



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

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



Thursday ~ March 3, 2016 at 7:00 PM

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

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

1. Open meeting, Invocation, Pledges of Allegiance
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: February 18, 2016
6. Second reading of an ordinance on Zoning Case 15-Z-018: amending Ordinance 05-018, the Composite Zoning Ordinance for several parcels of land located east of the eastern terminus of E. San Gabriel Parkway at the intersection with CR 270, on the east of CR 270, for 230 acres, more or less from interim zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development with the following base zoning district of SFC-2-A, Single Family Compact, SFU-2-A, Single Family Urban, SFS-2-A, Single Family Suburban, and MF-2-A, Multi-Family, Leander, Williamson County, Texas
7. Second reading of an ordinance on Zoning Case 15-Z-036: amending Ordinance 05-018, the Composite Zoning Ordinance for two lots generally located 750 feet to the west of the intersection of E. Crystal Falls Parkway and Ronald Reagan Blvd. for 9.736 acres, more or less, from interim zoning SFR-1-B, Single Family Rural and interim zoning SFS-2-B, Single Family Suburban to GC-3-B, General Commercial, Leander, Williamson County, Texas
8. Second reading of an ordinance on Zoning Case 16-Z-001: amending Ordinance 05-018, the Composite Zoning Ordinance for a lot located at 1109 Leander Drive for 3.526 acres, more or less, from HC-4-D, Heavy Commercial to HC-5-D, Heavy Commercial, Leander, Williamson County, Texas
9. Special Use Permit for the Williamson County Amateur Radio Club to use Devine Lake Park for Field Day, June 24-26, 2016
10. Dedication and Acceptance of Subdivision Infrastructure Improvements for Bryson Phase 1 – Section 1B
11. Dedication and Acceptance of Subdivision Infrastructure Improvements for Carneros Ranch Section 2
12. Dedication and Acceptance of Subdivision Infrastructure Improvements for Crystal Falls Town Center Phase 2

PUBLIC HEARING: NO ACTION

13. **Public Hearing on Area A:** Annexation of all that certain parcel or tract of land containing 56.09 acres, more or less, located in Travis County, Texas, generally located north of RM 1431, and either side of Vista Rock Rd. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
14. **Public Hearing on Area B:** Annexation of all that certain parcel or tract of land containing 15.36 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of W San Gabriel Pkwy. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
15. **Public Hearing on Area C:** Annexation of all that certain parcel or tract of land containing 288.22 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, west of County Road 279 / Bagdad Rd. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
16. **Public Hearing on Area D:** Annexation of all that certain parcel or tract of land containing 187.06 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, east of the Mesa Vista Estates subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
17. **Public Hearing on Area E:** Annexation of all that certain parcel or tract of land containing 62.69 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, west of the Greatwood subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
18. **Public Hearing on Area F:** Annexation of all that certain parcel or tract of land containing 840.28 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of County Road 280, south of County Road 281 including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
19. **Public Hearing on Area G:** Annexation of all that certain parcel or tract of land containing 76.49 acres, more or less, located in Williamson County, Texas, and generally located east of Oak Grove Rd, north of Heritage Grove Rd. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
20. **Public Hearing on Area H:** Annexation of all that certain parcel or tract of land containing 29.92 acres, more or less, located in Williamson County, Texas, and generally located west of US 183, east of County Road 276, south of the High Gabriel West subdivision. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
21. **Public Hearing on Area I:** Annexation of all that certain parcel or tract of land containing 268.72 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, west of Ronald W Reagan Blvd, either side of Kaufmann Loop, north and west of County Road 267 including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

22. **Public Hearing on Area J:** Annexation of all that certain parcel or tract of land containing 53.04 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, east of Ronald W Reagan Blvd, north of County Road 268. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
23. **Public Hearing on Area K:** Annexation of all that certain parcel or tract of land containing 192.93 acres, more or less, located in Williamson County, Texas, and generally located either side of County Road 270, south of E. San Gabriel Pkwy, north of Hero Way. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
24. **Public Hearing on Area L:** Annexation of all that certain parcel or tract of land containing 124.03 acres, more or less, located in Williamson County, Texas, and generally located north of Hero Way, east of County Road 270, west of Ronald W Reagan Blvd, south and west of the Palmera Ridge subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
25. **Public Hearing on Area M:** Annexation of all that certain parcel or tract of land containing 183.88 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of the South Fork of the San Gabriel River, north of the Reagans Overlook subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
26. **Public Hearing on Area N:** Annexation of all that certain parcel or tract of land containing 262.58 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, north of RM 2243, south of the Reagans Overlook subdivision. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
27. **Public Hearing on Area O:** Annexation of all that certain parcel or tract of land containing 468.05 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of County Road 176, north of Journey Pkwy, either side of County Road 175, west and north of the Parkside at Mayfield Ranch subdivision, including the remainder of the Valley View subdivision, the entire Creek Meadow Estates subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
28. **Public Hearing on Area P:** Annexation of all that certain parcel or tract of land containing 98.42 acres, more or less, located in Williamson County, Texas, and generally located south of Journey Pkwy, north of the Stonehurst subdivision, either side of County Road 175, north of the Williamson County Regional Park, south of the Trails at Shady Oak / Borho subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
29. **Public Hearing on Area 1:** Annexation of all that certain parcel or tract of land containing 1.55 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, east of the Greatwood subdivision, being generally known as the CR 280 Elevated Storage Tank site, being wholly owned by the City of Leander including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
30. **Public Hearing on Area 2:** Annexation of all that certain parcel or tract of land containing 43.18 acres, more or less, located in Williamson County, Texas, generally located east of US 183, north of the South Fork of the San Gabriel River, being generally known as the San Gabriel River Park site, being wholly owned by the City of Leander including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

REGULAR AGENDA

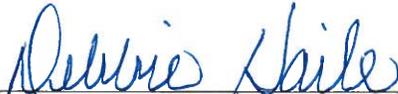
31. Consider Annexation Development Agreements under Section 43.035, Texas Local Government Code between the City of Leander and each of the following property owners:
 - a. Alley, Richard A.
 - b. Barton, TM and Peggy Stephens
 - c. Borho, Curtis C.
 - d. Champion, Emogene
 - e. Crawford, Joseph and Betty
 - f. Dipprey, Virginia and Ronald
 - g. McArthur, Jeanette
 - h. Miller, Larry and Leslie
 - i. Mize, Michael and Carolyn
 - j. MJAG Partnership
 - k. Velchoff, James and Deborah
 - l. Williams, William Edward III
 - m. Williams, William Edward III and Deborah A. Wicker
32. Consider Award to Centre Technologies for Network Backbone and Wi-Fi Refresh Components
33. Council Member Closing Statements

EXECUTIVE SESSION

34. Convene into executive session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding legal issues related to water treatment and utility agreements
35. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding water treatment and utility agreements
36. 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 February, 2016 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.


Debbie Haile, TRMC, City Secretary



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

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

Thursday ~ February 18, 2016 at 7:00 PM



Mayor – Christopher Fielder

Place 1 – Andrea Navarrette (Mayor Pro Tem)

Place 2 – Michelle Stephenson

Place 3 – Shanan Shepherd

Place 4 – Ron Abruzzese

Place 5 – Jeff Seiler

Place 6 – Troy Hill

City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
Mayor Fielder opened the meeting at 7:13 pm and welcomed those in attendance
Council Member Seiler delivered the invocation
2. Roll Call
All present
3. Staff Comments: **Steve Bosak, Parks & Recreation Director invited council to the opening of the Benbrook Ranch Baseball Complex on February 27th**
Mayor Fielder reminded everyone about the celebration for Black History month on the 26th of February, 2016
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins
Eric Johnson, 2311 First View – spoke about the speed limit on Local Rebel
5. Receive Annual Financial Report for Year Ending September 30, 2015
Paula Lowe with Pattillo, Brown and Hill presented the report to the Council

CONSENT AGENDA: ACTION

6. Approval of the minutes: February 4, 2016
7. Site Use Permit Agreement with Austin Community College for Liberty Fest
8. License Agreement with Capital Metro for Liberty Fest Fireworks
9. Submission of Racial (Biased Based) Profiling Report for Calendar Year 2015
10. Receive Quarterly Investment Report
11. Dedication and Acceptance of Subdivision Infrastructure Improvements for Northside Meadow Phase 4
12. Dedication and Acceptance of Subdivision Infrastructure Improvements for Northside Meadow Phase 3

13. Dedication and Acceptance of Subdivision Infrastructure Improvements for Hazlewood Phase 4A
14. Dedication and Acceptance of Subdivision Infrastructure Improvements for Carneros Ranch Section 3
15. Dedication and Acceptance of Subdivision Infrastructure Improvements for Bluffs at Crystal Falls 3, Phase 3G

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

PUBLIC HEARING: ACTION

16. **Public Hearing:** on Zoning Case 15-Z-018: Consider a zoning change for several parcels of land located east of the eastern terminus of E. San Gabriel Parkway at the intersection with CR 270, on the east of CR 270, for 230 acres, more or less, from interim zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development with the following base zoning district of SFC-2-A, Single Family Compact, SFU-2-A, Single Family Urban, SFS-2-A, Single Family Suburban, and MF-2-A, Multi-Family, Leander, Williamson County, Texas

Applicant: Blake Magee on behalf of Ernest Lloyd and Nancy Toungate, and Mark and Laura Toungate
Tom Yantis, Asst. City Manager explained

Blake Magee, Developer gave a presentation

Action: on Zoning Case 15-Z-018: amending Ordinance 05-018, the Composite Zoning Ordinance for several parcels of land located east of the eastern terminus of E. San Gabriel Parkway at the intersection with CR 270, on the east of CR 270, for 230 acres, more or less from interim zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development with the following base zoning district of SFC-2-A, Single Family Compact, SFU-2-A, Single Family Urban, SFS-2-A, Single Family Suburban, and MF-2-A, Multi-Family, Leander, Williamson County, Texas

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

17. **Public Hearing** on Zoning Case 15-Z-036: Consider a zoning change for two lots generally located 750 feet to the west of the intersection of E. Crystal Falls Parkway and Ronald Reagan Blvd, for 9.736 acres, more or less, from interim zoning SFR-1-B, Single Family Rural and interim zoning SFS-2-B, Single Family Suburban to GC-3-C, General Commercial, Leander, Williamson County, Texas

Applicant: City of Leander on behalf of Anderson, Dorothy Jean Stephenson

Tom Yantis, Asst. City Manager explained

No speakers

Action: on Zoning Case 15-Z-036: amending Ordinance 05-018, the Composite Zoning Ordinance for two lots generally located 750 feet to the west of the intersection of E. Crystal Falls Parkway and Ronald Reagan Blvd. for 9.736 acres, more or less, from interim zoning SFR-1-B, Single Family Rural and interim zoning SFS-2-B, Single Family Suburban to GC-3-C, General Commercial, Leander, Williamson County, Texas

Motion made by Council Member Stephenson to approve. Second by Council Member Shepherd.

Alternate motion made by Council Member Stephenson to approve GC-3-B. Second by Council Member Shepherd. Motion passes, all voting “aye”

18. **Public Hearing** on Zoning Case 16-Z-001: Consider a zoning change for a lot located at 1109 Leander Drive for 3.526 acres, more or less, from HC-4-D, Heavy Commercial to HC-5-D, Heavy Commercial, Leander, Williamson County, Texas
Applicant: Ron Jordan on behalf of Dennis Industries, LLC
Tom Yantis, Asst. City Manager explained

No speakers

Action: on Zoning Case 16-Z-001: amending Ordinance 05-018, the Composite Zoning Ordinance for a lot located at 1109 Leander Drive for 3.526 acres, more or less, from HC-4-D, Heavy Commercial to HC-5-D, Heavy Commercial, Leander, Williamson County, Texas

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

REGULAR AGENDA

19. Street Vacate Case 15-SV-004: Consider vacation of a portion of an alley ROW located perpendicular to Broade Street and parallel to East Street and Gabriel Street; located in Block 11 of the Original Plat of Leander; Leander, Williamson County, Texas
Tom Yantis, Asst. City Manager explained

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

20. Consider a Resolution Agreement to solicit grant funding from the Criminal Justice Division (CID) of the Governor’s Office for the Leander Police Department Crime Scene Equipment Project
Greg Minton, Chief of Police explained

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

21. Consider an Ordinance calling and establishing procedures for the May 7, 2016 General Election
Kent Cagle, City Manager explained

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

22. Consider an Ordinance calling a Bond Election
Robert Powers, Finance Director explained

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

23. Consider Interlocal Agreement Between the City of Georgetown, Texas, and the City of Leander, Texas, for Financial Participation in a Flood Protection Planning Study of the North and South Forks of the San Gabriel River
Wayne Watts, City Engineer explained

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

24. Water Supply Update
Pat Womack, Public Works Director gave the update
25. Council Member Closing Statements
Council Members gave their closing statements

EXECUTIVE SESSION

26. Convene into executive session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct and pursuant to Section 551.072, Texas Government Code, to:
- a. Consult with legal counsel regarding Cause No. 15-0088- C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas
 - b. Consult with legal counsel regarding legal issues related to annexation
 - c. Deliberate the acquisition and value of real property to consider Settlement Agreement for the acquisition of 2.658 acres of right-of-way from Ronald L. Russell and Linda C. Russell for the Bagdad Road North Roadway Improvements Project.

Council convened into executive session at 7:56 pm
Council reconvened into open session at 8:54 pm

27. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:
- a. Cause No. 15-0088-C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas
No action taken
 - b. Annexation
No action taken
 - c. Consider Settlement Agreement for the acquisition of 2.568 acres of Right-of-Way from Ronald L. Russell and Linda C. Russell for the Bagdad Road North Roadway Improvements Project in the amount of \$780,000.00

Motion made by Mayor Pro Tem Navarrette to approve the settlement agreement for the acquisition of 2.568 acres of right-of-way from Ronald L. Russell and Linda C. Russell for the Bagdad Road North Roadway Improvements Project in the amount of \$780,000.00. Second by Council Member Seiler. Motion passes, all voting "aye"

28. Adjournment
With there being no further business, the meeting adjourned at 8:55 pm

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary



Executive Summary

March 03, 2016

Agenda Subject: Zoning Case 15-Z-018: Consider action on the rezoning of several parcels of land generally located to the east of the eastern terminus of E San Gabriel Pkwy at the intersection with CR 270, on east of CR 270; 230 acres more or less; WCAD Parcels R037768, R032201, R051334, R099151, R032200, and R032109. Currently, the property is zoned interim SFR-1-B (Single-Family Rural). The applicant is proposing to zone the property to PUD (Planned Unit Development) with the following base zoning district of SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), SFS-2-A (Single-Family Suburban), and MF-2-A (Multi-Family), Leander, Williamson County, Texas.

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

Origination: Applicant/Agent: Blake Magee on behalf of Ernest Loyd and Nancy Toungate, and Mark and Laura Toungate.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request at the February 11, 2016 meeting. The City Council unanimously approved the request at the February 18, 2016 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. PUD Notes and Conceptual Site Layout & Land Use Plan
8. Letter of Intent
9. Ordinance

Prepared By: Tom Yantis, AICP
Assistant City Manager

02/26/2016



PLANNING ANALYSIS

ZONING CASE 15-Z-018
PALMERA BLUFF PUD

GENERAL INFORMATION

Owner: Ernest Loyd and Nancy Toungate, and Mark and Laura Toungate.

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

Proposed Zoning: PUD (Planned Unit Development)

Size and Location: The property is generally located to the east of the eastern terminus of E San Gabriel Pkwy at the intersection with CR 270, on east of CR 270. This property is approximately 230 acres in size.

Staff Contact: Martin Siwek, AICP, GISP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	OCL	Undeveloped Properties in the ETJ
EAST	OCL	Undeveloped Properties in the ETJ
SOUTH	OCL PUD HC-4-D	Established Single-Family Homes & Undeveloped Properties Palmera Ridge Subdivision (Under Construction) Undeveloped land zoned for heavy commercial
WEST	OCL	Established Single-Family Homes & Undeveloped Properties

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 mixed-residential community. This integrated project will include a blend of single-family and condominium regime style residential 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:

- Create strong neighborhoods with a variety of housing choices.
- Encourage a range of housing types at a variety of price points.
- Preserve and reserve open space to support healthy living and natural resource conservation.
- Encourage development that creates a sense of place through architectural design and landscaping.
- The purpose of the Mixed Use Corridor Designation is to allow for areas along arterials to be developed to preserve the integrity of the corridor and maintain mobility. Typical uses include a variety of residential types, such as small-lot single-family, townhomes, duplexes and quadplexes, civic and institutional uses (schools and places of worship) and small professional offices that complement residential development. Limited neighborhood-serving commercial uses and higher-density residential are appropriate at intersections.

ANALYSIS:

The applicant is requesting to rezone the property to the Palmera Bluff PUD (Planned Unit Development) in order to allow for the development of a mixed residential community. This property was subject to a voluntary annexation and was annexed into the City on January 21, 2016. The proposal includes residential lot widths ranging from as narrow as fifty (50') feet to over seventy (70') feet wide. The applicant has incorporated a mixture of residential districts in a well integrated neighborhood plan providing a variety of lot sizes within the same neighborhood.

The proposed subdivision is intended to be a continuation of the Palmera Ridge Subdivision located to the south. The applicant is proposing a PUD that mirrors the Palmera Ridge PUD. The PUD proposal includes two categories of land use: Single-Family and Condominium/Cluster. The table below identifies the proposed residential zoning districts, lot

sizes, and allowed percent for the residential portion of this project. The approved development agreement limits the overall density of the residential portion of this project to 555 units.

Use	Minimum Lot Width	Minimum Lot Area	Living Area	Total Lots/Units	Allowed Percent
SINGLE-FAMILY					
Single-Family Compact (SFC-2-A)	50'	5500 sqft	1100 sqft	200 lots	31% max
Single-Family Urban (SFU-2-A)	60'	7200 sqft	1200 sqft	150 lots	24% min
Single Family Suburban (SFS-2-A)	70'	9000 sqft	1500 sqft	125 lots	20% min
Condominium/Cluster Development (MF-2-A)				160 units	25% max
				635	

This application includes the following higher standards and waivers.

HIGHER STANDARDS	WAIVERS
COMPOSITE ZONING ORDINANCE	
-	Condominium/Cluster Style Development
-	Flexibility of lot size location
Preservation of a minimum of 40 acres of parkland.	-
Over 1 mile of natural trails.	-
Type A Architectural Component	-
All street facing sides or backs of homes shall be 100% masonry.	-
Decorative street lighting shall be permitted.	Minimum spacing of street lights shall be 300' on collector and public streets.
-	Increased size of subdivision signage.

