



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

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



Thursday ~ July 2, 2015 at 7:00 PM

Mayor – Christopher Fielder

Place 1 – Andrea Navarrette (Mayor Pro Tem)

Place 2 – Michelle Stephenson

Place 3 – Shanán Shepherd

Place 4 – Ron Abruzzese

Place 5 – Jeff Seiler

Place 6 – Troy Hill

City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments:
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins

CONSENT AGENDA: ACTION

5. Approval of the minutes: June 18, 2015
6. Second Reading of an Ordinance on Zoning Case #15-Z-006: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located to the southwest corner of Crystal Falls Parkway and Lakeline Blvd., Leander, Williamson County, Texas

PUBLIC HEARING

7. **First public hearing** on the proposed annexation of a certain area of land, known as the Bradley tract, 126.098 acres, more or less, tract of land located north of the South San Gabriel River and east of Ronald Reagan Blvd. in Williamson County, Texas
8. **First public hearing** on the proposed annexation of a certain area of land, known as the Ironwood tract, 13.8481 acres, more or less, generally located at the southeast corner of SH 29 and Ronald Reagan Blvd. in Williamson County, Texas

PUBLIC HEARING: ACTION

9. **Public Hearing** on Subdivision Case # 14-TOD-CP-014: the Leander Tract Concept Plan and Designation of Transect Zones for 11.2 acres, more or less, generally located to the north of Mel Mathis Avenue and RM 2243 on both the west and east sides, Leander, Williamson County, Texas
Applicant: Kristiana Alfsen on behalf of Sawtooth Enterprises, LTD.

Action on Subdivision Case #14-TOD-CP-014: Leander Tract Concept Plan and Designation of Transect Zones for 11.2 acres, more or less, generally located to the north of Mel Mathis Avenue and RM 2243 on both the west and east sides, Leander, Williamson County, Texas

10. **Public Hearing** on An Ordinance Amending Sections of Chapter 10, Exhibit A, Governing Subdivisions, Article 13.02, Governing Water and Sewer Service, and Appendix A, Fee Schedule to Adopt a Connection Fee and System Reservation Fee for Areas to be Served Under the Wholesale Wastewater Service Agreement with the City of Liberty Hill; Providing for the Applicant to Pay the Cost of Liberty Hill Reviewing Plans for and Inspecting Certain Wastewater Infrastructure; Providing for Timing of Payment of the Fees; Amending Provisions Governing Construction Plans and Wastewater System Design Standards for Areas to be served under the Liberty Hill Wholesale Wastewater Agreement; Providing for a Contract for Wastewater Service; and Providing for Related Matters

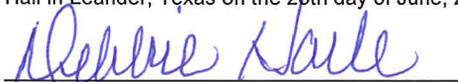
Action on an Ordinance Amending Sections of Chapter 10, Exhibit A, Governing Subdivisions, Article 13.02, Governing Water and Sewer Service, and Appendix A, Fee Schedule to Adopt a Connection Fee and System Reservation Fee for Areas to be Served Under the Wholesale Wastewater Service Plans for and Inspecting Certain Wastewater Infrastructure; Providing for Timing of Payment of the Fees; Amending Provisions Governing Construction Plans and Wastewater System Design Standards for Areas to be served under the Liberty Hill Wholesale Wastewater Agreement; Providing for a Contract for Wastewater Service; and Providing for Related Matters

REGULAR AGENDA

11. Consider the second assignment of the Development and Annexation Agreement with Ewing Development Co., LLC to John Lloyd/JL Development, Inc.
12. Consider approval of a development agreement between the City of Leander and Crystal Falls LTD for 27.63 acres more or less, generally located one block northeast of the intersection of East Crystal Falls Parkway and 183A Toll. Encompassing the property known as the Parkway Crossing Subdivision within the city limits of the City of Leander, Williamson County, Texas
13. Consider rejection of Bid for the Veterans Park Improvements Project
14. Consider Employee Benefits Renewal for Plan Year 2015-2016
15. Consider Interlocal Agreement between Leander, Cedar Park and Georgetown creating the Central Texas Regional Swat Team (CTRS)
16. Council Members Closing Statements
17. 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 26th day of June, 2015 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.



Debbie Haile, TRMC, City Secretary



**MINUTES
DEVELOPMENT TOUR
and
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS**



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

Thursday ~ June 18, 2015 at 5:15 PM

Mayor – Christopher Fielder	Place 4 – Ron Abruzzese
Place 1 – Andrea Navarrette (Mayor Pro Tem)	Place 5 – Jeff Seiler
Place 2 – Michelle Stephenson	Place 6 – Troy Hill
Place 3 – Shanan Shepherd	City Manager – Kent Cagle

5:15pm – San Gabriel Park Property Tour

Council will leave from Pat Bryson at 5:15 and reconvene at 7:00 pm for Regular City Council Meeting (No action will be taken by City Council during the tour)

The San Gabriel Park Tour was cancelled due to weather and will be scheduled at a later date

7:00 pm

1. Open meeting, Invocation, Pledges of Allegiance
Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance
Council Member Shepherd delivered the invocation

2. Roll Call
All present

3. Staff Comments: Steve Bosak, Parks & Recreation Director – Liberty Fest
Steve Bosak, Parks & Recreation Director spoke about Liberty Fest

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

Bob Hucker – 1213 Nightshade Lane – spoke about the development behind his home

5. Mid-Year report from Bridget Brandt with the Greater Leander Chamber of Commerce & Visitors Center
Bridget Brandt gave an update on the Greater Leander Chamber of Commerce & Visitors Center

CONSENT AGENDA: ACTION

6. Approval of the minutes: June 4, 2015
7. Second Reading of an Ordinance on Zoning Case 15-Z-004: consider action on an amendment to the Palmera Ridge PUD (Planned Unit Development) for 197.55 acres, more or less, Leander, Williamson County, Texas

8. Second Reading of an Ordinance on Special Use Case #15-SU-001: a Special Use Permit for a temporary parking lot within the Oak Creek Subdivision
9. Receive Quarterly Investment Report
10. Consider a License Agreement for the installation and maintenance of landscaping, signage, fencing and screening walls, irrigation and decorative street lighting located within the City right-of-way and/or City property within the Bryson Subdivision
11. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for The Fairways at Crystal Falls, Section 4, Phase 2A

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

PUBLIC HEARING: ACTION

12. **Public Hearing** on Zoning Case #15-Z-009: Consider a zoning change for 9.84 acres, more or less generally located to the northwest corner of Crystal Falls Parkway and Lakeline Blvd. from GC-3-B, General Commercial to MF-3-A, Multi-Family, Leander, Williamson County, Texas
Applicant: Cunningham-Allen, Inc. (Jana Rice) on behalf of KB Home Lone Star, Inc.
The applicant has withdrawn their application

Mayor Fielder announced that the applicant withdrew their application

13. **Public Hearing** on Zoning & Subdivision Cases 14-Z-014, 14-CP-007 and 14-PP-008; Consider rezoning and approval of the Woodview Village Concept Plan and Preliminary Plat of 20.679 acres, more or less, generally located to the southwest of the intersection of East Woodview Drive and Raider Way from current zoning of SFS-2-B, Single Family Suburban and Interim SFR-1-B, Single Family Rural to PUD, Planned Unit Development, Leander, Williamson County, Texas.
Applicant: Darren Webber on behalf of DeWette Partners, LTD.
The applicant has postponed their application

Mayor Fielder announced that the applicant has postponed their application

14. **Public Hearing** on Zoning Case #15-Z-006: Consider a zoning change for 11.065 acres, more or less, generally located to the southwest corner of Crystal Falls Parkway and Lakeline Blvd. from SFT-2-A, Single Family Townhouse to PUD, Planned Unit Development, Leander, Williamson County, Texas *Applicant: Mark Baker on behalf of Lookout Partners, LP (Mike Siefert)*
Robin Griffin, Senior Planner explained

Action on Zoning Case #15-Z-006: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located to the southwest corner of Crystal Falls Parkway and Lakeline Blvd., Leander, Williamson County, Texas

Motion made by Council Member Abruzzese to approve with P & Z recommendations of Sidewalks which will be a minimum of four (4') foot wide and constructed of crushed/decomposed granite or concrete, are constructed throughout the neighborhood and connecting to Local Rebel, and also that this will be a gated community and structures will have an earth tone color palate and no more than 8 units can be attached and if fencing is proposed it must be constructed of wrought iron or decorative tubular metal. Second by Council Member Seiler. Motion passes, all voting “aye”

15. **Public Hearing** on an Ordinance Granting a Public Utility Easement on Public Parkland for the Bryson offsite Wastewater Line Project
Steve Bosak, Parks & Recreation Director explained

Action on an Ordinance Granting a Public Utility Easement on Public Parkland for the Bryson Offsite Wastewater Line Project

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

REGULAR AGENDA

16. Consider award of Bid for outsourcing of Plan Review, Building Inspection and Fire Inspection Services
Bill Gardner, Fire Chief explained

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

17. Consider possible action relating to a request by Central Waste and Recycling, Cedar Park, Texas for a franchise to provide recycling services within the city limits of Leander
Robert Powers, Finance Director explained
Mike Mnoian – owner of Central Waste & Recycling explained the request

Troy Clawson, PO Box 416 – spoke against

Motion made by Mayor Fielder to deny the request. Second by Mayor Pro Tem Navarrette. Motion passes to deny the request, 6 to 1 with Council Member Hill voting against the denial.

18. Consider a Resolution Designating Frost Bank as a depository for the safekeeping of securities and authorizing the City Manager to execute the necessary agreements
Robert Powers, Finance Director explained

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

19. Consider authorizing City Manager to Execute a Security Agreement with Frost Bank
Robert Powers, Finance Director explained

Motion made by Council Member Abruzzese to approve. Second by Council Member Seiler. Motion passes, all voting “aye”

20. Consider authorizing City Manager to execute a contract with Mcreary, Veselka, Bragg, and Allen, P.C. Round Rock, Texas (MVBA) for collection of delinquent municipal court fines and fees
Robert Powers, Finance Director explained

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

21. Consider authorizing City Manager to execute a contract with Mcreary, Veselka, Bragg, and Allen, P.C Round Rock, Texas (MVBA) for collection of delinquent account receivables
Robert Powers, Finance Director explained
Motion made by Mayor Pro Tem Navarrette to approve. Second by Council Member Stephenson. Motion passes, all voting “aye”
22. Consider a Resolution authorizing an agreement with Williamson County for assessment collection Services
Robert Powers, Finance Director explained
Motion made by Council Member Seiler to approve. Second by Council Member Hill. Motion passes, all voting “aye”
23. Receive Water Supply Update and consider implementation of a Twice-a-Week Outdoor Watering Schedule
Pat Womack, Director of Public Works explained
Chris Schwendenmann – 616 Emma Lane – spoke against
Motion made by Council Member Navarrette to suspend this item until the first meeting in August. Second by Council Member Shepherd. Motion passes, 6 to 1 with Council Member Hill voting against.
24. Consider action relating to the Pedernales Electric Cooperative, Inc. 2015 Election for Directors, District 1, 6 and 7
Robert Powers, Finance Director explained
Motion made by Council Member Stephenson to vote for Mark Axford in District 1. Second by Council Member Hill. Motion passes, all voting “aye”
Motion made by Mayor Fielder to vote for Paul Graf in District 6. Second by Mayor Pro Tem Navarrette. Motion passes, all voting “aye”
Motion made by Council Member Hill to vote for Douglas Kadjar in District 7. Second by Council Member Shepherd. Motion passes, 4 to 3 with Council Members Stephenson, Abruzzese and Seiler voting against.
25. Council Members Closing Statements
Council Members gave their closing statements

EXECUTIVE SESSION

26. Convene into executive session pursuant to Section 551.071 and 551.072, Texas Government Code and Section 1.05 Texas Disciplinary Rules of Professional Conduct to deliberate the acquisition of real property and possible use of eminent domain proceedings as set forth in Chapter 21 of the Texas Property Code regarding a 0.392 acre (17,066 square foot) tract in Williamson County, Texas owned by HEB Grocery Company, LP., a Texas limited partnership and/or HEB Grocery Company, a Texas Corporation.

Council convened into executive session at 8:30 pm
Council reconvened into open session at 8:40 pm

27. Reconvene into open session to take action as deemed appropriate in City Council's discretion regarding the acquisition of real property and possible use of eminent domain proceedings as set forth in Chapter 21 of the Texas Property Code regarding a 0.392 acre (17,066 square foot) tract in Williamson County, Texas owned by HEB Grocery Company, LP., a Texas limited partnership and/or HEB Grocery Company, a Texas corporation.

No action taken

28. Consider and take possible action on an Ordinance: finding acquisition of real property serves public convenience and necessity and that said property will be acquired for a public use, namely the Old 2243 West Roadway Improvement Project; finding that all appropriate and necessary pre-acquisition requirements set forth in Chapter 21 of the Texas Property Code have been met; and, authorizing the use of eminent domain proceedings as set forth in Chapter 21, Texas Property Code, Section 1.06, City of Leander Home Rule Charter, and Chapter 251, Texas Local Government Code, regarding a 0.392 acre (17,066 square foot) tract in Williamson County, Texas owned by HEB Grocery Company, LP., a Texas limited partnership and HEB Grocery Company, a Texas corporation, as further described in the attached proposed Ordinance for this item.

Motion made by Mayor Pro Tem Navarrette to move that the City of Leander, Texas approve Ordinance No. 15-031-00, which authorizes the use of the power of eminent domain, as set forth in Chapter 21 of the Texas Property Code, Section 1.06, City of Leander Home Rule Charter, and Chapter 251, Texas Local Government Code, to acquire in fee simple the 0.392 acre (17,066 square foot) tract in Williamson County, Texas owned by HEB Grocery Company, LP., a Texas limited partnership and/or HEB Grocery Company, a Texas corporation, more specifically described by a metes and bounds description attached as "Exhibit A" to the Ordinance. Second by Council Member Abruzzese.

Mayor Fielder called for a vote:

Mayor Pro Tem Navarrette	"aye"
Council Member Stephenson	"aye"
Council Member Shepherd	"aye"
Council Member Abruzzese	"aye"
Council Member Seiler	"aye"
Council Member Hill	"aye"
Mayor Fielder	"aye"

Motion passes, all voting "aye"

29. Adjournment
With there being no further business, the meeting adjourned at 8:43 pm

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary



Executive Summary

July 02, 2015

Agenda Subject: Zoning Case 15-Z-006: Consider action on the rezoning of 11.065 acres more or less, generally located to the southwest corner of Crystal Falls Pkwy and Lakeline Blvd, WCAD ID R484293, R517839, and R096984; TCAD ID 823336. Currently, the property is zoned SFT-2-A (Single Family Townhouse). The applicant is proposing to zone the property to PUD (Planned Unit Development), Leander, Williamson County, Texas.

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

Origination: Applicant: Mark Baker on behalf of Lookout Partners LP (Mike Siefert).

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommend approval of the request with the condition that sidewalks, a minimum of four (4') foot wide and constructed of crushed/decomposed granite or concrete, are constructed throughout the neighborhood and connecting to Local Rebel at the June 11, 2015 meeting. The City Council unanimously recommended approval of the request with the following conditions at the June 18, 2015 meeting:

1. Sidewalks a minimum of four feet wide and constructed of crushed/decomposed granite or concrete shall be constructed throughout the neighborhood and connecting to Local Rebel Street.
2. All buildings shall be earth tone colors.
3. The project shall be gated.
4. Any proposed fencing shall be wrought iron or tubular metal.
5. The number of attached units shall be limited to eight.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Location Map
4. Aerial Map
5. Proposed Zoning Map
6. Proposed PUD
7. Letter of Intent
8. Ordinance

Prepared By:

Tom Yantis, AICP
Assistant City Manager

06/22/2015



PLANNING ANALYSIS

ZONING CASE 15-Z-006 CRYSTAL FALLS TOWNHOMES PUD

GENERAL INFORMATION

- Owner:** Lookout Partners, LP (Mike Siefert)
- Current Zoning:** SFT-2-A (Single-Family Townhomes)
- Proposed Zoning:** PUD (Planned Unit Development)
- Size and Location:** The property is generally located to the southwest corner of Crystal Falls Pkwy and Lakeline Blvd,. The property is approximately 11.065 acres in size.
- Staff Contact:** Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	PUD	Proposed Residential (Cottages at Crystal Falls)
EAST	GC-3-A	Proposed Commercial Development
SOUTH	SFT-2-A	Development Detention Pond
WEST	SFS-2-B	Establish Residential (Fairways at Crystal Falls)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for the design of a development which permits a condominium regime townhome development. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.
- Establish high standards for development.
- The Community Center land use node is intended to be located at the intersections of arterial streets or arterials and major collectors. These nodes are approximately one half mile in diameter and incorporate approximately 125 acres. These areas are intended for commercial, retail and office uses that primarily serve residents within the community. These areas are also intended for medium density multi-family and high density single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

ANALYSIS:

The applicant is requesting to rezone the property to the Crystal Falls Townhome PUD (Planned Unit Development) in order to allow for condominium regime development of townhomes and modify the parking requirements. The current SFT-2-A (Single-Family Townhome) district was approved by the City Council on April 05, 2012. This request was part of the Crystal Falls Town Center project that incorporated residential and commercial uses at the intersection of Lakeline Blvd and Crystal Falls Pkwy.

The property to the north is zoned PUD for the Cottages at Crystal Falls Development, a condo regime detached residential development. The properties northeast and east are zoned for future commercial uses and the property to the south is developed as a detention pond.

The applicant is proposing the base zoning district of MF-2-A (Multi-Family) in order to permit the condominium style development. The PUD restricts the uses to attached townhomes with no more than eight units per building. This requirement complies with the Composite Zoning Ordinance requirements for the SFT use component. The approved preliminary plat for this project proposes approximately 185 units. The Cottages at Crystal Falls make up 60 of these units and the Crystal Falls Townhome project is proposing 90 units. The total number of units would be 150 instead of the original 185 units.

A PUD district is an appropriate district in this situation because it offers the applicant the opportunity to design a zoning district that will provide for a condominium style residential development with limits to the permitted density. The Composite Zoning Ordinance does not currently include a district that would permit this type of development.

In addition, they are proposing to modify the parking requirements to the following:

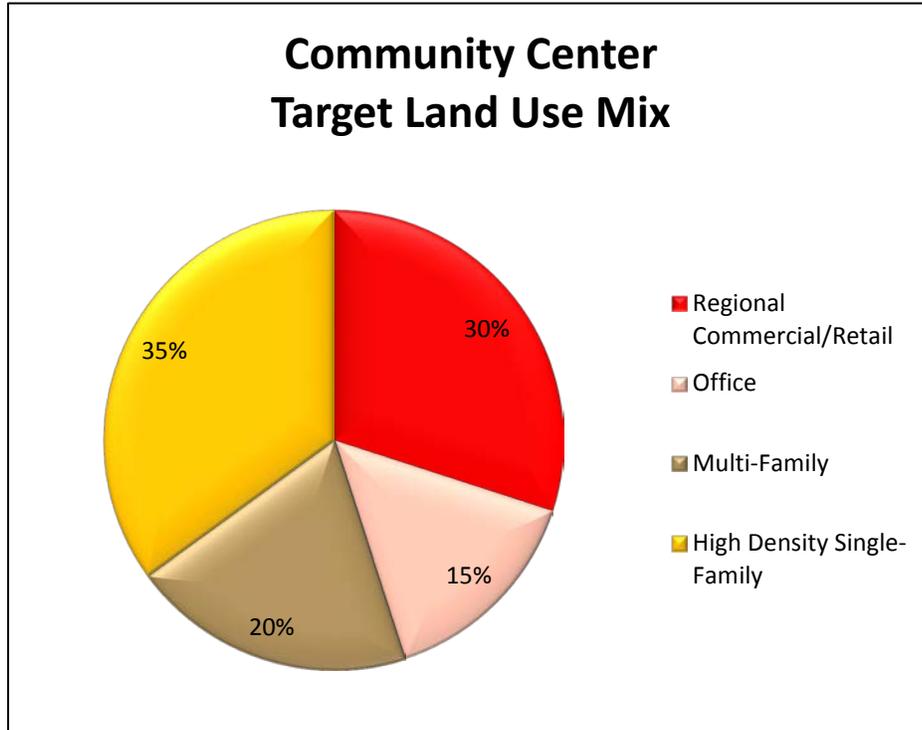
- Single Car Garage Units: Each single car garage townhouse unit shall provide one garage enclosed parking space plus 1.5 additional off street parking spaces. (Driveway may be counted toward provision of off street parking).
- Two Car Garage Units: Each two car garage townhouse unit shall provide a minimum of two garage enclosed parking spaces plus 2 additional off street parking spaces. (Driveway may be counted toward provision of off street parking).

The current parking requirements for the MF use component requires 1.5 parking spaces for one bedroom plus ½ space for each additional bedroom. The SFT use component requires 1 garage enclosed space and 2 off street parking spaces.

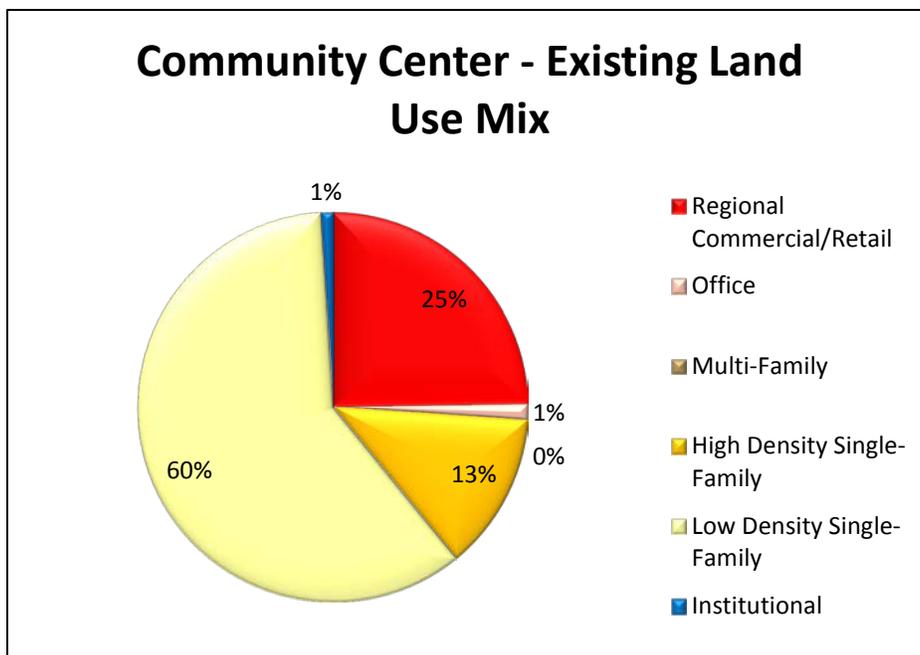
The applicant is proposing to maintain the existing Architectural Component of Type A without increasing the proposed density. The buildings will be required to be constructed of 85% masonry and include five different design features. The PUD will also limit the height of the structures to thirty-five (35') feet.

This property is located within a Community Center Node as identified by the Future Land Use Map. This node is intended to be located at the intersections of arterial streets or arterials and major collectors. These nodes are approximately one half mile in diameter and incorporate approximately 125 acres. These areas are intended for commercial, retail and office uses that primarily serve residents within the community. These areas are also intended for medium density multi-family and high density 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 Community Center Node.



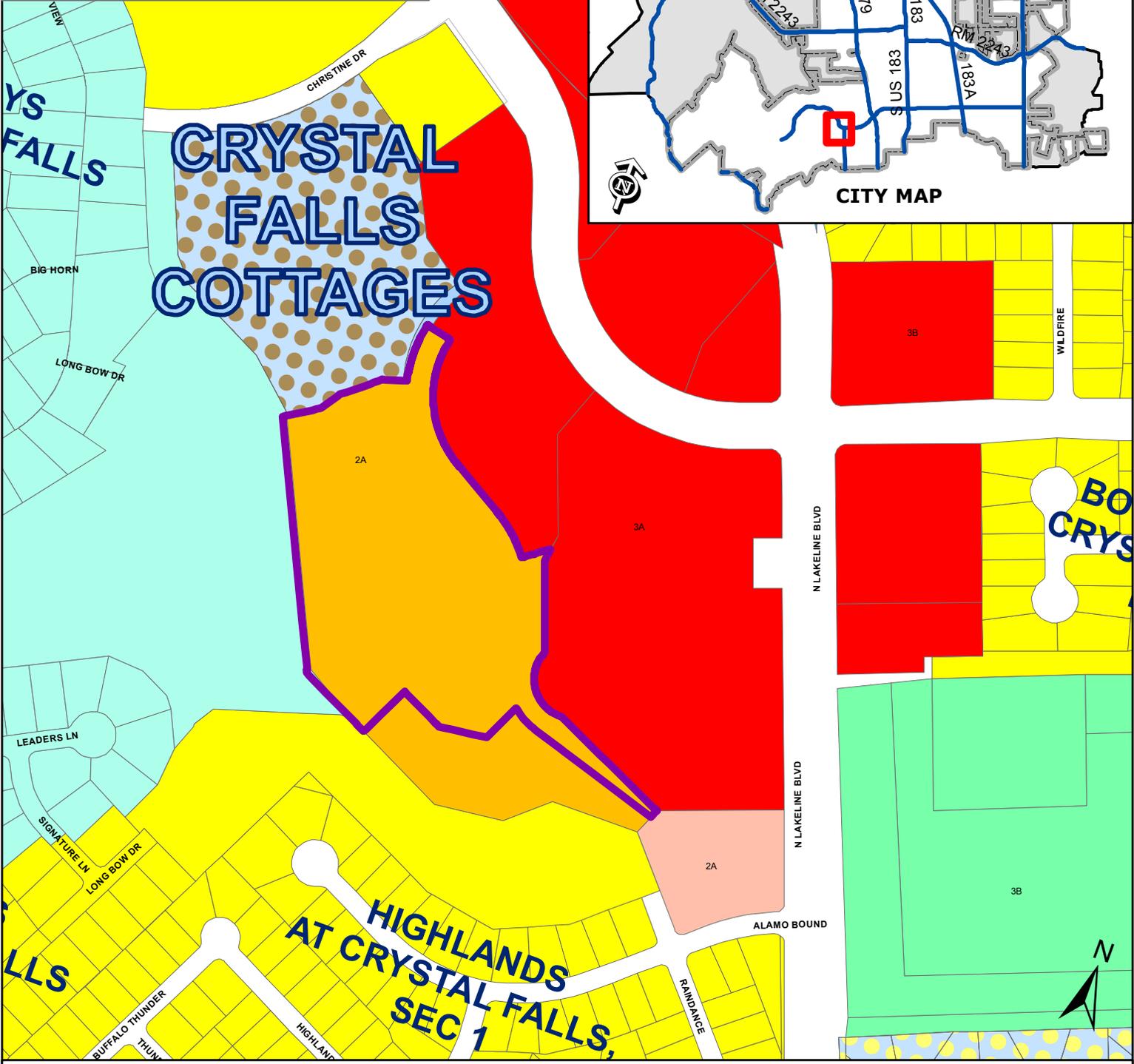
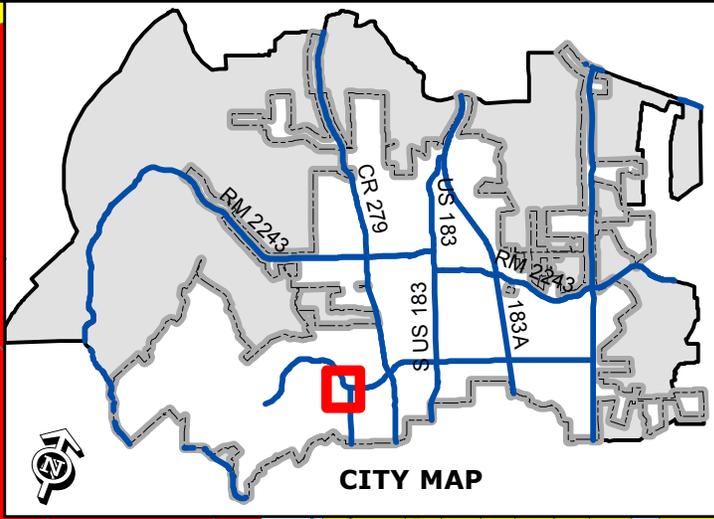
The current land use mix does not meet the target mix shown in the Comprehensive Plan. Currently, the predominant land use is low density residential. The current land use mix is shown in the graph below. The property is currently zoned SFT-2-A (Single-Family Townhomes) and the proposed PUD would permit the same use. This zoning change would not alter the mix of uses within the Community Center Node.



STAFF RECOMMENDATION:

Staff recommends approval of the requested PUD amendment. The proposed amendments to the PUD permits the same proposed use as the current zoning, but will allow for the development a condo regime project and will limit the overall density. The requested PUD amendment meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

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.

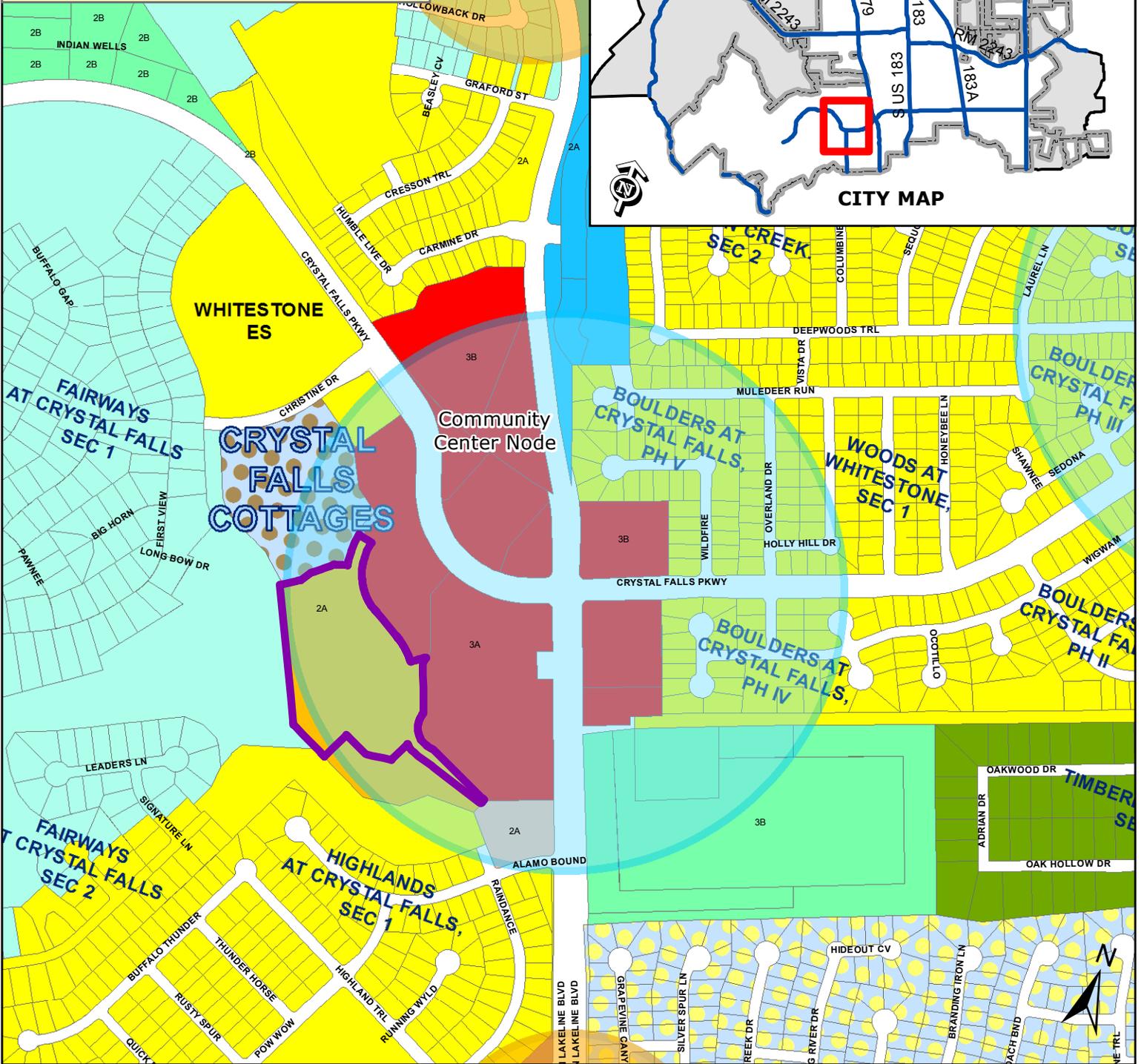
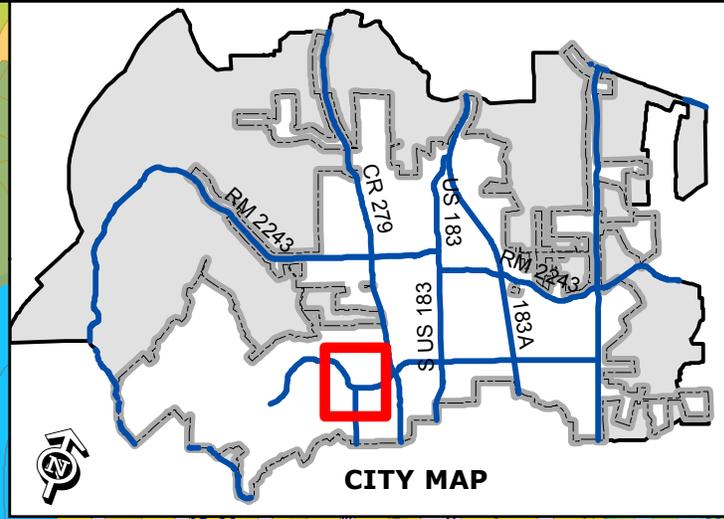


ZONING CASE 15-Z-006 Attachment #2 Current Zoning Map - Crystal Falls Townhomes

 Subject Property	 PUD Commercial	 SFR	 SFT	 GC
 City Limits	 PUD Mixed Use	 SFE	 SFU/MH	 HC
 Future Annexation Per DA	 PUD Multi-Family	 SFS	 TF	 HI
 Involuntary Annexation	 PUD Single-Family	 SFU	 MF	 PUD
 Voluntary Annexation	 PUD Townhome	 SFC	 LO	
		 SFL	 LC	



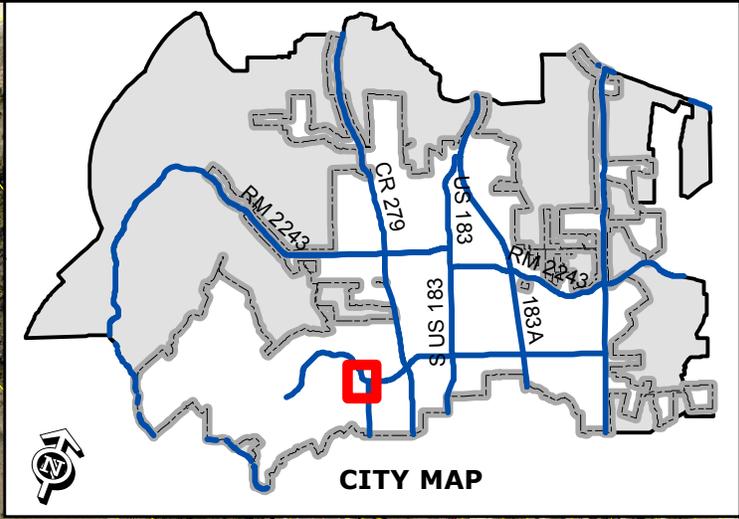
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ZONING CASE 15-Z-006 Attachment #3 Location Map - Crystal Falls Townhomes

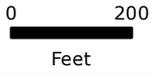


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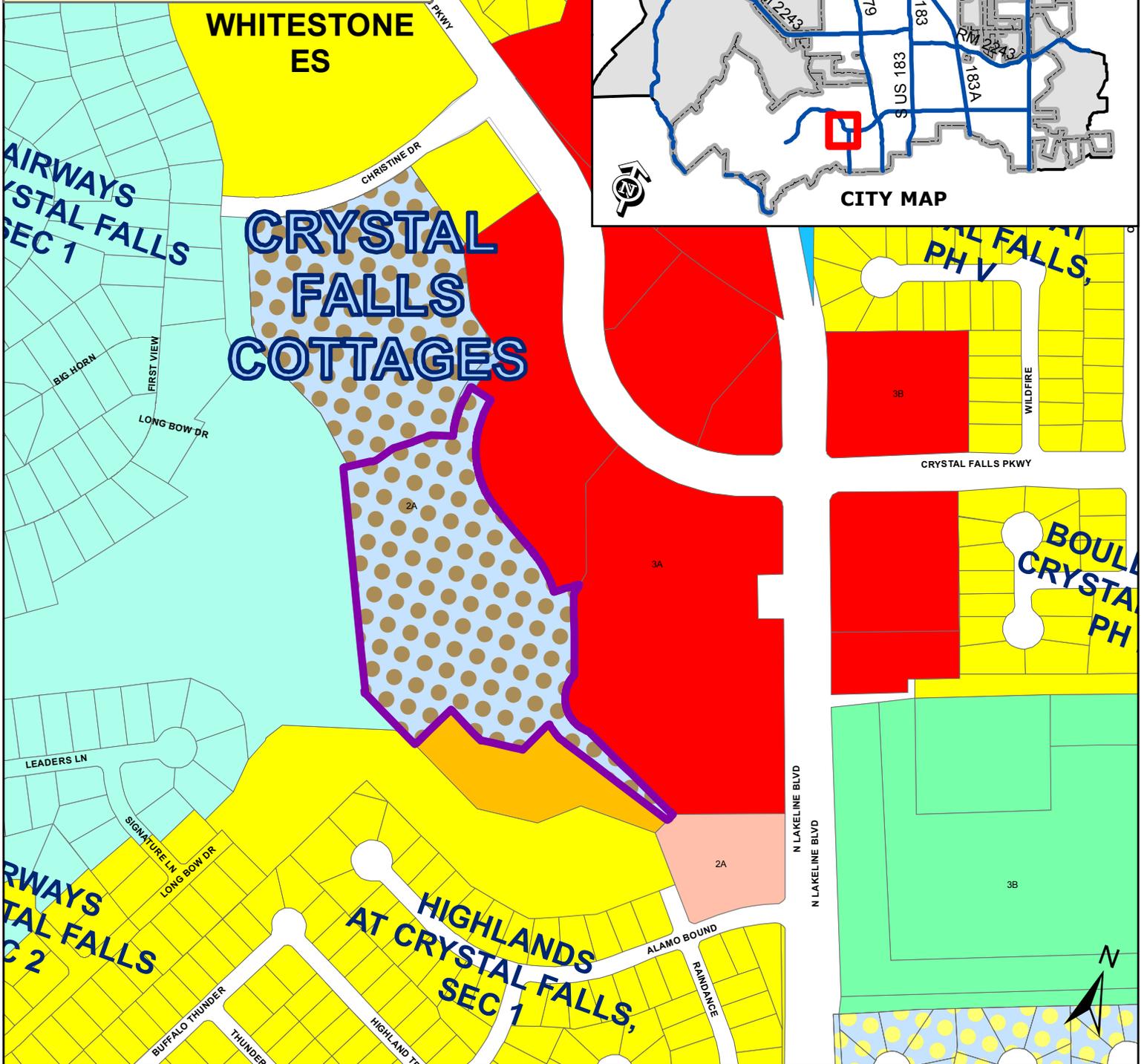
ZONING CASE 15-Z-006 Attachment #4

Aerial Exhibit - Approximate Boundaries
Crystal Falls Townhomes



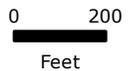
-  Subject Property
-  City Limits

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ZONING CASE 15-Z-004 Attachment #5 Proposed Zoning Map - Crystal Falls Townhomes

 Subject Property	 PUD Commercial	 SFR	 SFT	 GC
 City Limits	 PUD Mixed Use	 SFE	 SFU/MH	 HC
 Future Annexation Per DA	 PUD Multi-Family	 SFS	 TF	 HI
 Involuntary Annexation	 PUD Single-Family	 SFU	 MF	 PUD
 Voluntary Annexation	 PUD Townhome	 SFC	 LO	
		 SFL	 LC	



CRYSTAL FALLS TOWN CENTER TOWNHOMES

**City of Leander, Texas
PUD Planned Unit Development**

**Applicant: Natural Development
11612 FM 2244, Bldg. 1, Ste. 140
Austin, Texas 78738**

**Prepared by: SEC Planning
4201 W. Parmer Lane
Building A, Suite 220
Austin, Texas 78727
512.246.7003**

Exhibit A

Crystal Falls Town Center Townhomes Planned Unit Development

A. Purpose and Intent

The PUD is composed of 11.065 acres, as described in Exhibit B (Field Notes). The development of this property is planned as a high quality, attached townhome neighborhood.

