊕	WATER VALVE
*	IRRIGATION CONTROL VALVE (ICV)
⊕	WASTE WATER CLEANOUT
—x—x—	BARBED WIRE FENCE
—o—o—	CHAIN LINK FENCE
—□—□—	PRIVACY FENCE
—HW—HW—	HOOGWIRE FENCE
—W—W—	WROUGHT IRON FENCE
C.M.P.	CORRUGATED METAL PIPE
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
R.C.P.	REINFORCED CONCRETE PIPE
()	RECORD INFO. PER DOC. NO. 2005077774 O.P.R.W.C.T.
{ }	RECORD INFO. PER DOC. NO. 1999021051 O.P.R.W.C.T.
[]	RECORD INFO. PER DOC. NO. 2013039997 O.P.R.W.C.T.

THIS SURVEY REFLECTS EASEMENTS AND MATTERS OF RECORD SHOWN IN COMMITMENT FOR TITLE FILE NO. 01247-18852, EFFECTIVE OCTOBER 8, 2014 AND ISSUED BY STEWART TITLE GUARANTY COMPANY, NO ADDITIONAL TITLE RESEARCH WAS PERFORMED BY BASELINE LAND SURVEYORS, INC. FOR THE PURPOSE OF THIS SURVEY.
 THIS TRACT IS SUBJECT TO THE FOLLOWING ITEMS AS ENUMERATED IN SCHEDULE B OF THE REFERENCED COMMITMENT FOR TITLE INSURANCE:
 10.c) ELECTRIC UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 517, PAGE 163 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (TRACT 1 AND TRACT 2) SHOWN HEREON
 10.d) ELECTRIC UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 1297, PAGE 948 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (TRACT 1 AND TRACT 2) SHOWN HEREON
 10.h) WATER, WASTEWATER AND DRAINAGE EASEMENT GRANTED TO CITY OF LEANDER, RECORDED IN DOCUMENT NUMBER 2006021807 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (TRACT 1) SHOWN HEREON

1. THIS TRACT LIES WITHIN ZONE X, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO DATA FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM PANEL 48491C 0455E, DATED SEPTEMBER 28, 2008 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
 BEARING BASIS: TEXAS STATE PLANE COORDINATES, CENTRAL ZONE.

SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY TO: (1) STEWART TITLE GUARANTY COMPANY (2) FIRST CONTINENTAL INVESTMENT COMPANY, LTD. THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY AND WAS MADE ON THE GROUND ON THE PROPERTY SHOWN HEREON DURING APRIL 2014 UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THAT THERE ARE NO APPARENT OVERLAPPING IMPROVEMENTS, DISCREPANCIES, DEED LINE CONFLICTS, VISIBLE UTILITY LINES, SHORTAGES IN AREA, OR ROADS IN PLACE EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A DEDICATED RIGHT-OF-WAY OR ACCESS EASEMENT AS SHOWN HEREON.