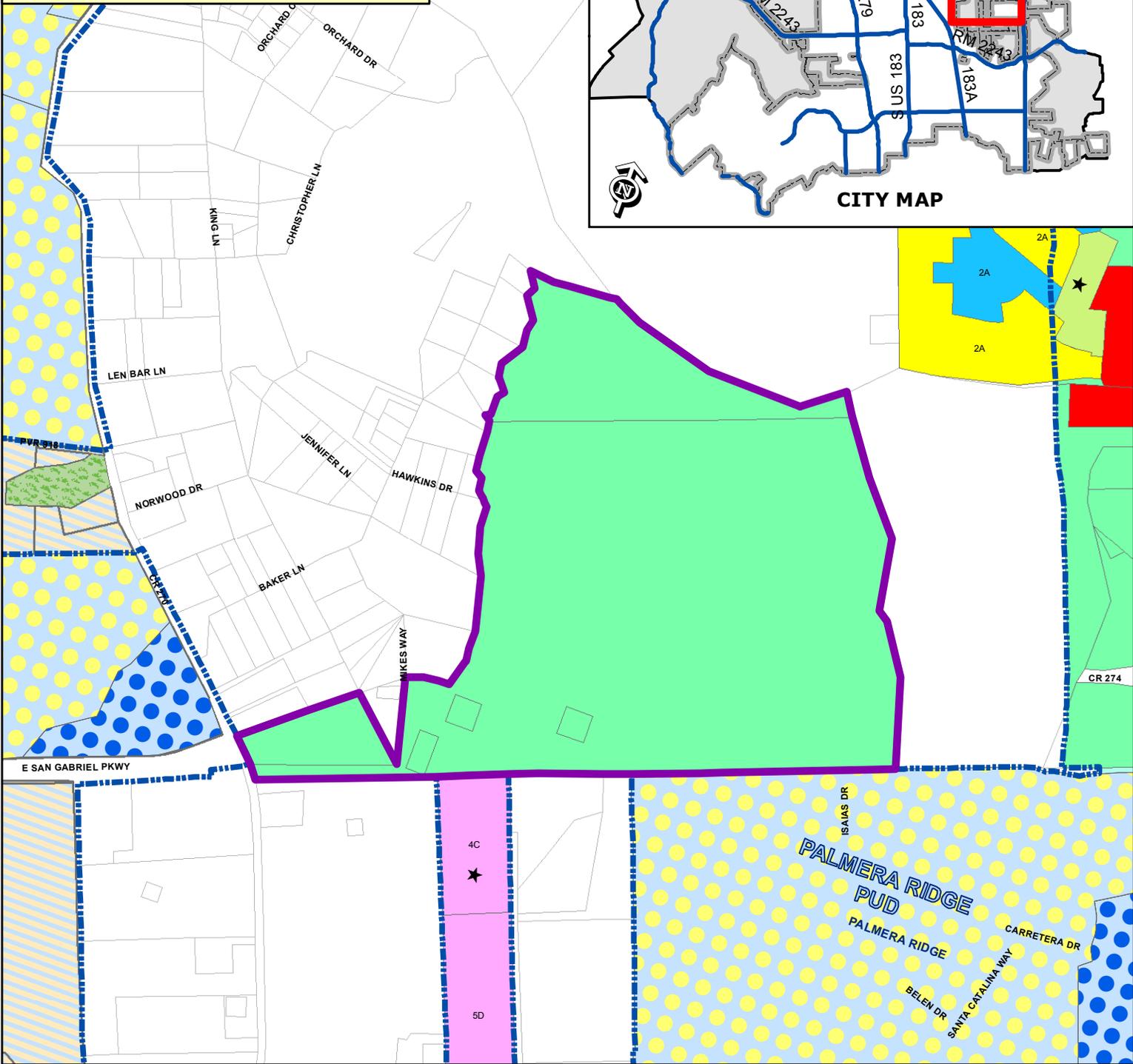
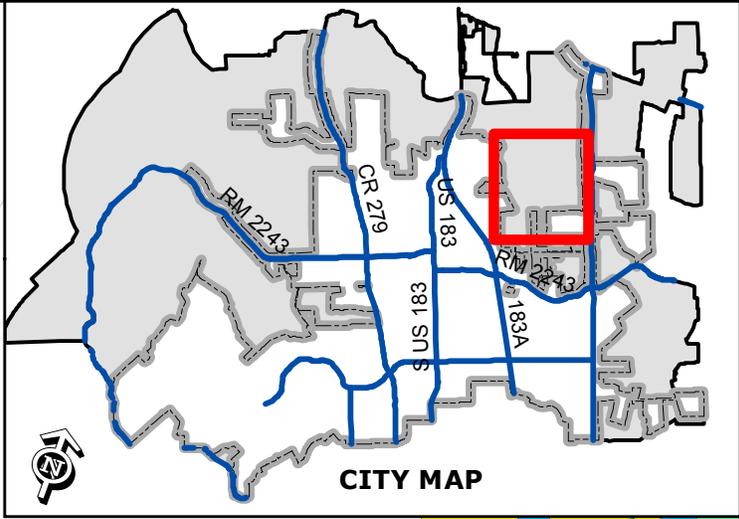
The Development Agreement allows for this subdivision to develop under the previous garage setback requirements. The applicant is proposing to add this language to the PUD for clarification as well as set standards for the measurement of the width of a lot.

The applicant is also requesting to change the minimum spacing for street lights to a minimum spacing of three hundred (300') feet along all collector and public streets. The current street light spacing is one hundred fifty (150') feet along local streets. The spacing for collector roadways is determined by illumination design.

STAFF RECOMMENDATION:

Staff recommends approval of the requested Palmera Bluff PUD. The proposed PUD promotes more flexibility with the location of the single-family districts and incorporates a mixture of lot sizes within the subdivision. This application effectively utilizes composite zoning to incorporate a variety of land uses while maintaining high form standards. 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.



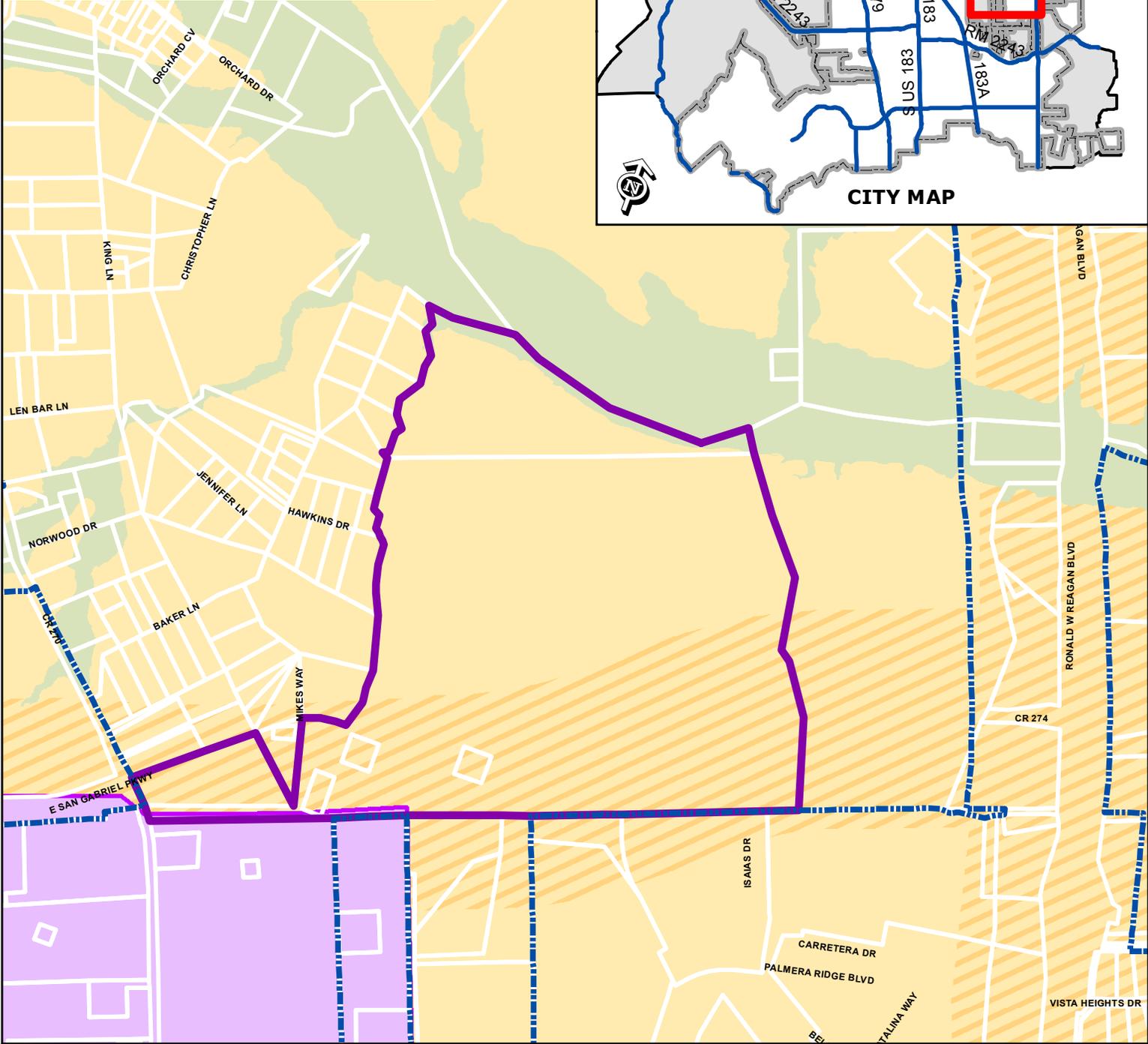
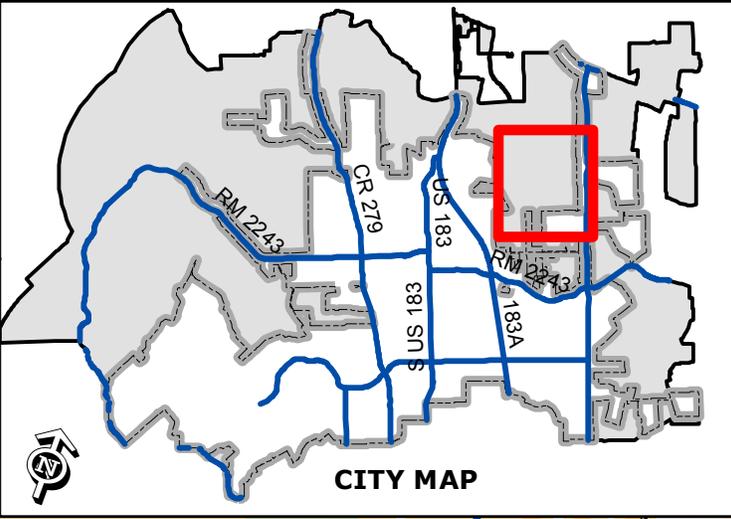
ZONING CASE 15-Z-018 Attachment #2

Current Zoning Map - Palmera Bluff PUD

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



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

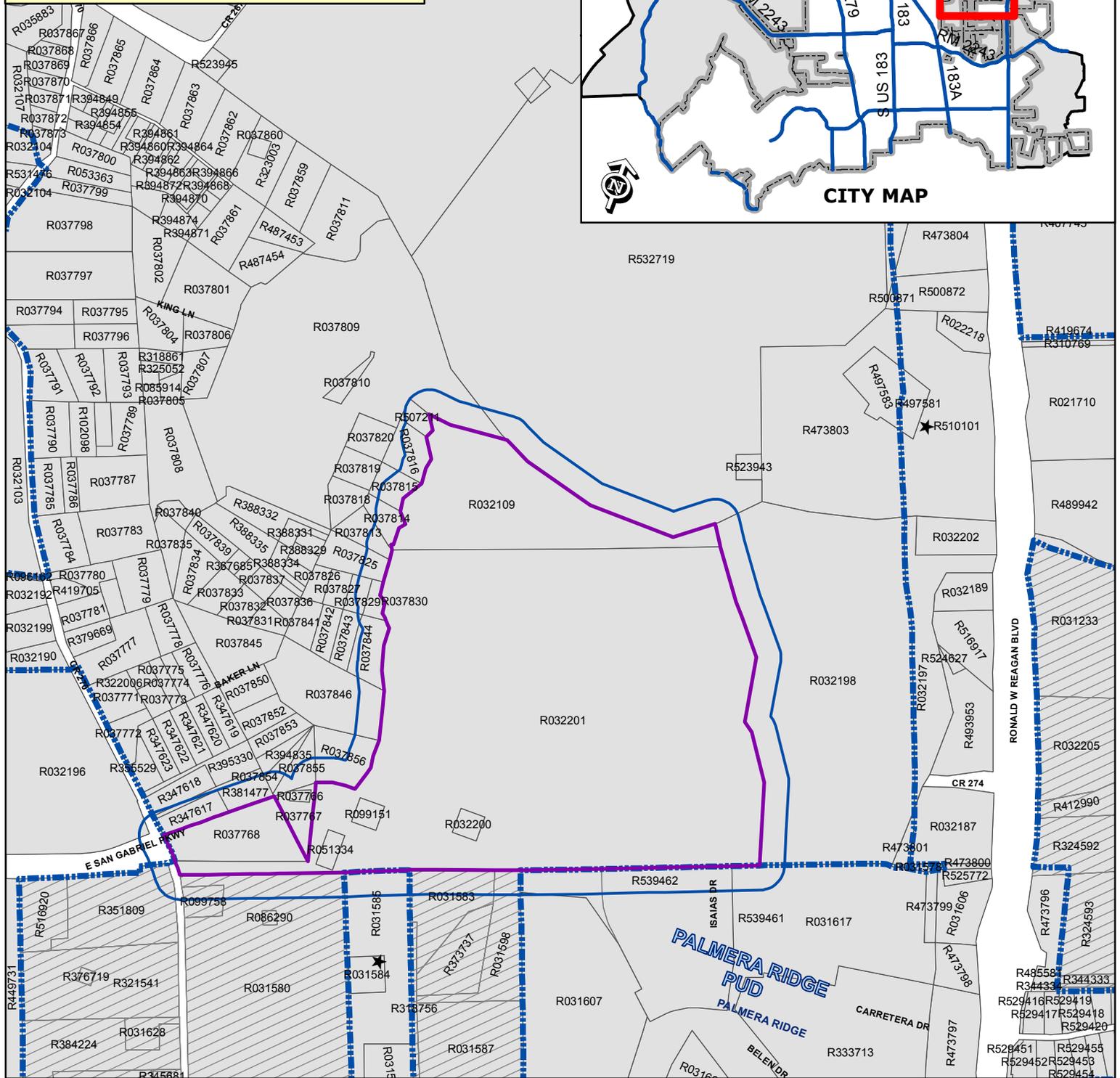
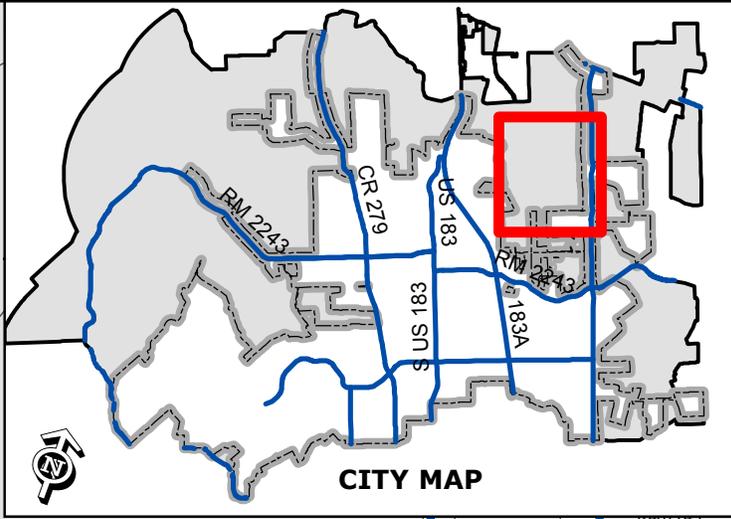


ZONING CASE 15-Z-036 Attachment #3 Future Land Use Map - Palmera Bluff PUD

-  City Limits
-  Subject Property
-  Open Space
-  Mixed Use Corridor
-  Commercial Corridor
-  Neighborhood Center
-  Community Center
-  Activity Center
-  Transit Supportive Mixed Use
-  Station Area Mixed Use
-  Old Town Mixed Use
-  Employment Mixed Use
-  Industrial District
-  Neighborhood Residential



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-018

Attachment # 4

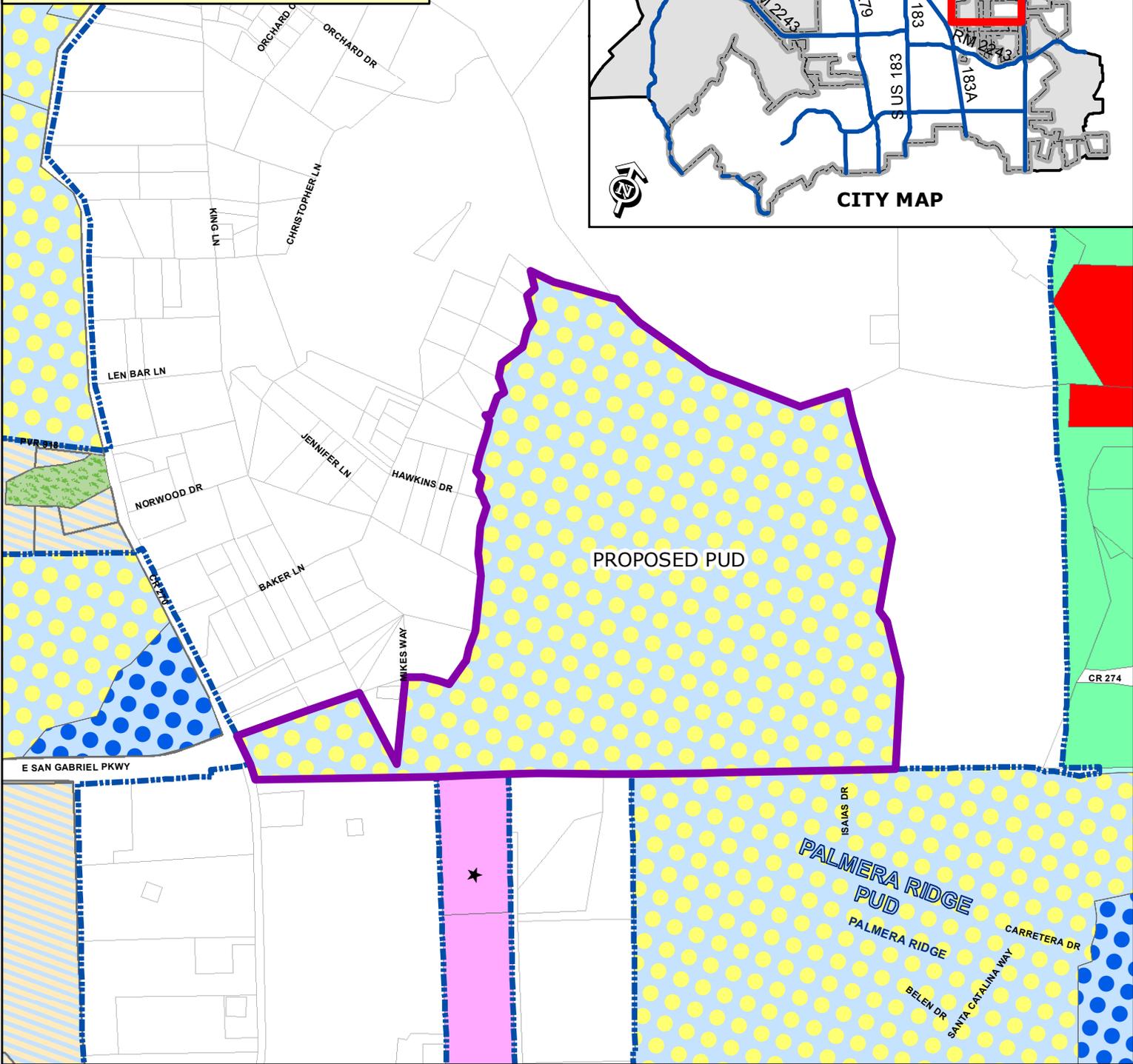
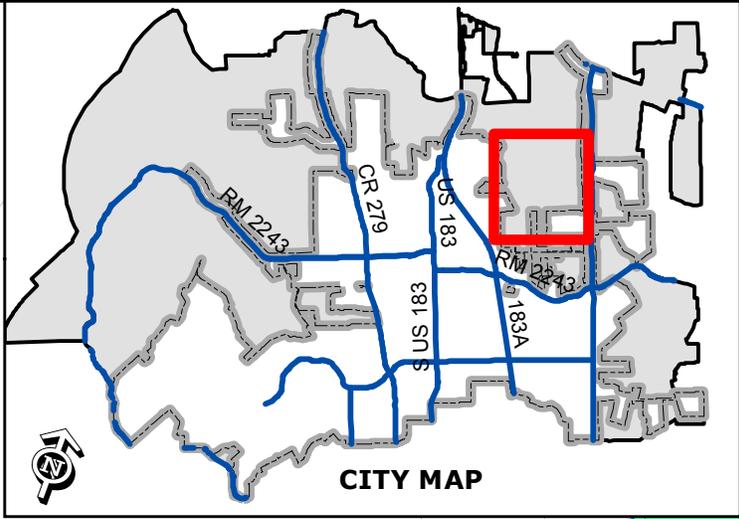
Notification Map
Palmera Bluff PUD

-  Public Notification Boundary
-  Subject Property

-  City Limits
-  WCAD Parcels



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.