The contents of this PUD further explain and illustrate the overall appearance and function desired for this neighborhood. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general neighborhood vision and design concept and is not intended to serve as a final site plan.

B. Applicability and Base Zoning

All aspects regarding the development of this PUD shall comply the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A.

For the purpose of establishing development standards for the PUD, a base zoning district has been selected from the Leander Composite Zoning Ordinance.

- *Base District: Multi Family MF-2-A*

The neighborhood within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD shall control.

C. Conceptual Site Layout and Land Use Plan

Exhibit C attached is a conceptual development plan intended to visually convey the design intent for the Crystal Falls Town Center Townhomes community. The design of the community is not final, and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

The Crystal Falls Town Center Townhomes project is comprised of a mix of attached townhome products with a varying number of attached units per building. The project is planned to include internal private drives and a variety of attached unit configurations that are situated around existing trees and open space.

D. Allowable Use

The use shall be an attached single family condominium residential development. Up to a maximum of eight attached units shall be permitted per building. The maximum unit count shall be 90 units.

E. Lot Design Standards

The Crystal Falls Town Center Townhomes development will comply with the Development Standards set forth in Table 1 for a condo regime site plan on private drives. The following standards measure the setback from the drive.

Table 1 – Development Standards for Attached Unit Site Plan

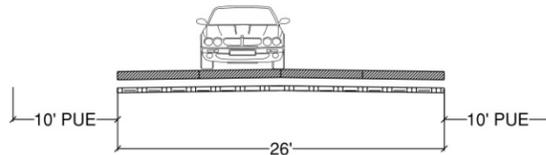
	SFT (Townhouse)
	ATTACHED
Unit Width (minimum unit width)	20 ft.
Front Setback (minimum from back of curb)	15 ft.
Side Setback (minimum from back of curb)	10 ft.
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Rear Setback (minimum)	20 ft.
Building Separation (minimum)	10 ft.*

**Eave overhang is not included in calculations for minimum building separation. A minimum of seven feet clear zone between building roof lines will be provided.*

F. Drive Design

The Crystal Falls Town Center Townhome community will incorporate the following drive standards.

1. This project shall consist of private drives instead of public roadways. The pavement width shall be a minimum of 26 feet in width with 10 foot Public Utility Easements PUE on each side of the private drive. The drives will have a 23-foot wide pavement width with 18 inch ribbon curbs or a 23 foot wide pavement width with 24 inch curb and gutter (which includes mountable curb or stand up curb).



2. The access drive alignment, building pads and on parking along the drives may vary to minimize disturbance to significant trees and natural topographic features.
3. The Townhouse neighborhood ~~may~~shall be privately gated.
4. If secondary access is required by the City for the neighborhood, the secondary access shall be provided as an emergency driveway and crash gate connecting to the adjacent commercial tract to the east.
5. Drive lighting is required at the intersections between the drives and public streets. Drive lighting is optional in the interior of the project.
6. Sidewalks are ~~not~~required throughout in the interior of the project and connecting to Local Rebel Street. These sidewalks shall be a minimum of four (4') feet wide and constructed of crushed/decomposed granite or concrete.

G. Architectural Criteria

All residential product within this project shall comply with the applicable standards of the Type A Architectural Components and the Architectural Standards for single-family districts as listed in Article VII and Article VIII of the Composite Zoning Ordinance, unless modified herein. Drives shall constitute streets in with regard to this application of the ordinance.

1. ~~No more than~~Up to eight townhouse units may be connected in a single building.

2. All structures are required to be earthtone colors.

2.3. Parking Requirements

- Single Car Garage Units: Each single car garage townhouse unit shall provide one garage enclosed parking space plus 1.5 additional off street parking spaces. (Driveway may be counted toward provision of off street parking).
- Two Car Garage Units: Each two car garage townhouse unit shall provide a minimum of two garage enclosed parking spaces plus 2 additional off street parking spaces. (Driveway may be counted toward provision of off street parking).

3.4. Each single-family dwelling shall have a minimum of nine hundred (900) square feet of living area.

H. Walls, Fencing and Landscaping

1. The Crystal Falls Town Center Townhouse lot ~~may shall~~ utilize wrought iron or decorative tubular metal fencing when fencing is proposed. ~~where views into adjacent open space and buffers are desired.~~
2. This project shall comply with the applicable landscape standards for single-family districts as listed in Article VI of the Composite Zoning Ordinance.
3. Minimum landscape requirements per unit shall be two (2) two-inch significant trees, five (5) one-gallon shrubs, five (5) five-gallon shrubs.

Exhibit B

Field Notes

Exhibit C



LOOKOUT PARTNERS, L.P.
TOWNHOMES AT CRYSTAL FALLS TOWN CENTER
11.065 ACRES

DESCRIPTION OF 11.065 ACRES OF LAND SITUATED IN WILLIAMSON AND TRAVIS COUNTY, TEXAS, OUT OF THE LUCIUS B. JOHNSON SURVEY 426, ABSTRACT 449, TRAVIS COUNTY, ABSTRACT 894, WILLIAMSON COUNTY AND THE A. BITTICK SURVEY 144, ABSTRACT 859, WILLIAMSON COUNTY, BEING A PORTION OF A 580.2511 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P. IN DOCUMENT NO. 2012060021, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PORTION OF A 1142.168 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P. IN DOCUMENT NO. 1997058697, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND IN VOLUME 13085, PAGE 1927, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 11.065 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with G&R Cap found at the common westerly corner of Lots 3 and 4, Crystal Falls Town Center Section I, a subdivision of record in Document No. 201200199, Official Public Records of Travis County, Texas and in Document No. 2012088694, Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;

THENCE over and across said 580.2511 Acre Tract and said 1142.168 Acre Tract, in part with the westerly line of said Lot 4 and in part with the northerly line of Lot 5 of said Crystal Falls Town Center Section I, the following nine (9) courses:

1. S24°16'03"W, a distance of 23.38 feet to an iron rod with G&R Cap found;
2. N72°50'54"W, a distance of 381.64 feet to an iron rod with G&R Cap found at the point of curvature of a curve to the right;
3. Along said curve to the right, having a radius of 150.00 feet, an arc length of 68.20 feet and a chord which bears N59°49'22"W, a distance of 67.62 feet to an iron rod with G&R Cap found at the end of said curve;
4. S25°18'13"W, a distance of 107.51 feet to an iron rod with G&R Cap found;
5. S82°50'52"W, a distance of 127.66 feet to an iron rod with G&R Cap found;
6. N64°10'20"W, a distance of 126.69 feet to an iron rod with G&R Cap found;
7. S25°49'40"W, a distance of 147.23 feet to an iron rod with G&R Cap found;
8. N64°10'20"W, a distance of 210.27 feet to an iron rod with G&R Cap found;
9. N25°21'50"W, a distance of 664.98 feet to a calculated point for the northwesterly corner of the herein described tract;

THENCE leaving the northerly line of said Lot 5 and continuing over and across said 580.2511 Acre Tract and said 1142.168 Acre Tract, the following eleven (11) courses:

1. N57°24'32"E, a distance of 100.27 feet to a calculated point;
2. N34°00'27"E, a distance of 61.55 feet to a calculated point;



3. N56°10'54"E, a distance of 15.16 feet to a calculated point;
4. N50°07'42"E, a distance of 101.75 feet to a calculated point;
5. N73°16'00"E, a distance of 63.34 feet to a calculated point at the point of curvature of a curve to the right;
6. Along said curve to the right, having a radius of 340.00 feet, an arc length of 155.81 feet and a chord which bears N00°11'36"E, a distance of 154.45 feet to a calculated point at the end of said curve;
7. S76°40'42"E, a distance of 70.00 feet to a calculated point at the point of curvature of a curve to the left;
8. Along said curve to the left, having a radius of 270.00 feet, an arc length of 343.68 feet and a chord which bears S23°08'39"E, a distance of 320.94 feet to a calculated point at the end of said curve;
9. S59°36'35"E, a distance of 165.83 feet to a calculated point at the point of curvature of a curve to the right;
10. Along said curve to the right, having a radius of 330.00 feet, an arc length of 131.41 feet and a chord which bears S48°12'06"E, a distance of 130.55 feet to a calculated point at the end of said curve;
11. N54°11'39"E, a distance of 77.61 feet to a calculated point in the westerly line of said Lot 3 for the northeasterly corner of the herein described tract;

THENCE continuing over and across said 580.2511 Acre Tract with the westerly line of said Lot 3, the following four (4) courses:

1. S08°16'35"W, a distance of 33.76 feet to an iron rod with G&R Cap found;
2. S20°24'32"E, a distance of 235.86 feet to an iron rod with G&R Cap found at the point of curvature of a curve to the left;
3. Along said curve to the left, having a radius of 103.10 feet, an arc length of 205.02 feet and a chord which bears S34°07'36"E, a distance of 172.87 feet to an iron rod with G&R Cap found at the end of said curve;
4. S65°22'29"E, a distance of 346.45 feet to the **POINT OF BEGINNING**, containing an area of 11.065 acres of land, more or less.


Phillip L. McLaughlin 12-16-14
Registered Professional Land Surveyor
State of Texas No. 5300

Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.
G&R Surveying Project No. 14423 Attachments: 14423_GR-BND.EX



LEGEND

- IRON ROD WITH G&R CAP FOUND
- △ CALCULATED POINT
- (W.C.) WILLIAMSON COUNTY
- (T.C.) TRAVIS COUNTY

LUCIUS B. JOHNSON
SURVEY 426, ABS. 449 (T.C.)

TRAVIS COUNTY

REMNANT OF
1142.168 AC. (TRACT 1)
LOOKOUT PARTNERS, L.P.
VOL. 13085, PG. 1927 (T.C.)
DOC. NO. 1997058697 (W.C.)

REMNANT OF 580.2511 AC.
LOOKOUT PARTNERS, L.P.
DOC. NO. 2012060021 (W.C.)

A. BITTICK
SURVEY 144, ABS. 859 (W.C.)

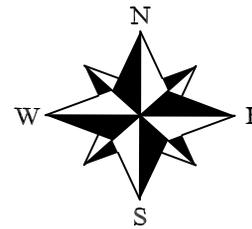
WILLIAMSON COUNTY

REMNANT OF 436.9248 AC.
TAYLOR MORRISON
DOC. NO. 2010094028 (T.C.)
DOC. NO. 2010043397 (W.C.)

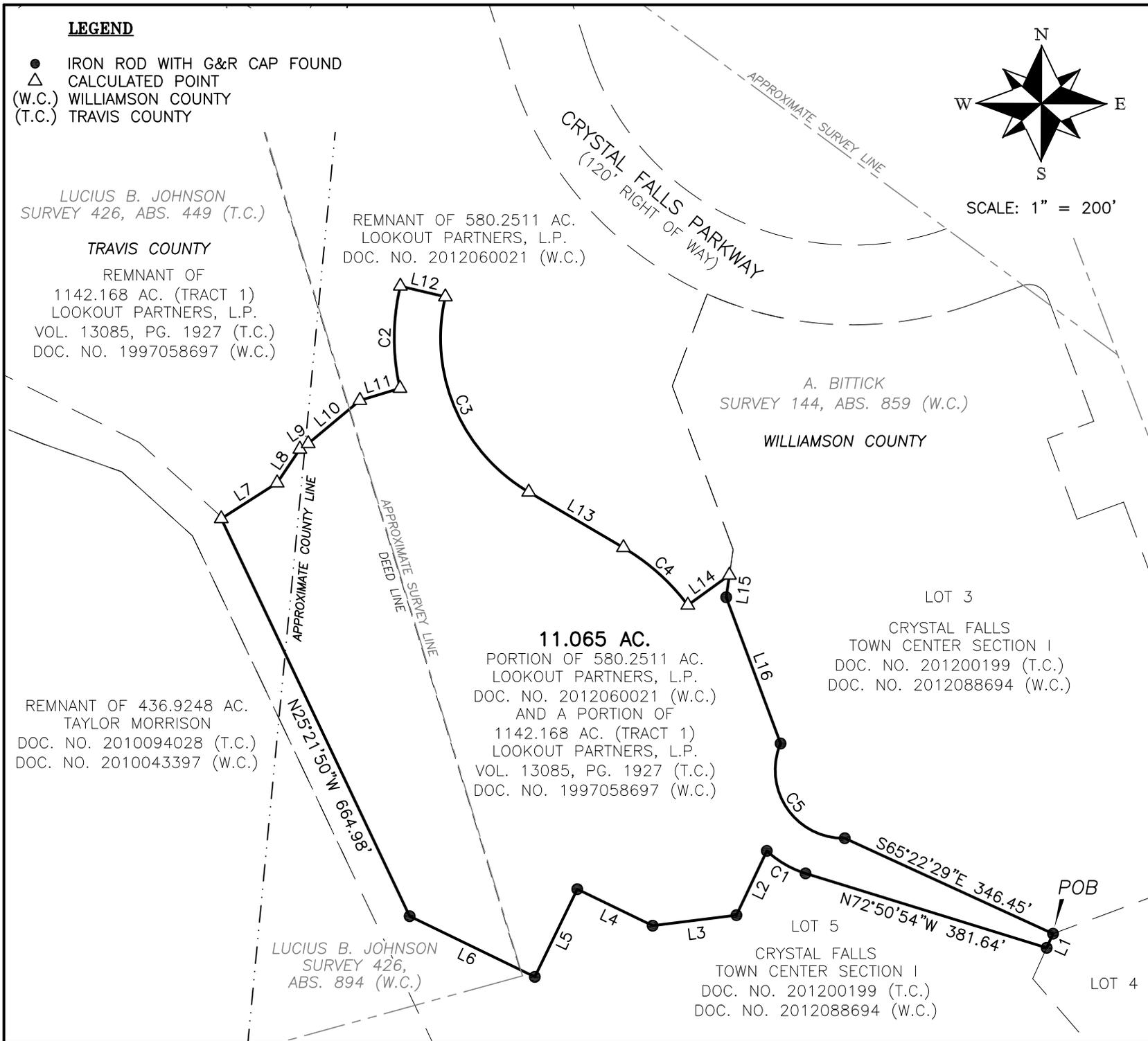
11.065 AC.
PORTION OF 580.2511 AC.
LOOKOUT PARTNERS, L.P.
DOC. NO. 2012060021 (W.C.)
AND A PORTION OF
1142.168 AC. (TRACT 1)
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VOL. 13085, PG. 1927 (T.C.)
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LOT 3
CRYSTAL FALLS
TOWN CENTER SECTION I
DOC. NO. 201200199 (T.C.)
DOC. NO. 2012088694 (W.C.)

LOT 5
CRYSTAL FALLS
TOWN CENTER SECTION I
DOC. NO. 201200199 (T.C.)
DOC. NO. 2012088694 (W.C.)



SCALE: 1" = 200'



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 14423_GR-BMD.DOC
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	1	2
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EXHIBIT

PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 14423
FILE: L:\14423\DWG\14423_GR-BASE
DATE: DECEMBER 16, 2014

11.065 ACRES OF LAND SITUATED IN WILLIAMSON AND TRAVIS COUNTY, TEXAS, OUT OF THE LUCIUS B. JOHNSON SURVEY 426, ABSTRACT 449, TRAVIS COUNTY, ABSTRACT 894, WILLIAMSON COUNTY AND THE A. BITTICK SURVEY 144, ABSTRACT 859, WILLIAMSON COUNTY, BEING A PORTION OF A 580.2511 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P., IN DOCUMENT NO. 2012060021, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PORTION OF A 1142.168 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P., IN DOCUMENT NO. 1997058697, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND IN VOLUME 13085, PAGE 1927, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FRM NO. 10032000

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S24°16'03"W	23.38'
L2	S25°18'13"W	107.51'
L3	S82°50'52"W	127.66'
L4	N64°10'20"W	126.69'
L5	S25°49'40"W	147.23'
L6	N64°10'20"W	210.27'
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L12	S76°40'42"E	70.00'
L13	S59°36'35"E	165.83'
L14	N54°11'39"E	77.61'
L15	S08°16'35"W	33.76'
L16	S20°24'32"E	235.86'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	26°03'05"	150.00'	68.20'	N59°49'22"W	67.62'
C2	26°15'23"	340.00'	155.81'	N00°11'36"E	154.45'
C3	72°55'53"	270.00'	343.68'	S23°08'39"E	320.94'
C4	22°48'59"	330.00'	131.41'	S48°12'06"E	130.55'
C5	113°55'53"	103.10'	205.02'	S34°07'36"E	172.87'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 14423_GR-BND.DOC
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET
2
2

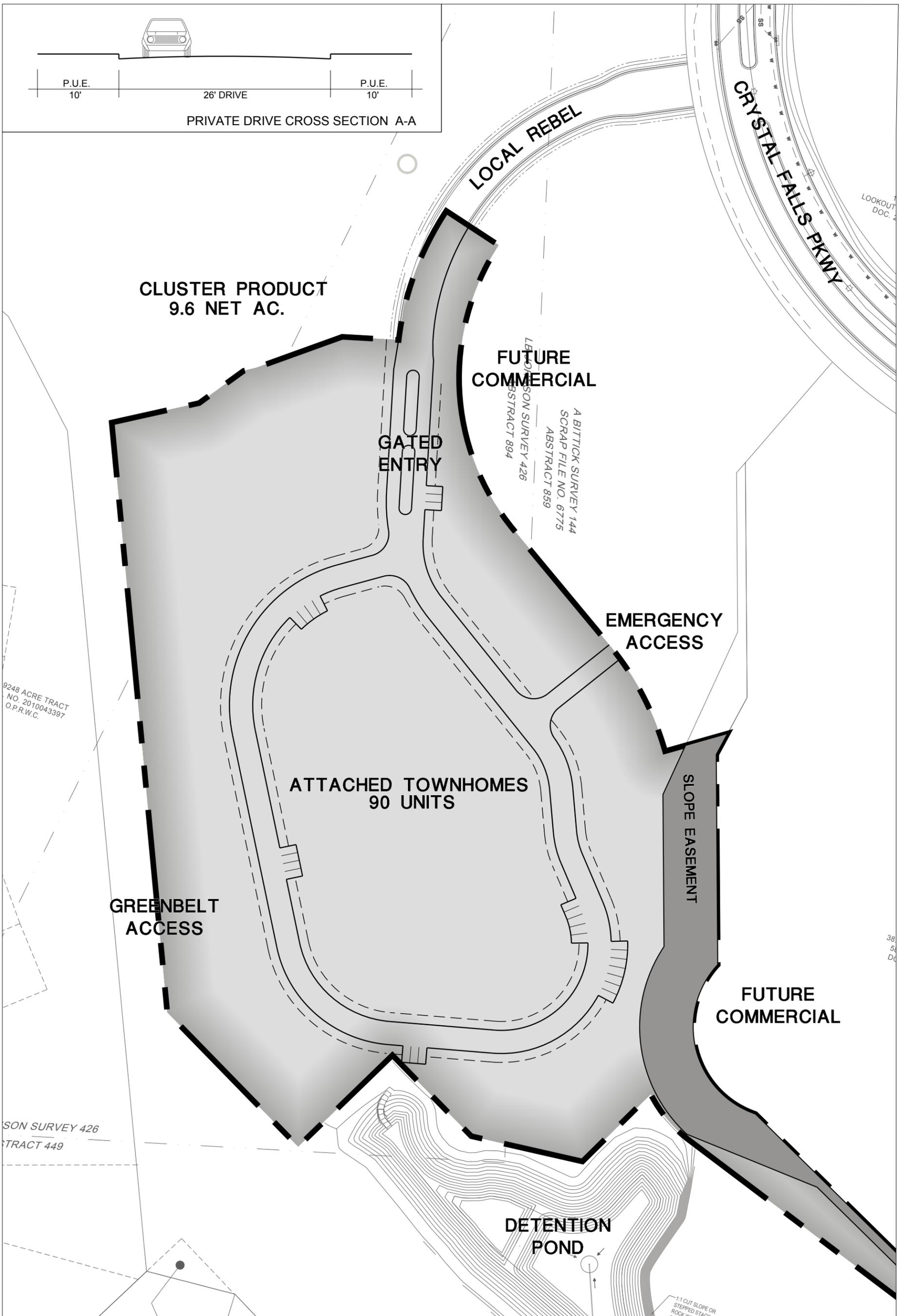
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 AUSTIN, TEXAS 78728
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 FIRM NO. 10032000



**CLUSTER PRODUCT
9.6 NET AC.**

**FUTURE
COMMERCIAL**

**GATED
ENTRY**

LEWIS & CLARK SURVEY 426
ABSTRACT 894
A BITTICK SURVEY 144
SCRAP FILE NO. 6775
ABSTRACT 859

**EMERGENCY
ACCESS**

**ATTACHED TOWNHOMES
90 UNITS**

SLOPE EASEMENT

**FUTURE
COMMERCIAL**

**GREENBELT
ACCESS**

**DETENTION
POND**



0 50 100 200

Scale: 1" = 100'
Date: March 10, 2015



SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
1.512.246.7003 • 1.512.246.7703
www.secplanning.com • info@secplanning.com

**CONCEPTUAL SITE LAYOUT
AND LAND USE PLAN**

CRYSTAL FALLS
LEANDER, TEXAS

SHEET FILE: T:\150002-NADE\Cadfiles\PLANNING\Submittals\March 2015 PUD\Exhibit C Land Use Plan.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



March 10, 2015

City of Leander Planning Department
104 N. Brushy Street
Leander, Texas 78641

Re: Crystal Falls Town Center Townhome Tract Letter of Intent

The Crystal Falls Town Center Townhome tract PUD is an 11 acre, attached residential product neighborhood located within the mixed use center of Crystal Falls. The proposed neighborhood is planned as attached townhomes with private streets. A range of building types is contemplated from 2 unit buildings up to 8 unit buildings. The private streets and variety of unit count buildings are proposed to provide flexibility in locating structures to uniquely fit within the existing topography and trees.

The neighborhood will be a privately gated community with open space surrounding the property on the south and west, a detached cluster housing development to the north and future commercial tract to the east.

In order to implement this unique product, a few minor deviations are requested from the traditional base zoning district:

- 26 foot private streets and gate for internal circulation
- Development Standards for attached unit sizes and setbacks for product developed as a single lot site plan as opposed to a traditional right of way and townhome lot subdivision
- Variety of unit configurations and blend of one car and two car garages with front and side entry
- Limit on the percentage of front facing garage applied to the entire building of attached units
- Modification to the number of off-street parking spaces requested

Thank you for your consideration of this application for PUD zoning. If you have any questions or comments on the project intent or development standards, please feel free to contact me at your convenience.

Sincerely,

Mark Baker
Principal

CRYSTAL FALLS TOWN CENTER TOWNHOMES

**City of Leander, Texas
PUD Planned Unit Development**

**Applicant: Natural Development
11612 FM 2244, Bldg. 1, Ste. 140
Austin, Texas 78738**

**Prepared by: SEC Planning
4201 W. Parmer Lane
Building A, Suite 220
Austin, Texas 78727
512.246.7003**

Exhibit A

Crystal Falls Town Center Townhomes Planned Unit Development

A. Purpose and Intent

The PUD is composed of 11.065 acres, as described in Exhibit B (Field Notes). The development of this property is planned as a high quality, attached townhome neighborhood.

The contents of this PUD further explain and illustrate the overall appearance and function desired for this neighborhood. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general neighborhood vision and design concept and is not intended to serve as a final site plan.

B. Applicability and Base Zoning

All aspects regarding the development of this PUD shall comply the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A.

For the purpose of establishing development standards for the PUD, a base zoning district has been selected from the Leander Composite Zoning Ordinance.

- *Base District: Multi Family MF-2-A*

The neighborhood within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD shall control.

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Exhibit C attached is a conceptual development plan intended to visually convey the design intent for the Crystal Falls Town Center Townhomes community. The design of the community is not final, and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

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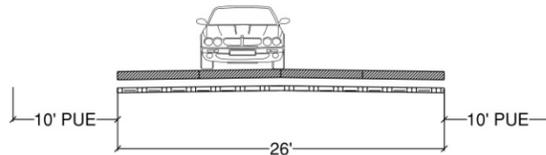
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Field Notes

Exhibit C



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8. N64°10'20"W, a distance of 210.27 feet to an iron rod with G&R Cap found;
9. N25°21'50"W, a distance of 664.98 feet to a calculated point for the northwesterly corner of the herein described tract;

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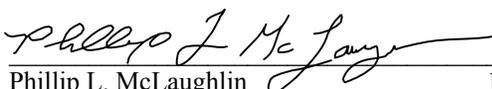
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3. N56°10'54"E, a distance of 15.16 feet to a calculated point;
4. N50°07'42"E, a distance of 101.75 feet to a calculated point;
5. N73°16'00"E, a distance of 63.34 feet to a calculated point at the point of curvature of a curve to the right;
6. Along said curve to the right, having a radius of 340.00 feet, an arc length of 155.81 feet and a chord which bears N00°11'36"E, a distance of 154.45 feet to a calculated point at the end of said curve;
7. S76°40'42"E, a distance of 70.00 feet to a calculated point at the point of curvature of a curve to the left;
8. Along said curve to the left, having a radius of 270.00 feet, an arc length of 343.68 feet and a chord which bears S23°08'39"E, a distance of 320.94 feet to a calculated point at the end of said curve;
9. S59°36'35"E, a distance of 165.83 feet to a calculated point at the point of curvature of a curve to the right;
10. Along said curve to the right, having a radius of 330.00 feet, an arc length of 131.41 feet and a chord which bears S48°12'06"E, a distance of 130.55 feet to a calculated point at the end of said curve;
11. N54°11'39"E, a distance of 77.61 feet to a calculated point in the westerly line of said Lot 3 for the northeasterly corner of the herein described tract;

THENCE continuing over and across said 580.2511 Acre Tract with the westerly line of said Lot 3, the following four (4) courses:

1. S08°16'35"W, a distance of 33.76 feet to an iron rod with G&R Cap found;
2. S20°24'32"E, a distance of 235.86 feet to an iron rod with G&R Cap found at the point of curvature of a curve to the left;
3. Along said curve to the left, having a radius of 103.10 feet, an arc length of 205.02 feet and a chord which bears S34°07'36"E, a distance of 172.87 feet to an iron rod with G&R Cap found at the end of said curve;
4. S65°22'29"E, a distance of 346.45 feet to the **POINT OF BEGINNING**, containing an area of 11.065 acres of land, more or less.


Phillip L. McLaughlin 12-16-14
Registered Professional Land Surveyor
State of Texas No. 5300

Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.
G&R Surveying Project No. 14423 Attachments: 14423_GR-BND.EX



LEGEND

- IRON ROD WITH G&R CAP FOUND
- △ CALCULATED POINT
- (W.C.) WILLIAMSON COUNTY
- (T.C.) TRAVIS COUNTY

LUCIUS B. JOHNSON
SURVEY 426, ABS. 449 (T.C.)

TRAVIS COUNTY

REMNANT OF
1142.168 AC. (TRACT 1)
LOOKOUT PARTNERS, L.P.
VOL. 13085, PG. 1927 (T.C.)
DOC. NO. 1997058697 (W.C.)

REMNANT OF 580.2511 AC.
LOOKOUT PARTNERS, L.P.
DOC. NO. 2012060021 (W.C.)

A. BITTICK
SURVEY 144, ABS. 859 (W.C.)

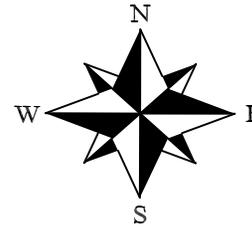
WILLIAMSON COUNTY

REMNANT OF 436.9248 AC.
TAYLOR MORRISON
DOC. NO. 2010094028 (T.C.)
DOC. NO. 2010043397 (W.C.)

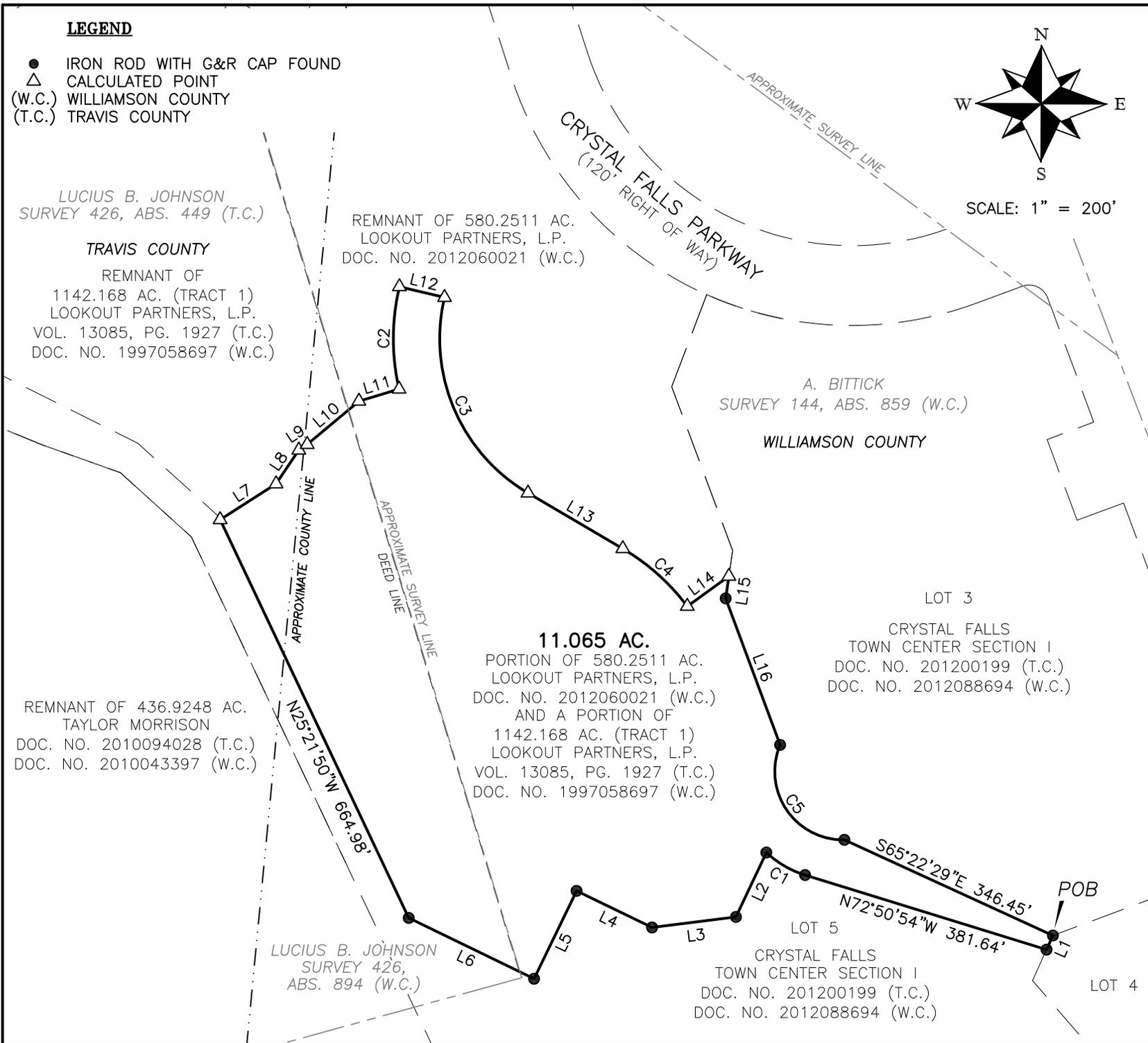
11.065 AC.
PORTION OF 580.2511 AC.
LOOKOUT PARTNERS, L.P.
DOC. NO. 2012060021 (W.C.)
AND A PORTION OF
1142.168 AC. (TRACT 1)
LOOKOUT PARTNERS, L.P.
VOL. 13085, PG. 1927 (T.C.)
DOC. NO. 1997058697 (W.C.)

LOT 3
CRYSTAL FALLS
TOWN CENTER SECTION I
DOC. NO. 201200199 (T.C.)
DOC. NO. 2012088694 (W.C.)

LOT 5
CRYSTAL FALLS
TOWN CENTER SECTION I
DOC. NO. 201200199 (T.C.)
DOC. NO. 2012088694 (W.C.)



