



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

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



Thursday ~ May 21, 2015 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette (Mayor Pro Tem)
Place 2 – Michelle Stephenson
Place 3 – Shanan Shepherd

Place 4 – Ron Abruzzese
Place 5 – Jeff Seiler
Place 6 – Troy Hill
City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
Peter Horn with Hill Country Bible Church will deliver the invocation
Posting of Colors by the Leander Honor Guard
2. Roll Call
3. Recognition of Kirsten Lynch and David Siebold for their service to the City of Leander
4. Swearing in of Council Members: Mayor, Place 2, Place 3, Place 4 and Place 6 by Judge Riedel
Council will break at this time for a short reception
5. Staff Comments
6. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins

CONSENT AGENDA: ACTION

7. Approval of the minutes: May 7, 2015
8. Dedication and Acceptance of Subdivision Infrastructure Improvements for the Bluff at Crystal Falls, Section 3, Phase 3A
9. Dedication and Acceptance of Subdivision Infrastructure Improvements for Reagan's Overlook Phase Two
10. License Agreement for the installation and maintenance of parking area and drive aisles located within the City right-of-way.

PUBLIC HEARING: ACTION

11. **Public Hearing** on Zoning Case 15-Z-008: Consider a zoning change for 5.84 acres, more or less, for the properties located at 10800 and 10804 East Crystal Falls Parkway from SFS-2-B, Single Family Suburban and SFR-1-B, Single Family Rural to LO-2-B, Local Office, Leander, Williamson County, Texas. Applicant: David Singleton on behalf of Ron Barnett

Action on Zoning Case 15-Z-008: amending Ordinance #05-018, the Composite Zoning Ordinance for the properties located at 10800 and 10804 East Crystal Falls Parkway, Leander, Williamson County, Texas

REGULAR AGENDA

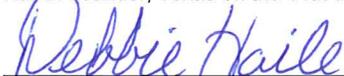
12. a. Consideration and possible action on consenting to the Assignment and Assumption of Development Agreement for the Randall's Food Store and Shopping Center from Property Development Centers, LLC to Crystal Falls Shopping Center, LLC
- b. Consideration and possible action on consenting to the Assignment and Assumption of Development Agreement for the Randall's Food Store and Shopping Center from Crystal Falls Shopping Center, LLC to Cypress Acquisitions, LLC
13. Presentation by Williamson County Commissioner, Valerie Covey, and Animal Shelter Director, Cheryl Schneider, on the Expansion of the Williamson County Animal Shelter
14. Consider Agreement for Purchase and Ownership Transfer of Certain Waterline Improvements between the City of Leander and the City of Cedar Park for \$250,000.00
15. Consider Award of Construction Contract for Bagdad Road Traffic Signal Project
16. Consider Board Member Appointments to the Planning & Zoning Commission and Parks and Recreation Advisory Board
17. Consider Council Liaison appointments to the Comprehensive Plan Steering Committee, Economic Development Board, and Public Arts Commission
18. Consider Appointments to the Capital Area Council of Governments (CAPCOG) Board
19. Consider Appointments to the Board Selection Committee
20. Consider Agreed Order with TCEQ, Docket No. 2015-0445-WQ-E

EXECUTIVE SESSION

21. Convene into executive session pursuant to Section 551.072, Texas Government Code, to deliberate the value and acquisition of real property for a fire station
22. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the value and acquisition of real property for a fire station
23. Consideration and possible action on an Earnest Money Contract with Jimmie Anderson and Dorothy Anderson for the purchase of approximately 3.046 acres
24. Council Members Closing Statements
25. 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 14th day of May, 2015 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.



Debbie Haile, TRMC, City Secretary



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

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



Thursday ~ May 07, 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 – Vacant

Place 6 – David Siebold

City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
Posting of Colors by the Leander Honor Guard
Mayor Fielder opened the meeting at 7:00pm and welcomed those in attendance
Mayor Pro Tem Navarrette delivered the invocation
The Leander Honor Guard posted the colors and led the Pledges of Allegiance
2. Roll Call
All present
3. Staff Comments
Police Chief Minton introduced Angela Tidwell with TxDot who presented the city with a \$3000.00 check for the Impaired Driving Mobilization Grant
Kent Cagle, City Manager introduced Mark Willis, Economic Development Director
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins
No citizen comments
Mayor Fielder announced that today is Council Member Lynch's birthday
5. Proclamation recognizing "National Police Week 2015"
Sponsored by Police Chief Minton
Mayor Pro Tem Navarrette read the Proclamation

CONSENT AGENDA: ACTION

6. Approval of the minutes: April 16, 2015
7. Approval of a Special Permit for the Williamson County Amateur Radio Club to use Devine Lake Park for Field Day, June 26-28, 2015
8. Award of Contract for Managed Network Services
9. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Connelly's Crossing, Phase 2

10. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Cold Springs, Section 7
11. Consider an Ordinance amending Article 13.02.004 governing voluntary disconnection of Utilities and prescribing changes in refund policies
12. Consider a one-time only exception to the Personnel Policy to allow for employees to donate vacation time

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

PUBLIC HEARING: ACTION

13. **Public Hearing** on Zoning Case # 15-Z-007: Consider a zoning change for 1.7 acres, more or less, of Lot 1, Block A of the Village Subdivision, located at 801 Apache Trail, from GC-3-C, General Commercial, to MF-2-B, Multi-Family, Leander, Williamson County, Texas
Applicant: Josh Becker on behalf of Mike O'Dell
Tom Yantis, Asst. City Manager explained

**Bill Russell – 1131 Ironhorse – spoke against
Kelli Brown - 603 Sioux Trail – spoke against
Shooter Russell - 1131 Ironhorse – spoke against
John Frimeter - 2502 Cheyenne – spoke against
Ramon Ruiz – 2501 Cheyenne – spoke against
David Ramos - 2405 Tejas Trail – spoke against
Lisa Ramos – 2405 Tejas Trail – spoke against
Thomas Brown - 603 Sioux Trail – spoke against
Sid Basari – property owner – spoke for**

Action on Zoning Case # 15-Z-007: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located at 801 Apache Trail, Leander, Williamson County, Texas

Motion made by Council Member Siebold to deny the request. Second by Council Member Lynch. Motion passes, all voting “aye”

14. **Public Hearing** on Subdivision Variance Case #15-VA-003: Consider a request for a variance to Article III, Sec. 42(e) of the Subdivision Ordinance regarding sidewalk requirements for the property legally described as Lot 6 of the Kittie Hill Acres Subdivision, located at 500 Winding Oak Trail, Leander, Williamson County, Texas
Applicant: David Singleton on behalf of Southwest Services Inc.
The applicant has withdrawn their request

REGULAR AGENDA

15. Acceptance of a \$400,000 Texas Parks & Wildlife Grant for Lakewood Community Park
Steve Bosak, Parks & Recreation Director explained

Motion made by Mayor Fielder to accept the Grant. Second by Council Member Siebold. Motion passes, all voting “aye”

16. Consider a Resolution accepting a petition for annexation of a tract of land, 13.8481 acres, more or less, known as the Ironwood tract; setting an annexation schedule; providing for open meetings and other related matters

Tom Yantis, Asst. City Manager explained

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

17. Consider a Resolution accepting a petition for annexation of a tract of land, 126.098 acres, more or less, known as the Bradley tract; setting an annexation schedule; providing for open meetings and other related matters

Tom Yantis, Asst. City Manager explained

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

18. Consider Street Vacate Case #15-SV-002; vacation of a portion of North Creek Drive ROW, generally located to the northwest of the intersection of N. Bagdad Road and Old 2243 W; and more specifically located to the west of N. Old Bagdad Road and east of Sparkling Brook Lane, Leander, Williamson County, Texas

Wayne Watts, City Engineer explained

Motion made by Council Member Lynch to approve and set the value at \$23,000.00. Second by Council Member Siebold. Motion passes, all voting "aye"

19. Consider Award for Architectural and Engineering Services for Fire Station #4 to BRW Architects and Authorize the City Manager to Negotiate a Contract for Council Approval

Motion made by Mayor Pro Tem Navarrette to approve BRW Architects. Second by Council Member Lynch. Motion passes, all voting "aye"

20. Consider Selecting American Constructors as the Offeror Whose Proposal Offers the Best Value for the Construction Manager at Risk Services for the Fire Station #4 Project and Authorize the City Manager to Negotiate a Construction Manager at Risk Agreement for Council Approval

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

21. Consider Establishment for Wage Scale for Fire Station #4

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

EXECUTIVE SESSION

22. Convene into executive session pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property

**Council convened into executive session at 8:00 pm
Council reconvened into open session at 8:16 pm**

23. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property

Motion made by Mayor Pro Tem Navarrette to move that the Purchase Contract with Ramalingam and Maragatham Sivaswamy for the purchase of a 2.233 acre Water Quality Facility Site, 0.302 acres of Right-of-Way, 0.209 acres of Public Utility Easement, 0.663 acres of Temporary Construction Easement, and 0.411 acres of drainage easement for \$357,906.00 plus the Special Conditions in Exhibit K of the Purchase Contract for the Hero Way Roadway Improvements Project. Second by Council Member Siebold. Motion passes, all voting "aye"

Motion made by Mayor Pro Tem Navarrette to move that the Purchase Contract with Sathibabu Chakka and Chandana Thatikonda for the purchase of 0.166 acres of Right-of-Way and 0.118 acres of Public Utility Easement for \$42,863.00 plus the Special Conditions in Exhibit E of the Purchase Contract for the Hero Way Roadway Improvements Project.. Second by Council Member Siebold. Motion passes, all voting "aye"

Motion made by Mayor Pro Tem Navarrette to move that the Purchase Contract with David Mason Thompson for the purchase of 0.108 acres of Right-of-Way and 0.105 acres of Public Utility Easement for \$41,136.00 plus the Special Conditions in Exhibit F of the Purchase Contract for the Hero Way Roadway Improvements Project. Second by Council Member Siebold. Motion passes, all voting "aye"

Motion made by Mayor Pro Tem Navarrette to move that the Purchase Contract with Jonathan and Katherine Howell for the purchase of 0.083 acres of Right-of-Way for \$15,323.00 plus the Special Conditions in Exhibit C of the Purchase Contract for the Hero Way Roadway Improvements Project. Second by Council Member Siebold. Motion passes, all voting "aye"

24. Council Members Closing Statements

Council Members gave their closing statements

25. Adjournment

With there being no further business, the meeting adjourned at 8:20 pm

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary



Executive Summary

May 21, 2015

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for The Bluff at Crystal Falls, Section 3, Phase 3A

Background: The subdivision infrastructure improvements required for The Bluff at Crystal Falls, Section 3, Phase 3A, Subdivision 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 May 21, 2015, which will provide warranty and maintenance coverage for the infrastructure improvements through May 21, 2017. 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

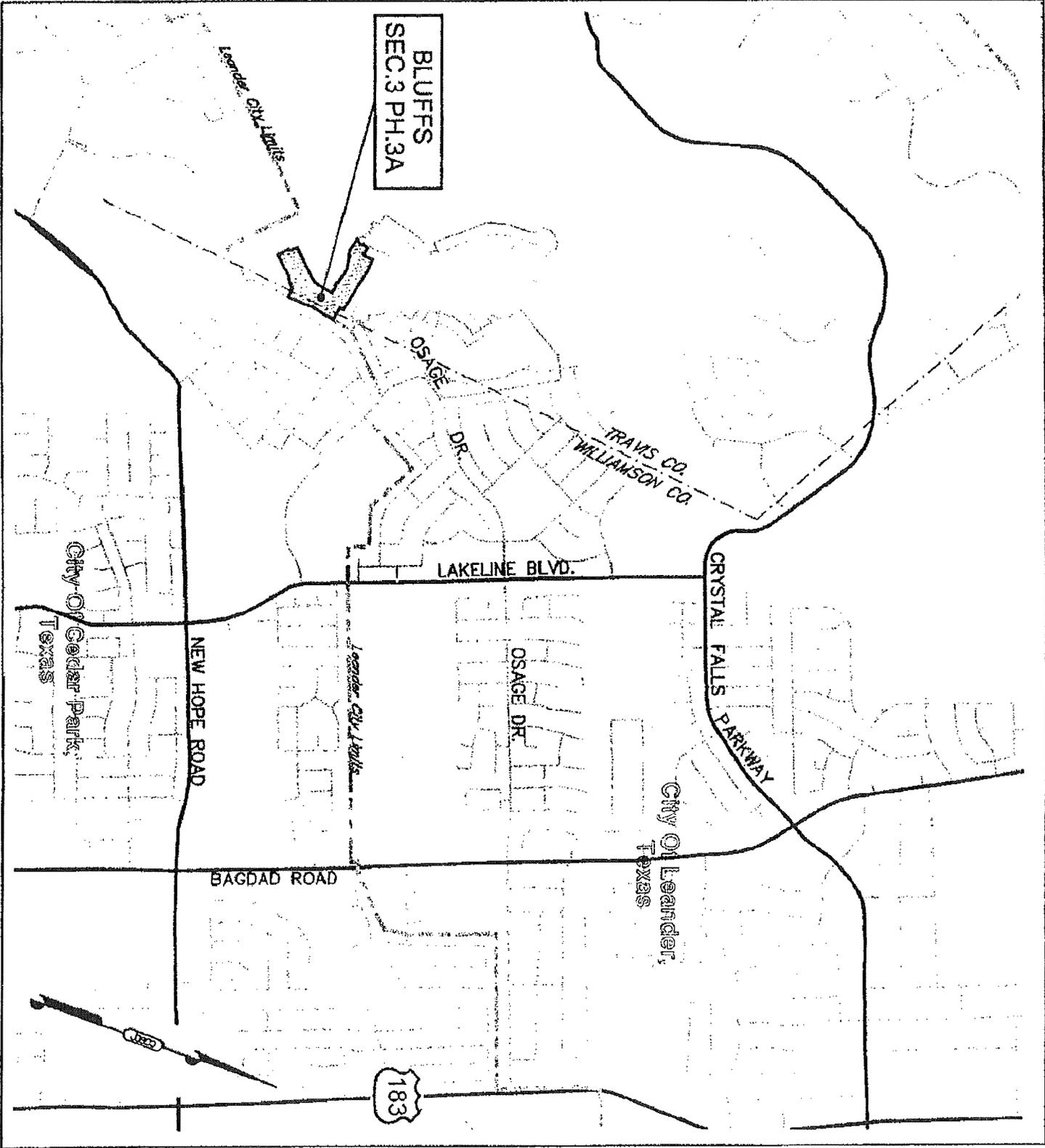
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for The Bluff at Crystal Falls, Section 3, Phase 3A.

Attachments: Location Map, 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

BLUFFS
SEC. 3 PH. 3A



Leander, City Limits

OSAGE DR.

TRAVIS CO.
WILLAMSON CO.

LAKELINE BLVD.

CRYSTAL FALLS PARKWAY

City of Cedar Park,
Texas

NEW HOPE ROAD

Leander, City Limits

OSAGE DR.

BAGDAD ROAD

City of Leander,
Texas

183



JAY ENGINEERING COMPANY, INC.

P.O. Box 1220
Leander, TX 78646

(512) 259-3882
Fax 259-8016

Texas Registered Engineering Firm F-4780

April 27, 2015

Wayne S. Watts, P.E., City Engineer
City of Leander
P.O. Box 319
Leander, Texas 7864

Re: Bluffs at Crystal Falls, Phase 3, Section 3A
Street, Drainage, and Water, and Wastewater Improvements
Certificate of Completion

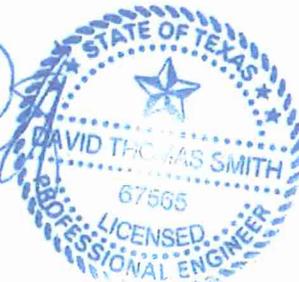
Dear Mr. Watts:

I, the licensed professional engineer of record, have made a final visual observation of the referenced project. I have also visited the site during construction, and observed the installation of street and drainage improvements. Based on these observations and inspection/testing results, I hereby certify that these improvements were completed in general conformance with the approved plans and specifications.

We trust you will find this information helpful when considering the acceptance of this project. If you should have any questions or need additional information in this regard, please let us know.

Sincerely,

David T. Smith, P.E.
DTS/s



MAINTENANCE BOND
Subdivision Improvements

Bond No. 713276P

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Ross Construction, Inc., as Principal, whose address is 8700 Manchaca Rd, #105, Austin, TX 78748 and Developers Surety and Indemnity Company, a Corporation organized under the laws of the State of Iowa, 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 One Hundred Three Thousand Five Hundred Forty One & 28/100's Dollars (\$103,541.28) 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 The Bluffs at Crystal Falls Sec. 3, Phase 3A: Streets, Drainage, Water and Wastewater Improvements Including Trench Backfill, (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 shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of one (1) year after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, 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 be 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 27th day of April, 2015 .

Ross Construction
Principal

Developers Surety and Indemnity Company
Surety

By: Neil Ann

By: John Schuler

Title: President

Title: John W. Schuler, Attorney-in-Fact

Address: _____

Address: _____

8700 Manchaca Rd, #105
Austin, TX 78748

2591 Dallas Pkwy, Ste. 105
Frisco, TX 75034

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

Bond Number: 713276P

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

John W. Schuler, Walter E. Benson Jr., Steven W. Dobson, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this November 21, 2013

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



State of California
County of Orange

On November 21, 2013 before me Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

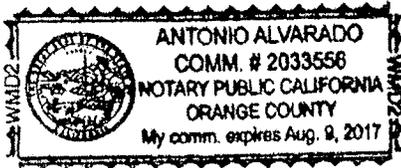
personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 27th day of April 2015

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

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

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety first. 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.

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir a Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Insco Insurance Services, Inc.
Underwriting Manager for:
Developers Surety and Indemnity Company • Indemnity Company of California
17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.InscoDico.com

Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price	Units Completed Previous	Amount Completed Previous	Units Completed This Period	Amount Completed This Period	Materials Stored	Amount Stored To Date	% Complete To Date	Balance To Complete
BLUFFS 3-3A																		
Erosion Controls / Restoration / Signs (021570-10)																		
1 SILT FENCE BEHIND CURB AFTER PAVING	3,688					3,688	LF	\$ 1.75	\$6,454.00	\$6,454.00	3,688	\$6,454.00	-	\$0.00	\$0.00	\$6,454.00	100%	\$0.00
2 TEMPORARY DIVERSION BERMS	4,591					4,591	LF	\$ 1.75	\$8,034.25	\$8,034.25	-	\$0.00	-	\$0.00	\$0.00	\$0.00	0%	\$8,034.25
3 ROCK BERMS	150					150	LF	\$ 15.00	\$2,250.00	\$2,250.00	150	\$2,250.00	-	\$0.00	\$0.00	\$2,250.00	100%	\$0.00
4 STABILIZED CONSTRUCTION ENT	30					30	LF	\$ 20.00	\$600.00	\$600.00	-	\$0.00	30	\$600.00	\$0.00	\$600.00	100%	\$0.00
5 SALVAGED TOPSOIL IN ROW	2					2	EA	\$ 900.00	\$1,800.00	\$1,800.00	2	\$1,800.00	-	\$0.00	\$0.00	\$1,800.00	100%	\$0.00
6 INSTALL AND SUPPLY STREET/STOP SIGN	7,652					7,652	SY	\$ 0.90	\$6,886.80	\$6,886.80	-	\$0.00	-	\$0.00	\$0.00	\$0.00	0%	\$6,886.80
7 STOP BARS	9					9	EA	\$ 1,087.00	\$9,783.00	\$9,783.00	-	\$0.00	9	\$9,783.00	\$0.00	\$9,783.00	100%	\$0.00
8 SUPPLY AND INSTALL STREET BARRIAGE	5					5	EA	\$ 1,500.00	\$7,500.00	\$7,500.00	-	\$0.00	5	\$7,500.00	\$0.00	\$7,500.00	100%	\$0.00
9 INLET PROTECTION	7					7	EA	\$ 300.00	\$2,100.00	\$2,100.00	7	\$2,100.00	-	\$0.00	\$0.00	\$2,100.00	100%	\$0.00
10 CROSS WALK STRIPING	6		4			10	EA	\$ 1,500.00	\$15,000.00	\$15,000.00	-	\$0.00	10	\$15,000.00	\$0.00	\$15,000.00	100%	\$0.00
Subtotal Erosion Controls						\$55,008.05			\$55,008.05	\$55,008.05		\$12,604.00		\$36,483.00	\$0.00	\$49,087.00	77%	\$14,921.05
Cleaning & Rough Cut (021530-10)																		
1 CLEAR AND GRUB ROW AND EASEMENTS	4.5					4.5	AC	\$ 3,500.00	\$15,750.00	\$15,750.00	4.5	\$15,750.00	-	\$0.00	\$0.00	\$15,750.00	100%	\$0.00
2 EXCAVATION ROW	7,080					7,080	CY	\$ 7.00	\$49,560.00	\$49,560.00	7,080	\$49,560.00	-	\$0.00	\$0.00	\$49,560.00	100%	\$0.00
3 HAUL SPOILS TO ONSITE SPOILS AREA	6,806					6,806	CY	\$ 2.50	\$17,015.00	\$17,015.00	6,806	\$17,015.00	-	\$0.00	\$0.00	\$17,015.00	100%	\$0.00
4 EMBANKMENT ROW	274					274	CY	\$ 3.50	\$959.00	\$959.00	274	\$959.00	-	\$0.00	\$0.00	\$959.00	100%	\$0.00
Subtotal Cleaning & Rough Cut						\$83,284.00			\$83,284.00	\$83,284.00		\$0.00		\$0.00	\$0.00	\$83,284.00	100%	\$0.00
Water Improvements (320100-10)																		
1 18" PVC C900 DR 14 WATER LINE	2,494					2,494	LF	\$ 28.00	\$69,832.00	\$70,812.00	2,484	\$69,832.00	35	\$980.00	\$0.00	\$70,812.00	100%	\$0.00
2 8" GATE VALVE AND BOX	10					10	EA	\$ 1,450.00	\$14,500.00	\$14,500.00	10	\$14,500.00	1	\$1,450.00	\$0.00	\$15,950.00	100%	\$0.00
3 8" FITTINGS	6					6	EA	\$ 500.00	\$3,000.00	\$4,000.00	6	\$3,000.00	2	\$1,000.00	\$0.00	\$4,000.00	100%	\$0.00
4 WET CONNECTION	3					3	EA	\$ 500.00	\$1,500.00	\$2,000.00	3	\$1,500.00	1	\$500.00	\$0.00	\$2,000.00	100%	\$0.00
5 5-1/4" HYDRANT ASSEMBLY	6					6	EA	\$ 3,400.00	\$20,400.00	\$20,400.00	6	\$20,400.00	3	\$3,900.00	\$0.00	\$24,300.00	100%	\$0.00
6 DOUBLE WATER SERVICE	23					23	EA	\$ 1,300.00	\$29,900.00	\$29,900.00	23	\$29,900.00	3	\$3,900.00	\$0.00	\$33,800.00	100%	\$0.00
7 SINGLE WATER SERVICE	0					0	EA	\$ 1,200.00	\$0.00	\$8,400.00	0	\$6,000.00	2	\$2,400.00	\$0.00	\$8,400.00	100%	\$0.00
8 PAVEMENT REPAIR	0					0	LS	\$ 5,000.00	\$0.00	\$5,500.00	0	\$0.00	1	\$5,500.00	\$0.00	\$5,500.00	100%	\$0.00
9 REM AND REPLACE CURB	0					0	LF	\$ 25.00	\$0.00	\$750.00	0	\$0.00	30	\$750.00	\$0.00	\$750.00	100%	\$0.00
10 ADA RAMP REM AND REPL	0					0	EA	\$ 1,050.00	\$0.00	\$1,050.00	0	\$0.00	1	\$1,050.00	\$0.00	\$1,050.00	100%	\$0.00
Subtotal Water Improvements						\$146,333.00			\$146,333.00	\$158,762.00		\$141,232.00		\$17,530.00	\$0.00	\$158,762.00	100%	\$0.00
Wastewater Impr. (320120-10)																		
1 18" PVC WW - SDR 26	2,003					2,003	LF	\$ 38.00	\$76,114.00	\$81,016.00	2,003	\$75,114.00	129	\$4,902.00	\$0.00	\$81,016.00	100%	\$0.00
2 WW MANHOLES	8					8	EA	\$ 4,450.00	\$35,600.00	\$40,050.00	8	\$35,600.00	1	\$4,450.00	\$0.00	\$40,050.00	100%	\$0.00
3 WW DROP MANHOLE	2					2	EA	\$ 5,900.00	\$11,800.00	\$11,800.00	2	\$11,800.00	-	\$0.00	\$0.00	\$11,800.00	100%	\$0.00
4 EXTRA VERTICAL FEET	5					5	EA	\$ 450.00	\$2,250.00	\$2,250.00	5	\$2,250.00	-	\$0.00	\$0.00	\$2,250.00	100%	\$0.00
5 MANHOLE COATING	10					10	EA	\$ 960.00	\$9,600.00	\$10,560.00	10	\$9,600.00	11	\$10,560.00	\$0.00	\$10,560.00	100%	\$0.00
6 DOUBLE WW SERVICE	23					23	EA	\$ 1,600.00	\$36,800.00	\$40,000.00	23	\$32,000.00	5	\$8,000.00	\$0.00	\$40,000.00	100%	\$0.00
7 SINGLE WW SERVICE	6					6	EA	\$ 1,500.00	\$9,000.00	\$9,000.00	6	\$9,000.00	1	\$1,500.00	\$0.00	\$9,000.00	100%	\$0.00
8 CROSSING	80					80	LF	\$ 55.00	\$4,400.00	\$4,400.00	80	\$4,400.00	-	\$0.00	\$0.00	\$4,400.00	100%	\$0.00
Subtotal Wastewater Impr.						\$185,564.00			\$185,564.00	\$193,076.00		\$169,664.00		\$29,412.00	\$0.00	\$193,076.00	100%	\$0.00
Drainage Impr. (320140-10)																		
1 10" CURB INLETS	7					7	EA	\$ 2,700.00	\$18,900.00	\$18,900.00	7	\$18,900.00	-	\$0.00	\$0.00	\$18,900.00	100%	\$0.00
2 4" SS MANHOLE	1					1	EA	\$ 6,500.00	\$13,000.00	\$13,000.00	2	\$13,000.00	-	\$0.00	\$0.00	\$13,000.00	100%	\$0.00
3 4" SS MANHOLE DROP MANHOLE	1					1	LF	\$ 7,500.00	\$7,500.00	\$7,500.00	1	\$7,500.00	-	\$0.00	\$0.00	\$7,500.00	100%	\$0.00
4 5" SS MANHOLE	1					1	LF	\$ 7,860.00	\$7,860.00	\$7,860.00	1	\$7,860.00	-	\$0.00	\$0.00	\$7,860.00	100%	\$0.00
5 6" SS MANHOLE	3					3	LF	\$ 8,425.00	\$25,275.00	\$25,275.00	3	\$25,275.00	-	\$0.00	\$0.00	\$25,275.00	100%	\$0.00
6 18" RCP	371					371	LF	\$ 57.00	\$21,147.00	\$21,147.00	371	\$21,147.00	-	\$0.00	\$0.00	\$21,147.00	100%	\$0.00
7 24" RCP	175					175	LF	\$ 65.00	\$11,375.00	\$11,375.00	175	\$11,375.00	-	\$0.00	\$0.00	\$11,375.00	100%	\$0.00
8 30" RCP	686					686	EA	\$ 75.00	\$51,450.00	\$51,450.00	686	\$51,450.00	-	\$0.00	\$0.00	\$51,450.00	100%	\$0.00
9 36" RCP	614					614	EA	\$ 107.00	\$65,698.00	\$65,698.00	614	\$65,698.00	-	\$0.00	\$0.00	\$65,698.00	100%	\$0.00
10 48" RCP	549					549	EA	\$ 137.00	\$88,913.00	\$88,913.00	549	\$88,913.00	-	\$0.00	\$0.00	\$88,913.00	100%	\$0.00
11 WIDE X 5 AVG-DEEP TRENCH	353					353	LF	\$ 78.00	\$27,534.00	\$27,534.00	-	\$0.00	353	\$27,534.00	\$0.00	\$27,534.00	100%	\$0.00

Project: The Bluffs at Crystal Falls Sec 3 Ph 3A
 Contractor: Ross Construction, Inc
 Owner: Taylor Morrison at Crystal Falls, LLC

Pay Request No.: FIVE
 Pay Request Thru: 3/31/2015

Original Contract Amount: \$1,043,366.85
 Total Change Orders: \$1,159,743.53
 Current Contract Amount: \$2,203,110.38

Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price	Units Completed Previous	Amount Completed Previous	Units Completed This Period	Amount Completed This Period	Materials Stored	Amount Completed/ Stored To Date	% Complete To Date	Balance To Complete
Subtotal Drainage Impr.									\$338,372.00	\$338,372.00	\$310,838.00	\$330,838.00		\$27,534.00	\$0.00	\$338,372.00	100%	\$0.00
Street Improvements (310100-10)	8,903					8,903.00	SY	\$ 1.95	\$17,360.85	\$17,360.85	8,903.00	\$17,360.85	4,655.00	\$0.00	\$0.00	\$17,360.85	100%	\$0.00
S-1 SUBGRADE PREPARATION	8,903					8,903.00	SY	7.20	\$64,101.60	\$64,101.60	4,250.00	\$30,600.00	4,655.00	\$33,501.82	\$0.00	\$64,101.80	100%	\$0.00
S-2 8" FLEX BASE	7,373					7,373.00	SY	8.95	\$65,988.35	\$65,988.35		\$0.00	7,373.00	\$65,988.35	\$0.00	\$65,988.35	100%	\$0.00
S-3 1-1/2" HMAC	4,591					4,591.00	LF	\$11.00	\$50,501.00	\$50,501.00		\$0.00	4,591.00	\$0.00	\$50,501.00	100%	\$0.00	
S-4 CURB AND GUTTER	450	105.0				555.00	LF	\$16.00	\$7,200.00	\$8,880.00		\$0.00	555.00	\$9,680.00	\$0.00	\$8,880.00	100%	\$0.00
S-5 4" SIDEWALK	5					5.00	EA	\$1,000.00	\$5,000.00	\$5,000.00		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$5,000.00
S-6 LIGHT FOUNDATION	5					5.00	EA	\$2,125.00	\$10,625.00	\$10,625.00		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$10,625.00
S-7 WIRING	13	5.0				18.00	EA	\$850.00	\$11,050.00	\$15,300.00		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$15,300.00
S-8 ADA RAMPS									\$231,826.80	\$237,756.80	\$47,960.85	\$47,960.85		\$158,870.95	\$0.00	\$206,831.80	87%	\$30,925.00
Subtotal Street Improvements																		
Lot Improvements	0					0.00	CY	\$ 12.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00
L-1 LOT EXCAVATION	0					0.00	CY	\$ 3.50	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00
L-2 LOT EMBANKMENT	0					52.00	EA	\$595.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00
L-3 LOT CLEARING									\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00
Subtotal Lot Improvements																		
Elec. Improvements (162510-10)		CO 1				2,625.00	LF	\$7.10	\$0.00	\$18,637.50		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$18,637.50
E-1 Trench and Backfill for Electric and Telecommunications	0.0	2,625.0				2,625.00	LF	\$2.85	\$0.00	\$17,863.75		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$17,863.75
E-2 3" Electric Conduit per PEC Specs, incl fittings and pull string	0.0	103.0				103.00	EA	\$25.00	\$0.00	\$2,575.00		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$2,575.00
E-3 3" Electric Sweeps incl concrete thrust blocks	0.0	8.0				8.00	EA	\$1,045.00	\$0.00	\$8,360.00		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$8,360.00
E-4 Transformer Pads	0.0	1.0				1.00	EA	\$1,490.00	\$0.00	\$1,490.00		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$1,490.00
E-5 Combination Pads or enclosure Handhole Small	0.0	32.0				32.00	EA	\$550.00	\$0.00	\$17,600.00		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$17,600.00
Subtotal Electric Improvements									\$0.00	\$66,546.25	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$66,546.25
Gas Improvements (125230-10)						2,605.00	LF	\$4.18	\$0.00	\$10,888.90		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$10,888.90
G-1 Joint Trench Bedding and Backfill and Tracer Wire	0.0	859.0				859.00	LF	\$3.97	\$0.00	\$3,410.23		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$3,410.23
G-2 2" Gas Main per Atmos Energy Spec	0.0	2.0				2.00	EA	\$635.00	\$0.00	\$1,070.00		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$1,070.00
G-3 2" Gas Valve	0.0	1,891.0				1,891.00	LF	\$7.36	\$0.00	\$13,917.76		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$13,917.76
G-4 4" Gas Main per Atmos Energy Spec	0.0	694.0				694.00	LF	\$4.18	\$0.00	\$2,900.92		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$2,900.92
G-5 3/4" Gas Service Line	0.0	29.0				29.00	EA	\$203.78	\$0.00	\$5,909.62		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$5,909.62
G-6 Gas Service Risers	0.0	2.0				2.00	EA	\$2,289.00	\$0.00	\$4,598.00		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$4,598.00
G-7 Connect to Gas Mainline	0.0	2.0				2.00	EA	\$9.50	\$0.00	\$19.00		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$19.00
G-8 Casing Pipe	0.0	750.0				750.00	LF	\$9.50	\$0.00	\$7,125.00		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$7,125.00
Subtotal Gas Improvements									\$0.00	\$49,820.43	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$49,820.43
TOTAL									\$1,043,366.85	\$1,197,625.53	\$765,592.85	\$289,029.95		\$0.00	\$0.00	\$1,035,412.80	86%	\$162,212.73
Total Contract									\$1,043,366.85	\$1,197,625.53	\$765,592.85	\$289,029.95		\$0.00	\$0.00	\$1,035,412.80	86%	\$162,212.73

Total City Accepted
 10% Maintenance Bond \$ 103,541.28
 Final 3.5% Inspection Fee \$ 36,239.45
 Inspection Fee Paid \$ 36,051.61
 Inspection Fee Due \$ 187.84



FILING FEE CALCULATION:

Construction Plan Review & Inspection Fee:	3.5% of the construction cost due at the time of application submittal	\$ <u>36,051.</u> 61
Please note: verification and adjustment of the construction cost is required prior to City acceptance. A final engineer's signed and sealed certified copy of the final cost of all improvements dedicated to the City or equivalent private infrastructure is required in the close out package as part of the final acceptance.		
Professional Recovery Fee*:		\$ 250.00
TOTAL FEE (due at the time of application submission)		\$ <u>36,301.</u> 61

*Additional recovery fee may apply for outside engineering firm review

APPLICANT INFORMATION:

Please Note: The signature of owner authorizes City of Leander staff to visit and inspect the property for which this application is being submitted. The signature also indicates that the applicant or his agent has reviewed the requirements of this checklist and all items on this checklist have been addressed and complied with.

The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

(Check One):

I, the owner, will represent this application with the City of Leander.

I, the owner, hereby authorize the person named below to act as my agent in processing this application with the City of Leander.

OWNERSHIP INFORMATION:

Property Owner: TAYLOR MORRISON CRYSTAL FAUS LLC Phone: 512-532-2129 Fax: _____
 (If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Address: 11200 LAKEHINE BLVD, STE 150A City: AUSTIN, TX State: TX Zip: 78747

Email: MSLACK@TAYLORMORRISON.COM Mobile: _____ Pager: _____

I hereby request that my property, as described above, be considered for this application and I give City Staff and elected or appointed representative's permission to visit the site described in this application. I acknowledge that I will be required to pay an engineering review fee for this project in an amount that will be determined at the end of the review period based on how much review time is required by the reviewing engineer:

Owner's Signature: Michael Slack Date: 5.13.14

AGENT INFORMATION:

If an agent is representing the owner of the property, please complete the following information:

Project Agent: JAY ENGINEERING Co. Phone: 512-259-3882 Fax: _____

Address: PO Box 1220 City: LEANDER State: TX Zip: 78646

Email: DSMITH@JAECO.NET Mobile: _____ Pager: _____

I hereby authorize the person named above to act as my agent in processing this application:

Owner's Signature: Michael Slack Date: 5.13.14

I hereby attest that I prepared this application/checklist and that all information shown hereon is correct and complete to the best of my knowledge. I acknowledge that an engineering review fee will be required for this project in an amount that will be determined at the end of the review period based on how much review time is required by the reviewing engineer:

David Smith
Signature

DAVID SMITH
Name (printed)

5-12-2014
Date

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME the undersigned authority on this day personally appeared NED ROSS, 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 27TH day of APR, 2015.

[SEAL]



Gloria Rennaker

Notary in and for the State of Texas

Name:

My commission expires:

Initialed: _____



Executive Summary

May 21, 2015

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Reagan’s Overlook Phase Two

Background: The subdivision infrastructure improvements required for Reagan’s Overlook Phase Two 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 **May 21, 2015**, which will provide warranty and maintenance coverage for the infrastructure improvements through **May 21, 2017**. 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 Reagan’s Overlook Phase Two

Attachments: Location Map, 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

SITE

GARY RANCH CONSTRUCTION

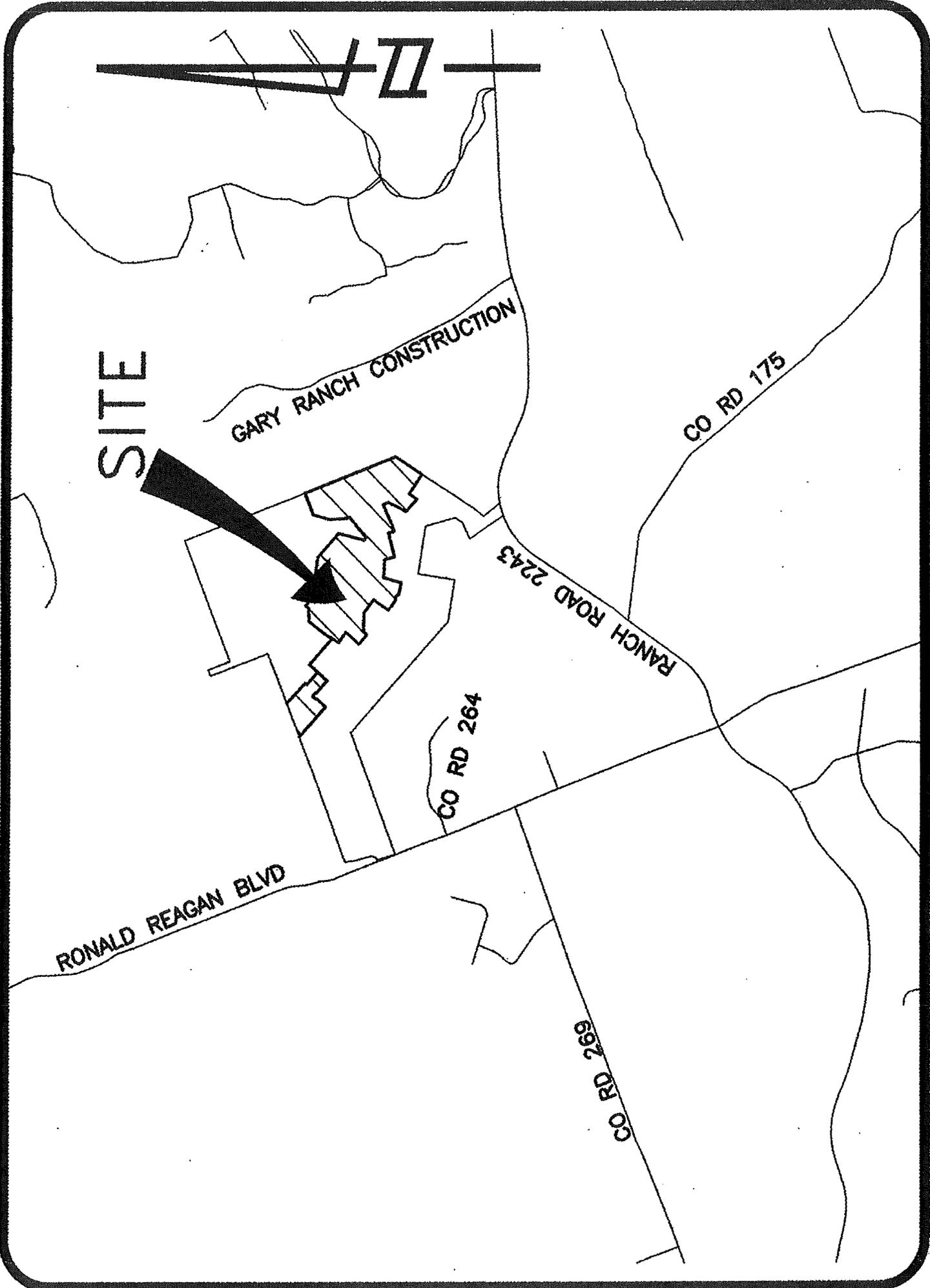
CO RD 175

RANCH ROAD 2243

CO RD 264

RONALD REAGAN BLVD

CO RD 268



April 17, 2015

ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: Reagan's Overlook Phase Two
Water, Street & Drainage Improvements

Owner's Name and Address

Consultant Engineer's Name & Address

Century Land Holdings II, LLC

Gray Engineering, Inc.

6500 River Place, Bldg. 2, Ste. 200

8834 N. Capital of Texas Hwy, Ste. 140

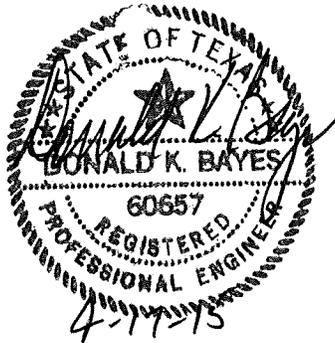
Austin, Texas 78730

Austin, Texas 78759

On this day, the undersigned professional engineer, my representative, or I met with representative of the Owner and the Project Contractor and made a visual inspection of the above-referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander, once the following listed items are corrected to the satisfaction of the Engineer.

Revegetation of disturbed areas

(Seal)



Donald K. Bayes
Donald K. Bayes, P.E.

60657
Texas Registration Number

MAINTENANCE BOND
Subdivision Improvements

Bond No. 1028799

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Rogers Construction Company, Ltd., as Principal, whose address is P.O. Drawer 1136, Georgetown, TX 78627 and The Hanover Insurance Company, a Corporation organized under the laws of the State of New Hampshire, 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 Seventy Five Thousand Four Hundred Forty Three & 49/100*** Dollars (\$75,443.49) 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 Reagan's Overlook Phase Two – Water, Streets, and Drainage Improvements to Include Utility Trench Backfill (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 shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of one (1) year after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, 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.

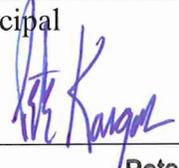
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be 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 24th day of February, 2015.

Rogers Construction Company, Ltd.

Principal

By: 

Title: Pete Kargakos
Vice President/Manager
RKZ Management, LLC

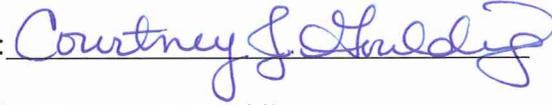
Address: _____

P.O. Drawer 1136

Georgetown, TX 78627

The Hanover Insurance Company

Surety

By: 

Title: Courtney J. Goulding, Attorney-in-Fact

Address: _____

440 Lincoln Street

Worcester, MA 01615

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

USI Southwest, Inc.

7600-B N. Capital of Texas Highway #200, Austin, TX 78731

(Seal)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Courtney J. Goulding, Robert C. Fricke, Cynthia Giesen, Douglas J. Wealty and/or Wesley M. Pitts

of USI Southwest of Austin, TX and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 24th day of February 2015.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA



Robert Thomas

Robert Thomas, Vice President

Mark Fitzgerald

Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 24th day of February 2015 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 24th day of Feb 20 15 .