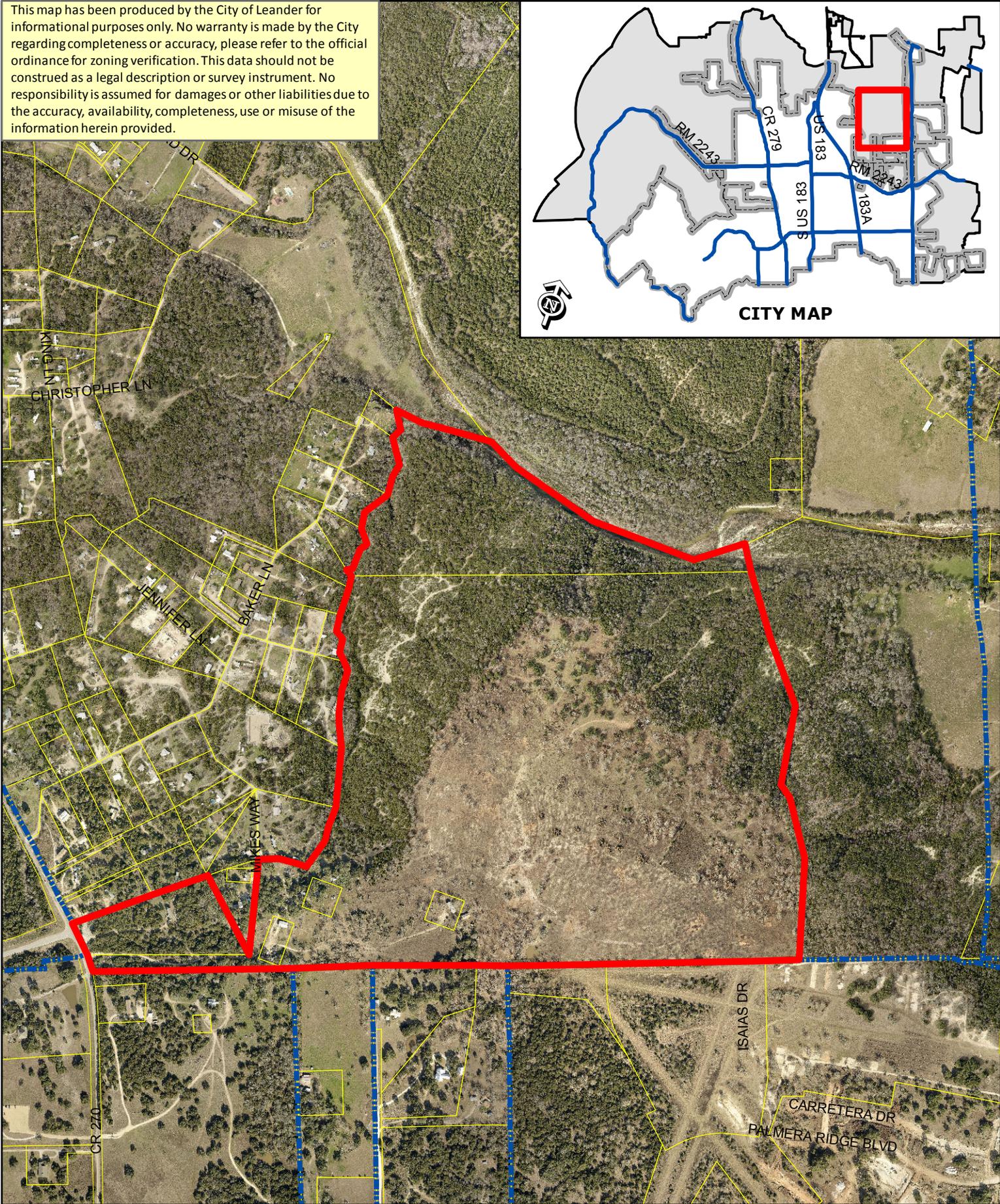
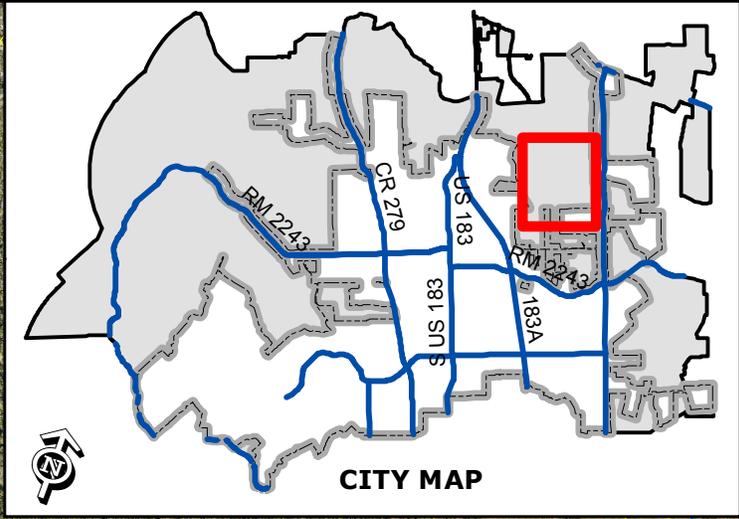
ZONING CASE 15-Z-018 Attachment #5

Proposed Zoning Map - Palmera Bluff PUD

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



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



ZONING CASE 15-Z-018 Attachment #6

Aerial Exhibit - Approximate Boundaries
Palmera Bluff PUD



-  Subject Property
-  City Limits

EXHIBIT A PALMERA BLUFF PLANNED UNIT DEVELOPMENT

1. Base zoning districts:
 - A. The base zoning districts for the project and PUD Plan shall be all Zoning Categories listed on Tables A (gathered from the City of Leander Composite Zoning Ordinance).

Table A Single Family and Condominium/Cluster

Zoning Category - City of Leander for Single Family - 230 Acres	Zoning Category	Minimum Lot Width	Minimum Lot Size (sq ft)	Minimum Living Area SF	Total Lots/Units	% of Total
Single Family Compact	SFC-2-A	50'	5500	1100	200 lots	31% max
Single Family Urban	SFU-2-A	60'	7200	1200	150 lots	24% min
Single Family Suburban	SFS-2-A	70'	9000	1500	125 lots	20% min
Condominium/Cluster Development	MF-2-A				160 units	25% max
Total					635	100%

2. PUD Area = 229.22 Acres
3. Single Family Lot width distribution shall be in accordance with Table A.
4. This PUD will be single family residential, condominium/cluster housing development.
5. EXHIBIT B Conceptual Site Plan Layout & Land Use Plan: This plan illustrates the proposed general layout of the project.
6. This Project shall be limited to 635 single-family lots and condominium/cluster units
7. The development will contain a minimum of 40 acres of parkland, amenity center and natural open spaces.
8. A 6' decorative rock wall will be built along the rear or sides of homes backing or siding to all collector and Arterial streets within a 25' landscaped parkway.
9. Over 1 mile of natural trails will be provided within the development. A conceptual layout of the Natural Trails is shown on Exhibit B. Nature Trails will be accessible to the general public and public parking will be provided for access to the trails.
10. All single family homes and the condo/cluster development will be constructed to Type "A" Architectural Standards as defined by the City of Leander Composite Zoning Ordinance.
11. No homes will front on the collector road and all street facing sides of homes backing or siding on the collector road will be 100% masonry.

12. A Single Tier of lots will be allowed along all collector streets identified on the PUD Land Use Plan with a minimum ten foot (10') wide landscape lot between the homes and the collector street.
13. The Amendment No. 1 to Development and Annexation Agreement between the City of Leander and Hanna/Magee, LP #1 regarding the Development applies to this PUD.
14. Garage Placement: For lots less than sixty feet wide (and less than seventy feet on corner lots) and zoned SFC, residential street facing garages shall be located not closer to the street than five feet in front of the dwelling or roof of a covered porch, with such dwelling or porch structure being not less than seven feet wide for all portions of the structure adjacent to the garage. For all other lots, residential street facing garages shall be located no closer to the street than the dwelling. The minimum front building setback is 20' from the property line (25' front setback for street facing garages). For purposes of this provision on garage placement, the lot width shall be determined based on the width of the lot at the front building setback of the lot for all lot sizes. Measurement of corner lots shall be ten feet wider to account for a fifteen foot street side setback.

15. Building Setback Table:

Zoning	Interior Lot Width	Corner Lot Width	Side Yard Setback	Rear Yard Setback	Front Garage Setback	Minimum Front Setback	Street Side Building Setback	Street Side Garage
SFC	50	60	5	15	25	20	15	20
SFU	60	70	5	15	25	20	15	20
SFS	70	80	5	15	25	20	15	20

16. A Hill Country Street lighting plan for this PUD will require a minimum spacing of 300' along all collector and public streets. Decorative Street Lighting shall be permitted. All street lighting shall be installed with energy efficient LED light fixtures.
17. Primary subdivision signage will be located at the entry along East San Gabriel Parkway and shall be allowed a maximum of 80 square feet of signage or graphics. Tertiary entrance signs shall be comprised of stone or masonry and shall each be allowed a maximum of 50 square feet with a maximum of 15 square feet of signage or graphics.
18. Site and Architectural components for Condo/Cluster site(s):
 - A. Maximum Number of Detached Units: 160 Units
 - B. Architectural Components: Type A
 - C. Access Drives: Driveway access to Units is prohibited from East San Gabriel Parkway. Internal private drives shall be a minimum of 26 foot wide with curb and gutter measured from face of curb to face of curb.
 - D. Residential Setbacks: Front building setbacks shall be a minimum of 15-feet from back of curb. Side building separation shall be a minimum of 10-feet. When the rear of one unit is immediately adjacent to the side of another unit the minimum setback shall be 10-feet. Rear building separation (defined as the condition when rears of two units are immediately adjacent to one another) shall be a minimum of 20-feet. Patios (covered or uncovered) and decks are not included in the rear

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

- E. Sidewalks: A 4' sidewalk is required along all public streets. No sidewalks are required along the internal private drives.
- F. Units may have single car garages with driveways at least 18 feet long and 9 feet wide. Garages will be setback at least 20' feet from the back of curb. Garages may be flush with the primary façade as long as primary façade is located 20' from the back of curb (porches are considered part of the primary façade as long as they are a minimum of 7 feet wide and 6 feet deep).
- G. Lighting: Street lighting is required along all public streets and is optional in the interior private drives within the project.
- H. Minimum landscape requirements for condo/cluster single family and two-family residential structures shall be two (2) two-inch significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species measured eighteen inches above finished grade immediately after planting, three (3) one-gallon shrubs, three (3) five-gallon shrubs and turf grass or an alternative material as defined in this section from the front property line to the front two (2) corners of the structure and a minimum coverage area extending 3' from the slab/foundation to protect water runoff from the roof drip line. If lawn grass is not used in this area, then rain gutter systems shall be in place. One three and a half inch caliper tree may be substituted for two (2) two-inch trees if the tree is planted in the front yard. Existing trees and shrubs that are retained in healthy condition may count toward fulfillment of these requirements.



Legend:
 NATIVE TRAILS

Exhibit B: Conceptual Site Layout and Land Use Plan

October 29, 2015



Scale: 1" = 200'
 0 200 300 400

PHARIS DESIGN
 PLANNING | LANDSCAPE ARCHITECTURE

This plan is conceptual. The street layout and standards have not been reviewed by staff. The subdivision ordinance and Transportation Criteria Manual regulations apply unless otherwise noted in the development agreement or PUD document.

July 14, 2015

Ms. Robin Griffin
Senior Planner
City of Leander
Planning Department
P.O. Box 319
Leander, 78646

RE: Palmera Bluff (Toungate Tract) PUD Zoning Application

Dear Ms. Griffin,

Please accept this letter as our "Letter of Intent" for a master planned development on the referenced property and addition to our existing Palmera Ridge Development, as required by the City of Leander's PUD Zoning Application ("PUD"). The project, as described by the In the application, is approximately 220 acres of land, located at future extension of East San Gabriel Parkway and CR 270.

Palmera Bluff encompasses 220.30 acres of land along the San Gabriel River proposed for a maximum of 555 single family lots and condominium/cluster units with more than 40 acres of parkland and natural open spaces. On March 3, 2015, the City Council approved Amendment No. 1 to the Development Agreement and Concept plan for Palmera Bluff as an extension to our existing Palmera Ridge Development.

The PUD zoning will allow Palmera Bluff the flexibility to utilize a combination of single family zoning categories contained within the City of Leander's Composite Zoning Ordinance and consistent with the PUD Zoning for the adjacent related project, Palmera Ridge.

A brief summary of the Palmera Bluff project attributes are as follows:

- A Master Plan comprising four different lot product types and a 9 acre condominium/cluster tract along East San Gabriel Parkway, parkland and natural open spaces.
- Over 40 acre of parkland and natural open spaces along a bluff above the San Gabriel River located and designed to preserve steep slopes and natural areas within the project.
- Over 1 mile of natural trails will be provided within the project to connect the neighborhood to parks, amenity center, open spaces and the bluff along the San Gabriel River.
- The acreage along the San Gabriel River below the bluff will be dedicated to the City of Leander consistent with the City of Leander Trail Master Plan.

- A private amenity center and overlook park will be built along the bluff above the San Gabriel River. The Amenity center will include a pool, playscape, pavilion and bathrooms with a budget in excess of \$1,000,000.
- All Single Family homes and condominium/cluster units will be constructed to architectural standards consistent with the City's Type "A" requirements.
- The east extension of San Gabriel Parkway will connect to an internal collector road system with Palmera Ridge and with access to Ronald Reagan Boulevard.
- A rock wall system (similar to our walls in Palmera Ridge) will be constructed within a 25' landscaped parkway along either side of the collector roads. No homes will front on the collector road and all street facing sides of the homes backing or siding on the collector roads will be 100% masonry.

Thank you for your consideration of our PUD zoning request for Palmera Bluff. Please let me know if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Blake J. Magee". The signature is stylized with loops and a horizontal line across the middle.

Blake J. Magee,

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO PUD (PLANNED UNIT DEVELOPMENT) WITH THE FOLLOWING BASE ZONING DISTRICTS: SFC-2-A (SINGLE-FAMILY COMPACT), SFU-2-A (SINGLE-FAMILY URBAN), SFS-2-A (SINGLE-FAMILY SUBURBAN), AND MF-2-A (MULTI-FAMILY); 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 230 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "B", generally located to the east of the eastern terminus of E San Gabriel Pkwy at the intersection with CR 270, on east of CR 270; legally described as Lot 1 out of the South San Gabriel Ranches Subdivision, 190 acres more or less out of the L. B. Johnson Survey, and 29 acres more or less out of the H. Garmes Survey, more particularly described in Document Numbers 2015086258, 2015093770, 19838370DRA Official Public Records of Williamson County, Texas, and identified by tax identification number R037768, R032201, R051334, R099151, R032200, and R032109.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to PUD (Planned Unit Development) with the following base zoning districts: SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), SFS-2-A (Single-Family Suburban), and MF-2-A (Multi-

Family) known as the Palmera Bluffs 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 of February, 2016
FINALLY PASSED AND APPROVED on this the 3rd day of March, 2016

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

EXHIBIT A PALMERA BLUFF PLANNED UNIT DEVELOPMENT

1. Base zoning districts:
 - A. The base zoning districts for the project and PUD Plan shall be all Zoning Categories listed on Tables A (gathered from the City of Leander Composite Zoning Ordinance).

Table A Single Family and Condominium/Cluster

Zoning Category - City of Leander for Single Family - 230 Acres	Zoning Category	Minimum Lot Width	Minimum Lot Size (sq ft)	Minimum Living Area SF	Total Lots/Units	% of Total
Single Family Compact	SFC-2-A	50'	5500	1100	200 lots	31% max
Single Family Urban	SFU-2-A	60'	7200	1200	150 lots	24% min
Single Family Suburban	SFS-2-A	70'	9000	1500	125 lots	20% min
Condominium/Cluster Development	MF-2-A				160 units	25% max
Total					635	100%

2. PUD Area = 229.22 Acres
3. Single Family Lot width distribution shall be in accordance with Table A.
4. This PUD will be single family residential, condominium/cluster housing development.
5. EXHIBIT B Conceptual Site Plan Layout & Land Use Plan: This plan illustrates the proposed general layout of the project.
6. This Project shall be limited to 635 single-family lots and condominium/cluster units
7. The development will contain a minimum of 40 acres of parkland, amenity center and natural open spaces.
8. A 6' decorative rock wall will be built along the rear or sides of homes backing or siding to all collector and Arterial streets within a 25' landscaped parkway.
9. Over 1 mile of natural trails will be provided within the development. A conceptual layout of the Natural Trails is shown on Exhibit B. Nature Trails will be accessible to the general public and public parking will be provided for access to the trails.
10. All single family homes and the condo/cluster development will be constructed to Type "A" Architectural Standards as defined by the City of Leander Composite Zoning Ordinance.
11. No homes will front on the collector road and all street facing sides of homes backing or siding on the collector road will be 100% masonry.

12. A Single Tier of lots will be allowed along all collector streets identified on the PUD Land Use Plan with a minimum ten foot (10') wide landscape lot between the homes and the collector street.
13. The Amendment No. 1 to Development and Annexation Agreement between the City of Leander and Hanna/Magee, LP #1 regarding the Development applies to this PUD.
14. Garage Placement: For lots less than sixty feet wide (and less than seventy feet on corner lots) and zoned SFC, residential street facing garages shall be located not closer to the street than five feet in front of the dwelling or roof of a covered porch, with such dwelling or porch structure being not less than seven feet wide for all portions of the structure adjacent to the garage. For all other lots, residential street facing garages shall be located no closer to the street than the dwelling. The minimum front building setback is 20' from the property line (25' front setback for street facing garages). For purposes of this provision on garage placement, the lot width shall be determined based on the width of the lot at the front building setback of the lot for all lot sizes. Measurement of corner lots shall be ten feet wider to account for a fifteen foot street side setback.

15. Building Setback Table:

Zoning	Interior Lot Width	Corner Lot Width	Side Yard Setback	Rear Yard Setback	Front Garage Setback	Minimum Front Setback	Street Side Building Setback	Street Side Garage
SFC	50	60	5	15	25	20	15	20
SFU	60	70	5	15	25	20	15	20
SFS	70	80	5	15	25	20	15	20

16. A Hill Country Street lighting plan for this PUD will require a minimum spacing of 300' along all collector and public streets. Decorative Street Lighting shall be permitted. All street lighting shall be installed with energy efficient LED light fixtures.
17. Primary subdivision signage will be located at the entry along East San Gabriel Parkway and shall be allowed a maximum of 80 square feet of signage or graphics. Tertiary entrance signs shall be comprised of stone or masonry and shall each be allowed a maximum of 50 square feet with a maximum of 15 square feet of signage or graphics.
18. Site and Architectural components for Condo/Cluster site(s):
 - A. Maximum Number of Detached Units: 160 Units
 - B. Architectural Components: Type A
 - C. Access Drives: Driveway access to Units is prohibited from East San Gabriel Parkway. Internal private drives shall be a minimum of 26 foot wide with curb and gutter measured from face of curb to face of curb.
 - D. Residential Setbacks: Front building setbacks shall be a minimum of 15-feet from back of curb. Side building separation shall be a minimum of 10-feet. When the rear of one unit is immediately adjacent to the side of another unit the minimum setback shall be 10-feet. Rear building separation (defined as the condition when rears of two units are immediately adjacent to one another) shall be a minimum of 20-feet. Patios (covered or uncovered) and decks are not included in the rear

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

- E. Sidewalks: A 4' sidewalk is required along all public streets. No sidewalks are required along the internal private drives.
- F. Units may have single car garages with driveways at least 18 feet long and 9 feet wide. Garages will be setback at least 20' feet from the back of curb. Garages may be flush with the primary façade as long as primary façade is located 20' from the back of curb (porches are considered part of the primary façade as long as they are a minimum of 7 feet wide and 6 feet deep).
- G. Lighting: Street lighting is required along all public streets and is optional in the interior private drives within the project.
- H. Minimum landscape requirements for condo/cluster single family and two-family residential structures shall be two (2) two-inch significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species measured eighteen inches above finished grade immediately after planting, three (3) one-gallon shrubs, three (3) five-gallon shrubs and turf grass or an alternative material as defined in this section from the front property line to the front two (2) corners of the structure and a minimum coverage area extending 3' from the slab/foundation to protect water runoff from the roof drip line. If lawn grass is not used in this area, then rain gutter systems shall be in place. One three and a half inch caliper tree may be substituted for two (2) two-inch trees if the tree is planted in the front yard. Existing trees and shrubs that are retained in healthy condition may count toward fulfillment of these requirements.