SCALE: 1" = 200'



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 14423_GR-BMD.DOC
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	1	2
-------	---	---

EXHIBIT

PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 14423
FILE: L:\14423\DWG\14423_GR-BASE
DATE: DECEMBER 16, 2014

11.065 ACRES OF LAND SITUATED IN WILLIAMSON AND TRAVIS COUNTY, TEXAS, OUT OF THE LUCIUS B. JOHNSON SURVEY 426, ABSTRACT 449, TRAVIS COUNTY, ABSTRACT 894, WILLIAMSON COUNTY AND THE A. BITTICK SURVEY 144, ABSTRACT 859, WILLIAMSON COUNTY, BEING A PORTION OF A 580.2511 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P., IN DOCUMENT NO. 2012060021, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PORTION OF A 1142.168 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P., IN DOCUMENT NO. 1997058697, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND IN VOLUME 13085, PAGE 1927, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FRM. NO. 10032000

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S24°16'03"W	23.38'
L2	S25°18'13"W	107.51'
L3	S82°50'52"W	127.66'
L4	N64°10'20"W	126.69'
L5	S25°49'40"W	147.23'
L6	N64°10'20"W	210.27'
L7	N57°24'32"E	100.27'
L8	N34°00'27"E	61.55'
L9	N56°10'54"E	15.16'
L10	N50°07'42"E	101.75'
L11	N73°16'00"E	63.34'
L12	S76°40'42"E	70.00'
L13	S59°36'35"E	165.83'
L14	N54°11'39"E	77.61'
L15	S08°16'35"W	33.76'
L16	S20°24'32"E	235.86'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	26°03'05"	150.00'	68.20'	N59°49'22"W	67.62'
C2	26°15'23"	340.00'	155.81'	N00°11'36"E	154.45'
C3	72°55'53"	270.00'	343.68'	S23°08'39"E	320.94'
C4	22°48'59"	330.00'	131.41'	S48°12'06"E	130.55'
C5	113°55'53"	103.10'	205.02'	S34°07'36"E	172.87'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 14423_GR-BND.DOC
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET
2
2

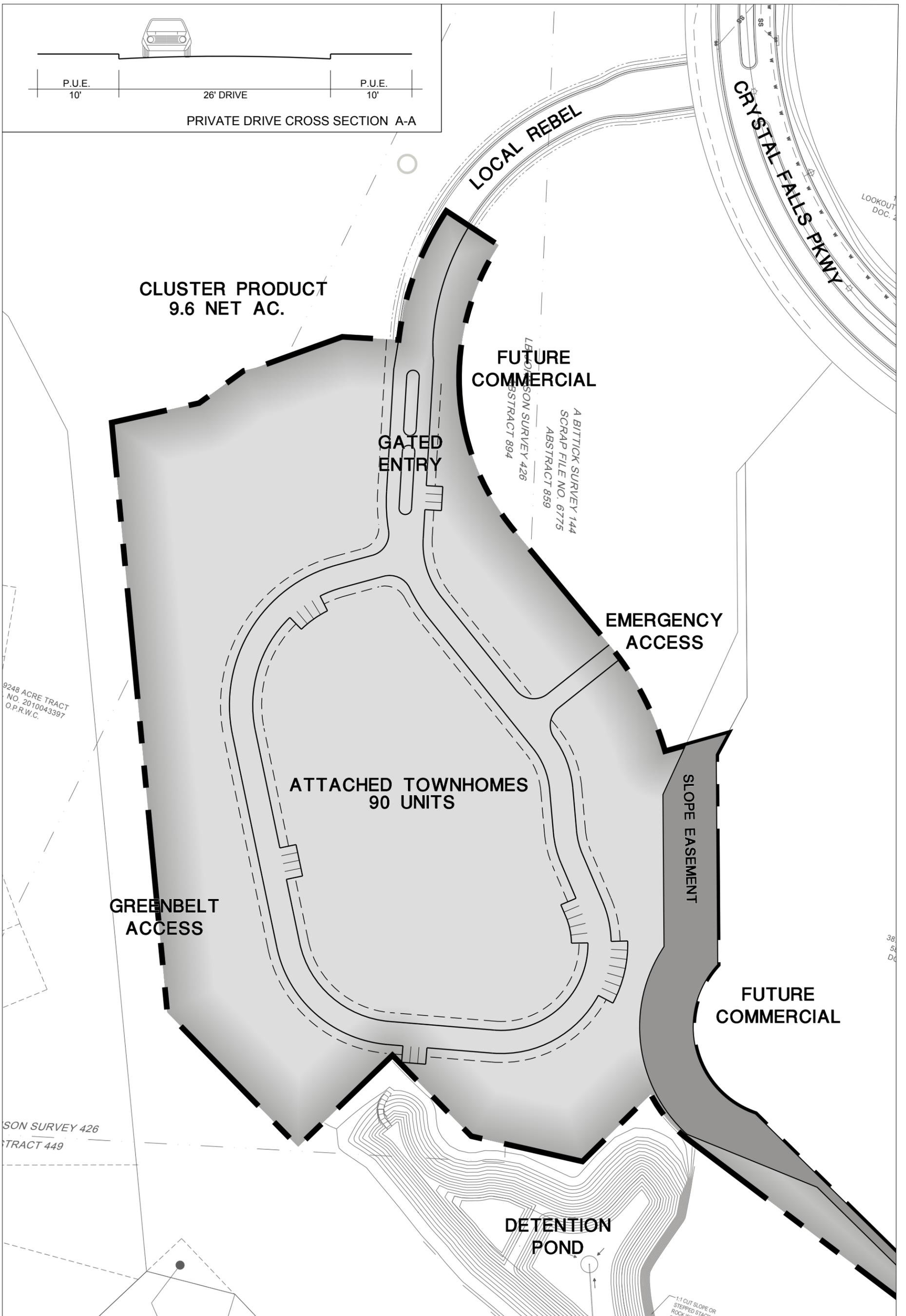
EXHIBIT

PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 14423
FILE: L:\14423\DWG\14423_GR-BASE
DATE: DECEMBER 16, 2014

11.065 ACRES OF LAND SITUATED IN WILLIAMSON AND TRAVIS COUNTY, TEXAS, OUT OF THE LUCIUS B. JOHNSON SURVEY 426, ABSTRACT 449, TRAVIS COUNTY, ABSTRACT 894, WILLIAMSON COUNTY AND THE A. BITTICK SURVEY 144, ABSTRACT 859, WILLIAMSON COUNTY, BEING A PORTION OF A 580.2511 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P. IN DOCUMENT NO. 2012060021, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PORTION OF A 1142.168 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P. IN DOCUMENT NO. 1997058697, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND IN VOLUME 13085, PAGE 1927, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS



SURVEYING, LLC
 1805 OUIDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 267-7430
 FAX: (512) 836-8385
 FIRM NO. 10032000



CONCEPTUAL SITE LAYOUT
AND LAND USE PLAN

CRYSTAL FALLS
LEANDER, TEXAS



0 50 100 200

Scale: 1" = 100'
Date: March 10, 2015

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SFT-2-A (SINGLE-FAMILY TOWNHOUSE) TO PUD (PLANNED UNIT DEVELOPMENT); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 11.065 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "B", generally located to the southwest of the corner of Crystal Falls Parkway and Lakeline Boulevard; legally described as 11.065 acres more or less out of the Lucius B. Johnson Survey and the A. Bittick Survey, more particularly described in Document Number 2012060021, Official Public Records of Williamson County, Texas, and identified by tax identification numbers R484293, R517839, and R096984; and in Document Number 5874404, Official Public Records of Travis County, Texas, and identified by tax identification number 823336.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFT-2-A (Single-Family Townhouse) to PUD (Planned Unit Development) known as the Crystal Falls Townhomes PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", and "C" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this

Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 18th day of June, 2015.
FINALLY PASSED AND APPROVED on this the 2nd day of July, 2015.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary



Executive Summary

July 2, 2015

Agenda Subject: First public hearing on the proposed annexation of a certain area of land being a 126.098 acre, more or less, tract of land located north of the South San Gabriel River and east of Ronald Reagan Blvd. in Williamson County, Texas, known as the Bradley tract.

Background: The City Council approved the resolution accepting the petition for voluntary annexation for the subject tracts at its May 7, 2015 meeting. The properties includes approximately 126.098 acres north of the South San Gabriel River and east of Ronald Reagan Blvd. The resolution set the two public hearings for July 2, 2015 and July 16, 2015. The first reading of the ordinance is scheduled for August 6, 2015 and the second and final reading is scheduled for August 20, 2015.

This is a voluntary annexation.

Origination: Applicants

Recommendation: Staff recommends conducting the first public hearing.

Attachments:

1. Annexation schedule
2. Location maps
3. Annexation resolution and service plan
4. Annexation petition

Prepared by: Tom Yantis, AICP
Assistant City Manager

6/5//2015

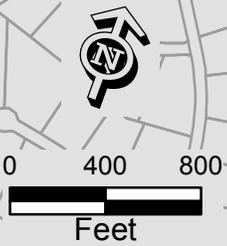
SCHEDULE FOR VOLUNTARY ANNEXATION
Bradley Tract +/- 126.098 Acres and Ironwood Tract +/- 13.8481 Acres

DATE	ACTION/EVENT	LEGAL AUTHORITY
May 7, 2015	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings July 2, 2015 and July 16, 2015 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By June 1, 2015	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
June 17, 2015** Publish notice of First Public Hearing and send school district notice	NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS ; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
July 1, 2015** Publish notice of Second Public Hearing	SCHOOL DISTRICT NOTICE (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
July 2, 2015*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
July 16, 2015*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date August 6, 2015*	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
August 20, 2015; Or at a special called meeting after the 1st First Reading	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Not more than 90 days after 1 st reading of Ordinance § 43.064.
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 	

*Dates in **BOLD** are **MANDATORY** dates to follow this schedule. Please advise if deviation.

**Newspaper notices to paper by 5p.m. the preceding Wednesday.

-  Subject Parcel
-  WCAD Parcel Boundaries
-  Leander City Limits
-  Leander ETJ



Note:
Some variations may exist between survey information and parcel database.

Subject Parcel

RONALD W REAGAN BLVD

BRADLEY RANCH RD

RIDGE VIEW DR

SANTA MARIA ST
LAGROTTA LN

CR 274

RONALD W REAGAN BLVD

OME TRL



Bradley - 126.098 Ac Voluntary Annexation

RESOLUTION NO. 15-007-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 126.098 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Williamson County, Texas, has petitioned the City of Leander, Texas, (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein (the “subject property”), into the City limits;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation;

WHEREAS, after review and consideration of such petition for annexation, the City Council finds that the property is exempt from the City’s annexation plan pursuant to § 43.052 (h)(2) of the *Local Government Code*; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

NOW, THEREFORE, BE IT RESOLVED 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. Proceedings. The petition for annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit “B”, submitted by Petitioner, are hereby accepted:

All those certain tracts or parcels of land being 126.098 acres, more or less, being part of the Greenleaf Fisk Survey, Abstract No. 5 and the Bartholomew Manlove Survey, Abstract No. 420, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of July 2, 2015 and July 16, 2015. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance 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 Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED this the 7th day of May, 2015.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

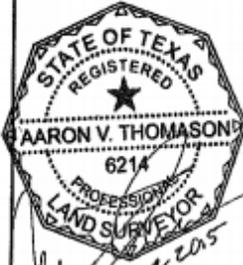
Christopher Fielder, Mayor

SKETCH TO ACCOMPANY FIELD NOTES

LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)

SCALE: 1" = 400'



MARY ANN GARLOCK
39.59 ACRES
VOL. 607, PG. 769

MARY ANN GARLOCK
13.630 ACRES
VOL. 607, PG. 769

DEVELOPMENT SOLUTIONS BRADLEY, LLC
153.768 ACRES
DOC. No. 2014071119

Line Table		
Line #	Length	Direction
L1	49.43	N68°49'57"E
L2	95.80	N71°32'07"E
L3	17.77	S20°17'54"E
L4	245.67	S20°09'08"E
L5	203.13	S20°24'26"E
L6	161.81	S20°40'57"E
L7	446.51	S20°27'36"E
L8	37.04	S13°11'35"E
L9	44.52	S19°19'06"E
L10	11.60	S28°08'12"E
L11	65.30	S21°25'04"E
L12	342.98	S20°50'26"E

N21°32'18"W 2890.02'

GREENLEAF FISK, ABSTRACT 5

126.098 ACRES

DEVELOPMENT SOLUTIONS BRADLEY, LLC
153.768 ACRES
DOC. No. 2014071119

BARTHOLOMEW MANLOVE SURVEY, ABSTRACT 420

APPROXIMATE LOCATION OF SURVEY LINE

POINT OF BEGINNING

WCO PRIMER 83, LP
36.82 ACRES
DOC. No. 2009031843

JOSEPH V. CRAWFORD AND
BETTY D. CRAWFORD
22.242 ACRES
VOL. 2556, PG. 44

S68°27'42"W 1974.05'

CITY OF GEORGETOWN
206.57 ACRES
DOC. No. 2013110216

APPROXIMATE LOCATION OF SURVEY LINE

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	675.84	1001.00	S89°07'22"E	663.08	351.37	38°41'03"

Carlson, Brigance & Doering, Inc.
 FIRM ID #P9791 REG. # 10024900
 Civil Engineering Surveying
 5004 West Wilcox Cannon Austin, Texas 78740
 Phone No. (512) 280-5160 Fax No. (512) 280-5165

PATH: J:\4731\SURVEY\FN-ANNEX.DWG

Exhibit “B”

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and

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

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

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

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty dollars (\$350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the

South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

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

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

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

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

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

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

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

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

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

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

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

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

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

and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

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

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

FILED, this ___ day of _____ 2015, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner: Development Solutions Bradley, LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 2015.

(SEAL)

Notary Public - State of Texas

Exhibit “A”

DESCRIPTION OF THE SUBJECT PROPERTY

+/- 126.098 ACRES

Exhibit “B”

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for

service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

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

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

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shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

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

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

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

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

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

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

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



Executive Summary

July 2, 2015

Agenda Subject: First public hearing on the proposed annexation of a certain area of land being a 13.8481 acre, more or less, generally located at the southeast corner of SH 29 and Ronald Reagan Blvd. in Williamson County, Texas, known as the Ironwood tract.

Background: The City Council approved the resolution accepting the petition for voluntary annexation for the subject tracts at its May 7, 2015 meeting. The properties include two tracts of land totaling approximately 13.8481 acres at the southeast corner of SH 29 and Ronald Reagan. The resolution set the two public hearings for July 2, 2015 and July 16, 2015. The first reading of the ordinance is scheduled for August 6, 2015 and the second and final reading is scheduled for August 20, 2015.

This is a voluntary annexation.

Origination: Applicants

Recommendation: Staff recommends conducting the first public hearing.

Attachments:

1. Annexation schedule
2. Location maps
3. Annexation resolution and service plan
4. Annexation petition

Prepared by: Tom Yantis, AICP
Assistant City Manager

1/7//2015

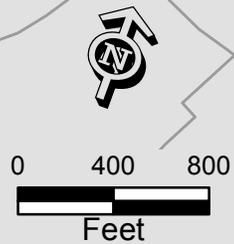
SCHEDULE FOR VOLUNTARY ANNEXATION
Bradley Tract +/- 126.098 Acres and Ironwood Tract +/- 13.8481 Acres

DATE	ACTION/EVENT	LEGAL AUTHORITY
May 7, 2015	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings July 2, 2015 and July 16, 2015 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By June 1, 2015	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
June 17, 2015** Publish notice of First Public Hearing and send school district notice	NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS ; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
July 1, 2015** Publish notice of Second Public Hearing	SCHOOL DISTRICT NOTICE (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
July 2, 2015*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
July 16, 2015*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date August 6, 2015*	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
August 20, 2015; Or at a special called meeting after the 1st First Reading	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Not more than 90 days after 1 st reading of Ordinance § 43.064.
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 	

*Dates in **BOLD** are **MANDATORY** dates to follow this schedule. Please advise if deviation.

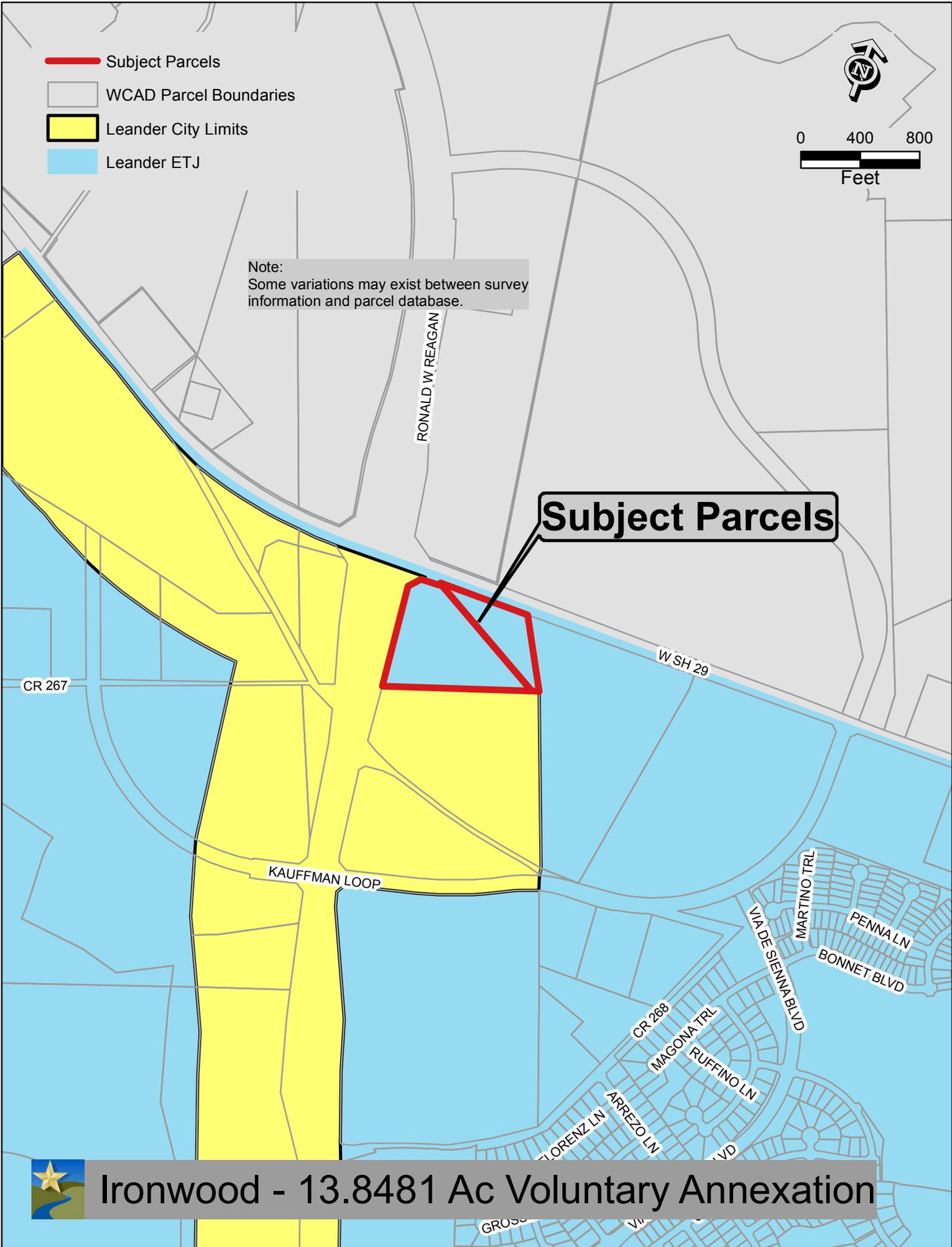
**Newspaper notices to paper by 5p.m. the preceding Wednesday.

-  Subject Parcels
-  WCAD Parcel Boundaries
-  Leander City Limits
-  Leander ETJ



Note:
Some variations may exist between survey information and parcel database.

Subject Parcels



Ironwood - 13.8481 Ac Voluntary Annexation

RESOLUTION NO. 15-006-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 13.8481 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Williamson County, Texas, has petitioned the City of Leander, Texas, (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein (the “subject property”), into the City limits;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation;

WHEREAS, after review and consideration of such petition for annexation, the City Council finds that the property is exempt from the City’s annexation plan pursuant to § 43.052 (h)(2) of the *Local Government Code*; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

NOW, THEREFORE, BE IT RESOLVED 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. Proceedings. The petition for annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit “B”, submitted by Petitioner, are hereby accepted:

All that certain tract or parcel of land being 10.2941 acres, more or less, situated in the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

All that certain tract or parcel of land being 3.555 acres, more or less, being part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of July 2, 2015 and July 16, 2015. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance 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 Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED this the 7th day of May, 2015.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit "A"

SUBJECT PROPERTY DESCRIPTION

10.2941 ACRES & 3.555 ACRES

Exhibit “B”

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties

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

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

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(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty

dollars (\$350.00) per living unit equivalent (the “System Reservation Fee”), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners’ respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City’s wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

WHEREAS, the undersigned is the owner of certain tracts of property located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

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

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

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

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

NOW THEREFORE, the undersigned by this Petition and Request:

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

All that certain tract or parcel of land being 10.2941 acres, more or less, situated in the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

All that certain tract or parcel of land being 3.555 acres, more or less, being part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

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

SECTION THREE: Acknowledges and represents having received, read and understood the attached “draft” Service Plan, attached hereto as Exhibit “B”, (proposed to be applicable to and adopted for the subject property) and that such “draft” Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

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

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

FILED, this ___ day of _____ 2015, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner – 10.2941 Acres

SEC 29/RR, LP, a Texas Limited Partnership

By: SEC 29/RR GP, LLC, a Texas Limited Liability Company, its General Partner

By: _____
Name: Scot W. Krieger
Title: Managing Member

Petitioner – 3.555 Acres

SWTWD, Ltd., a Texas Limited Partnership

By: 8833, GP, LLC, a Texas Limited Liability Company, its General Partner

By: _____
Name: Rodney D. Susholtz
Title: Sole Member

Devon Lea Susholtz 2001 Family Trust

By: _____
Name: Devon Susholtz
Title: Trustee

Ironwood Real Estate, LLC, a Texas Limited Liability Company

By: _____

Name: Scot W. Krieger

Title: Managing Member

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Scot W. Krieger, managing member of SEC 29/RR GP, LLC, a Texas limited liability company, general partner of SEC 29/RR, LP, a Texas limited partnership and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 2015.

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Rodney D. Susholtz, sole member of 8833, GP, LLC, a Texas limited liability company, general partner of SWTWD, Ltd., a Texas limited partnership and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 2015.

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Devon Susholtz, Trustee of the Devon Lea Susholtz 2001 Family Trust and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 2015.

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Scot W. Krieger, managing member of Ironwood Real Estate, LLC, a Texas limited liability company and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 2015.

(SEAL)

Notary Public - State of Texas

Exhibit “A”

DESCRIPTIONS OF THE SUBJECT PROPERTY

10.2941 ACRES & 3.555 ACRES

Exhibit “B”

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for

service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

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

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty dollars (\$350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that

will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

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

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

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

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

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

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

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

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

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

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

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

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

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



Executive Summary

July 02, 2015

Agenda Subject: Subdivision Case 14-TOD-CP-014: Hold a public hearing and consider action on the Leander Tract Concept Plan and designation of Transect Zones for approximately 11.2 acres, generally located to the north of Mel Mathis Avenue and RM 2243 on both the west and east sides, Leander, Williamson County, TX. Applicant:

Background: The City has adopted the SmartCode for properties located within the TOD. The SmartCode includes standards for the mix of uses, types and orientation of buildings, design of streets, location of parks and open spaces and architectural standards. In addition to the items required by the Subdivision Ordinance, the Concept Plan includes the proposed Pedestrian Sheds, Transect Zones, thoroughfares, and proposed Civic Space requirements (if any).

This property is located in the S1 General Sector which includes a total of 45.2 acres. Currently, the 15.83 acre property to the north is designated T4 Transect Zone (General Urban Zone) and there is 15.10 acres designated as the Civic Zone. The Community Unit Type is designated as TND (Traditional Neighborhood Design) and includes the T3 (Sub-Urban Zone), T4 (General Urban Zone), and T5 (Urban Center Zone) Transect Zones.

The proposal for this parcel includes 8.15 acres of the T4 Transect Zone and 3.05 acres of the T5 Transect Zone. The proposal falls within the range established for the required Transect Zone Percentages.

Origination: Applicant/Agent: Kristiana Alfsen on behalf of Sawtooth Enterprises, LTD.

Financial Consideration: None

Recommendation: This request complies with the SmartCode and the Subdivision Ordinance requirements. Staff recommends approval of the Concept Plan. The Planning and Zoning Commission unanimously recommended approval of the request at the June 25, 2015 meeting.

Attachments: 1. Concept Plan

Prepared By: Tom Yantis, AICP
Assistant City Manager

06/26/2015

Concept Plan Worksheet

This worksheet is a step-by-step guide to understanding how your parcel fits into the SmartCode and to exploring options for your parcel. This worksheet will assist in verifying compliance with the SmartCode. White fields populate automatically as information is added. Orange fields require input from applicant.

Name of Parcel: Leslie Parcel Ex. 2
Date: April 17, 2015

STEP 1. SECTOR MAP

Using the Sector Map, locate your parcel and input the requested information regarding the sector in which your parcel is located in the highlighted fields below:

Sector designation: S1
Total Area of Sector (in acres): 45.2

Existing Allocation of Transect Zones within the Sector:

T1/T2	0.00 acres
T3	0.00 acres
T4	15.83 acres
T5	0.00 acres
T6	0.00 acres
Civic Zone	15.10 acres

STEP 2. TABLE 2A

Using Table 2A from the SmartCode, input the requested information in the highlighted fields below:

Community Unit Type Designation: TND
Transect Zones: T3, T4, T5
Community Unit Area in Acres: 45

Required Transect Zone Percentages for this Community Unit:

T1/T2	0.00	to	50.00	% equals	0.00	to	22.60	acres
T3	10.00	to	30.00	% equals	4.52	to	13.56	acres
T4	30.00	to	60.00	% equals	13.56	to	27.12	acres
T5	10.00	to	30.00	% equals	4.52	to	13.56	acres
T6	0.00	to	0.00	% equals	0.00	to	0.00	acres
Civic Zone (Minimum)	5.00	% equals					2.26	acres

Remaining Transect Zone Allocation for this Community Unit:

T1/T2	0.00	to	22.60	acres
T3	4.52	to	13.56	acres
T4	-2.27	to	11.29	acres
T5	4.52	to	13.56	acres
T6	0.00	to	0.00	acres
Civic Zone			-12.84	acres

Note: A negative number in the first column simply indicates that the approved acreage for that zone is over the minimum. A negative Civic Zone number means the 5% minimum requirement has been met.

STEP 3A. YOUR PROPOSAL

Based on your intentions for the property input the requested information in the highlighted fields below:

Total Parcel Area: 11.2

Proposed Mix of Transect Zones for this Parcel:

T1/T2	0.00
T3	0.00
T4	8.15
T5	3.05
T6	0.00
*This number must equal the Total Parcel Area	11.2

Percentage of each Transect Zone relative to the total area for the Community Unit:

T1/T2	0.00
T3	0.00
T4	18.89
T5	6.78
T6	0.00

Note: These numbers must fall within the range found in the SmartCode (the orange boxes at the top of Step 2).

STEP 3B. YOUR PROPOSAL

Compare your Proposed Mix of Transect Zones with the Remaining Allocation for the Sector. The Proposed Mix must fall within the range of the Remaining Allocation. If your Proposed Mix of is within the remaining available for the Sector, the below chart will contain all positive numbers. And you may proceed with the Concept Plan. If negative numbers are below, please revisit your Proposed Mix.

Difference between Remaining Allocation and Proposed Mix:

T1/T2	22.60
T3	13.56
T4	4.09
T5	9.56
T6	0

OWNER:
 Sawtooth Enterprises LTD
 3202 Greenlee Dr
 Austin, Texas 78703-1622

Concept Plan Step by Step



1. Existing Parcel Boundary.



4. Existing (and Approved) Major Thoroughfares.



7. Proposed Primary Civic Space Maximum Distance.



2. Existing Sector Boundary.



5. Proposed Community Unit Boundary.



8. Proposed Transect Zone(s) for Parcel (and for the Sector if not already approved).



3. Approved Transect Zones within Sector Boundary.



6. Proposed Pedestrian Shed Boundary.



9. Proposed Primary Thoroughfare(s) for the Parcel.

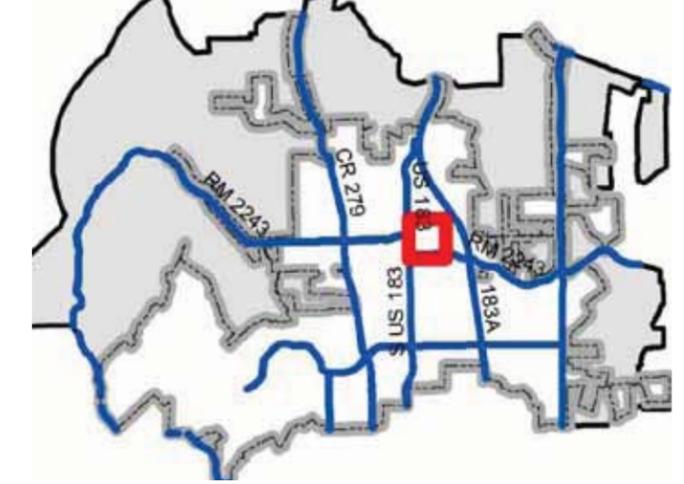
Concept Plan



Parcel Description

11.2 acres straddling the north side of the intersection of RM 2243 and Mel Mathis Avenue.

Map



Key

- T-1 Natural
- T-2 Rural
- T-3 Suburban
- T-4 General Urban
- T-5 Urban Center
- T-6 Urban Core
- SD Special District
- CB Civic Building
- Existing Parcel Boundary
- Existing Sector Boundary
- Existing (and approved) Thoroughfares
- Proposed Community Unit Boundary
- Proposed Pedestrian Shed Boundary
- Proposed Civic Space Maximum Distance
- Proposed Thoroughfares

<p>1 - R510026 Transit Village Investments Instrument #2006112794</p> <p>2 - R031324 Transit Village Investments Instrument #2006112794</p>	<p>3 - R036063 Henry Properties LLC & Betty Henry Trustee Instrument #2007105946</p> <p>4 - R036110 Willie Kopecky, Jr Instrument #2000083516</p>	<p>5 & 6 - R031236 & R031235 Brake Edward & Elizabeth Johnson; Carolyn Critz; Peggy Pickle; Southwestern Foundation; Zanzi James Trustee Instrument #2011001781</p>	<p>7 - R031325 Franklin House Book 1726, Page 947</p>
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ORDINANCE NO # _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE PLANNED UNIT DEVELOPMENT KNOWN AS THE TRANSIT ORIENTED DEVELOPMENT DISTRICT TO APPROVE A CONCEPT PLAN AND ADOPT TRANSECT ZONES T4 AND T5 FOR 11.2 ACRES OF LAND, LOCATED GENERALLY AT THE INTERSECTION OF RM 2243 AND MEL MATHIS AVENUE; FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property"), which is located in the planned unit development known as the Transit Oriented Development District (the "TODD"), Sector 1, and Community Unit TND, has requested that the transect zones T4 and T5 be adopted for the Property;

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 PUD plan 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;

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 the TODD Ordinance. Ordinance No. 14-042-00, as amended, the TODD Ordinance, is hereby modified and amended for the Property as set forth in Section 3.

Section 3. Transect Zones Adopted. The TODD Ordinance is hereby amended by adopting a concept plan and establishing transect zones T4 and T5 for that certain 11.2 acre parcel, located at the intersection of RM 2243 and Mel Mathis Avenue, in Leander, Williamson County, Texas, as more particularly shown and described in Exhibit A (the "Property"). The Concept Plan for the Property attached hereto as Exhibit A is hereby approved. Transect Zone T4 is hereby adopted for and shall apply to 8.15 acres of the Property as shown on Exhibit B, and Transect Zone T5 is hereby adopted for and shall apply to 3.05 acres of the Property as shown on Exhibit A.

Section 4. Recording Zoning Change. The City Council directs the Planning Director 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 5. 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 6. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 2nd day of July, 2015.

FINALLY PASSED AND APPROVED on this the 18th day of July, 2015.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

Consent Agenda

7. Plat Vacate Case 15-PV-001: Consider action on the vacation of Lot 1, Block A of the Old Town Village Section 1 Final Plat for 4.75 acres more or less; generally located approximately 520 feet west from the northeast corner of the intersection of S. West Dr. and Municipal Dr., Leander, Williamson County Texas. Applicant: Terry S. Reynolds on behalf of Leander Independent School District.
8. Subdivision Case 15-SFP-004: Consider action on the LISD Camacho Short Final Plat for 20.252 acres more or less; WCAD Parcel numbers R405146 and R399392; generally located approximately 520 feet west of the northeast corner of the intersection of S. West Dr. and Municipal Dr., Leander, Williamson County, Texas. Applicant/Agent: Terry S Reynolds on behalf of Leander Independent School District.

Motion made by Commissioner Schwendenmann to approve the consent agenda item seconded by Commissioner Saenz. Motion passed unanimously.

Public Hearing

9. **Subdivision Case 14-TOD-CP-014:** Hold a public hearing and consider action on the Leander Tract Concept Plan and designation of Transect Zones for approximately 11.2 acres, generally located to the north of Mel Mathis Avenue and RM 2243 on both the west and east sides, Leander, Williamson County, TX. Applicant: Applicant/Agent: Kristiana Alfsen on behalf of Sawtooth Enterprises, LTD.

a) Staff Presentation

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

b) Applicant Presentation

Bill Pohl explained the purpose of the concept plan.

c) Open Public Hearing

**Chairman Sokol opened the public hearing.
No one wished to speak.**

d) Close Public Hearing

Chairman Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Anderson moved to approve with staff recommendation, Commissioner Wixon seconded the motion. Motion passed unanimously.



Executive Summary

July 2, 2015

Council Agenda Subject: **Public Hearing** on An Ordinance Amending Sections of Chapter 10, Exhibit A, Governing Subdivisions, Article 13.02, Governing Water and Sewer Service, and Appendix A, Fee Schedule to Adopt a Connection Fee and System Reservation Fee for Areas to be Served Under the Wholesale Wastewater Service Agreement with the City of Liberty Hill; Providing for the Applicant to Pay the Cost of Liberty Hill Reviewing Plans for and Inspecting Certain Wastewater Infrastructure; Providing for Timing of Payment of the Fees; Amending Provisions Governing Construction Plans and Wastewater System Design Standards for Areas to be Served under the Liberty Hill Wholesale Wastewater Agreement; Providing for a Contract for Wastewater Service; and Providing for Related Matters

Action on an Ordinance Amending Sections of Chapter 10, Exhibit A, Governing Subdivisions, Article 13.02, Governing Water and Sewer Service, and Appendix A, Fee Schedule to Adopt a Connection Fee and System Reservation Fee for Areas to be Served Under the Wholesale Wastewater Service Agreement with the City of Liberty Hill; Providing for the Applicant to Pay the Cost of Liberty Hill Reviewing Plans for and Inspecting Certain Wastewater Infrastructure; Providing for Timing of Payment of the Fees; Amending Provisions Governing Construction Plans and Wastewater System Design Standards for Areas to be Served under the Liberty Hill Wholesale Wastewater Agreement; Providing for a Contract for Wastewater Service; and Providing for Related Matters

Background: On June 4, 2015, the City of Leander and City of Liberty Hill entered into a Wholesale Wastewater Services Agreement for provision of wholesale wastewater service by Liberty Hill to Leander within the area defined by the Agreement. In order to comply with and implement the wholesale wastewater agreement, the ordinance makes the following amendments:

- 1) Adopts the current Connection Fee and Systems Reservation Fee to be paid to Liberty Hill under the Agreement, and provides for the timing of payment of such fee.
- 2) Provides for the recovery of any inspection fees charged by Liberty Hill to inspect certain wastewater infrastructure from subdivision applicants.
- 3) Provides for Liberty Hill's review of certain wastewater infrastructure.

- 4) Provides for the more stringent of Liberty Hill's or Leander's design standards to apply to wastewater infrastructure.

More amendments may be forthcoming to address wastewater quality regulations.

Origination: Paige H. Saenz, City Attorney

Financial Consideration: TBD

Recommendation: Staff requests approval of the Ordinance Amending Sections of Chapter 10, Exhibit A, Governing Subdivisions, Article 13.02, Governing Water and Sewer Service, and Appendix A, Fee Schedule to Adopt a Connection Fee and System Reservation Fee for Areas to be Served Under the Wholesale Wastewater Service Agreement with the City of Liberty Hill; Providing for the Applicant to Pay the Cost of Liberty Hill Reviewing Plans for and Inspecting Certain Wastewater Infrastructure; Providing for Timing of Payment of the Fees; Amending Provisions Governing Construction Plans and Wastewater System Design Standards for Areas to be Served under the Liberty Hill Wholesale Wastewater Agreement; Providing for a Contract for Wastewater Service; and Providing for Related Matters

Attachments: Ordinance Amending Sections of Chapter 10, Exhibit A, Governing Subdivisions, Article 13.02, Governing Water and Sewer Service, and Appendix A, Fee Schedule to Adopt a Connection Fee and System Reservation Fee for Areas to be Served Under the Wholesale Wastewater Service Agreement with the City of Liberty Hill; Providing for the Applicant to Pay the Cost of Liberty Hill Reviewing Plans for and Inspecting Certain Wastewater Infrastructure; Providing for Timing of Payment of the Fees; Amending Provisions Governing Construction Plans and Wastewater System Design Standards for Areas to be Served under the Liberty Hill Wholesale Wastewater Agreement; Providing for a Contract for Wastewater Service; and Providing for Related Matters

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING SECTIONS OF CHAPTER 10, EXHIBIT A, GOVERNING SUBDIVISIONS, ARTICLE 13.02, GOVERNING WATER AND SEWER SERVICE, AND APPENDIX A, FEE SCHEDULE, TO ADOPT A CONNECTION FEE AND SYSTEM RESERVATION FEE FOR AREAS TO BE SERVED UNDER THE WHOLESALE WASTEWATER SERVICE AGREEMENT WITH THE CITY OF LIBERTY HILL OF THE LEANDER CODE OF ORDINANCES; PROVIDING FOR THE APPLICANT TO PAY THE COST OF LIBERTY HILL REVIEWING PLANS FOR AND INSPECTING CERTAIN WASTEWATER INFRASTRUCTURE; PROVIDING FOR TIMING OF PAYMENT OF THE FEES; AMENDING PROVISIONS GOVERNING CONSTRUCTION PLANS AND WASTEWATER SYSTEM DESIGN STANDARDS FOR AREAS TO BE SERVED UNDER THE LIBERTY HILL WHOLESALE WASTEWATER AGREEMENT; PROVIDING FOR A CONTRACT FOR WASTEWATER SERVICE; PROVIDING FOR SEVERABILITY, AN OPEN MEETING CLAUSE, AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Leander, Texas (the “City”), and the City of Liberty Hill, Texas (the “Liberty Hill”), entered into that certain Wholesale Wastewater Service Agreement dated effective as of June 4, 2015 (the “Wholesale Agreement”), in which Liberty Hill agrees to provide wholesale wastewater service to the City within the Wholesale Wastewater Service Area, as that area is defined in the Wholesale Agreement;

Whereas, the provision of wastewater service through the wholesale agreement promotes regionalization of utility services, which is encouraged by the Texas Commission on Environmental Quality, and reduces the number of wastewater treatment plants and on-site sewage facilities, which lessens the impact of such plants and sewage facilities on the environment; and

Whereas, it is reasonable and necessary for the City to amend its regulations governing wastewater service, wastewater infrastructure and wastewater fees, to provide wastewater service within the Wholesale Wastewater Service Area consistently with the Wholesale Agreement;

Whereas, the public health, safety and welfare will be served by amending said regulations as provided herein; and

Whereas, it is necessary to establish fees and charges for the purpose of recovering the cost and expense of providing utility services to customers of the City within the Wholesale Wastewater Service Area;

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

Section 1. Findings of Fact. The findings and recitations set out in the preamble of this Ordinance are found to be true and correct, and that they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Addition of Definition of “Wholesale Wastewater Service Area” and “Wholesale Wastewater Agreement” to the Subdivision Ordinance. Section 1 Exhibit A, Chapter 10 (the “Subdivision Ordinance”) of the City of Leander Code of Ordinances (the Code”) is hereby amended by adding a definition for “Wholesale Wastewater Service Area” and “Wholesale Wastewater Agreement” to read as follows:

Wholesale Wastewater Agreement means that certain Wholesale Wastewater Service Agreement dated effective as of June 4, 2015, between the City of Leander and the City of Liberty Hill, as amended from time to time.

Wholesale Wastewater Service Area means the area shown and defined in Exhibit A of the Wholesale Wastewater Service Agreement, as the Exhibit may be amended from time to time.

Section 3. Amendment of Section 23, Subdivision Ordinance. Section 23(d) of the Subdivision Ordinance is hereby amended by adding subsection (6) to read as follows:

(d) For projects located within the Wholesale Wastewater Service Area, the Construction Plans shall be provided to the City of Liberty Hill for review of certain wastewater infrastructure for compliance with this Ordinance and the Wholesale Wastewater Agreement. The applicant shall be responsible for any additional information required or for addressing any comments provided by the City of Liberty Hill for the necessary approvals.