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian

Glenn Margosian, Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:
You may call The Hanover Insurance Company/
Citizens Insurance Company of America's toll-free
telephone number for information or to make a
complaint at:

1-800-608-8141

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01615

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
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium
or about a claim you should contact the agent or the
company first. 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.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:
Usted puede llamar al numero de telefono gratis de
The Hanover Insurance Company/Citizens Insurance
Company of America's para informacion o para
someter una queja al:

1-800-608-8141

Usted tambien puede escribir a The Hanover Insurance
Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01615

Puede comunicarse con el Departamento de Seguros
de Texas para obtener informacion acerca de
companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un
reclamo, debe comunicarse con el agente o la com-
pania primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.



O 512.452.0371 : F 512.454.9933

8834 North Capital of Texas Highway, Suite 140
Austin, Texas 78759 : www.grayengineeringinc.com

TBPE 2946

April 17, 2015

Mr. Wayne Watts, P.E.
City of Leander
200 W. Willis Street
Leander, Texas 78646

**RE: Reagan's Overlook Phase 2
Water, Street & Drainage Improvements
GEI No. 1626-10680-35**

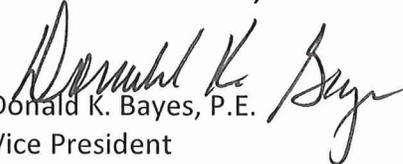
Per the record information from the construction contract, dated March 13, 2013 between Land Buddies, LLC and Cash Construction Co., Inc. for the above referenced Water, Street and Drainage project, the following breakdown represents the Final Cost of the improvements as reflected in the attached Contractor Pay Request No. 7 (Final).

Streets	\$446,686.85
Drainage	\$34,500.00
Water	\$246,068.00
Erosion & Revegetation	<u>\$27,180.00</u>
Total	\$754,434.85

If you have any questions, please do not hesitate to contact me at 452-0371.

Sincerely,

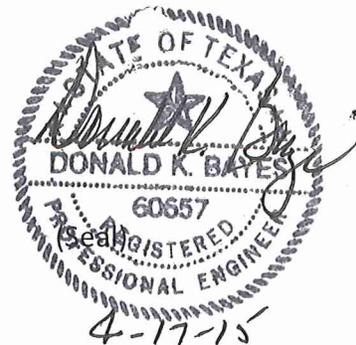
GRAY ENGINEERING, INC.


Donald K. Bayes, P.E.
Vice President

DKB:ad

Attachments

cc: Mr. Nathan Boltz; Gray Engineering, Inc.



**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: APRIL 28, 2015

Developer: CENTURY LAND HOLDINGS LLC

Contractor/Material Provider ("Affiant"): ROGERS CONSTRUCTION COMPANY LTD.
PO BOX 1136
GEORGETOWN, TEXAS 78627-1136

Project : REGAN'S OVERLOOK PHASE TWO

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies 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. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Leander, Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to the Developer for payment of the retainage and shall have no cause of action whatsoever, against the City in the event that the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

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 28 day of APRIL, 2015.

Initialed:  _____

ROGERS CONSTRUCTION COMPANY LTD.
A LIMITED PARTNERSHIP Updated 10.20.14
RKZ MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY

AFFIANT:

Signature: _____

Typed Name: _____

PETE KARGAKOS

Title: _____

VICE PRESIDENT

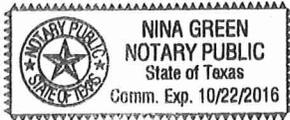
STATE OF TEXAS ,

COUNTY OF WILLIAMSON '

BEFORE ME the undersigned authority on this day personally appeared PETE KARGAKOS, 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 27 day of APRIL 2015

[S E A L]



Notary in and for the State of Texas

Name: NINA GREEN

My commission expires:

10-22-16

Initialed: _____



Executive Summary

May 21, 2015

Agenda Subject: Consideration of a License Agreement for the installation and maintenance of parking area and drive aisles located within the City right-of-way.

Background: Leander United Methodist Church is requesting a license agreement to construct, install, and maintain a parking area and drive aisles located with the unnamed right-of-way adjacent to the property to the south of the Leander United Methodist Church property as shown in Exhibits A & B.

Origination: Applicant: Harriet Dunne on behalf of the Leander United Methodist Church

Financial Consideration: None

Recommendation: Staff recommends approval of the license agreement.

Attachments:

1. Request Letter
2. License Agreement
3. Exhibit A
4. Location Exhibit

Prepared By: Tom Yantis, AICP
Assistant City Manager

05/12/2015



Leander United Methodist Church

P.O. Box 281
107 S. West Drive, Leander, Texas 78646-0281
Office Phone (512) 259-1284

April 30, 2015

Robin Griffin, Senior Planner
City of Leander
PO Box 319
Leander TX 78646

Re: 15-SD-007 – Leander United Methodist Church Site Development Permit
Application and proposed License Agreement

Dear Ms Griffin:

The April 1, 2015 letter (copy attached) from Martin Siwek to David Urban (on behalf of Leander United Methodist Church) cites on page 3, item 11, the need for a License Agreement between the church and the City of Leander.

Attached is the proposed License Agreement for your consideration.

A check for \$250.00 for the application fee and a site plan attached as Exhibit A to the License Agreement are also attached. On the site plan, we have highlighted the area of the proposed improvements in the right of way.

The certificate of liability insurance is being pursued. We will deliver the certificate to the City Secretary of Leander within thirty days of the effective date of the License Agreement.

Please advise if you need additional information. Thank you for your help in this matter.

Yours very truly,

Harriet Dunne
on behalf of the Leander United Methodist Church
Building Committee

Attachments:

City letter to David Urban, April 1, 2015
LUMC check for \$250.00
Proposed License Agreement with site plan as Exhibit A

LICENSE AGREEMENT

The City of Leander, Texas a municipal corporation and political subdivision of the State of Texas situated in Williamson County, Texas (“the City” or “Licensor”), and the Leander United Methodist Church, a Texas non-profit corporation, (“Licensee”), enter into this License Agreement (“Agreement”) on this the ___ day of _____, 2015, upon the terms and conditions set forth below.

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

Construction, installation, and maintenance of the following improvements for the Leander United Methodist Church (the “Project”) located in the unnamed right-of-way adjacent to the property to the south, Leander, Williamson County, Texas being parking areas and drive aisles, hereinafter referred to as the “Improvements”. The locations of the rights-of-way containing the Improvements are more particularly shown in Exhibit “A” attached hereto and incorporated herein for all purposes.

The above-described properties, hereinafter referred to as the “licensed property”, are further shown in Exhibit “A” attached to this Agreement and incorporated by reference for all purposes.

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

Licensee agrees that: (A) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (B) that all construction and installation of the Improvements will be completed in a timely manner without delay; (C) the Licensee will construct the Improvements according to plans filed with the City. Any changes in construction plans must be approved by the City; and (D) any Improvements located in the City’s right-of-way shall be subject to City approval prior to placement and installation. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

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

III. THE CITY'S RIGHTS TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property.

Said uses of the licensed property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the licensed property, or the Improvements. In case of a

declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time without notice, assuming no obligation to Licensee, to remove any of the licensed Improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall include the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and property within the licensed property. Licensee shall be responsible for any deductibles stated in the policy. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the effective date of this Agreement.

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

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

VI. CONDITIONS.

A. Licensee's Responsibilities. Licensee will be responsible for any damage to or repair of the Improvements. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the licensed property and the Improvements in good condition and making any necessary repairs to the Improvements at its expense.

C. Modification of Improvements. Licensee agrees that modification of the Improvements shall

be at Licensee's expense. Licensee shall obtain the proper permits prior to any modification of the Improvements. Any such modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this Agreement.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this Agreement.

Licensee Address

Leander United Methodist Church
Attention: Administrative Council Chair
107 South West Drive
Leander, Texas 78646

Licensors Address

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

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

VIII. TERMINATION.

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

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

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

2. Use of the right-of-way area becomes necessary for a public purpose;
3. The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

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

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

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

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

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

XIV. ASSIGNMENT; HOMEOWNER'S ASSOCIATION. (a) Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld.

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

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

ACCEPTED, this the ____ day of _____, 2015, which shall be the Effective Date.

LICENSOR: CITY OF LEANDER, TEXAS

By: _____
Name: Kent Cagle
Title: City Manager

LICENSEE: LEANDER UNITED METHODIST CHURCH

By: *Renee Purvis*
Name: Renee Purvis
Title: Administrative Council Chair

**THE STATE OF TEXAS §
COUNTY OF WILLIAMSON§**

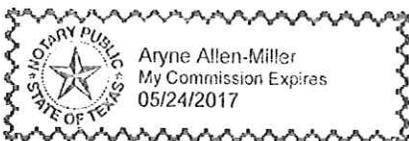
This instrument was acknowledged before me on this the ____ day of _____, 2015, by Kent Cagle, City Manager for the City of Leander, Texas, on behalf of the City.

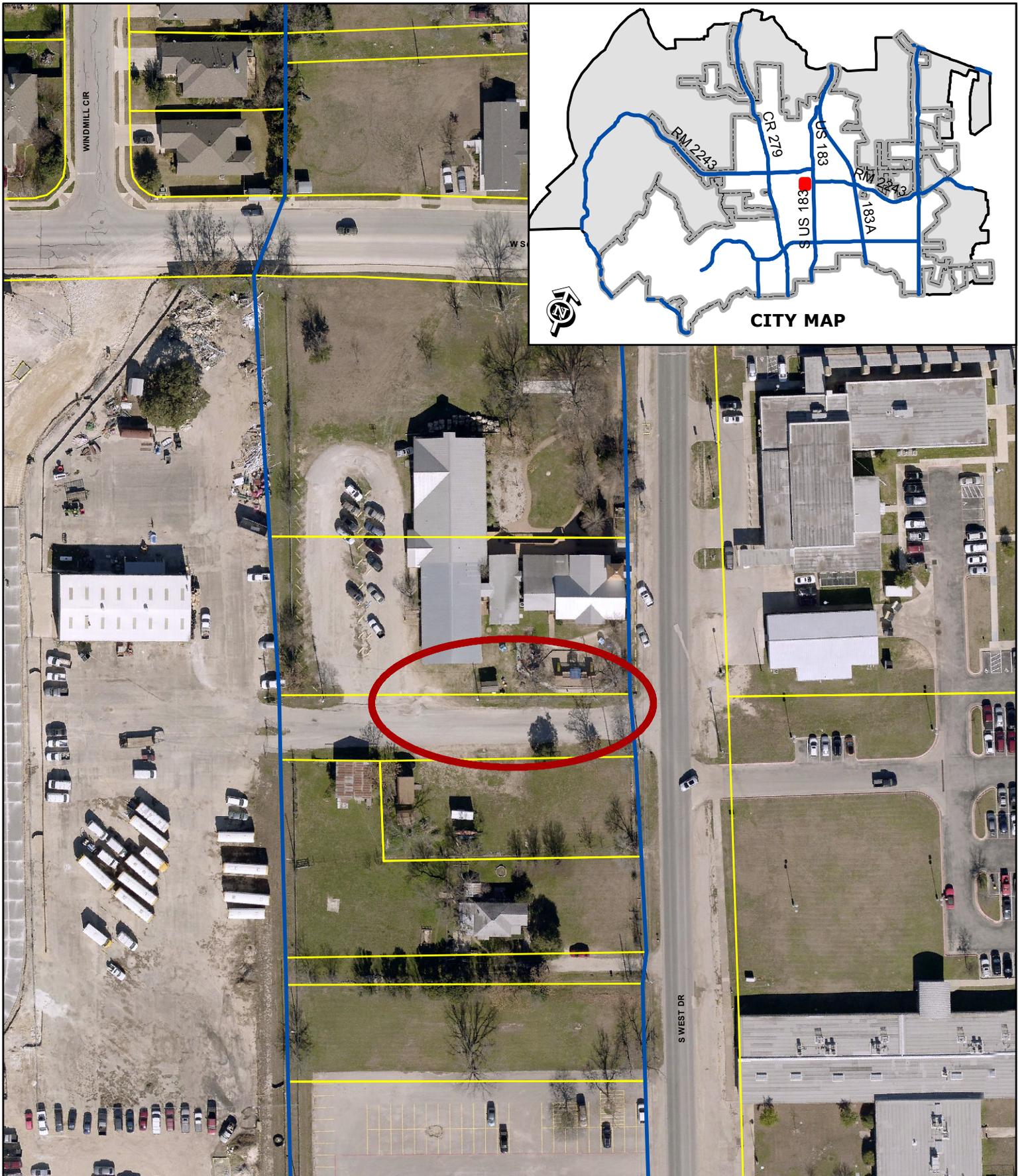
Notary Public - State of Texas

**THE STATE OF TEXAS §
COUNTY OF TRAVIS §**

This instrument was acknowledged before me on this the ____ day of _____, 2015, by *Renee Purvis* *Administrative Council* of the Leander United Methodist Church, on behalf of said entity.

Aryne Allen-Miller
Notary Public - State of Texas

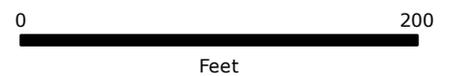




License Agreement

Attachment #3

Location Exhibit
Leander United Methodist Church





Executive Summary

May 21, 2015

Agenda Subject: Zoning Case 15-Z-008: Hold a public hearing and consider action on the rezoning of 5.84 acres more or less, located at 10800 and 10804 East Crystal Falls Parkway, WCAD ID #R031214 and #R031215. Currently, the property is zoned Interim SFS-2-B (Single Family Suburban) and Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property to LO-2-B (Local Office), Leander, Williamson County, Texas.

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

Origination: Applicant: David Singleton on behalf of Ron Barnett.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission recommendation will be available at the meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Location Map
4. Proposed Zoning Map
5. Aerial Map
6. Letter of Intent
7. Neighborhood Letter
8. Ordinance
9. Minutes–Planning & Zoning Commission May 14, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager

05/12/2015



PLANNING ANALYSIS

ZONING CASE 15-Z-008
10804 E Crystal Falls Pkwy

GENERAL INFORMATION

Owner: Ron Barnett

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

Proposed Zoning: LO-2-B (Local Office)

Size and Location: The property is located at 10804 E Crystal Falls Pkwy and is 5.84 acres in size more or less.

Staff Contact: Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	Interim SFS-2-B	Wylie Middle School
EAST	LC-1-B SFC-2-B	Developed Commercial Use (Good Earth Day School) Proposed Crystal Springs Residential Subdivision
SOUTH	Interim SFR-1-B	Developed Single Family Home
WEST	GC-2-A	Undeveloped Commercially Zoned Property

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:**LO – LOCAL OFFICE:**

Features: Office, assisted living, day care. Hours of operation: 7:00 a.m. to 10:00 Sun.-Thurs., 7:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods. Access should be provided by a collector or higher classification street. This component is intended to help provide for land use transitions from local or general commercial or from arterial streets to residential development.

SITE COMPONENT:**TYPE 2:**

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

Intent:

- (1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
- (2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
- (3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
- (4) This component is generally not intended to be utilized with LI and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

ARCHITECTURAL COMPONENTS:**TYPE B:**

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

Intent:

- (1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.
- (2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.
- (3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.
- (4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- 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 applicant is requesting to rezone the property from SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to LO-2-B (Local Office) in order to develop an office use at this location. The property to the north is currently developed as the Wylie Middle School. The property to the west is zoned for GC-2-A (General Commercial) uses, but is not developed. There is an established single-family home located to the south and the proposed Crystal Springs residential neighborhood located to the east.

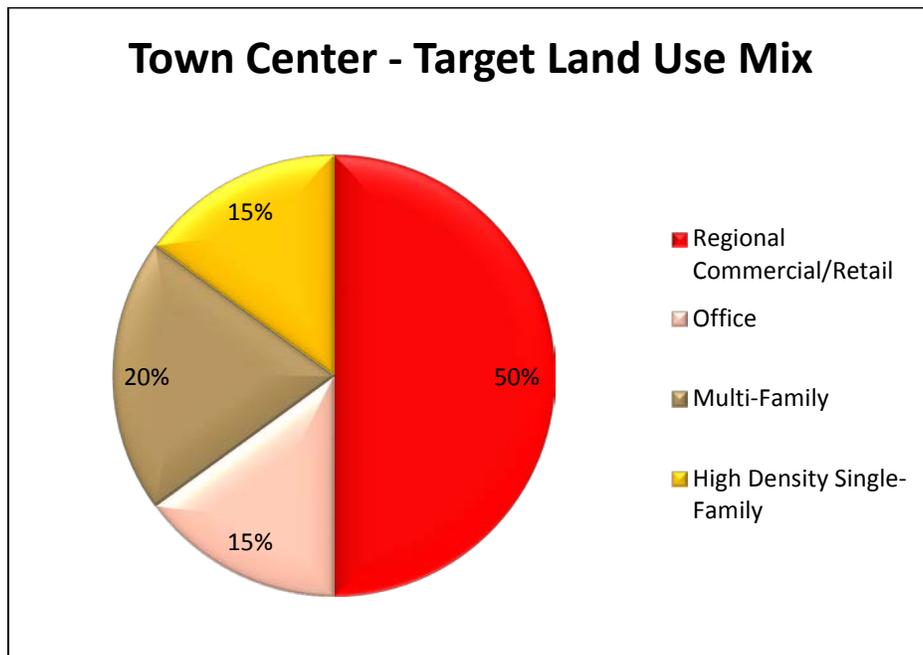
The Local Office use component allows for the development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods. In addition, access should be provided by a collector or higher classification street. This project will have access from East Crystal Falls Parkway, an arterial street. The intent of this use component is to provide for land use transitions from local or general commercial or from arterial streets to residential development.

The Type 2 site component prohibits outdoor storage and display, outdoor entertainment, outdoor fuel sales, and overhead commercial doors. The intent of this site component is to be paired with non-residential use components for properties located adjacent to a residential district and to provide an orderly transition of development intensity.

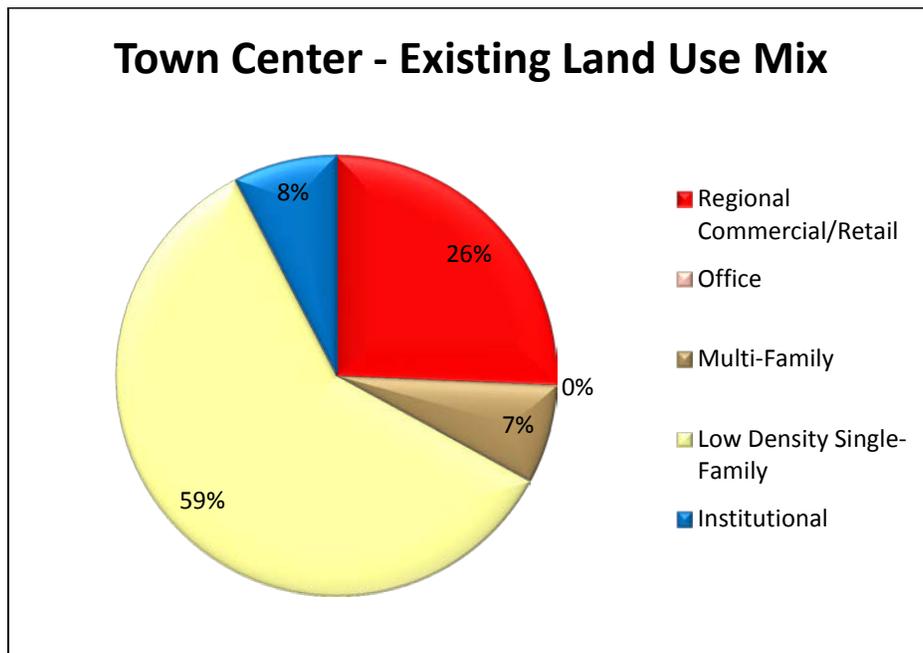
This property is located within a Town Center Node as identified by the Future Land Use Map. This node is intended to be located at the intersections of major arterials within the community. These nodes are approximately one mile in diameter and incorporate approximately 500 acres. These areas are intended 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

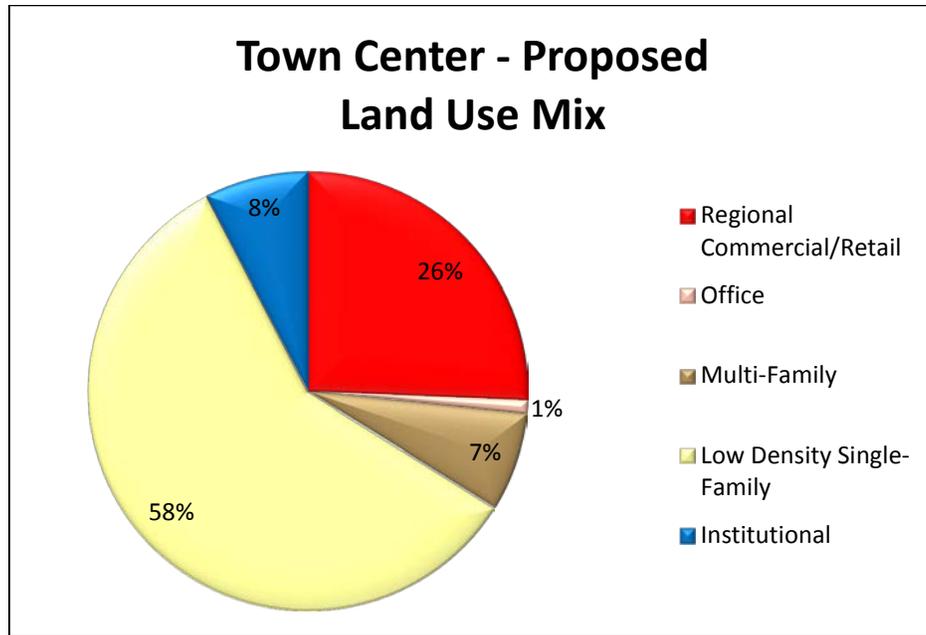
out from the center of those nodes. The graph below shows the target mix of land uses within the Town Center Node.



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 office and multi-family. The current land use mix is shown in the graph below.



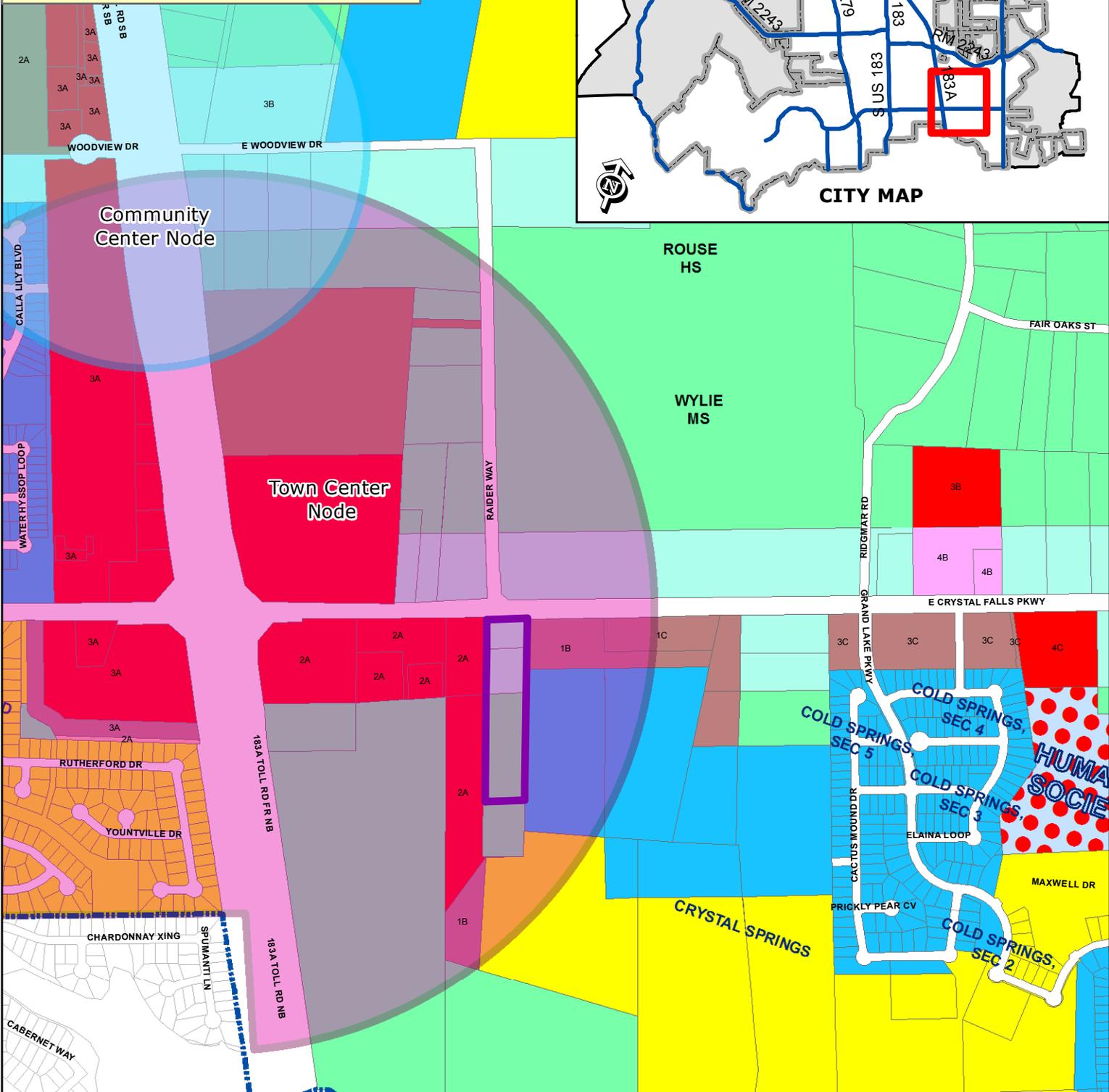
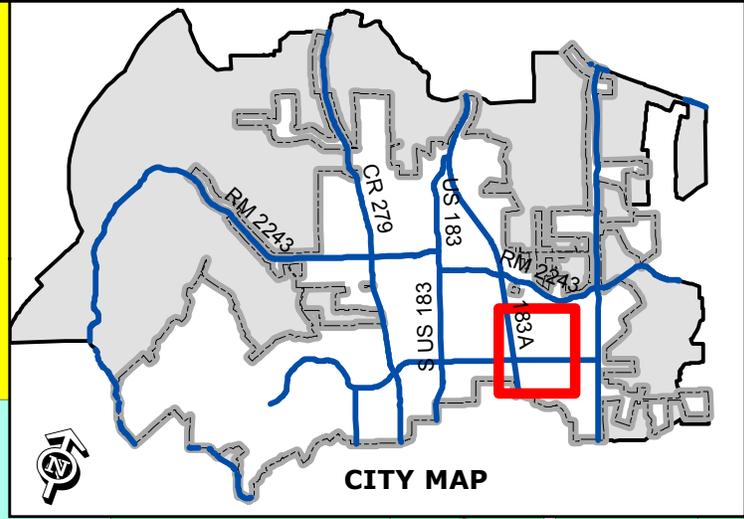
The proposed zoning change brings the land use mix closer to compliance with the Comprehensive Plan regarding the percentage of office uses. The proposed land use mix is shown in the graph below.



STAFF RECOMMENDATION:

Staff recommends approval of the requested zoning change. The requested LO-2-B (Local Office) 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 LO-2-B district adjacent to the proposed and existing residential is consistent with the intent of the future land use plan goals and the intent statements of the Composite Zoning Ordinance. This proposed zoning change will serve as a buffer between the more intense development and the single-family neighborhoods. This request is in compliance with the Comprehensive Plan and the intent statements of the Composite Zoning Ordinance.

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



ZONING CASE 15-Z-008

Attachment #3

Location Map
10804 Crystal Falls Pkwy

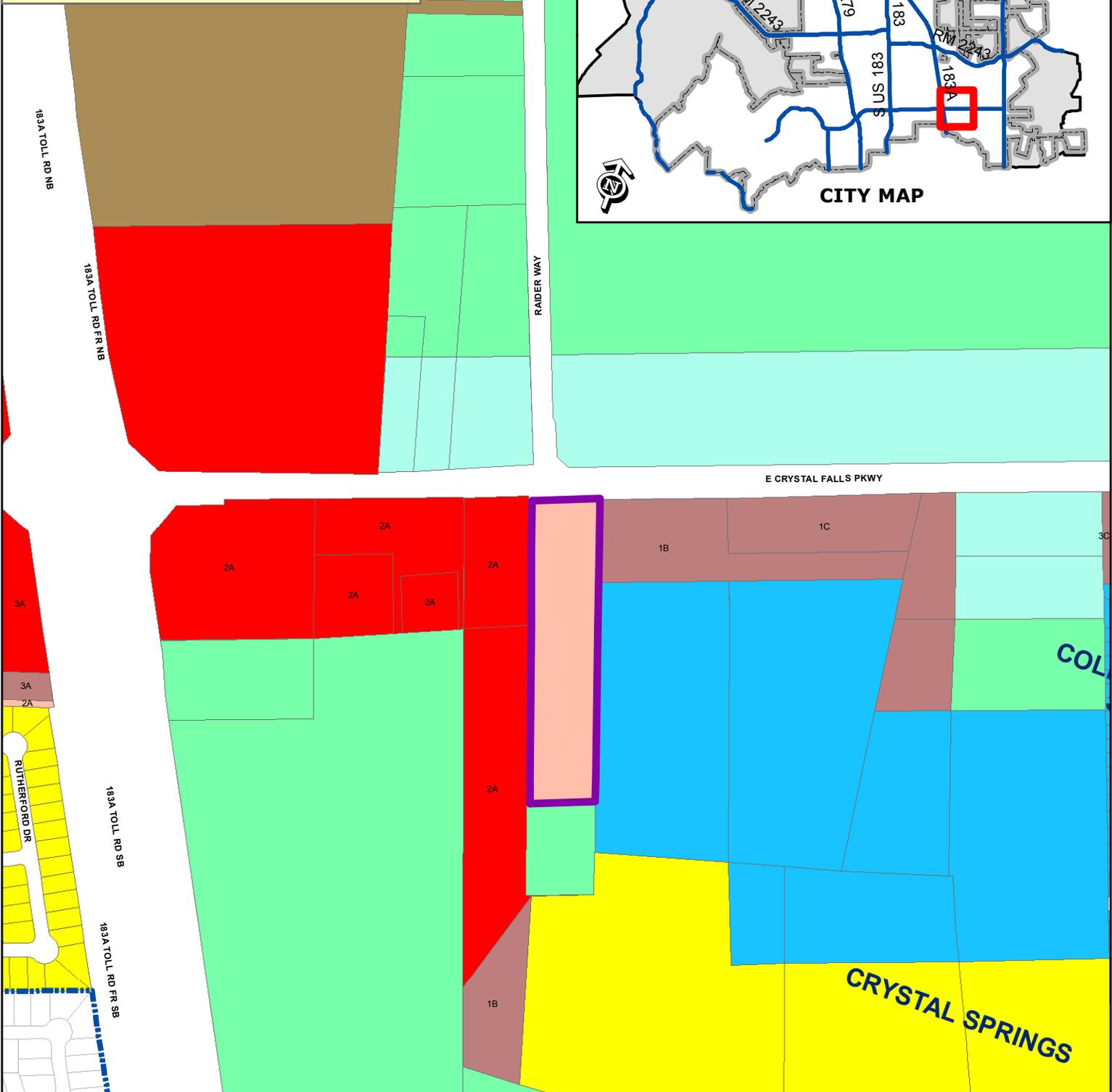
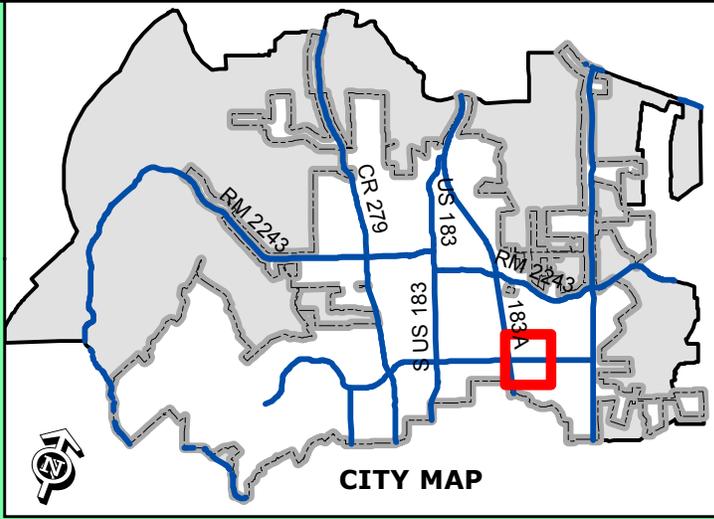


-  Subject Property
-  City Limits

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

0 200
Feet

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



ZONING CASE 15-Z-008

Attachment #4

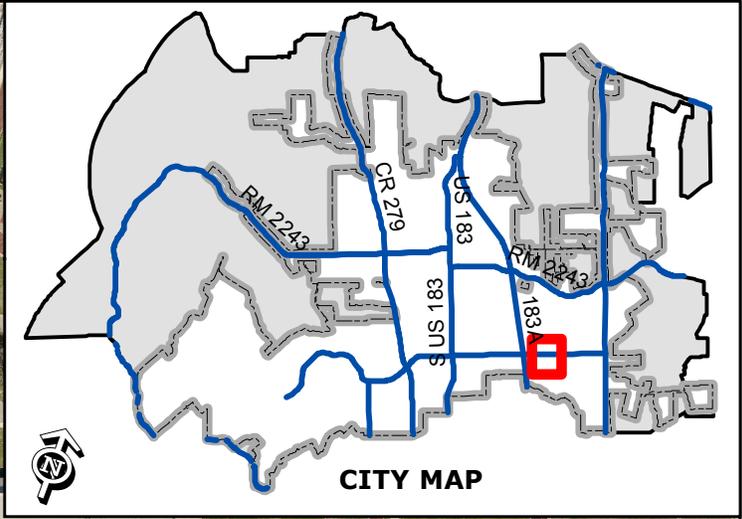
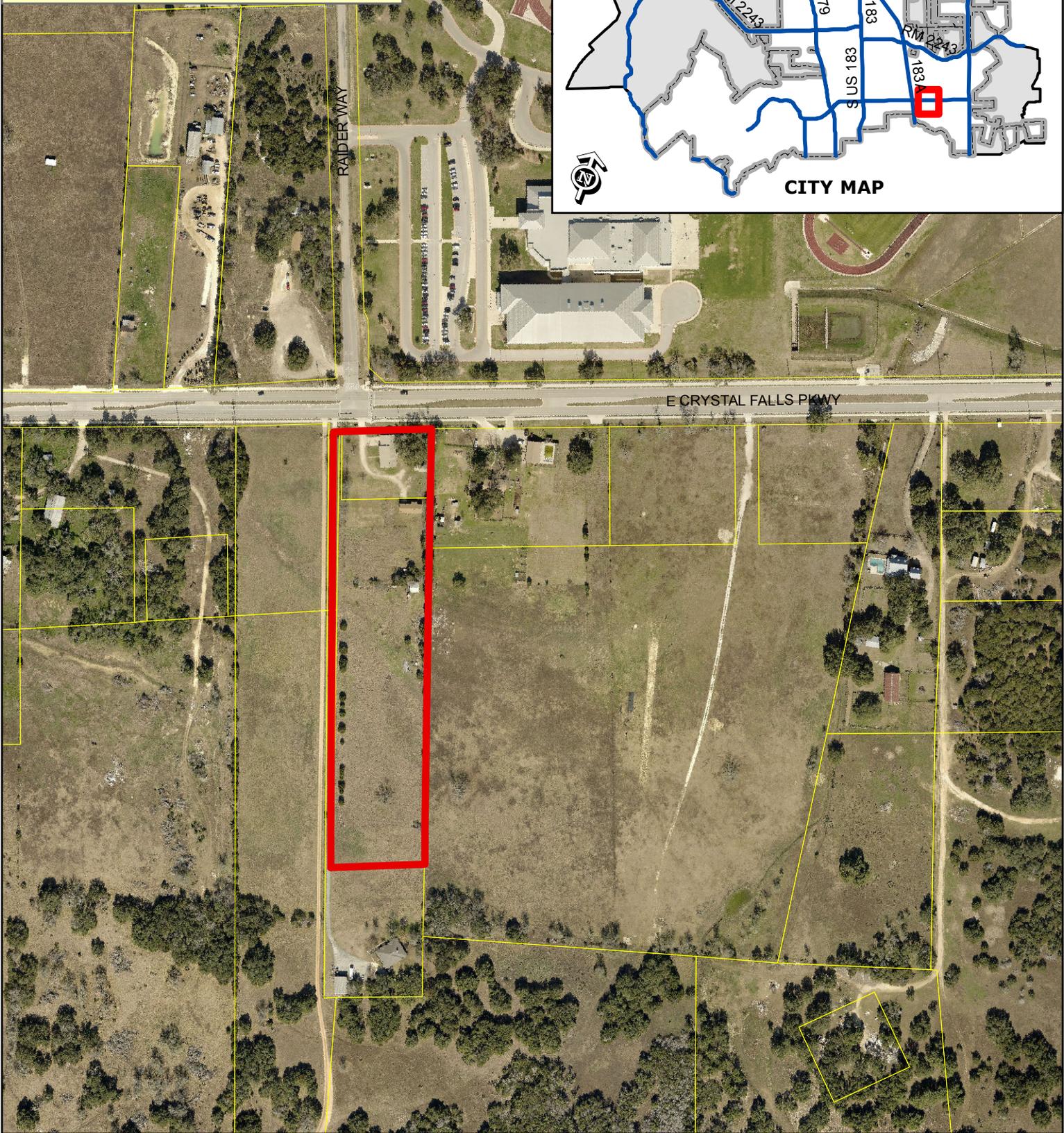
Proposed Zoning
10804 Crystal Falls Pkwy



- Subject Property
- City Limits

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

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



ZONING CASE 15-Z-008 Attachment #5

Aerial Exhibit - Approximate Boundaries
10804 Crystal Falls Pkwy



-  Subject Property
-  City Limits

5/6/15

RE: Zoning Change

Gentlemen:

I'm writing regarding the proposed zoning change next to my property located at 10760 E. Crystal Falls Pkwy. It is my understanding that David Singleton is handling this for the present property owner. I think the highest and best use of this property is light commercial; however I overwhelmingly support Mr. Singleton's application on the use of office at this location.

Please call if you need additional comments or information.

Sincerely,

Richard Davis

April 14, 2015

To: Ms. Robin Griffin, AICP
Senior Planner, City of Leander Planning Dept.
104 North Brushy Street
Leander, TX 78641

From: David Singleton, Southwest Land Services, Inc.

Re: Zoning Change Application
10804 E. Crystal Falls Parkway
Leander, Texas 78641

On behalf of Ron and Carrie Barnett, we are submitting the enclosed Zoning Application to rezone the referenced property from SFS-2-B and SFR-1-B to LO-2-B (Local Office) zoning. The Owner wishes to redevelop the site from an existing single single-family home to several local office lots, more specifically to enable the construction of a dental office at the intersection of Crystal Falls Parkway and Raider Way. We anticipate one or two additional Local Office lots will be created immediately behind the dental practice along the proposed alignment of the extension of Raider Way.

The topography of the site is relatively flat with slopes of less than two (2) percent. The property has several large oak trees that will be cataloged and protected in accordance with the City's Site Development Ordinance.

A wastewater line extension along the rear property line of the adjacent commercial lot will be required to provide wastewater flows for the first phase of development. Water service is currently available at the front of the property and is of sufficient size, pressure and volume to provide appropriate fire-flows to the project.

We respectfully solicit Staff's recommendation for approval of the request and welcome any questions you have in regard to the request.

Sincerely,

David Singleton

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING OF A PORTION OF A TRACT FROM INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) AND INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO LO-2-B (LOCAL OFFICE); 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 5.84 acres, more or less, located at 10800 & 10804 East Crystal Falls Parkway, Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 5.84 acres out of the Walter Campbell Survey, Abstract No. 3; identified by tax identification numbers R031214 and R031215; more particularly described in document number 2014083342 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) and SFR-1-B (Single-Family Rural) to LO-2-B (Local Office) as shown in Exhibit "A".

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

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

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

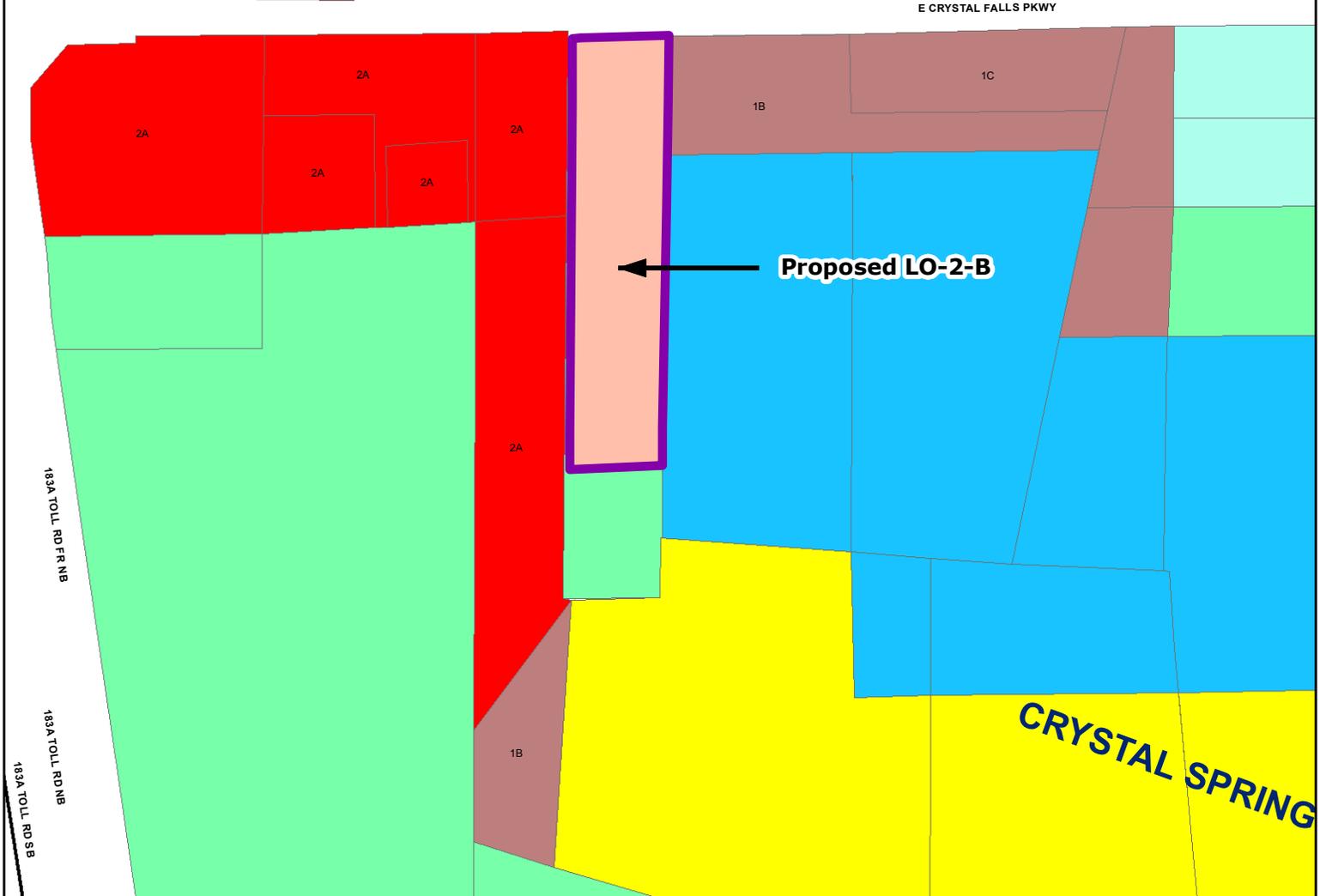
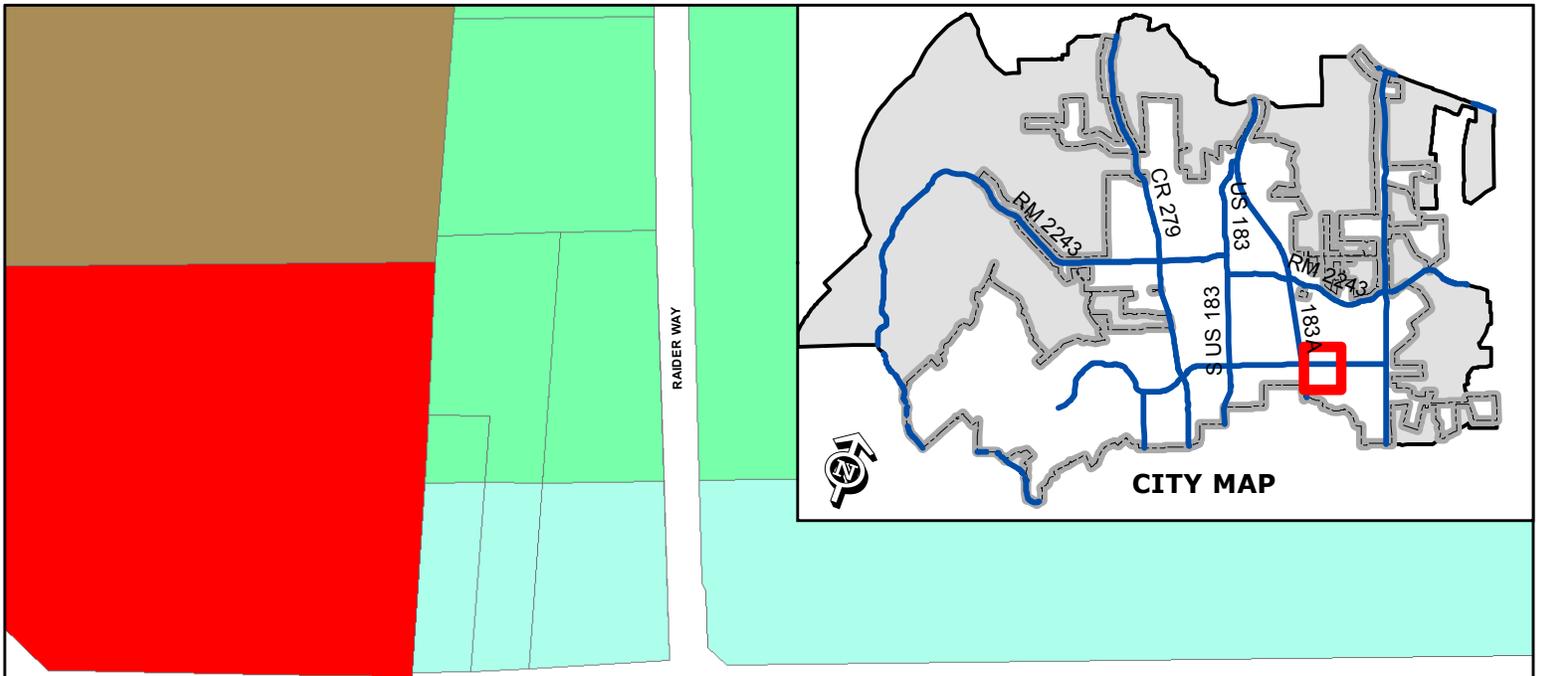
PASSED AND APPROVED on First Reading this the 21st day of May, 2015.
FINALLY PASSED AND APPROVED on this the 4th day of June, 2015.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary



ZONING CASE 15-Z-008

Exhibit A

Zoning Map
10804 East Crystal Falls Pkwy



-  Subject Property
-  City Limits

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





Executive Summary

May 21, 2015

Agenda Subject: Consideration and possible action on consenting to the 2nd Assignment and Assumption of Development Agreement for the Randall's Food Store and Shopping Center from Property Development Centers, LLC to Crystal Falls Shopping Center, LLC

Consideration and possible action on consenting to the 3rd Assignment and Assumption of Development Agreement for the Randall's Food Store and Shopping Center from Crystal Falls Shopping Center, LLC to Cypress Acquisitions, LLC

Background: The City Council approved the development agreement with Randall's Food and Drugs, LP on October 4, 2012 relating to the development of a Randall's grocery store and retail center at the southwest corner of Lakeline and Crystal Falls. On July 17, 2014 City Council approved the assignment of the development agreement to Property Development Centers, LLC.