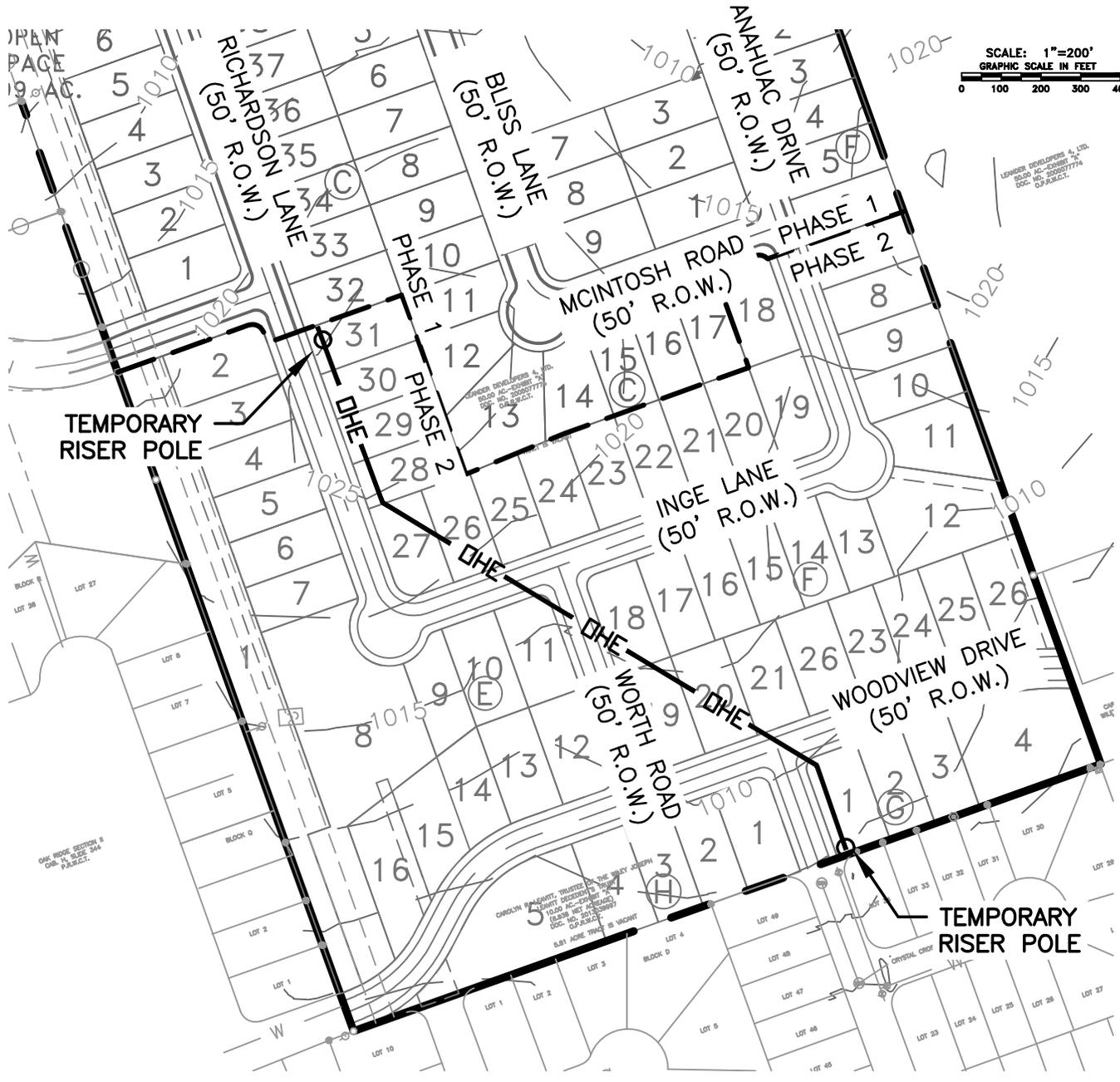
Ron Wallace 22 October 2014
 RONNIE WALLACE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 5222



LEANDER CROSSING PH.1 EXHIBIT 'B'