Section 4. Amendment of Section 28(g)(4)(ii), Subdivision Ordinance. Section 28(g)(4)(ii), Subdivision Ordinance, is hereby amended in its entirety to read as follows:

(ii) Three (3) copies of record drawings have been submitted to and approved by the City Engineer, along with a statement prepared by a licensed professional engineer that all improvements have been installed and constructed in accordance with the submitted record drawings; **provided that applicants subdividing property in the Wholesale Wastewater Service Areas shall submit four (4) copies of such records drawings.**

Section 5. Amendment of Section 44(b)(7), Subdivision Ordinance. Section 44(b)(7) of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

(7) All wastewater systems shall be designed and constructed to comply with all applicable rules, regulations and policies of the entity that will provide wastewater service to the development. **With respect to wastewater systems and infrastructure located within the Wholesale Wastewater Service Area, the systems and infrastructure will be designed and constructed to comply with the more stringent of the City of Leander’s design standards or the City of Liberty Hill’s design**

standards. Prior to submitting construction plans, the applicant shall meet with the City Engineer regarding the Liberty Hill design standards that will be applicable.

Section 6. Amendment of Section 44, Subdivision Ordinance. Section 44 of the Subdivision Ordinance, is hereby amended by adding subsection (c) to read as follows:

(c) At the time of submission of a preliminary plat application, applicants subdividing property located within the Wholesale Wastewater Service Area will pay the System Reservation Fee set forth in Article A7.009.

Section 7. Amendment of Section 13.02.081. Section 13.02.81 of the Code, is hereby amended in its entirety to read as follows:

Sec. 13.02.081 Connection required; application for service; payment of impact fee

(a) Connection required; application. All residential and commercial structures located within the corporate boundaries of the city, and which meet the conditions specified in subsection (c) below, shall be required to connect to the city's sewer facilities and discontinue use of any other wastewater disposal system upon ninety (90) days from the effective date of this division. Applications for service shall be made by a person or persons at least eighteen years of age; provided that an emancipated minor may make application for service upon providing adequate proof of emancipation. **The application shall include a contract in a form provided by the City setting forth the terms and conditions upon which the City will provide wastewater service and in which the applicant shall agree to abide by all regulations of the city relating to such services.** If such connection is not made within the time period herein specified, the city may disconnect water service to such structure and pursue other available legal remedies to compel such connection.

(b) Payment of impact fee. Prior to connection, the owner of record of the property shall pay a community impact fee as required under Ordinance No 90-009-00 or any successor ordinance or amendment thereto.

(c) **Payment of System Reservation Fee and Connection Fee. Customers within the Wholesale Wastewater Service Area, as that area is defined in Section 1 of the Subdivision Ordinance, shall pay the Connection Fee as required under Article A7.000, as amended from time to time.**

(d) Applicability of connection requirement. A residential or commercial structure shall be required to connect to the city's sewer service if the following conditions are met:

(1) The city sewer line is located at an elevation such that the wastewater from the entity will flow from the entity's outfall line to the city sewer line by gravity with a slope of at least 0.5 feet per one hundred (100) feet; and

(2) The nearest point (vertical wall) of the residential or commercial structure is within three hundred (300) feet of the closest common property line between the property owner and city right-of-way or easement on which the sewer line is located.

(e) Enforcement.

(1) The city manager, or designee, shall make written demand by certified and regular first class mail delivery upon the owner and every lienholder of any residential or commercial structure that is required to connect to the city's sewer facilities as determined above, that such structure be connected to the city's sewer system within thirty (30) days of receipt of such demand.

(2) If the structure is not connected to the city sewer system within thirty (30) days after written notice is given to the owner, the city manager may in his/her discretion file a complaint against the owner of the structure for violation of the provisions of this division. Upon a conviction of a violation of any provision of this section, the owner of the structure shall be deemed guilty of a misdemeanor and shall be fined in accordance with the general penalty provision found in [section 1.01.009](#) of this code. Each day a violation occurs shall constitute a separate and distinct offense.

(3) If the city manager files a complaint pursuant to subsection (2) above, the city manager shall send notice of the filing of such complaint to the owner and all lienholders of record at their last known address by certified and regular first class mail.

(4) The penalty and enforcement procedures specified in this section shall be repeated until such time as the structure is connected to the city sewer system

Section 8. Amendment of Section A3.003, Subdivision Fees. Section A3.003, Appendix A, of the Code, is hereby amended by adding subsection 16 to read as follows:

(16) Review and Inspection Fees for review of construction plans and inspection of wastewater infrastructure by Liberty Hill within the Wholesale Wastewater Services Area: Actual cost billed to Leander by Liberty Hill

Section 9. Amendment of Article A7.000, Utility Rates and Charges. Article A7.000, Appendix A, of the Code, is hereby amended by adding Section A7.009, entitled Wholesale Wastewater Service Area, to read as follows:

A7.009 Wholesale Wastewater Service Area

(1) A System Reservation Fee in the amount of \$350 per LUE, according to the LUE chart adopted by Ordinance No. _____, set forth in this section shall be paid at the time of submission of an application for approval of a preliminary plat for property located in the Wholesale Wastewater Service Area, as that area is defined in Section 1 of the Subdivision Ordinance. The payment of the System Reservation Fee will guarantee

capacity in the Liberty Hill wastewater treatment plant and will fix the Connection Fee to the amount in effect at the time of payment of the System Reservation Fee.

(2) A Connection Fee in the amount set forth in this section shall be paid at the time that an application for a building permit is submitted, or for land for which a building permit is not required, at the time that an application for connection to the City's wastewater system is submitted for a property located in the Wholesale Wastewater Service Area, as that area is defined in Section 1 of the Subdivision Ordinance:

- (a) \$1550 per LUE, according to the LUE chart adopted by Ordinance No. ____ and on file with the City Secretary's office; provided that if System Reservation Fees were paid in connection with a preliminary plat for the subdivision in which the property is located, the Connection Fee shall be \$1200 per LUE.
- (b) For those properties connecting to the one of the Lift Stations, as that term is defined in the Wholesale Wastewater Services Agreement between the City of Leander and the City of Liberty Hill dated effective as of June 4, 2015, an additional Connection Fee of \$1400 per LUE according to the LUE chart adopted by Ordinance No. ____ and on file with the City Secretary's Office.

Section 10. Adoption of LUE Chart Applicable with the Wholesale Wastewater Service Area. The LUE Chart attached hereto as Exhibit A is hereby adopted, and shall govern the calculation of Connection Fees and System Reservation Fees set forth in Section A7.009, Appendix A, applicable to property located within the Wholesale Wastewater Service Area, as that area is defined in Section 1 of the Subdivision Ordinance.

Section 11. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision, utilities, and utility fees which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 12. Effective Date. This Ordinance shall be in full force and effect after final passage and publication in the manner required by the Texas Local Government Code and the Charter.

Section 13. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any section, paragraph, sentence, clause or phrase of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid section, paragraph, sentence, clause or phrase. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect

without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 14. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was 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, Texas Government Code, Chapter 551.

PASSED AND APPROVED on this ____ day of _____, 2015.

ATTEST:

CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

EXHIBIT A



Executive Summary

July 02, 2015

Agenda Subject: Discussion and possible action to approve the second assignment of the Development and Annexation Agreement with Ewing Development Co, LLC to John Lloyd/JL Development, Inc.

Background: The City Council approved the development and annexation agreement with RMD Holdings relating to the development of 150.2 acre tract along CR 280 on September 19, 2013. The City Council approved the assignment of the development and annexation agreement to Ewing Development Company, LLC. The Ewing Development Company, LLC has requested that the agreement be assigned to John Lloyd/JL Development, Inc.

Origination: Applicant: Ewing Development Company, LLC and John Lloyd/JL Development, Inc.

Recommendation: Staff recommends approval of the assignment.

Attachments:

1. Assignment Assumption Request
2. Original Development Agreement
3. Development Agreement – 1st Assignment
4. Development Agreement – 2nd Assignment
5. Location Exhibit

Prepared By: Tom Yantis, AICP
Assistant City Manager

06/26/2015

**EWING
DEVELOPMENT COMPANY, LLC**

February 4, 2015

Mr. Tom Yantis, AICP
Director of Development Services
City of Leander
P.O. Box 319
Leander, Texas 78646

Tom:

Ewing Development Company, LLC agrees to the assignment of the Development and Annexation Agreement for the Ewing Development Company, LLC Tract to John Lloyd/JL Development, Inc. 4720-Rockcliff Road, Austin, Texas 78746.

Sincerely,



Timothy E. Haynie, President
Ewing Development Company, LLC

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**DEVELOPMENT AND ANNEXATION AGREEMENT
FOR THE EWING DEVELOPMENT, LLC TRACT**

This Development Agreement for the Haynie Tract (the "Agreement") is made and entered into, effective as of the 30th day of ~~September~~ 2013, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **RMD Holdings, LP** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Article I. Purpose; Consideration.

1.01. The Developer has under contract the right to purchase that certain 150.2, more or less, acre tract located in Williamson County, Texas, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property as a single-family residential subdivision in accordance with the development standards for the SFR-2-A zoning district (the "Subdivision") and to provide for certain modifications to the City's development regulations as set forth herein. The City desires to contract with the Developer to oversize an internal water line for the Subdivision as provided in Article III to serve City customers outside of the Subdivision, with the City rebating water impact fees to the Developer as provided herein to offset the costs incurred by the Developer to oversize the water line.

1.02. Developer will benefit from the certainty and assurance of the development regulations applicable to the development of the Subdivision as provided herein and to the extent consistent with the law and by virtue of the services that will be made available to the Subdivision pursuant to the terms of this Agreement and the municipal services plan. The City will benefit from this Agreement by virtue of its control over the development standards for the Property, annexation of the Property, and the oversizing of water infrastructure as provided herein.

1.03. The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Article II. Term; Termination.

2.01. The term of this Agreement shall be ten (10) years from the Effective Date hereof, subject to earlier termination as provided in this Agreement.

2.02. The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that, subject to the provisions in 13.01 herein, the City may terminate this Agreement if Developer fails to comply with this Agreement or fails to meet any deadlines imposed by this Agreement or the City's ordinances.

Article III. Water Line Project

3.01. The Project consists of the construction, installation, and extension of a water line (the "Water Line") through the subdivision, oversized from the diameter required by the City for the Subdivision to 16-inches in diameter for serving the surrounding areas from the City's 24-inch water line located in the right-of-way of CR 280 opposite the access road to the CR 280 Elevated Storage Tank to the northwest intersection of the future Lakeline Boulevard, along the route approved by the City and generally shown in Exhibit B (the "Project"). The Project includes the water line and those facilities and equipment required for the water line to function efficiently, to provide service to the Property and the surrounding areas, and to comply with all applicable state and local rules, regulations and standards and good design and engineering practices. Water service taps to serve lots and irrigation services within the Property may be connected to the 16 inch water line so long as they are permitted by the City in compliance with its applicable ordinances governing water service connections.

3.02. Developer shall design, construct, install and obtain City acceptance of the Project in accordance with the terms and conditions of this Agreement. The Project may be built in phases that correspond with the phases of the Subdivision that are approved by the City, so that the portion of the Project located in a particular phase may be built at the time of construction of that phase of the Subdivision, provided that the Project shall be completed within ten years of the Effective Date. In addition, The Developer shall grant the City an easement, in a form substantially similar to that attached hereto as Exhibit H, granting the City the right to enter upon the Property to construct, maintain, and repair the Project in the event the Developer fails to complete the Project in accordance with this Agreement. Nothing in this Agreement or Exhibit H shall obligate the City to construct or complete the Project.

Article IV. Project Engineer; Bidding of Project

4.01. Gray Engineering, Inc. ("Project Engineer") will act as engineer for the Project, and Project Engineer will prepare the design, construction plans and specifications, and supporting documentation for the Project in accordance with good engineering practices, the design and construction standards of all applicable state and local regulations and this Agreement. Project Engineer will work and coordinate with the City Engineer to obtain the timely review and approval by the City Engineer and the Director of Development Services of the design, plans, specifications and construction of the Project. Developer shall be responsible for ensuring that the Project Engineer complies with the terms of this Agreement, including with regard to the responsibilities assigned to Engineer herein. Developer may change the Project Engineer at Developer's discretion with written notification to the City.

4.02. The Project Engineer will solicit and receive private bids on the City approved design, plans and specifications for the Project, or the phase of the Project to be constructed, and recommend the lowest qualified bidder/contractor to Developer and the City. The Project will be

bid and constructed under the same contract as the Subdivision Improvements (defined in Section 8.01), or portions thereof if the Project is being constructed in phases as described in Section 3.02, that will be dedicated to the City (the "Public Improvements"). The request for bid proposals will require bidders to submit a Base Bid for the Water Line sized at a diameter required by the City to serve the Subdivision at full build out and an Alternate Bid for a 16 inch Water Line together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Project. The City Engineer shall evaluate the bids for the Base Bid and Alternate Bid to determine whether the bids are fair, balanced and include only costs attributable to the Project prior to making a recommendation of bid award. Any unbalanced or skewed bids or bids including costs not attributable to the Project, as determined by bid tabulations will be appropriately corrected or rejected by the City. The City Engineer may also reject the bids if, in the City Engineer's opinion, the bids for the Project are too high, and require the Project to be rebid. The City Engineer shall reject the bids if the Reimbursable Costs for the Project (defined in Section 5.02) exceed thirty percent (30%) of the total bid for the Public Improvements. Developer will contract for the construction of the Project and the City will rebate Water Impact Fees as provided in Article X below that are paid by: (a) Developer and third parties for retail water service to lots and tracts within the Property; and (b) by third parties that obtain City water utility service for other land and developments by making a direct connection to the Project. The aggregate total of such rebates shall be up to but shall not exceed the Reimbursable Costs for the Project as competitively bid and constructed by Developer.

4.03. Prior to proceeding with the Project, the Developer shall submit to the City a performance bond, or performance bonds, as appropriate, that comply with Chapter 10 of the City's Code of Ordinances (the "Subdivision Ordinance") and Chapter 2253, Texas Government Code, as amended, to guarantee completion of the Project.

Article V. Cost of the Project; Reimbursable Costs

5.01. Developer shall contract for, fund and pay for the design, bidding, contract negotiation, installation and construction of the Project and shall be entitled to rebates, as provided in Article X below, of up to one hundred percent (100%) of the Reimbursable Costs (defined in Section 5.02 below) from the City, based on the oversizing of the water line, as provided in Section 4.01 and Section 4.02 above, subject to the provisions and limitations set forth in this Agreement. The 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; except that that Developer shall be eligible to receive water impact fee rebates up to the amount of the Reimbursable Costs for the portion of the Project that is being oversized as provided in Articles IV, V, and X of this Agreement.

5.02 The "Reimbursable Costs" for the Project, shall be:

- (a) the mathematical difference between the dollar amount of the approved Base Bid and the dollar amount of the approved Alternate Bid; and

- (b) the reasonable and approved total cost of the following related to the Project:
 - i. a dollar amount equal to $0.1225 \times$ [the agreed mathematical difference calculated pursuant to Section 5.02(a) above].

Article VI. Annexation

6.01. All portions of the Property that are not in the city limits as of the Effective Date (the "ETJ Property") will be annexed into the corporate limits of the City in accordance with the provisions of this Agreement, subject to the discretion of the City Council of the City and compliance with the applicable notice and hearing requirements. The petition executed by owner of the Property (the "Owner") and the Developer and requesting annexation of the Property is attached hereto as Exhibit "C", and the municipal services plan for such annexation is attached hereto as Exhibit "D" (the "Municipal Services Plan"). Owner and Developer accept the municipal services plan as good, sufficient and acceptable.

Article VII. Land Use; Concept Plan Approval.

7.01. The Concept Plan attached hereto as Exhibit E is hereby approved.

7.02. The application for zoning of the Property will be to zone the Property as SFR-2-A. It is the intent of the City to zone the Property for a single-family rural development as reflected in the Concept Plan. The zoning of the Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City. If the City does not zone the Property as SFR-2-A, unless Developer substantially amends or abandons the Concept Plan, defaults under this Agreement, or permits the Concept Plan to expire, the ETJ Property shall be and remain entitled to be developed in accordance with the development standards set forth in this Agreement, including, but not limited to, densities and uses permitted in the SFR-2-A zoning district. The Developer shall seek a rezoning for the property located in the City limits as of the Effective Date in order for it to be developed in accordance with the development standards for the zoning designation SFR-2-A.

Article VIII. Development of the Subdivision

8.01. Developer will finance, design, construct and install all required water facilities, streets, drainage facilities and other utilities, amenities and improvements within the Property, or outside the boundaries of the Property, at Developer's sole cost and expense (collectively the "**Subdivision Improvements**"). Developer shall plan, plat, build-out, and complete development and construct and install the Subdivision Improvements in compliance with good design and engineering practices, the applicable federal and state laws, rules and regulations, the Concept Plan, the City Charter, Code of Ordinances and the rules and regulations of the City, this Agreement, and the environmental regulations otherwise applicable to the Property, as amended from time to time. The ETJ Property shall additionally be developed in compliance with the land uses and development standards for zoning district SFR-2-A.

8.02. Developer shall pay a fee in lieu of compliance with the Roadway Adequacy Standards of the Subdivision Ordinance for County Road 280 and Lakeline Boulevard. The fee shall be \$500.00 per lot and will be due prior to final plat approval, and payment of said fee shall be a condition of final plat approval. Developer shall dedicate the right-of-way required by the City's Roadway Plan for all internal and boundary streets. In addition to the right-of-way dedication and per lot fee, the Developer shall be responsible for improvements to County Road 280 as described in Exhibit "G" attached hereto.

8.03. Developer may build temporary turn-arounds at the end of internal streets within what will be the future right-of-way of Lakeline Blvd., which shall be constructed in accordance with the standards set forth in the City's codes and regulations and as required by the City's Fire Chief, at the end of internal streets that will tie onto the future Lakeline Blvd. The turn-arounds shall be removed and replaced with full intersections with Lakeline Blvd. at the time Lakeline Blvd. is extended to encompass these internal street intersections. The cost and performance of the removal of the turn-arounds shall not be Developer's responsibility and shall be included as a component of the project to extend Lakeline Blvd.

8.04. The City will allow Pedernales Electric Cooperative ("PEC") to install a 3-phase underground electric line and all necessary appurtenances, in the right-of-way of the north side of County Road 280 from Bagdad Road to the Property, and adjacent to the Property, in a location acceptable to PEC and the City. The City shall not require PEC to bear the cost of relocating the line, if relocation is required, and shall confirm that PEC is not required to bear such costs in writing if requested. Upon execution of this Agreement, the City shall, within thirty (30) days, sign and transmit to PEC a letter in the form attached hereto as Exhibit I.

8.05. Developer shall construct an eight-foot wide sidewalk adjacent to the Property on the north side of County Road 280 in accordance with plans and specifications approved by the City and applicable state and local regulations and good engineering practices (the "Sidewalks"). The cost for constructing the Sidewalks shall be credited towards Developer's parkland improvement fee obligation on a dollar-for-dollar basis. The amount credited shall be based on the actual construction costs of the Sidewalk, and the Developer shall provide documentation that is acceptable to the City that supports the amounts paid by Developer for the construction of the Sidewalks. To receive credit, the Sidewalks must be constructed prior to City approval of the final plat for each phase of development of the Subdivision that includes all or a portion of the Sidewalks.

Article IX. Additional Agreements and Performance

9.01. The City hereby agrees:

- (a) to coordinate with Engineer on specific design requirements and specifications; and to review, and to approve and sign the plans and specifications for the Project in a timely

- manner, as appropriate;
- (b) to review and approve the plans, specifications and bids for construction of the Project as obtained for and on behalf of the City by Engineer and Developer, as appropriate;
 - (c) during the course of the Project, to review, approve and sign necessary and appropriate change orders in a timely manner; to perform all inspections of the Project in a timely manner; and to approve the Project in a timely manner if constructed in accordance with the City approved plans and specifications;
 - (d) after completion and final acceptance by the City of the Project as constructed, to accept the Project as part of the City's water utility systems, as appropriate;
 - (e) after Developer completes construction and obtains City acceptance of the Project and upon Developer completing construction of a phase or section of the Subdivision in compliance with this Agreement and the City giving final acceptance of that phase or section, the City will approve connections to the water system and provide such services within the completed phase or section of the Subdivision on the same terms and conditions as then provided within other areas of the City; and
 - (f) to review and process the applications made, and the plans and specifications submitted, by Developer with respect to the Subdivision.

9.02. Developer hereby agrees:

- (a) to contract with the Project Engineer for the design, preparation of the plans and specifications, and the provision of the services anticipated to be performed by the Project Engineer for the Project pursuant to and in compliance with Article IV;
- (b) to instruct the Project Engineer to review and approve the plans and specifications for the Project (including the estimated cost of the Project), identify any design errors, defects or insufficiencies, and to advise the City Engineer as to any perceived error, defect or insufficiency prior to approving any such plans and specifications;
- (c) to instruct the Project Engineer to work and coordinate with the City, and to assure the improvements constituting the Project are eligible for funding with capital impact fees pursuant to the City's capital impact fee ordinance, prior to the execution of any contract for construction;
- (d) to enter into a contract with an appropriate contractor approved by the City pursuant to competitive bids approved by the City and Developer for construction of the Project;
- (e) to instruct the Project Engineer to design the infrastructure such that any construction or development within the Subdivision shall comply with the City's standards, rules, regulations and ordinances, or better;
- (f) to pay the water and wastewater capital recovery/impact fees the City establishes by ordinance for each lot, tract, parcel or building site in the Subdivision prior to utility service being provided to such lot, tract, parcel or building site, unless the City has elected instead to credit some or all of the amount of the unreimbursed Reimbursable Costs, as herein defined, against the amount of such fees that would otherwise be owed to the City, in which event Developer, its grantees, successors and assigns shall pay the amount of such fees not credited;

- (g) to cause and obtain the design, construction and final acceptance of the completed Project, within ten (10) years from the Effective Date of this Agreement;
- (h) to pay to the City all fees and charges provided for or established by the codes, ordinances, rules and regulations of the City for or with respect to the development of the Property, including, but not limited to, zoning and subdivision application fees, water and wastewater tap and use fees and capital recovery/impact fees (subject to the other terms of this Agreement); and
- (i) to timely perform and complete each task, duty and responsibility of Developer set forth in this Agreement.

Article X. Collection and Payment of Water Impact Fees

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

10.02. Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement Developer shall receive a rebate of sixty percent (60%) of the Water Impact Fees paid to the City for connections to the City water utility system within: (i) the Property; and (ii) within land or developments that connect to the Project by a direct connection or by a water line that is not listed and included in the City Capital Improvements Plan and ordinance that establishes the Water Impact Fees (the "**Impact Fee Rebates**"). The Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Impact Fee Rebates equal to the Reimbursable Costs; (ii) the expiration of this Agreement; or (iii) the termination of this Agreement by reason of a Developer default. The City may suspend payment of Impact Fee Rebates if Developer is in default of this Agreement until such time that Developer cures the default.

10.03. Subject to the terms, provisions and conditions of this Agreement, the City will rebate sixty percent (60%) of the Water Impact Fees as provided in this Article, not to exceed the Reimbursable Costs for the Project. Commencing on the Effective Date and continuing until the Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Water Impact Fees (the "**Escrow Account**"). The City will deposit into the Escrow Account sixty percent (60%) of the Water Impact Fees paid to and received by the City for connections listed in this Article. The Escrow Account will be held by the City and the Impact Fee Rebates paid out to Developer as provided in this Agreement. If the Project is built in phases as

provided in Section 3.02 above, payment of Impact Fee Rebates shall begin after Developer completes and obtains City acceptance of a phase of the Subdivision that includes the Project and shall continue as long as there are Reimbursable Costs due to Developer for phases of the Project that have been completed and accepted by the City, subject to suspension or termination of the Impact Fee Rebates as provided in this Agreement; provided that in no event shall the Impact Fee Rebates exceed the Reimbursable Costs for the phase or phases of the Project that have been completed and accepted by the City. At such time that the amount of the Reimbursable Costs for the phase or phases of the Project that have been completed and accepted by the City are paid in full, the Impact Fee Rebates shall cease until such time that the Developer completes and obtains City acceptance of a subsequent phase of the Project that includes Project. If the Project is not build in phases, Impact Fee Rebates will not begin until Developer has completed and obtained the City's acceptance of the Project.

10.04. Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date the City receives the Water Impact Fees after completion and the City's acceptance of the Project, or a phase thereof, as described in Section 10.03. The payments will be in an amount equal to sixty percent (60%) of the Water Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Water Impact Fees for the connection of two (2) single-family lots within the Property in November and December 2014, on or before the 15th day of January 2015, the City will pay an Impact Fee Rebate to Developer (or its assignee) in an amount equal to sixty percent (60%) of the Water Impact Fees for the two (2) single-family lots within the Property plus such other Water Impact Fees as were collected during the prior quarter. As further example, if for the months of January, February and March 2014 the City collects Water Impact Fees for the connection of five (5) single-family lots within the Property, then, on or before April 15, 2014, the City will pay an Impact Fee Rebate to Developer in an amount equal to sixty percent (60%) of the amount of the Water Impact Fees collected for the five lots. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Water Impact Fees at such time, if any, as Developer, its grantees, successors and assigns, have been paid Impact Fee Rebates in an amount equal to the Reimbursable Costs of the Project. It is further specifically provided that Developer shall not receive Impact Fee Rebates at anytime that such are in excess of the Reimbursable Costs of the Project.

Article XI. Assignment of Commitments and Obligations

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

11.02. Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. The Memorandum of Agreement, in the form attached as Exhibit "F", shall be recorded in the Official Public Records of Williamson County, Texas within ninety days after the Effective Date. Nothing in this Agreement is intended to impose the Developer's obligations on individual owners that purchase lots for their personal use provided that such individual owners shall pay such fees and charges as required by City ordinances in effect by time to time, including but not limited to water and wastewater impact fees.

Article XII. Default and Related Provisions

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

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

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

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

12.05. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority;

insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Article XIII. Notices

13.01. 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. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

McKamie Krueger, LLP
Paige H. Saenz
223 West Anderson Lane, #A105
Austin, Texas 77852

Any notice mailed to the Developer shall be addressed:

Rhett Dawson
RMD Holdings, LP
508 Baylow St.
Austin, TX 78735

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 XIV. Miscellaneous Provisions

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

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

14.03. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

14.04. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developer.

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

14.06. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

14.07. 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.

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

14.09. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A – Property Description
- Exhibit B – General Project Location
- Exhibit C – Annexation Petition
- Exhibit D – Municipal Services Plan
- Exhibit E – Concept Plan
- Exhibit F – Memorandum of Agreement
- Exhibit G - CR 280 Improvements
- Exhibit H - Water Easement
- Exhibit I - City of Leander Letter to PEC

EXECUTED in multiple originals this the 19th day of Sept., 2013.

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

Attest:
By: Debbie Haile
Name: Debbie Haile
Title: City Secretary

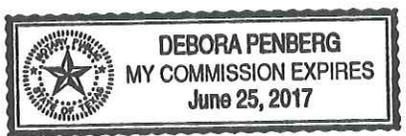
By: [Signature]
Name: Christopher Fielder
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 19th day of September, 2013, by Christopher Fielder, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Debra Penberg
Notary Public, State of Texas

(SEAL)



DEVELOPER/OWNER:
RMD Holdings LP a Texas corporation limited partnership

By: [Signature]
Name: Rhett Dawson
Title: President
RMD & Co., Inc., its General Partner

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 30th day of September, 2013, by Rhett Dawson, President of RMD & Co., Inc., a Texas corporation, on behalf of said corporation.

Ellen Pizalate
Notary Public, State of Texas

(SEAL)

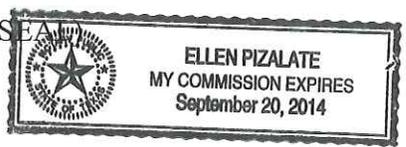
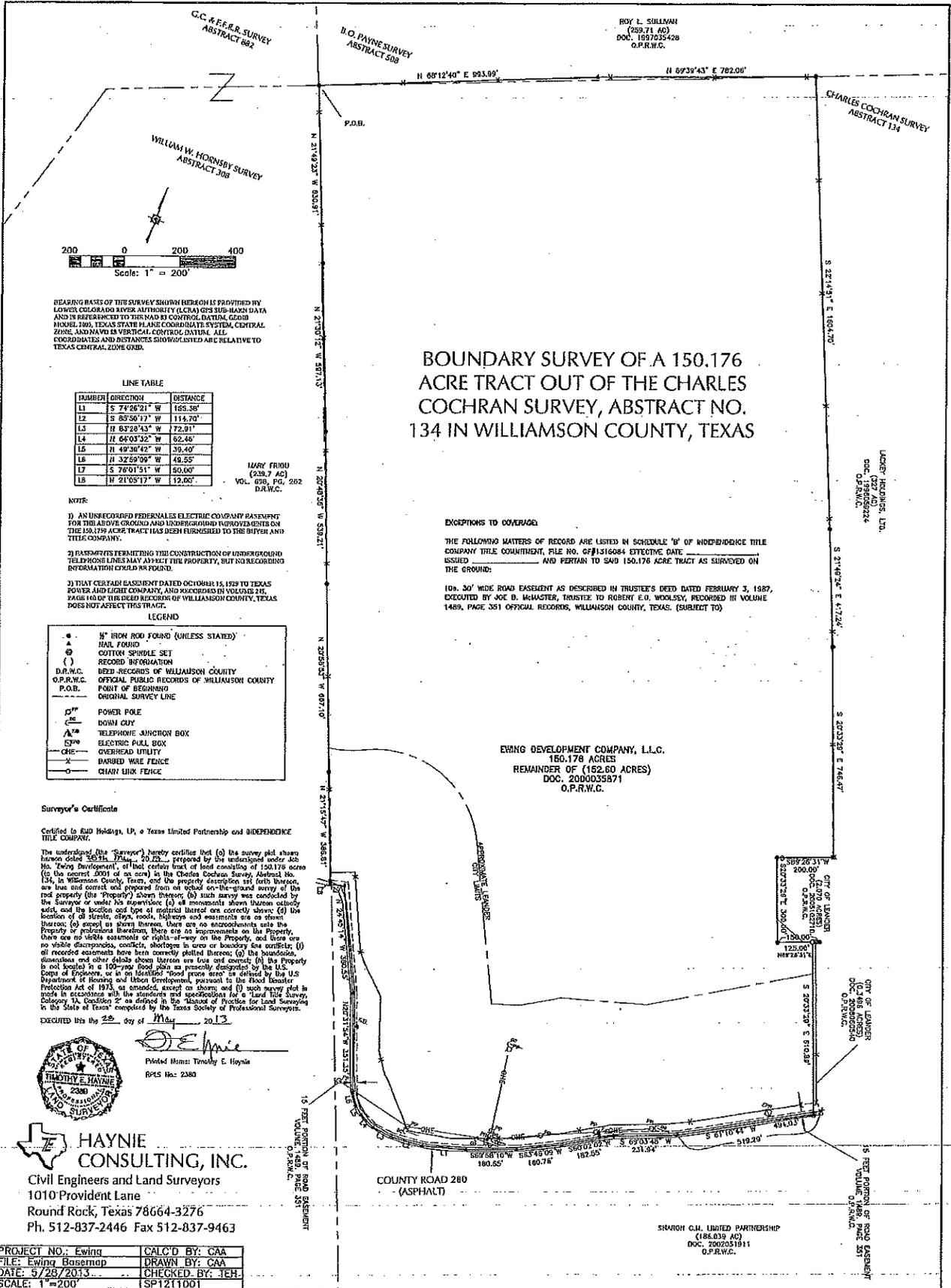


EXHIBIT "A"

Description of Property



ROY L. SULLIVAN
(209.71 AC)
DOC. 1657025428
O.P.R.W.C.

READING BASIS OF THE SURVEY SHOWN HEREON IS PROVIDED BY LOWER COLORADO RIVER AUTHORITY (LCRA) GPS SUB-STATION DATA AND IS REFERENCED TO THE NAD 83 CONTROL DATUM, GROUND ANGLE 1983, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL NAVIS IS VERTICAL CONTROL DATUM. ALL COORDINATES AND DISTANCES SHOWN/STATED ARE RELATIVE TO TEXAS CENTRAL ZONE GND.

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 74°26'21" W	165.36'
L2	S 83°50'17" W	114.70'
L3	N 83°28'43" W	72.91'
L4	N 64°03'32" W	82.46'
L5	N 49°30'42" W	39.40'
L6	N 32°55'09" W	48.55'
L7	S 76°01'51" W	50.00'
L8	N 21°05'17" W	12.00'

MARY FRIDU
(238.7 AC)
VOL. 609, PG. 262
D.R.W.C.

BOUNDARY SURVEY OF A 150.176 ACRE TRACT OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134 IN WILLIAMSON COUNTY, TEXAS

- NOTE**
- 1) AN UNRECORDED FEDERAL ELECTRIC COMPANY EASEMENT FOR THE ABOVE GROUND AND UNDERGROUND IMPROVEMENTS ON THE 150.176 ACRE TRACT HAS BEEN FURNISHED TO THE BUYER AND THIS COMPANY.
 - 2) EASEMENTS PERMITTING THE CONSTRUCTION OF UNDERGROUND TELEPHONE LINES MAY AFFECT THE PROPERTY, BUT NO RECORDING INFORMATION COULD BE FOUND.
 - 3) THAT CERTAIN EASEMENT DATED OCTOBER 15, 1929 TO TEXAS POWER AND LIGHT COMPANY, AND RECORDED BY VOLUME 218, PAGE 110 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS DOES NOT AFFECT THIS TRACT.

- LEGEND**
- 1/4" IRON ROD FOUND (UNLESS STATED)
 - ▲ NAIL FOUND
 - ⊙ COTTON SPURLE SET
 - () RECORD INFORMATION
 - D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
 - O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
 - P.O.B. POINT OF BEGINNING
 - ORIGINAL SURVEY LINE
 - POWER POLE
 - DOWN GUY
 - TELEPHONE JUNCTION BOX
 - ELECTRIC PULL BOX
 - OVERHEAD UTILITY
 - BARBED WIRE FENCE
 - CHAIN LINK FENCE

EXCEPTIONS TO COVERAGE

THE FOLLOWING MATTERS OF RECORD ARE LISTED IN SCHEDULE 'B' OF WIDE-RIDGE TITLE COMPANY TITLE COMMITMENT, FILE NO. 07#1516084 EFFECTIVE DATE _____ ISSUED _____ AND PERTAIN TO SAID 150.176 ACRE TRACT AS SURVEYED ON THE GROUND:

1) A 30' WIDE ROAD EASEMENT AS DESCRIBED IN TRUSTEE'S DEED DATED FEBRUARY 3, 1927, EXECUTED BY JOE B. MCMASTER, TRUSTEE TO ROBERT E.O. WOOLSEY, RECORDED IN VOLUME 1489, PAGE 351 OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO)

Surveyor's Certificate

Certified to EWD Holdings, LP, a Texas Limited Partnership and INDEPENDENCE TITLE COMPANY.

The undersigned (the "Surveyor") hereby certifies that (a) the survey and shown hereon dated 05/28/2013, prepared by the undersigned under Job No. Ewing Development, of that certain tract of land consisting of 150.176 acres (to the nearest 0.001 of an acre) in the Charles Cochran Survey, Abstract No. 134, in Williamson County, Texas, and the property description as set forth hereon, are true and correct and prepared from an actual on-the-ground survey of the tract property (the "Property") shown thereon; (b) such survey was conducted by the Surveyor or under his supervision; (c) all monuments shown thereon actually exist, and the location and type of material thereof are correctly shown; (d) the location of all streets, alleys, roads, highways and easements are as shown thereon; (e) except as shown thereon, there are no encroachments onto the Property or professional hereon, there are no improvements on the Property, and there are no visible discrepancies, conflicts, shortages in area or boundary line conflicts; (f) all recorded easements have been correctly plotted thereon; (g) the boundaries, dimensions and other details shown thereon are true and correct; (h) the Property is not located in a 100-year flood plain as presently designated by the U.S. Dept. of Engineers, or in an identified "flood prone area" as defined by the U.S. Department of Housing and Urban Development, pursuant to the Flood Disaster Protection Act of 1973, as amended, except as shown; and (i) such survey that is made in accordance with the standards and specifications for a "Land Title Survey, Category 1A, Condition 2" as defined in the "Manual of Practice for Land Surveying in the State of Texas" compiled by the Texas Society of Professional Surveyors.

EXECUTED this 28th day of May, 2013.