Property Development Centers, LLC was acquired in December 2014 by Terramar Retail Centers and as a result the new ownership entity of the Leander project is Crystal Falls Shopping Center, LLC. Property Development Centers, LLC has requested that the agreement be assigned to Crystal Falls Shopping Center, LLC in order to reflect the current ownership entity.

Terramar is in the process of selling the Leander project to Cypress Equities and is requesting to assign the development agreement to Cypress Crystal Falls, LP the proposed new ownership entity. They have added language to the assignment stating that the agreement will become effective only upon the transfer of title to the new owner.

Origination: Applicant: Property Development Centers, LLC, Crystal Falls Shopping Center, LLC, and Cypress Crystal Falls, LP.

Recommendation: Staff recommends approval of both assignments.

AGENDA ITEM # 12 a&b

Attachments:

1. Assignment Assumption Request
2. Original Development Agreement
3. Development Agreement – 1st Assignment (Executed)
4. Development Agreement – 2nd Assignment (Proposed)
5. Development Agreement – 3rd Assignment (Proposed)
5. Location Exhibit

Prepared By:

Tom Yantis, AICP
Assistant City Manager

05/13/2015

SATURN DEVELOPMENT LLC
(f/k/a Property Development Centers LLC)
5918 Stoneridge Mall Road
Pleasanton, CA 94588

May 11, 2015

Mr. Kent Cagle
City Manager
City of Leander, Texas
200 West Willis Street
Leander, TX 78641

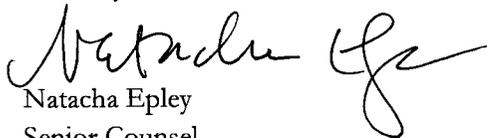
Subject: Crystal Falls Shopping Center, Leander, Texas
Assignment & Assumption of Development Agreement
to Crystal Falls Shopping Center, LLC

Dear Mr. Cagle:

As a result of the sale of all of the assets of Property Development Centers in December 2014, the development agreement related to the above referenced property needs to be assigned to the new ownership entity, Crystal Falls Shopping Center, LLC. We are therefore requesting approval of the attached Assignment and Assumption Agreement. Please return a fully executed copy of the enclosed agreement for our records.

A copy of the subject development agreement between the City and Randalls is attached to the assignment document for your convenience. Please do not hesitate to contact me if you have any questions.

Sincerely,


Natacha Epley
Senior Counsel



May 11, 2015

Mr. Kent Cagle
City Manager
City of Leander, Texas
200 West Willis Street
Leander, TS 78641

Subject: Crystal Falls Shopping Center, Leander, Texas
Assignment & Assumption of Development Agreement
to Cypress Crystal Falls, L.P., a Texas limited partnership

Dear Mr. Cagle:

Due to the pending sale of the above referenced property we are requesting approval of the attached Assignment and Assumption Agreement. Note that pursuant to paragraph 3, the agreement becomes effective only upon the transfer of title to the new owner and it is of no force or effect if the purchase and sale agreement is terminated. As I'm sure you are aware, as the current owner we continue to move forward without delay to obtain the necessary permits and approvals to commence construction of the project and the proposed buyer intends to step into our shoes and continue the same process. We therefore ask that you return a fully executed copy of the enclosed agreement for each of our records.

A copy of the subject development agreement between the City and Randalls is attached to the assignment document for your convenience. Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Liftis", with a long horizontal flourish extending to the right.

Crystal Falls Shopping Center, LLC
By: Terramar Retail Centers, LLC
By: Alex Liftis, Senior Vice President
Tel: 760-804-8600
Email: ALiftis@terramarceters.com



**DEVELOPMENT AGREEMENT
FOR THE RANDALL'S FOOD STORE AND SHOPPING CENTER**

This Development Agreement For The Randall's Food Store and Shopping Center (this "**Agreement**") is made, entered into and effective as of the 27th day of September, 2012 (the "**Effective Date**"), by and between the City of Leander, Texas, a home-rule municipal corporation (the "**City**") and Randall's Food & Drugs LP, a Delaware limited partnership ("**Developer**"). The City and Developer are sometimes referred to herein as the "**Parties**". The Parties agree as follows.

RECITALS

Whereas, Developer owns or will acquire the real property described in Section 1.01 below (the "**Property**");

Whereas, Developer will develop and construct the Randall's Store, the Retail Shopping Center and the Improvements, as hereinafter defined, on the Property (the Randall's Store and the Retail Shopping Center are sometimes collectively referred to herein as the "**Project**");

Whereas, Developer operation and maintenance of the Randall's Store, and construction of the Retail Shopping Center, will provide a community service and public convenience;

Whereas, the construction, operation and maintenance of the Project will enhance the City's ad valorem tax base and sales and use tax revenues, will create new employment opportunities, and will contribute to the overall economic development of the City;

Whereas, for and in consideration of the waiver of building permit and site development fees described herein, Developer will obtain a certificate of occupancy for the Randall's Store, and obtain a final inspection of and have the Retail Shopping Center buildings ready for tenant occupancy, not later than two (2) years after the extension of Lakeline Boulevard to FM 2243 is completed ("**Lakeline Boulevard**"); and

Whereas, the City desires to assist the economic development of the City by providing financial assistance to Developer, so that the Project will be situated on the Property, and the Randall's Store and Retail Shopping Center will be constructed, operated and maintained in a manner that contributes to the quality of life and economy of the City.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained in this Agreement, and other good and valuable consideration, the Parties incorporate the foregoing Recitals into this Agreement as if incorporated herein verbatim, and the City and Developer contract, covenant and agree as follows:

**Article 1.
Definitions**

Section 1.01. The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Capitalized

words, terms and phrases not defined in this section but otherwise defined in this Agreement shall have the meaning given as defined in other sections of this Agreement. Words not defined in this Agreement shall have their common meaning and be construed in the context used in this Agreement. Words used in the present tense include the future tense. Words used in the plural include the singular, and words in the singular include the plural. The word "shall" is mandatory. The word "herein" means in this Agreement. The words "used or occupied" as to land or building shall be construed to include the words intended, arranged, or designed to be used or occupied.

- (a) "Applicable Regulations" means and includes the applicable federal and state laws, rules and regulations, and the City Charter and ordinances, rules and regulations of the City.
- (b) "Certificate of Occupancy" means a permit or authorization issued by the City that authorizes occupancy of a structure after the structure has been constructed and completed in compliance with all applicable codes, ordinances, rules and regulations.
- (c) "Comply" and "compliance" mean timely, full, and complete performance of each and every requirement, obligation, duty, condition, or warranty as stated in this Agreement. The words "Comply" and "compliance" mean complete compliance and do not mean substantial compliance, unless otherwise specifically stated.
- (d) "Construct" and "construction" mean construction in a good and workmanlike manner and in compliance with Applicable Regulations.
- (e) "Default" means failure to comply timely, fully, and completely with one or more requirements, obligations, duties, terms, conditions or warranties set forth in this Agreement, after any applicable notice and cure period provided in Section 12.01 hereinbelow.
- (f) "Detention Pond" means the existing detention/water quality facility that is owned by the City, abuts Lakeline Boulevard and the Property, and is described and shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.
- (g) "Improvements" means all required water, wastewater, Drainage Improvements, Roadway Improvements, streets, driveway, parking areas, landscaping and other amenities and improvements within and outside the boundaries of the Property that are required to serve the Project, including, but not limited to, the Randall's Store and the Retail Shopping Center, and specifically excluding any such construction, work, driveways, streets or facilities that are required to serve individual Townhouses.
- (h) "Property" means the real property, located within the City at the southwest corner of Lakeline Boulevard and Crystal Falls Parkway, described in Exhibit "B" attached hereto and incorporated herein by reference for all purposes.
- (i) "Randall's Store" means a Randall's grocery store that has 58,000 square feet, or more, of heated and cooled space under roof.

(j) "Retail Occupants" means (collectively) Randall's, and the retail stores, banks, and persons leasing or owning space and conducting business within the Retail Shopping Center.

(k) "Retail Shopping Center" means a building, or buildings, that is in addition to the Randall's Store, that has an aggregate of 23,000 square feet, or more, of heated and cooled space under roof that is designed for and to be occupied by retail shops and retail service providers. In addition to the Retail Shopping Center, Developer may develop pad sites along Crystal Falls Parkway.

(l) "Townhouse Tract" means the area shown on the Crystal Falls Town Center Conceptual Site Plan attached hereto as Exhibit "D" as being planned for the development of Townhouses.

Article 2. Purposes, Term and Consideration

2.01. Developer owns or has a contractual right to purchase, and has made application for and obtained the rezoning of, the Property.

(a) Developer has submitted to the City a proposal for development of the Property that will include the Randall's Food Store, the Retail Shopping Center and the Improvements. It is the intent of this Agreement that the Project will generally be laid out, planned, developed and constructed in compliance with the Conceptual Site Plan attached hereto and incorporated herein for all purposes as Exhibit "C" (the "Conceptual Site Plan"), for the uses and occupancies generally referenced and described in this Agreement, according to and in compliance with the requirements of the Applicable Regulations, this Agreement, and the site development plans hereinafter approved by the City.

(b) Developer desires to develop the Property for the Project, obtain water service, wastewater service, adequate drainage and improved traffic access for the Project, and to purchase the Detention Pond from the City. In order to provide water, wastewater, drainage and improved traffic access to the Project, it is necessary to construct certain improvements to extend adequate water and wastewater services as necessary, provide for drainage, detention and water quality of storm water and to provide for increased traffic access to the Property as provided in this Agreement and in the plats and construction drawings approved by the City. The construction of the "Drainage Improvements", as defined in Section 4.01 below, will provide the storm water detention capacity and water quality assets required for the Project and the additional storm water detention/water quality capacity necessary to replace the capacity of the Detention Pond.

2.02. Developer will benefit from this Agreement by virtue of the City services that will be made available to the Property, the City's participation in the Cost of the Project (as hereinafter defined) as provided in Article 9, the City's agreement to sell the Detention Pond to Developer for and consideration of the Developer paying to the City Three and 90/100 Dollars (\$3.90) per square foot of the land on which the Detention Pond is located and Developer replacing the detention/water quality capacity of the Detention Pond, in addition to providing additional detention/water quality capacity required for the Project, and the certainty and assurance in the

conditions, terms, and restrictions applicable to the development of the Property and Project. The City will benefit from this Agreement by virtue of the creation of jobs within the City and the increased sales and ad valorem taxes that the City will realize.

2.03. The benefits to the Parties set forth in Section 2.02 above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

2.04. The term of this Agreement shall begin on the Effective Date and end two (2) years after the date that the construction of Lakeline Boulevard is accepted by the City or by Williamson County, Texas, (the "County") as complete (the "Term"), provided the Term of this Agreement shall expire earlier on the occurrence of a Default by Developer in the performance of this Agreement. Upon the expiration of this Agreement any and all rights of Developer pursuant to this Agreement shall terminate and expire; provided, however, that if a Default has not occurred, or a Default has occurred, but Developer has paid all applicable site development and building permit fees, all zoning, building permits, and City approved construction, Drainage Improvements, street modification and signage plans shall survive the termination of this Agreement.

Article 3 Development of the Project

3.01. **Applicable Regulations.** Developer shall plan, design, plat, build-out and complete the Project, in compliance with good engineering practices, the Applicable Regulations and this Agreement.

3.02. **Design and Construction.** Developer shall, at Developer's sole cost and expense, finance, design, construct and install: (a) all Drainage Improvements as defined in Section 4.01 below; and (b) all streets, detention/water quality and drainage facilities, parking areas, landscaping and other amenities and improvements within and outside the boundaries of the Property that are required for the Project. Developer shall construct and install the Project, in compliance with the Applicable Regulations and plans and specifications approved by the City, and Developer shall not receive any rebate or contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property, or for the Project.

Article 4. Design and Construction of the Drainage Improvements

4.01. **Developer Responsible for Constructing Drainage Improvements.** Developer shall be solely responsible for the design and construction of all drainage improvements and facilities required for the Project. The drainage improvements required to be constructed by Developer will include a new detention pond (the "Replacement Detention Pond"). The Replacement Detention Pond will have detention/water quality capacity equal to the capacity of the Detention Pond that the City is conveying to Developer plus the detention/water quality capacity required to serve the Project and the Townhouse Tract.

(a) The drainage improvements shall consist of all drainage improvements that are required by the Applicable Regulations, good engineering practices, and this Section 4.01, to be constructed for the Project, and such drainage improvements shall include the Replacement Detention Pond (collectively the “**Drainage Improvements**”).

(b) . The Replacement Detention Pond will be located at the site shown on **Exhibit “D”** and an easement for drainage, storm water detention and water quality as preliminarily generally shown on the attached **Exhibit “H”** (subject to change by Developer in connection with the design and construction of the Drainage Improvements) shall be granted to the City on or before completion of the Drainage Improvements and before the conveyance of the Detention Pond to Developer pursuant to Section 4.03 below. The Replacement Detention Pond will be conveyed by Special Warranty Deed, subject to the easement, to the Crystal Falls Home Owner’s Association (“**Crystal Falls HOA**”). The Crystal Falls HOA shall have the duty and responsibility to operate and maintain the Replacement Detention Pond until such time, if any, that the City Council of the City releases the operation and maintenance obligations. The easement to the City shall be on the land on which the Replacement Detention Pond is to be located, and the Replacement Detention Pond shall be operated and maintained at no cost to the City.

4.02. Detention Pond. Developer will purchase the Detention Pond from the City for and in consideration of payment to the City of (a) a cash amount equal to the current market value of Three and 90/100 Dollars (\$3.90) per square foot of the land, and (b) as additional compensation for the City’s conveyance of the Detention Pond to Developer, Developer will add to and increase the size and capacity of the detention/water quality pond required for the Project as required by Section 4.01.

4.03. Conveyance of Detention Pond. Developer shall build, construct and install the Replacement Detention Pond as defined in Section 4.01 above prior to the demolition or removal of the Detention Pond. Upon the completion of construction and approval of the Drainage Improvements constructed by Developer, the City will, by Special Warranty Deed, sell and convey the Detention Pond to Developer for and in consideration of the compensation provided in Section 4.02.

Article 5.

Design and Construction of the Roadway Improvements

5.01. The roadway improvements shall consist of deceleration turn lanes and median cuts on Lakeline Boulevard and on Crystal Falls Parkway that are designed, constructed and installed in compliance with this Agreement and good engineering practices (the “**Roadway Improvements**”). The Roadway Improvements, median breaks and curb cuts will be constructed in compliance with, and at the locations shown on, **Exhibit “E”**, attached hereto and incorporated herein for all purposes.

Article 6.
Project Engineer

6.01. A qualified professional engineering firm, LJA Engineering, Inc. or other qualified professional engineering firm, employed by Developer and approved by the City (the "**Project Engineer**"), will act as Engineer for the Roadway Improvements and the Drainage Improvements. The Project Engineer will prepare the design, construction plans and specifications, and supporting documentation for the Roadway Improvements, in compliance with this Agreement, all applicable professional standards and duties, and good engineering practices. The Project Engineer will submit to the City Engineer, for review and approval in accordance with this Section and Section 8.01, the design, plans and specifications for the Drainage Improvements and Roadway Improvements.

Article 7.
Cost of the Project

7.01. All costs and expenses for the Project, including, but not limited to the Drainage Improvements and the Roadway Improvements, shall be paid by Developer as they become due. The City will not bear or pay any part or portion of the Cost of the Project, except as specifically provided in Article 9.

7.02. Developer shall fund and pay for the design, construction and installation of the Drainage Improvements as provided in this Agreement, in a timely manner, and at the sole cost and expense of the Developer.

7.03. Developer shall fund and pay for the design, construction and installation of the Roadway Improvements as provided in this Agreement, in a timely manner, and at the sole cost and expense of the Developer.

7.04. Developer shall not receive any rebate or contribution from the City for any portion of any amenity or improvement that is constructed either off-site, or on-site within or outside 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 pursuant to the terms of Article 9 of this Agreement.

7.05. Developer and its grantees, lessees, successors and assigns, shall pay to the City all fees and charges provided for or established by the Applicable Regulations, for or with respect to the development of the Property; save and except as specifically provided in Article 9.

Article 8.
Plans, Specifications and Performance

8.01. Developer hereby further agrees to:

(a) contract with Project Engineer for the preparation of the design, plans and specifications and the provision of the services anticipated to be performed by Project Engineer

with respect to the Drainage Improvements and the Roadway Improvements, pursuant to and in a manner consistent with the intent of this Agreement;

(b) review and approve the plans and specifications for construction of the Drainage Improvements and the Roadway Improvements;

(c) cause Project Engineer to submit all plans and specifications to the engineer for the City ("City Engineer") for review and approval;

(d) work and coordinate with the City to assure that the Drainage Improvements and Roadway Improvements are timely constructed in accordance with the plans and specifications approved by City Engineer;

(e) coordinate with, and obtain all permits, reviews and approvals lawfully required by, Williamson County, the City, the State of Texas and any agency of the State;

(f) develop and construct the Randall's Store and Retail Shopping Center in compliance with the approved zoning, and the Applicable Regulations, and make timely and compliant applications for all permits required by the Applicable Regulations;

(g) obtain a final Certificate of Occupancy for the Randall's Store and the Retail Shopping Center on or on or before two (2) years after the date that the extension of Lakeline Boulevard to FM 2243 is accepted by the City or by Williamson County, Texas, as complete;

(h) cause all water and wastewater extensions, connections and facilities, utility extensions, on-site drainage grading and facilities, and all other infrastructure and construction of every nature and kind whatsoever that is necessary and required for the Property to be completed in compliance with the Applicable Regulations, and the plats and construction plans that are approved by the City, at the sole cost, expense and responsibility of Developer;

(i) reimburse the City monthly for the reasonable costs and expenses incurred by the City for legal fees with respect to this Agreement, or to acquire or convey property (including by eminent domain) that is required for development of the Property, and any out-of-pocket costs incurred for third party professional engineering services by reason of a dispute between Project Engineer and City Engineer, and related costs and expenses, with respect to the Project and this Agreement;

(j) pay, or cause its grantees, successors and assigns, to pay the water and wastewater impact fees and tap fees, and all other fees and charges established by the Applicable Regulations and applicable to the development of the Project save and except as specifically provided in Article 9;

(k) provide the City with adequate security, by cash deposit or letter of credit, prior to the start of construction of the Roadway Improvements, to assure timely final completion and acceptance of the Roadway Improvements in compliance with the Applicable Regulations; and

(l) comply with the approved conceptual landscape and tree preservation plan attached as Exhibit "F" at the time that the Site Development Permit is issued.

8.02. The City hereby further agrees to:

(a) review and approve the design, plans and specifications for the construction of the Drainage Improvements and the Roadway Improvements, and after the completion of the construction in accordance with the approved plans, specifications, and good engineering practices, separately approve the Drainage Improvements and the Roadway Improvements, and not unreasonably withhold, delay or condition any such requested approvals; provided, however, that requiring compliance with, and review and approvals completed in compliance with, the Applicable Regulations shall not be deemed unreasonable condition or delay;

(b) conduct a timely review of all submittals by Developer, its grantees and lessees, as each submittal is made, and the City will review such submittals individually and will not require a complete set of plans in order to initiate the review;

(c) review and process the site development plan applications for the Property, and for any portions thereof, including, but not limited to, a site development plan for the Randall's Store and the Retail Shopping Center, in a timely and expeditious manner, and issue building permits for the Randall's Store and Retail Shopping Center, as appropriate, based on plans submitted contemporaneously with the issuance of the site development permit;

(d) issue the Certificate(s) of Occupancy ("CO") for the Property "per shop" and, in the Retail Shopping Center, to issue a CO for each store with common walls and a roof; including issuance of a temporary CO for the Randall's Store, and retail shop(s) within the Retail Shopping Center, once the exterior structure is complete (and prior to completion of landscaping, environmental or other controls), in order to allow Randall's, its grantees, lessees and successors to store furnishings and products within the store after it is substantially completed;

(e) during the design and construction of the Drainage Improvements, Roadway Improvements and the development of the Project, review and approve permit applications and necessary change order requests, as appropriate, and perform all inspections of the Drainage Improvements, Roadway Improvements and Project in a timely manner and not unreasonably withhold, delay or condition such applications and requests; ; provided, however, that requiring compliance with, and review and approvals completed in compliance with the Applicable Regulations shall not be deemed unreasonable condition or delay;

(f) accept one or more surety bonds, cash deposits, or letters of credit issued by a bank that is acceptable to the City, as security to assure the completion and acceptance of the Roadway Improvements;

(g) provide water and wastewater services to the Property upon the issuance of Certificates of Occupancy for the Project on the same terms and conditions that are provided to all other areas of the City; and

(h) calculate and determine the amount of water service for buildings or facilities located within the Project as provided in the Applicable Regulations requiring payment of the fees at the rate that is in effect when the fees become due and payable.

(i) allow for three (3) car stacking at the pharmacy drive-thru for the Randall's Store.

(j) allow up to 5 % EIFS material on the exterior of each building in the Project; and

(k) upon application(s) being filed with the City, approve sign permits for the Multi-Tenant Monument Sign, three Single Tenant Monument Signs and the Fuel Monument Sign that are shown on Exhibit "G" attached to this Agreement.

Article 9 Waiver of Certain Fees

9.01. Economic Development Incentive. (a) Waiver Grant. Subject to the terms, limitations and provisions of this Section 9.01 and Developer's full and timely performance of, and compliance with, each of the requirements and conditions precedent set forth in this Agreement, the City agrees to grant to Developer an economic development incentive equal to the site development and building permit fees payable to the City, pursuant to the Applicable Regulations.

(b) Waiver of Certain Fees. Subject to Developer completing and obtaining a Certificate of Occupancy for the Randall's Store and the Retail Shopping Center within two (2) years after the date the extension of Lakeline Boulevard to FM 2243 is accepted as complete by the City or by the County, the City waives Developer's payment of the site development and building permit fees for the Project.

(c) Termination of Waiver of Fee Payments. Notwithstanding any other term or provision of this Agreement to the contrary, if Developer does not obtain a Certificate of Occupancy for the Randall's Store and the Retail Shopping Center on or before the second anniversary date of the acceptance by the City or the County of the extension of Lakeline Boulevard to FM 2243 the waiver of the site development and building permit fees shall terminate. Upon such termination Developer promptly shall pay to the City the site development and building permit fees then established by the Applicable Regulations for site development permit and all building permits issued for the Project by the City, and no Certificate of Occupancy shall be issued for the Project until such fees are paid.

9.02. Performance By Developer. Developer shall perform all the duties and responsibilities of Developer as set forth and provided in the foregoing Articles of this Agreement, and not be or remain in Default of any such duty or obligation after notice and opportunity to cure. The occurrence of an uncured Default by Developer and failure to perform an obligation under any Section or Article of this Agreement, excluding this Article 9, shall be and constitute a failure by Developer to perform under this Article 9.

9.03. Performance Criteria. Developer further agrees and covenants that it shall comply with all of the following, and the failure to so perform will be an un-curable Default:

(a) Developer shall cause the design, plans and specifications for the installation and construction of the Project, in compliance with an approved Site Development Plan, including, but not limited to, the Project, to be completed by Project Engineer as provided in this Agreement, and approved by City Engineer on or before the expiration of one (1) year from the completion date of the extension of Lakeline Boulevard to FM 2243;

(b) Developer shall apply for a building permit for construction of the Project on or before one (1) year from the completion date of the extension of Lakeline Boulevard to FM 2243;

(c) Developer shall complete construction and obtain final approval from the City of the Project on or before two (2) years following the completion date of the extension of Lakeline Boulevard to FM 2243;

(d) Developer shall cause the Randall's Store to be open for business and fully operational, and the Retail Shopping Center to be constructed and available for occupancy, on or before two (2) years following the completion date of the extension of Lakeline Boulevard to FM 2243 (collectively the "**Performance Criteria**"); and

(e) Developer's failure to comply with any one of these Performance Criteria shall result in an un-curable Default and termination of the waiver of site development and building permit fees.

9.04. Forfeiture. Developer shall forfeit any and all rights to the waiver of the payment of site development and building permit fees set forth in Section 9.01(b) above if Developer fails to meet and comply with the Performance Criteria. If Developer Defaults by failing to comply with the Performance Criteria set forth in Section 9.03 above, all rights of Developer pursuant to this Article 9 shall terminate. If Developer otherwise Defaults in the performance of this Agreement, and fails to timely cure such Default after receipt of written notice of Default from the City, this Agreement shall terminate, except for the provisions of this Agreement, including, but not limited to, Section 12.03 which specifically shall survive termination.

9.05. Default of Performance Criteria. Notwithstanding any other term or provision of this Agreement, a Default by reason of Developer's failing to comply with a Performance Criteria provided in Section 9.02 above is not curable and notice of such Default is not required.

Article 10. Eminent Domain

10.01. The City agrees to provide the use of all City lands, rights-of-way and easements, as appropriate, and to provide further required easements or fee ownership as may be necessary and useful for the construction of the Roadway Improvements, and the location of water and wastewater lines and facilities that are needed to serve the Property. It is acknowledged that, if a sufficient water supply or wastewater service is not available at the Property for the use and

operation of the Project without reducing or interfering with the water availability or wastewater service to persons being served by the water or wastewater lines located in the right-of-way abutting the Property, the required water supply or wastewater lines being a public necessity, the City agrees to use its power of eminent domain to acquire such lands or easements, if necessary. In the event any such eminent domain is required and undertaken by City, the cost and expense thereof shall be paid by Developer.

Article 11.
Assignment of Commitments and Obligations

11.01. Developer's rights and obligations under this Agreement may not be assigned without such assignment being first approved and consented to by the City Council of the City, which approval and consent shall not be unreasonably withheld or delayed. Developer may, however, sell or lease pad sites and/or all or portions of the Retail Shopping Center, and any such sale or lease shall not be deemed an assignment of this Agreement; provided, however, in such event, (a) Developer shall contractually require any such lessee or purchaser to comply with the terms of this Agreement and develop a Retail Shopping Center or portion thereof in accordance with Conceptual Site Plan attached hereto as Exhibit "C"; (b) Developer shall enforce the obligation of such lessee or purchaser to comply with such contractual obligations; and (c) Developer shall remain responsible for the performance of all obligations of Developer hereunder with regard to the portion of the Retail Shopping Center so leased or sold. The development of any portion of the Project by one or more purchasers of portions of the Project (other than pad sites) in a manner that is inconsistent with the Conceptual Site Plan attached hereto in any material respect shall require the development plans therefor to be approved and consented to by City Council of the City, which approval shall not be unreasonably withheld or delayed; provided, however, the size of a pad site, the size of the building thereon and the configuration of a pad site may be modified without such City approvals so long as such modified design complies with all applicable City requirements for parking ratios, water quality, landscape and driveways.

11.02. This Agreement shall be binding upon the Parties, their successors and assigns.

Article 12.
Default

12.01. A party shall not be deemed to have committed a curable Default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the Default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the Default is not an un-curable default and the nature of the curable Default is such that it cannot reasonably be cured within the thirty (30) day period, the party receiving the notice of Default may during such initial thirty (30) day period for cure give the other party written notice that it has commenced cure within the thirty (30) day period and will diligently and continuously prosecute the cure to completion as reasonably soon as possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the time permitted for cure for up to 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 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 provided, further, that if a Default is not cured within the applicable time period of thirty (30) business days, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within 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 ninety (90) calendar days after the defaulting party gives written notice that it is commencing cure, the non-defaulting party may terminate this Agreement. Notice of Default shall not be required if the Default is an un-curable Default.

12.02. Provided Developer or Developer's construction lender has given the City advance written notice providing the name and address of the Developer's construction lender, the City shall give written notice of any curable Default by Developer to Developer's construction lender. If Developer or Developer's construction lender has provided the City with such advance written notice, no notice of a curable Default by the City to Developer shall be deemed effective until it is served on Developer's construction lender. Developer's construction lender shall have the right to correct or cure any such failure within the same period of time after receipt of such notice as is given to Developer under this Agreement to correct or cure failures. The City will accept performance by either or both of Developer's construction lender and any anchor tenant of any covenant, condition or agreement on Developer's part to be performed hereunder with the same force and effect as though performed by Developer.

12.03. Notwithstanding any provisions of this Agreement to the contrary, in the event of any Default by Developer and/or the termination of this Agreement by the City, excluding enforcement of the Applicable Regulations and requirements to complete the Project in compliance with Exhibit "C", the City's sole remedies in such event shall be as set forth in Article 9 of this Agreement, and Developer's permits, pond relocation, landscape and sign approvals, and all variances granted to Developer by the City shall survive such default or termination and remain in full force and effect thereafter.

Article 13. Force Majeure

13.01. 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 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 thirty (30) days.

13.02. 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 thirty (30) days after the occurrence thereof.

13.03. 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 if found appropriate by the Party receiving the notice, in its reasonable business judgment, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch, and the term of this Agreement shall be extended for such period of suspension.

13.04. 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 14. Notices

14.01. 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 or sent by a recognized overnight courier service such as Federal Express. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed, or if sent by overnight courier, the next business day after it is sent.

Any notice mailed to the City shall be addressed:

City of Leander

Attn: Kent Cagle, City Manager
200 West Willis
P.O. Box 319
Leander, Texas 78646-0319
Telephone: (512) 528-2700
Facsimile: (512) 528-2831
e-mail: kcagle@leandertx.gov

with copy to:

McKamie & Krueger
Attorneys at Law
Executive Office Terrace
223 West Anderson Lane, Suite A105
Austin, Texas 78752
Telephone: (512) 323-5778
Facsimile: (512) 323-5773
e-mail: attorneys@cityattorneytexas.com

Any notice mailed to Developer shall be addressed:

Randall's Food & Drugs LP
Real Estate Department
3663 Briarpark Drive
Houston, TX 77042
Telephone: (713) 268-3897
Facsimile: (713) 268-3601
email: david.hardin@safeway.com

With Copy to:

Safeway, Inc.
Real Estate Law Department
5918 Stoneridge Mall Rd.
Pleasanton, CA 94588
Telephone: 925-226-5702
Facsimile: 925-467-3224

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 15.
Entire Agreement

15.01. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties hereto, and may not be amended except by a writing signed by all parties and dated subsequent to the date hereof.

Article 16.
Effective Date

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

Article 17.
Texas Law Governs

17.01. Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in the State District Courts located in Williamson County, Texas.

Article 18.
Time of the Essence

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

Article 19.
Litigation Expense

19.01. Attorney Fees and Costs. A Party shall not be liable to the other Party for attorney fees or costs incurred in connection with any litigation between the Parties, or in any action, process or proceeding in which a Party seeks to obtain a remedy from the other Party, including appeals and any post-judgment proceedings.

Article 20.
Counterparts

20.01. Counterparts. To facilitate execution of this Agreement, this Agreement may be executed in multiple counterparts, each of which, when assembled to include an original signature of each party contemplated to sign this Agreement, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement.

*[Remainder of Page Intentionally Left Blank;
Signature Page Follows]*

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

CITY:

City of Leander, Texas

Attest:

By: Debbie Haile
Debbie Haile, City Secretary

By: Kent Cagle
Name: Kent Cagle
Title: City Manager



DEVELOPER:

RANDALL'S FOOD & DRUGS LP
a Delaware limited partnership

By: Randall's Food Markets, Inc., a Delaware corporation,
its General Partner

By: Wendzel Mitchell
Name: Wendzel Mitchell
Title: Assistant Vice President

By: Denise M. Roman
Name: Denise M. Roman
Title: Assistant Vice President

Form Approved: WAM

State of Texas
County of Williamson

This instrument was acknowledged before me on 4th day October 2012 by Kent Cagle.



Cindy Hignite
Notary Public's Signature

State of Texas
County of Williamson

This instrument was acknowledged before me on 27th day Sept. 2012 by Wendall Mitchell.



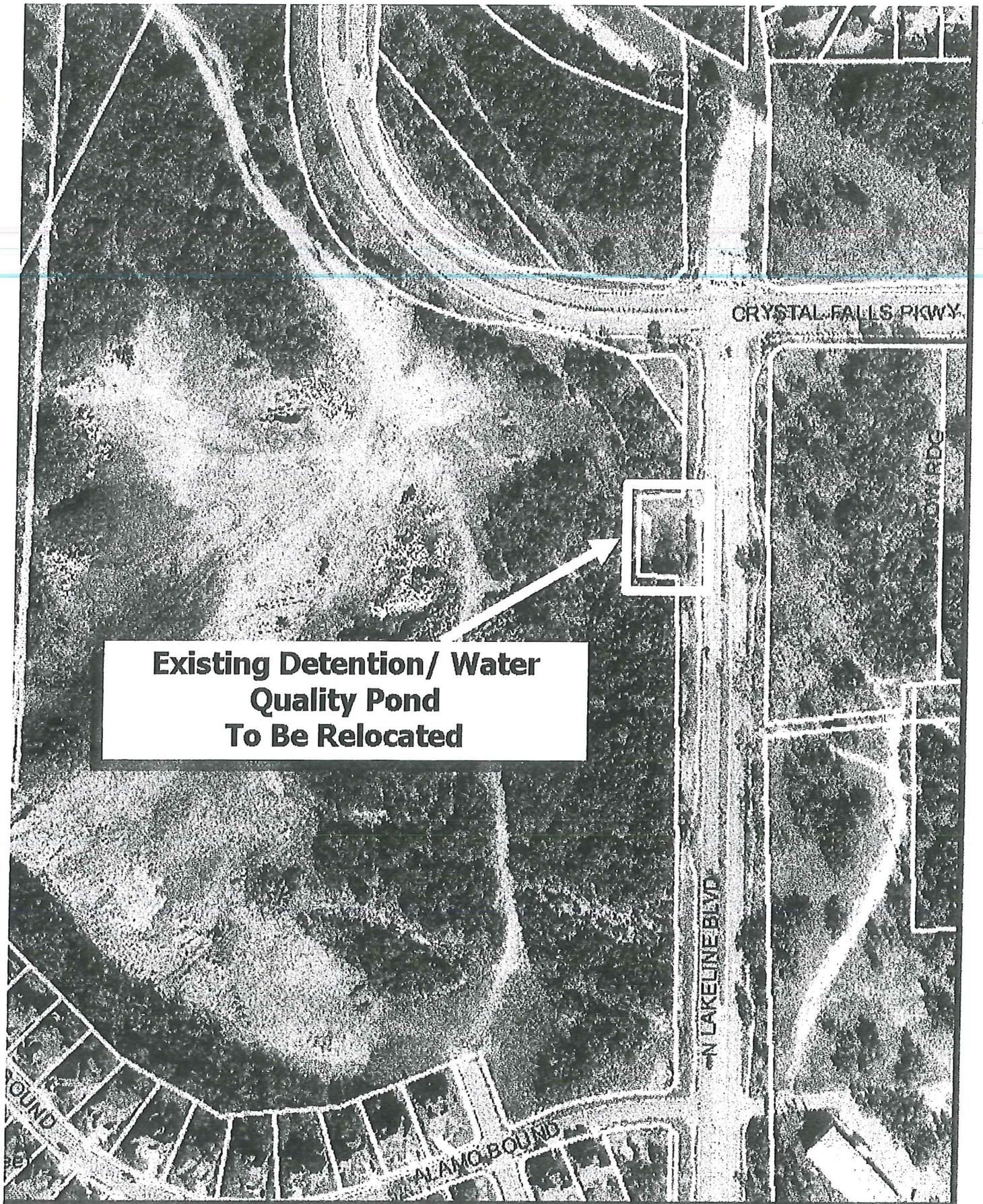
Debra Kay Haile
Notary Public's Signature

State of Texas
County of Williamson

This instrument was acknowledged before me on 27th day Sept. 2012 by Denise M. Roman.