SCALE: 1"=200'
GRAPHIC SCALE IN FEET
0 100 200 300 400



— DHE — TEMPORARY OVERHEAD THREE PHASE ELECTRIC LINE

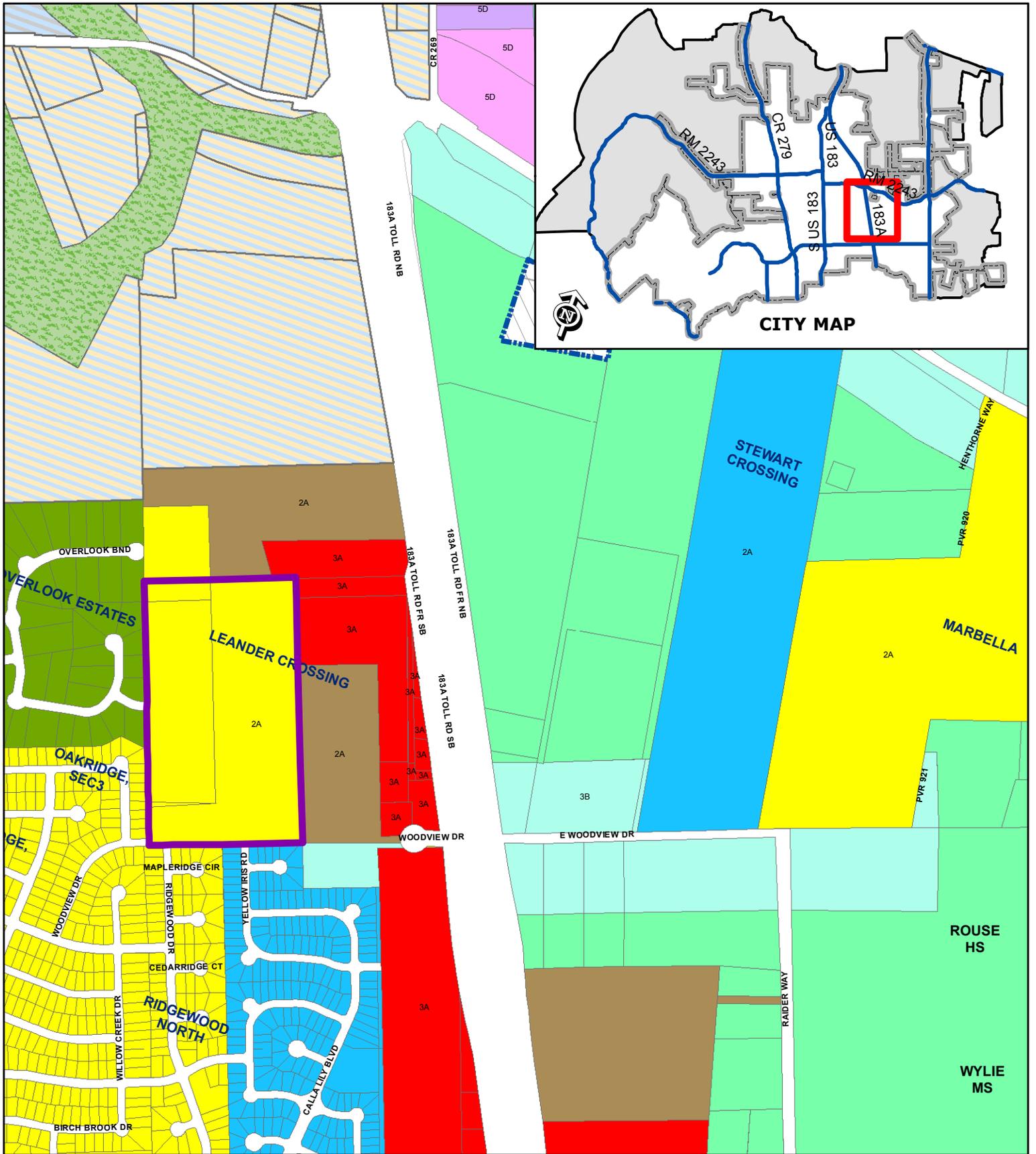
*EXHIBIT IS FOR INFORMATIONAL PURPOSES ONLY. ACTUAL ELECTRIC DESIGN TO BE PROVIDED BY OTHERS

DATE:	03/09/2015	DRAWN BY:	MC
SCALE:	AS SHOWN	CHECKED BY:	AB



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

Date: Mar 09, 2015 - 4:17pm User: aberry File: H:\Projects\1583 Cehan Homes\10795 Leander Crossing\CAD\EXHIBITS\10795-TEMP ELEC.dwg



Development Agreement

Attachment #4

Location Exhibit
Leander Crossing

-  Subject Property
-  City Limits

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