Legend:
 NATIVE TRAILS

Exhibit B: Conceptual Site Layout and Land Use Plan

October 29, 2015

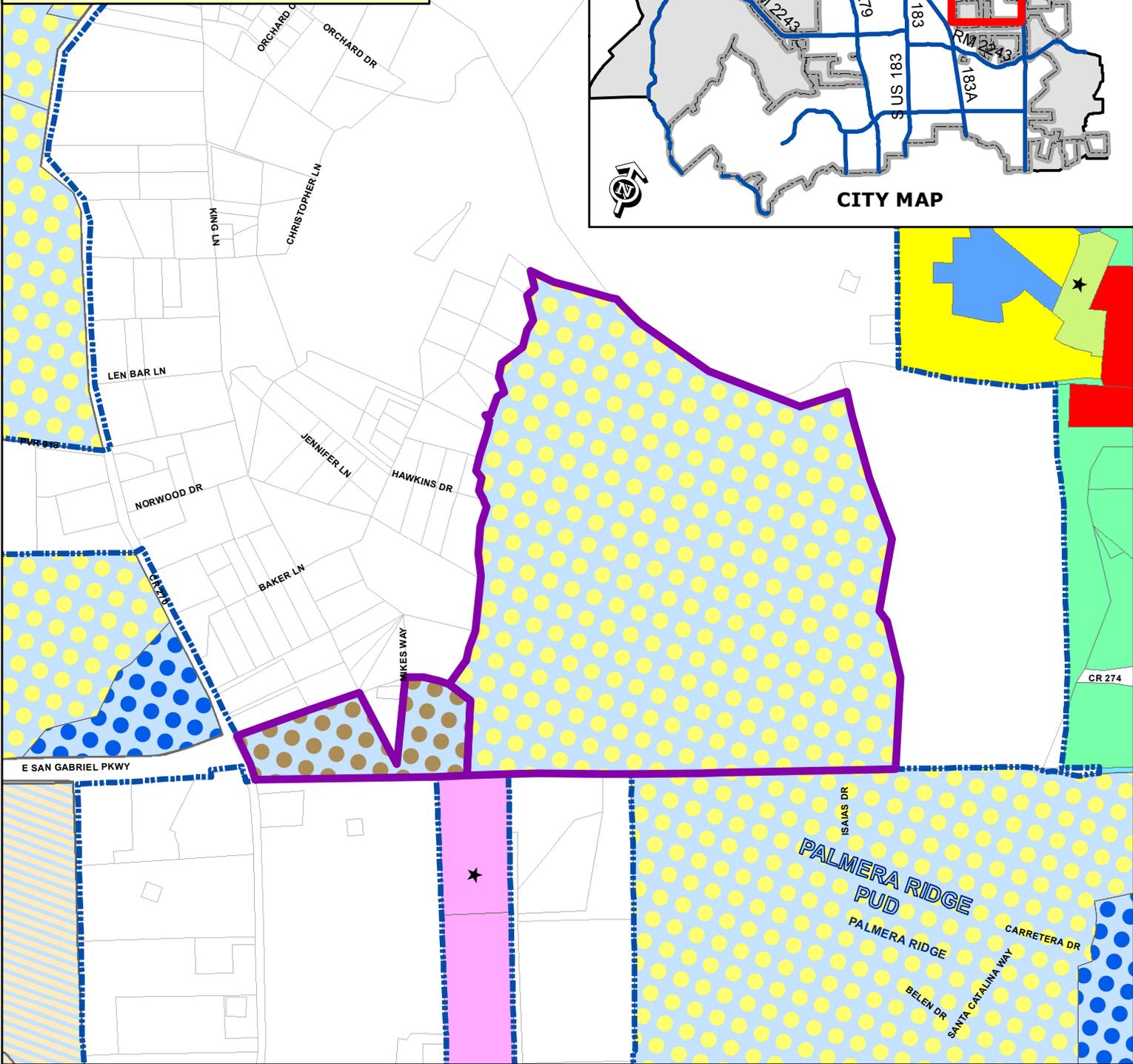
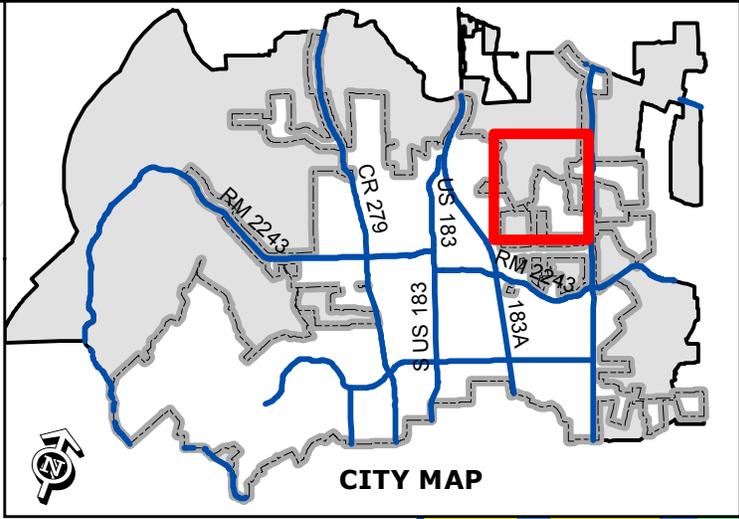


Scale: 1" = 200'
 0 200 300 400

PHARIS DESIGN
 PLANNING | LANDSCAPE ARCHITECTURE

This plan is conceptual. The street layout and standards have not been reviewed by staff. The subdivision ordinance and Transportation Criteria Manual regulations apply unless otherwise noted in the development agreement or PUD document.

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-018 Exhibit C

Zoning Map - Palmera Bluff PUD

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





Executive Summary

March 03, 2016

Agenda Subject: Zoning Case 15-Z-036: Consider action on the rezoning of two lots generally located 750 feet to the west of the intersection of E Crystal Falls Pkwy and Ronald Reagan Blvd; 9.736 acres more or less; legally described as Lots 1 & 2 Blk A, Anderson Commercial, WCAD Parcels R542627 and R542628. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban). The applicant is proposing to zone the property to GC-3-C (General Commercial), Leander, Williamson County, Texas.

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

Origination: Applicant: City of Leander on behalf of Anderson, Dorothy Jean Stephenson.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval the GC-3-C (General Commercial) on Lot 1 and the flag pole portion of Lot 2 at the February 11, 2015 meeting. The City Council unanimously approved the GC-3-B (General Commercial) district on Lot 1 and the flag pole portion of Lot 2 at the February 18, 2016 meeting.

- Attachments:**
1. Planning Analysis
 2. Current Zoning Map
 3. Future Land Use Map
 4. Notification Map
 5. Proposed Zoning Map
 6. Aerial Map
 7. Final Plat
 8. Ordinance

Prepared By: Tom Yantis, AICP
Assistant City Manager

02/26/2016



PLANNING ANALYSIS

ZONING CASE 15-Z-036 ANDERSON COMMERCIAL

GENERAL INFORMATION

Owner:	Anderson, Dorothy Jean Stephenson
Current Zoning:	Interim SFR-1-B (Single-Family Rural) Interim SFS-2-B (Single-Family Suburban)
Proposed Zoning:	GC-3-C (General Commercial)
Size and Location:	The property is located at 10970, 10980, and 10974 Crystal Falls Pkwy and is approximately 9.736 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	Interim SFS-2-B	Established Single-Family Homes (Ridgmar Landing)
EAST	Interim SFS-2-B Interim SFR-1-B GC-3-C	Established Single-Family Home Undeveloped land zoned for general commercial uses
SOUTH	Interim SFR-1-B	Land owned by the City and proposed fire station location
WEST	Interim SFS-2-B Interim SFR-1-B HC-4 -D	Land owned by the City and proposed fire station location Existing Commercial Development

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENT:

TYPE 3:

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

Intent:

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

ARCHITECTURAL COMPONENT:

TYPE C (non-residential only):

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

Intent:

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

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- The purpose of the Mixed Use Corridor Designation is to allow for areas along arterials to be developed to preserve the integrity of the corridor and maintain mobility. Typical uses include a variety of residential types, such as small-lot single-family, townhomes, duplexes and quadplexes, civic and institutional uses (schools and places of worship) and small professional offices that complement residential development. Limited neighborhood-serving commercial uses and higher-density residential are appropriate at intersections.

ANALYSIS:

This zoning change is a City initiated case to change the zoning from Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial). This property was re-platted into two lots in August of 2015. The City entered into a letter agreement to acquire Lot 2 located to the south of Crystal Falls Parkway for a future fire station location. A condition of this agreement was that the City would initiate a zoning change from the existing zoning to a GC-3-C (General Commercial) district. At the time of this agreement, the previous Future Land Use Map was in place and included a Community Center Node at the intersection of Crystal Falls Parkway and Ronald W. Reagan Blvd. The Community Center Node included a target of thirty (30%) percent Community Commercial/Retail uses. The proposed GC-3-C (General Commercial) was compliant with the Comprehensive Plan.

The GC use component permits the development of small to large scale commercial, retail and commercial service uses located in high traffic areas. Access is to be provided from an arterial street. In this case, access would be provided from Crystal Falls Pkwy.

The Type 3 site component permits outdoor fuel sales, car washes, limited outdoor storage and display, and overhead commercial service doors. The intent of this site component is to be utilities with non-residential use components where is it appropriate to use the outdoor site area for outdoor fuel sales, limited display and storage or accessory buildings.

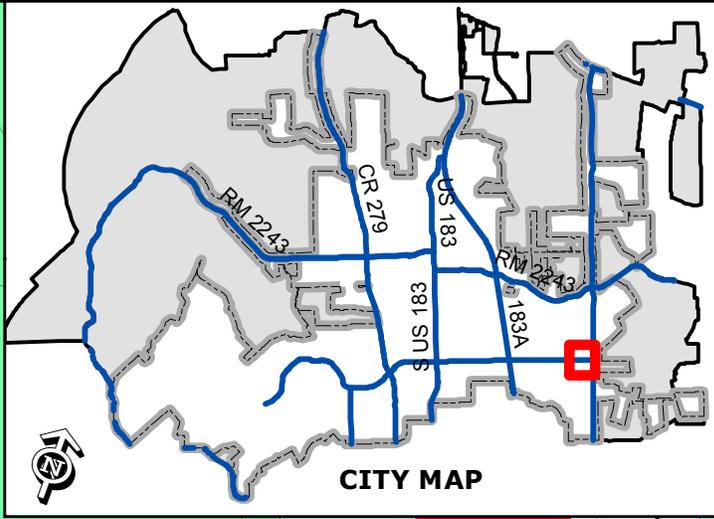
The Type C architectural component requires at least eight-five (35%) of the exterior surface area walls are masonry and that street facing walls are at least sixty (60%) masonry.

This property is located within a Mixed Use Corridor. This corridor designation is located on land that is approximately 500 feet from the outer edge of the right-of-way and is typically one block deep. The typical uses include small-lot single-family, townhomes, duplexes and quadplexes, civic and institutional uses (schools and places of worship) and small professional offices that complement residential development. Limited neighborhood-serving commercial uses and higher-density residential are appropriate at intersections.

STAFF RECOMMENDATION:

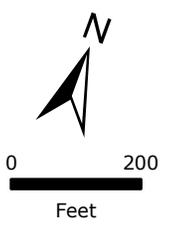
Pursuant to the letter agreement, staff has initiated this zoning case for review by the Planning and Zoning Commission. Staff recommends that if the Planning & Zoning Commission recommends approval of a nonresidential district, that this approval only includes Lot 1 and the flag pole portion of Lot 2. The GC-3-C district is not necessary for the construction of the Fire Station. This use is permitted in residential zoning districts.

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.

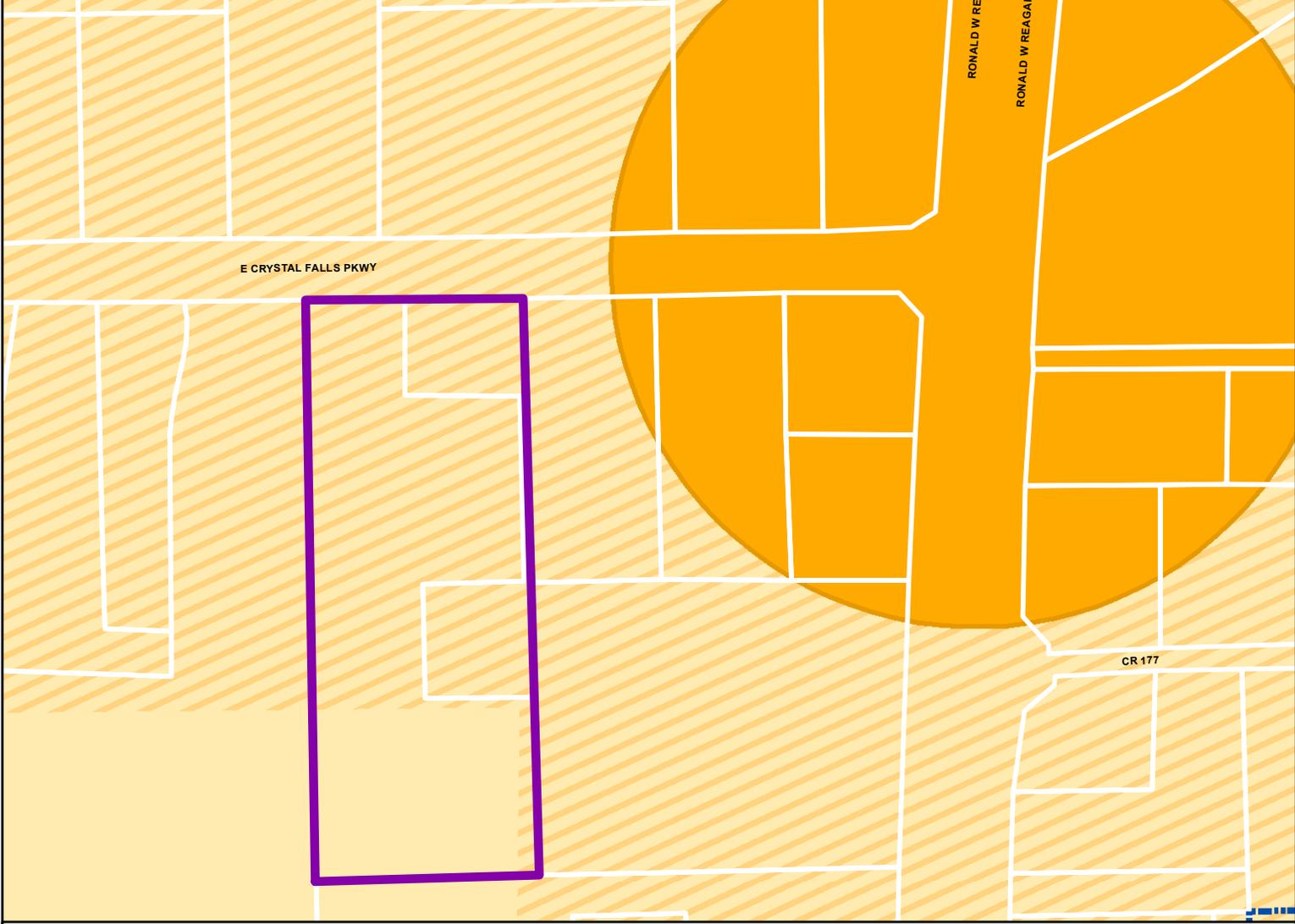
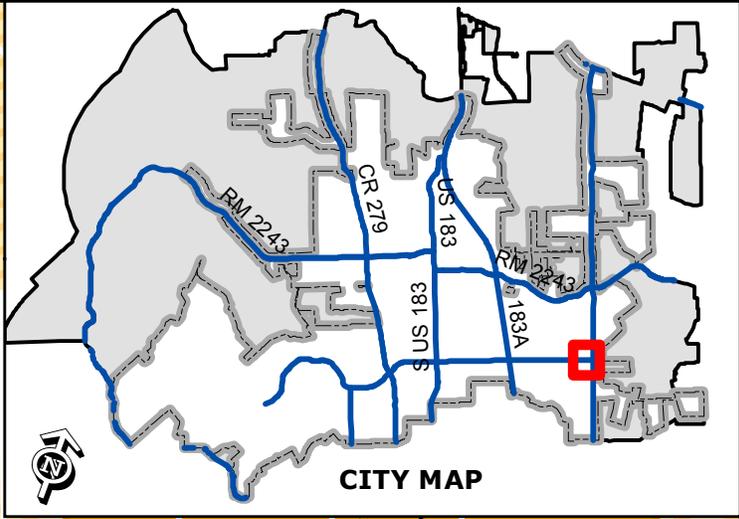


ZONING CASE 15-Z-036 Attachment #2 Current Zoning Map - Anderson Commercial

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



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



ZONING CASE 15-Z-036 Attachment #3 Future Land Use Map - Anderson Commercial

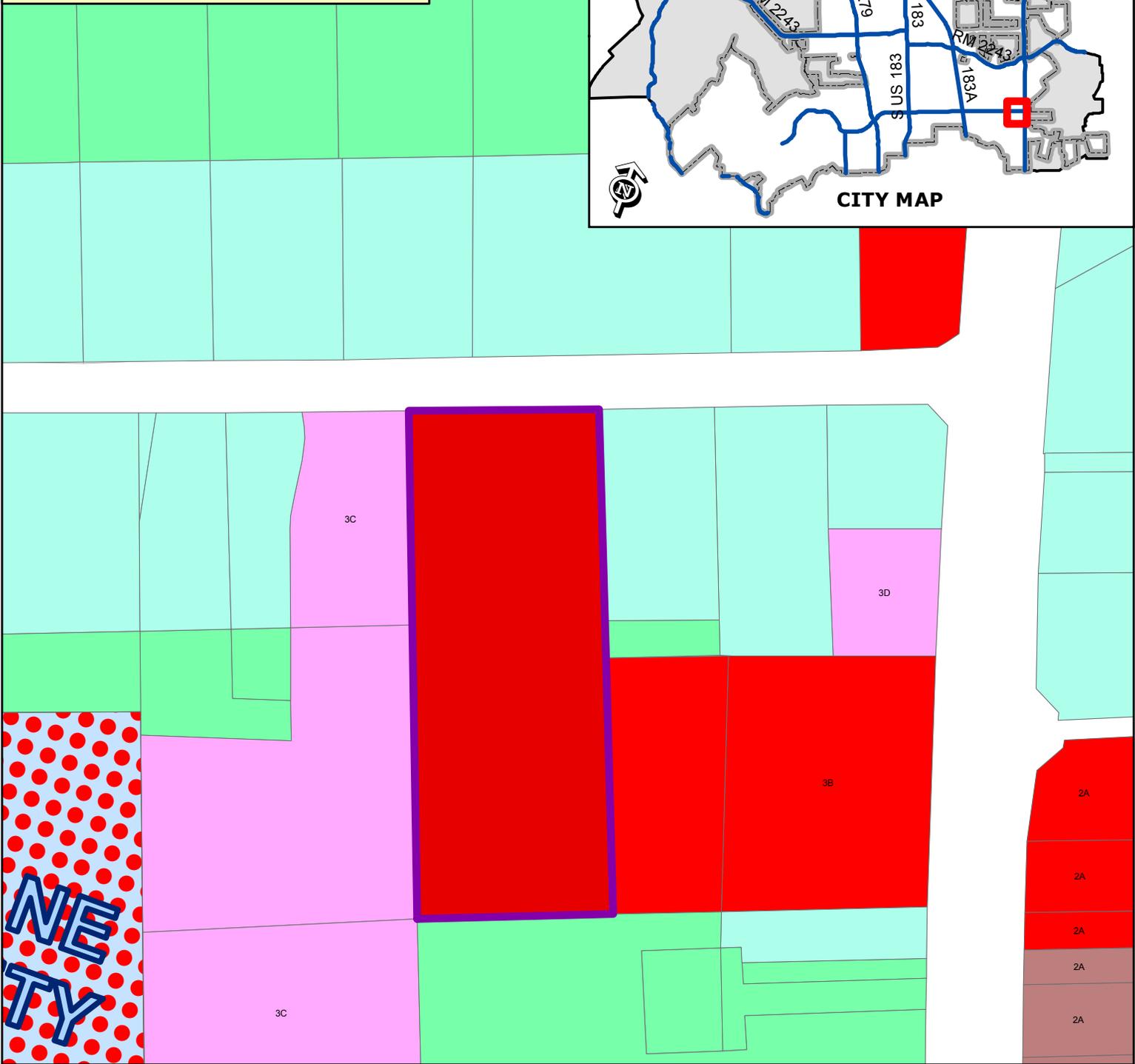
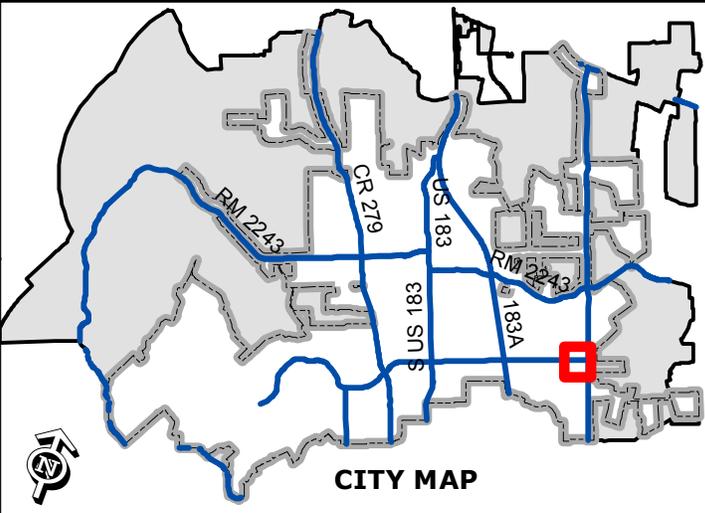
 City Limits	 Commercial Corridor	 Transit Supportive Mixed Use
 Subject Property	 Neighborhood Center	 Station Area Mixed Use
 Open Space	 Community Center	 Old Town Mixed Use
 Mixed Use Corridor	 Activity Center	 Employment Mixed Use
	 Industrial District	
	 Neighborhood Residential	