Debra Kay Haile
Notary Public's Signature



**Existing Detention/ Water
Quality Pond
To Be Relocated**

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

Exhibit "A"

CRYSTAL FALLS TOWN CENTER

IN THE CITY OF LEANDER, TRAVIS COUNTY & WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT

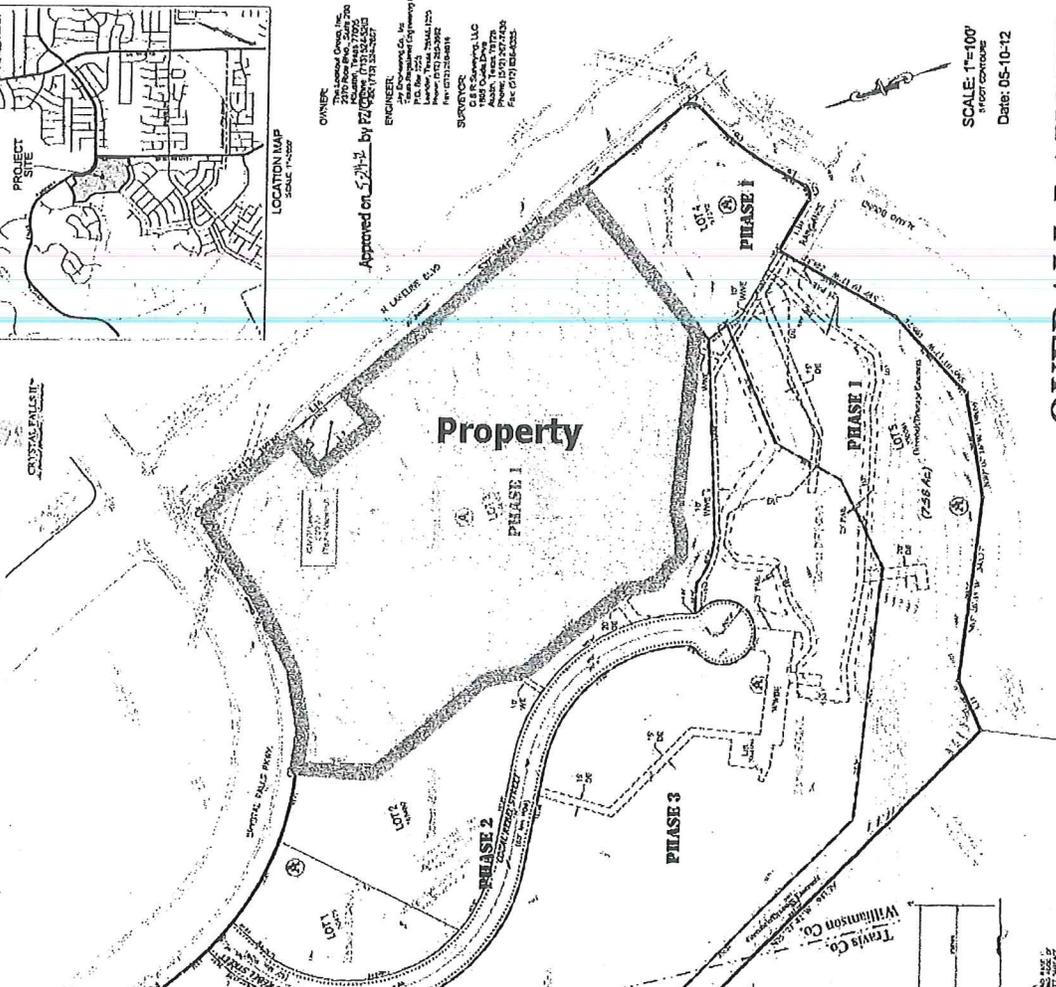


OWNER: The Leander City, Inc.
 2100 North Ave., Suite 200
 Leander, Texas 78645
 Phone: (512) 255-1234
 Fax: (512) 255-1235

APPROVED BY: [Signature]

ENGINEER: [Signature]

SUPERVISOR: C.E.R. Consulting, LLC
 10000 North Loop West, Suite 1000
 Houston, Texas 77067
 Phone: (713) 267-7777
 Fax: (713) 267-7778



12.275 ACRES 9 APPROXIMATELY 534,716 SQ. FT. 0 IN THE ALBERT BITTICK SURVEY NO. 144, ABSTRACT NO. WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A 580.2511 ACRE TRACT CONVEYED TO KEY-DEER HOLDINGS, L.P. IN A WARRANTY DEED WITH VENDOR'S LEIN DATED APRIL 11, 2005 AND RECORDED IN DOCUMENT NO. 2005027781 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

Lot Table

Lot #	Area (Acres)	Area (Sq. Ft.)
1	0.10	4356
2	0.10	4356
3	0.10	4356
4	0.10	4356
5	0.10	4356
6	0.10	4356
7	0.10	4356
8	0.10	4356
9	0.10	4356
10	0.10	4356
11	0.10	4356
12	0.10	4356
13	0.10	4356
14	0.10	4356
15	0.10	4356
16	0.10	4356
17	0.10	4356
18	0.10	4356
19	0.10	4356
20	0.10	4356
21	0.10	4356
22	0.10	4356
23	0.10	4356
24	0.10	4356
25	0.10	4356
26	0.10	4356
27	0.10	4356
28	0.10	4356
29	0.10	4356
30	0.10	4356
31	0.10	4356
32	0.10	4356
33	0.10	4356
34	0.10	4356
35	0.10	4356
36	0.10	4356
37	0.10	4356
38	0.10	4356
39	0.10	4356
40	0.10	4356
41	0.10	4356
42	0.10	4356
43	0.10	4356
44	0.10	4356
45	0.10	4356
46	0.10	4356
47	0.10	4356
48	0.10	4356
49	0.10	4356
50	0.10	4356
51	0.10	4356
52	0.10	4356
53	0.10	4356
54	0.10	4356
55	0.10	4356
56	0.10	4356
57	0.10	4356
58	0.10	4356
59	0.10	4356
60	0.10	4356
61	0.10	4356
62	0.10	4356
63	0.10	4356
64	0.10	4356
65	0.10	4356
66	0.10	4356
67	0.10	4356
68	0.10	4356
69	0.10	4356
70	0.10	4356
71	0.10	4356
72	0.10	4356
73	0.10	4356
74	0.10	4356
75	0.10	4356
76	0.10	4356
77	0.10	4356
78	0.10	4356
79	0.10	4356
80	0.10	4356
81	0.10	4356
82	0.10	4356
83	0.10	4356
84	0.10	4356
85	0.10	4356
86	0.10	4356
87	0.10	4356
88	0.10	4356
89	0.10	4356
90	0.10	4356
91	0.10	4356
92	0.10	4356
93	0.10	4356
94	0.10	4356
95	0.10	4356
96	0.10	4356
97	0.10	4356
98	0.10	4356
99	0.10	4356
100	0.10	4356

Lot Counts

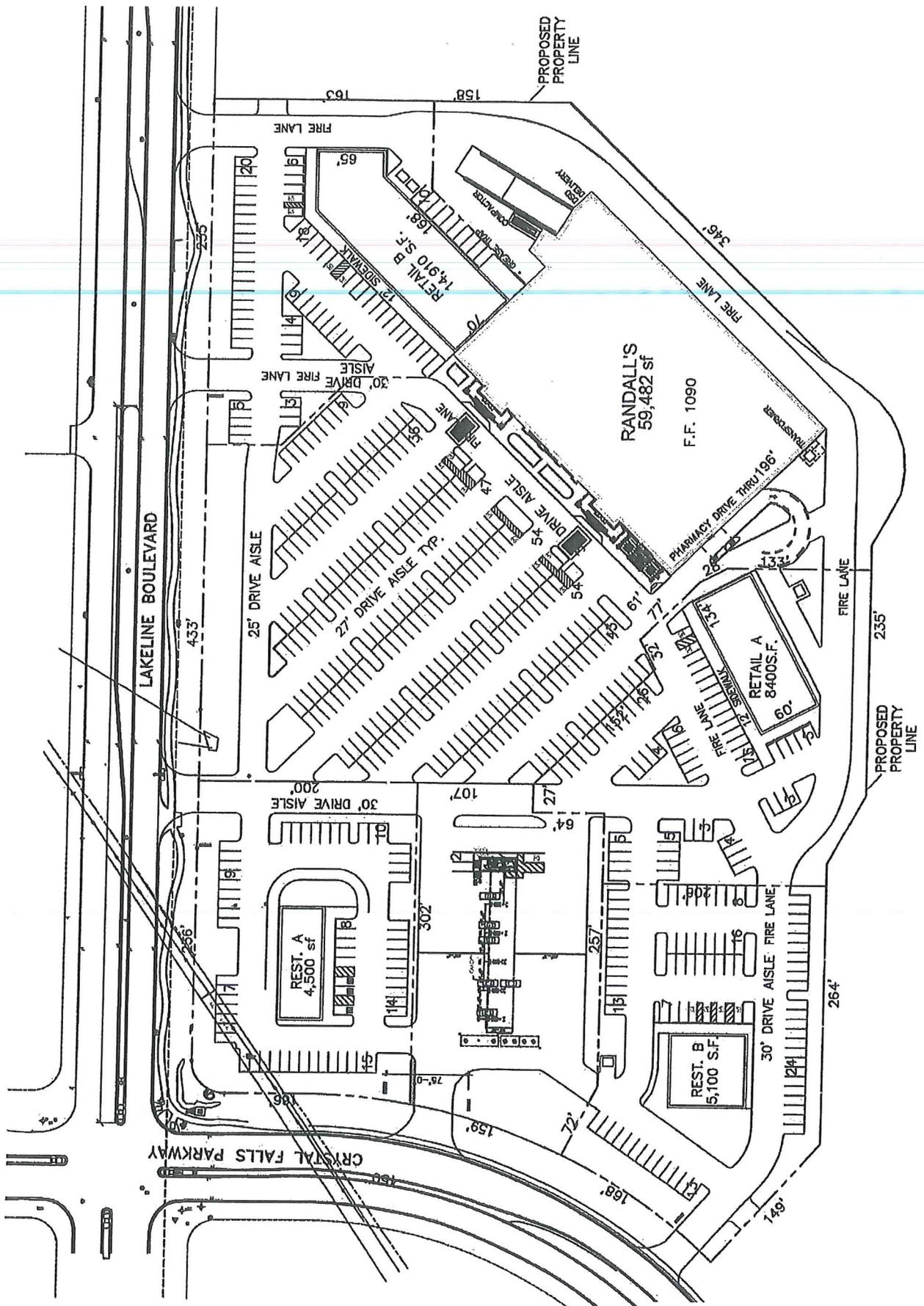
Lot #	Area (Acres)	Area (Sq. Ft.)
GC-3-A	19.99	864,000
LO-2-A	3.23	140,800
SPT-2-A	19.55	852,000
Greenbelt	7.58	329,600
ROW	2.08	90,700
Total Lots = 5		
Total Average = 52.43 AC.		

- NOTES:
1. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 2. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 3. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 4. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 5. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 6. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 7. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 8. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 9. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 10. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 11. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 12. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 13. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 14. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 15. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 16. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 17. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 18. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 19. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 20. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 21. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 22. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 23. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 24. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 25. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 26. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 27. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 28. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 29. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 30. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 31. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 32. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 33. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 34. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 35. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 36. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 37. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 38. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 39. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 40. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 41. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 42. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 43. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 44. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 45. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 46. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 47. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 48. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 49. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 50. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 51. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 52. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 53. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 54. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 55. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 56. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 57. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 58. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 59. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 60. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 61. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 62. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 63. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 64. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 65. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 66. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 67. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 68. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 69. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 70. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 71. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 72. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 73. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 74. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 75. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 76. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 77. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 78. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 79. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 80. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 81. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 82. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 83. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 84. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 85. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 86. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 87. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 88. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 89. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 90. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 91. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 92. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 93. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 94. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 95. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 96. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 97. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 98. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 99. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.
 100. ALL PHASES SHALL BE CONSIDERED OPEN UNLESS OTHERWISE SPECIFIED.



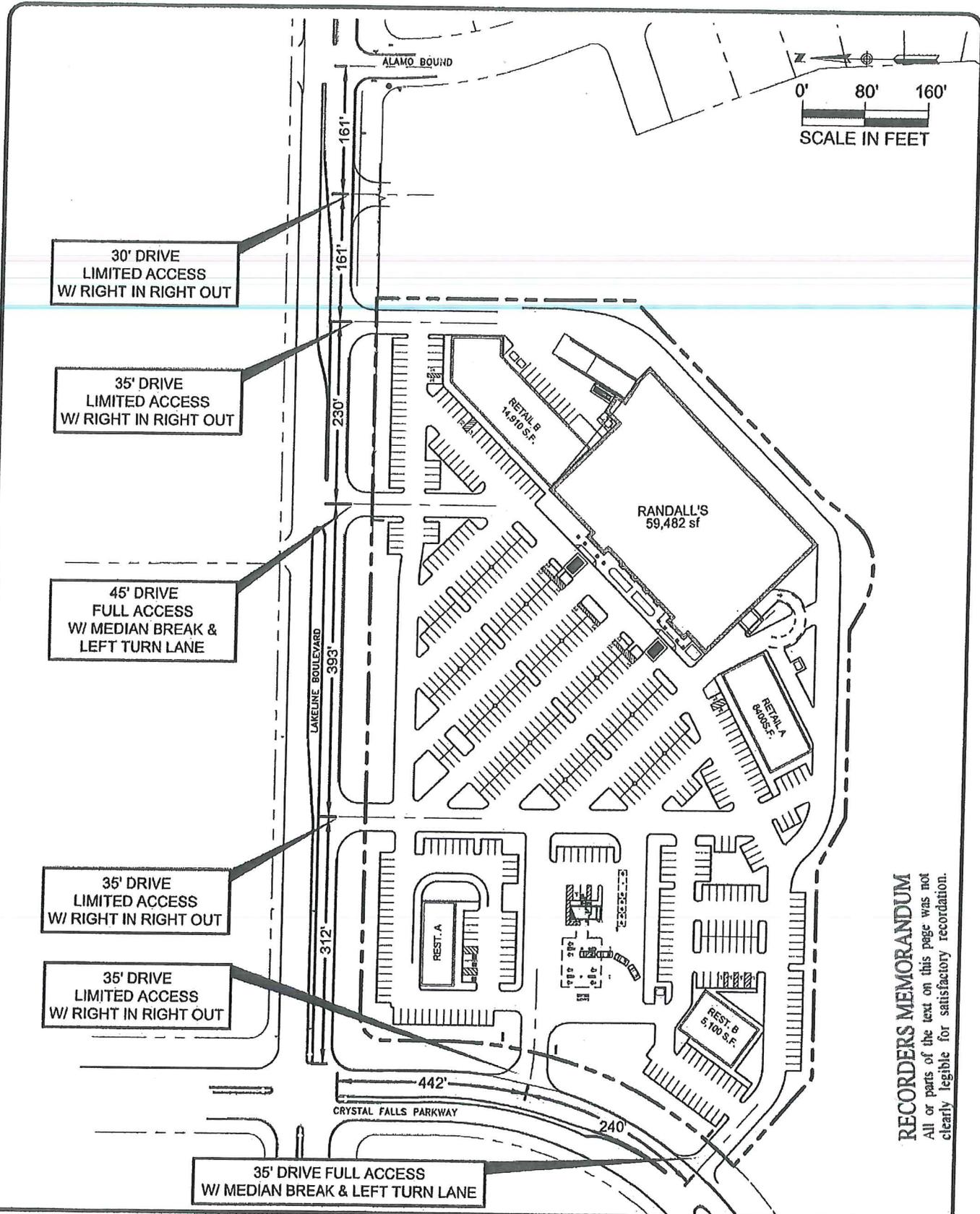
STREET INFORMATION

STREET NAME	LENGTH (FEET)	ROAD WIDTH (FEET)	SECTION NO.
CRYSTAL FALLS	1000	40	1
WILLIAMSON COUNTY ROAD 114	1000	40	2
WILLIAMSON COUNTY ROAD 114	1000	40	3
WILLIAMSON COUNTY ROAD 114	1000	40	4
WILLIAMSON COUNTY ROAD 114	1000	40	5
WILLIAMSON COUNTY ROAD 114	1000	40	6
WILLIAMSON COUNTY ROAD 114	1000	40	7
WILLIAMSON COUNTY ROAD 114	1000	40	8
WILLIAMSON COUNTY ROAD 114	1000	40	9
WILLIAMSON COUNTY ROAD 114	1000	40	10
WILLIAMSON COUNTY ROAD 114	1000	40	11
WILLIAMSON COUNTY ROAD 114	1000	40	12
WILLIAMSON COUNTY ROAD 114	1000	40	13
WILLIAMSON COUNTY ROAD 114	1000	40	14
WILLIAMSON COUNTY ROAD 114	1000	40	15
WILLIAMSON COUNTY ROAD 114	1000	40	16
WILLIAMSON COUNTY ROAD 114	1000	40	17
WILLIAMSON COUNTY ROAD 114	1000	40	18
WILLIAMSON COUNTY ROAD 114	1000	40	19
WILLIAMSON COUNTY ROAD 114	1000	40	20
WILLIAMSON COUNTY ROAD 114	1000	40	21
WILLIAMSON COUNTY ROAD 114	1000	40	22
WILLIAMSON COUNTY ROAD 114	1000	40	23
WILLIAMSON COUNTY ROAD 114	1000	40	24
WILLIAMSON COUNTY ROAD 114	1000	40	25
WILLIAMSON COUNTY ROAD 114	1000	40	26
WILLIAMSON COUNTY ROAD 114	1000	40	27
WILLIAMSON COUNTY ROAD 114	1000	40	28
WILLIAMSON COUNTY ROAD 114	1000	40	29
WILLIAMSON COUNTY ROAD 114	1000	40	30
WILLIAMSON COUNTY ROAD 114	1000	40	31
WILLIAMSON COUNTY ROAD 114	1000	40	32
WILLIAMSON COUNTY ROAD 114	1000	40	33
WILLIAMSON COUNTY ROAD 114	1000	40	34
WILLIAMSON COUNTY ROAD 114	1000	40	35
WILLIAMSON COUNTY ROAD 114	1000	40	36
WILLIAMSON COUNTY ROAD 114	1000	40	37
WILLIAMSON COUNTY ROAD 114	1000	40	38
WILLIAMSON COUNTY ROAD 114	1000	40	39
WILLIAMSON COUNTY ROAD 114	1000	40	40



Conceptual Site Plan **RECORDERS MEMORANDUM** **Exhibit "C"**

All or parts of the text on this page was not clearly legible for satisfactory recordation.



RECORDERS MEMORANDUM
 All or parts of the text on this page was not clearly legible for satisfactory recordation.

LJA Engineering, Inc.
 5316 Highway 290 West
 Suite 150
 Austin, Texas 78735

LJA
 Phone 512.439.4700
 Fax 512.439.4716
 FRN - F-1386

RANDALLS @ CRYSTAL FALLS

Driveway locations and Median Breaks - Exhibit "E"



NOT FOR CONSTRUCTION

LANDSCAPE PLAN
EXHIBIT "F"

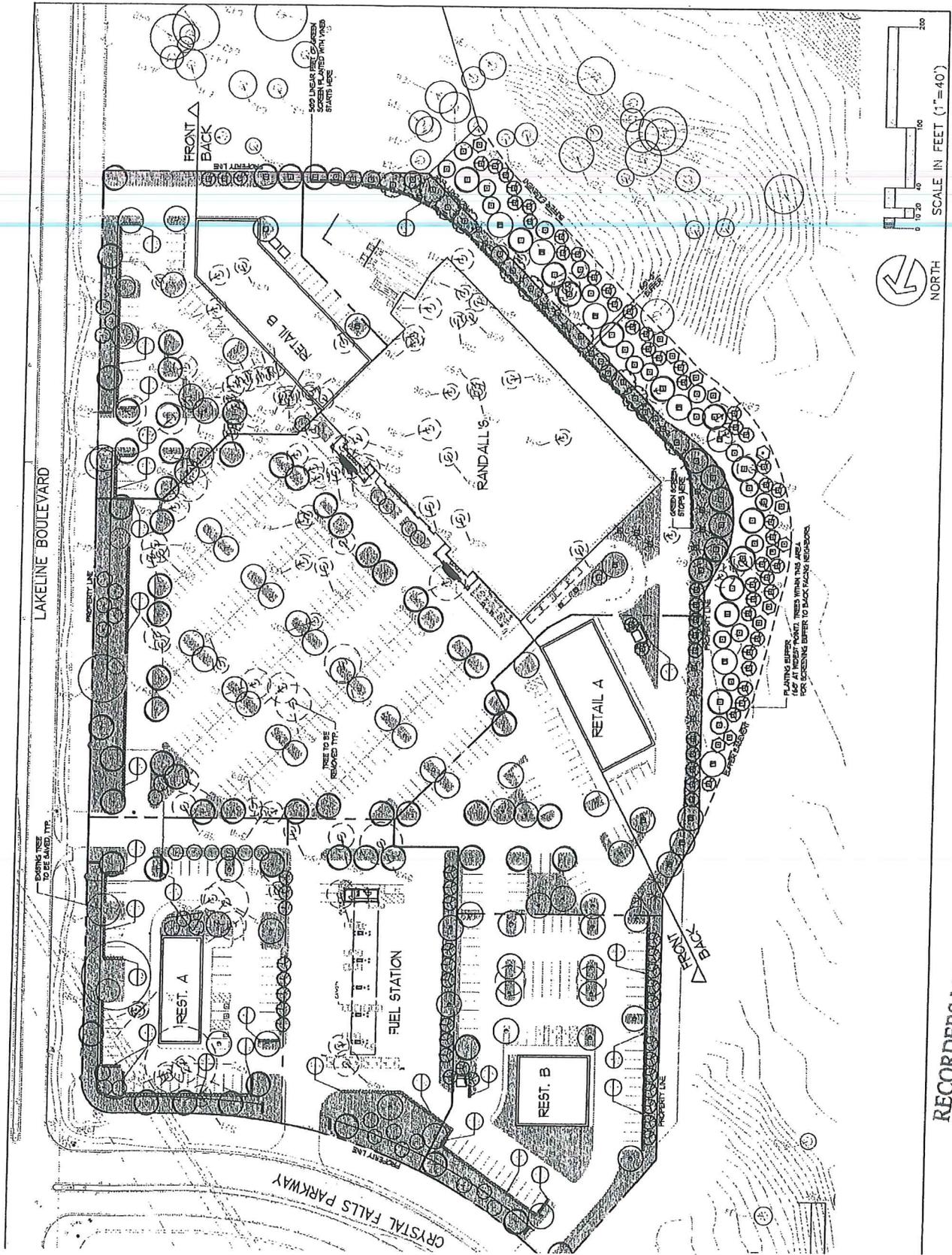
Randall's at Crystal Falls
Leander, Texas

NO.	REVISIONS

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT NO.: _____
 SHEET NO.: _____
 SCALE: _____

SHEET: L1

OF



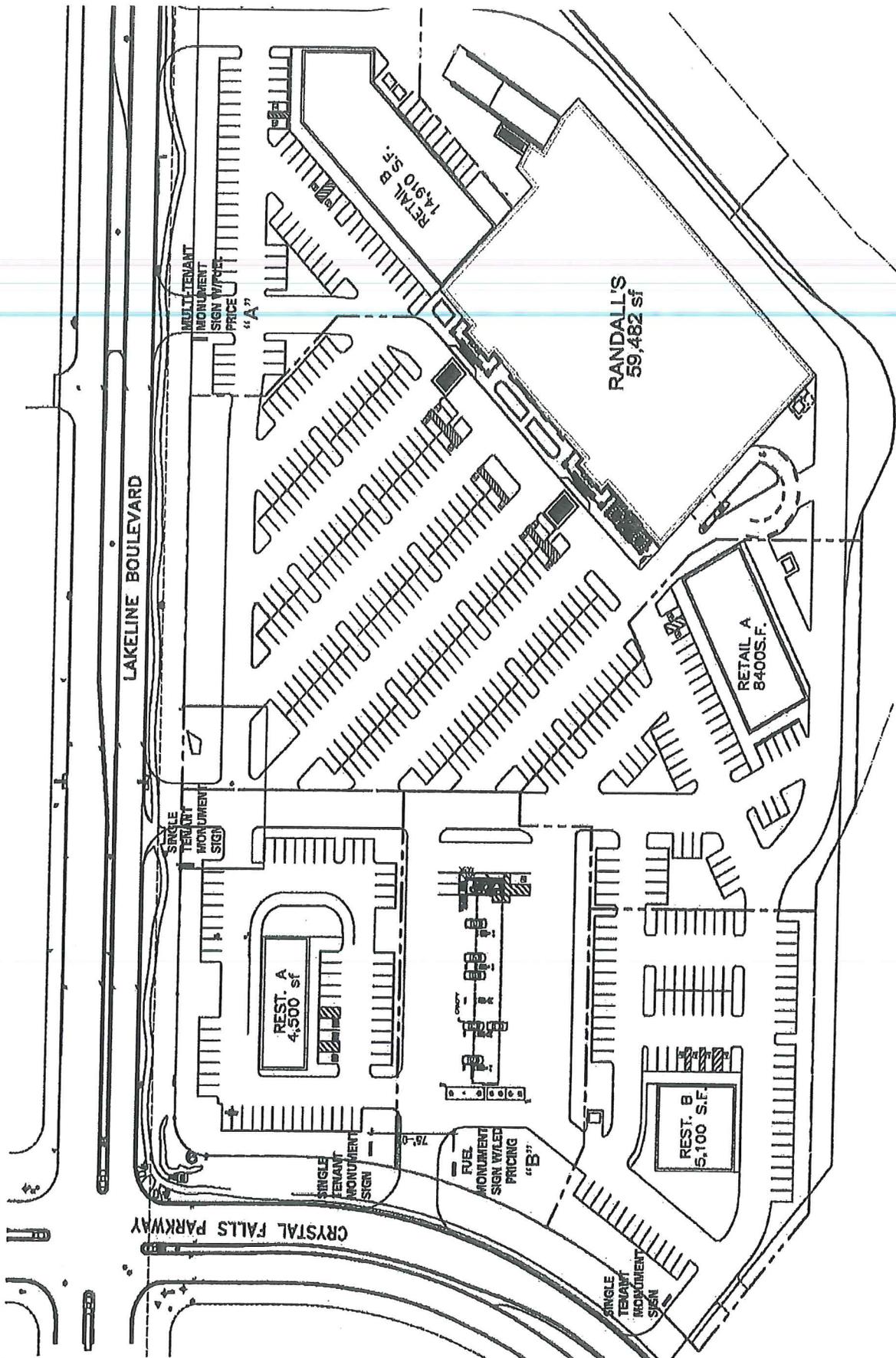
Conceptual Landscape Plan

Exhibit "F"

RECORDERS MEMORANDUM
 All or parts of the text on this page was not clearly legible for satisfactory recordation.

Sign locations/ types

Exhibit "G"

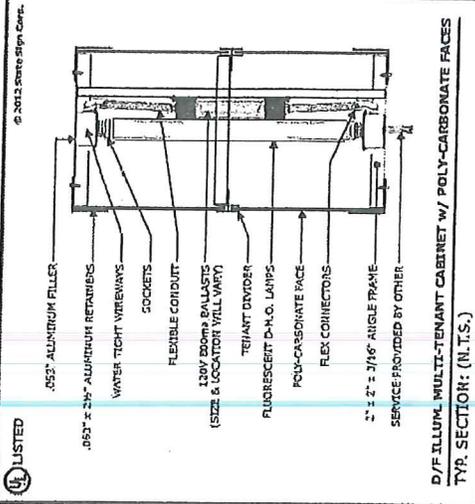
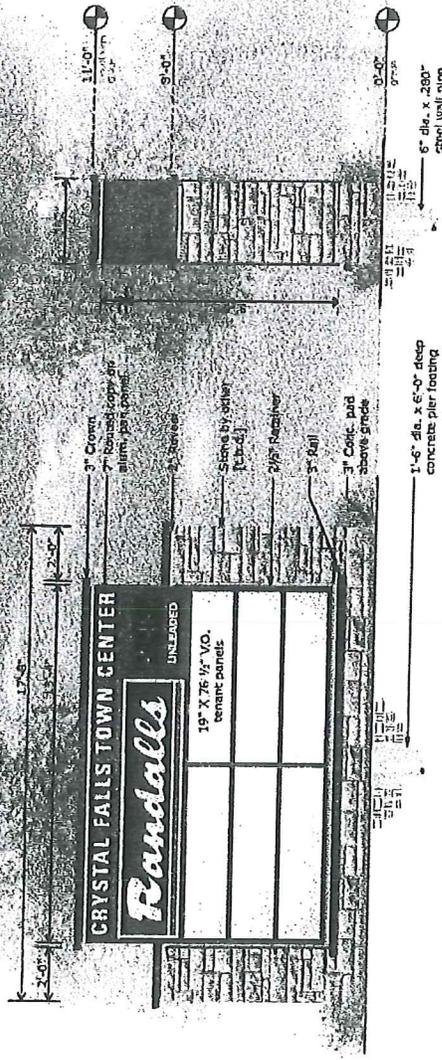


RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

Sign locations/ types

Exhibit "G"

SIGN "A"



Scope of Work:
Manufacture and install one (1) d/f internally illuminated multi-tenant monument sign.

Main ID:

- 1/2" routed aluminum pan panel.
- 3/16" #7328 white backing.
- D-H.O. fluorescent lamps.

Tenant Cabinet:

- 2 1/2" aluminum retainers [pre-finished dk-bronze].
- 3/16" #7328 white poly-carbonate face.
- 1st surface 3M vinyl copy and graphic.
- D-H.O. fluorescent lamps.

Misc.:

- 2" reveal surround [p.t.m. sandstone].
- .080" aluminum crown and railing [dk-bronze].
- LED fuel price Display
- Stone by other.

- 3M 3630-157 Sultain Blue
- 3M 3630-143 Poppy Red

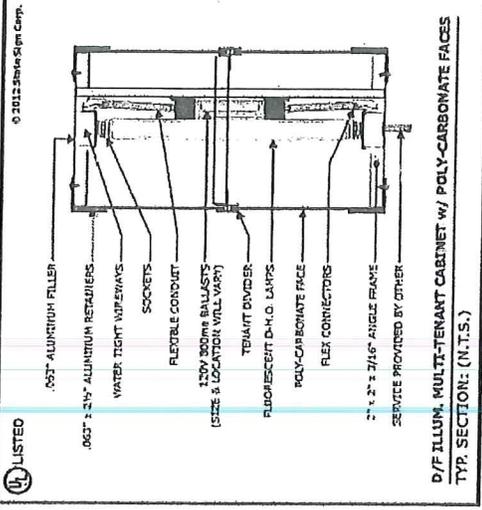
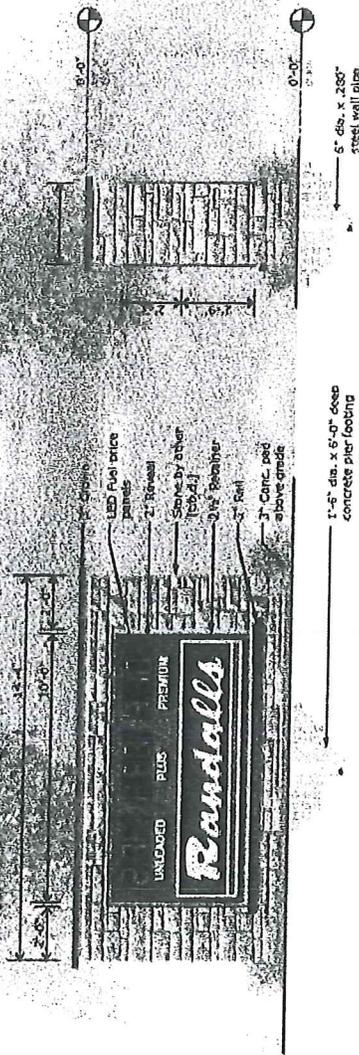
A Multi-Tenant Monument [120sq. Ft.]
Scale: 1/2" = 1'-0"

This sign is intended to be installed in accordance with the requirements of article 66m of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding at the sign. If the sign shown has hazard labels, this sign is intended to have advertising applied to the back using 3M vinyl.

Corporate Office P.O. Box 299 7030 Highway 77051 213-943-5852 213-943-5973 (fax) 213-943-5974 (fax) www.staesign.com	Branch Office P.O. Box 299 7030 Highway 77051 409-735-5124 (fax) 409-735-5124 (fax) www.staesign.com	<input type="checkbox"/> Cabinet <input type="checkbox"/> Permit (Y) <input type="checkbox"/> AC Base <input type="checkbox"/> Vbl <input type="checkbox"/> Bonding <input type="checkbox"/> Chained to	<input type="checkbox"/> Sign Det <input type="checkbox"/> Sign Det	Job Location St. Laffline Blvd & Crystal Falls Pkwy City, State Leander, TX 78641
STATER SIGN		WC Date: n/a Designer: [Signature] File#: STA-131459145 - Ground Signs (3 det)		Job Location Randalls #2145 St. Laffline Blvd & Crystal Falls Pkwy City, State Leander, TX 78641

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

SIGN "B"



D/F ILLUM. MULTI-TENANT CABINET w/ POLY-CARBONATE FACES
TYP. SECTION: (N.T.S.)

Scope of Work:
Manufacture and install one (1) d/f internally illuminated Monument w/ fuel price panels.

Tenant ID Panel:

- 2 1/2" aluminum retainers [pre-finished dk-bronze].
- 3/16" #7328 white poly-carbonate face.
- 1st surface 3M vinyl copy and graphic.
- D-H.O. fluorescent lamps.

Misc.:

- 2" reveal surround [p.l.m. sandstone].
- .080" aluminum crown and railing [dk-bronze].
- LED fuel price display.
- Stone by other.

- 3M 3630-157 Sultan Blue
- 3M 3630-143 Poppy Red

B Price Sign Monument [50 sq. ft.]
Scale: 1/2" = 1'-0"

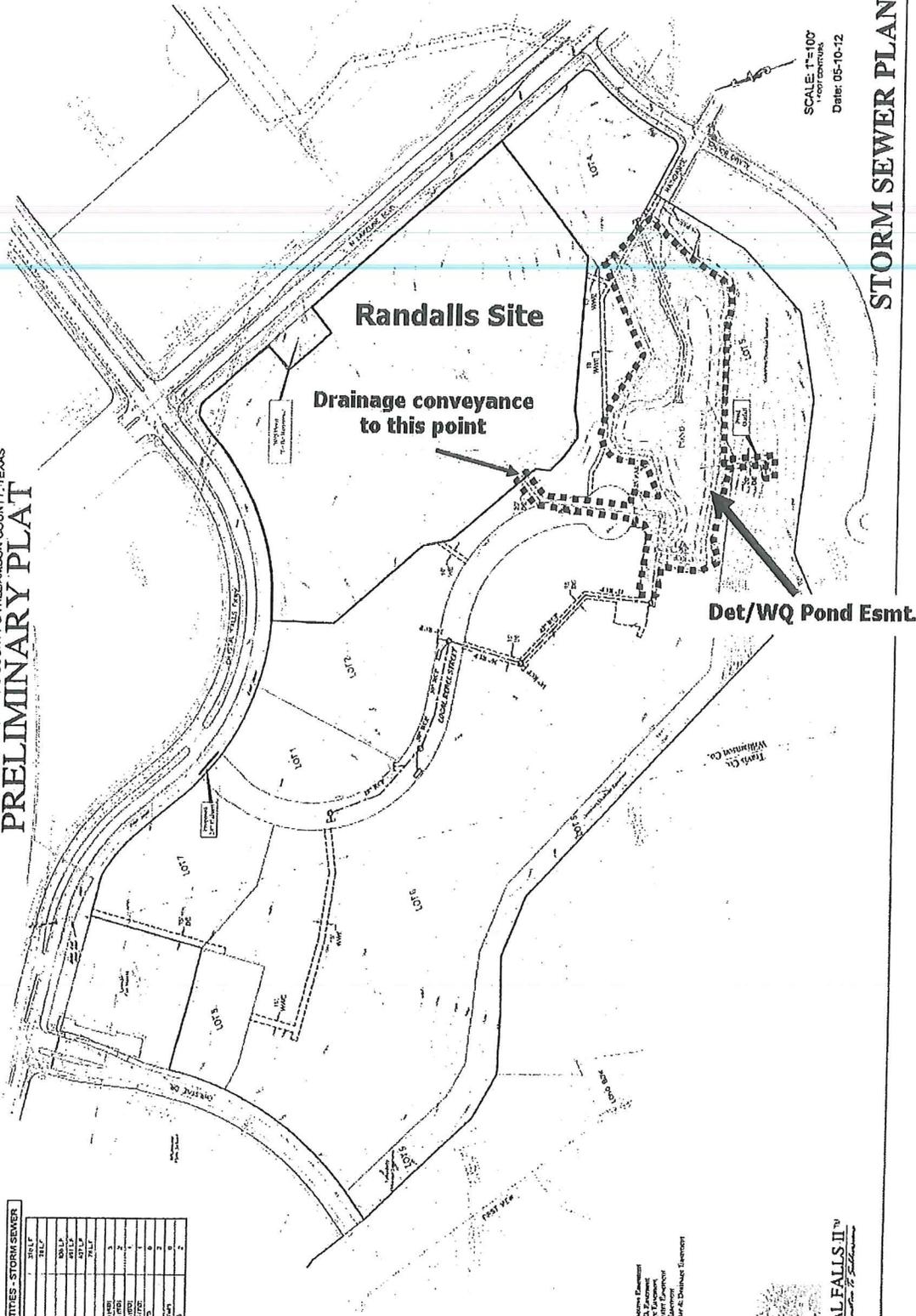
This sign is intended to be installed in accordance with the requirements of article 960 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. If the sign shown has blank faces, this sign is intended to have advertising applied to the faces using 3M vinyl.

<p>COMPANY OFFICE 9561 153 213-543-2832 213-543-8771 (fax)</p>	<p>BRANCH OFFICE P.O. Box 150 7062 409-731-5323 (fax) 409-731-5728 (fax)</p>	<p>9561 153 STATE SIGN</p>
<p>www.state-sign.com</p>	<p>DESIGNER: n/a DATE: n/a FILE: SA-131453145 - Ground Signs (G.d.f.)</p>	<p>DESIGNER: n/a DATE: 07/05/12 REVISED: 08/14/12</p>
<p>SALES: n/a PURCHASING: n/a</p>	<p>SALES REP: Denny Zoch</p>	<p>JOB LOCATION: Randalls #3145 ST: Lakeline Blvd & Crystal Falls Pkwy CITY, STATE: Leander, TX 78641</p>

CRYSTAL FALLS TOWN CENTER

IN THE CITY OF LEANDER, TRAVIS COUNTY & WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAN



ESTIMATED QUANTITIES - STORM SEWER

ITEM	QUANTITY	UNIT
18" DIA. STORM SEWER	1,200	LINEAL FEET
12" DIA. STORM SEWER	800	LINEAL FEET
8" DIA. STORM SEWER	500	LINEAL FEET
6" DIA. STORM SEWER	300	LINEAL FEET
4" DIA. STORM SEWER	200	LINEAL FEET
3" DIA. STORM SEWER	100	LINEAL FEET
2" DIA. STORM SEWER	50	LINEAL FEET
1" DIA. STORM SEWER	25	LINEAL FEET
CONCRETE CHANNEL	100	LINEAL FEET
MANHOLE	10	NO.
INLET	5	NO.
OUTLET	5	NO.
CONCRETE	100	CY

THE INFORMATION SHOWN HEREON IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

CRYSTAL FALLS IITM
 The Premier Address in Williamson County, Texas

RECORDERS MEMORANDUM
 All or parts of the text on this page was not clearly legible for satisfactory recordation.

Exhibit "H"

ASSIGNMENT AND ASSUMPTION

RANDALL'S FOOD & DRUGS LP, a Delaware limited partnership ("Assignor"), hereby assigns, sets over and transfers to PROPERTY DEVELOPMENT CENTERS LLC, a Delaware limited liability company, doing business in the State of Texas as Texas Property Development Centers, LLC ("Assignee"), its successors and assigns, all of Assignor's interest in that certain Development Agreement For The Randall's Food Store and Shopping Center ("Development Agreement"), dated September 27, 2012, by and between Assignor and the City of Leander, Texas, a home-rule municipal corporation ("City").

Assignee hereby accepts said assignment and covenants with Assignor that Assignee, its successors and assigns, hereby assumes and will henceforth perform or cause to be performed all of the obligations of every nature contained in said Development Agreement.

City consents to the assignment and releases Assignor from its obligations under the Development Agreement.

This Assignment and Assumption shall be effective as of ^{August} June 7, 2014.

ASSIGNOR:

RANDALL'S FOOD & DRUGS LP,
a Delaware limited partnership

By: Randall's Food Markets, Inc.,
a Delaware corporation, its
General Partner

By: 
Name: Denise M. Per
Title: Assistant Vice President

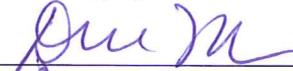
By: 
Name: JENNIFER E. DOUGHERTY
Title: Assistant Secretary

Form Approved: 

ASSIGNEE:

PROPERTY DEVELOPMENT CENTERS LLC,
a Delaware limited liability company, doing business
in the State of Texas as Texas Property Development
Centers, LLC

By: Safeway Inc.,
a Delaware corporation, its
Sole and Managing Member

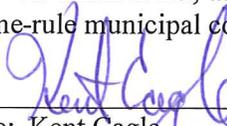
By: 
Name: Denise M. New
Title: Assistant Vice President

By: 
Name: Jennifer Dougherty
Title: Assistant Secretary

Form Approved: 

CITY:

CITY OF LEANDER, TEXAS,
a home-rule municipal corporation

By: 
Name: Kent Cagle
Title: City Manager

**ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT
FOR THE RANDALL'S FOOD STORE AND SHOPPING CENTER**

(LEANDER PROPERTY)

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT FOR THE RANDALL'S FOOD STORE AND SHOPPING CENTER (the "Assignment") is made effective as of December 22, 2014 ("Assignment Date"), by PROPERTY DEVELOPMENT CENTERS LLC, a Delaware limited liability company, doing business in the State of Texas as Texas Property Development Centers, LLC ("Assignor"), and CRYSTAL FALLS SHOPPING CENTER, LLC, a Delaware limited liability company ("Assignee").

W I T N E S S E T H:

A. Assignor, as assignee of Randall's Food & Drugs LP, a Delaware limited partnership, is a party to that certain Development Agreement for the Randall's Food Store and Shopping Center dated as of September 27, 2012 (as amended, supplemented or modified prior to the date hereof, the "Development Agreement") with the City of Leander, Texas, a home-rule municipal corporation (the "City"). A copy of the Development Agreement is attached hereto as Exhibit A.

B. Assignor, as seller, and Terramar Retail Centers, LLC, a Delaware limited liability company, as buyer, entered into that certain Asset Purchase Agreement dated as of December 22, 2014 (the "Purchase Agreement"), respecting the sale of certain properties, including the "Property" referred to in the Development Agreement.

C. The buyer's interest under the Purchase Agreement with respect to the Property was subsequently assigned to Assignee.

D. Pursuant to the terms of the Purchase Agreement, Assignor is obligated to enter into and deliver this Assignment.

E. Capitalized terms used herein and not separately defined herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the acquisition of the Property by Assignee and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

A G R E E M E N T

1. Asset Purchase Agreement. This Assignment is being delivered pursuant to, and is subject to all of the terms and conditions of, the Purchase Agreement, which shall govern the respective rights of Assignor and Assignee with respect to this Assignment. If there is any conflict between the terms and provisions of this Assignment and the Purchase Agreement, then as between Assignor and Assignee only, the terms and provisions of the Purchase Agreement shall govern.

2. Assignment. Effective as of the Assignment Date, Assignor hereby assigns, transfers and sets over unto Assignee, without representation or warranty of any kind except as otherwise expressly set forth in the Purchase Agreement, and Assignee hereby accepts from Assignor, any and all of Assignor's right, title and interest in, to and under the Development Agreement.

3. No Warranties. Assignee acknowledges and agrees that Assignor is transferring the Development Agreement to Assignee without any representation or warranty of any kind or nature, except and to the extent as may be expressly set forth in the Purchase Agreement.

4. Further Assurances. Each party agrees that it will execute and deliver such additional documents and take such additional actions as may be reasonably requested by the other party to consummate the transactions contemplated hereby provided that such documents and actions shall not involve any increase in the obligations or liabilities of such party.

5. Dispute; Dispute Costs. Any dispute brought pursuant to this Assignment shall be subject to the terms and provisions of Section 7.11 of the Purchase Agreement. Moreover, the prevailing party in any such proceeding shall be entitled to attorneys' fees in accordance with the terms of Section 7.11 of the Purchase Agreement.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Assignment may be signed and transmitted by facsimile machine or electronic mail (via .pdf or similar transmittal), and any signatures so transmitted shall be treated as an original document.

7. Survival. This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

8. No Third Party Beneficiaries. Nothing expressed or implied in this Assignment shall create or be deemed to create any third-party beneficiary rights in any Person or entity not a party to this Assignment.

9. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Texas.

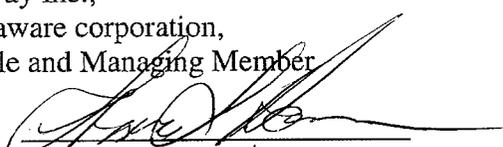
[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto have executed this Assignment as of the Assignment Date.

ASSIGNOR:

SATURN DEVELOPMENT LLC,
a Delaware limited liability company
(f/k/a Property Development Centers LLC),
doing business in the State of Texas as Texas
Property Development Centers, LLC

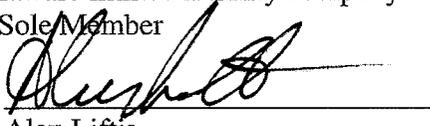
By: Safeway Inc.,
a Delaware corporation,
its Sole and Managing Member

By: 
Name: Thomas L. Hanavan
Title: Vice President

ASSIGNEE:

CRYSTAL FALLS SHOPPING CENTER,
LLC, LLC,
a Delaware limited liability company

By: Terramar Retail Centers, LLC,
a Delaware limited liability company
Its: Sole Member

By: 
Alex Liftis
EVP Investments/Development

CONSENT TO ASSIGNMENT BY THE CITY

Pursuant to Section 11.01 of the Development Agreement, the City hereby acknowledges and consents to the foregoing Assignment of the Development Agreement.

CITY OF LEANDER, TEXAS,
a home-rule municipal corporation

By: _____
Name: _____
Title: _____

Attest:
By: _____
Name: _____
Title: _____

Exhibit A

DEVELOPMENT AGREEMENT

[See attached.]

**DEVELOPMENT AGREEMENT
FOR THE RANDALL'S FOOD STORE AND SHOPPING CENTER**

This Development Agreement For The Randall's Food Store and Shopping Center (this "**Agreement**") is made, entered into and effective as of the 27th day of September, 2012 (the "**Effective Date**"), by and between the **City of Leander, Texas**, a home-rule municipal corporation (the "**City**") and **Randall's Food & Drugs LP**, a Delaware limited partnership ("**Developer**"). The City and Developer are sometimes referred to herein as the "**Parties**". The Parties agree as follows.

RECITALS

Whereas, Developer owns or will acquire the real property described in Section 1.01 below (the "**Property**");

Whereas, Developer will develop and construct the Randall's Store, the Retail Shopping Center and the Improvements, as hereinafter defined, on the Property (the Randall's Store and the Retail Shopping Center are sometimes collectively referred to herein as the "**Project**");

Whereas, Developer operation and maintenance of the Randall's Store, and construction of the Retail Shopping Center, will provide a community service and public convenience;

Whereas, the construction, operation and maintenance of the Project will enhance the City's ad valorem tax base and sales and use tax revenues, will create new employment opportunities, and will contribute to the overall economic development of the City;

Whereas, for and in consideration of the waiver of building permit and site development fees described herein, Developer will obtain a certificate of occupancy for the Randall's Store, and obtain a final inspection of and have the Retail Shopping Center buildings ready for tenant occupancy, not later than two (2) years after the extension of Lakeline Boulevard to FM 2243 is completed ("**Lakeline Boulevard**"); and

Whereas, the City desires to assist the economic development of the City by providing financial assistance to Developer, so that the Project will be situated on the Property, and the Randall's Store and Retail Shopping Center will be constructed, operated and maintained in a manner that contributes to the quality of life and economy of the City.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained in this Agreement, and other good and valuable consideration, the Parties incorporate the foregoing Recitals into this Agreement as if incorporated herein verbatim, and the City and Developer contract, covenant and agree as follows:

**Article 1.
Definitions**

Section 1.01. The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Capitalized

words, terms and phrases not defined in this section but otherwise defined in this Agreement shall have the meaning given as defined in other sections of this Agreement. Words not defined in this Agreement shall have their common meaning and be construed in the context used in this Agreement. Words used in the present tense include the future tense. Words used in the plural include the singular, and words in the singular include the plural. The word "shall" is mandatory. The word "herein" means in this Agreement. The words "used or occupied" as to land or building shall be construed to include the words intended, arranged, or designed to be used or occupied.