T. E. Haynie
Printed Name: Timothy E. Haynie
RPLS No: 2380



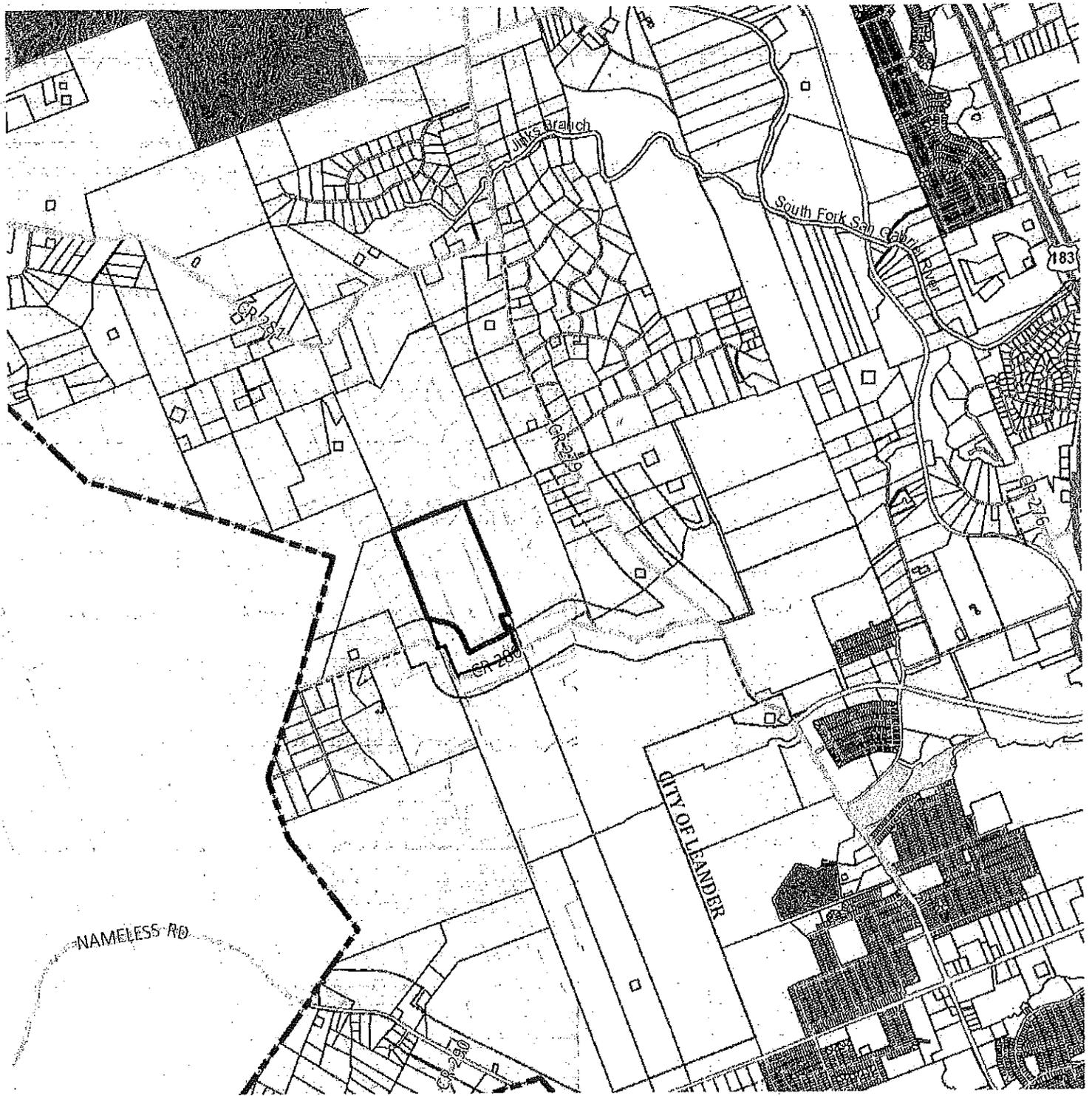
HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph. 512-837-2446 Fax 512-837-9463

PROJECT NO.: Ewing	CALCD BY: CAA
FILE: Ewing Basemap	DRAWN BY: CAA
DATE: 5/28/2013	CHECKED BY: JEH
SCALE: 1"=200'	SP1211001

SHARON C.H. LIMITED PARTNERSHIP
(188.839 AC)
DOC. 2002051911
O.P.R.W.C.

EXHIBIT "B"
General Location of Project

EXHIBIT B



- | | | | |
|---------------------------------------|------------------------|----------------------------|--|
| ○ Section Corner (No Ties) | ▭ Subdivision Boundary | ▬ Interstate | 940860018 Parcel Identification Number |
| ▲ Section Corner (Corner Certificate) | ▭ Parcel | ▬ U.S Highway | ⑩ Lot Number |
| ■ Section Corner (Scott County Tie) | ▭ Block | ▬ State Highway | 912 Address Number |
| ▭ County Boundary | ▭ Lot Line | ▬ County Route: Major Road | ▭ Subdivision Name |
| ▭ City Limit | ▭ Right of Way | ▬ Local Road | 940850019 Parcel Point Identification Number |
| ▭ Political Township Boundary | ▭ Park | ▬ Ramp | ▭ Block Number |
| ▭ Geographic Township Boundary | ▭ Building Footprint | ▬ Alley/Access Road | 40 Right of Way Dimension |
| - - - Section Line | ◆ Parcel Point | ▬ Bike Trail | 175.08 Parcel Dimension |
| ▬ Quarter Section Line | ● Address Point | ▬ Railroad | 107.65 Lot Dimension |
| ▬ Quarter Quarter Section Line | | | |

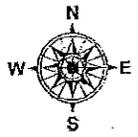


EXHIBIT "C"

ANNEXATION PETITION

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

NOW THEREFORE, the undersigned by this Request and Petition:

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

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

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

services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan, attached hereto as Exhibit "B", (proposed to be applicable to and adopted for the subject property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

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

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

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

Petitioners:

By: Ewing Development Company, LLC

Name: _____

Title: _____

By: RMD Holdings, LP

Name: _____

Title: _____

STATE OF TEXAS

§

§

EXHIBIT "D"

MUNICIPAL SERVICES PLAN FOR THE PROPERTY

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

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

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

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

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

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

NOW, THEREFORE, the City agrees to provide the following services for the subject property on the effective date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the subject property, and, until the zoning of the subject property is established by ordinance after annexation, the subject property shall be entitled to be developed with the land uses as more specifically provided in the Development Agreement. It is the City's intent to zone the subject property at the Owner's request in a manner that is not inconsistent with such uses, as provided in the Development Agreement. The Planning & Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

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

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

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

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

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

(ii) The City intends to provide water services to the subject property pursuant to the Development Agreement. Save and except as provided in the Development Agreement, the City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The Owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and an approved and executed Development Agreement, the terms and provisions of the Development Agreement shall govern and control.

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

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

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

approved and executed Development Agreement, the terms and provisions of the Development Agreement shall govern and control.

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

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

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

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

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

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

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

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

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

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

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property, the Owner will be responsible for the development costs as provided in the Development Agreement, this Municipal Services Plan, and the applicable ordinances, rules, and policies of the

City. Capital Improvements shall be designed, constructed and installed by the Owner as provided in the Development Agreement and this Municipal Services Plan.

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

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

EXHIBIT E
Concept Plan

**EXHIBIT F
MEMORANDUM OF AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

Whereas, RMD Holdings, LP, a Texas limited partnership, and the City of Leander (the "City"), entered into a Development and Annexation Agreement dated September 30th, 2013, (the "Agreement");

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

Whereas, authority for the Agreement exists under Chapter 212, Subchapter G, Texas Local Government Code ("Subchapter G"), Chapter 43, Texas Local Government Code ("Chapter 43"), Chapter 245, Texas Local Government Code ("Chapter 245"), and such other statutes as may be applicable;

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

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

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

- (1) The Agreement is on file with the City Secretary at the Leander City Hall, copies of which are available upon request.
- (2) The Developer and its successors and assigns are required to perform as agreed and provided in the Agreement as well as all other applicable rules, regulations and codes of the City.

Executed and filed this the 30th day of September, 2013.

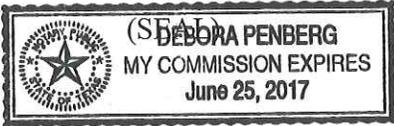
By: [Signature]
Name: RMD Holdings, LP
Title: President

By: [Signature]
Name: Kent Cagle
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of September 2013



Debora Penberg
Notary Public-State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Rhett Dawson, President, RMD Holdings, LP, a Texas limited partnership, Developer herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of September 2013



Ellen Pizdale
Notary Public-State of Texas

EXHIBIT G
CR 280 Improvements

Developer shall be responsible for improvements to County Road 280 (CR 280), starting at the eastern Property boundary and continuing west to the western boundary of the Property at the location where CR 280 turns. No Improvements to CR 280 west of the Property are to be provided, and the removal and relocation of the existing cattle guard shall be the City's responsibility.

Roadway improvements for CR 280 shall be limited to widening and overlaying the existing roadway to match the existing roadway section to the east of the CR 280 and water tower access drive. Improvements will include widening of road section within the existing right-of-way to accommodate new pavement width, side slopes and associated drainage and ditches. Existing drainage conditions will be maintained and the existing 36-inch concrete pipe will be extended as needed. The edge of the existing asphalt will be cut to provide a clean surface for the additional pavement. The pavement section for the widening will be designed based on geotechnical conditions and engineering recommendations, but will consist of a minimum of a 8-inch black base course or will consist of a minimum of an 8-inch crushed limestone base course. A 1.5-inch asphalt overlay will extend the length of the project and across the entire width of the road surface. Owner does not provide roadway stripping.

The rebuilt roadway may be extended in phases from the eastern property boundary to each successive subdivision entrance that is built, and shall be extended prior to or concurrent with each subdivision entrance, with the last such phase to include the rest of the affected portion of CR 280. Owner may, in its discretion, construct all of the CR 280 improvements at the time that the first subdivision entrance is built, rather than constructing such improvements in phases. The City shall be responsible for removing and relocating the existing single lane cattle guard on CR 280 just east of the owner's property prior to construction of the CR 280 improvements.

**EXHIBIT H
Water Easement**

WATER UTILITY EASEMENT

DATE: _____, 200_

GRANTOR: _____

GRANTOR'S MAILING ADDRESS (including County): _____

GRANTEE: _____

GRANTEE'S MAILING ADDRESS (including County): _____

LIENHOLDER: _____

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration,
the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A _____ foot (_____) wide utility easement, containing _____ acres, more or less, located in _____ County, Texas, said easement being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for water mains, lines and pipes, and the supplying of water or other such utility services in, upon, under and across the **PROPERTY** more fully described in Exhibit "A" attached hereto.

This Utility Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under,

over and across the Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property.

- 2. This Utility Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of _____ County, Texas, or apparent on the ground.

The covenants and terms of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE**'s successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

THE STATE OF TEXAS §

COUNTY OF _____ §

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

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

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

City of Leander

Attn: City Secretary

P.O. Box 319

Leander, TX 78646-0319

EXHIBIT I
City of Leander Letter to PEC
(City of Leander Letterhead)
(Date)

Pedernales Electric Cooperative, Inc.
P.O. Box 1
Johnson City, TX 78636

Re: Three Phase underground electric in County Road 280 (north side) Right-of-Way between Bagdad Rd and future Lakeline Blvd. (ROW)

To Whom It May Concern:

The City of Leander (City) agrees to permit PEC to install a 3-Phase underground electric line and necessary appurtenances (the "Electric Facilities") in the Right-of-Way of the north side of County Road 280, from Bagdad Rd to the Ewing Development, LLC property (Property), and adjacent to the Property, in a location acceptable to PEC and the City. The City hereby confirms, if relocation is required of the Electric Facilities, that the City will bear such cost for any required relocation. The parties acknowledge that PEC would not place the Electric Facilities in the public Right-of-Way as provided herein, but for the agreement of the parties herein to the relocation costs. This letter agreement supercedes the Franchise ordinance adopted by the City in April 1998 only with regard to the relocation of the Electric Facilities from the ROW and does not apply to any other electric facilities that may be located in any other public right-of-way, easement or public property.

Kent Cagle, City Manager

**ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AND ANNEXATION AGREEMENT FOR THE EWING
DEVELOPMENT, LLC TRACT**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Assignment and Assumption of Development Agreement (the "Assignment") is executed and delivered on this the 26th day of March, 2014, by RMD Holdings, LP a Texas limited partnership (collectively, "Assignor"), to and in favor of Ewing Development Co, LLC, a Texas Limited Liability Corporation ("Assignee").

A. The City of Leander, Texas (the "City"), and Assignor entered into that certain Development and Annexation Agreement for the Ewing Development, LLC Tract dated 9/30/13 (the "Agreement").

B. A Memorandum of the Agreement was recorded as Document No. 2013101076 in the Official Public Records of Williamson County, Texas.

C. Assignor desires to assign all 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.

D. Assignee currently owns the Property.

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. Assignor has ASSIGNED, TRANSFERRED AND CONVEYED 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. 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; and (b) agrees to develop the Property in compliance with the requirements of the Agreement.

3. Assignee's Indemnity. Assignee hereby agrees to indemnify, defend and hold Assignor harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorneys' fees, disbursements and amounts paid in settlement of

claims) which arise out of the failure of the Assignee or its successors-in-interest to fulfill the obligations under the Agreement assumed pursuant to this Assignment.

4. 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.

5. 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.

6. 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.

7. Counterparts; Facsimile Signatures. Facsimile signatures appearing hereon shall be deemed an original, and this Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be a complete executed document for all purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ASSIGNOR:

RMD Holdings, LP, a Texas limited partnership

By: RMD & Co., Inc., its General Partner

By: [Signature]
Name: Rhett Dawson
Title: President
Address: 508 Baylor St.
Austin, TX 78703

Date: _____

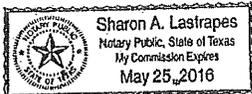
ASSIGNEE:

By: [Signature]
Name: Timothy E. Haynie
Title: President
Address: 1010 Provident Ln.
Round Rock, Tx 78664

Date: 3-27-14

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 26th day of March, 2014, by Rhett Dawson, President of RMD & Co., Inc., a Texas corporation, its General Partner, and on behalf of said limited partnership.



[Signature]
NOTARY PUBLIC, State of Texas

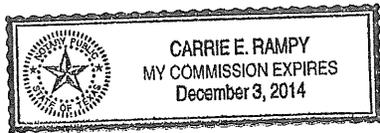
(SEAL)

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 27th day of March, 2014,
by Timothy E Haynie, President of Ewing Development LLC, Texas
Limited liability, on behalf of said corporation
corporation.

Carrie E. Raby
NOTARY PUBLIC, State of Texas

(SEAL)



(SEAL)

CONSENT:

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

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

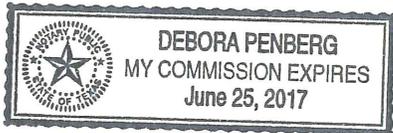
Date: *4/17/14*

ATTEST:

By: *Debbie Haile*
Debbie Haile, City Secretary

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the *17th* day of *April*, 2014,
by Christopher Fielder, as Mayor of the City of Leander, Texas, a Texas municipal corporation,
on behalf of said corporation.



(SEAL)

Debora Penberg
NOTARY PUBLIC, State of Texas

EXHIBIT A
Legal Description of the Property

EXHIBIT A

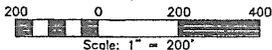
ROY L. SULLIVAN
(259.71 AC)
DOC. 1997035428
O.P.R.W.C.

B.O. PAYNE SURVEY
ABSTRACT 508

G.C. & F.F.R.R. SURVEY
ABSTRACT 882

WILLIAM W. HORNSBY SURVEY
ABSTRACT 308

CHARLES COCHRAN SURVEY
ABSTRACT 134



BEARING BASIS OF THE SURVEY SHOWN HEREIN IS PROVIDED BY LOWER COLORADO RIVER AUTHORITY (LCRA) GPS SUB-HARN DATA AND IS REFERENCED TO THE NAD 83 CONTROL DATUM, GEOID MODEL 2003, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 83 VERTICAL CONTROL DATUM. ALL COORDINATES AND DISTANCES SHOWN LISTED ARE RELATIVE TO TEXAS CENTRAL ZONE GRID.

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 74°26'21" W	155.38'
L2	S 83°50'17" W	114.70'
L3	N 83°28'43" W	72.91'
L4	N 64°03'32" W	62.46'
L5	N 49°30'42" W	39.40'
L6	N 32°59'09" W	49.55'
L7	S 76°01'51" W	50.00'
L8	N 21°05'17" W	12.00'

MARY FRIU
(239.7 AC)
VOL. 698, PG. 262
D.R.W.C.

NOTE:

- 1) AN UNRECORDED FEDERNALES ELECTRIC COMPANY EASEMENT FOR THE ABOVE GROUND AND UNDERGROUND IMPROVEMENTS ON THE 150.1759 ACRE TRACT HAS BEEN FURNISHED TO THE BUYER AND TITLE COMPANY.
- 2) EASEMENTS PERMITTING THE CONSTRUCTION OF UNDERGROUND TELEPHONE LINES MAY AFFECT THE PROPERTY, BUT NO RECORDING INFORMATION COULD BE FOUND.

LEGEND

●	1/2" IRON ROD FOUND (UNLESS STATED)
▲	NAIL FOUND
⊙	COTTON SPINDLE SET
()	RECORD INFORMATION
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.O.B.	POINT OF BEGINNING
---	ORIGINAL SURVEY LINE
⊥	POWER POLE
—	DOWN GUY
⊥	TELEPHONE JUNCTION BOX
⊥	ELECTRIC PULL BOX
—	OVERHEAD UTILITY
X	BARBED WIRE FENCE
○	CHAIN LINK FENCE

Surveyor's Certificate

Certified to AUSTIN BLUE SKY INVESTMENTS, INC., a Texas corporation and CHICAGO TITLE INSURANCE COMPANY.

The undersigned (the "Surveyor") hereby certifies that (a) the survey plot shown hereon dated June 3rd, 2010, prepared by the undersigned under Job No. "Ewing Development," of that certain tract of land consisting of 150.1759 acres (to the nearest .0001 of an acre) in the Charles Cochran Survey, Abstract No. 134, in Williamson County, Texas, and the property description set forth thereon are true and correct and prepared from an actual on-the-ground survey of the real property (the "Property") shown thereon; (b) such survey was conducted by the Surveyor or under his supervision; (c) all monuments shown thereon actually exist, and the location and type of material thereof are correctly shown; (d) the location of all streets, alleys, roads, highways and easements are as shown thereon; (e) except as shown thereon, there are no encroachments onto the Property or protrusions therefrom, there are no improvements on the Property, there are no visible easements or rights-of-way on the Property; and there are no visible discrepancies, conflicts, shortages in area or boundary line conflicts; (f) all recorded easements have been correctly plotted thereon; (g) the boundaries, dimensions and other details shown thereon are true and correct; (h) the Property is not located in a 100-year flood plain as presently designated by the U.S. Corps of Engineers, or in an identified "flood prone area" as defined by the U.S. Department of Housing and Urban Development, pursuant to the Flood Disaster Protection Act of 1973, as amended, except as shown; and (i) such survey plot is made in accordance with the standards and specifications for a "Land Title Survey, Category 1A, Condition 2," as defined in the "Manual of Practice for Land Surveying in the State of Texas" comprised by the Texas Society of Professional Surveyors.

EXECUTED this 5th day of June, 2010.



[Signature]
Printed Name: Timothy E. Haynie
RPLS No.: 2380

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph. 512-837-2446 Fax 512-837-9463

PROJECT NO.: Ewing	DESIGNED BY: CAA
FILE: Ewing Basemap	DRAWN BY: CAA
DATE: 6/3/2010	CHECKED BY: CAA
SCALE: 1"=200'	SP08008

BOUNDARY SURVEY OF A 150.1759 ACRE TRACT OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134 IN WILLIAMSON COUNTY, TEXAS

EXCEPTIONS TO COVERAGE:

THE FOLLOWING MATTERS OF RECORD ARE LISTED IN SCHEDULE 'B' OF CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE NO. 1008203-COM EFFECTIVE DATE MAY 25, 2010, ISSUED JUNE 4, 2010 AND PERTAIN TO SAID 150.1759 ACRE TRACT AS SURVEYED ON THE GROUND:

10w. 30' WIDE ROAD EASEMENT AS DESCRIBED IN TRUSTEE'S DEED DATED FEBRUARY 3, 1987, EXECUTED BY JOE B. McMASTER, TRUSTEE TO ROBERT E.O. WOOLSEY, RECORDED IN VOLUME 1489, PAGE 351 OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO)

EWING DEVELOPMENT COMPANY, L.L.C.
150.1759 ACRES
REMAINDER OF (152.60 ACRES)
DOC. 2009035871
O.P.R.W.C.

LUCKY HORNSBY, LTD.
DOC. 1988082824
O.P.R.W.C.

CITY OF LEANDER
DOC. 2008060540
O.P.R.W.C.

CITY OF LEANDER
DOC. 2008060540
O.P.R.W.C.

SHARON C.M. LIMITED PARTNERSHIP
(186.039 AC)
DOC. 2002051911
O.P.R.W.C.

[Handwritten initials]

Pg. 10

**ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AND ANNEXATION AGREEMENT FOR THE
EWING DEVELOPMENT, LLC TRACT**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Assignment and Assumption of Development and Annexation Agreement for the Ewing Development, LLC Tract (this "Assignment") is executed and delivered on this the _____ day of _____, 2015, by Ewing Development Co., LLC, a Texas limited liability company ("Assignor"), to and in favor of JL Development, Inc., a Texas corporation ("Assignee").

- A. The City of Leander, Texas (the "City"), and RMD Holdings, LP entered into that certain Development and Annexation Agreement for the Ewing Development, LLC Tract, dated September 30, 2013 (the "Agreement").
- B. The City consented to the assignment of the Agreement from RMD Holdings, LP to Assignor by instrument entitled Assignment and Assumption of Development and Annexation Agreement for the Ewing Development, LLC Tract, dated effective March 26, 2014.
- C. A Memorandum of the Agreement was recorded as Document No. 2013101076 in the Official Public Records of Williamson County, Texas.
- D. Assignor desires to assign all 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.
- E. Assignee presently owns a 54.140 acre portion of the Property and has an option to purchase the remainder of the Property.

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. Assignor has ASSIGNED, TRANSFERRED AND CONVEYED 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. 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; (b) agrees to develop the Property in compliance with the requirements of the Agreement; and (c) is obligated

under the relevant sections of the Development Agreement to complete any work that is currently under construction.

3. Mutual Indemnity. Assignor hereby agrees to indemnify, defend and hold Assignee harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorneys' fees, disbursements and amounts paid in settlement of claims) which are the obligation of the "Developer" under the Agreement and/or which arise out of the failure of the Assignor or its predecessors-in-interest to fulfill their respective obligations under the Agreement, and which have accrued or been incurred prior to the date of this Assignment. Assignee hereby agrees to indemnify, defend and hold Assignor harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorney's fees, disbursements and amounts paid in settlement of claims) which arise out of the failure of the Assignee or its successors-in-interest to fulfill their respective obligations under the Agreement assumed pursuant to this Assignment, and which have accrued or been incurred on or after the date of this Assignment.

4. 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.

5. 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.

6. 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.

7. Counterparts; Facsimile Signatures. Facsimile signatures appearing hereon shall be deemed an original, and this Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be a complete executed document for all purposes.

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**ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AND ANNEXATION AGREEMENT FOR THE EWING
DEVELOPMENT, LLC TRACT**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Assignment and Assumption of Development Agreement (the "Assignment") is executed and delivered on this the 20th day of March, 2015, by Ewing Development Co, LLC, a Texas Limited Liability Corporation (collectively, "Assignor"), to and in favor of John Lloyd/JL Development, Inc. ("Assignee").

- A. The City of Leander, Texas (the "City"), and RMD Holdings entered into that certain Development and Annexation Agreement for the RMD Haynie Tract dated September 30, 2013 (the "Agreement").
- B. The City consented to the assignment of the Agreement from RMD Holdings, LP to the Ewing Development Co., a Texas limited liability company by instrument entitled Assignment and Assumption of Development and Annexation Agreement for the Ewing Development, LLC Tract dated effective March 26, 0214.
- C. A Memorandum of the Agreement was recorded as Document No. 2013101076 in the Official Public Records of Williamson County, Texas.
- C. 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.
- D. Assignee owns the Property.

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. Assignor has ASSIGNED, TRANSFERRED AND CONVEYED 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. 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; and (b) agrees to develop the Property in compliance with the requirements of the Agreement.

3. Mutual Indemnity. Assignor hereby agrees to indemnify, defend and hold Assignee harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorneys' fees, disbursements and amounts paid in settlement of claims) which are the obligation of the "Developer" under the Agreement and/or which arise out of the failure of the Assignor or its predecessors- in-interest to fulfill their respective obligations under the Agreement, and which have accrued or been incurred prior to the date of this Assignment, arise from Assignor's obligations related to Assignor Retained Obligations or arise from Assignor's obligations related to Assignor Retained Land. Assignee hereby agrees to indemnify, defend and hold Assignor harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorneys' fees, disbursements and amounts paid in settlement of claims) which arise out of the failure of the Assignee or its successors-in-interest to fulfill their respective obligations under the Agreement assumed pursuant to this Assignment, and which have accrued or been incurred on or after the date of this Assignment.

4. 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.

5. 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.

6. 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.

7. Counterparts; Facsimile Signatures. Facsimile signatures appearing hereon shall be deemed an original, and this Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be a complete executed document for all purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ASSIGNOR:

Ewing Development Co, LLC, a Texas Limited Liability Corporation

By: 

Name: Timothy E. Haynie

Title: Pres.

Address: 1010 Provident Ln.
Round Rock, Tx 78664

Date: 3-20-15

ASSIGNEE:

By: _____

Name: _____

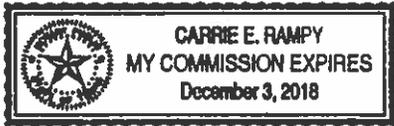
Title: _____

Address: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of March, 2015, by Timothy E. Haynie, Pres. of Ewing Development Co. LLC, a Texas limited liability company, on behalf of said company.



(SEAL)


NOTARY PUBLIC, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2015,
by _____, _____ of _____, a _____
_____, on behalf of said _____.

NOTARY PUBLIC, State of Texas

(SEAL)

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: _____

ATTEST:

By: _____
Debbie Haile, City Secretary

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

NOTARY PUBLIC, State of Texas

(SEAL)

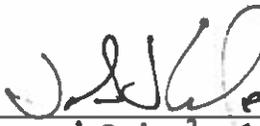
ASSIGNOR:

Ewing Development Co, LLC, a Texas Limited Liability Corporation

By: _____
Name: _____
Title: _____
Address: _____

Date: _____

ASSIGNEE:

By:  PRES JL DEVELOPMENT INC
Name: JOHN S. LLOYD
Title: PRESIDENT
Address: 4720-A ROCKCLIFF RD
AUSTIN TX 78746

Date: 5-1-15

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2015,
by _____, _____ of Ewing Development Co. LLC, a Texas
limited liability company, on behalf of said company.

NOTARY PUBLIC, State of Texas

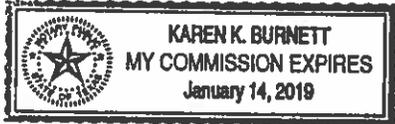
(SEAL)

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1st day of May, 2015,
by John S. Lloyd, President of JLDev Inc, a Texas
company, on behalf of said company.



NOTARY PUBLIC, State of Texas



(SEAL)

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: _____

ATTEST:

By: _____
Debbie Haile, City Secretary

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

NOTARY PUBLIC, State of Texas

(SEAL)

EXHIBIT A
Legal Description of the Property

GC & P.F.A. SURVEY
ABSTRACT 982

B.O. RAYNE SURVEY
ABSTRACT 508

ROY L. BELLMAN
(158.71 AC)
DOC. 181725428
O.P.R.W.C.

CHARLES COCHRAN SURVEY
ABSTRACT 134



STANDARD BASIS OF THE SURVEY SHOWN HEREON IS PROVIDED BY
LOWER CALIFORNIA SURVEY AUTHORITY (C.L.S.A.) OVER SUB-MARINE DATA
AND IS BASED UPON THE NAD 83 CONTROL POINTS, COORDINATE
ADJUSTED, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL
ZONE, ADJUSTED TO THE VERTICAL CONTROL SYSTEM. ALL
COORDINATES AND DISTANCES SHOWN HEREON ARE RELATIVE TO
TEXAS CENTRAL ZONE GRID.

LINE TABLE

LINE NUMBER	DIRECTION	DISTANCE
L1	S 74°25'21" W	183.36'
L2	S 88°30'17" W	114.70'
L3	S 83°20'13" W	72.51'
L4	N 64°53'31" W	122.40'
L5	N 49°20'52" W	59.40'
L6	N 32°34'09" W	48.50'
L7	S 70°15'01" W	30.00'
L8	N 21°43'17" W	13.00'

START FROM
C.S.L. 7 AC
VOL. 536, PG. 262
O.P.R.W.C.

- NOTES
- AN UNRECORDED FEDERALIZED ELECTRIC COMPANY EASEMENT/POLE LINE RIGHTS GRANTED AND AN UNRECORDED TELEPHONE RIGHTS ON THE 150.176 ACRES TRACT HAS BEEN PLUMBED TO THE UTILITY AND TITLE COMPANY.
 - EASEMENTS PERMITTING THE CONSTRUCTION OF UNDERGROUND TELEPHONE LINES MAY AFFECT THE PROPERTY, BUT NO RECORDING OR DEMONSTRATION COULD BE FOUND.
 - THAT CERTAIN EASEMENT DATED OCTOBER 14, 1975 TO TEXAS POWER AND LIGHT COMPANY, AND RECORDED IN VOLUME 148, PAGE 331 OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS DOES NOT AFFECT THIS TRACT.

LEGEND

- 1/4" IRON ROD FOUND (UNLESS STATED)
- IRON FOUND
- COTTON SWIVEL SET
- () RECORD INFORMATION
- BESS RECORDS OF WILLIAMSON COUNTY
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- P.O.B. POINT OF BEGINNING
- ORIGINAL SURVEY LINE
- POWER POLE
- BORN CUT
- TELEPHONE JUNCTION BOX
- CLOSING PULL BOX
- OVERHEAD UTILITY
- BARBED WIRE FENCE
- CHAIN LINK FENCE

BOUNDARY SURVEY OF A 150.176 ACRE TRACT OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134 IN WILLIAMSON COUNTY, TEXAS

EXCEPTIONS TO COVERAGE

THE FOLLOWING MATTERS OF RECORD ARE LISTED IN SCHEDULE "B" OF DEPENDENCE TITLE COMPANY TITLE COMMITMENT, FILE NO. 071516044 EFFECTIVE DATE _____ DELETED _____ AND PERTAIN TO SAID 150.176 ACRE TRACT AS SURVEYED ON THE GROUND:

NO. 37' WIDE ROAD EASEMENT AS DESCRIBED IN UNRECORDED DEED DATED FEBRUARY 3, 1987, DECEASED BY JOE S. WAGMASTER, TRUSTEE TO ROBERT C.B. WOOLLEY, RECORDED IN VOLUME 148, PAGE 331 OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT 75)

EWING DEVELOPMENT COMPANY, L.L.C.
150.176 ACRES
REMAINDER OF (182.62 ACRES)
DOC. 2000035671
O.P.R.W.C.

Surveyor's Certificate

Certified to B.O. Holdings, LP, a Texas Limited Partnership and DEPENDENCE TITLE COMPANY.

The undersigned, the "Surveyor" hereby certifies that (a) the survey and thereon shown data were prepared by the undersigned under oath and to the best of my belief and belief that the Charles Cochran Survey Abstract No. 134 in Williamson County, Texas, and the property described in this plat, are true and correct and prepared from actual on-the-ground survey of the tract surveyed (the "Tract") shown hereon; (b) such survey was conducted by the Surveyor or under his supervision; (c) all measurements were taken with care and the quality and type of material used are accurately shown; (d) the location of all fences, poles, marks, high tops and monuments are so shown; (e) except as shown hereon, there are no easements, rights, claims or interests in the Property or portions hereof, they are so indicated on the plat; (f) there are no other claims, interests or rights-of-way on the Property, and that no such claims, interests, easements, mortgages, liens or burdens are shown; (g) no public streets, roads, highways or easements are shown; (h) the boundaries and other details shown hereon are true and correct; (i) the Property is not located in a 100-year flood plain as presently designated by the U.S. Federal Emergency Management Agency, or is not located in a flood plain as designated by the U.S. Department of Interior and United States Geological Survey; (j) the Surveyor is not aware of any other claims, interests or rights in the Property; (k) the Surveyor is not aware of any other claims, interests or rights in the Property; (l) the Surveyor is not aware of any other claims, interests or rights in the Property; (m) the Surveyor is not aware of any other claims, interests or rights in the Property.

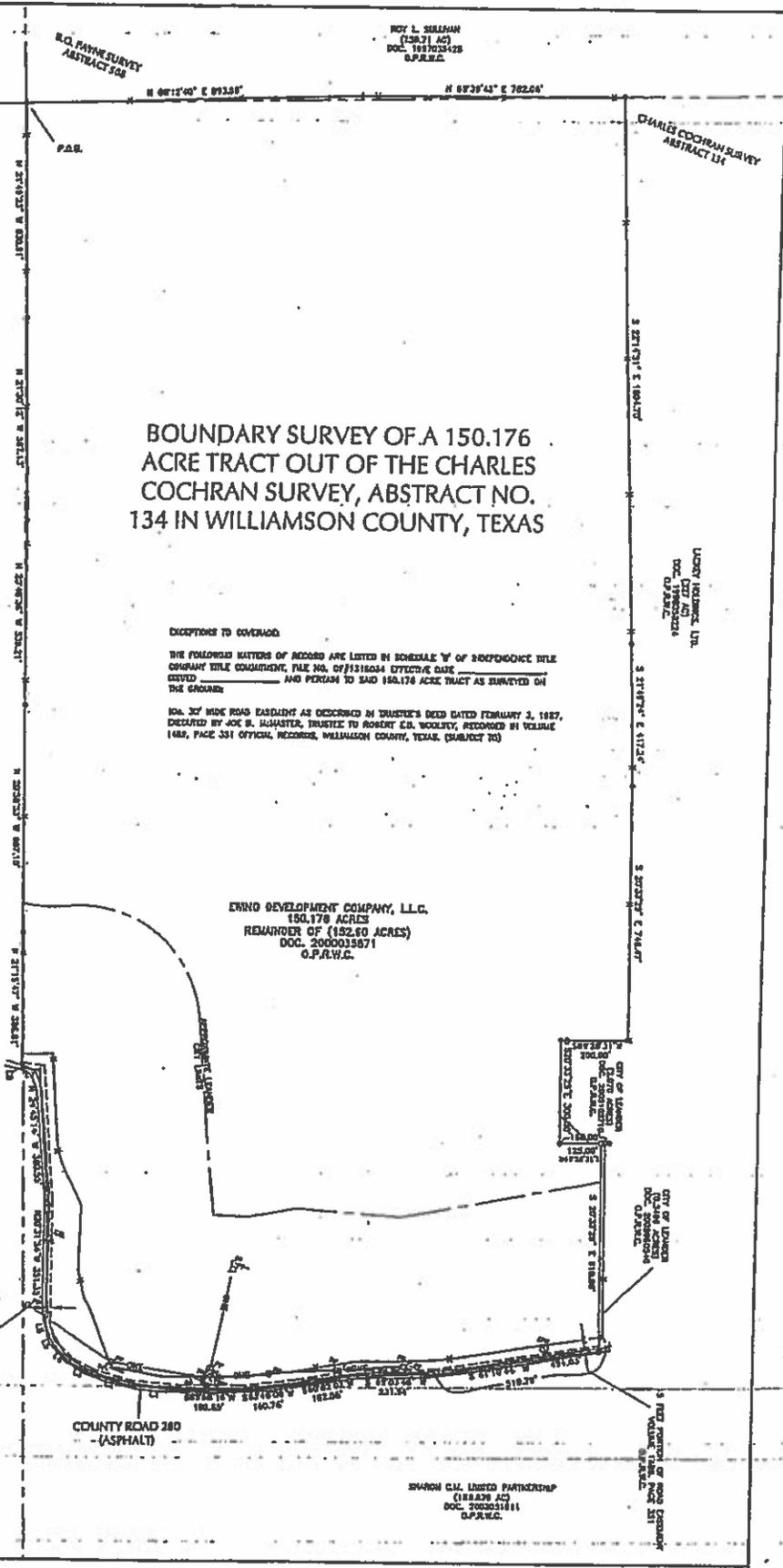
Dated this 25th day of May, 2012.

[Signature]
Michael Thomas Timothy E. Hayes
SPLS No. 2380

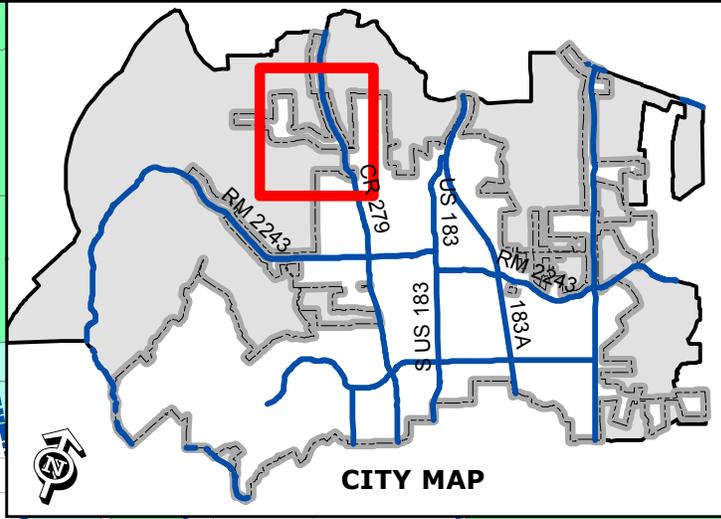
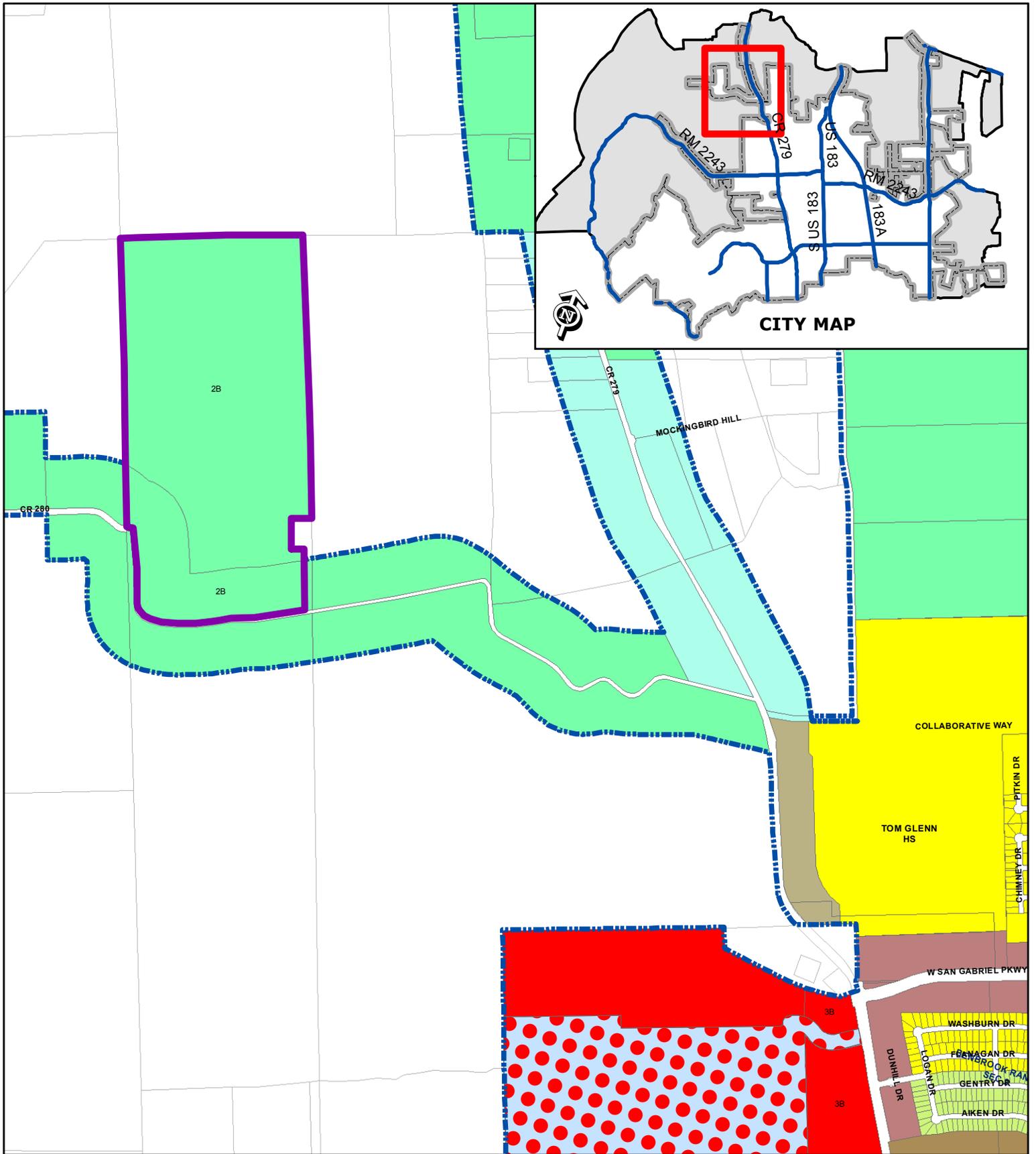


HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph. 512-837-2446 Fax 512-837-9463

PROJECT NO: Ewing	CALC'D BY: CAA
FILE: Ewing Basemap	DRAWN BY: CAA
DATE: 5/28/2012	CHECKED BY: JCH
SCALE: 1"=200'	SPL 1211001



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



Development Agreement

Attachment #5

Location Exhibit
Haynie Tract/Greatwood

-  Subject Property
-  City Limits

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



0 1,000
Feet



Executive Summary

July 02, 2015

Agenda Subject: Discussion and possible action to approve a development agreement between the City of Leander and Crystal Falls LTD for 27.63 acres more or less, generally located one block northeast of the intersection of East Crystal Falls Parkway and 183A Toll. Encompassing the property known as the Parkway Crossing Subdivision within the city limits of the City of Leander, Williamson County, Texas.