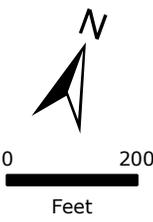
0 200
Feet

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

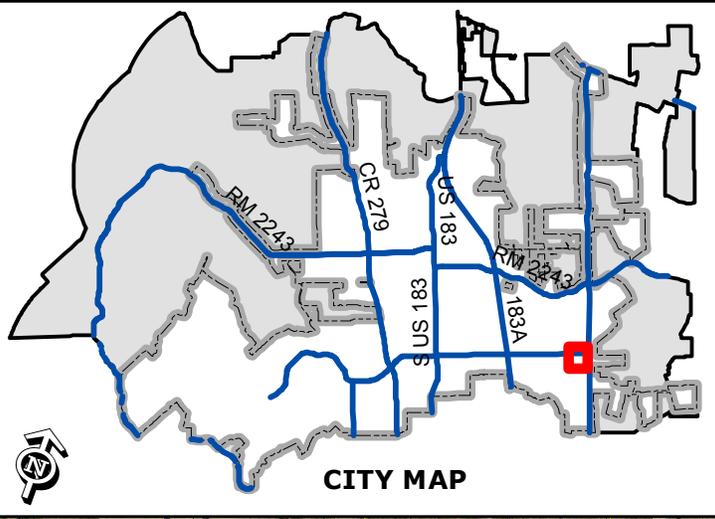


ZONING CASE 15-Z-036 Attachment #4 Proposed Zoning Map - Anderson Commercial

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



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



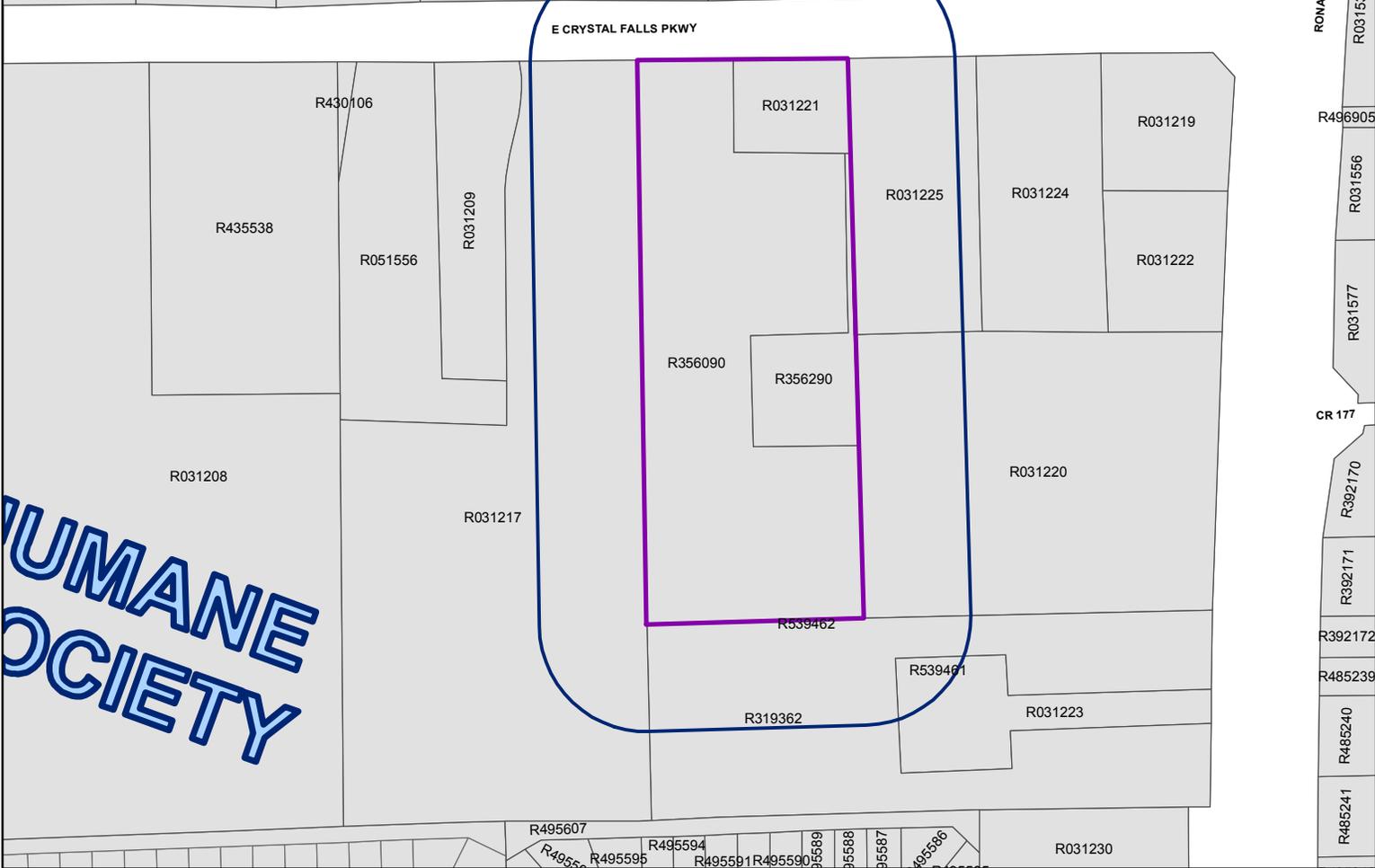
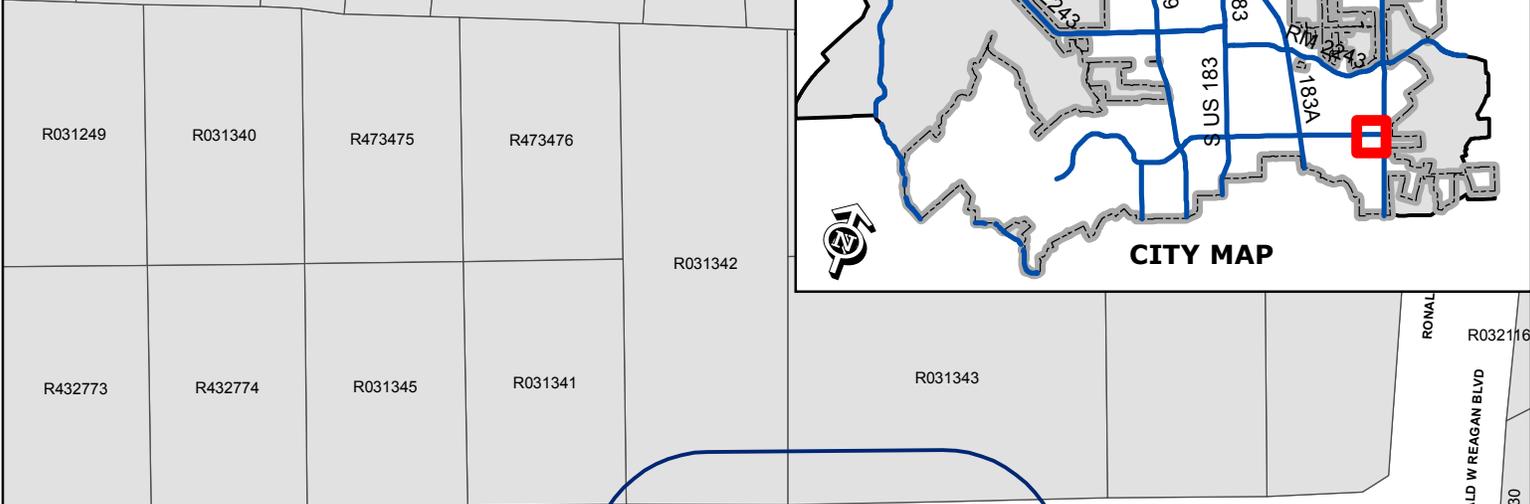
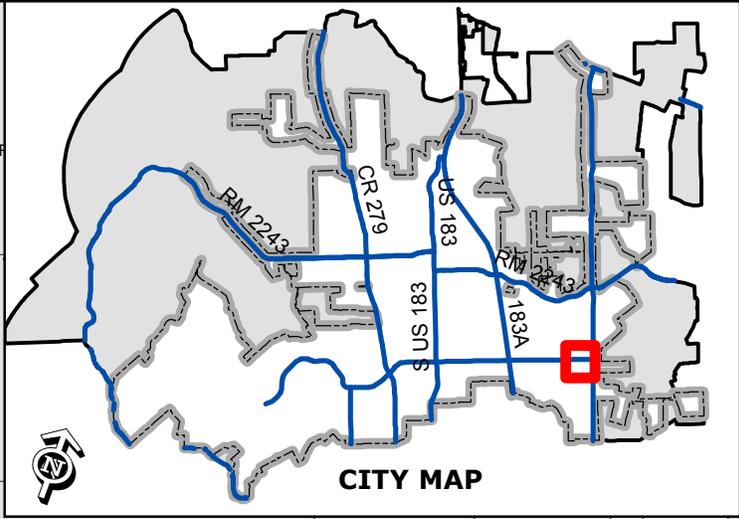
ZONING CASE 15-Z-036 Attachment #5

Aerial Exhibit - Approximate Boundaries
Anderson Commercial



-  Subject Property
-  City Limits

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.



HUMANANE SOCIETY

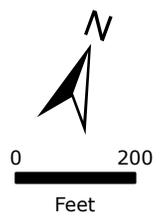
ZONING CASE 15-Z-036

Attachment # 6

Notification Map
Anderson Commercial

-  Public Notification Boundary
-  Subject Property

-  City Limits
-  WCAD Parcels

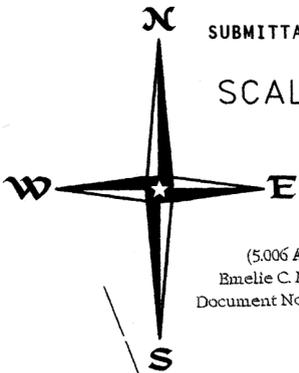


ANDERSON COMMERCIAL

BEING 9.736 ACRES OF LAND OUT OF THE WALTER CAMPBELL SURVEY ABSTRACT No. 3

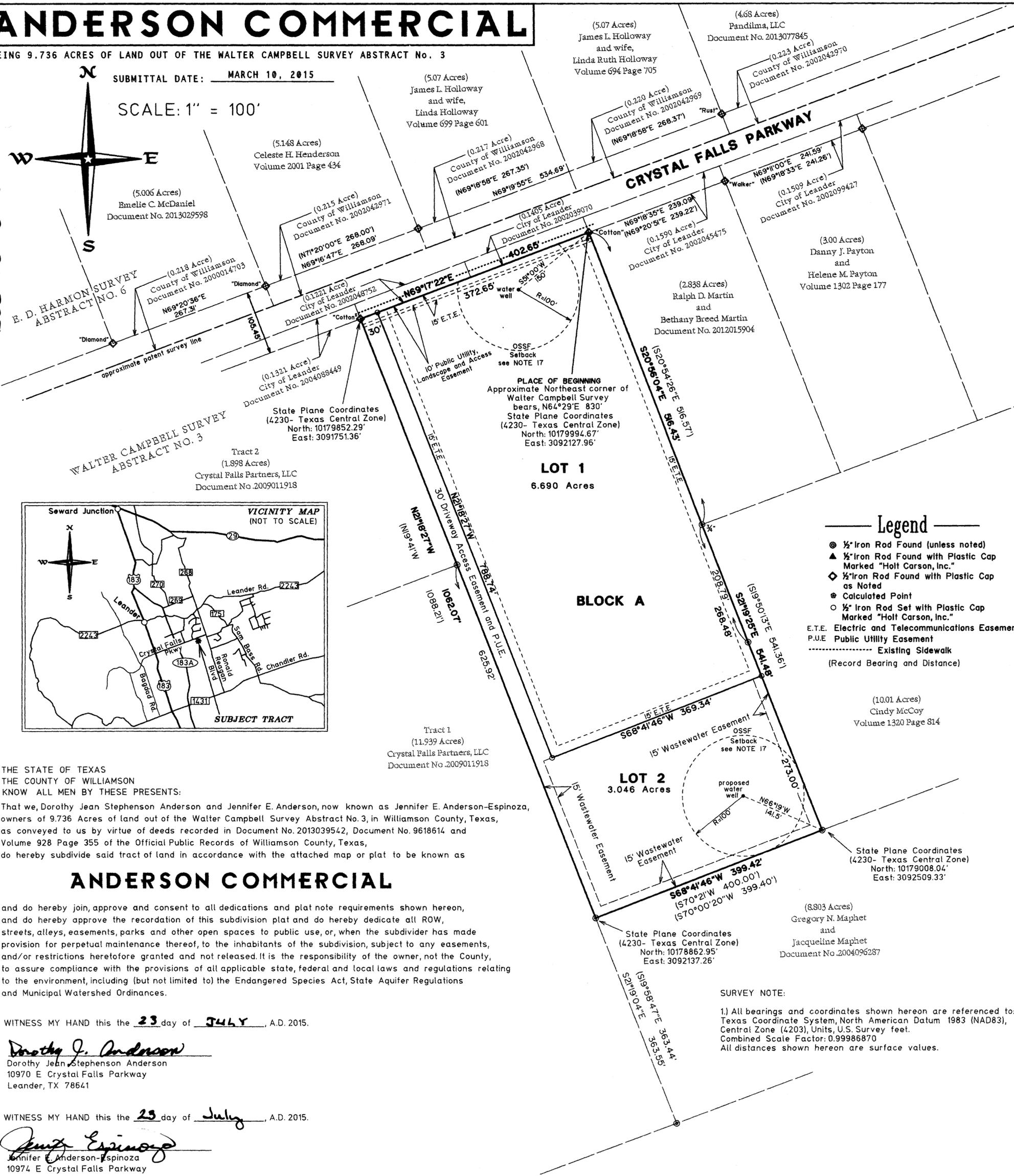
SUBMITTAL DATE: MARCH 10, 2015

SCALE: 1" = 100'

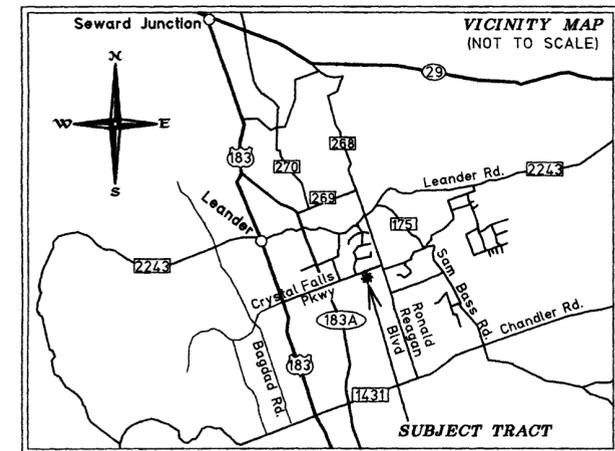


DOC# 201507252

DOC# 201507252



WALTER CAMPBELL SURVEY ABSTRACT NO. 3



- Legend**
- 1/2" Iron Rod Found (unless noted)
 - ▲ 1/2" Iron Rod Found with Plastic Cap Marked "Holt Carson, Inc."
 - ◆ 1/2" Iron Rod Found with Plastic Cap as Noted
 - ⊙ Calculated Point
 - 1/2" Iron Rod Set with Plastic Cap Marked "Holt Carson, Inc."
 - E.T.E. Electric and Telecommunications Easement
 - P.U.E. Public Utility Easement
 - Existing Sidewalk
 - (Record Bearing and Distance)

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON
KNOW ALL MEN BY THESE PRESENTS:

That we, Dorothy Jean Stephenson Anderson and Jennifer E. Anderson, now known as Jennifer E. Anderson-Espinoza, owners of 9.736 Acres of land out of the Walter Campbell Survey Abstract No. 3, in Williamson County, Texas, as conveyed to us by virtue of deeds recorded in Document No. 2013039542, Document No. 9618614 and Volume 928 Page 355 of the Official Public Records of Williamson County, Texas, do hereby subdivide said tract of land in accordance with the attached map or plat to be known as

ANDERSON COMMERCIAL

and do hereby join, approve and consent to all dedications and plat note requirements shown hereon, and do hereby approve the recordation of this subdivision plat and do hereby dedicate all ROW, streets, alleys, easements, parks and other open spaces to public use, or, when the subdivider has made provision for perpetual maintenance thereof, to the inhabitants of the subdivision, subject to any easements, and/or restrictions heretofore granted and not released. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the environment, including (but not limited to) the Endangered Species Act, State Aquifer Regulations and Municipal Watershed Ordinances.

WITNESS MY HAND this the 23 day of JULY, A.D. 2015.

Dorothy J. Anderson
Dorothy Jean Stephenson Anderson
10970 E Crystal Falls Parkway
Leander, TX 78641

WITNESS MY HAND this the 23 day of July, A.D. 2015.

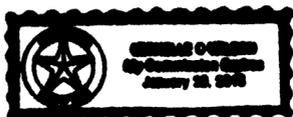
Jennifer E. Anderson-Espinoza
Jennifer E. Anderson-Espinoza
10974 E Crystal Falls Parkway
Leander, TX 78641

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON

I, the undersigned authority, on this the 23 day of July, A.D., 2015, did personally appear Dorothy Jean Stephenson Anderson, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and she acknowledged before me that she executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC
Printed Name
Commission Expires

Michelle O. Wilson
Michelle O. Wilson
January 30 2016



THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON

I, the undersigned authority, on this the 23 day of July, A.D., 2015, did personally appear Jennifer E. Anderson-Espinoza, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and she acknowledged before me that she executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC
Printed Name
Commission Expires

Michelle O. Wilson
Michelle O. Wilson
January 30 2016



ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PORTION OF TWO LOTS FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) TO GC-3-B (GENERAL COMMERCIAL) MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property." That certain lots being 9.736 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", generally located 750 feet to the west of the intersection of E Crystal Falls Pkwy and Ronald Reagan Blvd; legally described as Lot 1 and a portion of 2 of the Anderson Commercial Subdivision, Williamson County, Texas; identified by Williamson County tax identification number R542627 and R542628.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to GC-3-B (General Commercial) as shown in Exhibit "A".

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

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

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

PASSED AND APPROVED on First Reading this the 18th of February, 2016
FINALLY PASSED AND APPROVED on this the 3rd day of March, 2016

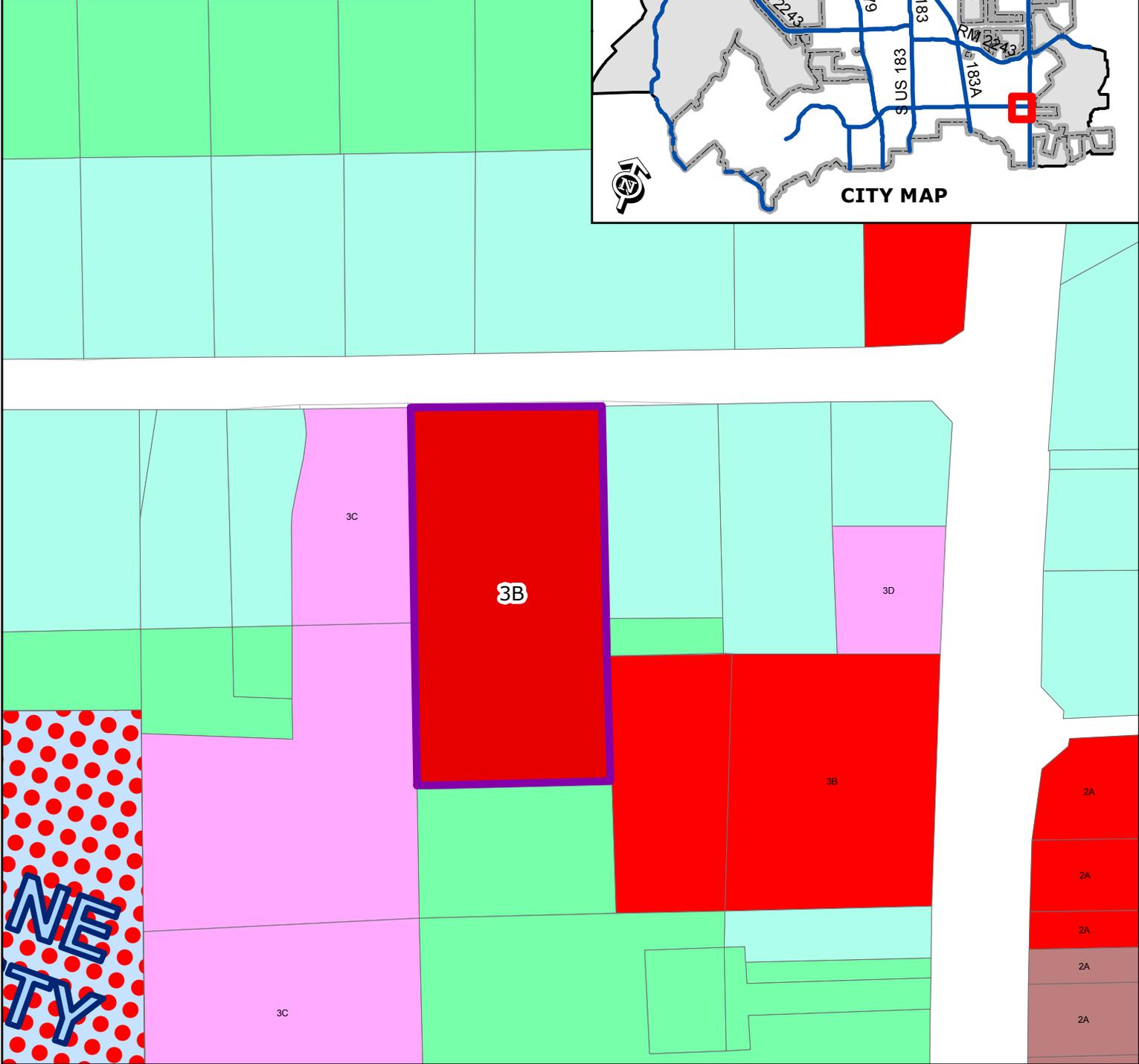
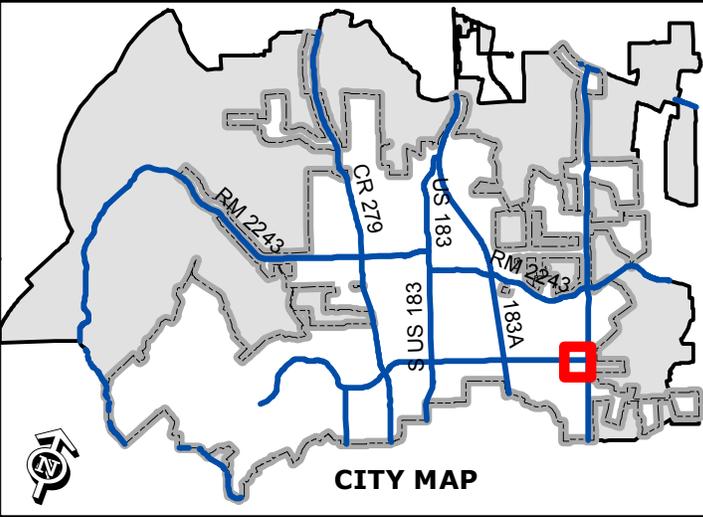
THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

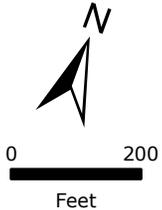
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility 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-036 Exhibit A

Zoning Map - Anderson Commercial

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





Executive Summary

March 03, 2016

Agenda Subject: Zoning Case 16-Z-001: Consider action on the rezoning of one lot located at 1109 Leander Drive; 3.526 acres more or less; legally described as Lot 14A, Blk A of the Leander Heights Section 3 Replat, WCAD Parcel R351048. Currently, the property is zoned HC-4-D (Heavy Commercial). The applicant proposing to zone the property to HC-5-D (Heavy Commercial), Leander, Williamson County, Texas.