- (a) "Applicable Regulations" means and includes the applicable federal and state laws, rules and regulations, and the City Charter and ordinances, rules and regulations of the City.
- (b) "Certificate of Occupancy" means a permit or authorization issued by the City that authorizes occupancy of a structure after the structure has been constructed and completed in compliance with all applicable codes, ordinances, rules and regulations.
- (c) "Comply" and "compliance" mean timely, full, and complete performance of each and every requirement, obligation, duty, condition, or warranty as stated in this Agreement. The words "Comply" and "compliance" mean complete compliance and do not mean substantial compliance, unless otherwise specifically stated.
- (d) "Construct" and "construction" mean construction in a good and workmanlike manner and in compliance with Applicable Regulations.
- (e) "Default" means failure to comply timely, fully, and completely with one or more requirements, obligations, duties, terms, conditions or warranties set forth in this Agreement, after any applicable notice and cure period provided in Section 12.01 hereinbelow.
- (f) "Detention Pond" means the existing detention/water quality facility that is owned by the City, abuts Lakeline Boulevard and the Property, and is described and shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.
- (g) "Improvements" means all required water, wastewater, Drainage Improvements, Roadway Improvements, streets, driveway, parking areas, landscaping and other amenities and improvements within and outside the boundaries of the Property that are required to serve the Project, including, but not limited to, the Randall's Store and the Retail Shopping Center, and specifically excluding any such construction, work, driveways, streets or facilities that are required to serve individual Townhouses.
- (h) "Property" means the real property, located within the City at the southwest corner of Lakeline Boulevard and Crystal Falls Parkway, described in Exhibit "B" attached hereto and incorporated herein by reference for all purposes.
- (i) "Randall's Store" means a Randall's grocery store that has 58,000 square feet, or more, of heated and cooled space under roof.

(j) "Retail Occupants" means (collectively) Randall's, and the retail stores, banks, and persons leasing or owning space and conducting business within the Retail Shopping Center.

(k) "Retail Shopping Center" means a building, or buildings, that is in addition to the Randall's Store, that has an aggregate of 23,000 square feet, or more, of heated and cooled space under roof that is designed for and to be occupied by retail shops and retail service providers. In addition to the Retail Shopping Center, Developer may develop pad sites along Crystal Falls Parkway.

(l) "Townhouse Tract" means the area shown on the Crystal Falls Town Center Conceptual Site Plan attached hereto as **Exhibit "D"** as being planned for the development of Townhouses.

Article 2. Purposes, Term and Consideration

2.01. Developer owns or has a contractual right to purchase, and has made application for and obtained the rezoning of, the Property.

(a) Developer has submitted to the City a proposal for development of the Property that will include the Randall's Food Store, the Retail Shopping Center and the Improvements. It is the intent of this Agreement that the Project will generally be laid out, planned, developed and constructed in compliance with the Conceptual Site Plan attached hereto and incorporated herein for all purposes as **Exhibit "C"** (the "**Conceptual Site Plan**"), for the uses and occupancies generally referenced and described in this Agreement, according to and in compliance with the requirements of the Applicable Regulations, this Agreement, and the site development plans hereinafter approved by the City.

(b) Developer desires to develop the Property for the Project, obtain water service, wastewater service, adequate drainage and improved traffic access for the Project, and to purchase the Detention Pond from the City. In order to provide water, wastewater, drainage and improved traffic access to the Project, it is necessary to construct certain improvements to extend adequate water and wastewater services as necessary, provide for drainage, detention and water quality of storm water and to provide for increased traffic access to the Property as provided in this Agreement and in the plats and construction drawings approved by the City. The construction of the "Drainage Improvements", as defined in Section 4.01 below, will provide the storm water detention capacity and water quality assets required for the Project and the additional storm water detention/water quality capacity necessary to replace the capacity of the Detention Pond.

2.02. Developer will benefit from this Agreement by virtue of the City services that will be made available to the Property, the City's participation in the Cost of the Project (as hereinafter defined) as provided in Article 9, the City's agreement to sell the Detention Pond to Developer for and consideration of the Developer paying to the City Three and 90/100 Dollars (\$3.90) per square foot of the land on which the Detention Pond is located and Developer replacing the detention/water quality capacity of the Detention Pond, in addition to providing additional detention/water quality capacity required for the Project, and the certainty and assurance in the

conditions, terms, and restrictions applicable to the development of the Property and Project. The City will benefit from this Agreement by virtue of the creation of jobs within the City and the increased sales and ad valorem taxes that the City will realize.

2.03. The benefits to the Parties set forth in Section 2.02 above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

2.04. The term of this Agreement shall begin on the Effective Date and end two (2) years after the date that the construction of Lakeline Boulevard is accepted by the City or by Williamson County, Texas, (the "**County**") as complete (the "**Term**"), provided the Term of this Agreement shall expire earlier on the occurrence of a Default by Developer in the performance of this Agreement. Upon the expiration of this Agreement any and all rights of Developer pursuant to this Agreement shall terminate and expire; provided, however, that if a Default has not occurred, or a Default has occurred, but Developer has paid all applicable site development and building permit fees, all zoning, building permits, and City approved construction, Drainage Improvements, street modification and signage plans shall survive the termination of this Agreement.

Article 3 Development of the Project

3.01. Applicable Regulations. Developer shall plan, design, plat, build-out and complete the Project, in compliance with good engineering practices, the Applicable Regulations and this Agreement.

3.02. Design and Construction. Developer shall, at Developer's sole cost and expense, finance, design, construct and install: (a) all Drainage Improvements as defined in Section 4.01 below; and (b) all streets, detention/water quality and drainage facilities, parking areas, landscaping and other amenities and improvements within and outside the boundaries of the Property that are required for the Project. Developer shall construct and install the Project, in compliance with the Applicable Regulations and plans and specifications approved by the City, and Developer shall not receive any rebate or contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property, or for the Project.

Article 4. Design and Construction of the Drainage Improvements

4.01. Developer Responsible for Constructing Drainage Improvements. Developer shall be solely responsible for the design and construction of all drainage improvements and facilities required for the Project. The drainage improvements required to be constructed by Developer will include a new detention pond (the "**Replacement Detention Pond**"). The Replacement Detention Pond will have detention/water quality capacity equal to the capacity of the Detention Pond that the City is conveying to Developer plus the detention/water quality capacity required to serve the Project and the Townhouse Tract.

(a) The drainage improvements shall consist of all drainage improvements that are required by the Applicable Regulations, good engineering practices, and this Section 4.01, to be constructed for the Project, and such drainage improvements shall include the Replacement Detention Pond (collectively the “**Drainage Improvements**”).

(b) The Replacement Detention Pond will be located at the site shown on **Exhibit “D”** and an easement for drainage, storm water detention and water quality as preliminarily generally shown on the attached **Exhibit “H”** (subject to change by Developer in connection with the design and construction of the Drainage Improvements) shall be granted to the City on or before completion of the Drainage Improvements and before the conveyance of the Detention Pond to Developer pursuant to Section 4.03 below. The Replacement Detention Pond will be conveyed by Special Warranty Deed, subject to the easement, to the Crystal Falls Home Owner’s Association (“**Crystal Falls HOA**”). The Crystal Falls HOA shall have the duty and responsibility to operate and maintain the Replacement Detention Pond until such time, if any, that the City Council of the City releases the operation and maintenance obligations. The easement to the City shall be on the land on which the Replacement Detention Pond is to be located, and the Replacement Detention Pond shall be operated and maintained at no cost to the City.

4.02. Detention Pond. Developer will purchase the Detention Pond from the City for and in consideration of payment to the City of (a) a cash amount equal to the current market value of Three and 90/100 Dollars (\$3.90) per square foot of the land, and (b) as additional compensation for the City’s conveyance of the Detention Pond to Developer, Developer will add to and increase the size and capacity of the detention/water quality pond required for the Project as required by Section 4.01.

4.03. Conveyance of Detention Pond. Developer shall build, construct and install the Replacement Detention Pond as defined in Section 4.01 above prior to the demolition or removal of the Detention Pond. Upon the completion of construction and approval of the Drainage Improvements constructed by Developer, the City will, by Special Warranty Deed, sell and convey the Detention Pond to Developer for and in consideration of the compensation provided in Section 4.02.

Article 5.

Design and Construction of the Roadway Improvements

5.01. The roadway improvements shall consist of deceleration turn lanes and median cuts on Lakeline Boulevard and on Crystal Falls Parkway that are designed, constructed and installed in compliance with this Agreement and good engineering practices (the “**Roadway Improvements**”). The Roadway Improvements, median breaks and curb cuts will be constructed in compliance with, and at the locations shown on, **Exhibit “E”**, attached hereto and incorporated herein for all purposes.

**Article 6.
Project Engineer**

6.01. A qualified professional engineering firm, LJA Engineering, Inc. or other qualified professional engineering firm, employed by Developer and approved by the City (the "**Project Engineer**"), will act as Engineer for the Roadway Improvements and the Drainage Improvements. The Project Engineer will prepare the design, construction plans and specifications, and supporting documentation for the Roadway Improvements, in compliance with this Agreement, all applicable professional standards and duties, and good engineering practices. The Project Engineer will submit to the City Engineer, for review and approval in accordance with this Section and Section 8.01, the design, plans and specifications for the Drainage Improvements and Roadway Improvements.

**Article 7.
Cost of the Project**

7.01. All costs and expenses for the Project, including, but not limited to the Drainage Improvements and the Roadway Improvements, shall be paid by Developer as they become due. The City will not bear or pay any part or portion of the Cost of the Project, except as specifically provided in Article 9.

7.02. Developer shall fund and pay for the design, construction and installation of the Drainage Improvements as provided in this Agreement, in a timely manner, and at the sole cost and expense of the Developer.

7.03. Developer shall fund and pay for the design, construction and installation of the Roadway Improvements as provided in this Agreement, in a timely manner, and at the sole cost and expense of the Developer.

7.04. Developer shall not receive any rebate or contribution from the City for any portion of any amenity or improvement that is constructed either off-site, or on-site within or outside 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 pursuant to the terms of Article 9 of this Agreement.

7.05. Developer and its grantees, lessees, successors and assigns, shall pay to the City all fees and charges provided for or established by the Applicable Regulations, for or with respect to the development of the Property; save and except as specifically provided in Article 9.

**Article 8.
Plans, Specifications and Performance**

8.01. Developer hereby further agrees to:

(a) contract with Project Engineer for the preparation of the design, plans and specifications and the provision of the services anticipated to be performed by Project Engineer

with respect to the Drainage Improvements and the Roadway Improvements, pursuant to and in a manner consistent with the intent of this Agreement;

(b) review and approve the plans and specifications for construction of the Drainage Improvements and the Roadway Improvements;

(c) cause Project Engineer to submit all plans and specifications to the engineer for the City ("**City Engineer**") for review and approval;

(d) work and coordinate with the City to assure that the Drainage Improvements and Roadway Improvements are timely constructed in accordance with the plans and specifications approved by City Engineer;

(e) coordinate with, and obtain all permits, reviews and approvals lawfully required by, Williamson County, the City, the State of Texas and any agency of the State;

(f) develop and construct the Randall's Store and Retail Shopping Center in compliance with the approved zoning, and the Applicable Regulations, and make timely and compliant applications for all permits required by the Applicable Regulations;

(g) obtain a final Certificate of Occupancy for the Randall's Store and the Retail Shopping Center on or on or before two (2) years after the date that the extension of Lakeline Boulevard to FM 2243 is accepted by the City or by Williamson County, Texas, as complete;

(h) cause all water and wastewater extensions, connections and facilities, utility extensions, on-site drainage grading and facilities, and all other infrastructure and construction of every nature and kind whatsoever that is necessary and required for the Property to be completed in compliance with the Applicable Regulations, and the plats and construction plans that are approved by the City, at the sole cost, expense and responsibility of Developer;

(i) reimburse the City monthly for the reasonable costs and expenses incurred by the City for legal fees with respect to this Agreement, or to acquire or convey property (including by eminent domain) that is required for development of the Property, and any out-of-pocket costs incurred for third party professional engineering services by reason of a dispute between Project Engineer and City Engineer, and related costs and expenses, with respect to the Project and this Agreement;

(j) pay, or cause its grantees, successors and assigns, to pay the water and wastewater impact fees and tap fees, and all other fees and charges established by the Applicable Regulations and applicable to the development of the Project save and except as specifically provided in Article 9;

(k) provide the City with adequate security, by cash deposit or letter of credit, prior to the start of construction of the Roadway Improvements, to assure timely final completion and acceptance of the Roadway Improvements in compliance with the Applicable Regulations; and

(l) comply with the approved conceptual landscape and tree preservation plan attached as **Exhibit "F"** at the time that the Site Development Permit is issued.

8.02. The City hereby further agrees to:

(a) review and approve the design, plans and specifications for the construction of the Drainage Improvements and the Roadway Improvements, and after the completion of the construction in accordance with the approved plans, specifications, and good engineering practices, separately approve the Drainage Improvements and the Roadway Improvements, and not unreasonably withhold, delay or condition any such requested approvals; provided, however, that requiring compliance with, and review and approvals completed in compliance with, the Applicable Regulations shall not be deemed unreasonable condition or delay;

(b) conduct a timely review of all submittals by Developer, its grantees and lessees, as each submittal is made, and the City will review such submittals individually and will not require a complete set of plans in order to initiate the review;

(c) review and process the site development plan applications for the Property, and for any portions thereof, including, but not limited to, a site development plan for the Randall's Store and the Retail Shopping Center, in a timely and expeditious manner, and issue building permits for the Randall's Store and Retail Shopping Center, as appropriate, based on plans submitted contemporaneously with the issuance of the site development permit;

(d) issue the Certificate(s) of Occupancy ("**CO**") for the Property "per shop" and, in the Retail Shopping Center, to issue a CO for each store with common walls and a roof; including issuance of a temporary CO for the Randall's Store, and retail shop(s) within the Retail Shopping Center, once the exterior structure is complete (and prior to completion of landscaping, environmental or other controls), in order to allow Randall's, its grantees, lessees and successors to store furnishings and products within the store after it is substantially completed;

(e) during the design and construction of the Drainage Improvements, Roadway Improvements and the development of the Project, review and approve permit applications and necessary change order requests, as appropriate, and perform all inspections of the Drainage Improvements, Roadway Improvements and Project in a timely manner and not unreasonably withhold, delay or condition such applications and requests; ; provided, however, that requiring compliance with, and review and approvals completed in compliance with the Applicable Regulations shall not be deemed unreasonable condition or delay;

(f) accept one or more surety bonds, cash deposits, or letters of credit issued by a bank that is acceptable to the City, as security to assure the completion and acceptance of the Roadway Improvements;

(g) provide water and wastewater services to the Property upon the issuance of Certificates of Occupancy for the Project on the same terms and conditions that are provided to all other areas of the City; and

(h) calculate and determine the amount of water service for buildings or facilities located within the Project as provided in the Applicable Regulations requiring payment of the fees at the rate that is in effect when the fees become due and payable.

(i) allow for three (3) car stacking at the pharmacy drive-thru for the Randall's Store.

(j) allow up to 5 % EIFS material on the exterior of each building in the Project; and

(k) upon application(s) being filed with the City, approve sign permits for the Multi-Tenant Monument Sign, three Single Tenant Monument Signs and the Fuel Monument Sign that are shown on Exhibit "G" attached to this Agreement.

Article 9 Waiver of Certain Fees

9.01. Economic Development Incentive. (a) Waiver Grant. Subject to the terms, limitations and provisions of this Section 9.01 and Developer's full and timely performance of, and compliance with, each of the requirements and conditions precedent set forth in this Agreement, the City agrees to grant to Developer an economic development incentive equal to the site development and building permit fees payable to the City, pursuant to the Applicable Regulations.

(b) Waiver of Certain Fees. Subject to Developer completing and obtaining a Certificate of Occupancy for the Randall's Store and the Retail Shopping Center within two (2) years after the date the extension of Lakeline Boulevard to FM 2243 is accepted as complete by the City or by the County, the City waives Developer's payment of the site development and building permit fees for the Project.

(c) Termination of Waiver of Fee Payments. Notwithstanding any other term or provision of this Agreement to the contrary, if Developer does not obtain a Certificate of Occupancy for the Randall's Store and the Retail Shopping Center on or before the second anniversary date of the acceptance by the City or the County of the extension of Lakeline Boulevard to FM 2243 the waiver of the site development and building permit fees shall terminate. Upon such termination Developer promptly shall pay to the City the site development and building permit fees then established by the Applicable Regulations for site development permit and all building permits issued for the Project by the City, and no Certificate of Occupancy shall be issued for the Project until such fees are paid.

9.02. Performance By Developer. Developer shall perform all the duties and responsibilities of Developer as set forth and provided in the foregoing Articles of this Agreement, and not be or remain in Default of any such duty or obligation after notice and opportunity to cure. The occurrence of an uncured Default by Developer and failure to perform an obligation under any Section or Article of this Agreement, excluding this Article 9, shall be and constitute a failure by Developer to perform under this Article 9.

9.03. Performance Criteria. Developer further agrees and covenants that it shall comply with all of the following, and the failure to so perform will be an un-curable Default:

(a) Developer shall cause the design, plans and specifications for the installation and construction of the Project, in compliance with an approved Site Development Plan, including, but not limited to, the Project, to be completed by Project Engineer as provided in this Agreement, and approved by City Engineer on or before the expiration of one (1) year from the completion date of the extension of Lakeline Boulevard to FM 2243;

(b) Developer shall apply for a building permit for construction of the Project on or before one (1) year from the completion date of the extension of Lakeline Boulevard to FM 2243;

(c) Developer shall complete construction and obtain final approval from the City of the Project on or before two (2) years following the completion date of the extension of Lakeline Boulevard to FM 2243;

(d) Developer shall cause the Randall's Store to be open for business and fully operational, and the Retail Shopping Center to be constructed and available for occupancy, on or before two (2) years following the completion date of the extension of Lakeline Boulevard to FM 2243 (collectively the "**Performance Criteria**"); and

(e) Developer's failure to comply with any one of these Performance Criteria shall result in an un-curable Default and termination of the waiver of site development and building permit fees.

9.04. Forfeiture. Developer shall forfeit any and all rights to the waiver of the payment of site development and building permit fees set forth in Section 9.01(b) above if Developer fails to meet and comply with the Performance Criteria. If Developer Defaults by failing to comply with the Performance Criteria set forth in Section 9.03 above, all rights of Developer pursuant to this Article 9 shall terminate. If Developer otherwise Defaults in the performance of this Agreement, and fails to timely cure such Default after receipt of written notice of Default from the City, this Agreement shall terminate, except for the provisions of this Agreement, including, but not limited to, Section 12.03 which specifically shall survive termination.

9.05. Default of Performance Criteria. Notwithstanding any other term or provision of this Agreement, a Default by reason of Developer's failing to comply with a Performance Criteria provided in Section 9.02 above is not curable and notice of such Default is not required.

Article 10. Eminent Domain

10.01. The City agrees to provide the use of all City lands, rights-of-way and easements, as appropriate, and to provide further required easements or fee ownership as may be necessary and useful for the construction of the Roadway Improvements, and the location of water and wastewater lines and facilities that are needed to serve the Property. It is acknowledged that, if a sufficient water supply or wastewater service is not available at the Property for the use and

operation of the Project without reducing or interfering with the water availability or wastewater service to persons being served by the water or wastewater lines located in the right-of-way abutting the Property, the required water supply or wastewater lines being a public necessity, the City agrees to use its power of eminent domain to acquire such lands or easements, if necessary. In the event any such eminent domain is required and undertaken by City, the cost and expense thereof shall be paid by Developer.

Article 11. Assignment of Commitments and Obligations

11.01. Developer's rights and obligations under this Agreement may not be assigned without such assignment being first approved and consented to by the City Council of the City, which approval and consent shall not be unreasonably withheld or delayed. Developer may, however, sell or lease pad sites and/or all or portions of the Retail Shopping Center, and any such sale or lease shall not be deemed an assignment of this Agreement; provided, however, in such event, (a) Developer shall contractually require any such lessee or purchaser to comply with the terms of this Agreement and develop a Retail Shopping Center or portion thereof in accordance with Conceptual Site Plan attached hereto as **Exhibit "C"**; (b) Developer shall enforce the obligation of such lessee or purchaser to comply with such contractual obligations; and (c) Developer shall remain responsible for the performance of all obligations of Developer hereunder with regard to the portion of the Retail Shopping Center so leased or sold. The development of any portion of the Project by one or more purchasers of portions of the Project (other than pad sites) in a manner that is inconsistent with the Conceptual Site Plan attached hereto in any material respect shall require the development plans therefor to be approved and consented to by City Council of the City, which approval shall not be unreasonably withheld or delayed; provided, however, the size of a pad site, the size of the building thereon and the configuration of a pad site may be modified without such City approvals so long as such modified design complies with all applicable City requirements for parking ratios, water quality, landscape and driveways.

11.02. This Agreement shall be binding upon the Parties, their successors and assigns.

Article 12. Default

12.01. A party shall not be deemed to have committed a curable Default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the Default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the Default is not an un-curable default and the nature of the curable Default is such that it cannot reasonably be cured within the thirty (30) day period, the party receiving the notice of Default may during such initial thirty (30) day period for cure give the other party written notice that it has commenced cure within the thirty (30) day period and will diligently and continuously prosecute the cure to completion as reasonably soon as possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the time permitted for cure for up to 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 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 provided, further, that if a Default is not cured within the applicable time period of thirty (30) business days, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within 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 ninety (90) calendar days after the defaulting party gives written notice that it is commencing cure, the non-defaulting party may terminate this Agreement. Notice of Default shall not be required if the Default is an un-curable Default.

12.02. Provided Developer or Developer's construction lender has given the City advance written notice providing the name and address of the Developer's construction lender, the City shall give written notice of any curable Default by Developer to Developer's construction lender. If Developer or Developer's construction lender has provided the City with such advance written notice, no notice of a curable Default by the City to Developer shall be deemed effective until it is served on Developer's construction lender. Developer's construction lender shall have the right to correct or cure any such failure within the same period of time after receipt of such notice as is given to Developer under this Agreement to correct or cure failures. The City will accept performance by either or both of Developer's construction lender and any anchor tenant of any covenant, condition or agreement on Developer's part to be performed hereunder with the same force and effect as though performed by Developer.

12.03. Notwithstanding any provisions of this Agreement to the contrary, in the event of any Default by Developer and/or the termination of this Agreement by the City, excluding enforcement of the Applicable Regulations and requirements to complete the Project in compliance with Exhibit "C", the City's sole remedies in such event shall be as set forth in Article 9 of this Agreement, and Developer's permits, pond relocation, landscape and sign approvals, and all variances granted to Developer by the City shall survive such default or termination and remain in full force and effect thereafter.

Article 13. Force Majeure

13.01. 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 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 thirty (30) days.

13.02. 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 thirty (30) days after the occurrence thereof.

13.03. 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 if found appropriate by the Party receiving the notice, in its reasonable business judgment, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch, and the term of this Agreement shall be extended for such period of suspension.

13.04. 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 14. Notices

14.01. 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 or sent by a recognized overnight courier service such as Federal Express. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed, or if sent by overnight courier, the next business day after it is sent.

Any notice mailed to the City shall be addressed:

City of Leander

Attn: Kent Cagle, City Manager
200 West Willis
P.O. Box 319
Leander, Texas 78646-0319
Telephone: (512) 528-2700
Facsimile: (512) 528-2831
e-mail: kcagle@leandertx.gov

with copy to:

McKamie & Krueger
Attorneys at Law
Executive Office Terrace
223 West Anderson Lane, Suite A105
Austin, Texas 78752
Telephone: (512) 323-5778
Facsimile: (512) 323-5773
e-mail: attorneys@cityattorneytexas.com

Any notice mailed to Developer shall be addressed:

Randall's Food & Drugs LP
Real Estate Department
3663 Briarpark Drive
Houston, TX 77042
Telephone: (713) 268-3897
Facsimile: (713) 268-3601
email: david.hardin@safeway.com

With Copy to:

Safeway, Inc.
Real Estate Law Department
5918 Stoneridge Mall Rd.
Pleasanton, CA 94588
Telephone: 925-226-5702
Facsimile: 925-467-3224

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 15. Entire Agreement

15.01. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties hereto, and may not be amended except by a writing signed by all parties and dated subsequent to the date hereof.

Article 16. Effective Date

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

Article 17.
Texas Law Governs

17.01. Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in the State District Courts located in Williamson County, Texas.

Article 18.
Time of the Essence

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

Article 19.
Litigation Expense

19.01. Attorney Fees and Costs. A Party shall not be liable to the other Party for attorney fees or costs incurred in connection with any litigation between the Parties, or in any action, process or proceeding in which a Party seeks to obtain a remedy from the other Party, including appeals and any post-judgment proceedings.

Article 20.
Counterparts

20.01. Counterparts. To facilitate execution of this Agreement, this Agreement may be executed in multiple counterparts, each of which, when assembled to include an original signature of each party contemplated to sign this Agreement, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement.

*[Remainder of Page Intentionally Left Blank;
Signature Page Follows]*

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

CITY:

City of Leander, Texas

Attest:

By: Debbie Haile
Debbie Haile, City Secretary

By: Kent Cagle
Name: Kent Cagle
Title: City Manager



DEVELOPER:

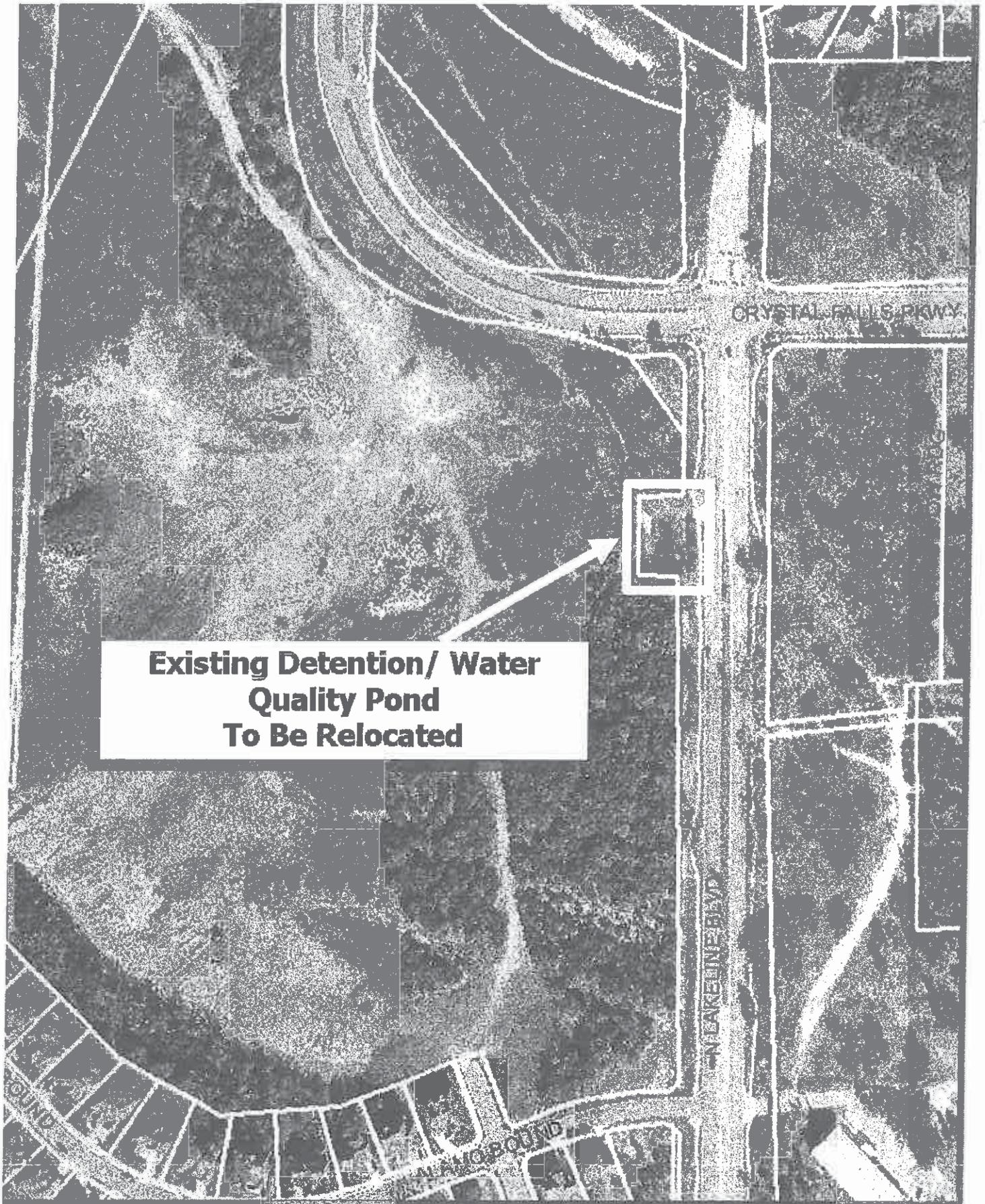
RANDALL'S FOOD & DRUGS LP
a Delaware limited partnership

By: Randall's Food Markets, Inc., a Delaware corporation,
its General Partner

By: Wendzel Mitchell
Name: Wendzel Mitchell
Title: Assistant Vice President

By: Denise M. Roma
Name: Denise M. Roma
Title: Assistant Vice President

Form Approved: WAM



**Existing Detention/ Water
Quality Pond
To Be Relocated**

Exhibit "A"

CRYSTAL FALLS TOWN CENTER

IN THE CITY OF LEANDER, TRAVIS COUNTY & WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT



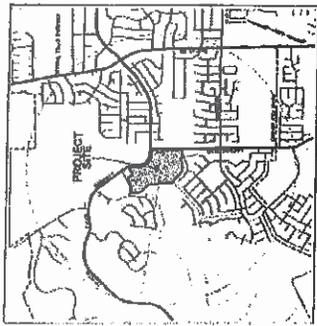
OVERALL LAYOUT

THE LOOKOUT GROUP

Sheet No. 1 of 7

Date: 05-10-12

SCALE: 1"=100'



APPEARED ON 5.21.12 BY 17246670 (12/13/12)

EXPIRES: 12/31/12

OWNER: THE LOOKOUT GROUP, L.P.

PREPARED BY: THE LOOKOUT GROUP, L.P.

DESIGNED BY: THE LOOKOUT GROUP, L.P.

ENGINEER: J. R. BENTLEY, L.L.C.

REGISTERED PROFESSIONAL ENGINEER

NO. 10000000000000000000

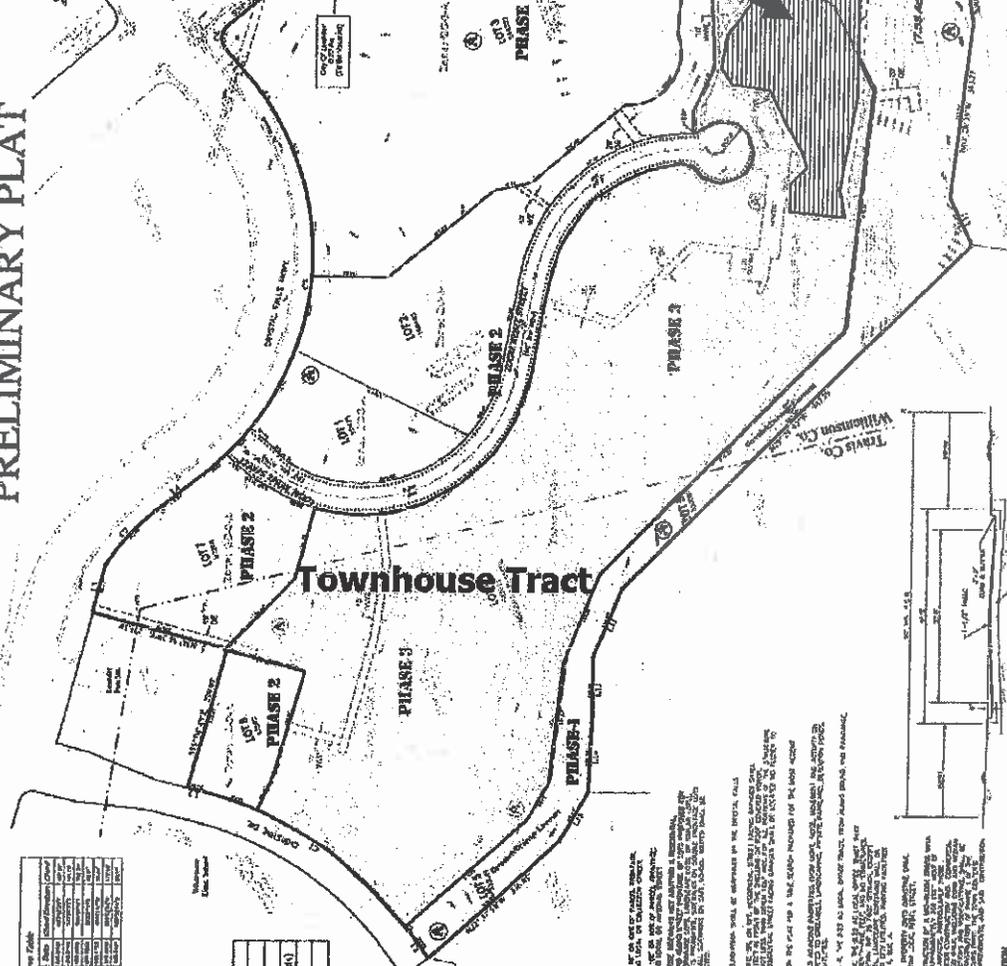
STATE OF TEXAS

LEANDER, TEXAS 78724

PHONE: (512) 257-7200

FAX: (512) 257-7201

WWW.THELOOKOUTGROUP.COM



Lot Schedule

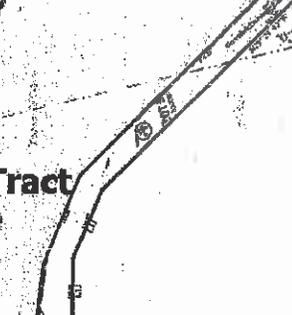
Lot	Area	Acres
1	0.10	0.10
2	0.10	0.10
3	0.10	0.10
4	0.10	0.10
5	0.10	0.10
6	0.10	0.10
7	0.10	0.10
8	0.10	0.10
9	0.10	0.10
10	0.10	0.10
11	0.10	0.10
12	0.10	0.10
13	0.10	0.10
14	0.10	0.10
15	0.10	0.10
16	0.10	0.10
17	0.10	0.10
18	0.10	0.10
19	0.10	0.10
20	0.10	0.10
21	0.10	0.10
22	0.10	0.10
23	0.10	0.10
24	0.10	0.10
25	0.10	0.10
26	0.10	0.10
27	0.10	0.10
28	0.10	0.10
29	0.10	0.10
30	0.10	0.10
31	0.10	0.10
32	0.10	0.10
33	0.10	0.10
34	0.10	0.10
35	0.10	0.10
36	0.10	0.10
37	0.10	0.10
38	0.10	0.10
39	0.10	0.10
40	0.10	0.10
41	0.10	0.10
42	0.10	0.10
43	0.10	0.10
44	0.10	0.10
45	0.10	0.10
46	0.10	0.10
47	0.10	0.10
48	0.10	0.10
49	0.10	0.10
50	0.10	0.10
51	0.10	0.10
52	0.10	0.10
53	0.10	0.10
54	0.10	0.10
55	0.10	0.10
56	0.10	0.10
57	0.10	0.10
58	0.10	0.10
59	0.10	0.10
60	0.10	0.10
61	0.10	0.10
62	0.10	0.10
63	0.10	0.10
64	0.10	0.10
65	0.10	0.10
66	0.10	0.10
67	0.10	0.10
68	0.10	0.10
69	0.10	0.10
70	0.10	0.10
71	0.10	0.10
72	0.10	0.10
73	0.10	0.10
74	0.10	0.10
75	0.10	0.10
76	0.10	0.10
77	0.10	0.10
78	0.10	0.10
79	0.10	0.10
80	0.10	0.10
81	0.10	0.10
82	0.10	0.10
83	0.10	0.10
84	0.10	0.10
85	0.10	0.10
86	0.10	0.10
87	0.10	0.10
88	0.10	0.10
89	0.10	0.10
90	0.10	0.10
91	0.10	0.10
92	0.10	0.10
93	0.10	0.10
94	0.10	0.10
95	0.10	0.10
96	0.10	0.10
97	0.10	0.10
98	0.10	0.10
99	0.10	0.10
100	0.10	0.10

Lot Schedule

Lot	Area	Acres
1	0.10	0.10
2	0.10	0.10
3	0.10	0.10
4	0.10	0.10
5	0.10	0.10
6	0.10	0.10
7	0.10	0.10
8	0.10	0.10
9	0.10	0.10
10	0.10	0.10
11	0.10	0.10
12	0.10	0.10
13	0.10	0.10
14	0.10	0.10
15	0.10	0.10
16	0.10	0.10
17	0.10	0.10
18	0.10	0.10
19	0.10	0.10
20	0.10	0.10
21	0.10	0.10
22	0.10	0.10
23	0.10	0.10
24	0.10	0.10
25	0.10	0.10
26	0.10	0.10
27	0.10	0.10
28	0.10	0.10
29	0.10	0.10
30	0.10	0.10
31	0.10	0.10
32	0.10	0.10
33	0.10	0.10
34	0.10	0.10
35	0.10	0.10
36	0.10	0.10
37	0.10	0.10
38	0.10	0.10
39	0.10	0.10
40	0.10	0.10
41	0.10	0.10
42	0.10	0.10
43	0.10	0.10
44	0.10	0.10
45	0.10	0.10
46	0.10	0.10
47	0.10	0.10
48	0.10	0.10
49	0.10	0.10
50	0.10	0.10
51	0.10	0.10
52	0.10	0.10
53	0.10	0.10
54	0.10	0.10
55	0.10	0.10
56	0.10	0.10
57	0.10	0.10
58	0.10	0.10
59	0.10	0.10
60	0.10	0.10
61	0.10	0.10
62	0.10	0.10
63	0.10	0.10
64	0.10	0.10
65	0.10	0.10
66	0.10	0.10
67	0.10	0.10
68	0.10	0.10
69	0.10	0.10
70	0.10	0.10
71	0.10	0.10
72	0.10	0.10
73	0.10	0.10
74	0.10	0.10
75	0.10	0.10
76	0.10	0.10
77	0.10	0.10
78	0.10	0.10
79	0.10	0.10
80	0.10	0.10
81	0.10	0.10
82	0.10	0.10
83	0.10	0.10
84	0.10	0.10
85	0.10	0.10
86	0.10	0.10
87	0.10	0.10
88	0.10	0.10
89	0.10	0.10
90	0.10	0.10
91	0.10	0.10
92	0.10	0.10
93	0.10	0.10
94	0.10	0.10
95	0.10	0.10
96	0.10	0.10
97	0.10	0.10
98	0.10	0.10
99	0.10	0.10
100	0.10	0.10

Total Lots = 8

Total Acreage = 6.43 Ac.