Background: The Parkway Crossing Development includes oversizing utilities, accepting previously approved plans, and establishing an annual maintenance fee of an on-site fire meter.

Origination: Applicant: Brian J. Parker, P.E. on behalf of Crystal Falls LTD.

Recommendation: Staff recommends approval of the assignment.

Attachments:

1. Development Agreement
2. Location Exhibit

Prepared By: Tom Yantis, AICP
Assistant City Manager

06/26/2015

**DEVELOPMENT AGREEMENT
FOR THE PARKWAY CROSSING DEVELOPMENT**

This Development Agreement for the Parkway Crossing Development (the "**Agreement**") is made and entered into, effective as of the ___ day of _____, 2015 (the "**Effective Date**"), by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "**City**"), and **Crystal Falls, Ltd.**, a Texas limited partnership (the "**Developer**"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Article I. Purpose; Consideration

1.01. Property. The Developer owns that certain 27.63 acre tract located in Williamson County, Texas, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the "**Property**"). The Property is proposed for development as a two-phased multi-family development with approximately 480 dwelling units. The Property is located in the City limits.

1.02. Prior Agreement. The Property was subject to that certain Development Agreement for the Village at Crystal Falls between the City and Villages of Crystal Falls, L.P. (the prior owner of the Property) dated February 7, 2011 (the "**Prior Agreement**"), which provided, in part, for the developer to oversize certain water and wastewater line projects, and such projects were only partially constructed. The Prior Agreement is expired and is no longer in effect. The Parties acknowledge and agree that the Property is no longer subject to the Prior Agreement.

1.03. Purpose. The City desires to contract with the Developer to oversize a water line and a wastewater line as provided herein to serve City customers outside of the Property, with the City rebating water impact fees and wastewater impact fees to the Developer as provided herein to offset the costs incurred by the Developer to oversize the water line and the wastewater line. The Developer wishes that the City's eminent domain authority be used to acquire easements for the off-site utility projects defined in Article III in the event that Developer is unable to acquire such easements. The off-site utility projects defined in Article III will be conveyed to and operated by the City as party of the City's utility system upon completion in accordance with the requirements of this Agreement. The Developer further wishes to receive rebates for a portion of the oversized infrastructure installed under the Prior Agreement in addition to rebates for a portion of the oversized infrastructure to be installed under this Agreement. The Developer further wishes to provide for the Property to be developed in two phases allowing platting fees to be paid separately at the time of final plat for each parcel.

1.04. General Benefits. The City will benefit from this Agreement by virtue of the oversizing of water and wastewater infrastructure as provided herein. The Developer will benefit from the use of the City's eminent domain authority if needed to acquire easements for the off-site utility projects and from the approval of a phasing plan through this Agreement.

1.05. Authority. This Agreement is entered into pursuant to the City Charter and applicable Development Agreement – Final 06/26/2015

Texas law.

1.06. Consideration. The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Article II. Term; Termination

2.01. Term. The term of this Agreement shall be ten (10) years from the Effective Date hereof, subject to earlier termination as provided in this Agreement.

2.02. Termination. The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer fails to comply with this Agreement or fails to meet any deadlines imposed by this Agreement or the City's ordinances.

Article III. Project

3.01. Water Line Project. The water line project consists of the construction, installation, and extension of approximately 1,940 linear feet of water line, oversized from eight inches (8") to twelve inches (12") in diameter, along the east side of 183-A Toll Road from the City's existing 24-inch water line located along the north side of E. Crystal Falls Parkway to the Property, along the route approved by the City and generally shown in Exhibit B (the "**Water Line Project**"). The Water Line Project will be separated into three segments as shown on Exhibit B. **Water Line Project Segment A** will consist of approximately 780 linear feet of water line from the aforesaid water main to a terminus at the distance shown on previously approved plans titled "Utility Improvements – GenCap Partners, LP – Village of Crystal Falls" (09-PICP-002) by Ozark Civil Engineering. **Water Line Project Segment B** will consist of approximately 300 linear feet of water line from the end of the waterline through the Parkway Crossing Phase 1 Subdivision. **Water Line Project Segment C** will consist of approximately 860 linear feet of water line through the Parkway Crossing Phase 2 Subdivision. The Water Line Project includes the water line and those facilities and equipment required for the water line to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards, the approved construction plans, and good design and engineering practices.

3.02. Wastewater Line Project. The wastewater line project consists of the installation, construction, and extension of approximately 4,710 linear feet of wastewater line, oversized from ten inches (10") to eighteen inches (18") in diameter, along the east side of 183-A Toll Road from the City's existing 27-inch Blockhouse Creek Wastewater Interceptor located along the north side of Blockhouse Creek south of E. Crystal Falls Parkway along the route approved by the City and generally shown in Exhibit C (the "**Wastewater Line Project**"). The Wastewater Line Project will be separated into one completed segment described in Section 3.03 and three new segments, and the new segments are shown on Exhibit C. **Wastewater Line Project Segment A** will consist of approximately 635 linear feet of wastewater line from the aforesaid

wastewater line terminus along the east side of 183-A Toll Road north of E. Crystal Falls Parkway to a terminus at the distance shown on previously approved plans titled “Utility Improvements – GenCap Partners, LP – Village of Crystal Falls” (09-PICP-002) by Ozark Civil Engineering. **Wastewater Line Project Segment B** will consist of approximately 295 linear feet of wastewater line from the end of Segment A through Phase 1 of the Parkway Crossing Subdivision aforesaid terminus through the Phase 1 Property. **Wastewater Line Project Segment C** will consist of approximately 860 linear feet of wastewater line through Phase 2 of the Parkway Crossing Subdivision. The Wastewater Line Project includes the wastewater line and those facilities and equipment required for the wastewater line to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards, approved construction plans, and good design and engineering practices.

3.03. Completed Segment. The following oversized wastewater line was installed under the Prior Agreement, and shall be referred to as the “**Completed Wastewater Line Segment**”: Approximately 2,920 linear feet of wastewater line, oversized from ten inches (10”) to eighteen inches (18”), from the City’s existing 27-inch Blockhouse Creek Wastewater Interceptor located along the north side of Blockhouse Creek south of E. Crystal Falls Parkway, along the east side of 183-A Toll Road to the line’s terminus on the north side of E. Crystal Falls Parkway.

3.04. Timely Completion. The Water Line Project and the Wastewater Line Project shall be referred to collectively as the “**Project**”. The Developer shall complete and obtain City acceptance of the Project on or before five (5) years from the Effective Date. No final plat of land out of the Property will be recorded until the associated segment of the Project required to be completed to provide water and wastewater service to the land within the final plat is completed by the Developer or the Developer posts with the City fiscal surety that complies with the City’s subdivision regulations to guarantee completion of the Project. The Project shall be designed and constructed in accordance with the approved construction plans, this Agreement, applicable local, state, and federal regulations, and good design and engineering practices.

Article IV. Project Engineer; Bidding of Project

4.01. Bidding. (a) The Project will be constructed in two phases that correspond with the Phases of the subdivision, as described in Section 8.01. Given the timing of the development of the two Phases, the Developer intends to enter into two separate contracts for construction of the Subdivision Improvements (as that term is defined in Section 9.02(a))—one for each Phase of the subdivision.

(b) For Phase 1, the City shall participate in the cost of constructing the Phase 1 under Subchapter C, Chapter 212, Texas Local Government Code, and as provided in this subsection (b). Developer shall enter into a contract for construction of the Subdivision Improvements for Phase 1, which shall include the Phase 1 Project. In addition, the Developer shall execute a performance bond for the construction of the Phase 1 Project to ensure completion of the project.

The bond must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code. Developer shall solicit private bids for the Subdivision Improvements for Phase 1 based on the City Engineer approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to the City. The Phase 1 Project private bids will be stated or quoted with alternate bids as follows:

- (1) The Water Line Project Segment B will be solicited for bids with an alternate bid being required for an eight inch (8") water line ("**Water Line Project Segment B Alternate #1**") and a twelve inch (12") water line ("**Water Line Project Segment B Alternate #2**"), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Water Line Project.
- (2) The Wastewater Line Project Segment B will be solicited for bids with an alternate bid being required for a ten inch (10") wastewater line ("**Wastewater Line Project Segment B Alternate #1**") and an eighteen inch (18") wastewater line ("**Wastewater Line Project Segment B Alternate #2**"), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Wastewater Line Project.

In this subsection, the difference between the alternate bids described in subsections (b)(1) and (2) shall be referred to as the **Oversized Phase 1 Project**.

The responsive bids must clearly demonstrate the amount bid for the Subdivision Improvements in Phase 1 that will be conveyed to the City upon completion (the "**Phase 1 Subdivision Improvements**") and the Alternate Bids described above. The City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations will be appropriately corrected or rejected by the City. The City Engineer shall reject the bids if the cost to construct the Oversized Phase 1 Project exceeds thirty percent (30%) of the total amount of the contract for construction of the Phase 1 Subdivision Improvements. In the event that the cost to construct the Oversized Phase 1 Project exceeds thirty percent (30%) of the cost to construct the Phase 1 Subdivision Improvements, the Developer shall either (i) rebid the Phase 1 Project by soliciting private bids under Subchapter C, Chapter 212, Texas Local Government Code and this subsection (b); or (ii) competitively bid the Phase 1 Project in accordance with Chapter 252, Texas Local Government Code.

(c) For Phase 2, the City shall participate in the cost of constructing the Phase 2 under Subchapter C, Chapter 212, Texas Local Government Code, and as provided in this subsection. Developer shall enter into a contract for construction of the Subdivision Improvements for Phase 2, which shall include the Phase 2 Project. In addition, the Developer shall execute a performance bond for the construction of the Phase 2 Project to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code. Developer shall solicit private bids for the Subdivision Improvements for Phase 2 based on the City Engineer approved design, plans and specifications, and recommend

the lowest qualified bidder/contractor to the City. The Phase 2 Project private bids will be stated or quoted with alternate bids as follows:

- (1) The Water Line Project Segment C will be solicited for bids with an alternate bid being required for an eight inch (8”) water line (“**Water Line Project Segment C Alternate #1**”) and a twelve inch (12”) water line (“**Water Line Project Segment C Alternate #2**”), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Water Line Project.
- (2) The Wastewater Line Project Segment C will be solicited for bids with an alternate bid being required for a ten inch (10”) wastewater line (“**Wastewater Line Project Segment C Alternate #1**”) and an eighteen inch (18”) wastewater line (“**Wastewater Line Project Segment C Alternate #2**”), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Wastewater Line Project.

In this subsection, the difference between the alternate bids described in subsections (c)(1) and (2) shall be referred to as the **Oversized Phase 2 Project**.

The responsive bids must clearly demonstrate the amount bid for the Subdivision Improvements in Phase 2 that will be conveyed to the City upon completion (the “**Phase 2 Subdivision Improvements**”) and the Alternate Bids described above. The City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations will be appropriately corrected or rejected by the City. The City Engineer shall reject the bids if the cost to construct the Oversized Phase 2 Project exceeds thirty percent (30%) of the total amount of the contract for construction of the Phase 2 Subdivision Improvements. In the event that the cost to construct the Oversized Phase 2 Project exceeds thirty percent (30%) of the cost to construct the Phase 2 Subdivision Improvements, the Developer shall either (i) rebid the Phase 2 Project by soliciting private bids under Subchapter C, Chapter 212, Texas Local Government Code and this subsection (c); or (ii) competitively bid the Phase 2 Project in accordance with Chapter 252, Texas Local Government Code.

Article V. Cost of the Project; Reimbursable Costs

5.01. Project Facilities Costs and Expenses. Developer shall contract for, fund and pay for the design, bidding, contract negotiation, installation and, construction of the Project and shall be entitled to rebates, as provided in Article VI below, of up to one hundred percent (100%) of the Reimbursable Costs (defined in Section 5.02 below) from the City, based on the oversizing of the Project, as provided in Section 4.01 above, subject to the provisions and limitations set forth in this Agreement. The 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; except that that Developer shall be eligible to receive water and wastewater impact fee

rebates up to the amount of the Reimbursable Costs for the portion of the Project that is being oversized as provided in Articles IV, V, and VI of this Agreement.

5.02. Reimbursable Costs. The “**Reimbursable Costs**” for the Project shall be:

- a) The Reimbursable Costs for the following wastewater infrastructure, which shall be referred to as the Reimbursable Costs for the Wastewater Infrastructure:
 - 1) The Reimbursable Costs for the Completed Wastewater Line Segment, which is \$59,733.75;
 - 2) The Reimbursable Costs for the Segment A Wastewater Line Projects shall be \$6,667.50;
 - 3) The Reimbursable Costs for the Wastewater Line Project Segment B, which shall be the difference between the dollar amount of the approved bid for Wastewater Line Project Segment B Alternate #1 and the dollar amount of the approved bid for Wastewater Line Project Segment B Alternate #2;
 - 4) The Reimbursable Costs for the Wastewater Line Project Segment C, which shall be the difference between the dollar amount of the approved bid for Wastewater Line Project Segment C Alternate #1 and the dollar amount of the approved bid for Wastewater Line Project Segment C Alternate #2;
- b) The Reimbursable Costs for the following water infrastructure, which shall be referred to as the Reimbursable Costs for the Water Infrastructure:
 - 1) The Reimbursable Costs for the Segment A Water Line Project, which is \$8,773.25;
 - 2) Water Line Project Segment B, which shall be the difference between the dollar amount of the approved bid for Water Line Project Segment B Alternate #1 and the dollar amount of the approved bid for Water Line Project Segment B Alternate #2;
 - 3) The Reimbursable Costs for the Water Line Project Segment C, which shall be the difference between the dollar amount of the approved bid for Water Line Project Segment C Alternate #1 and the dollar amount of the approved bid for Water Line Project Segment C Alternate #2;

provided that all such sums and amounts shall have been paid by Developer and are reasonable, necessary and documented to and approved by the City Engineer and Assistant City Manager, or the City Council, as applicable; and provided further that provided that the Reimbursable Costs for the Project described in Section 5.02(a)(2) and (3) and 5.02(b)(1) and (2) shall not exceed thirty percent (30%) of the actual cost of constructing the Phase 1 Subdivision Improvements;

and the Reimbursable Costs for the Project described in Section 5.02(a)(4) and 5.02(b)(3) shall not exceed thirty percent (30%) of the actual cost of constructing the Phase 2 Subdivision Improvements.

Article VI. Collection and Payment of Impact Fees

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

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

6.03. Wastewater Impact Fee Rebates. Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement, Developer shall receive a rebate of sixty percent (60%) of the Wastewater Impact Fees paid to the City for connections to the City wastewater utility system within: (i) the Property; and (ii) within land or developments that connect to the Project by a direct connection or by a wastewater line that is not listed and included in the City capital improvements plan and ordinance that establishes the Wastewater Impact Fees (the "**Wastewater Impact Fee Rebates**"). The Wastewater Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Wastewater Impact Fee Rebates, or a combination of Wastewater

Impact Fee Rebates and one or more payments from the City equal to the Reimbursable Costs for the Wastewater Infrastructure; (ii) the expiration of this Agreement; or (iii) the termination of this Agreement by reason of a Developer default. The City may at any time, in its sole discretion, pay the Developer the balance of the Reimbursable Costs for the Wastewater Infrastructure from any source of funds available to the City in one or more lump sum payments.

6.04. Suspension of Impact Fee Rebates. The City may suspend payment of Impact Fee Rebates if Developer is in default of this Agreement until such time that Developer cures the default.

6.05. Escrow Accounts. Commencing on the Effective Date and continuing until the Water Impact Fee Rebates and the Wastewater Impact Fee Rebates have been fully paid to the Developer in accordance with this Agreement, the City will maintain a separate escrow account for the Water Impact Fees (the “**Water Escrow Account**”) and a separate escrow account for Wastewater Impact Fees (the “**Wastewater Escrow Account**”). The City will deposit into the Water Escrow Account sixty percent (60%) of the Water Impact Fees paid to and received by the City for water connections listed in Section 6.02. The City will deposit into the Wastewater Escrow Account sixty percent (60%) of the Wastewater Impact Fees paid to and received by the City for wastewater connections listed in Section 6.03. The Water Escrow Account and the Wastewater Escrow Account will be held by the City and the Water Impact Fee Rebates and the Wastewater Impact Fee Rebates paid out to Developer as provided in this Agreement. Payments of Water Impact Fee Rebates and the Wastewater Fee Impact Fee Rebates to Developer shall begin after Developer completes and obtains City acceptance of the Project.

6.06. Payment of Water Impact Fee Rebates. Water Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Water Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the calendar quarter in which the City receives the Water Impact Fees. The payments will be in an amount equal to sixty percent (60%) of the Water Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Water Impact Fees for the connection of two (2) single-family lots within the Property in November and December 2016, on or before the 15th day of January 2017, the City will pay a Water Impact Fee Rebate to Developer (or its assignee) in an amount equal to sixty percent (60%) of the Water Impact Fees for the two (2) single-family lots within the Property plus such other Water Impact Fees as are payable and that were collected during the prior quarter. As further example, if for the months of January, February and March 2017 the City collects Water Impact Fees for the connection of five (5) single-family lots within the Property, then, on or before April 15, 2017, the City will pay a Water Impact Fee Rebate to Developer in an amount equal to sixty percent (60%) of the amount of the Water Impact Fees collected for the five lots plus such other Water Impact Fees as are payable and that were collected during the prior quarter. Developer shall not receive Water Impact Fee Rebates that are in excess of the Reimbursable Costs of the Water Infrastructure.

6.07. Payment of Wastewater Impact Fee Rebates. Wastewater Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Wastewater Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the calendar quarter in

which the City receives the Wastewater Impact Fees. The payments will be in an amount equal to sixty percent (60%) of the Wastewater Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Wastewater Impact Fees for the connection of two (2) single-family lots within the Property in November and December 2016, on or before the 15th day of January 2015, the City will pay a Wastewater Impact Fee Rebate to Developer (or its assignee) in an amount equal to sixty percent (60%) of the Wastewater Impact Fees for the two (2) single-family lots within the Property plus such other Wastewater Impact Fees as are payable and that were collected during the prior quarter. As further example, if for the months of January, February and March 2016 the City collects Wastewater Impact Fees for the connection of five (5) single-family lots within the Property, then, on or before April 15, 2016, the City will pay a Wastewater Impact Fee Rebate to Developer in an amount equal to sixty percent (60%) of the amount of the Wastewater Impact Fees collected for the five lots plus such other Wastewater Impact Fees as are payable and that were collected during the prior quarter. The Developer shall not receive Wastewater Impact Fee Rebates that are in excess of the Reimbursable Costs of the Wastewater Infrastructure.

Article VII. Eminent Domain

7.01. Eminent Domain. The Project is necessary and required improvements for the City's water system. The City will provide use of all necessary City lands, rights-of-way and easements (as appropriate) and will provide further required easements or lands in fee simple as may be necessary for construction of that part or portion of the Project that is located outside the boundaries of the Property. It is acknowledged there is and exists a public necessity for the Project. The Project will be a City capital improvement project and the City agrees to use its power of eminent domain to acquire such lands or easements as may be necessary for the construction of the Project. The reasonable costs and expenses of the City obtaining any easements and land required for the Project only and located outside the boundaries of the Property shall be paid by Developer.

Article VIII. Development of the Property

8.01. Phasing. The Property is to be developed in two separate **Phases** (herein so called) of multi-family development. The **Parkway Crossing Phase 1 Subdivision** or **Phase 1** (herein so called) will be developed upon land described on Exhibit D-1 attached hereto and made a part hereof and the **Parkway Crossing Phase 2 Subdivision** or **Phase 2** (herein so called) will be developed upon land described on Exhibit D-2 attached hereto and made a part hereof. **Water Line Project Segments A and B** and **Wastewater Line Project Segments A and B** are required to be constructed to serve the **Parkway Crossing Phase 1 Subdivision**, and shall be referred to as the Phase 1 Project. **Water Line Project Segment C** and **Wastewater Line Project Segment C** are required to be constructed to serve the **Parkway Crossing Phase 2 Subdivision**, and shall be referred to as the Phase 2 Project. The rights and obligations of the Developer under and pursuant to the this Agreement related to the **Parkway Crossing Phase 1 Subdivision** will likely be assigned by the Developer to GC Parkway Crossing, Ltd., a Texas limited partnership ("**Phase 1 Developer**")

at such time as the **Parkway Crossing Phase 1 Subdivision** is conveyed to the Phase 1 Developer.

Article IX. Additional Agreements and Performance

9.01. Additional City Agreement. The City hereby agrees:

- (a) to coordinate with Engineer on specific design requirements and specifications; and to review, and to approve and sign the plans and specifications for the Project in a timely manner, as appropriate;
- (b) to review and approve the plans, specifications and bids for construction of the Project as obtained for and on behalf of the City by Engineer and Developer, as appropriate;
- (c) during the course of the Project, to review, approve and sign necessary and appropriate change orders in a timely manner; to perform all inspections of the Project in a timely manner; and to approve the Project in a timely manner if constructed in accordance with the City approved plans and specifications;
- (d) after completion and final acceptance by the City of the Project as constructed, to accept the Project as part of the City's water utility system and wastewater utility system, as appropriate;
- (e) after Developer completes construction and obtains City acceptance of the Project and upon Developer completing construction of a phase or section of the subdivision in compliance with this Agreement and the City giving final acceptance of that phase or section, the City will approve connections to the water system and the wastewater system, as appropriate, and provide such services within the completed phase or section of the subdivision on the same terms and conditions as then provided within other areas of the City;
- (f) to review and process the applications made, and the plans and specifications submitted, by Developer with respect to the subdivision in a timely manner;
- (g) to accept the previously approved plans titled "Utility Improvements – GenCap Partners, LP – Village of Crystal Falls" (09-PICP-002) by Ozark Civil Engineering as construction documents for Segments A of Water and Wastewater Line Projects and the release of permit upon payment of fiscal and inspection fees and satisfaction of any other requirements for issuance of a permit under City ordinances;
- (h) to allow the use of a compound water meter for both domestic and fire service; provided that the Developer agrees, on behalf of itself, its grantees, successors, assigns, subsequent purchasers of any portion of the Property, and future water customers on the Property to pay an annual maintenance fee for such compound water meter in the amount of \$950 per year for each compound meter (the "**Annual Maintenance**

Fee”); and

- (i) to charge the owner of the Property an Annual Maintenance Fee for each compound water meter in the amount of \$950 for each meter, which includes annual testing and a fee to replace the compound meter every ten (10) years; provided that no Annual Maintenance Fees will be assessed to the owner of the Property for any separate private meters that it may install on a unit by unit basis for allocation of water charges to the unit occupant.

9.02. Additional Developer Agreements. Developer hereby agrees:

- (a) to finance, design, construct and install all required water, water facilities, streets, drainage facilities and other amenities and improvements within the Property, or outside the boundaries of the Property, as identified on previously approved plans titled “Utility Improvements – GenCap Partners, LP – Village of Crystal Falls” (09-PICP-002) by Ozark Civil Engineering, approved “Utility Construction Plans Water & Wasterwater Line Segment B for Parkway Crossing” (15-PICP-011) by Kimley-Horn and Associates, as they may be amended from time to time, and future utility construction plans for Water and Wastewater Segments C and any other subdivision infrastructure at Developer’s sole cost and expense (collectively the “**Subdivision Improvements**”); provided that Developer shall receive the Water and Wastewater Impact Fee Rebates and reimbursements for the Reimbursable Costs of the Project as provided in this Agreement;
- (b) to contract with the Project Engineer for the design, preparation of the plans and specifications, and the provision of the services anticipated to be performed by the Project Engineer for the Project pursuant to and in compliance with Article IV;
- (c) to review and approve the plans and specifications for the Project (including the estimated cost of the Project), identify any design errors, defects or insufficiencies, and to advise the City Engineer as to any perceived error, defect or insufficiency prior to approving any such plans and specifications;
- (d) to work and coordinate with the City, and to assure the improvements constituting the Project are eligible for funding with capital impact fees pursuant to the City's capital impact fee ordinance, prior to the execution of any contract for construction;
- (e) to enter into a contract with an appropriate contractor approved by the City pursuant to competitive bids approved by the City and Developer for construction of the Project;
- (f) to pay to the City all fees and charges provided for or established by the codes, ordinances, rules and regulations of the City for or with respect to the development of the Property when due, including, but not limited to, zoning and subdivision application fees, building permit fees, water and water tap and use fees and capital recovery/impact

fees;

- (g) to timely perform and complete each task, duty and responsibility of Developer set forth in this Agreement; and
- (h) on behalf of itself, its grantees, successors, assigns, subsequent purchasers of any portion of the Property, and future water customers on the Property to pay an Annual Maintenance Fee for each compound water meter in the amount of \$950 per year for each meter.

Article X. Assignment of Commitments and Obligations

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

Regardless of the preceding, the Developer may assign the rights and obligations of this Agreement related to Phase 1 to the Phase 1 Developer, without the approval of City Council; provided that the City reviews the assignment and the City acknowledges that the assignment has been reviewed. In the event the Developer has initiated construction of the Project, the assignment will address the assignor and assignee's respective responsibilities related to any pending construction of the Project as well as their respective entitlement to Impact Fee Rebates. Within thirty days of assignment the Developer shall deliver written notice to the parties named in Article 12 of this agreement. The City agrees that an assignment of rights and obligations in substantively the form of that attached hereto as Exhibit E and made a part hereof will be acceptable.

10.02. Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. The Memorandum of Agreement, in the form attached as Exhibit F, shall be recorded in the Official Public Records of Williamson County, Texas within ninety days after the Effective Date.

Article XI. Default and Related Provisions

11.01. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60)

days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

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

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

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

11.05. Force Majeure.

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

Article XII. Notices

12.01. 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. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

Knight & Partners
223 West Anderson Lane, #A105
Austin, Texas 77852

Any notice mailed to the Developer shall be addressed:

GC Parkway Crossing, Ltd.
Attn: Jeremy Cyr
12750 Merit Drive, Suite 1175
Dallas, Texas 75251

With copy to:

Fishman/Jackson
Attn: J. Scott Jackson
Three Galleria Tower
13155 Noel Road
Suite 700, LB #13
Dallas, Texas 75240

With additional copy to:

Dougherty Mortgage LLC
90 South 7th Street, Suite 4300
Minneapolis, Minnesota 55402-4108
Attn: FHA Servicing

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 XII. Miscellaneous Provisions

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

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

12.03. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

12.04. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

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

12.06. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

12.07. 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.

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

12.09. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A – Property Description
- Exhibit B – General Water Line Project Location
- Exhibit C – General Wastewater Line Project Location
- Exhibit D-1 – Property Phasing Plan-Phase 1
- Exhibit D-2 – Property Phasing Plan-Phase 2
- Exhibit E – Form of Approved Assignment of Agreement
- Exhibit F – Memorandum of Agreement

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

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

Attest:

By: _____
Name: Debbie Haile
Title: City Secretary

By: _____
Name: Christopher Fielder
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

(SEAL)

Notary Public, State of Texas

DEVELOPER/OWNER:
Crystal Falls, LTD

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

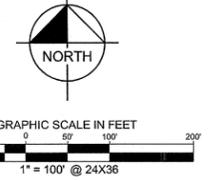
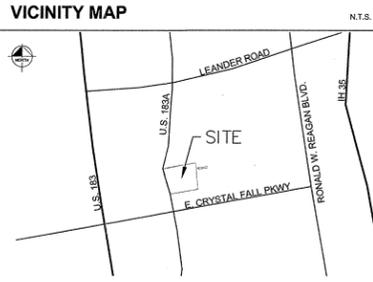
This instrument was acknowledged before me on this ____ day of _____, 2015, by _____, _____ of Crystal Falls, LTD, a Texas _____, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

EXHIBIT A

Description of Property



LEGAL DESCRIPTION:

27.623 acres of land located in the Elijah D. Harmon Survey, Abstract No. 6, City of Leander, Williamson County, Texas, and being all of Lot 1, Block A, Cantwell Tract Subdivision, according to the map or plat thereof recorded in Cabinet EE, Slides 104-106, Plat Records of Williamson County, Texas and further being that same tract of land conveyed to Villages of Crystal Falls, L.P. as recorded under Document Number 2007059129, Official Public Records of Williamson County, Texas; said 27.623 acres being more particularly described as follows:

BEGINNING, at a found 1/2 inch iron rod with cap located in the easterly line of U.S. Highway 183-A (US 183-A) and marking the southwestern corner of the remainder of Lot 2 of the Dunkley Subdivision, according to the map or plat thereof recorded in Cabinet L, Slide 150, Plat Records of Williamson County, Texas;

THENCE, North 68deg 28' 19" East, leaving easterly line of US 183-A, along the common line between this tract and the said Dunkley Subdivision, at a distance of 85.51 feet, passing a found 1/2 inch iron rod, marking the southwestern corner of Lot 3 of said Dunkley Subdivision, at a distance of 346.44 feet, passing a found 1/2 inch iron rod marking the southwestern corner of Lot 4 of said Dunkley Subdivision, at a total distance of 607.25 feet to a found 1/2 inch iron rod marking the southwestern corner of that certain 20.679 acre tract as described in a deed to Frederik Willem de Wette and wife Theodora de Wette as recorded in Volume 561, Page 133 of the Deed Records of Williamson County, Texas;

THENCE, North 69deg 55' 58" East, along the southerly line of said 20.679 acre tract, a distance of 666.96 feet, to a found 1/2 inch iron rod marking the northwesterly corner of Lot 1, of the Giddens Weskim Estates Subdivision, according to the map or plat thereof recorded in Cabinet H, Slide 250, Plat Records of Williamson County, Texas;

THENCE, along the common line between this tract and said Lot 1, the following courses:
South 15deg 41' 50" East, a distance of 194.18 feet, to a found 1/2 inch iron rod;

North 71deg 06' 25" East, a distance of 411.33 feet, to a found 1/2 inch iron rod with cap in the westerly line of County Road 271;

THENCE, South 21deg 29' 57" East, along the westerly line of County Road 271, a distance of 50.08 feet, to a P.K. nail found marking the northeasterly corner of Lot 2A, Giddens Weskim Estates Lot 2, Replat, according to the map or plat thereof recorded in Cabinet CC, Slide 142, Plat Records of Williamson County, Texas;

THENCE, leaving the westerly line of County Road 271 and along the common line between this tract and said Lot 2A, the following courses:

South 71deg 06' 29" West, a distance of 416.42 feet, to a found 1/2 inch iron rod with cap;

South 15deg 39' 33" East, a distance of 231.01 feet, to a found 1/2 inch iron rod, marking the southwestern corner of said Lot 2A, same being the northwesterly corner of Lot 3 of the aforementioned Giddens Weskim Estates Subdivision;

THENCE, South 15deg 37' 40" East, along the westerly line of said Lot 3, a distance of 473.39 feet, to a found 1/2 inch iron rod, marking the southwestern corner of said Lot 3, and the northwesterly corner of Lot 2, of the Stillmeadow Subdivision, according to the map or plat thereof recorded in Cabinet E, Slide 360, Plat Records of Williamson County, Texas;

THENCE, South 15deg 25' 29" East, along the westerly line of said Lot 2, a distance of 56.60 feet, to a found 1/2 inch iron rod with cap marking the southeasterly corner of the aforementioned, Lot 1, Block A, Cantwell Tract Subdivision; same being the northeasterly corner of Lot 2, Block A of said Cantwell Tract Subdivision;

THENCE, South 69deg 42' 38" West, along the common line between said Lot 1 and Lot 2, Block A, a distance of 1078.90 feet, to a found 1/2 inch iron rod with cap located in the easterly line of said US 183-A;

THENCE, along the easterly line of said US 183-A, the following courses:
North 28deg 13' 09" West, a distance of 402.05 feet, to a brass monument;

Northwesterly, along the arc of a curve to the right having a radius of 2844.79 feet, a central angle of 04deg 19' 21", an arc length of 214.62 and a chord bearing: N 26deg 02' 09" W, 214.57 feet, to a brass monument;

Northwesterly, along the arc of a curve to the left having a radius of 5749.58 feet, a central angle of 03deg 48' 09", an arc length of 381.57 feet and a chord bearing: N 25deg 48' 39" W, 381.50 feet, to the POINT OF BEGINNING and containing 27.623 acres (1,203,272 square feet) of land, more or less.

LINE TYPE LEGEND

---	BOUNDARY LINE
---	EASEMENT LINE
---	BUILDING LINE
---	WATER LINE
---	SANITARY SEWER LINE
---	STORM SEWER LINE
---	GAS
---	UNDERGROUND GAS LINE
---	OVERHEAD UTILITY LINE
---	UNDERGROUND UTILITY LINE
---	UNDERGROUND TELEPHONE LINE
---	FENCE
---	CONCRETE PAVEMENT
---	ASPHALT PAVEMENT

BENCH MARK LIST

TBM #1 - CHISELED SQUARE ON TOP OF CURB, NORTH SIDE OF RAIDER WAY, NORTH SIDE OF DRIVE WAY, OF THE SOUTH ENTRANCE TO ROUSE H.S. ELEVATION = 970.97 FEET. (AS SHOWN)
TBM #2 - CHISELED SQUARE ON TOP OF LIGHT POLE BASE, LOCATED ON THE EAST SIDE OF 183A, SECOND LIGHT POLE NORTH OF THE SOUTHWEST CORNER OF LOT 1, ELEVATION = 957.99 FEET. (AS SHOWN)

LEGEND

---	1/2" IRFC IRON ROD WITH CAP FOUND
---	PK# PK NAIL FOUND
---	1/2" IRFC IRON ROD FOUND
---	TELEPHONE BOX
---	ELEVATION BENCHMARK
---	LIGHT STANDARD
---	UTILITY POLE
---	GUY ANCHOR
---	SIGN

NOTES:

The surveyed property does not appear to be in use as a dump, sump or sanitary landfill.

At the time of survey, there was no visible evidence of current earth moving work, building construction or building additions.

Underground utilities shown hereon are from record drawings obtained from the City of Leander and the engineer of record and the surveyor cannot guarantee the locations of said utilities, except those that are observed on the surface at the time of this survey.