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

Origination: Applicant: Ron Jordan on behalf of Dennis Industries, LLC.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission recommended approval of the HC-5-D (Heavy Commercial) district with a 5 to 1 vote (Commissioner Means opposed) at the February 11, 2016 meeting. The City Council unanimously recommended approval of the request at the February 18, 2016 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. Letter of Intent
8. Ordinance

Prepared By: Tom Yantis, AICP
Assistant City Manager

02/26/2016



PLANNING ANALYSIS

ZONING CASE 16-Z-001
1109 LEANDER DRIVE

GENERAL INFORMATION

Owner: Dennis Industries, LLC.

Current Zoning: HC-4-D (Heavy Commercial)

Proposed Zoning: HC-5-D (Heavy Commercial)

Size and Location: The property is located at 1109 Leander Drive is approximately 3.526 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	HC-4-D	Established Industrial Use (Dennis Steel)
EAST	HC-4-D HC-5-D	Established Industrial Uses
SOUTH	HC-4-D	Established School
WEST	GC-3-C PUD	Established Commercial Uses

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

HC – HEAVY COMMERCIAL:

Features: Any use in GC plus commercial laundry, contractor storage yard, lumber yards, indoor manufacture, assembly and processing, mini-warehouse, RV, trailer and boat storage, testing and research, warehouse and distribution, wholesale, wrecker impoundment.

Intent: Development of a variety of light manufacturing, assembly and processing businesses, storage, warehouses and lumber sales. Access should be provided by an industrial or commercial collector street.

SITE COMPONENT:

TYPE 5 (non-residential only):

Features: Accessory buildings; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display and storage; outdoor entertainment venues and animal boarding.

Intent:

- (1) The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.
- (2) This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, HC or HI use components.
- (3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.

ARCHITECTURAL COMPONENT:

TYPE D (non-residential only):

Features: 35% masonry (60% street facing); metal siding for remainder not facing a street; 2 or more architectural features.

Intent:

- (1) This architectural component is intended only for industrial warehouse, heavy commercial service and other similar applications and shall be utilized only with GC, HC or HI use components.
- (2) This component is not intended to be utilized with the majority of GC districts.
- (3) This component is not intended for retail or office development or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park development.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Position Leander as a destination for employers.
- Direct job-generating uses to the Employment Mixed Use and Industrial areas.
- The Industrial District land use category is intended to be located in close proximity to major transportation systems, including highways, tollways, railroads, etc. These areas are intended for industrial and employment land uses that may generate traffic and noise. These uses are important for the city's economic development, and should be protected to avoid encroachment by incompatible use issues while aiding existing businesses expansion. Industrial uses should be developed with attention to aesthetics through the provision of landscaping along street frontages, screening of outdoor storage and assembly areas, and high-quality design and materials where buildings are visible from roadways or adjacent residential development areas.

ANALYSIS:

The applicant is requesting to change the zoning of the property from HC-4-D (Heavy Commercial) to HC-5-D in order to allow for unlimited outdoor storage. This property is located in the existing industrial area of the City along Leander Drive. The properties to the north and south are zoned HC-4-D. The property to the east is zoned HC-5-D. The surrounding uses to the north and east are currently developed industrial sites and there is a school located to the south. The property to the west is part of the Gateway Shopping Center and is currently developed as a commercial/retail site.

This zoning change request would change the site component from Type 4 to Type 5. The table below demonstrates the differences in the two site components.

SITE STANDARD	TYPE 4	TYPE 5
Drive-through service lanes	Permitted	Permitted
Outdoor Display	Unlimited	Unlimited
Outdoor Storage	Limited to 60% of the gross square footage of the primary structure	Unlimited
Accessory Buildings /Structures	Limited to 60% of the gross square footage of the primary structure	Unlimited
Outdoor Fueling & Washing of Vehicles	Permitted	Permitted
Outdoor Animal Boarding	Permitted	Permitted
Outdoor Entertainment	Permitted	Permitted
Overhead Commercial Service Doors	Permitted	Permitted
Accessory Dwellings	Permitted	Permitted

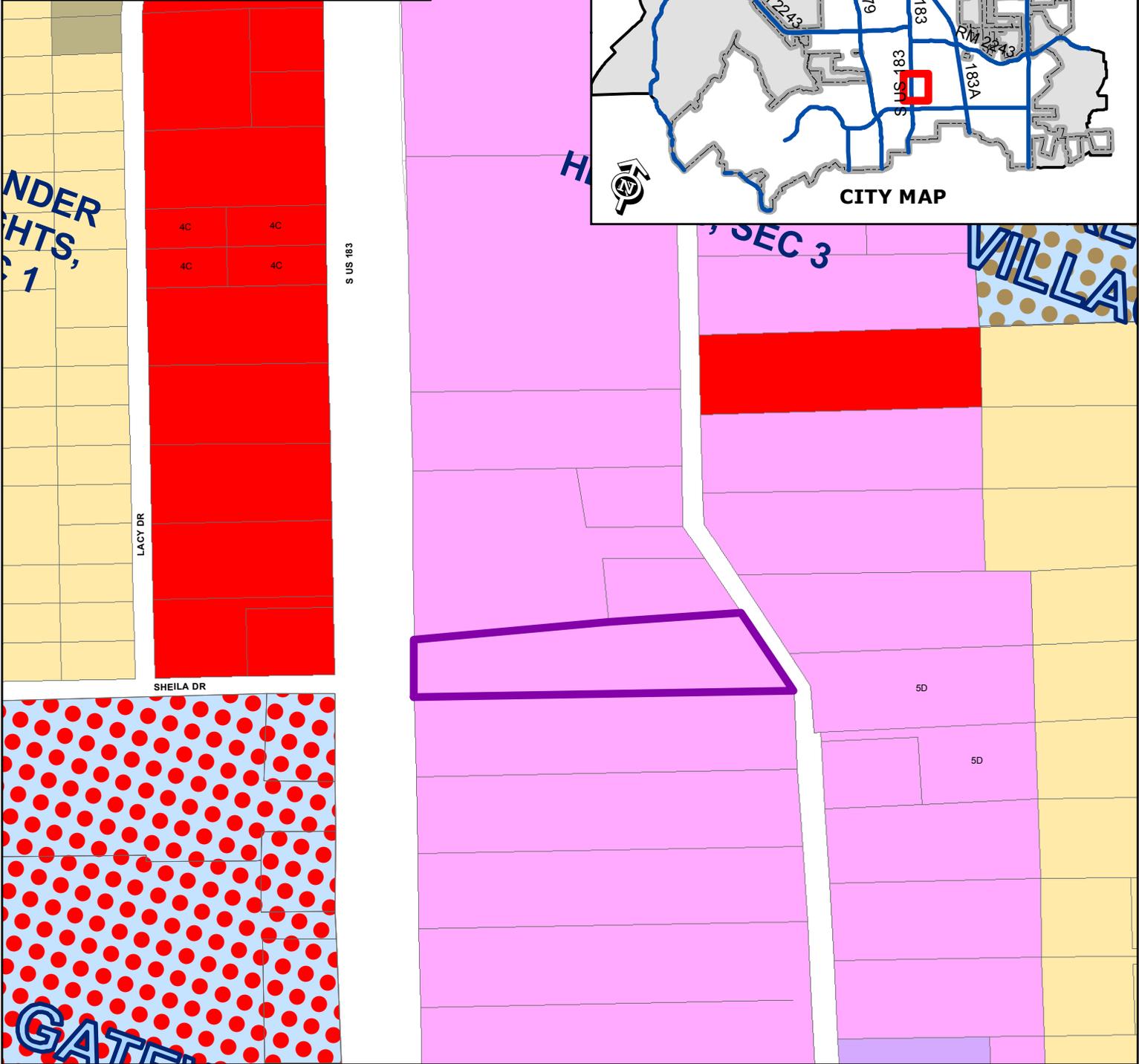
The primary difference between the Type 4 and Type 5 site component is that outdoor storage and accessory buildings are unlimited. The Composite Zoning Ordinance includes screening requirements for outdoor storage. Outdoor storage areas are required to be screened from view of the street by 60%. This screening includes fencing and landscaping.

This property is located within an Industrial Area as designated by the Future Land Use Plan. This use category is designated in close proximity to major transportation facilities such as highways and are intended for industrial and employment land uses. Industrial areas are important for economic development and should be placed in areas that are compatible with the adjacent properties.

STAFF RECOMMENDATION:

Staff recommends approval of the requested HC-5-D (Heavy Commercial) district. This proposal is compliant with the Future Land Use Plan. The property is located within an established industrial area and the Type 5 site component is appropriate. The Type 5 site component is intended to be combined with the HC use component and used for development with intense outdoor site requirements. The requested zoning change meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

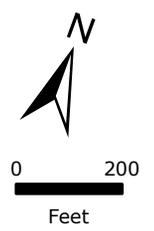
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



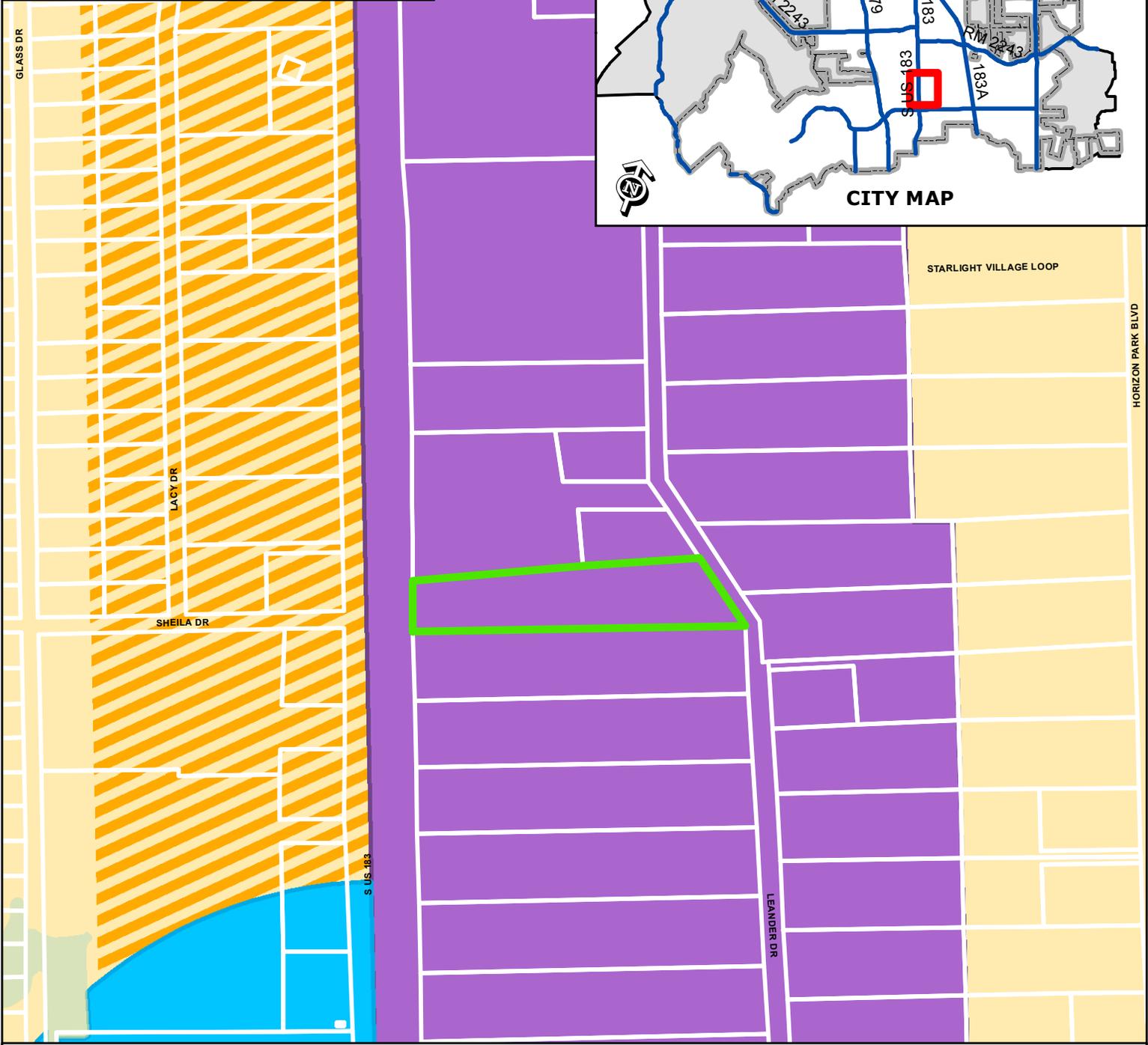
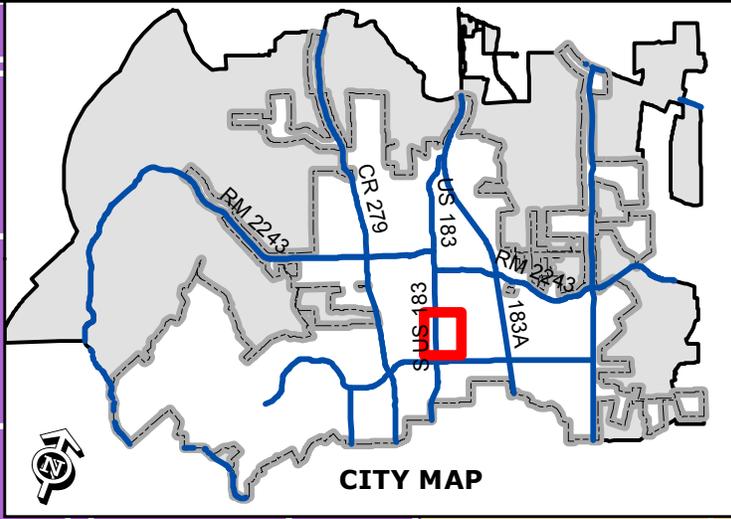
ZONING CASE 16-Z-001 Attachment #2

Current Zoning Map - 1109 Leander Dr

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



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



ZONING CASE 16-Z-001 Attachment #3 Future Land Use Map - 1109 Leander Dr

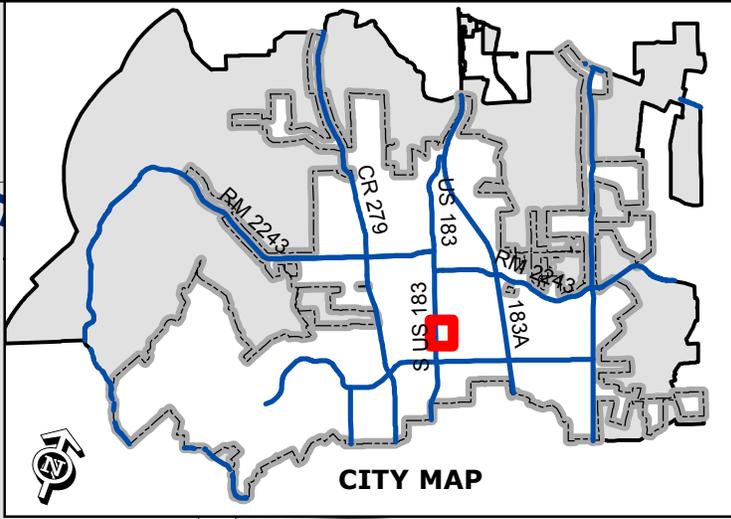
 Subject Property	 Commercial Corridor	 Transit Supportive Mixed Use
 City Limits	 Neighborhood Center	 Station Area Mixed Use
 Open Space	 Community Center	 Old Town Mixed Use
 Mixed Use Corridor	 Activity Center	 Employment Mixed Use
	 Industrial District	
	 Neighborhood Residential	





0 200
Feet

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



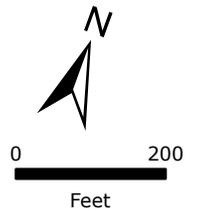
ZONING CASE 16-Z-001

Attachment # 4

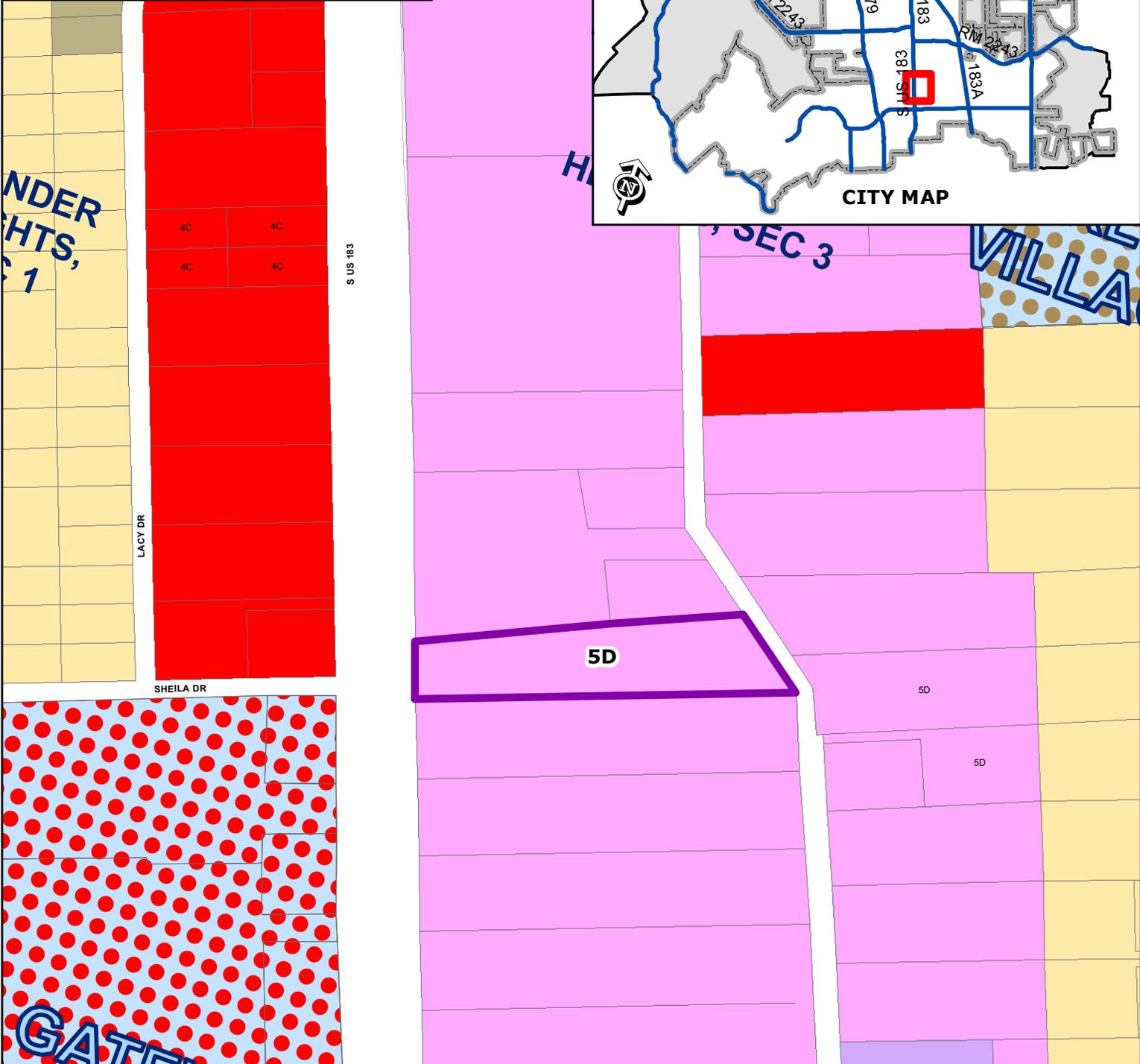
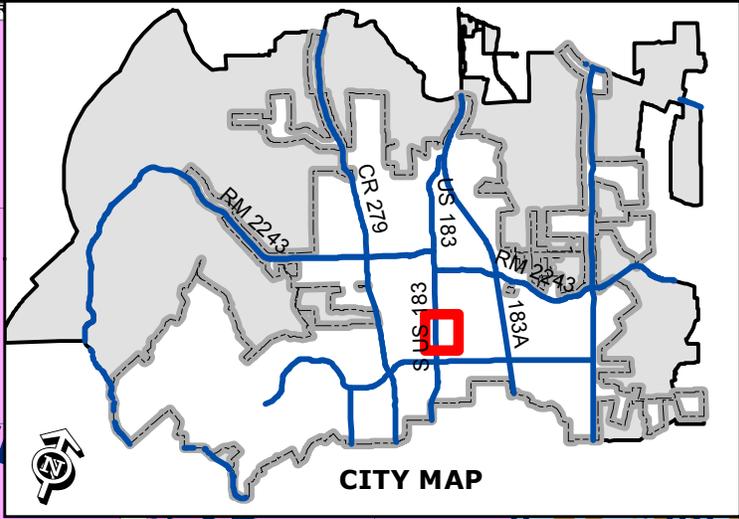
Notification Map
Leander Dr