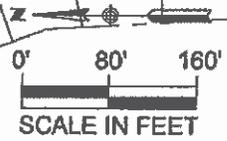


STREET INFORMATION

STREET NAME	WIDTH (FEET)	RIGHT-OF-WAY (FEET)	DEVELOPMENT
LOT 1-10	40 FT	100 FT	RESIDENTIAL
LOT 11-20	40 FT	100 FT	RESIDENTIAL
LOT 21-30	40 FT	100 FT	RESIDENTIAL
LOT 31-40	40 FT	100 FT	RESIDENTIAL
LOT 41-50	40 FT	100 FT	RESIDENTIAL
LOT 51-60	40 FT	100 FT	RESIDENTIAL
LOT 61-70	40 FT	100 FT	RESIDENTIAL
LOT 71-80	40 FT	100 FT	RESIDENTIAL
LOT 81-90	40 FT	100 FT	RESIDENTIAL
LOT 91-100	40 FT	100 FT	RESIDENTIAL

Townhouse Tract

Exhibit "D"



30' DRIVE
LIMITED ACCESS
W/ RIGHT IN RIGHT OUT

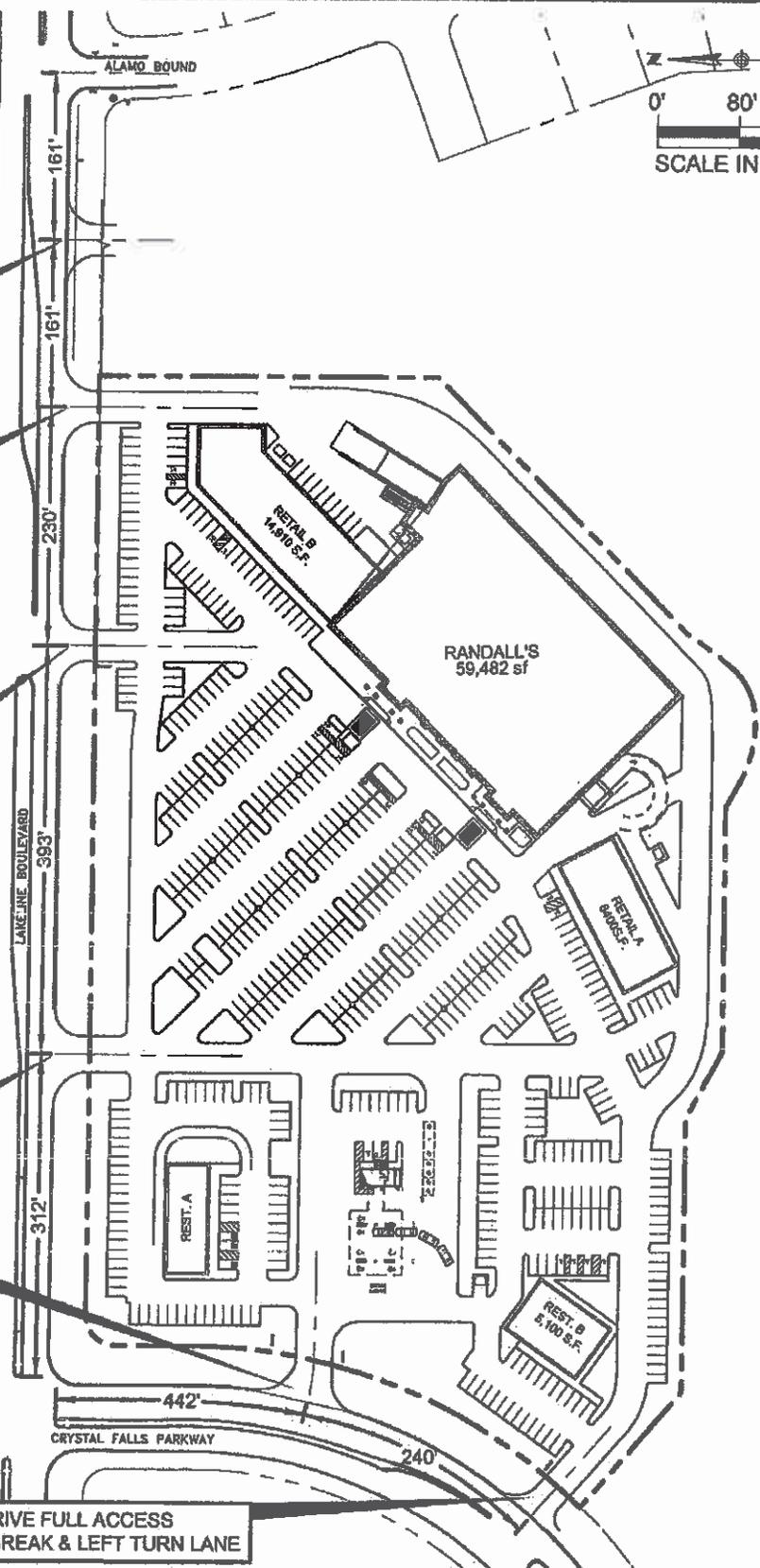
35' DRIVE
LIMITED ACCESS
W/ RIGHT IN RIGHT OUT

45' DRIVE
FULL ACCESS
W/ MEDIAN BREAK &
LEFT TURN LANE

35' DRIVE
LIMITED ACCESS
W/ RIGHT IN RIGHT OUT

35' DRIVE
LIMITED ACCESS
W/ RIGHT IN RIGHT OUT

35' DRIVE FULL ACCESS
W/ MEDIAN BREAK & LEFT TURN LANE



LJA Engineering, Inc.
5316 Highway 290 West
Suite 150
Austin, Texas 78735


Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

RANDALLS @ CRYSTAL FALLS

Driveway locations and Median Breaks - Exhibit "E"



COLEMAN & COLEMAN, INC.
 LANDSCAPE ARCHITECTS
 1000 WEST 10TH STREET
 SUITE 100
 FORT WORTH, TEXAS 76102
 TEL: 817.339.3333
 FAX: 817.339.3334
 WWW.COLEMANANDCOLEMAN.COM

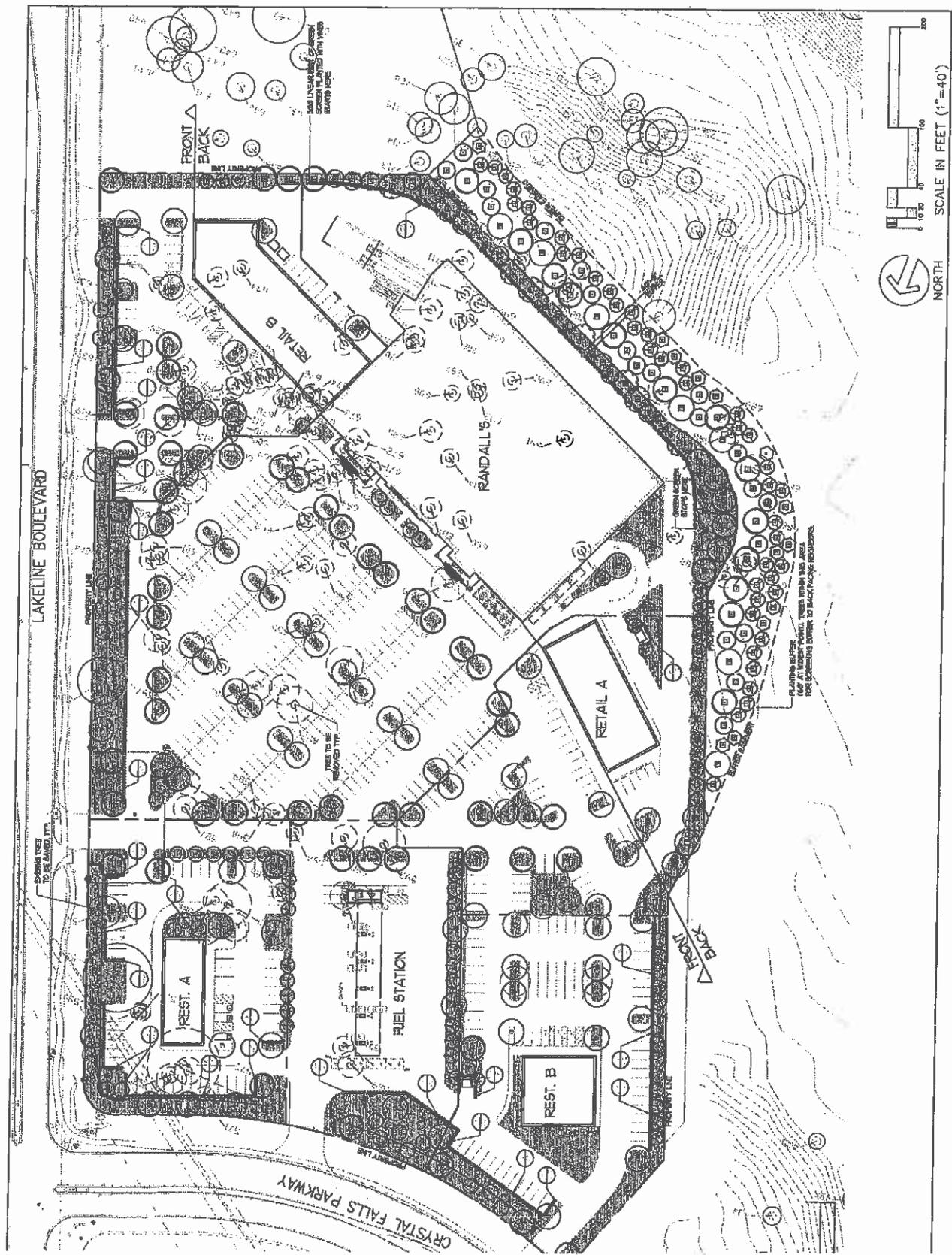
NOT FOR EXISTING OR CONSTRUCTION

EXHIBIT "F"
 LANDSCAPE PLAN

Randall's at Crystal Falls
 Leander, Texas

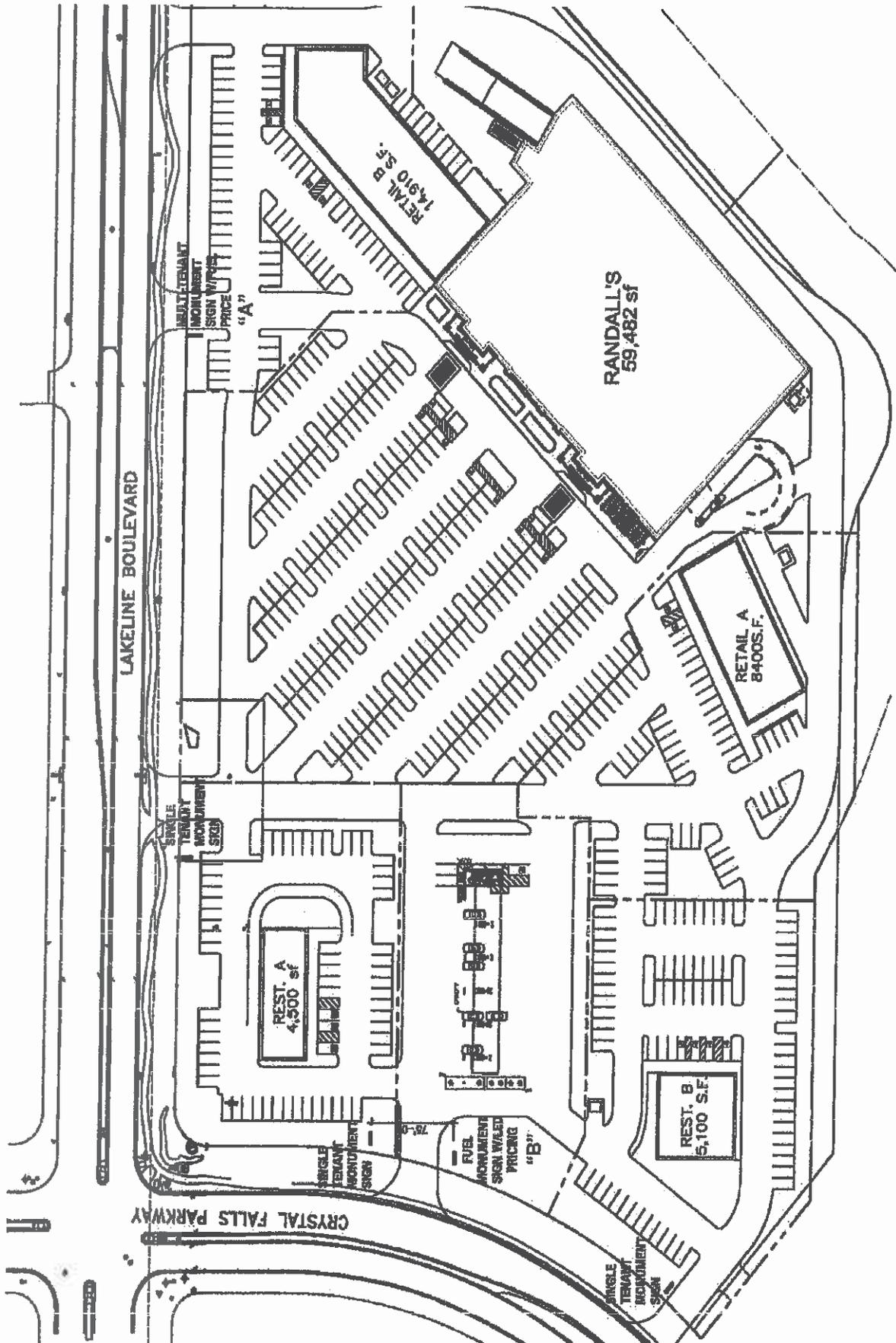
NO.	DESCRIPTION
1	AS SHOWN
2	AS SHOWN
3	AS SHOWN
4	AS SHOWN
5	AS SHOWN
6	AS SHOWN
7	AS SHOWN
8	AS SHOWN
9	AS SHOWN
10	AS SHOWN
11	AS SHOWN
12	AS SHOWN
13	AS SHOWN
14	AS SHOWN
15	AS SHOWN
16	AS SHOWN
17	AS SHOWN
18	AS SHOWN
19	AS SHOWN
20	AS SHOWN
21	AS SHOWN
22	AS SHOWN
23	AS SHOWN
24	AS SHOWN
25	AS SHOWN
26	AS SHOWN
27	AS SHOWN
28	AS SHOWN
29	AS SHOWN
30	AS SHOWN
31	AS SHOWN
32	AS SHOWN
33	AS SHOWN
34	AS SHOWN
35	AS SHOWN
36	AS SHOWN
37	AS SHOWN
38	AS SHOWN
39	AS SHOWN
40	AS SHOWN
41	AS SHOWN
42	AS SHOWN
43	AS SHOWN
44	AS SHOWN
45	AS SHOWN
46	AS SHOWN
47	AS SHOWN
48	AS SHOWN
49	AS SHOWN
50	AS SHOWN
51	AS SHOWN
52	AS SHOWN
53	AS SHOWN
54	AS SHOWN
55	AS SHOWN
56	AS SHOWN
57	AS SHOWN
58	AS SHOWN
59	AS SHOWN
60	AS SHOWN
61	AS SHOWN
62	AS SHOWN
63	AS SHOWN
64	AS SHOWN
65	AS SHOWN
66	AS SHOWN
67	AS SHOWN
68	AS SHOWN
69	AS SHOWN
70	AS SHOWN
71	AS SHOWN
72	AS SHOWN
73	AS SHOWN
74	AS SHOWN
75	AS SHOWN
76	AS SHOWN
77	AS SHOWN
78	AS SHOWN
79	AS SHOWN
80	AS SHOWN
81	AS SHOWN
82	AS SHOWN
83	AS SHOWN
84	AS SHOWN
85	AS SHOWN
86	AS SHOWN
87	AS SHOWN
88	AS SHOWN
89	AS SHOWN
90	AS SHOWN
91	AS SHOWN
92	AS SHOWN
93	AS SHOWN
94	AS SHOWN
95	AS SHOWN
96	AS SHOWN
97	AS SHOWN
98	AS SHOWN
99	AS SHOWN
100	AS SHOWN

SHEET: L1
 OF



Conceptual Landscape Plan

Exhibit "F"



Sign locations/ types

Exhibit "G"

**ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT FOR THE RANDALL'S FOOD STORE & SHOPPING
CENTER**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Assignment and Assumption of Development Agreement (the "Assignment") is executed and delivered on this the 12TH day of May, 2015, by CRYSTAL FALLS SHOPPING CENTER, LLC, a Delaware limited liability company ("Assignor"), to and in favor of CYPRESS CRYSTAL FALLS LP, a Texas limited partnership ("Assignee").

A. The City of Leander, Texas (the "City"), and RANDALL'S FOOD & DRUGS LP, a Delaware limited partnership ("Randall's") entered into that certain Development Agreement for the Randall's Food Store and Shopping Center dated September 27, 2012 (the "Agreement"). A copy of the Development Agreement is attached hereto as Exhibit B.

B. The Development Agreement for the Randall's Food Store and Shopping Center was recorded as Document No. 2012097763 in the Official Public Records of Williamson County, Texas.

C. The City consented to the assignment of the Agreement from Randall's to PROPERTY DEVELOPMENT CENTERS LLC, a Delaware limited liability company ("PDC") by instrument entitled Assignment and Assumption dated effective August 7, 2014, attached hereto as Exhibit C.

D. The City consented to the assignment of the Agreement from PDC to Assignor by instrument entitled Assignment and Assumption of Development Agreement for the Randall's Food Store and Shopping Center dated effective December 22, 2014, attached hereto as Exhibit D.

E. Assignor and CYPRESS ACQUISITIONS, LLC, a Texas limited liability company ("Cypress") are parties to that certain Purchase and Sale Agreement (the "Purchase and Sale Agreement") entered into as of April 27, 2015.

F. Cypress has assigned all of its right, title and interest in the Purchas and Sale Agreement to Assignee.

G. Assignor desires to assign all of of Assignor's rights in the Agreement relating to the real property described in the attached Exhibit A (the "Property") (which is the same property subject to the Agreement and described in Exhibit A to the Agreement), to Assignee, and Assignee desires to acquire the same from Assignor, subject to the terms, conditions and limitations herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment. Subject to the terms of Paragraph 3, Assignor hereby ASSIGNS, TRANSFERS AND CONVEYS and by these premises does hereby ASSIGN, TRANSFER AND CONVEY to Assignee all of Assignor's right, title and interest in, to and under the Agreement with respect to the Property.

2. Assumption. Subject to the terms of Paragraph 3, Assignee, by its acceptance hereof, hereby: (a) agrees to all terms and conditions of the Agreement and covenants and agrees to assume and perform all duties and obligations to be performed and/or discharged by Assignor under the Agreement arising from and after the Closing Date (hereinafter defined); and (b) agrees to develop the Property in compliance with the requirements of the Agreement. Subject to all the terms and conditions in this Assignment, it is the express intention of both Assignor and Assignee that Assignee is hereby substituted for Assignor as the "Developer" under the Development Agreement.

3. Termination. Parties agree that this Agreement shall only be deemed delivered and effective upon the date (the "Closing Date") of the delivery, and recordation in the Real Property Records of Williamson County, Texas, of the deed (in the form required by the Purchase and Sale Agreement) conveying the Property from Assignor to Assignee, and is of no further force or effect if the Purchase and Sale Agreement between Assignee and Assignor is terminated, the Closing Date does not occur and/or the Deed is not delivered and recorded in the Real Property Records of Williamson County, Texas for any reason.

4. No Warranties. Assignee acknowledges and agrees that Assignor is transferring the Development Agreement to Assignee without any representation or warranty of any kind or nature, except and to the extent as may be expressly set forth in the Purchase and Sale Agreement.

5. Further Assurances. Each party agrees that it will execute and deliver such additional documents and take such additional action as may be reasonably request by the other party to consummate the transaction contemplated hereby provided that such documents and actions shall not involve any increase in the obligations or liabilities of such party.

6. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof.

7. Governing Law. This Assignment is made and entered into in the State of Texas and shall be interpreted, construed and enforced in accordance with the laws of the State of Texas.

8. Binding Effect. All of the terms, provisions, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

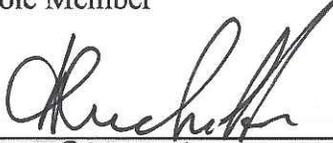
9. Headings. The headings and captions in this Assignment are for convenience only, and shall not control or affect the meaning or construction of any provision of this Assignment.

10. Counterparts; Facsimile Signatures. Facsimile signatures appearing hereon shall

ASSIGNOR:

CRYSTAL FALLS SHOPPING CENTER LLC,
a Delaware limited liability company

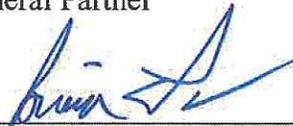
By: Terramar Retail Centers, LLC,
a Delaware limited liability company
its Sole Member

By: 
Name: ALEX LIFFIE
Title: EV, Investments

ASSIGNEE:

CYPRESS CRYSTAL FALLS LP,
a Texas limited partnership

By: Cypress Crystal Falls GP, LLC,
a Texas limited liability company,
its General Partner

By: 
Brian C. Parro, Chief Financial Officer
and Vice President

CONSENT:

**CITY OF LEANDER, TEXAS,
a Texas home-rule municipal corporation**

By: _____
Christopher Fielder, Mayor
P.O. Box 319
City of Leander, Williamson County, Texas 78646

Date: _____

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

TRACT ONE: Lot 3, Block A, Crystal Falls Town Center, Section 1, according to the plat thereof recorded in Document No. 2012088694, Official Public Records of Williamson County, Texas.

TRACT TWO: Slope easement in, over, along and across that certain tract of land stated to contain 0.981 acre of land, more or less, out of Lot 4 of Crystal Falls Town Center, Section 1, according to the map or plat thereof recorded in Document No. 2012088694, Official Public Records of Williamson County, Texas, and a portion of the A. Bittick Survey 144, Williamson County, Texas; said 0.981 acre being further described in Slope Easement dated Nov. 13, 2012, recorded in Document No. 2012094956, Official Public Records, Williamson County, Texas.

Exhibit B

DEVELOPMENT AGREEMENT

[See attached]



**DEVELOPMENT AGREEMENT
FOR THE RANDALL'S FOOD STORE AND SHOPPING CENTER**

This Development Agreement For The Randall's Food Store and Shopping Center (this "**Agreement**") is made, entered into and effective as of the 27th day of September, 2012 (the "**Effective Date**"), by and between the **City of Leander, Texas**, a home-rule municipal corporation (the "**City**") and **Randall's Food & Drugs LP**, a Delaware limited partnership ("**Developer**"). The City and Developer are sometimes referred to herein as the "**Parties**". The Parties agree as follows.

RECITALS

Whereas, Developer owns or will acquire the real property described in Section 1.01 below (the "**Property**");

Whereas, Developer will develop and construct the Randall's Store, the Retail Shopping Center and the Improvements, as hereinafter defined, on the Property (the Randall's Store and the Retail Shopping Center are sometimes collectively referred to herein as the "**Project**");

Whereas, Developer operation and maintenance of the Randall's Store, and construction of the Retail Shopping Center, will provide a community service and public convenience;

Whereas, the construction, operation and maintenance of the Project will enhance the City's ad valorem tax base and sales and use tax revenues, will create new employment opportunities, and will contribute to the overall economic development of the City;

Whereas, for and in consideration of the waiver of building permit and site development fees described herein, Developer will obtain a certificate of occupancy for the Randall's Store, and obtain a final inspection of and have the Retail Shopping Center buildings ready for tenant occupancy, not later than two (2) years after the extension of Lakeline Boulevard to FM 2243 is completed ("**Lakeline Boulevard**"); and

Whereas, the City desires to assist the economic development of the City by providing financial assistance to Developer, so that the Project will be situated on the Property, and the Randall's Store and Retail Shopping Center will be constructed, operated and maintained in a manner that contributes to the quality of life and economy of the City.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained in this Agreement, and other good and valuable consideration, the Parties incorporate the foregoing Recitals into this Agreement as if incorporated herein verbatim, and the City and Developer contract, covenant and agree as follows:

**Article 1.
Definitions**

Section 1.01. The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Capitalized

words, terms and phrases not defined in this section but otherwise defined in this Agreement shall have the meaning given as defined in other sections of this Agreement. Words not defined in this Agreement shall have their common meaning and be construed in the context used in this Agreement. Words used in the present tense include the future tense. Words used in the plural include the singular, and words in the singular include the plural. The word "shall" is mandatory. The word "herein" means in this Agreement. The words "used or occupied" as to land or building shall be construed to include the words intended, arranged, or designed to be used or occupied.

(a) "Applicable Regulations" means and includes the applicable federal and state laws, rules and regulations, and the City Charter and ordinances, rules and regulations of the City.

(b) "Certificate of Occupancy" means a permit or authorization issued by the City that authorizes occupancy of a structure after the structure has been constructed and completed in compliance with all applicable codes, ordinances, rules and regulations.

(c) "Comply" and "compliance" mean timely, full, and complete performance of each and every requirement, obligation, duty, condition, or warranty as stated in this Agreement. The words "Comply" and "compliance" mean complete compliance and do not mean substantial compliance, unless otherwise specifically stated.

(d) "Construct" and "construction" mean construction in a good and workmanlike manner and in compliance with Applicable Regulations.

(e) "Default" means failure to comply timely, fully, and completely with one or more requirements, obligations, duties, terms, conditions or warranties set forth in this Agreement, after any applicable notice and cure period provided in Section 12.01 hereinbelow.

(f) "Detention Pond" means the existing detention/water quality facility that is owned by the City, abuts Lakeline Boulevard and the Property, and is described and shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

(g) "Improvements" means all required water, wastewater, Drainage Improvements, Roadway Improvements, streets, driveway, parking areas, landscaping and other amenities and improvements within and outside the boundaries of the Property that are required to serve the Project, including, but not limited to, the Randall's Store and the Retail Shopping Center, and specifically excluding any such construction, work, driveways, streets or facilities that are required to serve individual Townhouses.

(h) "Property" means the real property, located within the City at the southwest corner of Lakeline Boulevard and Crystal Falls Parkway, described in Exhibit "B" attached hereto and incorporated herein by reference for all purposes.

(i) "Randall's Store" means a Randall's grocery store that has 58,000 square feet, or more, of heated and cooled space under roof.

(j) "Retail Occupants" means (collectively) Randall's, and the retail stores, banks, and persons leasing or owning space and conducting business within the Retail Shopping Center.

(k) "Retail Shopping Center" means a building, or buildings, that is in addition to the Randall's Store, that has an aggregate of 23,000 square feet, or more, of heated and cooled space under roof that is designed for and to be occupied by retail shops and retail service providers. In addition to the Retail Shopping Center, Developer may develop pad sites along Crystal Falls Parkway.

(l) "Townhouse Tract" means the area shown on the Crystal Falls Town Center Conceptual Site Plan attached hereto as Exhibit "D" as being planned for the development of Townhouses.

Article 2.

Purposes, Term and Consideration

2.01. Developer owns or has a contractual right to purchase, and has made application for and obtained the rezoning of, the Property.

(a) Developer has submitted to the City a proposal for development of the Property that will include the Randall's Food Store, the Retail Shopping Center and the Improvements. It is the intent of this Agreement that the Project will generally be laid out, planned, developed and constructed in compliance with the Conceptual Site Plan attached hereto and incorporated herein for all purposes as Exhibit "C" (the "Conceptual Site Plan"), for the uses and occupancies generally referenced and described in this Agreement, according to and in compliance with the requirements of the Applicable Regulations, this Agreement, and the site development plans hereinafter approved by the City.

(b) Developer desires to develop the Property for the Project, obtain water service, wastewater service, adequate drainage and improved traffic access for the Project, and to purchase the Detention Pond from the City. In order to provide water, wastewater, drainage and improved traffic access to the Project, it is necessary to construct certain improvements to extend adequate water and wastewater services as necessary, provide for drainage, detention and water quality of storm water and to provide for increased traffic access to the Property as provided in this Agreement and in the plats and construction drawings approved by the City. The construction of the "Drainage Improvements", as defined in Section 4.01 below, will provide the storm water detention capacity and water quality assets required for the Project and the additional storm water detention/water quality capacity necessary to replace the capacity of the Detention Pond.

2.02. Developer will benefit from this Agreement by virtue of the City services that will be made available to the Property, the City's participation in the Cost of the Project (as hereinafter defined) as provided in Article 9, the City's agreement to sell the Detention Pond to Developer for and consideration of the Developer paying to the City Three and 90/100 Dollars (\$3.90) per square foot of the land on which the Detention Pond is located and Developer replacing the detention/water quality capacity of the Detention Pond, in addition to providing additional detention/water quality capacity required for the Project, and the certainty and assurance in the

conditions, terms, and restrictions applicable to the development of the Property and Project. The City will benefit from this Agreement by virtue of the creation of jobs within the City and the increased sales and ad valorem taxes that the City will realize.

2.03. The benefits to the Parties set forth in Section 2.02 above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

2.04. The term of this Agreement shall begin on the Effective Date and end two (2) years after the date that the construction of Lakeline Boulevard is accepted by the City or by Williamson County, Texas, (the "County") as complete (the "Term"), provided the Term of this Agreement shall expire earlier on the occurrence of a Default by Developer in the performance of this Agreement. Upon the expiration of this Agreement any and all rights of Developer pursuant to this Agreement shall terminate and expire; provided, however, that if a Default has not occurred, or a Default has occurred, but Developer has paid all applicable site development and building permit fees, all zoning, building permits, and City approved construction, Drainage Improvements, street modification and signage plans shall survive the termination of this Agreement.

Article 3 Development of the Project

3.01. **Applicable Regulations.** Developer shall plan, design, plat, build-out and complete the Project, in compliance with good engineering practices, the Applicable Regulations and this Agreement.

3.02. **Design and Construction.** Developer shall, at Developer's sole cost and expense, finance, design, construct and install: (a) all Drainage Improvements as defined in Section 4.01 below; and (b) all streets, detention/water quality and drainage facilities, parking areas, landscaping and other amenities and improvements within and outside the boundaries of the Property that are required for the Project. Developer shall construct and install the Project, in compliance with the Applicable Regulations and plans and specifications approved by the City, and Developer shall not receive any rebate or contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property, or for the Project.

Article 4. Design and Construction of the Drainage Improvements

4.01. **Developer Responsible for Constructing Drainage Improvements.** Developer shall be solely responsible for the design and construction of all drainage improvements and facilities required for the Project. The drainage improvements required to be constructed by Developer will include a new detention pond (the "Replacement Detention Pond"). The Replacement Detention Pond will have detention/water quality capacity equal to the capacity of the Detention Pond that the City is conveying to Developer plus the detention/water quality capacity required to serve the Project and the Townhouse Tract.

(a) The drainage improvements shall consist of all drainage improvements that are required by the Applicable Regulations, good engineering practices, and this Section 4.01, to be constructed for the Project, and such drainage improvements shall include the Replacement Detention Pond (collectively the "Drainage Improvements").

(b) . The Replacement Detention Pond will be located at the site shown on Exhibit "D" and an easement for drainage, storm water detention and water quality as preliminarily generally shown on the attached Exhibit "H" (subject to change by Developer in connection with the design and construction of the Drainage Improvements) shall be granted to the City on or before completion of the Drainage Improvements and before the conveyance of the Detention Pond to Developer pursuant to Section 4.03 below. The Replacement Detention Pond will be conveyed by Special Warranty Deed, subject to the easement, to the Crystal Falls Home Owner's Association ("Crystal Falls HOA"). The Crystal Falls HOA shall have the duty and responsibility to operate and maintain the Replacement Detention Pond until such time, if any, that the City Council of the City releases the operation and maintenance obligations. The easement to the City shall be on the land on which the Replacement Detention Pond is to be located, and the Replacement Detention Pond shall be operated and maintained at no cost to the City.

4.02. Detention Pond. Developer will purchase the Detention Pond from the City for and in consideration of payment to the City of (a) a cash amount equal to the current market value of Three and 90/100 Dollars (\$3.90) per square foot of the land, and (b) as additional compensation for the City's conveyance of the Detention Pond to Developer, Developer will add to and increase the size and capacity of the detention/water quality pond required for the Project as required by Section 4.01.

4.03. Conveyance of Detention Pond. Developer shall build, construct and install the Replacement Detention Pond as defined in Section 4.01 above prior to the demolition or removal of the Detention Pond. Upon the completion of construction and approval of the Drainage Improvements constructed by Developer, the City will, by Special Warranty Deed, sell and convey the Detention Pond to Developer for and in consideration of the compensation provided in Section 4.02.

Article 5.

Design and Construction of the Roadway Improvements

5.01. The roadway improvements shall consist of deceleration turn lanes and median cuts on Lakeline Boulevard and on Crystal Falls Parkway that are designed, constructed and installed in compliance with this Agreement and good engineering practices (the "Roadway Improvements"). The Roadway Improvements, median breaks and curb cuts will be constructed in compliance with, and at the locations shown on, Exhibit "E", attached hereto and incorporated herein for all purposes.

Article 6.
Project Engineer

6.01. A qualified professional engineering firm, LJA Engineering, Inc. or other qualified professional engineering firm, employed by Developer and approved by the City (the "**Project Engineer**"), will act as Engineer for the Roadway Improvements and the Drainage Improvements. The Project Engineer will prepare the design, construction plans and specifications, and supporting documentation for the Roadway Improvements, in compliance with this Agreement, all applicable professional standards and duties, and good engineering practices. The Project Engineer will submit to the City Engineer, for review and approval in accordance with this Section and Section 8.01, the design, plans and specifications for the Drainage Improvements and Roadway Improvements.

Article 7.
Cost of the Project

7.01. All costs and expenses for the Project, including, but not limited to the Drainage Improvements and the Roadway Improvements, shall be paid by Developer as they become due. The City will not bear or pay any part or portion of the Cost of the Project, except as specifically provided in Article 9.

7.02. Developer shall fund and pay for the design, construction and installation of the Drainage Improvements as provided in this Agreement, in a timely manner, and at the sole cost and expense of the Developer.

7.03. Developer shall fund and pay for the design, construction and installation of the Roadway Improvements as provided in this Agreement, in a timely manner, and at the sole cost and expense of the Developer.

7.04. Developer shall not receive any rebate or contribution from the City for any portion of any amenity or improvement that is constructed either off-site, or on-site within or outside 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 pursuant to the terms of Article 9 of this Agreement.

7.05. Developer and its grantees, lessees, successors and assigns, shall pay to the City all fees and charges provided for or established by the Applicable Regulations, for or with respect to the development of the Property; save and except as specifically provided in Article 9.

Article 8.
Plans, Specifications and Performance

8.01. Developer hereby further agrees to:

(a) contract with Project Engineer for the preparation of the design, plans and specifications and the provision of the services anticipated to be performed by Project Engineer

with respect to the Drainage Improvements and the Roadway Improvements, pursuant to and in a manner consistent with the intent of this Agreement;

(b) review and approve the plans and specifications for construction of the Drainage Improvements and the Roadway Improvements;

(c) cause Project Engineer to submit all plans and specifications to the engineer for the City ("City Engineer") for review and approval;

(d) work and coordinate with the City to assure that the Drainage Improvements and Roadway Improvements are timely constructed in accordance with the plans and specifications approved by City Engineer;

(e) coordinate with, and obtain all permits, reviews and approvals lawfully required by, Williamson County, the City, the State of Texas and any agency of the State;

(f) develop and construct the Randall's Store and Retail Shopping Center in compliance with the approved zoning, and the Applicable Regulations, and make timely and compliant applications for all permits required by the Applicable Regulations;

(g) obtain a final Certificate of Occupancy for the Randall's Store and the Retail Shopping Center on or on or before two (2) years after the date that the extension of Lakeline Boulevard to FM 2243 is accepted by the City or by Williamson County, Texas, as complete;

(h) cause all water and wastewater extensions, connections and facilities, utility extensions, on-site drainage grading and facilities, and all other infrastructure and construction of every nature and kind whatsoever that is necessary and required for the Property to be completed in compliance with the Applicable Regulations, and the plats and construction plans that are approved by the City, at the sole cost, expense and responsibility of Developer;

(i) reimburse the City monthly for the reasonable costs and expenses incurred by the City for legal fees with respect to this Agreement, or to acquire or convey property (including by eminent domain) that is required for development of the Property, and any out-of-pocket costs incurred for third party professional engineering services by reason of a dispute between Project Engineer and City Engineer, and related costs and expenses, with respect to the Project and this Agreement;

(j) pay, or cause its grantees, successors and assigns, to pay the water and wastewater impact fees and tap fees, and all other fees and charges established by the Applicable Regulations and applicable to the development of the Project save and except as specifically provided in Article 9;

(k) provide the City with adequate security, by cash deposit or letter of credit, prior to the start of construction of the Roadway Improvements, to assure timely final completion and acceptance of the Roadway Improvements in compliance with the Applicable Regulations; and

(l) comply with the approved conceptual landscape and tree preservation plan attached as Exhibit "F" at the time that the Site Development Permit is issued.

8.02. The City hereby further agrees to:

(a) review and approve the design, plans and specifications for the construction of the Drainage Improvements and the Roadway Improvements, and after the completion of the construction in accordance with the approved plans, specifications, and good engineering practices, separately approve the Drainage Improvements and the Roadway Improvements, and not unreasonably withhold, delay or condition any such requested approvals; provided, however, that requiring compliance with, and review and approvals completed in compliance with, the Applicable Regulations shall not be deemed unreasonable condition or delay;

(b) conduct a timely review of all submittals by Developer, its grantees and lessees, as each submittal is made, and the City will review such submittals individually and will not require a complete set of plans in order to initiate the review;

(c) review and process the site development plan applications for the Property, and for any portions thereof, including, but not limited to, a site development plan for the Randall's Store and the Retail Shopping Center, in a timely and expeditious manner, and issue building permits for the Randall's Store and Retail Shopping Center, as appropriate, based on plans submitted contemporaneously with the issuance of the site development permit;

(d) issue the Certificate(s) of Occupancy ("CO") for the Property "per shop" and, in the Retail Shopping Center, to issue a CO for each store with common walls and a roof; including issuance of a temporary CO for the Randall's Store, and retail shop(s) within the Retail Shopping Center, once the exterior structure is complete (and prior to completion of landscaping, environmental or other controls), in order to allow Randall's, its grantees, lessees and successors to store furnishings and products within the store after it is substantially completed;

(e) during the design and construction of the Drainage Improvements, Roadway Improvements and the development of the Project, review and approve permit applications and necessary change order requests, as appropriate, and perform all inspections of the Drainage Improvements, Roadway Improvements and Project in a timely manner and not unreasonably withhold, delay or condition such applications and requests; ; provided, however, that requiring compliance with, and review and approvals completed in compliance with the Applicable Regulations shall not be deemed unreasonable condition or delay;

(f) accept one or more surety bonds, cash deposits, or letters of credit issued by a bank that is acceptable to the City, as security to assure the completion and acceptance of the Roadway Improvements;

(g) provide water and wastewater services to the Property upon the issuance of Certificates of Occupancy for the Project on the same terms and conditions that are provided to all other areas of the City; and

(h) calculate and determine the amount of water service for buildings or facilities located within the Project as provided in the Applicable Regulations requiring payment of the fees at the rate that is in effect when the fees become due and payable.

(i) allow for three (3) car stacking at the pharmacy drive-thru for the Randall's Store.

(j) allow up to 5 % EIFS material on the exterior of each building in the Project; and

(k) upon application(s) being filed with the City, approve sign permits for the Multi-Tenant Monument Sign, three Single Tenant Monument Signs and the Fuel Monument Sign that are shown on Exhibit "G" attached to this Agreement.

Article 9 Waiver of Certain Fees

9.01. Economic Development Incentive. (a) Waiver Grant. Subject to the terms, limitations and provisions of this Section 9.01 and Developer's full and timely performance of, and compliance with, each of the requirements and conditions precedent set forth in this Agreement, the City agrees to grant to Developer an economic development incentive equal to the site development and building permit fees payable to the City, pursuant to the Applicable Regulations.

(b) Waiver of Certain Fees. Subject to Developer completing and obtaining a Certificate of Occupancy for the Randall's Store and the Retail Shopping Center within two (2) years after the date the extension of Lakeline Boulevard to FM 2243 is accepted as complete by the City or by the County, the City waives Developer's payment of the site development and building permit fees for the Project.

(c) Termination of Waiver of Fee Payments. Notwithstanding any other term or provision of this Agreement to the contrary, if Developer does not obtain a Certificate of Occupancy for the Randall's Store and the Retail Shopping Center on or before the second anniversary date of the acceptance by the City or the County of the extension of Lakeline Boulevard to FM 2243 the waiver of the site development and building permit fees shall terminate. Upon such termination Developer promptly shall pay to the City the site development and building permit fees then established by the Applicable Regulations for site development permit and all building permits issued for the Project by the City, and no Certificate of Occupancy shall be issued for the Project until such fees are paid.

9.02. Performance By Developer. Developer shall perform all the duties and responsibilities of Developer as set forth and provided in the foregoing Articles of this Agreement, and not be or remain in Default of any such duty or obligation after notice and opportunity to cure. The occurrence of an uncured Default by Developer and failure to perform an obligation under any Section or Article of this Agreement, excluding this Article 9, shall be and constitute a failure by Developer to perform under this Article 9.

9.03. Performance Criteria. Developer further agrees and covenants that it shall comply with all of the following, and the failure to so perform will be an un-curable Default:

(a) Developer shall cause the design, plans and specifications for the installation and construction of the Project, in compliance with an approved Site Development Plan, including, but not limited to, the Project, to be completed by Project Engineer as provided in this Agreement, and approved by City Engineer on or before the expiration of one (1) year from the completion date of the extension of Lakeline Boulevard to FM 2243;

(b) Developer shall apply for a building permit for construction of the Project on or before one (1) year from the completion date of the extension of Lakeline Boulevard to FM 2243;

(c) Developer shall complete construction and obtain final approval from the City of the Project on or before two (2) years following the completion date of the extension of Lakeline Boulevard to FM 2243;

(d) Developer shall cause the Randall's Store to be open for business and fully operational, and the Retail Shopping Center to be constructed and available for occupancy, on or before two (2) years following the completion date of the extension of Lakeline Boulevard to FM 2243 (collectively the "Performance Criteria"); and

(e) Developer's failure to comply with any one of these Performance Criteria shall result in an un-curable Default and termination of the waiver of site development and building permit fees.

9.04. Forfeiture. Developer shall forfeit any and all rights to the waiver of the payment of site development and building permit fees set forth in Section 9.01(b) above if Developer fails to meet and comply with the Performance Criteria. If Developer Defaults by failing to comply with the Performance Criteria set forth in Section 9.03 above, all rights of Developer pursuant to this Article 9 shall terminate. If Developer otherwise Defaults in the performance of this Agreement, and fails to timely cure such Default after receipt of written notice of Default from the City, this Agreement shall terminate, except for the provisions of this Agreement, including, but not limited to, Section 12.03 which specifically shall survive termination.

9.05. Default of Performance Criteria. Notwithstanding any other term or provision of this Agreement, a Default by reason of Developer's failing to comply with a Performance Criteria provided in Section 9.02 above is not curable and notice of such Default is not required.

Article 10. Eminent Domain

10.01. The City agrees to provide the use of all City lands, rights-of-way and easements, as appropriate, and to provide further required easements or fee ownership as may be necessary and useful for the construction of the Roadway Improvements, and the location of water and wastewater lines and facilities that are needed to serve the Property. It is acknowledged that, if a sufficient water supply or wastewater service is not available at the Property for the use and

operation of the Project without reducing or interfering with the water availability or wastewater service to persons being served by the water or wastewater lines located in the right-of-way abutting the Property, the required water supply or wastewater lines being a public necessity, the City agrees to use its power of eminent domain to acquire such lands or easements, if necessary. In the event any such eminent domain is required and undertaken by City, the cost and expense thereof shall be paid by Developer.

Article 11.

Assignment of Commitments and Obligations

11.01. Developer's rights and obligations under this Agreement may not be assigned without such assignment being first approved and consented to by the City Council of the City, which approval and consent shall not be unreasonably withheld or delayed. Developer may, however, sell or lease pad sites and/or all or portions of the Retail Shopping Center, and any such sale or lease shall not be deemed an assignment of this Agreement; provided, however, in such event, (a) Developer shall contractually require any such lessee or purchaser to comply with the terms of this Agreement and develop a Retail Shopping Center or portion thereof in accordance with Conceptual Site Plan attached hereto as Exhibit "C"; (b) Developer shall enforce the obligation of such lessee or purchaser to comply with such contractual obligations; and (c) Developer shall remain responsible for the performance of all obligations of Developer hereunder with regard to the portion of the Retail Shopping Center so leased or sold. The development of any portion of the Project by one or more purchasers of portions of the Project (other than pad sites) in a manner that is inconsistent with the Conceptual Site Plan attached hereto in any material respect shall require the development plans therefor to be approved and consented to by City Council of the City, which approval shall not be unreasonably withheld or delayed; provided, however, the size of a pad site, the size of the building thereon and the configuration of a pad site may be modified without such City approvals so long as such modified design complies with all applicable City requirements for parking ratios, water quality, landscape and driveways.

11.02. This Agreement shall be binding upon the Parties, their successors and assigns.

Article 12.

Default

12.01. A party shall not be deemed to have committed a curable Default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the Default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the Default is not an un-curable default and the nature of the curable Default is such that it cannot reasonably be cured within the thirty (30) day period, the party receiving the notice of Default may during such initial thirty (30) day period for cure give the other party written notice that it has commenced cure within the thirty (30) day period and will diligently and continuously prosecute the cure to completion as reasonably soon as possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the time permitted for cure for up to 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 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 provided, further, that if a Default is not cured within the applicable time period of thirty (30) business days, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within 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 ninety (90) calendar days after the defaulting party gives written notice that it is commencing cure, the non-defaulting party may terminate this Agreement. Notice of Default shall not be required if the Default is an un-curable Default.

12.02. Provided Developer or Developer's construction lender has given the City advance written notice providing the name and address of the Developer's construction lender, the City shall give written notice of any curable Default by Developer to Developer's construction lender. If Developer or Developer's construction lender has provided the City with such advance written notice, no notice of a curable Default by the City to Developer shall be deemed effective until it is served on Developer's construction lender. Developer's construction lender shall have the right to correct or cure any such failure within the same period of time after receipt of such notice as is given to Developer under this Agreement to correct or cure failures. The City will accept performance by either or both of Developer's construction lender and any anchor tenant of any covenant, condition or agreement on Developer's part to be performed hereunder with the same force and effect as though performed by Developer.

12.03. Notwithstanding any provisions of this Agreement to the contrary, in the event of any Default by Developer and/or the termination of this Agreement by the City, excluding enforcement of the Applicable Regulations and requirements to complete the Project in compliance with Exhibit "C", the City's sole remedies in such event shall be as set forth in Article 9 of this Agreement, and Developer's permits, pond relocation, landscape and sign approvals, and all variances granted to Developer by the City shall survive such default or termination and remain in full force and effect thereafter.

Article 13. Force Majeure

13.01. 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 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 thirty (30) days.

13.02. 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 thirty (30) days after the occurrence thereof.

13.03. 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 if found appropriate by the Party receiving the notice, in its reasonable business judgment, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch, and the term of this Agreement shall be extended for such period of suspension.

13.04. 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 14.
Notices

14.01. 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 or sent by a recognized overnight courier service such as Federal Express. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed, or if sent by overnight courier, the next business day after it is sent.

Any notice mailed to the City shall be addressed:

City of Leander

Attn: Kent Cagle, City Manager
200 West Willis
P.O. Box 319
Leander, Texas 78646-0319
Telephone: (512) 528-2700
Facsimile: (512) 528-2831
e-mail: kcagle@leandertx.gov

with copy to:

McKamie & Krueger
Attorneys at Law
Executive Office Terrace
223 West Anderson Lane, Suite A105
Austin, Texas 78752
Telephone: (512) 323-5778
Facsimile: (512) 323-5773
e-mail: attorneys@cityattorneytexas.com

Any notice mailed to Developer shall be addressed:

Randall's Food & Drugs LP
Real Estate Department
3663 Briarpark Drive
Houston, TX 77042
Telephone: (713) 268-3897
Facsimile: (713) 268-3601
email: david.hardin@safeway.com

With Copy to:

Safeway, Inc.
Real Estate Law Department
5918 Stoneridge Mall Rd.
Pleasanton, CA 94588
Telephone: 925-226-5702
Facsimile: 925-467-3224

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 15.
Entire Agreement**

15.01. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties hereto, and may not be amended except by a writing signed by all parties and dated subsequent to the date hereof.