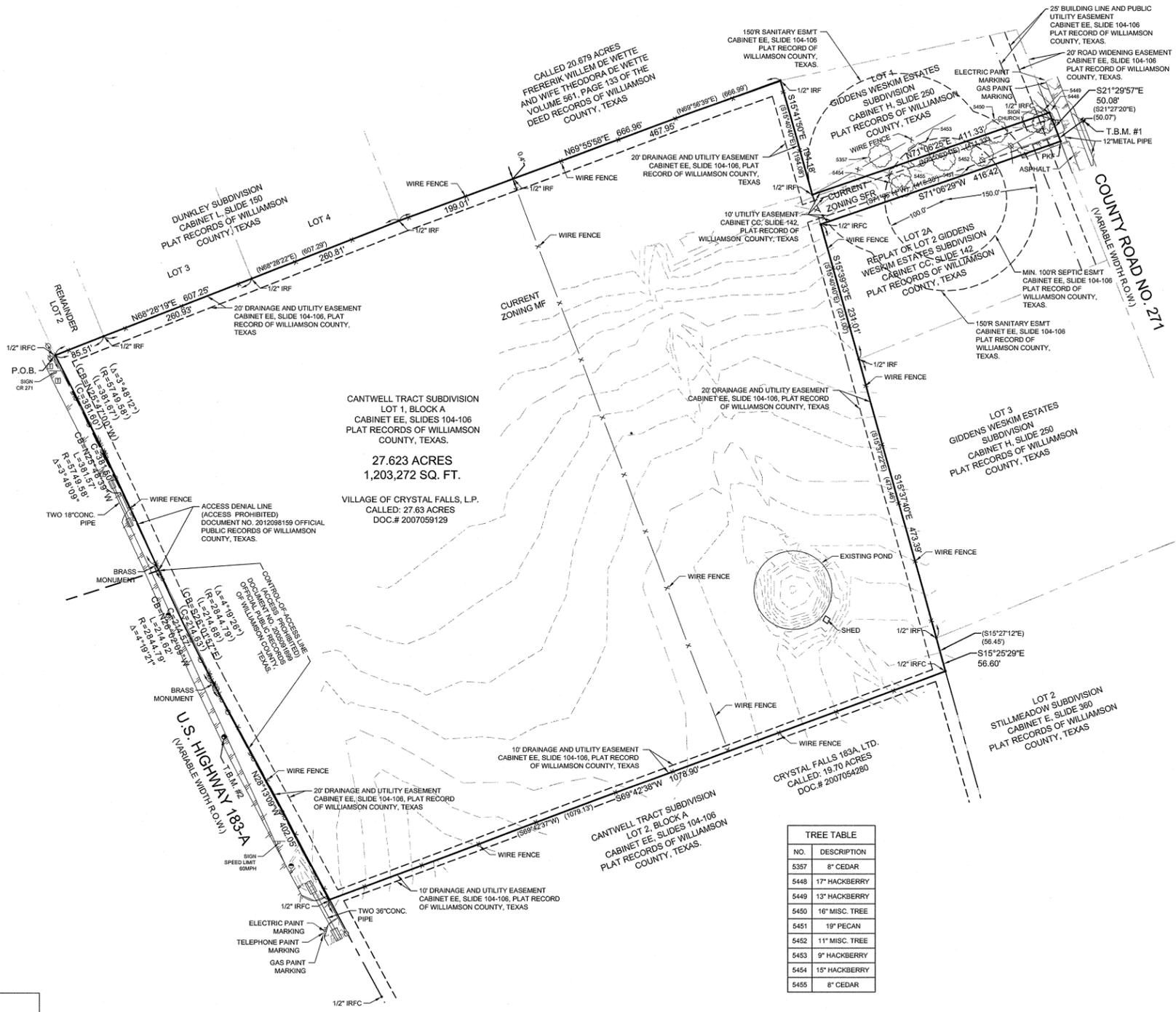
The surveyor did not abstract the surveyed property.

Basis of Bearings is the Texas State Plane Coordinate System, Central Zone 4203, NAD 1983.

Current City of Leander Zoning
MF - Multifamily
SFR - Single - Family rural

FLOOD STATEMENT:

According to Community Panel No. 48491C0216 C, and 48491C0218 C, both dated September 27, 1991 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Williamson County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is not within a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.



TREE TABLE

NO.	DESCRIPTION
5357	8" CEDAR
5448	17" HACKBERRY
5449	13" HACKBERRY
5450	16" MISC. TREE
5451	19" PECAN
5452	11" MISC. TREE
5453	9" HACKBERRY
5454	15" HACKBERRY
5455	8" CEDAR

NOTES ADDRESSING SCHEDULE B EXCEPTIONS:

(Pursuant to Commitment for Title Insurance, provided by Gracy Title, a Stewart Company, GF. No. 01247-24918, Effective Date: May 16, 2014, Issued: May 29, 2014.)

- SCHEDULE B**
- the following restrictive covenants of record itemized below; Cabinet H, Slides 250-252 (Subject to as shown) and Cabinet EE, Slides 104-106 (Subject to as shown), of the Plat Records of Williamson County, Texas, Volume 569, Page 428 (Subject to), Deed Records of Williamson County, Texas; and Document Numbers 2005091899 (Subject to as shown) and 2012098159 (Subject to as shown), of the Official Public Records of Williamson County, Texas.
 - 20' drainage and public utility easement reserve along the west, northern north and northern and southern east property lines, as shown on the plat of record in Cabinet EE, Slides 104-106, of the Plat Records of Williamson County, Texas, (Subject to as shown).
 - A 10' drainage and public utility easement reserve along the west south property line, as shown on the plat of record in Cabinet EE, Slides 104-106, of the Plat Records of Williamson County, Texas, (Subject to as shown).
 - 10' public utility easement along the eastern north and eastern south property lines, as shown on the plat of record in Cabinet EE, Slides 104-106, of the Plat Records of Williamson County, Texas, (Subject to as shown).
 - 20' road widening easement along the central east property line, as shown on the plat of record in Cabinet EE, Slides 104-106, of the Plat Records of Williamson County, Texas, (Subject to as shown).
 - 25' building line and public utility easement along the central east property line, as shown on the plat of record in Cabinet EE, Slides 104-106, of the Plat Records of Williamson County, Texas, (Subject to as shown).
 - 150' radius sanitary easement over and across a portion of the subject property, as shown on the plat of record in Cabinet EE, Slides 104-106, of the Plat Records of Williamson County, Texas, (Subject to as shown).
 - Min. 100' septic easement over and across a portion of the subject property, as shown on the plat of record in Cabinet EE, Slides 104-106, of the Plat Records of Williamson County, Texas, (Subject to as shown).
 - Building setbacks to comply with the most current zoning ordinance of the City of Leander, as set out on the plat of record in Cabinet EE, Slides 104-106, of the Plat Records of Williamson County, Texas, (Subject to).
 - A right-of-way easement granted to the State of Texas, as described in Volume 406, Page 386, of the Deed Records of Williamson County, Texas, to the extent that the same may affect the subject property, (Does not affect subject tract).
 - A public utility easement granted to the City of Leander, Texas, as described in Volume 1899, Page 623, of the Official Records of Williamson County, Texas, to the extent that the same may affect the subject property, (Does not affect subject tract).
 - A reciprocal access easement granted by and between Crystal Falls 183, Ltd., and Villages of Crystal Falls, L.P., in Reciprocal Access Agreement recorded under Document Number 2007059130, of the Official Public Records of Williamson County, Texas, together with all terms, provisions of said instrument, (Subject to).
 - Subject to reversionary rights contained in the restrictions of record in Volume 569, Page 428, of the Deed Records of Williamson County, Texas, (Subject to).
 - All terms, conditions, and provisions of that certain Agreement as to Improvements and Sharing of Costs, dated July 12, 2007, of record under Document Number 2007059131, of the Official Public Records of Williamson County, Texas, (Subject to).
 - Restrictions on access to Highway 183A as described in Document Number 2012098159, of the Official Public Records of Williamson County, Texas, (Subject to as shown).

SURVEYORS CERTIFICATION:

To:
Gracy Title, a Stewart Company; Crystal Falls, LTD.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1,2,3,4,7(a),8,9 and 11(a) of Table A thereof. The field work was completed on 5/30/14.

Survey Date: 7/22/14

James W. Russell

James W. Russell
Registered Professional Land Surveyor No. 4230
Kimley-Horn and Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Ph. 210-541-9166
jim.russell@kimley-horn.com



ALTA/ACSM LAND TITLE SURVEY

27.623 acres of land located in the Elijah D. Harmon Survey, Abstract No. 6, City of Leander, Williamson County, Texas, and being all of Lot 1, Block A, Cantwell Tract Subdivision, according to the map or plat thereof recorded in Cabinet EE, Slides 104-106, Plat Records of Williamson County, Texas and further being that same tract of land conveyed to Villages of Crystal Falls, L.P. as recorded under Document Number 2007059129, Official Public Records of Williamson County, Texas.

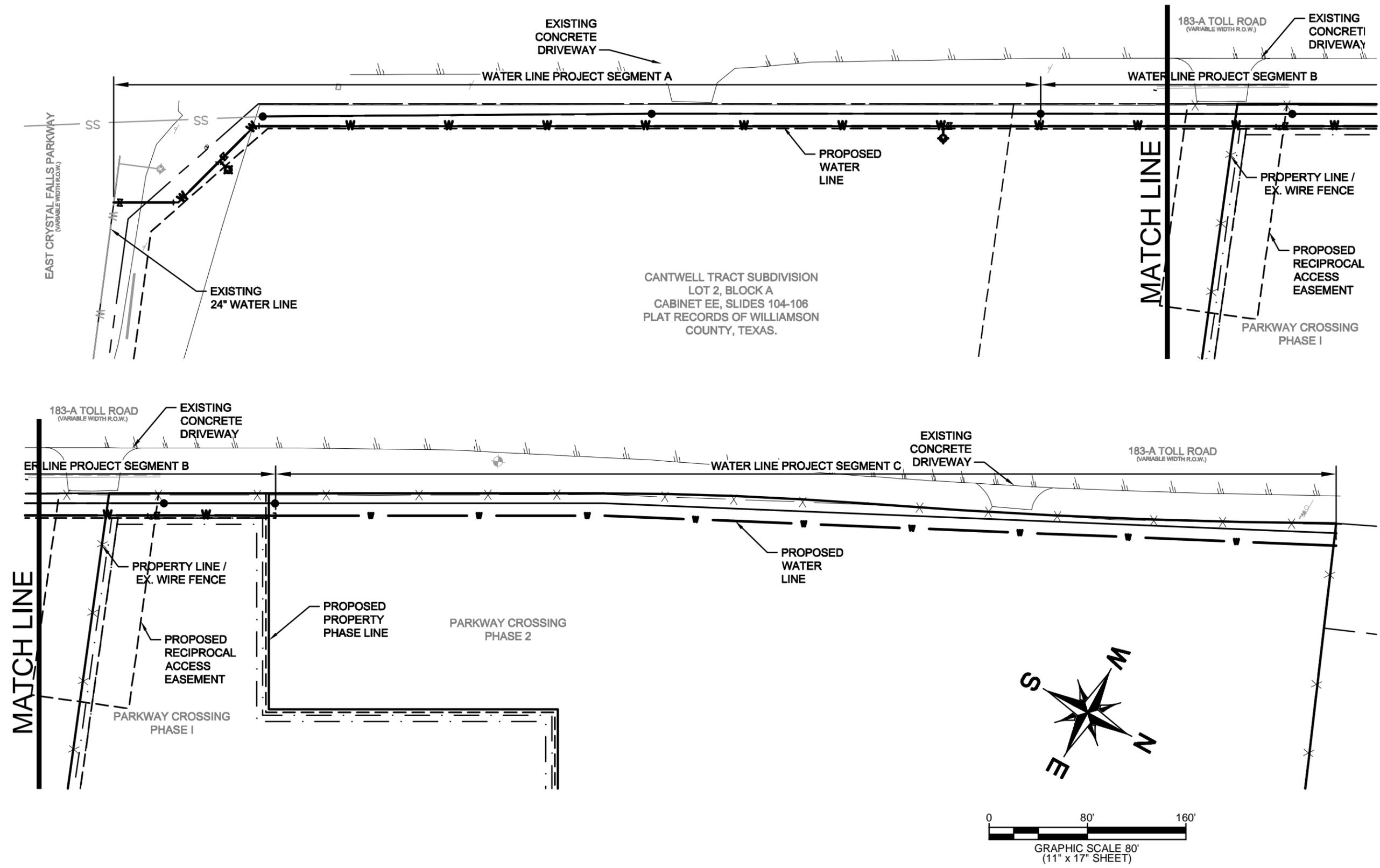
No.	DATE	REVISION DESCRIPTION	Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1	7/22/14	25'BLDG LINE & PUE, PER PLAT	1" = 100'	MAV	JWR	06/10/2014	068594006	1 OF 1

Kimley»Horn

601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Tel. No. (210) 541-9166
www.kimley-horn.com

EXHIBIT B
General Location of Water Line Project

Plotted By: Wilson, Joel Date: May 28, 2015 08:09:06am File Path: K:\AUS_Civil\068594006 - Parkway Crossing\Drawings\PlanSheets\Development Agreement Utility Plans\General Water Line Project (rev).dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



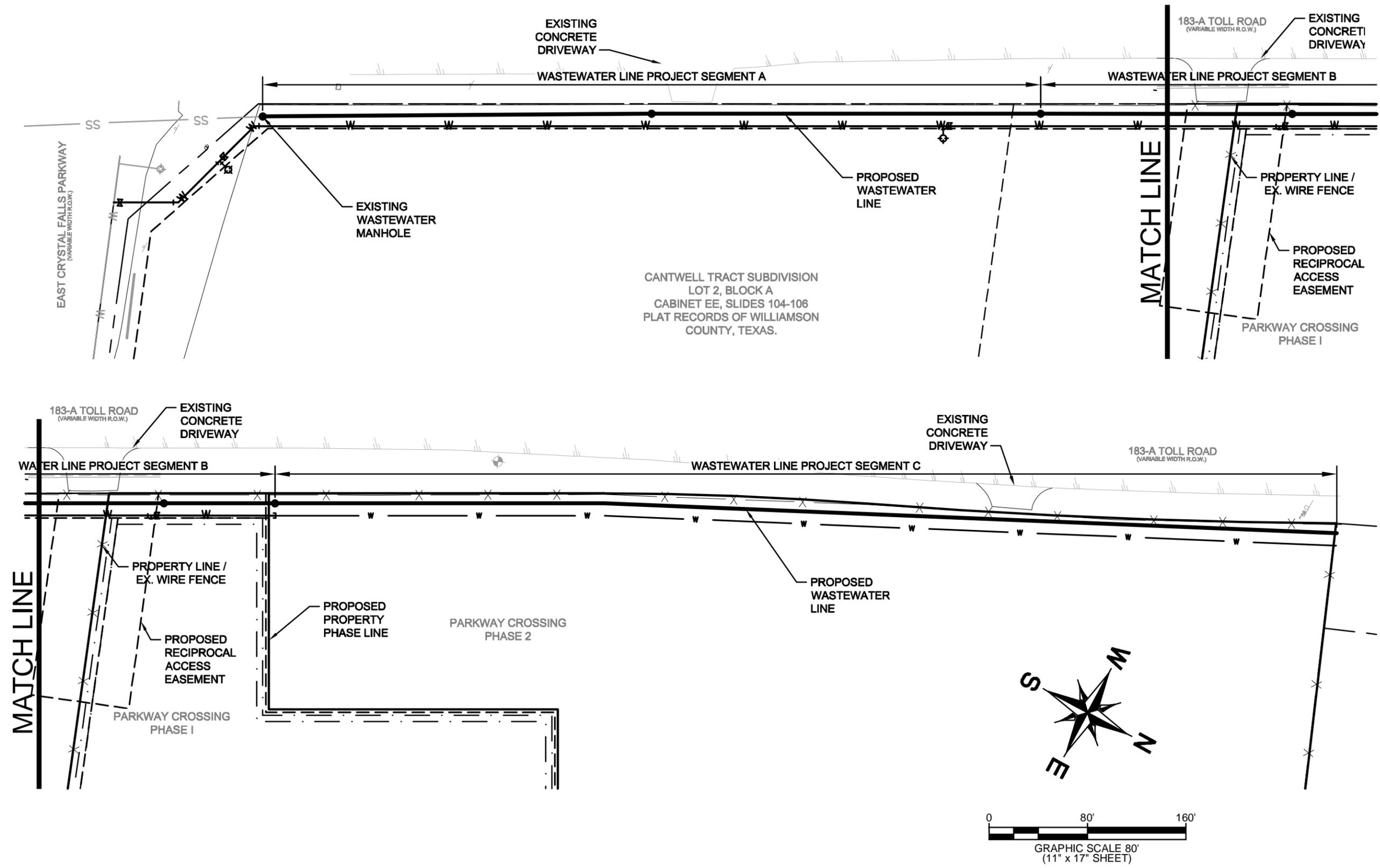
PARKWAY CROSSING, LEANDER, TX
EXHIBIT B - GENERAL WATER LINE PROJECT LOCATION



EXHIBIT C

General Location of Wastewater Line Project

Plotted By: Wilson, Joel Date: May 28, 2015 08:06:47am File Path: K:\AUS_Civil\068594006 - Parkway Crossing\Drawings\PlanSheets\Development Agreement Utility Plans\General WW Line Project rev1.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Release of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



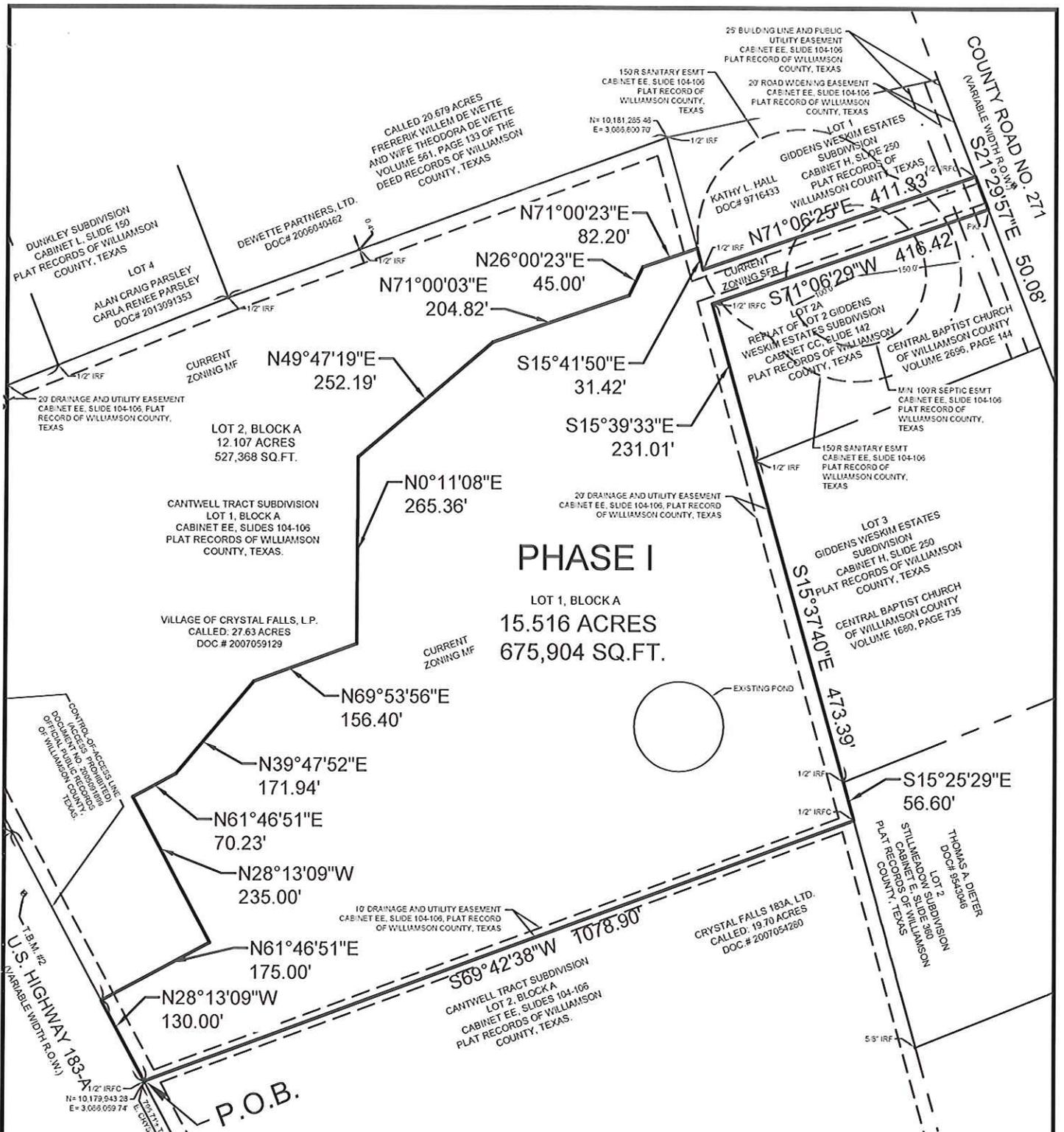
PARKWAY CROSSING, LEANDER, TX
EXHIBIT C - GENERAL WASTEWATER LINE PROJECT LOCATION



EXHIBIT D-1

Phasing Plan

Parkway Crossing Phase 1 Subdivision



James W. Russell
 8/26/14

JAMES W. RUSSELL
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 4230
 601 NW LOOP 410, SUITE 350
 SAN ANTONIO, TEXAS 78216
 PH. 210-541-9166
 jim.russell@kimley-horn.com



15.516 ACRES OF LAND LOCATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF LOT 1, BLOCK A, CANTWELL TRACT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET EE, SLIDES 104-106, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND FURTHER BEING THAT SAME TRACT OF LAND CONVEYED TO VILLAGES OF CRYSTAL FALLS, L.P. AS RECORDED UNDER DOCUMENT NUMBER 2007059129, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Kimley»Horn

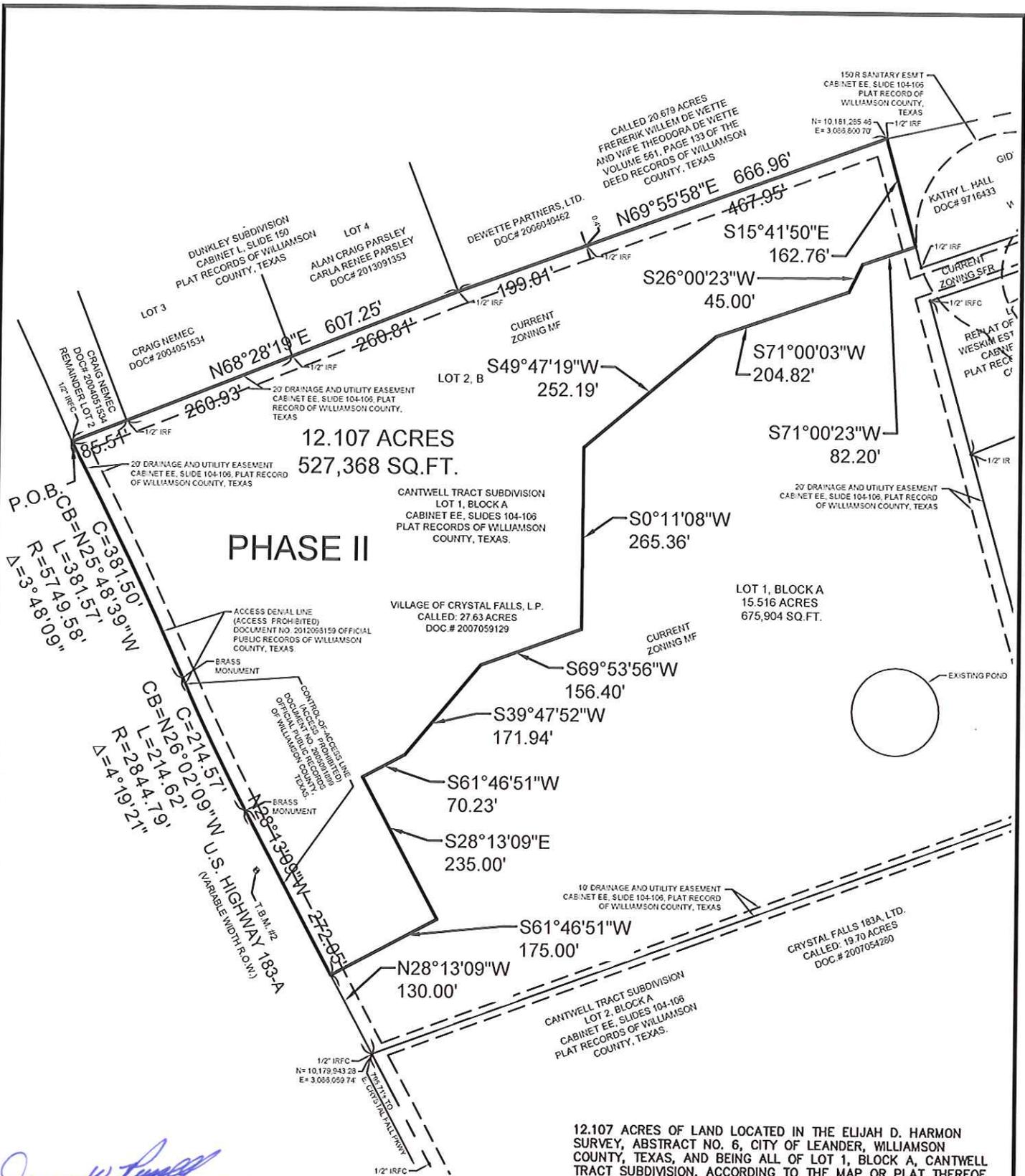
12750 Merit Drive, Suite 1000
 Dallas, Texas 75251 FIRM # 101155-00 Tel. No. (972) 770-1300
 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	MAV	JWR	08/26/2014	068594006	1 OF 2

EXHIBIT D-2

Phasing Plan

Parkway Crossing Phase 2 Subdivision



James W. Russell
8/26/14

JAMES W. RUSSELL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4230
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
jim.russell@kimley-horn.com

12.107 ACRES OF LAND LOCATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF LOT 1, BLOCK A, CANTWELL TRACT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET EE, SLIDES 104-106, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND FURTHER BEING THAT SAME TRACT OF LAND CONVEYED TO VILLAGES OF CRYSTAL FALLS, L.P. AS RECORDED UNDER DOCUMENT NUMBER 2007059129, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251 FIRM # 101155-00 Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	MAV	JWR	08/26/2014	068594005	1 OF 2

1. Assignment. Assignor has ASSIGNED, TRANSFERRED AND CONVEYED 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 Assigned Rights under Agreement with respect to **Parkway Crossing Phase 1 Subdivision**. Assignor has retained its rights and obligations under the Agreement that are related to the **Water Line Project Segment C** and **Wastewater Line Project Segment C** and the **Parkway Crossing Phase 2 Subdivision** and has retained all other obligations that apply to the **Parkway Crossing Phase 2 Subdivision**, none of which are assigned to or assumed herein by Assignee.

2. Assumption. 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 relative to the Assigned Rights; (b) agrees to develop the Property in compliance with the requirements of the Agreement related to the Assigned Rights; (c) is obligated under the relevant sections of the Development Agreement to complete any work that is currently under construction relative to the Assigned Rights and the Parkway Crossing Phase 1 Subdivision; provided that all other obligations under the Agreement that apply to the **Parkway Crossing Phase 2 Subdivision**, are not assigned to or assumed by Assignee. It is agreed that only those Annual Maintenance Fees attributable to the **Parkway Crossing Phase 1 Subdivision** are hereby assigned to and will be the future responsibility of the Assignee, with responsibility for Annual Maintenance Fees attributable to the **Parkway Crossing Phase 2 Subdivision** being retained by the Assignor.

3. Impact Fee Rebates. Assignee and Assignor agree that Assignee shall be entitled to receive Impact Fee Rebates for the Reimbursable Costs for the Phase 1 Project, as such terms are defined in the Agreement.

4. 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.

5. 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.

6. 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.

7. Counterparts; Facsimile Signatures. Facsimile signatures appearing hereon shall be deemed an original, and this Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be a complete executed document for all purposes.

ASSIGNOR:

By: _____

Title: _____

Address:

Date: _____

ASSIGNEE:

a Texas corporation

By: _____

Title: _____

Address:

Date: _____

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____, a Texas limited partnership, on behalf of said partnership.

NOTARY PUBLIC, State of Texas

(SEAL)

EXHIBIT A [TO Exhibit E]
Legal Description of the Property
Parkway Crossing Phase 1 Subdivision

EXHIBIT F

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into by and between the City of Leander, Texas, a home-rule municipal corporation (the "City"), and Crystal Falls, Ltd., a Texas limited partnership, its authorized and approved successors and assigns ("Developer"). The City and the Developer are sometimes referred to herein as the "Parties."

1. The Parties have entered into that certain Development Agreement for the Parkway Crossing Development, dated effective _____, 2015 (the "Agreement"), relating to the development of the real property described in Exhibits "A" and "A-1" attached hereto and incorporated herein by reference (the "Property").

2. This Memorandum does not alter, amend or modify the terms of the Agreement, but is executed solely for the purpose of giving notice of the existence of the Agreement. A copy of the Agreement is in the possession of the City and may be examined at its offices.

IN WITNESS WHEREOF, this instrument is executed as of _____, 2015.

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

Attest:

By: _____
Name: Debbie Haile
Title: City Secretary

By: _____
Name: Christopher Fielder
Title: Mayor

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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

(SEAL)

Notary Public, State of Texas

DEVELOPER:

By: _____

Name:

Title: President

THE STATE OF TEXAS §

COUNTY OF _____ §

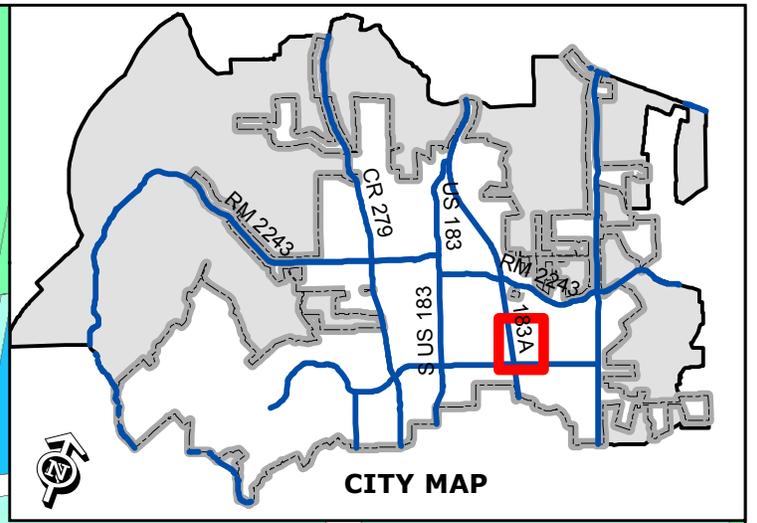
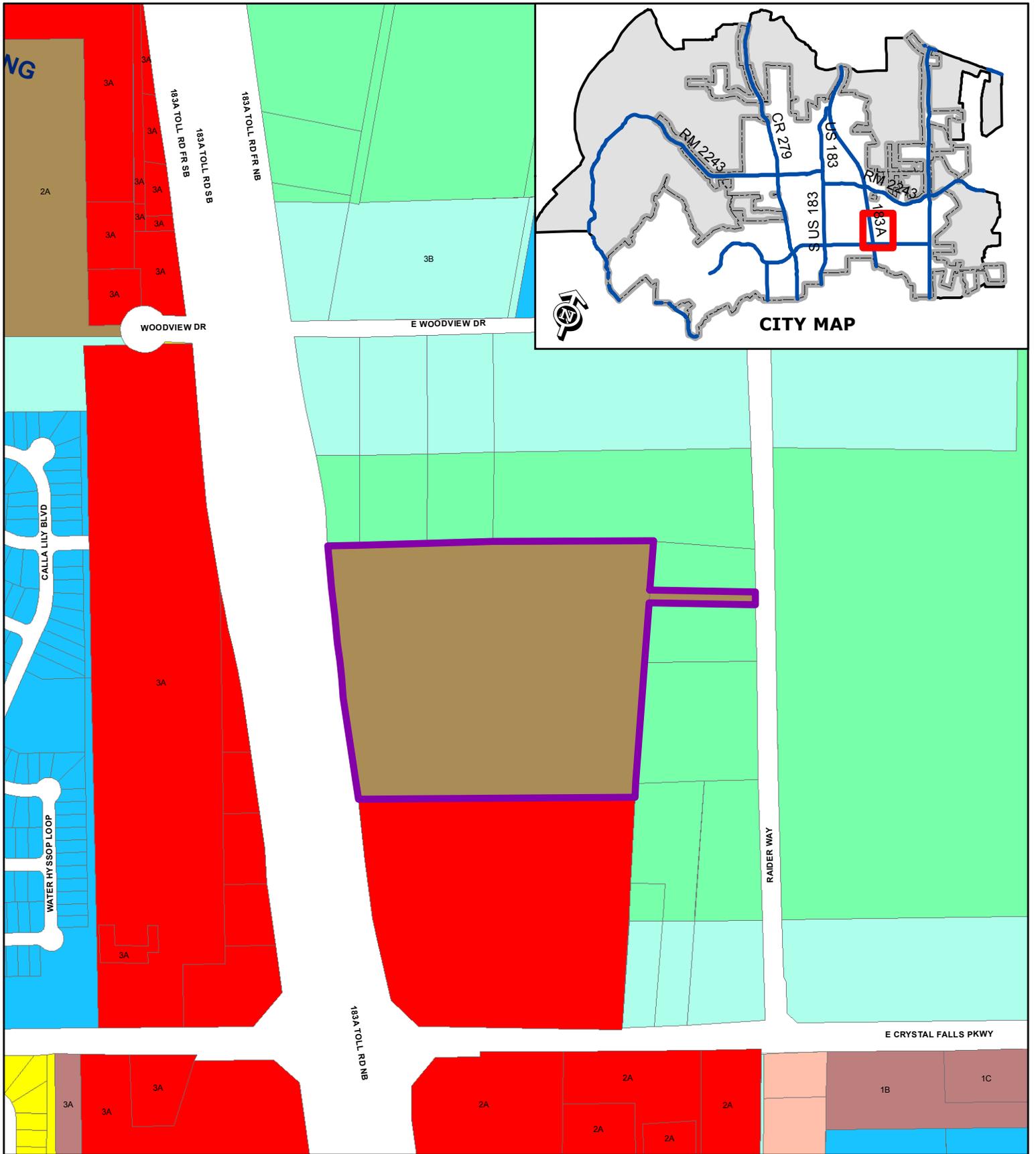
This instrument was acknowledged before me on this ____ day of _____, 2015, by _____, a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

Exhibit “A”, the Property

Exhibit “A-1”



Development Agreement

Attachment #2

Location Exhibit
Parkway Crossing

-  Subject Property
-  City Limits

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





Executive Summary

July 2, 2015

Subject: Approval to Reject the Bid for the Veterans Park Improvements Project

Background: One bid in the amount of \$802,216 was received June 16th for the Veterans Park Improvements Project. The lone bidder was ASD Consultants, Inc.

The design consultant's estimated cost for project was \$245,759. The scope of work included the Walk of Honor, 2 overlook plazas, 5 military seal monuments and flagpoles, lighting for 7 flag poles, 3 stone benches and a pond aeration system.

Financial Consideration: None

Recommendation: Staff respectfully recommends that the Council reject the ASD bid in the amount of \$802,216.

Attachments: None

Prepared by: Stephen Bosak, Parks & Recreation Director



Executive Summary

July 2, 2015

Council Agenda Subject: Employee Benefits Renewal for Plan Year 2015-2016

Background: A brief summary of employee benefits are provided below:

Wellness Initiative

2015 is the 3rd year for our biometric screening wellness initiative. We continue to have strong participation, but for those employees that choose not to participate, a wellness fee of \$40.00 is assessed monthly.

Renewal Rates

Increases: This year there will be three (3) carriers that will be increasing their rates. They include our medical (BlueCross/BlueShield of Texas), dental (Guardian) and Flexible spending (BMA), benefit carriers. The medical and dental rates also include the Affordable Care Act fees.

Those fees include:

- **Health Insurer Fee:** This is an annual fee based on health insurance premiums. The fee will fund subsidies for lower income individuals and families to purchase health insurance on the public exchange
- **Transitional Reinsurance Fee:** This fee will help stabilize premiums in the individual insurance market by creating funds that will help offset the costs of high-risk individuals in the individual market.
- **PCORI Fee:** The Affordable Care Act created an entity known as the Patient-Centered Outcomes Research Institute (PCORI). The institute researches and compares the clinical effectiveness of different medical treatments, and it will be funded by clinical effectiveness research fees (PCORI fees).

Decreases: Alliance Work Partners (Employee Assistance Program) reduced their cost per employee per month from \$2.08 to \$2.02.

No Rate Changes The City did not receive any rate increases from the remainder of our benefit carriers.

Overall Increases

1. **Medical:** Due to unusually high major claims experience this plan year, BlueCross initially projected a 30% rate increase for 2015/2016. Gallagher Benefit Services, our benefits consultants, were able to negotiate a **12%** renewal rate after suggested medical plan design. Gallagher's significant negotiating efforts on the city's behalf cannot be overlooked. Refer to Medical Plan Design Changes for specific changes.

2. **Dental:** Guardian has not increased rates in several years. Their projected rate increase of **8%** reflects, to a large degree, increased costs associated with health care reforms.
3. **Flexible Spending:** Current rates have remained in force since 2007. Pricing will move from \$6.00 per employee per month to **\$6.50** per employee per month.

Medical Plan Design Changes

With the Monthly Financial Reports from our consultant along with the Projected Renewal, the City anticipated a 29% rate increase. The City requested Gallagher Benefit Services to obtain alternates from BlueCross using the following strategy:

1. Obtain premium rates using our current 3 plans with no plan changes,
2. Obtain premium rates by switching to a 2 plan option with no plan changes, (this change would likely result in the “buy-up” participants moving into the Mid plan),
3. Obtain premium rates using 2 plan options with plan changes.

The initial renewal came back a 30% increase (by keeping all three plans as is). We then received a 27% increase by switching to only 2 plans. Obviously reducing down to only 2 plans didn't buy the City much. Therefore, Gallagher negotiated a renewal rate of 12% but that required plan changes. The changes are depicted in yellow below and broken down as follows:

1. Increasing the specialist office visit co-pay from \$40 to \$50,
2. Urgent care co-pays from \$50 to \$75, and
3. Prescription drug co-pays from \$15/30/45 to \$20/\$40/\$70
4. However, prescription drug co-pays will now have a separate out of pocket maximum of \$1000 individual/\$3000 family. Previously, prescription drug co-pays were not only excluded from the regular deductible but plan participants never reached an out of pocket max for prescriptions.