-  Public Notification Boundary
-  Subject Property

-  City Limits
-  WCAD Parcels



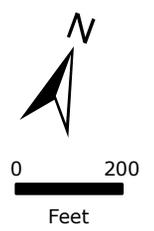
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



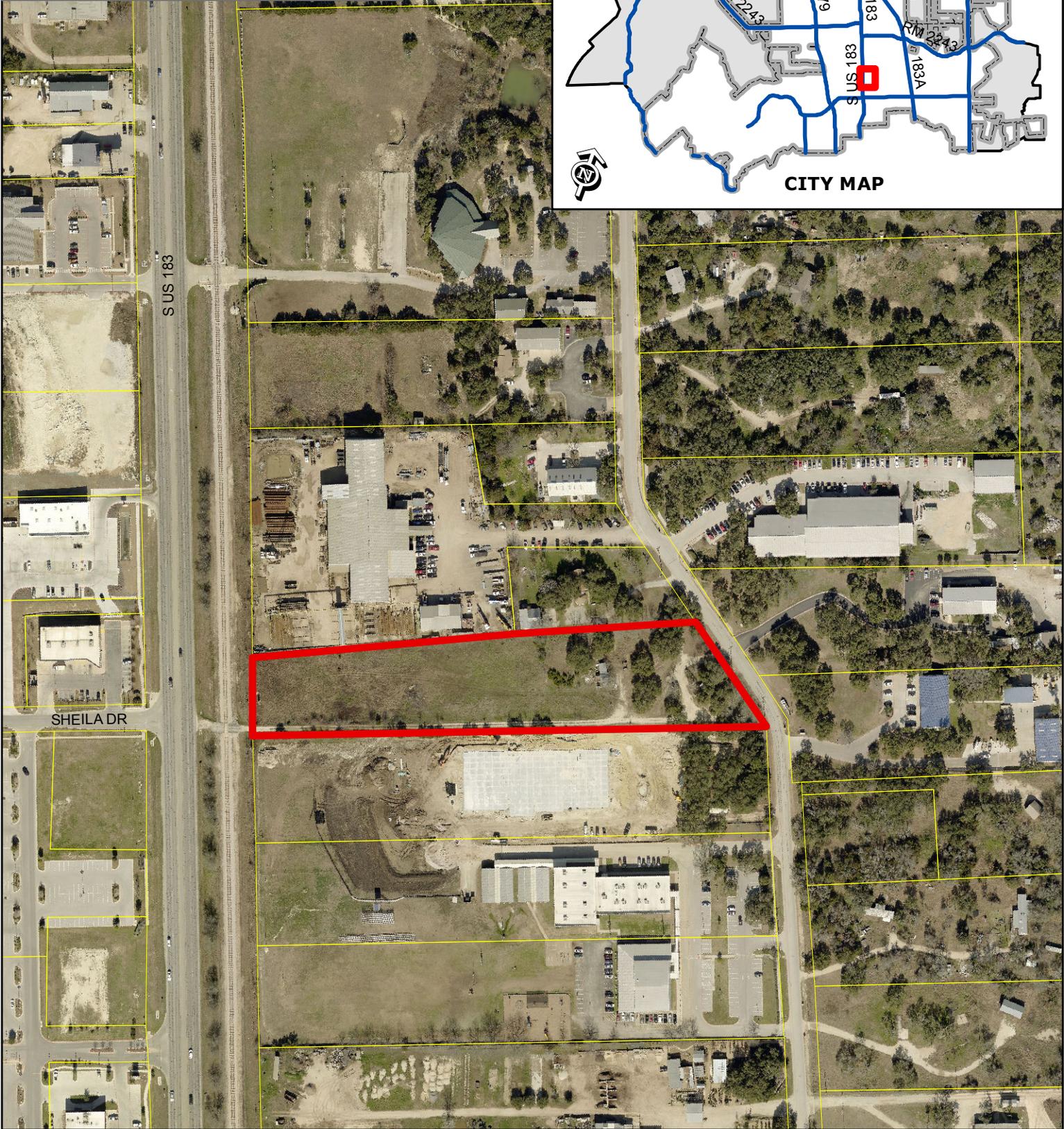
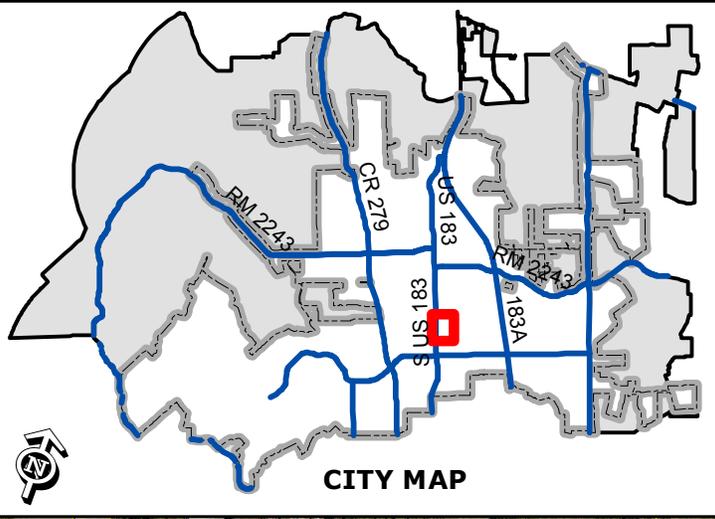
ZONING CASE 16-Z-001 Attachment #5

Proposed Zoning Map - 1109 Leander Dr

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



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



ZONING CASE 16-Z-001 Attachment #6

Aerial Exhibit - Approximate Boundaries
1109 Leander Dr



-  Subject Property
-  City Limits



DENNIS STEEL, INC.

1105 Leander Drive
Leander, TX 78641
512.259.4001
Fax: 512.259.1070
Sales Fax: 512.259.5397
<http://www.dennissteel.com>

ATTACHMENT 7

LETTER OF INTENT

Change of Zoning for 1109 Leander Drive

December 21, 2015

It is the intent of this application process to implement a change of zoning for 1109 Leander Drive from HC-4-D to HC-5-D.

1109 Leander Drive is adjacent to 1105 Leander Drive. 1105 is the site of the Dennis Steel, Inc. structural steel fabrication plant. Currently, receiving and fabrication of raw steel, and the loading for delivery of finished steel take place at 1105. 1109 was purchased to allow us to relocate the receiving area and the gantry crane; and expand the fabrication shop by 4900 square feet. We have a design team under contract at this time. Our goal is to submit a Site Plan Development Permit application on March 1, 2016 for the improvements to 1109 and 1105.

The work at 1109 will provide for a new compacted base receiving area; a concrete support structure for roller tables; the relocation of the gantry crane, with the associated nine concrete piers; a paved driveway with entrance from Leander Drive; new and reconfigured fencing; and, the associated landscape and storm water components that are required by code. No occupied buildings or permanent structures will be designed or proposed for 1109.

The Site Uses and Features for HC-4-D provides for outdoor storage and container storage based on a percentage of gross floor area of the primary building on a property. With no buildings proposed for 1109, the outdoor storage area cannot be calculated.

To optimize the use of 1109 we want to be able to store mobile cranes, some storage containers, and miscellaneous steel erection equipment in the area east of and adjacent to the proposed receiving area/gantry crane footprint. This location will have a visual barrier from Leander Drive provided by the existing, large Heritage Oaks that are located on the east end of the property. The visual barrier for Highway 183 on the west side will be included in the Site Plan Development drawings now underway.

While Type 5 site component "is discouraged along major thoroughfares and is intended to be utilized within industrial park developments" the change requested for this site is appropriate given the existing conditions of the Dennis Steel fabrication shop adjacent to 1109. The requested storage area will be from 400 to 500 feet from the west property line, with the railroad tracks between the property line and Highway 183.

STRUCTURAL STEEL • DETAILING • FABRICATION • ERECTION • STRUCTURAL ENGINEERING

"BUILDING TEXAS FOR OVER 30 YEARS!"



ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE LOT FROM HC-4-D (HEAVY COMMERCIAL) TO HC-5-D (HEAVY COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following lot, which is herein referred to as the "Property." That certain land being 3.526 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", located at 1109 Leander Drive; legally described as Lot 14A, Blk A, Leander Heights Section 3 Subdivision Replat, Williamson County, Texas; identified by Williamson County tax identification number R351048.

Section 4. Property Rezoned. The Zoning Ordinance Is Hereby Amended By Changing The Zoning District For The Property From HC-4-D (Heavy Commercial) to HC-5-D (Heavy Commercial); as shown In Exhibit "A".

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

Section 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof

ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

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

PASSED AND APPROVED on First Reading this the 18th of February, 2016
FINALLY PASSED AND APPROVED on this the 3rd day of March, 2016

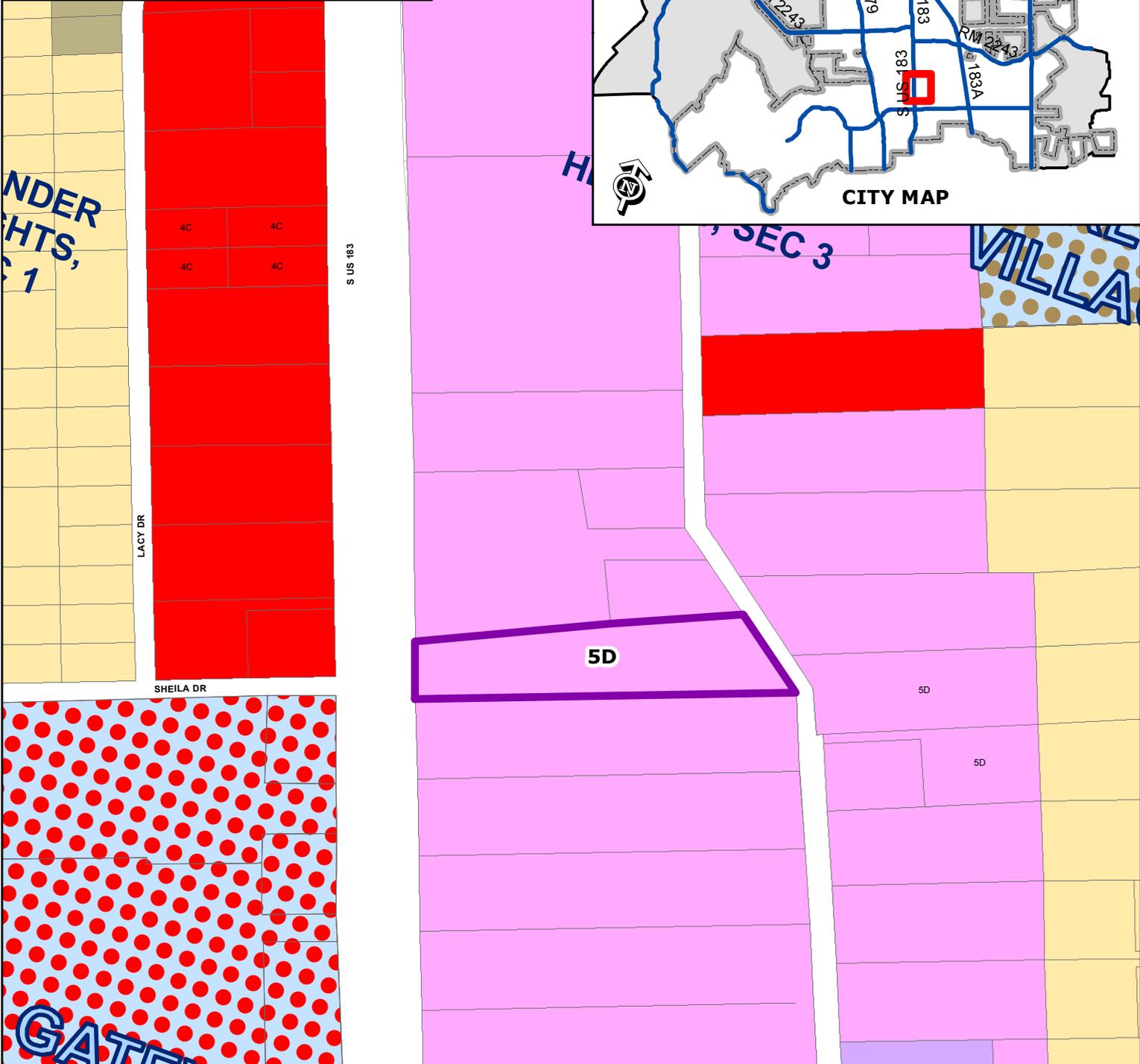
THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

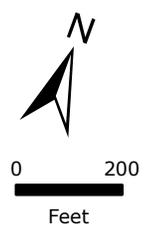
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



ZONING CASE 16-Z-001 Exhibit A

Zoning Map - 1109 Leander Dr

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





Executive Summary

March 3, 2016

Subject: Approval of a Special Permit for the Williamson County Amateur Radio Club to Use Devine Lake Park for Field Day June 24-26, 2016.

Background: The Williamson County Amateur Radio Club (WCARC) is requesting a special permit to hold their annual Field Day event in Devine Lake Park. This will be the second year Leander will host this event, and a special event permit is needed because they are asking to use the park from Friday morning through Sunday afternoon during times that the park would be closed. The park is closed by Ordinance from 10 pm to 5 am daily and a curfew is in place when the park is closed.

The purpose of the event is to demonstrate the Club's ability to set up ham radio operations in the event that there is a local emergency so they can communicate with other ham radio stations throughout the Country. In the event of an emergency, ham radio can quickly become one of the only sources of communication to the outside world. They can get radio stations on the air without a power grid, or the internet. Field Day is also an opportunity to demonstrate the Club's capabilities to local public officials and the community.

Chiefs Gardner and Minton are supportive of this event.

Financial Consideration: None.

Recommendation: Staff respectfully requests Council approval of a Special Permit for the Williamson County Amateur Radio Club to hold Field Day beginning Friday morning June 24th through Sunday afternoon June 26, 2016 in Devine Lake Park.

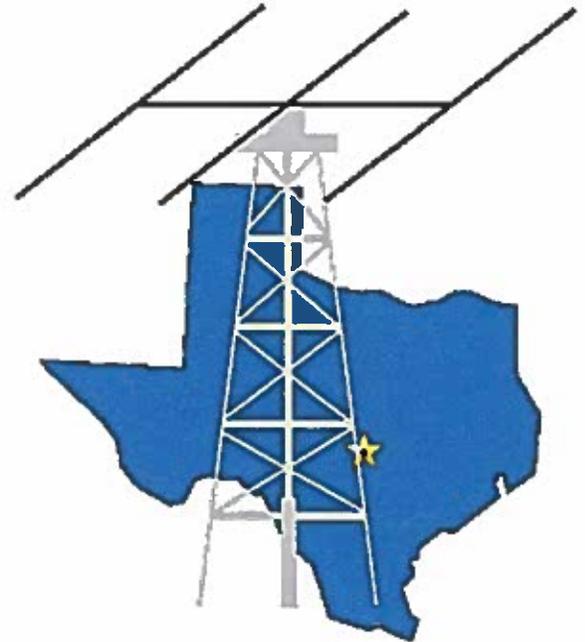
Attachments: WCARC letter of request

Prepared by: Stephen Bosak, Parks & Recreation Director

Williamson County Amateur Radio Club

February 4, 2016

Mr. Steve Bosak
City of Leander
Director, Parks and Recreation
406 Municipal Drive
Leander, TX 78641



Dear Mr. Bosak:

The Williamson Co. Amateur Radio Club has a membership of approximately 175 FCC licensed ham radio operators. Each year we participate in an event which demonstrates our ability to set up our ham radio stations should there be a local emergency and communicate with other ham radio stations throughout the USA. This annual event is known as **Field Day**.

In the event of an emergency, ham radio can quickly become one of the only sources of communication to the outside world. We can get our radio stations on the air absent the power grid and send email messages absent the use of the internet. Ham radio has an excellent record of service during many previous man-made and/or natural disasters. We also utilize Field Day as an opportunity to demonstrate our capabilities to local public officials and the community at large.

We are requesting a **Special Use Permit** beginning on Friday morning, June 24 through Sunday afternoon, June 26, 2016 to utilize **Devine Lake Park** for our Field Day activities. We will need permission to drive vehicles on the grass to set up our communication antennas and park the CATRAC trailers for the weekend. We also request the use of the picnic shelter to provide food service for our operators. The actual Field Day event runs for 24 hours continuously from 1:00 PM on Saturday through 1:00 PM on Sunday.

Your primary contact for this activity will be Gene Howard, the WCARC Field Day Chairman. He can be contacted at (512) 913-3815.

Thank you so much for your help with this request.