**Article 16.
Effective Date**

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

Article 17.
Texas Law Governs

17.01. Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in the State District Courts located in Williamson County, Texas.

Article 18.
Time of the Essence

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

Article 19.
Litigation Expense

19.01. Attorney Fees and Costs. A Party shall not be liable to the other Party for attorney fees or costs incurred in connection with any litigation between the Parties, or in any action, process or proceeding in which a Party seeks to obtain a remedy from the other Party, including appeals and any post-judgment proceedings.

Article 20.
Counterparts

20.01. Counterparts. To facilitate execution of this Agreement, this Agreement may be executed in multiple counterparts, each of which, when assembled to include an original signature of each party contemplated to sign this Agreement, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement.

*[Remainder of Page Intentionally Left Blank;
Signature Page Follows]*

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

CITY:

City of Leander, Texas

Attest:

By: Debbie Haile
Debbie Haile, City Secretary



By: Kent Cagle
Name: Kent Cagle
Title: City Manager

DEVELOPER:

RANDALL'S FOOD & DRUGS LP
a Delaware limited partnership

By: Randall's Food Markets, Inc., a Delaware corporation,
its General Partner

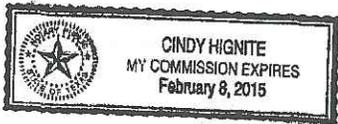
By: Wendzu Mitchell
Name: Wendzu Mitchell
Title: Assistant Vice President

By: Denise M. Roman
Name: Denise M. Roman
Title: Assistant Vice President

Form Approved: WAM

State of Texas
County of Williamson

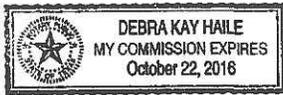
This instrument was acknowledged before me on 4th day October 2012 by Kent Cagle.



Cindy Hignite
Notary Public's Signature

State of Texas
County of Williamson

This instrument was acknowledged before me on 27th day Sept. 2012 by Wendall Mitchell.



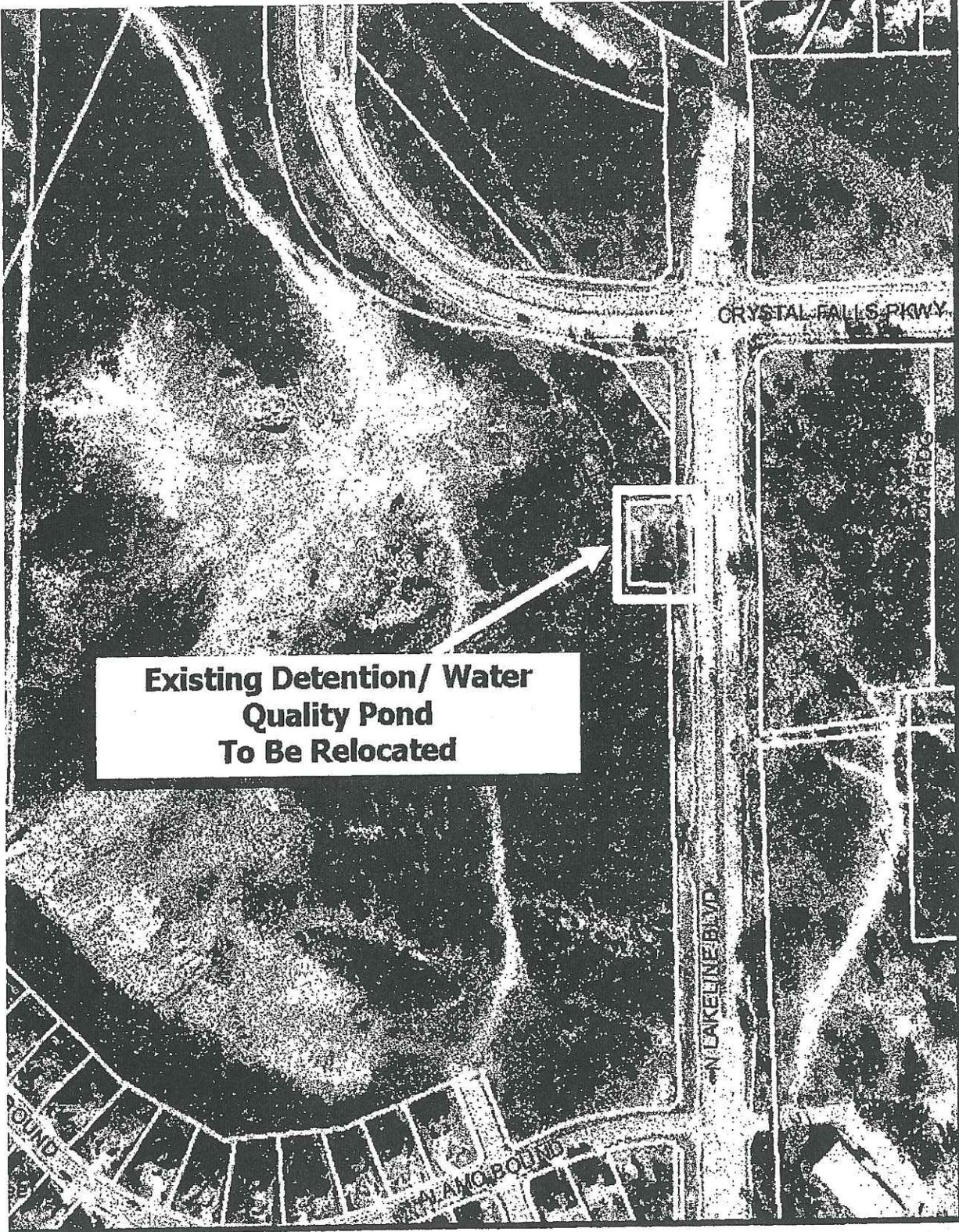
Debra Kay Haile
Notary Public's Signature

State of Texas
County of Williamson

This instrument was acknowledged before me on 27th day Sept. 2012 by Denise M. Roman.



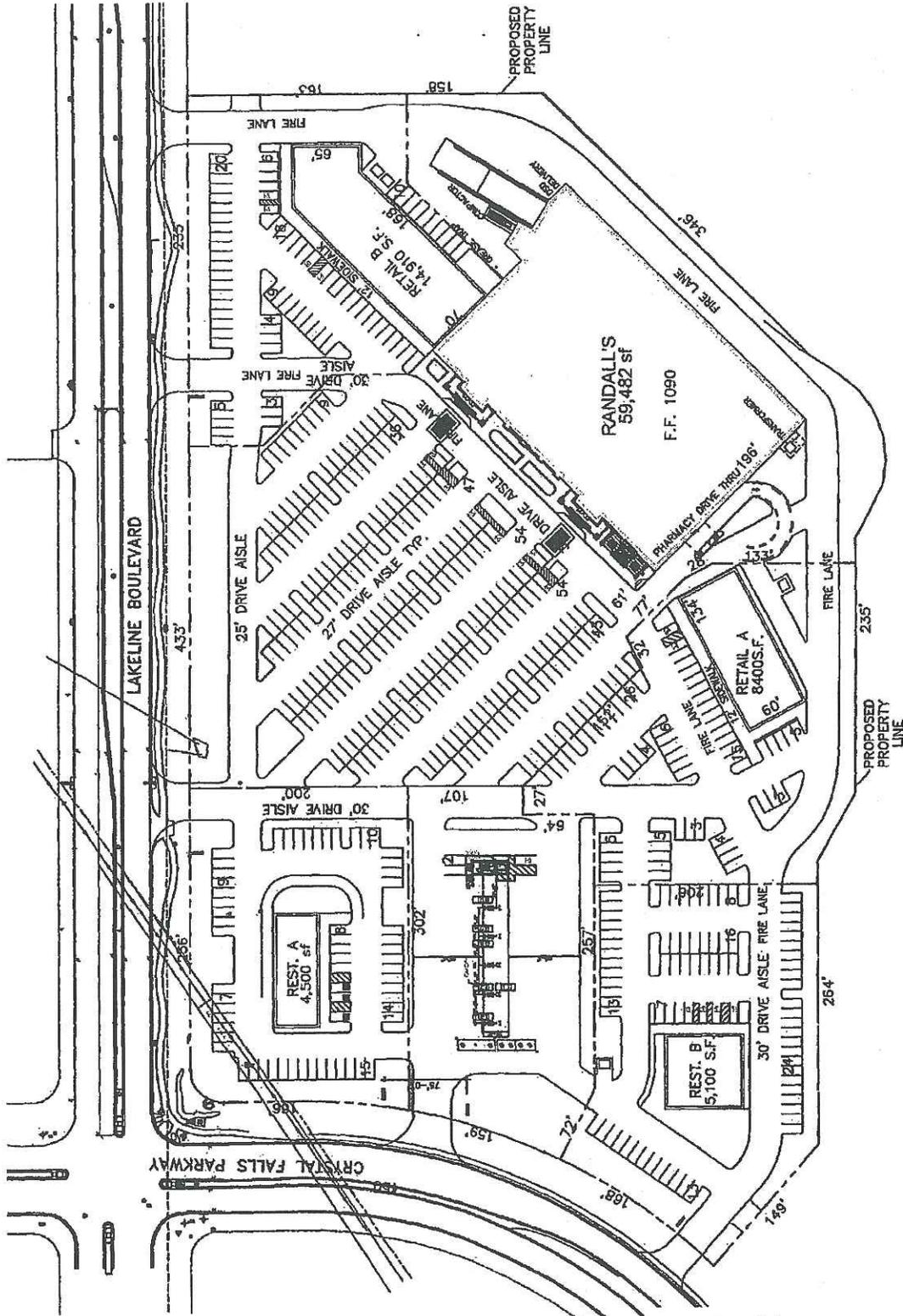
Debra Kay Haile
Notary Public's Signature



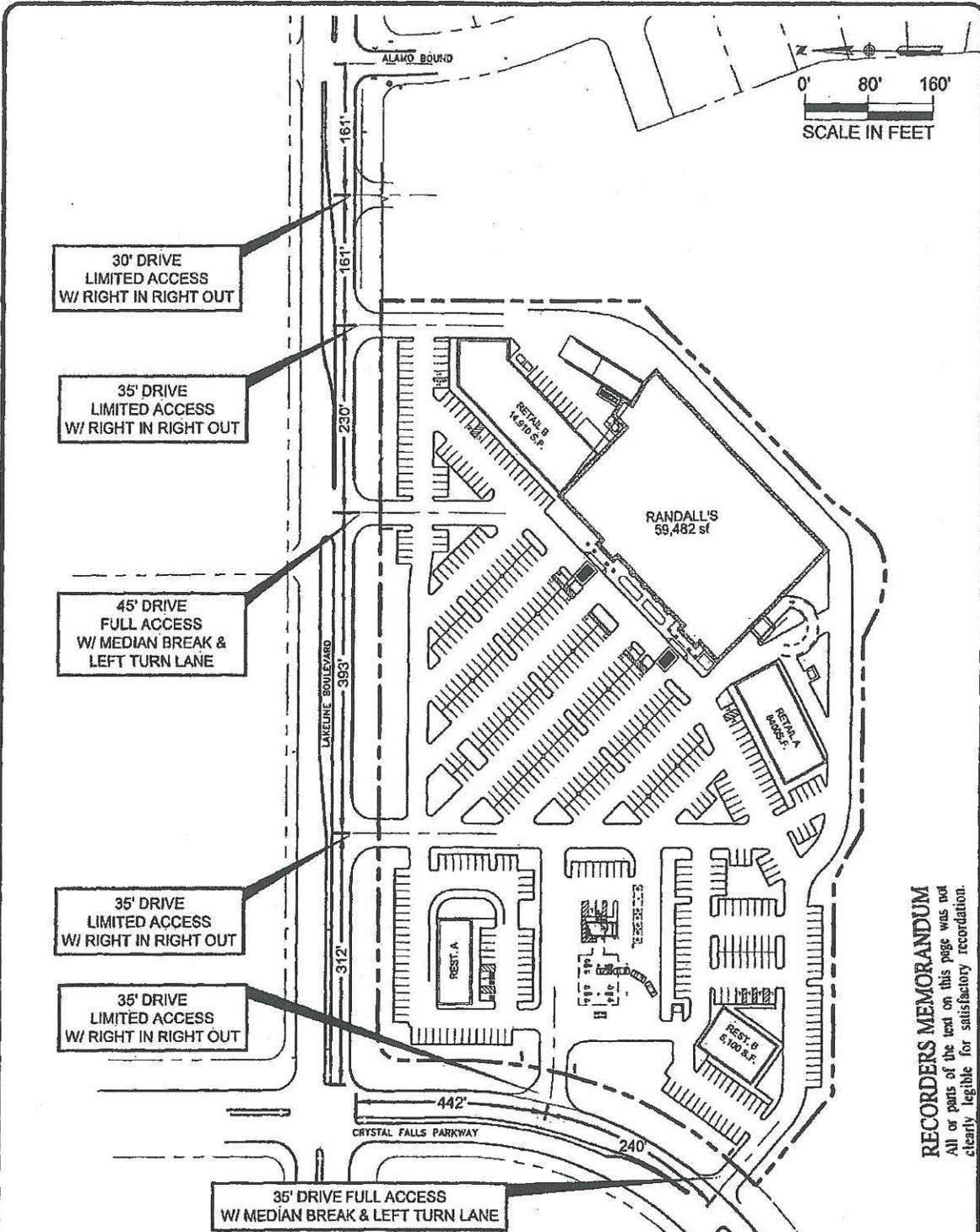
**Existing Detention/ Water
Quality Pond
To Be Relocated**

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

Exhibit "A"



Conceptual Site Plan RECORDERS MEMORANDUM **Exhibit "C"**
 All or parts of the text on this page may be illegible for satisfactory recordation.



RECORDERS MEMORANDUM
 All or parts of the text on this page was not
 clearly legible for satisfactory recordation.

LJA Engineering, Inc.

6316 Highway 290 West
 Suite 150
 Austin, Texas 78735



Phone 512.439.4700
 Fax 512.439.4715
 FRN - F-1385

RANDALLS @ CRYSTAL FALLS

Driveway locations and Median Breaks - Exhibit "E"



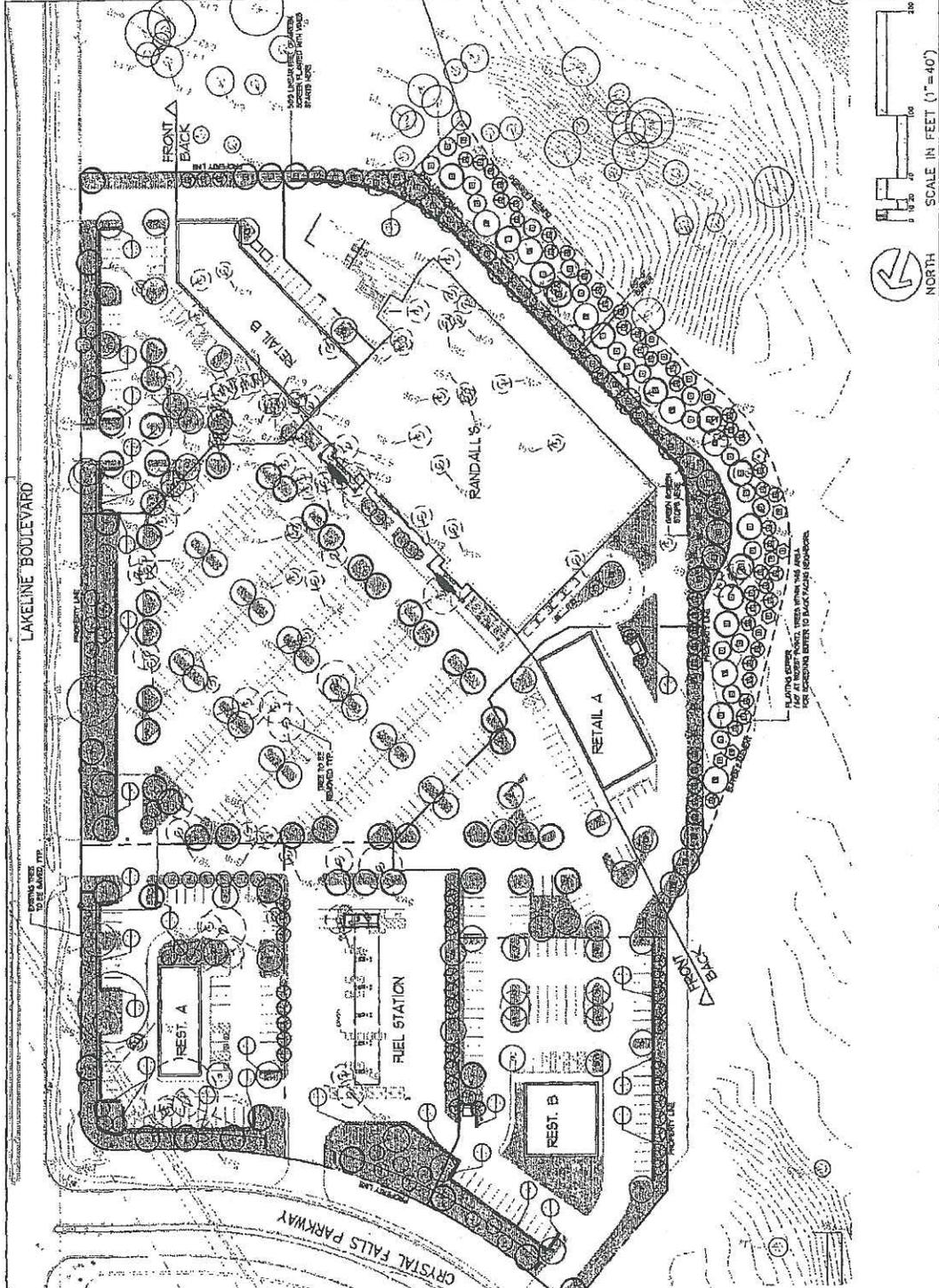
FOR RECORD OR REFERENCE ONLY
 NOT TO BE USED FOR CONSTRUCTION

EXHIBIT "F"
 LANDSCAPE PLAN

Foraster's at Crystal Falls
 Leander, Texas

DATE	10/15/10
BY	J. H. HARRIS
CHECKED BY	J. H. HARRIS
APPROVED BY	J. H. HARRIS
REVISIONS	

SHEET
L1
 OF

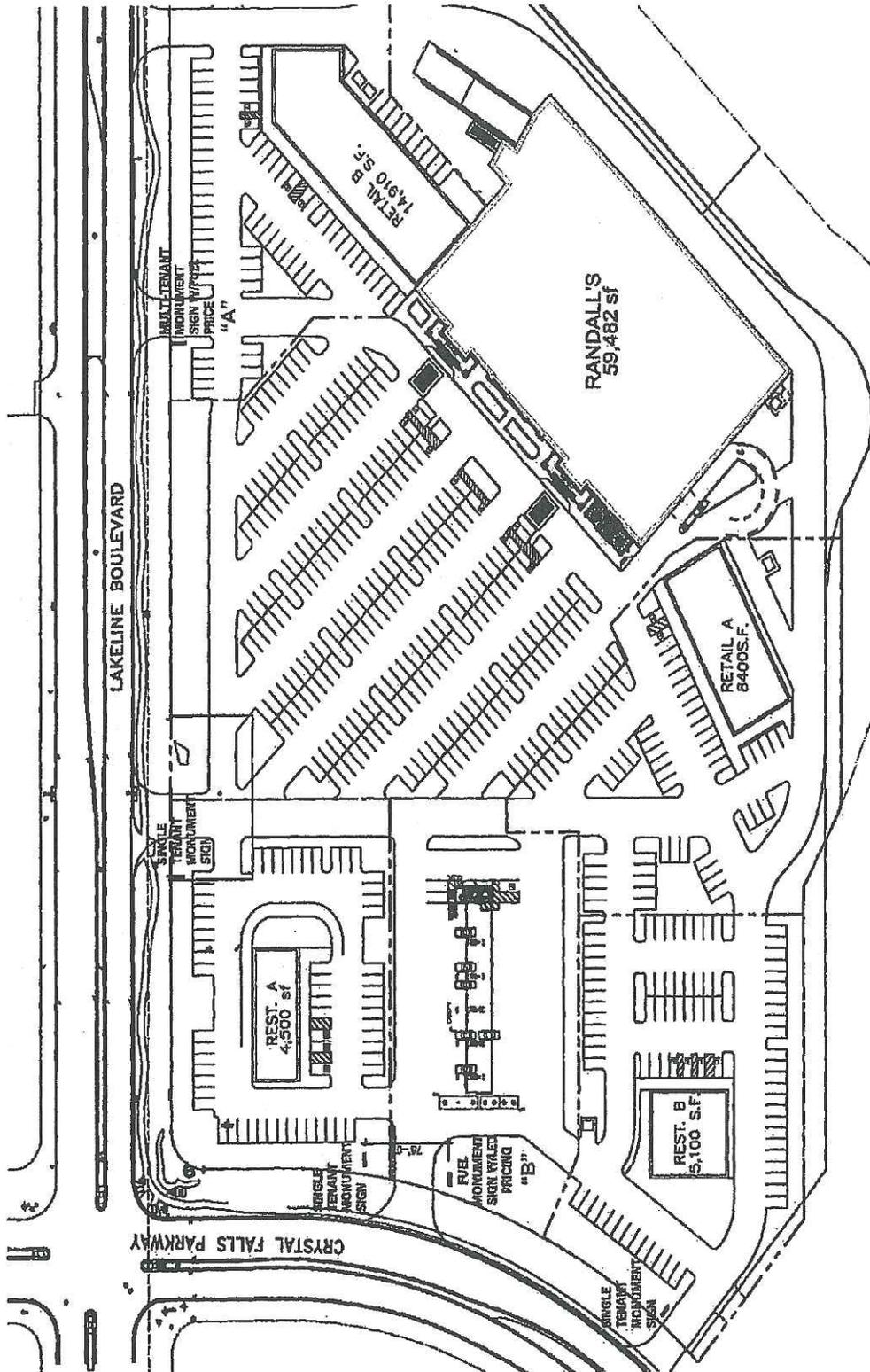


RECORDERS MEMORANDUM
 All or parts of the text on this page was not clearly legible for satisfactory recordation.

Conceptual Landscape Plan Exhibit "F"

Sign locations/ types

Exhibit "G"



RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

Sign locations/ types

Exhibit "G"

SIGN "A"

LISTED

© 2013 STATE SIGN CORP.

3/8" ALUMINUM FILLER
3/8" x 2/8" ALUMINUM RODS
WATER TIGHT WIREWAYS
HOOKETS
FLEXIBLE CONDUIT
130V BOMB BALLASTS
(SIZE & LOCATION VARY W/RT)
TENANT DIVIDER
FLUORESCENT P-H.O. LAMPS
POLY-CARBONATE FACE
FLX CONNECTORS
2" x 2" x 3/16" ANGLE FRAME
SERVICE PROVIDED BY OTHER

D/F ALUM. MULTI-TENANT CABINET W/ POLY-CARBONATE FACES
TYR SECTION: (N.T.S.)

Scope of Work:
Manufacture and install one (1) of internally illuminated multi-tenant monument sign.

Main ID:

- 125" rooted aluminum pan panel.
- 3/16" # 7328 white poly-carbonate face.
- D-K.O. fluorescent lamps.

Tenant Cabinet:

- 2 1/2" aluminum recesses (pre-finished dk-bronze).
- 3/16" # 7328 white poly-carbonate face.
- 1st surface 3M vinyl copy and graphic.
- D-K.O. fluorescent lamps.

Misc.:

- 2" reveal surround (p.s.t.m. sandstone).
- .080" aluminum crown and railing (dk-bronze).
- LED fuel Price Display
- Stone by other.

■ 3M 3630-157 Sultan Blue
■ 3M 3630-143 Poppy Red

STATE SIGN

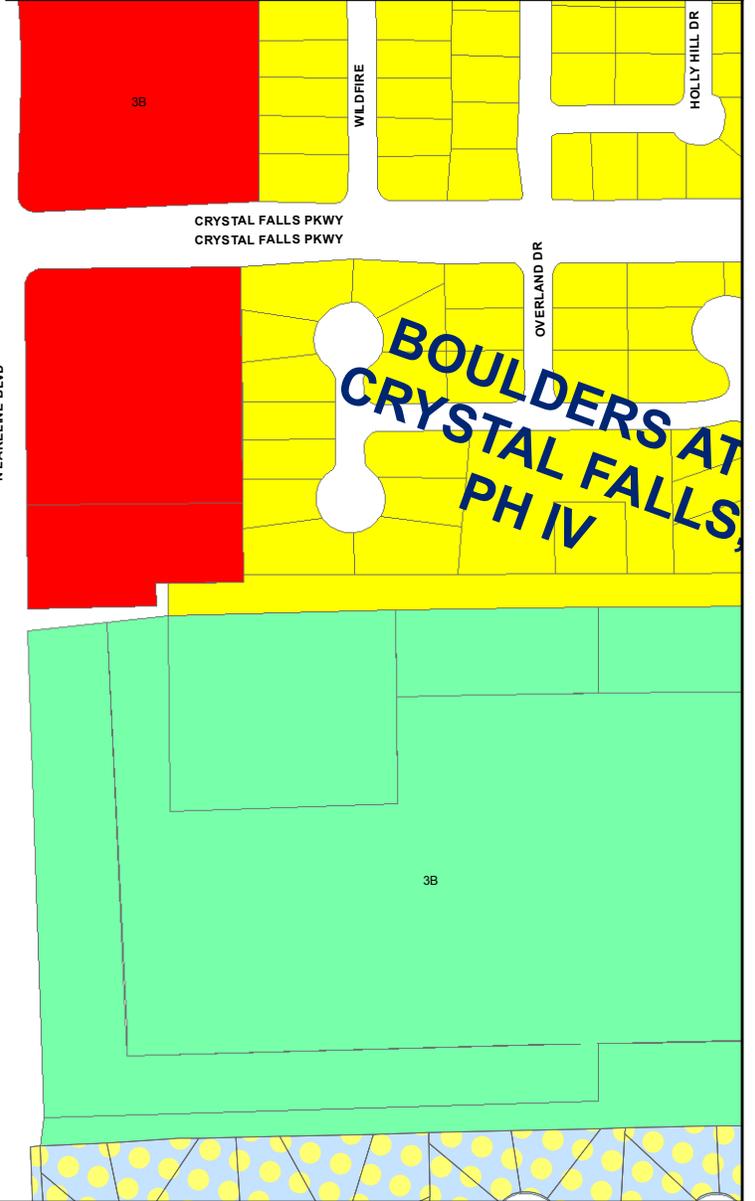
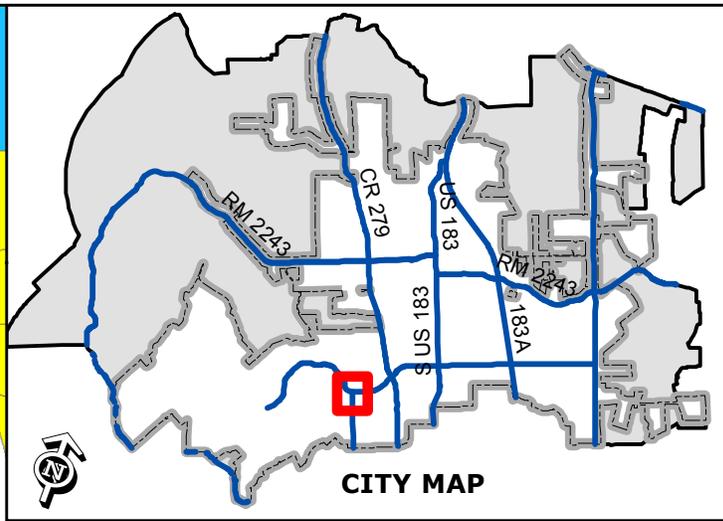
Multi-Tenant Monument (120sq. ft.)
Scale: 1/2" = 1'-0"

This sign is intended to be installed in accordance with the requirements of the applicable local codes. This includes proper permitting and bonding of the sign. A 1/4" high aluminum base shall be used. This sign is intended to be installed in accordance with the requirements of the applicable local codes. This includes proper permitting and bonding of the sign. A 1/4" high aluminum base shall be used.

<p>Company Office 1975 X 78 1/2" VD. Remain panels</p> <p>31133 37th Street Dallas, TX 75228 214-343-8323 (local)</p>	<p>Job Location Randalls #3145</p> <p>Job No. 12-22537</p> <p>Date: 07/05/12 Revised: 08/14/12</p> <p>Sales Rep: Danny Zock</p>
---	---

www.state-sign.com

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.



Development Agreement

Attachment #6

Location Exhibit
Randall's Food Store

-  Subject Property
-  City Limits



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





Executive Summary

May 21, 2015

Agenda Subject: Presentation by Williamson County Commissioner, Valerie Covey, and Animal Shelter Director, Cheryl Schneider, on the Expansion of the Williamson County Animal Shelter

Background: We received a request from Commissioner Valerie Covey's office to speak at this meeting to let Council know about the expansion at the Williamson County Animal Shelter.

Origination: Commissioner Covey's Office

Recommendation: N/A

Attachments: N/A

Prepared by: Debbie Haile TRMC, City Secretary



Executive Summary

May 21, 2015

Council Agenda Subject: Consideration of Agreement for Purchase and Ownership Transfer of Certain Waterline Improvements between the City of Leander and the City of Cedar Park for \$250,000.00

Background: This attached Agreement with the City of Cedar Park provide for the sale and transfer of approximately 1,800 linear feet of 12-inch water line located outside of the City Limits and ETJ of the City of Leander along the east side of Reagan Boulevard. In addition, this purchase includes several thousand linear feet of 3-inch, and 1.5-inch along C.R. 180, Downing Lane, and near PVR 919, which are all located outside of any jurisdictional boundaries of Leander as shown in Exhibit A attached herein. The Cities of Cedar Park and Leander will coordinate the changeover of water providers to assure a smooth transition for the 23 water customers within the affected area. This Agreement has been reviewed by the City Attorney.

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

Financial Consideration: \$250,000.00 Revenue to Utility Fund

Recommendation: Staff recommends approval of the of Agreement for Purchase and Ownership Transfer of Certain Waterline Improvements between the City of Leander and the City of Cedar Park in the amount of \$250,000.00.

Attachments: Agreement for Purchase and Ownership Transfer of Certain Waterline Improvements between the City of Leander and the City of Cedar Park with Exhibit A

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

**AGREEMENT FOR PURCHASE AND OWNERSHIP TRANSFER OF
CERTAIN WATERLINE IMPROVEMENTS BETWEEN THE CITY
OF LEANDER AND THE CITY OF CEDAR PARK**

This Agreement for Purchase and Ownership Transfer of Certain Waterline Improvements (“Agreement”) is entered into by and between the City of Cedar Park, Texas (“Cedar Park”), a Texas Home-Rule Municipal Corporation, and the City of Leander, Texas (“Leander”), a Texas Home-Rule Municipal Corporation.

RECITALS

WHEREAS, Cedar Park and Leander (sometimes referred to jointly as “Cities”) have previously entered into that certain Agreement for Interlocal Cooperation, Urban Planning, Boundary Determination, Release of Claims and Extraterritorial Jurisdiction (“Boundary Agreement”) dated December 14, 2006, for the purposes of clearly establishing the location of the 12.20 mile (more or less) boundary between the Cities and their respective extraterritorial jurisdictions (ETJ’s); and

WHEREAS, Leander owns certain waterline improvements and appurtenances (“Waterline Improvements”) located within the area the Cities have previously agreed in the Border Agreement shall be served by Cedar Park; and

WHEREAS, the Cities have now agreed that Cedar Park should purchase all of the Waterline Improvements owned by Leander that remain located within Cedar Park’s service area of service as defined by the Boundary Agreement; and

WHEREAS, Leander represents, warrants and confirms that the Waterline Improvements are all wholly situated within existing public right-of-way or public utility easements, and that subsequent to Cedar Park’s acquisition of the Waterline Improvements Cedar Park shall succeed to any and all of Leander’s current rights to maintain the Waterline Improvements therein;

NOW, THEREFORE, in accordance with Chapter 791 of the Texas Government Code, and additionally as authorized and permitted by other laws of the State of Texas and in consideration of the promises, conditions and obligations hereinafter described and the benefits therein derived, Cedar Park and Leander contract and agree as follows:

Fact Findings. The recitals set forth above are incorporated herein for all purposes and are found by the respective City Councils of Cedar Park and Leander to be true and correct. It is further found and determined that both the governing bodies of Cedar Park and Leander have authorized and approved the entering into and the binding nature of this Agreement.

Adoption by Resolution. It is hereby agreed that the respective governing bodies of Cedar Park and Leander shall adopt by resolution this Agreement and its exhibits.

Sale of Waterline Improvements. Leander, for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, hereby sells, conveys and assigns to Cedar Park full ownership, possession, control, and use of any and all waterlines and appurtenances thereto owned by Leander and located within Cedar Park's utility service area as defined by the Boundary Agreement, including specifically but not limited to the waterlines described graphically by the blue lines and adjacent pipe diameter notations (or solid black lines if exhibit not in color) on the attached Exhibit "A," attached and incorporated by reference (all such waterlines and appurtenances being referred to in this Agreement as "Waterline Improvements"). This sale, conveyance and assignment includes any and all rights currently held by Leander to occupy the public rights-of-way and public utility easements within which the Waterline Improvements are situated, and Leander further agrees after this sale to execute any subsequent necessary documents or conveyances, if any, to affirm Cedar Park's rights hereunder.

Total Price. Cedar Park shall pay Leander TWO HUNDRED FIFTY THOUSAND FIVE HUNDRED AND No/100s DOLLARS (**\$250,500.00**) for any and all of Leander's interests in the Waterline Improvements.

Payment Date. Cedar Park agrees to remit the Total Price to Leander on or before the thirtieth (30th) day after this Agreement has been adopted by the respective City Councils of Cedar Park and Leander.

Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by both Cedar Park and Leander and authorized by their respective governing bodies.

Execution in Counterparts. This Agreement shall be executed in two (2) original counterparts.

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

Effective Date. This Agreement shall be in full force and effect from and after its approval by each City's City Council.

IN WITNESS WHEREOF, the Cities have executed and attested this Agreement by their duly authorized officers as set forth below.

EXECUTED AND EFFECTIVE this ____ day of _____, 2015.

CITY OF LEANDER, TEXAS

CITY OF CEDAR PARK, TEXAS

Christopher Fielder, Mayor

Matt Powell, Mayor

ATTEST:

ATTEST:

**Debbie Haile, City Secretary
City of Leander**

**Leann M. Quinn, City Secretary
City of Cedar Park**

RONALD REAGAN BLVD / CR 180 WATERLINES

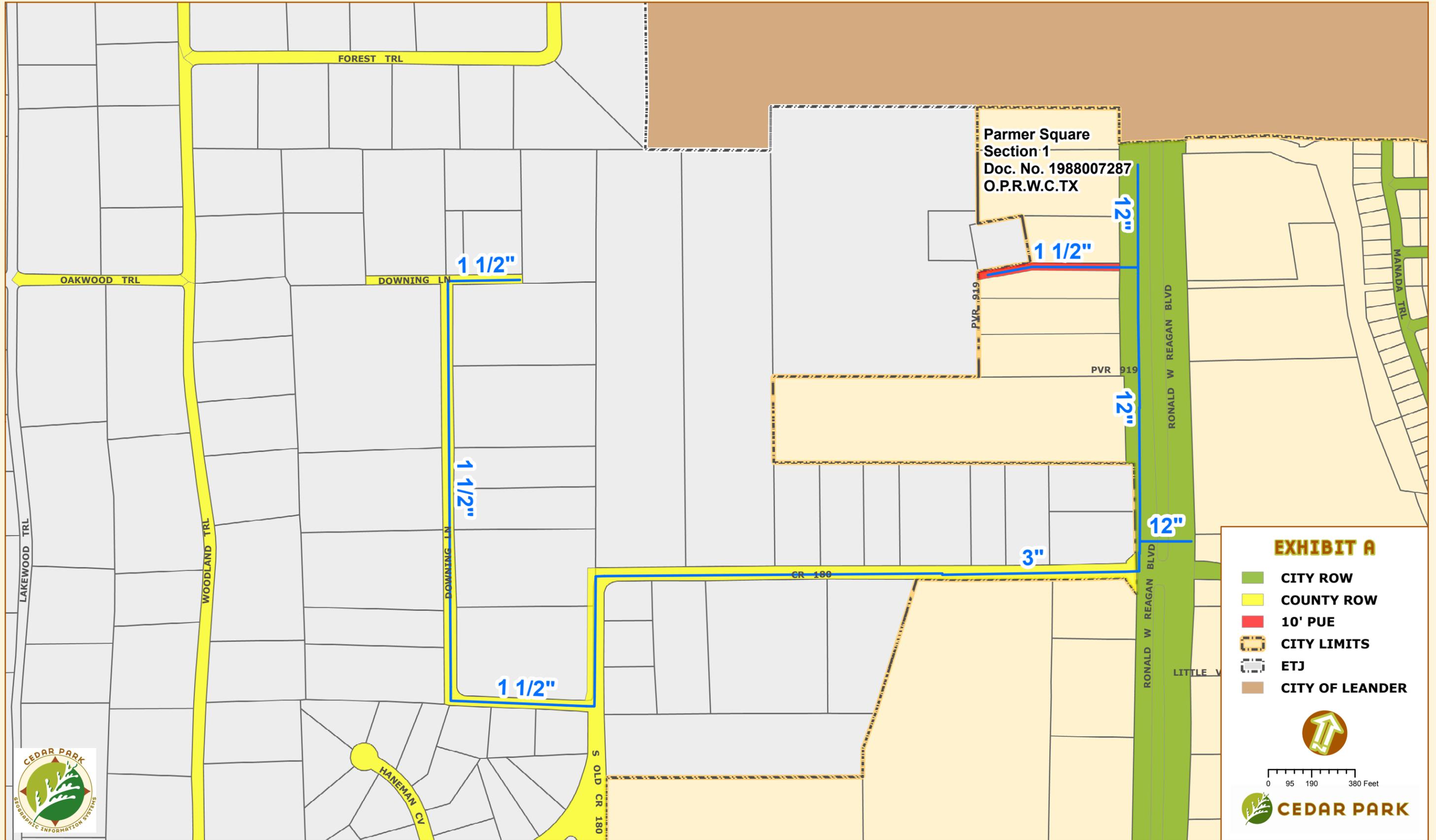


EXHIBIT A

-  CITY ROW
-  COUNTY ROW
-  10' PUE
-  CITY LIMITS
-  ETJ
-  CITY OF LEANDER



0 95 190 380 Feet





May 21, 2015

Council Agenda Subject: Consideration of Award of Construction Contract for Bagdad Road Traffic Signal Project

Background: Bids were received and opened on Tuesday, May 19, 2015, for the Bagdad Road Traffic Signal Project subsequent to the printing and distribution of Council Packets. As this signal must be in operation by August 24, 2015, for the beginning of the school year for Camacho Elementary School currently under construction on Municipal Drive, it is necessary to fast-track the award of the construction contract. The consulting engineer's recommendation of award letter and a tabulation of the bids will be distributed to each Council Member prior to the Meeting

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

Financial Consideration: Contract award amount to be announced from GL# 54-01-8387

Recommendation: Staff shall recommend award of the construction contract for the Bagdad Road Traffic Signal Project to lowest, responsible bidder in an amount to be determined

Attachments: To be distributed prior to Council Meeting - Consultant's Recommendation of Award and Bid Tabulation

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



Executive Summary

May 21, 2015

Agenda Subject: Consider Board Member Appointments to the Planning & Zoning Commission and Parks and Recreation Advisory Board

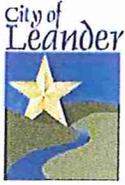
Background: The Board Selection Committee has met with applicants and will be making recommendations to the council to fill two places on the Planning and Zoning Commission and one place on the Parks & Recreation Advisory Board.

Origination: Board Selection Committee

Recommendation: N/A

Attachments: Applications: Marshall Hines
Christiane Schwendenmann
Jennifer Whitfield

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.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> People with Disabilities Committee |
| <input type="checkbox"/> Economic Development Committee | <input type="checkbox"/> Board of Adjustment/Appeal |
| <input type="checkbox"/> Parks & Recreation Advisory Board | <input type="checkbox"/> Ethics Commission |
| <input type="checkbox"/> Public Art Commission | <input type="checkbox"/> Veterans Park Committee |
| <input type="checkbox"/> TIRZ/Development Authority Board | <input type="checkbox"/> Library Foundation Board |

PERSONAL INFORMATION

Name: Marshall Franklin Hines

Home Address: 1801 Montana Ct City Leander Zip 78641

Home Phone: 512 869 9483 Cell Phone 512 869 9483

Email Address: mfhines@gmail.com

Do you live inside the Leander City Limits? Yes 6 years No ETJ?

Are you a current registered voter? Yes No
If yes, please provide copy of voter registration card

OCCUPATIONAL INFORMATION

Business Name Self Employed Occupation Graphic Designer

Address: _____ City Leander Zip 78641

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: _____ Date _____

Signature mfhines Date 3/23/2015

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

JASON M. BARNETT
 Elections Administrator
 P.O. Box 209
 Georgetown, Texas 78627
 (512) 943-1630
 www.wilco.org/elections

Secretary of State's Office
 Elections Division
 1-800-252-VOTE (6683)
 www.sos.state.tx.us

RETURN SERVICE REQUESTED



1391



02 1M
 0004282192
 MAILED FROM ZIP CODE 78926

\$ 00.34
 FEB 05 2015



VOTER REGISTRATION CERTIFICATE
 (Certificado de Registro Electoral)

WILLIAMSON COUNTY (Condado de Williamson)

VOID (Vuido)	1131381430	Gender (Sexo)	M	Valid from (Valido desde)	02/29/15
Year of Birth (Año de Nacimiento)	1984	Pres. No. (Número Pres.)	259	Valid thru (Valido hasta)	12/31/15

Home or other permanent residence address (Votante / domicilio residencial permanente)

HINES, MARSHALL FRANKLIN
 1801 MONTANA CT
 LEANDER

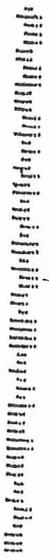
VOTER REGISTRATION RECEIPT FROM RESIPER NAME IMMEDIATELY UPON RECEIPT OF MAIL
 (El votante debe firmar esta tarjeta de inscripción en el momento de recibir el correo)

Print Applicant (Al inscribirse)

U.S. REP. (Rep. Federal)	STATE SEN. (Sen. Estatal)	STATE REP. (Rep. Estatal)	COMM. REP. (Com. Pres.)	JUDGE (Jefe Pcto.)
31	5	136	2	2
SCHOOL DIST. (Distrito Escolar)	CITY (Ciudad)	COUNTY (Condado)		
LS	LC	2		

Name and mailing address (Nombre / dirección de correo)

981125
 MARSHALL FRANKLIN HINES
 1801 MONTANA CT
 LEANDER TX 78641





CITY OF LEANDER, TEXAS



Board & Commission Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

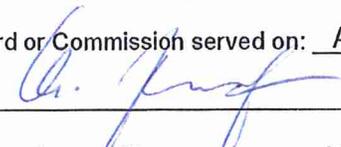
- | | |
|--|---|
| <input checked="" type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> People with Disabilities Committee |
| <input type="checkbox"/> Economic Development Committee | <input type="checkbox"/> Board of Adjustment/Appeal |
| <input type="checkbox"/> Parks & Recreation Advisory Board | <input type="checkbox"/> Ethics Commission |
| <input type="checkbox"/> Public Art Commission | <input type="checkbox"/> Veterans Park Committee |
| <input type="checkbox"/> TIRZ/Development Authority Board | <input type="checkbox"/> Library Foundation Board |

PERSONAL INFORMATION	
Name: <u>Christiane Schwendenmann</u>	
Home Address: <u>616 Emma Rose Trail</u> City <u>Leander</u> TX Zip <u>78641</u>	
Home Phone: <u>512 528 8485</u> Cell Phone <u>512 788 4337</u>	
Email Address: <u>schwendenmann@sbcglobal.net</u>	
Do you live inside the Leander City Limits ? <input checked="" type="checkbox"/> Yes <u>7</u> years <input type="checkbox"/> No <input type="checkbox"/> ETJ ?	
Are you a current registered voter? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide copy of voter registration card	

OCCUPATIONAL INFORMATION	
Business Name _____ Occupation _____	
Address: _____ City _____ Zip _____	
Phone: _____	
Business Owner <input type="checkbox"/> Yes <input type="checkbox"/> 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: AMOM Date 2001-2005

Signature  Date 4-13-15

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

Christiane Schwendenmann

616 Emma Rose Trail
Leander, TX 78641

512-528-8485
Schwendenmann@sbcglobal.net

April 12, 2015

Dear City Council members,

I am a very civic oriented person and am interested in participating in my city's workings. I would like to offer my time for the Planning & Zoning Commission position available. Included are my resume, application and copy of my voter registration card.