City of Leander
Market Overview - Fully Insured
Plan Year 2015 - 2016

Carrier	BCBS													
	Current						Renewal						Negotiated Renewal w/Plan Changes	
	HSA Low		PPO Mid		PPO Buy-Up		HSA Low		PPO-Mid		HSA Low		PPO-Mid	
Plan Design	In	*Out	In	*Out	In	*Out	In	*Out	In	*Out	In	*Out	In	*Out
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited		Unlimited		Unlimited		Unlimited	
Individual Deductible	\$3,000	\$6,000	\$3,000	\$9,000	\$1,500	\$4,500	\$3,000	\$6,000	\$3,000	\$9,000	\$3,000	\$6,000	\$3,000	\$9,000
Family Deductible	\$6,000	\$12,000	\$9,000	\$12,000	\$4,500	\$12,000	\$6,000	\$12,000	\$6,000	\$12,000	\$6,000	\$12,000	\$6,000	\$12,000
Embedded/Aggregate	Embedded		Embedded		Embedded		Embedded		Embedded		Embedded		Embedded	
Co-insurance	80%	60%	80%	60%	80%	60%	80%	60%	80%	60%	80%	60%	80%	60%
Hospital Per Admission	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%
Per Occurrence Deductible	None		None		None		None		None		None		None	
Outpatient Surgery	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%
In-Office Surgery	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%
Lab/X-Ray(Diagnostic)	Ded/80%	Ded/60%	100%	Ded/70%	100%	Ded/70%	Ded/80%	Ded/60%	100%	Ded/70%	Ded/80%	Ded/60%	100%	Ded/70%
Imaging(CT/PET Scans, MRIs)	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%
Office Visit Co-pay	Ded/80%	Ded/60%	\$40	Ded/70%	\$40	Ded/70%	Ded/80%	Ded/60%	\$40	Ded/70%	Ded/80%	Ded/60%	\$40	Ded/70%
Specialist Co-pay	Ded/80%	Ded/60%	\$40	Ded/70%	\$40	Ded/70%	Ded/80%	Ded/60%	\$40	Ded/70%	Ded/80%	Ded/60%	\$50	Ded/70%
Preventive Care	100%	Ded/70%	100%	Ded/70%	100%	Ded/70%	100%	Ded/70%	100%	Ded/70%	100%	Ded/70%	100%	Ded/70%
Chiropractic Care(35 Visits)	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%	Ded/80%	Ded/60%
OOP Max Individual	\$6,350	\$12,000	\$6,350	\$15,000	\$6,000	\$10,000	\$6,350	\$12,000	\$3,600	\$15,000	\$6,350	\$12,000	\$3,600	\$15,000
Family	\$12,700	\$24,000	\$12,000	\$45,000	\$12,700	\$31,500	\$12,700	\$24,000	\$10,200	\$45,000	\$12,700	\$24,000	\$10,200	\$45,000
Deductible, Office Visit Co-pays and Rx Co-pays Apply to OOP Max	Yes		Yes		Yes		Yes		RX Copays do not apply		Yes		RX Copays do not apply	
Emergency Room (Facility)	Ded/80%		Copay+Ded/80%		Copay+Ded/80%		Ded/80%		Copay+Ded/80%		Ded/80%		Copay+Ded/80%	
Emergency Room (Physician)	Included in Facility		Included in Facility		Included in Facility		Included in Facility		Included in Facility		Included in Facility		Included in Facility	
ER Co-pay	None		\$200		\$100		None		\$200		None		\$200	
Urgent Care Co-pay	Ded/80%	Ded/60%	\$50	Ded/70%	\$50	Ded/70%	Ded/80%	Ded/60%	\$50	Ded/70%	Ded/80%	Ded/60%	\$75	Ded/70%
Prescription Drug Card (In)	None		\$15/\$30/\$45		\$15/\$30/\$45		None		\$15/\$30/\$45		None		\$20/\$40/\$70	
Prescription OOP Maximum	None		None		None		None		\$1,000 Ind/\$3,000 Fam		None		\$1,000 Ind/\$3,000 Fam	
Enrollment Assumptions	HSA Low	PPO Mid	PPO Buy-Up		HSA Low	PPO-Mid		HSA Low	PPO-Mid		HSA Low	PPO-Mid		
Employee:	4	101	101	25	4	126	126	4	126	4	126	126	4	126
Employee+Spouse:	1	8	8	2	1	10	10	1	10	1	10	10	1	10
Employee+Child(ren):	0	24	24	2	0	26	26	0	26	0	26	26	0	26
Employee+Family:	3	16	16	6	3	22	22	3	22	3	22	22	3	22
TOTAL:	8	149	149	35	8	184	184	8	184	8	184	184	8	184
Monthly Rates	HSA	Mid	Buy-Up		HSA	Mid		HSA	Mid		HSA	Mid		
Employee:	\$341.55	\$435.95	\$435.95	\$479.86	\$442.46	\$564.74	\$564.74	\$432.06	\$494.34	\$432.06	\$494.34	\$494.34	\$432.06	\$494.34
Employee+Spouse:	\$912.90	\$1,037.60	\$1,037.60	\$1,142.09	\$1,053.06	\$1,344.15	\$1,344.15	\$1,028.32	\$1,176.64	\$1,028.32	\$1,176.64	\$1,176.64	\$1,028.32	\$1,176.64
Employee+Child(ren):	\$676.29	\$863.21	\$863.21	\$950.14	\$876.09	\$1,118.23	\$1,118.23	\$855.51	\$978.88	\$855.51	\$978.88	\$978.88	\$855.51	\$978.88
Employee+Family:	\$1,031.50	\$1,316.62	\$1,316.62	\$1,449.22	\$1,336.24	\$1,705.60	\$1,705.60	\$1,304.85	\$1,493.05	\$1,304.85	\$1,493.05	\$1,493.05	\$1,304.85	\$1,493.05
Monthly	\$5,274	\$94,115	\$94,115	\$24,876	\$6,832	\$151,196	\$151,196	\$6,671	\$132,351	\$6,671	\$132,351	\$132,351	\$6,671	\$132,351
Combined Monthly Premium	\$124,265						\$158,028						\$139,022	
Total Annual Premium	\$1,491,175						\$1,896,330						\$1,668,268	
Premium	N/A						\$405,155						\$177,093	
Change vs. Current \$	N/A						27%						12%	
Change vs. Current %	N/A						27%						12%	

Premium Increase Factors

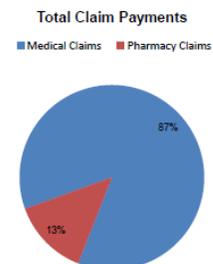
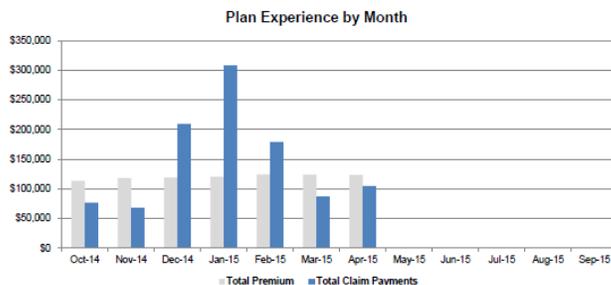
- **Report 1: Medical Goal:** BCBS's optimum expectation is for our medical claims to be no more than 75% of our premiums. The 75% is an industry standard used by the insurance carriers. *Report 1 reflects the % of claims to premiums. Notice in December-March the % is significantly higher than the 75% goal as a result of the high claimants.*
- **Report 2 Medical:** The City saw a significant increase in high cost claimants during this plan year. High cost claimants are individuals who have paid expenses in excess of \$50,000 for the plan year. *Report 2 shows the proportion of high cost claimants to the total claimants and the proportion of the total paid expenses incurred by the high cost claimants. Notice that 7 high cost claimants represent 2.1% of total claimants which have expenses that exceeded \$50,000. In other words the 7 high cost claimants consumed almost 50% of all the claims paid.*

Report 1



Carrier: BCBS of TX
Plan Year: 10/1/2014 - 9/30/2015

Incurred Month	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Year-to-Date		
	Total	PEPM	Total	PEPM	Total	PEPM	Total	PEPM	Total	PEPM	Total	PEPM	Total	PEPM	
Enrollment															
Subscribers	178	186	187	187	192	191	190	0	0	0	0	0		1,311	
Members	298	309	314	317	326	329	330	0	0	0	0	0		2,223	
Contract Size	1.67	1.66	1.68	1.70	1.70	1.72	1.74	0.00	0.00	0.00	0.00	0.00		1.70	
Claim Payments															
Medical Claims	\$56,324	\$52,217	\$188,091	\$283,383	\$156,793	\$71,762	\$84,648	\$0	\$0	\$0	\$0	\$0		\$893,218	\$681.33
Pharmacy Claims	\$20,041	\$15,795	\$21,448	\$24,497	\$22,049	\$15,256	\$20,029	\$0	\$0	\$0	\$0	\$0		\$139,115	\$106.11
Total Claim Payments	\$76,365	\$68,012	\$209,539	\$307,880	\$178,842	\$87,018	\$104,677	\$0	\$0	\$0	\$0	\$0		\$1,032,333	\$787.44
Claim Payments PEPM	\$429.02	\$365.66	\$1,120.53	\$1,646.42	\$931.47	\$455.59	\$550.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Funding															
Employee Contributions	\$25,962	\$26,290	\$26,837	\$27,827	\$28,908	\$28,774	\$28,719	\$0	\$0	\$0	\$0	\$0		\$193,318	\$147.46
Employer Subsidy	\$87,557	\$91,589	\$92,315	\$92,763	\$95,357	\$94,863	\$94,438	\$0	\$0	\$0	\$0	\$0		\$646,881	\$494.95
Total Premium	\$113,519	\$117,879	\$119,152	\$120,590	\$124,265	\$123,637	\$123,157	\$0	\$0	\$0	\$0	\$0		\$842,199	\$642.41
Premium PEPM	\$637.75	\$633.76	\$637.18	\$644.87	\$647.21	\$647.31	\$648.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Premium vs. Claims	67.3%	57.7%	175.9%	255.3%	143.9%	70.4%	85.0%	0.0%	0.0%	0.0%	0.0%	0.0%		122.6%	



Report 2

PAID RANGE	CLAIMANTS	CLAIMANTS %
CLAIMANT TOTAL PAID <= \$50K	322	97.9%
\$50,001-\$100,000	4	1.2%
\$100,001-\$200,000	2	0.6%
\$200,001-\$300,000	1	0.3%
\$300,001 AND GREATER		
CLAIMANT > \$50K SUB-TOTAL	7	2.1%
SUMMARY	329	100.0%

Terms

Copay is a payment expressed in dollars, defined by the insurance carrier and paid by the insured person each time a medical service is accessed. Insurance companies use copayments to share health care costs and often a small portion of the actual cost of the medical service.

Deductible is the amount of expenses expressed in dollars that must be paid out of pocket by the insured person before the insurance company will pay any expenses. Insurance premiums are typically cheaper when they involve higher deductibles.

Coinsurance is the joint assumption of risk between the insurance company and the insured person. Coinsurance is expressed as a percentage that the insured person pays after the deductible has been reached. It is expressed as a pair of percentages with the insurance company's portion stated first.

Out of Pocket Maximum is expressed in dollars and the most the insured person will have to pay during a policy period (usually a year) for health care services you receive. Once the insured person has reached the out-of-pocket maximum, the health insurance plan begins to pay 100 percent of the allowed amount.

Group Benefit Plans Offered by the City

Medical (BlueCross)

The City pays 100% of the "Employee Only" premium for both medical plans and 30% for dependents.

Dental (Guardian)

The City offers two plans 1) DHMO-Managed care and 2) Indemnity:

- For the DHMO, the City pays 100% of the "Employee Only" premium and 30% for dependents.
- For the Indemnity, the City pays the equivalent of the DHMO's "employee only" premium and the employee will pay the balance; the City pays 30% for dependents. Employees may choose any dentist however, if they choose an In-network dentist, their plan covers a greater % of the service and less out-of-pocket.

Life Insurance (Humana)

The City provides a \$15,000 term life policy on each employee. If the person accidentally dies, an additional \$15,000 (AD&D) is awarded to the beneficiary. The employee may purchase additional voluntary term life for themselves and family members. If voluntary life has been elected and insured accidentally dies, the beneficiary will receive the elected amount plus the AD&D life amount elected.

Disability (Ft. Dearborn)

The provider offers short and long term disability. The employee may purchase one or both for themselves. While on disability, the employee receives 60% of the weekly salary after a 14th waiting period. When claims are approved, STD benefits are paid out bi-weekly and LTD benefits are paid out monthly.

Employee Assistance Program (Alliance)

Alliance provides confidential counseling, crisis services and legal assistance to all employees.

Flexible Spending Plan (BMA)

An employee can set aside pre-tax dollars to use for all IRS qualified medically related expenses as well as child care. A debit card is issued for payment of expenses. The Flex funds cannot be applied to your medical deductibles. The City pays the administrative fees.

Group Cancer and Accident (Allstate)

An employee may elect a cancer and/or an accident policy. These policies pay cash benefits for cancer and/or off-the-job injury to help with the costs associated with the treatments and expenses incurred while unable to work. The employee may purchase these policies for themselves and their dependents.

457 Retirement (ICMA)

An employee may elect the 457 plan. As a public employee, they have the opportunity to build retirement investments and reduce their taxes by enrolling in the deferred compensation plan. The City does not make any contributions. If an employee elects this benefit, the elected amount is payroll deducted.

TMRS Retirement

An employee (regular full-time) is required to become members of the Texas Municipal Retirement System (TMRS). Members will deposit 7% of their salary with each pay check. Once vested (5yrs), the City will contribute 2 to 1 match at retirement.

Death benefit: If an active employee dies, the beneficiary or estate will receive a death benefit approximately equal to the member's current annual salary, plus any retirement benefits due. If the member retires with TMRS, a death benefit in the amount of \$7500.00 will be paid upon the death of the member as long as the TMRS City from which the member retired offers such coverage.

Balance of Benefits

Holidays

The City has 11 paid holidays.

Workers Compensation

The City participates in the worker's compensation program through TML (Texas Municipal League). This is for an employee that gets hurt "on the job".

Various Types of Pay for Full Time Employees

- *Bereavement*- an full time employee is permitted to take up to 5 paid days, two (2) 24-hour shifts for 24/28 hour Fire Department or four (4) for police officers on 12 hour shifts, for the death of an immediate family member
- *Certification*- employees are paid monthly for:
 - Public Works: various water & waste water state license received per level
 - Fire: certifications that exceed the minimum for the position ex: Master Fire Suppression or a paramedic
 - Police: advanced license for Peace Officer, and Communications are based upon education, years of service and training
- *Military*- employee is allowed 15 days per calendar year when called to military duty. The City has elected to bridge the gap between the military pay and employee's regular City base wages. However, that amount cannot exceed an employee's regular base pay.

- *Sick leave sell back*-employee may sell back a maximum of 24 hours of accrued sick leave; any hours taken for sick leave during the calendar year will be deducted from the available 24 hours which reduces the amount that can be sold back.
- *On-Call Status*-an employee is scheduled to be “on-call” to respond to water, wastewater, street or other utility-related repair emergencies. Water/Wastewater employees receive 4 hours of regular pay; Street employees, Meter Readers and Service technicians receive 2 hours of regular pay during a 7 day rotation. On-call hours are considered “non-worked” hours and do not factor into overtime calculations.
- *Overtime*-any non-exempt employee that is required to work overtime shall be compensated at one and one-half times their regular rate of pay.
- *Longevity*- an employee with 1 year or more of service shall receive \$5.00 per month for each full year of continuous service up to a maximum of 25 years.

Sick Accrual

Full time employees earn sick leave. It accrues as follows:

- All employees, except Firefighters, earn 3.69 hours bi-weekly
- Firefighters on 24/48 schedule earn 5.54 hours bi-weekly

Vacation Accrual

Full time employees earn vacation leave. It accrues as follows:

Years of Service	Department Heads
1-9	4.6164
10-14	5.5385
15+	6.4615

Years of Service	Non Fire	Fire (24/48 shift)
1-4	3.6923	5.5385
5-9	4.6154	6.9231
10-14	5.5385	8.3077
15 +	6.4615	9.6923

Golf Course

All City employees may play at CFGC for 50% of regular rate. Driving Range, Food and Beverage will be 50% off regular price. Merchandise will be at full rate.

Recommendation:

Staff recommends:

- 1) Authorizing the City Manager to retain the current carriers and the coverages presented in the 2015/2016 Renewals to BCBS for Medical, Guardian for Dental, Humana for Life, Ft. Dearborn for Voluntary Disability, BMA for Section 125, Alliance Work Partners for Employee Assistance, and Allstate for Accident and Cancer

- New Cost Spread for 2015-16

Medical	Mid	Low-HSA					
EO	494.34	432.06					
ES	1176.64	1028.32					
EC	978.88	855.51					
EF	1493.05	1304.85					
Mid	City	EE	Biweekly	Low	City	EE	Biweekly
EO	494.34	0.0	0.0	EO	432.06	0.0	0.0
ES	699.03	477.61	238.81	ES	654.53	373.79	186.89
EC	639.70	399.18	169.59	EC	602.69	252.82	126.41
EF	793.95	699.10	349.55	EF	737.49	567.36	283.68
Dental	DHMO	Indemnity					
EO	9.95	30.07					
ES	16.79	60.29					
EC	25.46	71.72					
EF	29.81	101.95					
DHMO	City	EE	Biweekly	Indemnity	City	EE	Biweekly
EO	9.95	0.0	0.0	EO	9.95	20.12	10.06
ES	12.00	4.79	2.39	ES	25.05	35.24	17.62
EC	14.60	10.86	5.43	EC	28.48	43.24	21.62
EF	15.91	13.90	6.95	EF	37.55	64.40	32.20
Retiree	Mid	City	EE		Low	City	EE
EO	494.34	148.30	346.04	EO	432.06	129.62	302.44
ES	1176.64	352.99	823.65	ES	1028.32	308.50	719.82
EC	978.88	293.66	685.22	EC	855.51	256.65	598.86
EF	1493.05	447.92	1045.14	EF	1304.85	391.46	913.40

- Dental Renewal

City of Leander
Dental Insurance
Plan Year 2015 - 2016

<i>Carrier</i>	<i>Guardian</i>			
	Assign MDG	Contracted-Value	Any Dentist-NAP	
Deductible	N/A	\$50	\$50	
Family Deductible	N/A	\$150	\$150	
Deductible Period	N/A	Calendar Year	Calendar Year	
Type I - <i>Diagnostic & Preventive Care</i>	Copay; See Plan Details	100%	100%	
Deductible Waived?	N/A	Yes	Yes	
Type II - <i>Basic Care</i>	Copay; See Plan Details	100%	80%	
Type III - <i>Major Care</i>	Copay; See Plan Details	60%	50%	
Calendar Year Maximum	Unlimited	\$1,000	\$1,000	
Max Rollover	N/A	Included	Included	
Max Rollover Credit	N/A	\$500	\$500	
Type IV - <i>Orthodontia</i>	N/A	N/A	N/A	
Orthodontia Deductible	N/A	N/A	N/A	
Orthodontia Benefit	N/A	N/A	N/A	
Orthodontia Lifetime Maximum	N/A	N/A	N/A	
Usual & Customary Percentile	90th	90th	90th	
Dental Limiting Age	Up to age 26	Up to age 26	Up to age 26	
Waiting Periods	None	None	None	
Rate Guarantee	12 Months	12 Months	12 Months	
	CURRENT		NEGOTIATED RENEWAL	
	Assign MDG	Value	Assign MDG	Value
		NAP		NAP
Employee Rate:	\$9.75	\$27.59	\$9.95	\$30.07
Employee+Spouse Rate:	\$16.46	\$55.31	\$16.79	\$60.29
Employee+Child(ren) Rate:	\$24.96	\$65.80	\$25.46	\$71.72
Employee+Family Rate:	\$29.23	\$93.53	\$29.81	\$101.95
Monthly Premium:	\$894	\$6,664	\$912	\$7,264
Combined Monthly Premium:	\$7,558		\$8,176	
Annual Premium:	\$90,696		\$98,108	
Change vs. Current \$	N/A		\$7,412	
Change vs. Current %	N/A		8%	
Commission	Net of Commissions			

- Group Basic Life

City of Leander
Group Term Life and AD&D Insurance
Plan Year 2015 - 2016

<i>Carrier</i>	Humana	
Benefit	Class 1: \$100,000 Class 2: \$15,000	
Maximum	Class 1: \$100,000 Class 2: \$15,000	
Guarantee Issue	Class 1: \$100,000 Class 2: \$15,000	
Age Reductions	35% at 65; 55% at 70; 70% at 75; 80% at 80; 85% at 85+	
Waiver of Premium	Included	
Volume	\$2,925,000	
Rate Guarantee	12 Months	
	Current	Renewal
Life (per \$1,000)	\$0.090	\$0.090
AD&D (per \$1,000)	\$0.030	\$0.030
Total Monthly Cost	\$351	\$351
Total Annual Cost	\$4,212	\$4,212
Change vs. Current \$	N/A	\$0
Change vs. Current %	N/A	0%
Commission	Net	
Solvency Rating	A-	

Based On: 195 Employees

NOTE: If a carrier change is desired, all employees not actively at work must be disclosed prior to the transfer of coverage.

- Voluntary Life

City of Leander
Voluntary Life and AD&D Insurance
Plan Year 2015 - 2016

Carrier	Humana	
Maximum Benefit	\$1,000,000	
Minimum Benefit	\$1,000	
Increments	\$1,000	
Guarantee Issue Amount Employee	\$100,000	
Voluntary AD&D	Matches Life Amount	
Spouse Benefit Percentage of EE Amount	50% of EE Benefit up to \$500,000	
Spouse Benefit Maximum	\$25,000	
Spouse Guarantee Issue Amount	\$10,000	
Child(ren) Benefit Maximum	\$5,000	
Age Reductions	35% at 65; 55% at 70; 70% at 75; 80% at 80; 85% at 85+	
Waiver of Premium	Included	
Portability	Included	
Accelerated Benefit	Included	
Definition of Earnings	Salary Only	
Rate Guarantee	12 Months	
	Current	Renewal
Rates per \$1,000 (Excludes AD&D)	EE & Spouse	EE & Spouse
<30	\$0.050	\$0.050
30-34	\$0.050	\$0.050
35-39	\$0.070	\$0.070
40-44	\$0.130	\$0.130
45-49	\$0.250	\$0.250
50-54	\$0.370	\$0.370
55-59	\$0.640	\$0.640
60-64	\$1.090	\$1.090
65-69	\$1.920	\$1.920
70-74	\$2.970	\$2.970
75-80	\$4.970	\$4.970
Child(ren) Rate per \$1,000	\$0.850	\$0.850
AD&D Rate per \$1,000	\$0.020	\$0.020
Commission	Net	
Solvency Rating	A-	

NOTE: If a carrier change is desired, all employees not actively at work must be disclosed prior to the transfer of coverage.

- Voluntary Short Term Disability

City of Leander
Voluntary Short Term Disability Insurance
Plan Year 2015 - 2016

<i>Carrier</i>	Dearborn National	
Benefit	60% of basic weekly earnings	
Weekly Maximum	\$750	
Elimination Period	14th day accident 14th day illness	
Duration	11 Weeks or until LTD begins	
Pre Existing Limitations	12/12	
Rate Guarantee	Until 2016	
	Current	Renewal
Rates: (per \$10 of benefit) <24	\$0.280	\$0.280
25-29	\$0.300	\$0.300
30-34	\$0.280	\$0.280
35-39	\$0.260	\$0.260
40-44	\$0.280	\$0.280
45-49	\$0.290	\$0.290
50-54	\$0.360	\$0.360
55-59	\$0.480	\$0.480
60-64	\$0.590	\$0.590
65-69	\$0.610	\$0.610
70+	\$0.690	\$0.690
Commission	Net	
Solvency Rating	A+	

Based On: 112 Electing of 178 Eligible Employees

- Voluntary Long Term Disability

**City of Leander
Voluntary Long Term Disability Insurance
Plan Year 2015 - 2016**

<i>Carrier</i>	Dearborn National	
Benefit	60%	
Monthly Maximum	\$5,000	
Guarantee Issue Amount	\$5,000	
Elimination Period	90 Days	
Duration	5 Years	
Own Occupation	24 Months	
Earnings Test	80% During Own Occupation; 60% After Own Occupation	
SS Integration	Primary and Family	
Pre-existing	12/24	
Mental/Nervous Limitation	24 Months	
Substance Abuse Limitation	24 Months	
Other Subjective Limits	24 Months	
Survivor Benefit	Included	
Rehabilitation	Voluntary	
Rate Guarantee	Until 2016	
Face-to-Face Counseling	Up to 3 sessions/year	
	Current	Renewal
Rates: (per \$100 of payroll) < 24	\$0.110	\$0.110
25-29	\$0.130	\$0.130
30-34	\$0.180	\$0.180
35-39	\$0.250	\$0.250
40-44	\$0.350	\$0.350
45-49	\$0.530	\$0.530
50-54	\$0.780	\$0.780
55-59	\$1.170	\$1.170
60-64	\$1.900	\$1.900
65-69	\$1.900	\$1.900
70-74	\$1.900	\$1.900
75-79	\$1.900	\$1.900
Commission	Net	
Solvency Rating	A+	

Based On: 140 Electing of 178 Eligible Employees

- Flexible Spending (Section 125)

City of Leander
Flexible Spending Account
Plan Year 2015 - 2016

<i>Carrier</i>	BMA	
Fees:	Current	Renewal
Renewal Fee	\$250	\$250
Health Care Reimbursement Account Fee	\$6.00 PEPM	\$6.50 PEPM
Dependent Daycare Account Fee		
Minimum Monthly Fee	\$195	\$195
Premium Only Plan	\$1.00 PEPM	\$1.00 PEPM
Debit Card Administration Fee	Included	Included
On-Site Enrollment	Included	
Enrollment Materials	SPD Distribution-\$3.00 per participant (plus postage if mailed) Enrollment Packet-Electronic copies included (Cost plus postage if mailed) Online Enrollment-Included	
Marketing Materials	Included	
Dedicated Account Manager	Included	
E-mail / Fax Claims Accepted?	Yes	
On-line Account Access	Included	
Claims Processing	Included	
Direct Deposit	Included	
Basic Non-Discrimination Testing	\$150 per hour	

**City of Leander
Employee Assistance Program
Plan Year 2015 - 2016**

<i>Carrier</i>	Alliance Work Partners
Counseling Available	*Included - See below
Publicity of Services	monthly newsletters/webcast announcements
Consultation	1-8 Session Model (per person, per problem, per year)
Rate Guarantee	1 Year
Cost per employee per month	\$2.02 PEPM

*Included but not limited to: Emotions and Stress, Parenting, Midlife and Retirement, Disability, Financial Issues, Addictive Behaviors, Education, Caring for Older Adults, Health and Wellness, and Legal Issues.

Allstate Supplemental Plan Rates for October 1, 2015—September 30, 2016

Allstate* Voluntary Supplemental Cancer Plan

Type of Coverage	Employee Pays Per Month	Employee Pays Per Pay Period
Employee Only	\$23.48	\$11.74
Employee & Spouse	\$36.54	\$18.27
Employee & Child(ren)	\$32.76	\$16.38
Employee & Family	\$45.80	\$22.90

Allstate* Voluntary Supplemental Accident Plan

Type of Coverage	Employee Pays Per Month	Employee Pays Per Pay Period
Employee Only	\$12.52	\$6.26
Employee & Spouse	\$18.36	\$9.18
Employee & Child(ren)	\$25.26	\$12.63
Employee & Family	\$31.58	\$15.79

*Allstate Benefits (AB) is the marketing name used by American Heritage Life Insurance Company (Home Office, Jacksonville, FL), a subsidiary of The Allstate Corporation.



Executive Summary

July 02, 2015

Council Agenda Subject: Consider an Interlocal Agreement between The City of Leander, The City of Cedar Park, and The City of Georgetown, for or the Central Texas Regional SWAT Team (“CTRS”).

Background: One of the most sacred duties of specially-trained police units is the provision of emergency life-saving response for citizens, especially in highly dangerous and volatile situations. The standards that these Special Weapons And Tactics (“SWAT”) teams are expected to achieve are high and require a number of important factors in order to be successful. It is with these high standards in mind that the cities of Cedar Park, Georgetown, and Leander desire to combine resources to form the Central Texas Regional SWAT team.

The combining and sharing of resources will allow the regional team to meet the very highest standards of professional excellence for special response teams. This directly involves the number of qualified personnel assigned to the team, the availability of specialized equipment, and the ability to respond in a highly proficient way to any critical incident which may affect any one of our cities at any time. The Central Texas Regional SWAT team will provide a critical life-saving response to the citizens of Leander and to the other participating cities, that no individual police department could provide on its own.

Origination: Greg Minton, Chief of Police

Financial Consideration: None

Recommendation: Staff recommends the approval of the inter-local agreement without any modifications.

Attachments: Interlocal Agreement

Prepared by: Debbie Haile, City Secretary

COUNTIES OF WILLIAMSON AND TRAVIS §
STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT

This **INTERLOCAL COOPERATION AGREEMENT** (“Agreement”) is executed as of this ____ day of _____, 2015, by and between the City of Cedar Park (“Cedar Park”), the City of Georgetown (“Georgetown”), and the City of Leander (“Leander”), each of which being a home-rule municipal corporation and political subdivision of the State of Texas, acting by and through their duly authorized representatives.

WHEREAS, the City Councils of each Cedar Park, Georgetown, and Leander (“Councils”) each desire to provide highly proficient and professional life-saving and tactical response resources in law enforcement for their respective communities and the Central Texas region;

WHEREAS, the Councils have each determined that contracting for and with respect to the government services hereinafter described to be performed as a joint effort by each of the Cities will result in increased efficiency and economy, make the most efficient use of their authority and scarce resources by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide a vital service that will best meet and promote the public health, safety, and welfare of the citizens of each City;

WHEREAS, the Councils are each authorized to enter this Agreement pursuant to the general laws and codes of the State of Texas, including but not limited to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended; and

WHEREAS, the services made the subject of this Agreement are a governmental function and the Councils each desire to contract with one another in order to expressly define the Cities’ respective roles and responsibilities; and

WHEREAS, each Council finds that this Agreement will result in improved services being provided more economically and efficiently and increased public health, safety, and welfare for the constituents of each City.

NOW, THEREFORE, for and in consideration of the covenants, conditions, and undertakings hereinafter described, and the benefits to accrue to each City under this Agreement, the Cities hereby contract, covenant, and agree to provide governmental services and functions as follows:

1. Formation of Central Texas Regional S.W.A.T. The parties hereby form the Central Texas Regional S.W.A.T. (“CTRS”), a cooperative effort of the jurisdictions and law enforcement agencies identified herein, for the purpose of creating and sustaining a regional tactical response team of trained, highly-skilled law enforcement personnel, in order to provide a

highly proficient and professional life-saving and tactical response resource for their respective communities and the Central Texas region.

2. Participating Law Enforcement Agencies. The following law enforcement agencies are identified as CTRS participants: Cedar Park Police Department, Georgetown Police Department, and Leander Police Department (“Participating Law Enforcement Agencies” or “Agencies”). Law enforcement agency participants may be added or removed by written amendment of or addendum to this Agreement.

3. Effective Date; Term and Termination of Agreement.

- a. This Agreement shall be effective from the date of execution for a term of one (1) year (the “Initial Term”).
- b. From and after the Initial Term, this Agreement shall be automatically and annually renewed, effective as of the anniversary of the effective date.
- c. Notwithstanding any other provision hereof, any party may withdraw from CTRS and terminate its rights and obligations under this Agreement by giving ninety (90) days written notice of termination to all other parties. This entire Agreement may be terminated and CTRS dissolved at any time by writing signed by all parties.

4. Operations.

- a. All CTRS operations shall be governed by a Board of Directors to be comprised of the Chiefs of Police from the Cities of Cedar Park, Georgetown, and Leander.
- b. The Board of Directors shall designate a Command Staff responsible for oversight and supervision of the regional team.
- c. The Command Staff will answer to and provide regular updates to the Board of Directors on the following:
 - Equipment Acquisitions
 - Personnel Acquisitions
 - Training Activities
 - Team Activations
 - After-Action Reports
 - Budget Updates
- d. The Chief of Police from each Participating Law Enforcement Agency shall designate a representative or representatives who shall be authorized to request CTRS assistance in response to the following situations, including but not limited to:
 - Barricaded Persons
 - Hostage Situations

- Active Shooter Situations
- Hazardous Warrant Service
- Terrorist Incidents
- Dignitary Protection Details
- Riot/Crowd Control Situations
- Missing Person Searches
- Strategic National Stockpile Delivery
- Any event in which a member agency's resources have been depleted and the agency is not capable of providing an effective response

5. Personnel; Direction and Performance Standards.

- a. The Command Staff shall establish policies and procedures governing CTRS operations.
- b. The Command Staff shall ensure that CTRS operates under only the most current best practices and widely accepted protocols in the tactical field, including deliberate and regular review of current trends, case law, operational debriefs, and tactical publications.
- c. The Command Staff shall establish policies and procedures governing the process for selecting and retaining team personnel. This shall include:
 - Minimum proficiencies for each assignment
 - Attendance to training and activations
 - Personal and professional behavior
 - Performance during activations
 - Protocols for removing substandard personnel
- d. Upon activation, CTRS will deploy and report to the Incident Commander of the jurisdiction in which the situation or critical incident is taking place. CTRS will offer guidance and suggestions to the Incident Commander and work with the Incident Commander in accordance with accepted ICS protocols. The Regional SWAT Commander or his designee will have command and control of the tactics employed by CTRS.
- e. Each Agency shall provide a proper response for CTRS incident deployments in terms of number of officers, experience, training, equipment, and timeliness, per the established policies and procedures.
- f. The Tactical Emergency Medical Services ("TEMS") element of CTRS will be comprised of properly certified firefighters under the direction of Dr. Jonathan Sheinberg.

6. Finances.

- a. The division of equipment resources shall be determined by policy as agreed upon by the Board of Directors of CTRS.
- b. Each Agency agrees to furnish the necessary equipment, resources and facilities and to render services pursuant to this Agreement; provided however, that no Agency shall be required to unreasonably deplete its own equipment, resources, facilities, and services in furnishing such assistance.
- c. Each Agency shall absorb the costs of training and activations for its own personnel.
- d. Upon withdrawal from this Agreement, a withdrawing Agency shall keep and maintain any equipment purchased by that Agency for CTRS. Upon termination of this Agreement, equipment purchased for CTRS will be kept and maintained by the Agency that originally purchased that equipment.
- e. The parties acknowledge that funding under this Agreement will be made from current revenues available to each party, respectively, and funds for the participation in this Agreement, if any, have been provided through the parties' respective budgets approved by their governing bodies for the current fiscal year only. However, the cost of services covered by this Agreement is a recurring obligation and shall be considered a standard and routine expense of the Agencies for inclusion in each party's proposed budget throughout the term of this Agreement.

7. Grants of Authority. For law enforcement purposes associated with this Agreement, officers of the Departments designated to be members of the CTRS are granted full peace officer authority throughout the jurisdictions of the participating agencies and have the same powers, duties, rights, privileges and immunities as if the officers were performing duties inside their own jurisdiction; however, nothing herein this Agreement shall be deemed to extend or limit the jurisdiction of any party except as necessary to implement, perform, and obtain the services and duties provided for in this Agreement. Except as necessary to implement, perform, and obtain the services and duties provided for in this Agreement, all governmental and proprietary functions and services traditionally and legally provided by each party hereto this Agreement shall be and remain the sole responsibility of each party, respectively.

8. Contract Supervision and Controls; Notices. The parties shall each monitor, review, and provide oversight and supervision of the services as they are provided and each hereby agrees to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service, or performance issue becomes unsatisfactory. Notices provided by any party to this Agreement to the other parties shall be in writing and directed via U.S. Mail or hand delivery, and facsimile or email, to all other parties at the following addresses:

City of Cedar Park
Attn: Chief of Police

911 Quest Parkway
Cedar Park, Texas 78613
Fax: (512)260-4729
Email: Sean.Mannix@cedarparktexas.gov

With a copy to:

City of Cedar Park
Attn: City Manager
450 Cypress Creek Rd., Bldg. #1
Cedar Park, Texas 78613
Fax: (512)401-5021
Email: Brenda.Eivens@cedarparktexas.gov

City of Georgetown
Attn: Chief of Police
Address _____
Georgetown, Texas _____
Fax: _____
Email: _____

With a copy to:

City of Georgetown
Attn: City Manager
Address _____
Georgetown, Texas _____
Fax: _____
Email: _____

City of Leander
Attn: Chief of Police
705 Leander Drive
Leander, Texas 78641
Fax (512) 528-2801
Email: gminton@leandertx.gov

With a copy to:

City of Leander
Attn: City Manager
200 West Willis Street
Leander, TX 78641

Fax: (512) 259-1605
Email: kcagle@leandertx.gov

9. Governmental Services; Independent Contractor. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities, the services provided for herein are governmental functions, and the parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the parties shall, with respect to that part of any service or function undertaken pursuant to this Agreement, be that of independent contractors.

10. Interlocal Cooperation. The Cities agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party acknowledges and represents that this Agreement has been duly authorized by its respective governing body.

11. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility, or right as to any party, except with respect to the receipt and provision of services specifically set forth in this Agreement.

12. No Indemnification. It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing liability and potential liability pursuant to this Agreement; and that no party shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided by law.

13. Preservation of Immunity; No Third Party Rights. Nothing herein this Agreement shall be deemed to waive, modify, or alter any legal or equitable defense available to any part, nor to create any legal or equitable right or claim on behalf of any third party.

14. Entire Agreement; Amendment and Modification. This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended or modified except in writing executed by all parties pursuant to authorization of their respective Councils.

15. Applicable Laws. This Agreement must be construed in accordance with the laws and constitution of the State of Texas. All obligations under this Agreement are performable in Williamson or Travis County, Texas, and venue for any action arising under this Agreement will be in Williamson or Travis County, Texas, wherever the action may have occurred. As this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, all its terms and provisions shall be construed and interpreted consistently with the Act.

16. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

17. Waiver by Party. Any failure by a non-defaulting party to provide notice of default to a defaulting party under this Agreement shall not be deemed an act of default, nor shall such failure constitute a waiver of that or any future act of default. Unless otherwise provided in writing by the waiving party, a waiver by any of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a onetime waiver and shall not be construed to be a waiver of any succeeding default thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. Execution in Counterparts. This Agreement may be simultaneously executed in multiple counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties hereby execute this Agreement by their respective officers thereunto duly authorized as of the date first written above.

ATTEST:

CITY OF CEDAR PARK, TEXAS

LeAnn Quinn,
City Secretary

Matthew Powell,
Mayor

ATTEST:

CITY OF GEORGETOWN, TEXAS

Jessica Brettle,
City Secretary

Dale Ross,
Mayor

ATTEST:

CITY OF LEANDER, TEXAS

Debbie Haile,
City Secretary

Christopher Fielder,
Mayor