I am looking forward to being of service to my city and country.

Thank you for the opportunity and with best regards,



Chris Schwendenmann

Christiane Schwendenmann

616 Emma Rose Trail
Leander, TX 78641

512-528-8485
Schwendenmann@sbcglobal.net

Business Education: B.A. in Business from Concordia (May 2015)
Continuing education for CPA exam (fall 2015)

Self-employment:

2002-2005	Anya Aesthetics, Austin, Texas
1998-2000	Chris European Skin Care, Houston, Texas
1990-1995	C.S. Skin Care, Tamuning, Guam

Professional Experience:

Current	Accountemps, Austin, various accounting assignments
2014-2015	Home Depot, Austin, bookkeeping
2005-2008	Emerson Process Management, Austin, Accounts payables
2004-2005	Charge-Off Clearinghouse, Austin, Bookkeeping
1998-2000	Boswell & Partners (Advertising), Houston, Bookkeeping
1995-1998	Coastal Inc. (Gas & Oil), Houston, Accounts payables
1995	Deutsche Verkehrsbank, Weil am Rhein, Germany, Currency Exchange Teller
1988-1990	Coral Reef Marine Center, Guam, Office assistant

Volunteer engagements:

2001-2005	AMOM (Austin Mothers of Multiples) Treasurer and Chairperson
-----------	---

Pervious and current volunteer work for:

Leander ISD, Way Off Broadway Theater, FIA (Faith in Action, drive-a-senior)
Century Hospice (companionship for the terminal ill), Intercultural Table Tennis Group
of Leander

Language ability: German, fluent in speaking, reading, and writing

JASON M. BARNETT
 Elections Administrator
 P.O. Box 209
 Georgetown, Texas 78627
 (512) 943-1630
 www.wilco.org/elections

Secretary of State's Office
 Elections Division
 1-800-252-VOTE (9683)
 www.sos.state.tx.us

RETURN SERVICE REQUESTED



1352839

VOTER REGISTRATION CERTIFICATE
 (Certificado de Registro Elector)

WILLIAMSON COUNTY (Condado de Williamson)

VUID (VUID)	Gender (Sexo)	Valid from (Válido desde)
1209671850	F	06/16/14
Year of birth (Año de nacimiento)	Pres. No. (Núm. País)	Date (Fecha)
1964	264	12/31/15

Name and Permanent Residence Address (Nombre y dirección residencial permanente)

SCHWENDENMANN, CHRISTIANE
 616 EMMMA ROSE TRL
 LEANDER

Christiane Schwendenmann

Party Affiliation (Asociación del Partido)

U.S. REP (Rep. Federal)	STATE SEN (Sen. Estado)	STATE REP (Rep. Estado)	CONG. PCT (Cong. País)	JLP PCT (JLP País)
31	5	136	2	2
SCHOOL DIST. (Distrito Escolar)	CITY (Ciudad)	CONSTITABLE (Alcalde)		
LS	LC	2		

Name and mailing Address (Nombre y dirección de correo)

1029303
 CHRISTIANE SCHWENDENMANN
 616 EMMMA ROSE TRL
 LEANDER TX 78641

VOTER MUST PERSONALLY SIGN HERE. NAME MUST BE PRINTED IN CAPITAL LETTERS.
 (El votante debe firmar aquí. El nombre debe imprimirse en mayúsculas.)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00



CITY OF LEANDER, TEXAS



Board & Commission Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

- | | |
|---|---|
| <input type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> People with Disabilities Committee |
| <input type="checkbox"/> Economic Development Committee | <input type="checkbox"/> Board of Adjustment/Appeal |
| <input checked="" type="checkbox"/> Parks & Recreation Advisory Board | <input type="checkbox"/> Ethics Commission |
| <input type="checkbox"/> Public Art Commission | <input type="checkbox"/> Veterans Park Committee |
| <input type="checkbox"/> TIRZ/Development Authority Board | <input type="checkbox"/> Library Foundation Board |

PERSONAL INFORMATION	
Name:	Jennifer Whitfield
Home Address:	1522 El Cielo City Leander Zip 78641
Home Phone:	512-986-4102 Cell Phone 512-585-6266
Email Address:	Fletcherw3@hotmail.com
Do you live inside the Leander City Limits?	<input checked="" type="checkbox"/> Yes <u>11</u> years <input type="checkbox"/> No <input type="checkbox"/> FTJ?
Are you a current registered voter?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide copy of voter registration card	

OCCUPATIONAL INFORMATION	
Business Name:	Functional Fitness at Home Occupation Personal Trainer
Address:	1522 El Cielo City Leander Zip 78641
Phone:	512-585-6266
Business Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 Jennifer Whitfield Date 4-17-15

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

Jennifer Whitfield

1522 El Cielo • Leander, Texas 78641
Phone: 512-585-6266 • E-Mail: Jen.Whitfield@gmail.com

Date: April 15

Debbie Haile
City Secretary
City of Leander
200 W. Willis
Leander, Texas 78641

Dear Ms. Haile:

Please accept the attached application and resume for service on the Parks and Recreation Advisory Board. As an eleven-year resident of Leander, a lifelong athlete, a professional in the health and fitness industry and a mother of four, I have a vested interest in the development of our city's parks and recreational activities. I wish to do my part to ensure that our great city is not only maintains our current programs and green space, but that we are prepared for its projected growth.

Thank you for your time and consideration.

Sincerely,

Jennifer Whitfield

Jennifer Whitfield

1522 El Cielo Leander, Texas 78641

Phone: 512-585-6266 E-Mail: Jen.Whitfield@gmail.com

Career overview:

- Began career as an individual wellness contributor at EDS, advancing quickly to Fitness Center Manager. Directed, supervised, and managed all functions and activities of the 40,000sq-ft fitness facility including staff and contractors.
- Developed my own personal training fitness business, targeting the unique needs of individuals with varying diseases and disabilities, individuals over the age of 40 wishing to improve their overall quality of life and those interested in general health improvement
- Continued my focus serving the previous audience via the personal training market at 24 Hour Fitness
- Expanded my experience by opening a corporate fitness center and assisting in the development of health initiatives across Verizon Wireless call centers. Allowed me to build on my expertise of program development for a varied audience.
- Established a yoga and personal training business within a martial arts business that provided parents and non-core customers special interest programs for health improvement

Experience

Functional Fitness at Home 01/2014 – Present

- Provide personal fitness training in a home setting

Peak Performance Training Center 01/2010 – 05/2014

- Design and market family fitness programs
- Lead Yoga Classes
- Personal training

Verizon Wireless

Health and Wellness Coordinator 08/2000 – 12/2003

- Planned, organized and implemented Wellness programs to assist employees in improving overall health
 - Smoking Cessation
 - Eat Healthy
 - Employee fitness day
 - Health Fairs
- Maintained and operated on-site fitness center
- Provided personal training
- Instructed various fitness classes

Electronic Data Systems

Health and Wellness Center Supervisor

07/1996 - 08/1998

- Directed, supervised and managed all functions and activities of a 40,000 sq. foot fitness facility
- Maintained, developed and scheduled facility staff and contractors
- Responsible for operational budget of fitness facility
- Guided and oversaw the process of program implementation

Fitness Specialist

01/1993 - 07/1996

- Developed and implemented Wellness programs to assist employees in improving overall health
- Provided personal training
- Implemented recreational leagues for company employees
- Contributed to company wide monthly newsletter
- Maintained monthly calendar of events for employees

Education

Texas A&M University

08/1989 - 08/1992

Bachelor of Science in Health, Community Health Option

Eastfield Community College

08/1987 - 05/1989

General Studies

Volunteer Positions

Team Manager Select Soccer team

08/2014 - Present

Girl Scout Troop Leader

08/2010 - Current

Elementary School Room Rep

08/2009 - Current

Skills

Proficient in Mac and Microsoft environments



Executive Summary

May 21, 2015

Agenda Subject: Consider Council Liaison appointments to the Comprehensive Plan Steering Committee, Economic Development Board, and Public Arts Commission

Background: The current Council Liaison for the Comprehensive Plan Steering Committee is David Siebold and for the Economic Development Committee is Jason Dishongh and Simon Garcia and Simon Garcia for the Public Arts Commission. Due to the resignations and recent elections, these positions need to be filled.

Origination:

Recommendation: N/A

Attachments: None

Prepared by: Debbie Haile TRMC, City Secretary



Executive Summary

May 21, 2015

Agenda Subject: Consider Appointments to CAPCOG Board

Background: David Siebold and Kirsten Lynch are currently serving on the CAPCOG Board for the City of Leander. Due to the recent election, these positions need to be filled.

Origination:

Recommendation: N/A

Attachments: None

Prepared by: Debbie Haile TRMC, City Secretary

CAPCOG DIVISIONS

Serving the Capital Area as a regional advocate, planner, coordinator and service provider.

Emergency Communications

Gregg Obuch
512-916 -6044 • gobuch@capcog.org

CAPCOG's Emergency Communications Division works with agencies throughout the 10-county region by providing planning and technical assistance to ensure delivery of 9-1-1 calls to the proper Public Safety Answering Point (PSAP) and with the correct location and telephone information.

The Commission on State Emergency Communications (CSEC) is the state agency that oversees the 9-1-1 program. The 9-1-1 program is funded from the \$.50 fee on each telephone line reflected on an individual's telephone bill (i.e., wireline, wireless and VoIP).

In addition, the Division operates a fully-equipped training/back-up facility for emergency personnel and provides classes ranging from basic telecommunications certification to stress management.

Homeland Security

Ed Schaefer
512-916 -6026 • eschaefer@capcog.org

The Homeland Security Division is responsible for the state's homeland security planning at the regional level. In June 2002, the Governor's Office requested that all councils of governments develop regional homeland security plans as part of a state planning initiative. Planning at the regional level was chosen due to the scale and scope of potential weapons of mass destruction incidents and the geographic size of Texas.

Homeland Security planning addresses communications interoperability, mutual aid, equipment, and training. Ongoing strategic planning is done through multiple committees under the Homeland Security Task Force umbrella.

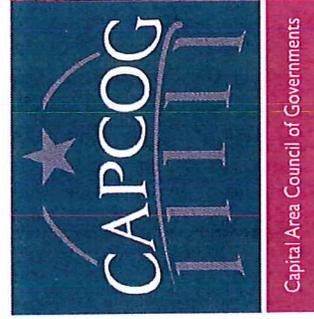
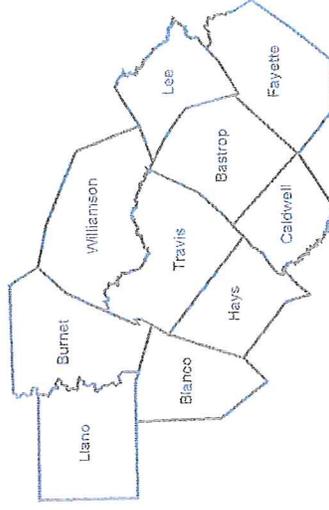
Regional Law Enforcement Academy

Mike Jennings
512-916 -6164 • mjennings@capcog.org

The Regional Law Enforcement Academy (RLEA) was created within CAPCOG to establish a centrally managed method of delivering law enforcement training within the 10-county region. For the past 31 years, the RLEA has played a critical role in providing training to law enforcement personnel and individuals with an interest in a law enforcement career.

The Basic Peace Officer Course (BPOC) addresses the region's need for trained law enforcement applicants by providing students with the essential knowledge required to begin a career in law enforcement and to take the State Peace Officer Licensing Examination.

RLEA also provides a Basic County Corrections Course that prepares correctional officers to successfully pass the correctional officer's licensing examination and in-service training mandated by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE).



6800 Burleson Road
Building 310 Suite 165
Austin, Texas 78744
www.capcog.org

CAPCOG is a Regional Planning Commission Serving
Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee,
Llano, Travis, and Williamson Counties

CAPCOG DIVISIONS

Serving the Capital Area as a regional advocate, planner, coordinator and service provider

Capital Area Council of Governments

Betty Voights
512-916-6045 • bvoights@capcog.org

The Capital Area Council of Governments (CAPCOG) is a voluntary association including over 90 member governments; cities and counties as well as school districts, chambers of commerce, non-profit agencies, and any other organization that has an interest in regionalism. CAPCOG was established in 1970 under Chapter 391, Local Government Code as a Regional Planning Commission and is one of 24 COGS in Texas. For more than 40 years, CAPCOG has served as an advocate, planner and coordinator of initiatives that, when undertaken on a regional basis, can be more effective and efficient. CAPCOG assists the region in recognizing opportunities for cooperation and eliminating unnecessary duplication.

Executive Committee and General Assembly

The CAPCOG Executive Committee is the 27-member governing body of the COG. Executive Committee members are city and county elected officials nominated and selected annually to serve from January through December. Executive Committee members meet on the second Wednesday of every month at 10 a.m. to provide direction to CAPCOG staff regarding program implementation, budgets and contracts, and general policies and procedures for administrative management of the agency.

The CAPCOG General Assembly is composed of the official representatives of all member organizations which include cities and counties as well as school districts, chambers of commerce and non-profit agencies. The General Assembly meets at least twice per year and is responsible for approving the CAPCOG annual budget, amendments to the CAPCOG bylaws as well as to approve/appoint members to CAPCOG's Executive Committee.

Regional Services

Mark Sweeney
512-916-6030 • msweeney@capcog.org

The Regional Services Division includes several programs and initiatives to further regional and community planning related to air quality, criminal justice, economic development, solid waste, GIS mapping, land use, and rural transportation.

ECONOMIC DEVELOPMENT

The Economic Development Program supports the Capital Area Economic Development District (CAEDD) through planning and technical assistance and development of the region's Comprehensive Economic Development Strategy (CEDS). In addition, CAPCOG provides assistance in support of local economic development, including retail studies, fiscal and economic impact studies, and presentation of demographic and economic trends.

SOLID WASTE

CAPCOG is the state-designated planning agency for solid waste management. CAPCOG distributes TCEQ funding for local government projects, including recycling, community clean-ups, illegal dumping enforcement and household hazardous waste collections. CAPCOG also hosts a regional illegal dumping hotline, provides technical assistance and training on solid waste issues to local governments and supports the Regional Environmental Enforcement Task Force.

AIR QUALITY

CAPCOG's Regional Air Quality program coordinates the operation of several air quality monitoring stations and provides technical assistance and information to area businesses, government entities, and community groups on air quality issues, with particular emphasis on air pollution related to ground-level ozone.

GIS SERVICES

CAPCOG collects, assimilates, distributes, and presents demographic, economic, political, infrastructure, and natural resource data and works with the Geographic Information Systems Planning Council (GISPC) to encourage data use and exchange within our region.



Area Agency on Aging
Jennifer Scott
512-916-6053 • jscott@capcog.org

of the Capital Area

The Area Agency on Aging of the Capital Area (AAACAP) is a nonprofit agency whose mission is to provide quality services to support and advocate for the health, safety and well-being of older individuals and their informal caregivers. The primary focus is on the socially, economically, or physically isolated and minority seniors residing in the 10-county capital area.

Through the Area Plan for Aging Services, AAACAP assesses the needs of the region's older adults and develops program strategies to meet them.

The core programs include Information, Referral and Assistance; Benefits Counseling; Ombudsman Program; Health, Prevention and Wellness; Care Coordination and the Caregiver Support Program.



Sustainable Places Project
Chad Coburn
512-916-6012 •
ccoburn@capcog.org

CAPCOG is the lead agency of a consortium of local governments and other regional stakeholders known as the Capital Area Texas Sustainability Consortium. The project centers on the selection of activity centers identified in CAMPO's 2035 plan as demonstration sites for sustainable development. A new analytics tool will be developed by UT Austin to assess economic, social, and environmental impacts of different approaches to future development in each demonstration site. The demonstration sites include the cities of Hutto, Dripping Springs, Elgin, Austin and Lockhart.



Executive Summary

May 21, 2015

Agenda Subject: Consider appointments to the Board Selection Committee

Background: The Board Selection Committee interviews potential applicants for position on all City Boards. The current council members on this board are Ron Abruzzese, David Siebold and Kirsten Lynch. Council needs to replace two of these positions due to the recent election.

Origination:

Recommendation: N/A

Attachments: N/A

Prepared by: Debbie Haile TRMC, City Secretary



Executive Summary

May 21, 2015

Council Agenda Subject: Consideration of Agreed Order with TCEQ, Docket No. 2015-0445-WQ-E

Background: Texas Commission on Environmental Quality (TCEQ) is pursuing enforcement action against the City of Leander and Rockin Q Construction, LLC for violations of the Texas Water Code and Commission Rules discovered during field investigations conducted on September 30, 2014 and October 8, 2014. All violations were addressed and corrected by October 8, 2015. The administrative penalty of \$1,501.00 is the result of the violations that were discovered on September 30, 2014. The City of Leander and Rockin Q Construction, LLC, will apportion the fine in the following manner: Rockin Q Construction, LLC - \$1,000.00; City of Leander - \$501.00.

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

Financial Consideration: \$501.00 from General Fund

Recommendation: Staff requests approval of Agreed Order with TCEQ, Docket No. 2015-0445-WQ-E.

Attachments: Agreed Order with TCEQ, Docket No. 2015-0445-WQ-E

Prepared by: Wayne S. Watts, P.E.

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 8, 2015

The Honorable Chris Fielder
Mayor of Leander
200 West Willis Street
Leander, Texas 78641

Mr. Robert Quinn, Vice President
Rockin Q Construction, LLC
612 Oakwood Loop
San Marcos, Texas 78666

Re: Proposed Agreed Order
City of Leander and Rockin Q Construction, LLC; RN107739658
TPDES Construction General Permit Nos. TXR150013225 and TXR150013232
Docket No. 2015-0445-WQ-E; Enforcement Case No. 50210
FOR SETTLEMENT PURPOSES ONLY

Dear Mayor Fielder and Mr. Quinn:

The Executive Director of the Texas Commission on Environmental Quality ("Commission" or "TCEQ") is pursuing an enforcement action against the City of Leander and Rockin Q Construction, LLC for violations of the Texas Water Code and Commission Rules. These violations were discovered during an investigation conducted from September 30, 2014 through October 8, 2014, and documented in letters dated November 20, 2014, and November 25, 2014, from the TCEQ Austin Regional Office.

Please find enclosed a proposed agreed order which we have prepared in an attempt to expedite this enforcement action. The order assesses an administrative penalty of One Thousand Eight Hundred Seventy-Six Dollars (\$1,876). We are proposing a one time offer to defer Three Hundred Seventy-Five Dollars (\$375) of the administrative penalty if you satisfactorily comply with all the ordering provisions within the time frames listed. Therefore, the administrative penalty to be paid is One Thousand Five Hundred One Dollars (\$1,501). The order also identifies the violations that we are addressing.

If you have any questions regarding this matter, we are available to discuss them in a conference in Austin or over the telephone. If we reach agreement in a timely manner, the TCEQ will then proceed with the remaining procedural steps to settle this matter. These steps include publishing notice of the proposed order in the *Texas Register*, and scheduling the matter for approval by the Commission. We believe that handling this matter expeditiously could save the

The Honorable Chris Fielder and Mr. Robert Quinn
Page 2
April 8, 2015

City of Leander and Rockin Q Construction, LLC and the TCEQ a significant amount of time, as well as the expense associated with litigation.

Enclosed for your convenience is a return envelope. If you agree with the order as proposed, please sign and return the original order **and** the penalty payment (check payable to "TCEQ" and referencing City of Leander and Rockin Q Construction, LLC, Docket No. 2015-0445-WQ-E) to:

Financial Administration Division, Revenue Operations Section
Attention: Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088

Should you believe you are unable to pay the proposed administrative penalty, you may claim financial inability to pay part or all of the penalty amount. Please contact us immediately to obtain a list of financial disclosure documents that must be submitted within 30 days of the receipt of this letter. These documents, once properly completed and submitted, will be thoroughly reviewed to determine if we agree with the claim of financial inability. Please be aware that if financial inability is proven to the satisfaction of staff, discussions pertaining to the penalty amount adjustment will focus only on deferral and not on waiver of the penalty amount.

You may be able to perform or contribute to a Supplemental Environmental Project ("SEP"), which is a project that benefits the environment, to offset a portion of your penalty. **If you are interested in performing a SEP, you must agree to the penalty amount and submit a SEP proposal within 30 days of receipt of this proposed order.** If you are a local government you may have additional SEP options available to assist you with coming into compliance or remediating the harm caused by the violations. A local government is defined as a school district, county, municipality, junior college district, river authority, water district or other special district or other political subdivision created under the constitution or a statute of this state.

For additional information about the types of SEPs available and eligibility criteria, please go to the TCEQ's web site link at <http://www.tceq.texas.gov/legal/sep/> or contact the Enforcement Coordinator listed below.

Please note that any agreements we reach are subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a).

If we cannot reach a settlement of this enforcement action or you do not wish to participate in this expedited process, we will proceed with enforcement under the Commission's Enforcement Rules, 30 TEX. ADMIN. CODE ch. 70. Specifically, if the signed order and penalty are not mailed and postmarked within 60 days from the date of this letter, your case will be forwarded to the Litigation Division and this

The Honorable Chris Fielder and Mr. Robert Quinn
Page 3
April 8, 2015

settlement offer, including the penalty deferral, will no longer be available. The enforcement process described in 30 TEX. ADMIN. CODE ch. 70 requires the staff to prepare and issue an Executive Director's Preliminary Report and Petition to the Commission. If you would like to obtain a copy of 30 TEX. ADMIN. CODE ch. 70, or any other TCEQ rules, the rules themselves and the agency brochure entitled *Obtaining TCEQ Rules* (GI-032) are located on our agency website at <http://www.tceq.texas.gov> for your reference. If you would like a hard copy of this brochure mailed to you, you may call and request one from the Central Office Publications Ordering Team at (512) 239-0028.

For any questions or comments about this matter or to arrange a meeting, please contact Mr. Jason Fraley of my staff at (512) 239-2552.

Sincerely,



Sandy Van Cleave, Manager
Enforcement Division
Texas Commission on Environmental Quality

SV/jf

Enclosures: Proposed Agreed Order, Return Envelope, Penalty Calculation Worksheet, Site Compliance History

cc: Patrick Wells, MS4 Program Coordinator Engineer, City of Leander, P.O. Box 319,
Leander, Texas 78646-0319

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



**IN THE MATTER OF AN
ENFORCEMENT ACTION
CONCERNING
CITY OF LEANDER AND ROCKIN
Q CONSTRUCTION, LLC
RN107739658**

§
§
§
§
§
§

**BEFORE THE

TEXAS COMMISSION ON

ENVIRONMENTAL QUALITY**

**AGREED ORDER
DOCKET NO. 2015-0445-WQ-E**

I. JURISDICTION AND STIPULATIONS

On _____, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding the City of Leander and Rockin Q Construction, LLC (the "Respondents") under the authority of TEX. WATER CODE chs. 7 and 26. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondents together stipulate that:

1. The Respondents operate a water line construction project located at the northwest corner of Sienna Boulevard and Ronald Reagan Boulevard in Williamson County, Texas (the "Site").
2. The Site adjoins, is contiguous with, surrounds, or is near or adjacent to water in the state as defined in TEX. WATER CODE § 26.001(5).
3. The Executive Director and the Respondents agree that the Commission has jurisdiction to enter this Agreed Order, and that the Respondents is subject to the Commission's jurisdiction.
4. The Respondents received notice of the violations alleged in Section II ("Allegations") on or about November 25, 2014 and November 30, 2014.
5. The occurrence of any violation is in dispute and the entry of this Agreed Order shall not constitute an admission by the Respondents of any violation alleged in Section II ("Allegations"), nor of any statute or rule.

6. An administrative penalty in the amount of One Thousand Eight Hundred Seventy-Six Dollars (\$1,876) is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). The Respondents have paid One Thousand Five Hundred One Dollars (\$1,501) of the administrative penalty and Three Hundred Seventy-Five Dollars (\$375) is deferred contingent upon the Respondents' timely and satisfactory compliance with all the terms of this Agreed Order. The deferred amount will be waived upon full compliance with the terms of this Agreed Order. If the Respondents fail to timely and satisfactorily comply with all requirements of this Agreed Order, the Executive Director may require the Respondents to pay all or part of the deferred penalty.
7. Any notice and procedures, which might otherwise be authorized or required in this action, are waived in the interest of a more timely resolution of the matter.
8. The Executive Director and the Respondents agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a).
9. The Executive Director recognizes that the following corrective measures were implemented at the Site:
 - a. On September 30, 2014, Rockin Q Construction, LLC obtained authorization to discharge stormwater under Texas Pollutant Discharge Elimination System ("TPDES") Construction General Permit ("CGP") No. TXR150013225;
 - b. On October 1, 2014, the City of Leander obtained authorization to discharge stormwater under TPDES CGP No. TXR150013232; and
 - c. By October 8, 2014, the Respondents installed erosion controls along the river banks and removed the sediment from the South San Gabriel River.
10. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondents have not complied with one or more of the terms or conditions in this Agreed Order.
11. This Agreed Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Agreed Order, whichever is later.
12. The provisions of this Agreed Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Agreed Order unenforceable, the remaining provisions shall be valid and enforceable.

II. ALLEGATIONS

As operators of the Site, the Respondents are alleged to have:

1. Failed to obtain authorization to discharge stormwater associated with construction activities under TPDES CGP No. TXR150000, in violation of 30 TEX. ADMIN. CODE § 281.25(a)(4) and 40 CODE OF FEDERAL REGULATIONS § 122.26(c), as documented during an investigation conducted from September 30, 2014 through October 8, 2014.
2. Failed to prevent the discharge of sediment into or adjacent to any water in the state, in violation of TEX. WATER CODE § 26.121(a), as documented during an investigation conducted from September 30, 2014 through October 8, 2014. Specifically, approximately two cubic yards of sediment was observed to have discharged into the South San Gabriel River throughout the Ronald Reagan Boulevard right-of-way from the pipeline excavation site. Additionally, two cubic yards of sediment was observed to have discharged from a failed silt fence below the bridge.

III. DENIALS

The Respondents generally deny each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

1. It is, therefore, ordered by the TCEQ that the Respondents pay an administrative penalty as set forth in Section I, Paragraph 6 above. The payment of this administrative penalty and the Respondents' compliance with all the terms and conditions set forth in this Agreed Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Administrative penalty payments shall be made payable to "TCEQ" and shall be sent with the notation "Re: City of Leander and Rockin Q Construction, LLC, Docket No. 2015-0445-WQ-E" to:

Financial Administration Division, Revenue Operations Section
Attention: Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088
2. The Respondents are jointly and severally liable for the violations documented in this Agreed Order, and are jointly and severally liable for timely and satisfactory compliance with all terms and conditions of this Agreed Order.
3. The provisions of this Agreed Order shall apply to and be binding upon the Respondents. The Respondents are ordered to give notice of the Agreed Order to personnel who maintain day-to-day control over the Site operations referenced in this Agreed Order.
4. This Agreed Order, issued by the Commission, shall not be admissible against the Respondents in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Agreed Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.

5. This Agreed Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Agreed Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Agreed Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms "electronic transmission", "owner", "person", "writing", and "written" shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.
6. Under 30 TEX. ADMIN. CODE § 70.10(b), the effective date is the date of hand-delivery of the Order to the Respondents, or three days after the date on which the Commission mails notice of the Order to the Respondents, whichever is earlier.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

For the Commission

For the Executive Director

Date

I, the undersigned, have read and understand the attached Agreed Order. I am authorized to agree to the attached Agreed Order on behalf of the entity indicated below my signature, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the Attorney General's Office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the Attorney General's Office of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

Signature

Date

Name (Printed or typed)
Authorized Representative of
City of Leander

Title

Instructions: Send the original, signed Agreed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Section IV, Paragraph 1 of this Agreed Order.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

For the Commission

For the Executive Director

Date

I, the undersigned, have read and understand the attached Agreed Order. I am authorized to agree to the attached Agreed Order on behalf of the entity indicated below my signature, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the Attorney General's Office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the Attorney General's Office of any future enforcement actions;
- and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

Signature

Date

Name (Printed or typed)
Authorized Representative of
Rockin Q Construction, LLC

Title

Instructions: Send the original, signed Agreed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Section IV, Paragraph 1 of this Agreed Order.



Penalty Calculation Worksheet (PCW)

Policy Revision 4 (April 2014)

PCW Revision March 26, 2014

DATES	Assigned	2-Feb-2015	Screening	23-Feb-2015	EPA Due	
	PCW	23-Mar-2015				

RESPONDENT/FACILITY INFORMATION

Respondent	City of Leander and Rockin Q Construction, LLC				
Reg. Ent. Ref. No.	RN107739658				
Facility/Site Region	11-Austin	Major/Minor Source	Minor		

CASE INFORMATION

Enf./Case ID No.	50210	No. of Violations	2		
Docket No.	2015-0445-WQ-E	Order Type	1660		
Media Program(s)	Water Quality	Government/Non-Profit	Yes		
Multi-Media		Enf. Coordinator	Jason Fraley		
		EC's Team	Enforcement Team 3		
Admin. Penalty \$ Limit Minimum	\$0	Maximum	\$25,000		

Penalty Calculation Section

TOTAL BASE PENALTY (Sum of violation base penalties) **Subtotal 1**

ADJUSTMENTS (+/-) TO SUBTOTAL 1

Subtotals 2-7 are obtained by multiplying the Total Base Penalty (Subtotal 1) by the indicated percentage.

Compliance History Enhancement **Subtotals 2, 3, & 7**

Notes

Culpability Enhancement **Subtotal 4**

Notes

Good Faith Effort to Comply Total Adjustments **Subtotal 5**

Economic Benefit Enhancement* **Subtotal 6**

Total EB Amounts
 Estimated Cost of Compliance
 *Capped at the Total EB \$ Amount

SUM OF SUBTOTALS 1-7 **Final Subtotal**

OTHER FACTORS AS JUSTICE MAY REQUIRE **Adjustment**

Reduces or enhances the Final Subtotal by the indicated percentage.

Notes

Final Penalty Amount

STATUTORY LIMIT ADJUSTMENT **Final Assessed Penalty**

DEFERRAL Reduction **Adjustment**

Reduces the Final Assessed Penalty by the indicated percentage. (Enter number only; e.g. 20 for 20% reduction.)

Notes

PAYABLE PENALTY

Screening Date 23-Feb-2015

Docket No. 2015-0445-WQ-E

PCW

Respondent City of Leander and Rockin Q Construction, LLC

Policy Revision 4 (April 2014)

Case ID No. 50210

PCW Revision March 26, 2014

Reg. Ent. Reference No. RN107739658

Media [Statute] Water Quality

Enf. Coordinator Jason Fraley

Compliance History Worksheet

>> Compliance History Site Enhancement (Subtotal 2)

Component	Number of...	Enter Number Here	Adjust.
NOVs	Written notices of violation ("NOVs") with same or similar violations as those in the current enforcement action (<i>number of NOVs meeting criteria</i>)	0	0%
	Other written NOVs	0	0%
Orders	Any agreed final enforcement orders containing a denial of liability (<i>number of orders meeting criteria</i>)	0	0%
	Any adjudicated final enforcement orders, agreed final enforcement orders without a denial of liability, or default orders of this state or the federal government, or any final prohibitory emergency orders issued by the commission	0	0%
Judgments and Consent Decrees	Any non-adjudicated final court judgments or consent decrees containing a denial of liability of this state or the federal government (<i>number of judgments or consent decrees meeting criteria</i>)	0	0%
	Any adjudicated final court judgments and default judgments, or non-adjudicated final court judgments or consent decrees without a denial of liability, of this state or the federal government	0	0%
Convictions	Any criminal convictions of this state or the federal government (<i>number of counts</i>)	0	0%
Emissions	Chronic excessive emissions events (<i>number of events</i>)	0	0%
Audits	Letters notifying the executive director of an intended audit conducted under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (<i>number of audits for which notices were submitted</i>)	0	0%
	Disclosures of violations under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (<i>number of audits for which violations were disclosed</i>)	0	0%

Please Enter Yes or No

Other	Environmental management systems in place for one year or more	No	0%
	Voluntary on-site compliance assessments conducted by the executive director under a special assistance program	No	0%
	Participation in a voluntary pollution reduction program	No	0%
	Early compliance with, or offer of a product that meets future state or federal government environmental requirements	No	0%

Adjustment Percentage (Subtotal 2)

>> Repeat Violator (Subtotal 3)

Adjustment Percentage (Subtotal 3)

>> Compliance History Person Classification (Subtotal 7)

Adjustment Percentage (Subtotal 7)

>> Compliance History Summary

Compliance History Notes

No adjustment for compliance history.

Total Compliance History Adjustment Percentage (Subtotals 2, 3, & 7)

>> Final Compliance History Adjustment

Final Adjustment Percentage *capped at 100%

Screening Date 23-Feb-2015

Docket No. 2015-0445-WQ-E

PCW

Respondent City of Leander and Rockin Q Construction, LLC

Policy Revision 4 (April 2014)

Case ID No. 50210

PCW Revision March 26, 2014

Reg. Ent. Reference No. RN107739658

Media [Statute] Water Quality

Enf. Coordinator Jason Fraley

Violation Number 1

Rule Cite(s) 30 Tex. Admin. Code § 281.25(a)(4) and 40 Code of Federal Regulations § 122.26(c)

Violation Description Failed to obtain authorization to discharge stormwater associated with construction activities under Texas Pollutant Discharge Elimination System Construction General Permit No. TXR150000, as documented during an investigation conducted from September 30, 2014 through October 8, 2014.

Base Penalty \$25,000

>> Environmental, Property and Human Health Matrix

Table with columns: Release (Actual, Potential), Harm (Major, Moderate, Minor), and Percent (0.0%).

>> Programmatic Matrix

Table with columns: Falsification, Major, Moderate, Minor, and Percent (5.0%).

Matrix Notes

100% of the rule requirement was not met.

Adjustment \$23,750

\$1,250

Violation Events

Number of Violation Events 1 Number of violation days 1

Table for event frequency: daily, weekly, monthly (marked with x), quarterly, semiannual, annual, single event.

Violation Base Penalty \$1,250

One monthly event is recommended, calculated from the initial date of the investigation, September 30, 2014, to the date of compliance, October 1, 2014.

Good Faith Efforts to Comply

Table for Good Faith Efforts: 25.0% reduction, Before NOE/NOV, NOE/NOV to EDRP/Settlement Offer, Extraordinary, Ordinary (marked with x), N/A.

Reduction \$312

Notes The Respondents achieved compliance by October 1, 2014.

Violation Subtotal \$938

Economic Benefit (EB) for this violation

Statutory Limit Test

Estimated EB Amount \$0

Violation Final Penalty Total \$938

This violation Final Assessed Penalty (adjusted for limits) \$938

Economic Benefit Worksheet

Respondent City of Leander and Rockin Q Construction, LLC

Case ID No. 50210

Reg. Ent. Reference No. RN107739658

Media Water Quality

Violation No. 1

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Onetime Costs	EB Amount
------------------	-----------	---------------	------------	-----	----------------	---------------	-----------

No commas or \$

Delayed Costs

Equipment				0.00	\$0	\$0	\$0
Buildings				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0
Engineering/Construction				0.00	\$0	\$0	\$0
Land				0.00	\$0	n/a	\$0
Record Keeping System				0.00	\$0	n/a	\$0
Training/Sampling				0.00	\$0	n/a	\$0
Remediation/Disposal				0.00	\$0	n/a	\$0
Permit Costs	\$2,000	30-Sep-2014	1-Oct-2014	0.00	\$0	n/a	\$0
Other (as needed)				0.00	\$0	n/a	\$0

Notes for DELAYED costs

Estimated cost to prepare & submit a Notice of Intent and develop and implement a stormwater pollution prevention plan. Date required is the initial date of the investigation. Final date is the date of compliance.

Avoided Costs

ANNUALIZE [1] avoided costs before entering item (except for one-time avoided costs)

Disposal				0.00	\$0	\$0	\$0
Personnel				0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling				0.00	\$0	\$0	\$0
Supplies/Equipment				0.00	\$0	\$0	\$0
Financial Assurance [2]				0.00	\$0	\$0	\$0
ONE-TIME avoided costs [3]				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0

Notes for AVOIDED costs

Approx. Cost of Compliance \$2,000

TOTAL \$0

Screening Date 23-Feb-2015

Docket No. 2015-0445-WQ-E

PCW

Respondent City of Leander and Rockin Q Construction, LLC

Policy Revision 4 (April 2014)

Case ID No. 50210

PCW Revision March 26, 2014

Reg. Ent. Reference No. RN107739658

Media [Statute] Water Quality

Enf. Coordinator Jason Fraley

Violation Number 2

Rule Cite(s) Tex. Water Code § 26.121(a)

Violation Description

Failed to prevent the discharge of sediment into or adjacent to any water in the state, as documented during an investigation conducted from September 30, 2014 through October 8, 2014. Specifically, approximately two cubic yards of sediment was observed to have discharged into the South San Gabriel River throughout the Ronald Reagan Boulevard right-of-way from the pipeline excavation site. Additionally, two cubic yards of sediment was observed to have discharged from a failed silt fence below the bridge.

Base Penalty \$25,000

>> Environmental, Property and Human Health Matrix

OR	Release	Harm			Percent
		Major	Moderate	Minor	
Actual				x	5.0%
Potential					

>> Programmatic Matrix

Falsification	Harm			Percent
	Major	Moderate	Minor	
				0.0%

Matrix Notes Human health or the environment has been exposed to insignificant amounts of pollutants as a result of the violation.

Adjustment \$23,750

\$1,250

Violation Events

Number of Violation Events 1 Number of violation days 8

mark only one with an x	daily	
	weekly	
	monthly	
	quarterly	x
	semiannual	
	annual	
	single event	

Violation Base Penalty \$1,250

One quarterly event is recommended, calculated from the initial date of the investigation, September 30, 2014, to the date of compliance, October 8, 2014.

Good Faith Efforts to Comply

25.0%

Reduction \$312

	Before NOE/NOV	NOE/NOV to EDRP/Settlement Offer
Extraordinary		
Ordinary	x	
N/A		(mark with x)

Notes The Respondents achieved compliance by October 8, 2014.

Violation Subtotal \$938

Economic Benefit (EB) for this violation

Statutory Limit Test

Estimated EB Amount \$2

Violation Final Penalty Total \$938

This violation Final Assessed Penalty (adjusted for limits) \$938

Economic Benefit Worksheet

Respondent City of Leander and Rockin Q Construction, LLC

Case ID No. 50210

Reg. Ent. Reference No. RN107739658

Media Water Quality

Violation No. 2

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Onetime Costs	EB Amount
No commas or \$							

Delayed Costs

Equipment				0.00	\$0	\$0	\$0
Buildings				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0
Engineering/Construction				0.00	\$0	\$0	\$0
Land				0.00	\$0	n/a	\$0
Record Keeping System				0.00	\$0	n/a	\$0
Training/Sampling				0.00	\$0	n/a	\$0
Remediation/Disposal				0.00	\$0	n/a	\$0
Permit Costs				0.00	\$0	n/a	\$0
Other (as needed)	\$1,500	30-Sep-2014	8-Oct-2014	0.02	\$2	n/a	\$2

Notes for DELAYED costs

Estimated cost to install erosion controls along the river banks at the Site and remove the sediment from the South San Gabriel River. Date required is the initial of the investigation. Final date is the date of compliance.

Avoided Costs

ANNUALIZE [1] avoided costs before entering item (except for one-time avoided costs)

Disposal				0.00	\$0	\$0	\$0
Personnel				0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling				0.00	\$0	\$0	\$0
Supplies/Equipment				0.00	\$0	\$0	\$0
Financial Assurance [2]				0.00	\$0	\$0	\$0
ONE-TIME avoided costs [3]				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0

Notes for AVOIDED costs

Approx. Cost of Compliance

\$1,500

TOTAL

\$2

The TCEQ is committed to accessibility.
To request a more accessible version of this report, please contact the TCEQ Help Desk at (512) 239-4357.



TCEQ Compliance History Report

PUBLISHED Compliance History Report for CN603614884, RN107739658, Rating Year 2014 which includes Compliance History (CH) components from September 1, 2009, through August 31, 2014.

Customer, Respondent, or Owner/Operator: CN603614884, Rockin Q Construction, LLC **Classification:** UNCLASSIFIED **Rating:** -----

Regulated Entity: RN107739658, Ronald Reagan WL North **Classification:** NOT APPLICABLE **Rating:** N/A

Complexity Points: N/A **Repeat Violator:** N/A

CH Group: 14 - Other

Location: NORTHWEST CORNER OF SIENNA BOULEVARD AND RONALD REAGAN BOULEVARD, WILLIAMSON COUNTY, TEXAS

TCEQ Region: REGION 11 - AUSTIN

ID Number(s):
STORMWATER PERMIT TXR150013225 **STORMWATER PERMIT TXR150013232**

Compliance History Period: September 01, 2009 to August 31, 2014 **Rating Year:** 2014 **Rating Date:** 09/01/2014

Date Compliance History Report Prepared: March 27, 2015

Agency Decision Requiring Compliance History: Enforcement

Component Period Selected: March 27, 2010 to March 27, 2015

TCEQ Staff Member to Contact for Additional Information Regarding This Compliance History.
Name: Jason Fraley **Phone:** (512) 239-2552

Site and Owner/Operator History:

- 1) Has the site been in existence and/or operation for the full five year compliance period? NO
- 2) Has there been a (known) change in ownership/operator of the site during the compliance period? NO
- 3) If **YES** for #2, who is the current owner/operator? N/A
- 4) If **YES** for #2, who was/were the prior owner(s)/operator(s)? N/A
- 5) If **YES**, when did the change(s) in owner or operator occur? N/A

Components (Multimedia) for the Site Are Listed in Sections A - J

A. Final Orders, court judgments, and consent decrees:
N/A

B. Criminal convictions:
N/A

C. Chronic excessive emissions events:
N/A

D. The approval dates of investigations (CCEDS Inv. Track. No.):
N/A

E. Written notices of violations (NOV) (CCEDS Inv. Track. No.):

A notice of violation represents a written allegation of a violation of a specific regulatory requirement from the commission to a regulated entity. A notice of violation is not a final enforcement action, nor proof that a violation has actually occurred.

N/A

F. Environmental audits:

N/A

G. Type of environmental management systems (EMSs):

N/A

H. Voluntary on-site compliance assessment dates:

N/A

I. Participation in a voluntary pollution reduction program:

N/A

J. Early compliance:

N/A

Sites Outside of Texas:

N/A

E. Written notices of violations (NOV) (CCEDS Inv. Track. No.):

A notice of violation represents a written allegation of a violation of a specific regulatory requirement from the commission to a regulated entity. A notice of violation is not a final enforcement action, nor proof that a violation has actually occurred.

N/A

F. Environmental audits:

N/A

G. Type of environmental management systems (EMSs):

N/A

H. Voluntary on-site compliance assessment dates:

N/A

I. Participation in a voluntary pollution reduction program:

N/A

J. Early compliance:

N/A

Sites Outside of Texas:

N/A