Sincerely yours,

Michael C. Childers, President

Gene Howard, Field Day Chairman

512-986-4583
PHONE

PO BOX 1644 - GEORGETOWN, TX 78627
ADDRESS

WWW.WCARC.COM
URL



Executive Summary

March 3, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Bryson Phase 1 – Section 1B**

Background: The subdivision infrastructure improvements required for Bryson Phase 1 – Section 1B have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on March 3, 2016 which will provide warranty and maintenance coverage for the infrastructure improvements through March 3, 2018. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

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

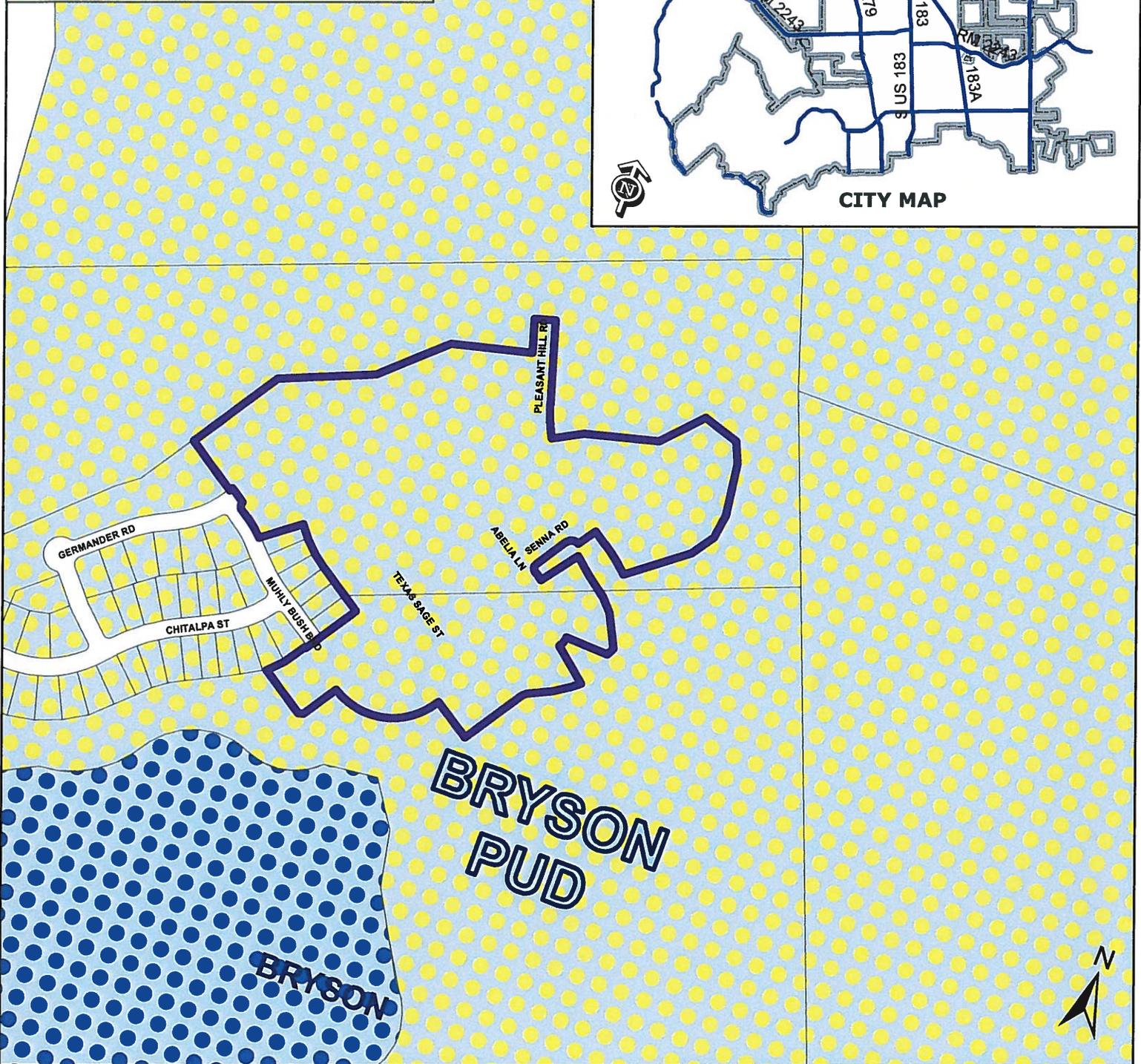
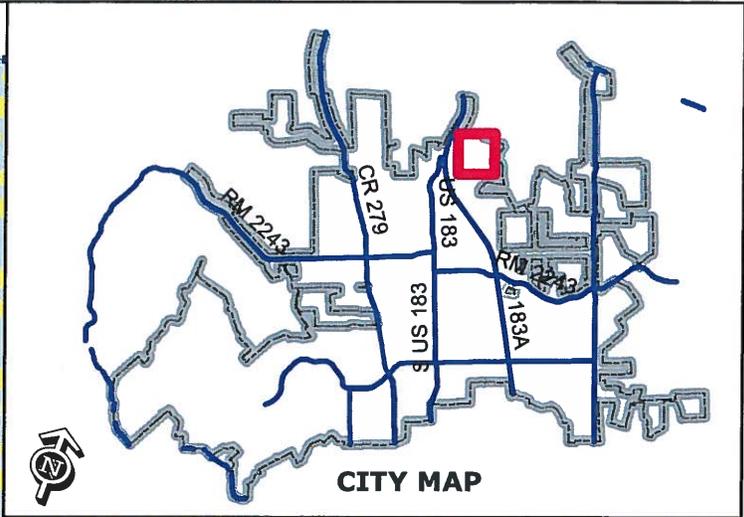
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Bryson Phase 1 – Section 1B.

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

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

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.



SUBDIVISION ACCEPTANCE

Location Map - Bryson: 1/1B

-  Area for Acceptance
-  City Limits
-  PUD Commercial
-  PUD Mixed Use
-  PUD Multi-Family
-  PUD Single-Family
-  PUD Townhome

- | | | |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
|  SFR |  SFT |  GC |
|  SFE |  SFU/MH |  HC |
|  SFS |  TF |  HI |
|  SFU |  MF |  PUD |
|  SFC |  LO | |
|  SFL |  LC | |
- 0  400
Feet

DATE: December 10, 2015

ENGINEER'S CONCURRENCE
FOR

BRYSON PHASE 1 – SECTION 1B

Project: WATER, WASTEWATER, DRAINAGE AND PAVING IMPROVEMENTS Leander, Williamson County, Texas

Bury Project No.: 100956-10015B

Owner's Name and Address

Consultant Engineer's
Name and Address

Mr. Tommy Tucker
Crescent Leander, TX, LLC
400 E. Las Colinas Boulevard, Suite 1075
Irving, Texas 75039
(459) 513-5601

Keith E. Young, P.E.
Bury, Inc.
221 West Sixth Street, Suite 600
Austin, Texas 78701
(512) 328-0011

On this day, I, the undersigned professional engineer, or my representative, made a visual observation of the above referenced project. No discrepancies in the approved construction plans or deficiencies in construction were visible or brought to my attention except those listed below. I, therefore, recommend acceptance of this project by the City of Leander, once the following listed items are corrected.



Keith E. Young
Signature

2/22/2016
Date

49222
Texas Registration Number

December 23, 2015

Crescent Leander TX LLC
Tommy Tucker
400 E. Las Colinas Blvd. #1075
Irving, TX 75039

EABPRJ: B5814086

PROJECT:

Bryson Phase 1 Section 1B
Sidewalk path along project Right-of-Way
183A Toll Rd.
Leander, TX 78641

INSPECTION COMPLETED – NO VIOLATIONS

Dear Mr. Tucker:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirement. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Elaine Andersen at (512) 410-7059.

Please reference the EABPRJ project number in all future correspondence pertaining to this project.

Sincerely,



Elaine Andersen, RAS No. 1284

Cc: Brett Burke w/Bury

*Indicates that additional information is available in the Appendix in the Texas Accessibility Standards

Inspection Report

Article 9102, T.C.S.

Texas Accessibility Standards (TAS)

Inspection Date: December 22, 2015

EABPRJ No: B5814086

RAS: Elaine Andersen (License #1284)

RAS Project No: 15-062

PROJECT INFORMATION

Bryson Phase 1 Section 1B
Sidewalk path along project Right-of-Way
183A Toll Rd.
Leander, TX 78641

Description: Water, wastewater, drainage and paving improvements for single family housing.

Scope: The scope of the project includes the requirements for TAS 201.1 and Elimination of Architectural Barriers Administrative Rules 68.102 Public Right-of-Way Projects.

OWNER INFORMATION

Crescent Leander TX LLC
Tommy Tucker
400 E. Las Colinas Blvd. #1075
Irving, TX 75039

The following report identifies violations with the Texas Accessibility Standards (TAS).

No violations of the TAS were found.

*Indicates that additional information is available in the Appendix in the Texas Accessibility Standards

REPORT COMMENTS

1. The scope of this report is limited to an inspection for compliance with the 2012 Texas Accessibility Standards (TAS). This report excludes a review for compliance with other accessibility requirements such as the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the 2010 Standards for Accessible Design.
2. The scope of the report excludes an inspection for compliance with building code requirements such as the International Building Code (IBC).
3. The report does not cover any elements or spaces which are not subject to the TAS. The report does not cover any elements or spaces that are outside of the scope of work of this project or outside of the property line as indicated by the construction documents.
4. Forward the Inspection Response Form to Altura Solutions within 90 days from the date of this report.
5. Contact Elaine Andersen at (512) 410-7059 or at elaine@alturalp.com with any questions or comments.

-END OF REPORT

*Indicates that additional information is available in the Appendix in the Texas Accessibility Standards

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that C. C. CARLTON INDUSTRIES, LTD. as Principal, whose address is 6207 BEE CAVES ROAD, SUITE 320, AUSTIN, TX 78746 and THE GUARANTEE COMPANY OF NORTH AMERICA USA a Corporation organized under the laws of the State of MICHIGAN, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of THREE HUNDRED TWENTY THOUSAND THREE HUNDRED NINETY FIVE AND 81/100--- Dollars (\$ 320,395.81) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed BRYSON PHASE 1, SECTION 1B, PHASE 1 WATER, WASTEWATER, DRAINAGE AND PAVING IMPROVEMENTS (INCLUDING UTILITY TRENCH BACKFILL) (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

The Surety shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 25TH day of NOVEMBER, 2015.

C. C. CARLTON INDUSTRIES, LTD.
Principal

By: 
Title: VICE PRESIDENT

Address: 6207 BEE CAVES ROAD, SUITE 320
AUSTIN, TEXAS 78746

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Surety

By: 
Title: HOWARD COWAN, ATTORNEY-IN-FACT

Address: P. O. BOX 54020
LUBBOCK, TEXAS 79453

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

HOWARD COWAN
P. O. BOX 54020
LUBBOCK, TEXAS 79453

(Seal)



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Howard Cowan, Marla Hill
Cowan-Hill Bond Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & COO

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 25TH day of NOVEMBER, 2015

Randall Musselman, Secretary

**CERTIFICATION OF
FINAL COSTS AND QUANTITIES**

PROJECT:
BRYSON 1B

APPLICATION NUMBER: One (1)
APPLICATION DATE: 06/25/11
PERIOD TO: 06/30/2011
C. C. CARLTON PROJECT NO: 15-011

A Item No.	B Description of Work FINAL COST & QUANTITIES EXHIBIT	UNIT	QTY	UNIT PRICE	C Scheduled Value	D QUANTITY COMPLETED		E PREVIOUS AMOUNT	F THIS PERIOD AMOUNT	G AMOUNT TO DATE	H Balance To Finish C-G	I Retainage
						PREVIOUS	THIS PERIOD					
PH 1	SECTION A. MUD GRADING & DRAINAGE CLEARING AND GRUBBING ROW, SPOILS AND UTILITY EASEMENTS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	ACRE	15.00	\$ 3,500.00	\$52,500.00		15.00	15.00	\$52,500.00	\$52,500.00		5,250.00
A1	Clearing and Grubbing CO#3 12" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	AC	0.98	\$ 3,500.00	\$3,430.00		0.98	0.98	\$3,430.00	\$3,430.00		343.00
A9	18" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	65.00	\$ 94.07	\$6,114.55		65.00	65.00	\$6,114.55	\$6,114.55		611.46
A10	24" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	770.00	\$ 55.00	\$42,350.00		770.00	770.00	\$42,350.00	\$42,350.00		4,235.00
A11	30" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	931.00	\$ 75.00	\$69,825.00		931.00	931.00	\$69,825.00	\$69,825.00		6,982.50
A12	42" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	411.00	\$ 90.00	\$36,990.00		411.00	411.00	\$36,990.00	\$36,990.00		3,699.00
A13	48" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	246.00	\$ 165.00	\$40,590.00		246.00	246.00	\$40,590.00	\$40,590.00		4,059.00
A14	5' X 4' REINFORCED CONCRETE BOX CULVERT, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	42.00	\$ 190.00	\$7,980.00		42.00	42.00	\$7,980.00	\$7,980.00		798.00
A15	6' X 3' REINFORCED CONCRETE BOX CULVERT COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,107.00	\$ 240.00	\$265,680.00		1,107.00	1,107.00	\$265,680.00	\$265,680.00		26,568.00
A16	7' X 9' REINFORCED CONCRETE BOX CULVERT COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	120.00	\$ 280.00	\$33,600.00		120.00	120.00	\$33,600.00	\$33,600.00		3,360.00
A17	8' X 4' BOTTOMLESS REINFORCED CONCRETE BOX CULVERT (EXCAVATION NOT INCLUDED) COMPLETE IN PLACE AS DETAILED AND REMOVE 42" CONCRETE HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	60.00	\$ 570.00	\$34,200.00		60.00	60.00	\$34,200.00	\$34,200.00		3,420.00
A18	18" CONCRETE HEADWALL W/ ENERGY DISSIPATORS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$ 1,000.00	\$1,000.00		1.00	1.00	\$1,000.00	\$1,000.00		100.00
A20	5' X 4' CONCRETE HEADWALL W/ ENERGY DISSIPATORS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$ 2,900.00	\$2,900.00		1.00	1.00	\$2,900.00	\$2,900.00		290.00
A21	4' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	6.00	\$ 4,000.00	\$24,000.00		6.00	6.00	\$24,000.00	\$24,000.00		2,400.00
A22	5' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2.00	\$ 5,300.00	\$10,600.00		2.00	2.00	\$10,600.00	\$10,600.00		1,060.00
A23	6' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	17.00	\$ 4,100.00	\$69,700.00		17.00	17.00	\$69,700.00	\$69,700.00		6,970.00
A24	10' CURB INLET COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$ 8,000.00	\$8,000.00		1.00	1.00	\$8,000.00	\$8,000.00		800.00
A25	5' X 7' REINFORCED CONCRETE JUNCTION BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$ 8,000.00	\$8,000.00		1.00	1.00	\$8,000.00	\$8,000.00		800.00

**CERTIFICATION OF
FINAL COSTS AND QUANTITIES**
PROJECT: BRYSON 1B

APPLICATION NUMBER: One (1)
APPLICATION DATE: 06/25/11
PERIOD TO: 06/30/2011
C. C. CARLTON PROJECT NO: 15-01f

Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED			PREVIOUS AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	%	Balance To Finish C-G	Retainage
						PREVIOUS	THIS PERIOD	TO DATE						
A27	FINAL COST & QUANTITIES EXHIBIT 8' X 8' REINFORCED CONCRETE JUNCTION BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	4.00	\$ 10,000.00	\$40,000.00		4.00	4.00		\$40,000.00	\$40,000.00	100%		4,000.00
A28	TXDOT TYPE PW-1 CONCRETE HEADWALL FOR 3 BOX CULVERTS WITH WING WALLS, ROCK RIP RAP, ENERGY DISSIPATORS AND CONCRETE	EA	2.00	\$ 30,000.00	\$60,000.00		2.00	2.00		\$60,000.00	\$60,000.00	100%		6,000.00
A29	Delete 8x4 Bottomless Culvert	LF	(60.00)	\$ 400.00	-\$24,000.00		(60.00)	(60.00)		-\$24,000.00	-\$24,000.00	100%		(2,400.00)
A30	Add 8x4 Bottomless Culvert	LF	60.00	\$ 715.00	\$42,900.00		60.00	60.00		\$42,900.00	\$42,900.00	100%		4,290.00
A31	SAFETY TRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	3,572.00	\$ 1.00	\$3,572.00		3,572.00	3,572.00		\$3,572.00	\$3,572.00	100%		357.20
PH 1	SECTION A. LEANDER GRADING & DRAINAGE													
A1	MOBILIZATION	LS	1.00	\$ 50,000.00	\$50,000.00		1.00	1.00		\$50,000.00	\$50,000.00	100%		5,000.00
A2	CLEARING AND GRUBBING ROW COMPLETE IN PLACE AS DETAILED AND SPECIFIED	ACRE	4.50	\$ 3,500.00	\$15,750.00		4.50	4.50		\$15,750.00	\$15,750.00	100%		1,575.00
A3	DETENTION POND GRADING EARTHWORK (CUT), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	CY	50,977.00	\$ 5.65	\$288,020.05		50,977.00	50,977.00		\$288,020.05	\$288,020.05	100%		28,802.01
A4	DETENTION POND GRADING EARTHWORK(FILL), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	CY	50,997.00	\$ 0.75	\$38,247.75		50,997.00	50,997.00		\$38,247.75	\$38,247.75	100%		3,824.78
A5	DETENTION POND/WATER QUALITY CONSTRUCTION AND APPURTENANCES WITHIN THE LIMITS OF THE POND INCLUDING CLAY	LS	1.00	\$ 161,000.00	\$161,000.00		1.00	1.00		\$161,000.00	\$161,000.00	100%		16,100.00
	Drainage Subtotal				\$1,435,149.35									
PH 1	SECTION B. MUD WATER													
B1	2" SCHEDULE 80 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	58.00	\$ 30.00	\$1,740.00		58.00	58.00		\$1,740.00	\$1,740.00	100%		174.00
B2	4" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	7.00	\$ 30.00	\$210.00		7.00	7.00		\$210.00	\$210.00	100%		21.00
B3	8" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	2,965.00	\$ 40.00	\$118,600.00		2,965.00	2,965.00		\$118,600.00	\$118,600.00	100%		11,860.00
B4	12" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	695.00	\$ 75.00	\$52,125.00		695.00	695.00		\$52,125.00	\$52,125.00	100%		5,212.50
B5	24" STEEL ENCASUREMENT COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	140.00	\$ 100.00	\$14,000.00		140.00	140.00		\$14,000.00	\$14,000.00	100%		1,400.00
B6	BLOW OFF VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2.00	\$ 2,000.00	\$4,000.00		2.00	2.00		\$4,000.00	\$4,000.00	100%		400.00
B6	8" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	7.00	\$ 1,700.00	\$11,900.00		7.00	7.00		\$11,900.00	\$11,900.00	100%		1,190.00
B7	12" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$ 2,800.00	\$2,800.00		1.00	1.00		\$2,800.00	\$2,800.00	100%		280.00
B8	AIR RELEASE VALVE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$ 2,800.00	\$2,800.00		1.00	1.00		\$2,800.00	\$2,800.00	100%		280.00
B9	FIRE HYDRANT ASSEMBLY (6" VALVE, 6" DUCTILE IRON LEED, AND TEE) COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	8.00	\$ 4,500.00	\$36,000.00		8.00	8.00		\$36,000.00	\$36,000.00	100%		3,600.00

**CERTIFICATION OF
FINAL COSTS AND QUANTITIES**
PROJECT: BRYSON 1B

3

APPLICATION NUMBER: One (1)
APPLICATION DATE: 06/25/11
PERIOD TO: 06/30/2011
C. C. CARLTON PROJECT NO: 15-01

Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED			PREVIOUS AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	% (G/C)	Balance To Finish C-G	Retainage
						PREVIOUS	THIS PERIOD	TO DATE						
B10	FINAL COST & QUANTITIES EXHIBIT DOUBLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	26.00	\$ 2,000.00	\$52,000.00		26.00	26.00		\$52,000.00	\$52,000.00	100%		5,200.00
B11	SINGLE WATER SERVICE (SHORT CONNECTION) COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	9.00	\$ 1,800.00	\$16,200.00		9.00	9.00		\$16,200.00	\$16,200.00	100%		1,620.00
B12	SAFETY TRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	3,800.00	\$ 0.10	\$380.00		3,800.00	3,800.00		\$380.00	\$380.00	100%		38.00

**CERTIFICATION OF
 FINAL COSTS AND QUANTITIES**
 PROJECT: BRYSON 1B

Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED			PREVIOUS AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	%	Balance To Finish C-G	Retainage
						PREVIOUS	THIS PERIOD	TO DATE						
	Water Subtotal				\$312,755.00									
PH 1	SECTION C. MUD WASTEWATER													
C1	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER 0' - 8' DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	447.00	\$ 38.00	\$16,986.00		447.00	447.00	\$16,986.00	\$16,986.00	100%		1,698.60	
C2	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER 8' - 10' DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	935.00	\$ 40.00	\$37,400.00		935.00	935.00	\$37,400.00	\$37,400.00	100%		3,740.00	
C3	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER 10' - 12' DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	451.00	\$ 45.00	\$20,295.00		451.00	451.00	\$20,295.00	\$20,295.00	100%		2,029.50	
C4	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER 12' - 14' DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	102.00	\$ 52.00	\$5,304.00		102.00	102.00	\$5,304.00	\$5,304.00	100%		530.40	
C5	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER 14' DEEP & GREATER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	143.00	\$ 60.00	\$8,580.00		143.00	143.00	\$8,580.00	\$8,580.00	100%		858.00	
C6	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, 0'-8' DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	18.00	\$ 3,000.00	\$54,000.00		18.00	18.00	\$54,000.00	\$54,000.00	100%		5,400.00	
C7	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE WITH DROP CONNECTION, 0'-8' DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$ 5,900.00	\$5,900.00		1.00	1.00	\$5,900.00	\$5,900.00	100%		590.00	
C8	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, EXTRA DEPTH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	VF	59.00	\$ 500.00	\$29,500.00		59.00	59.00	\$29,500.00	\$29,500.00	100%		2,950.00	
C9	WASTEWATER MANHOLE STANDARD RING AND COVER, INCLUDING ADJUSTMENT TO FINISHED GRADE COMPLETE IN PLACE AS DETAILED	EA	18.00	\$ 800.00	\$14,400.00		18.00	18.00	\$14,400.00	\$14,400.00	100%		1,440.00	
C10	WASTEWATER MANHOLE BOLTED RING AND COVER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$ 1,000.00	\$1,000.00		1.00	1.00	\$1,000.00	\$1,000.00	100%		100.00	
C11	COATING FOR WASTEWATER MANHOLES COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	19.00	\$ 800.00	\$15,200.00		19.00	19.00	\$15,200.00	\$15,200.00	100%		1,520.00	
C12	DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	26.00	\$ 1,900.00	\$49,400.00		26.00	26.00	\$49,400.00	\$49,400.00	100%		4,940.00	
C13	SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	7.00	\$ 1,750.00	\$12,250.00		7.00	7.00	\$12,250.00	\$12,250.00	100%		1,225.00	
C14	6" Perforated Pipe, Filter Sock, Gravel Bed, Geotextile Fabric on Gravel Bed	LF	83.00	\$ 95.00	\$7,885.00		83.00	83.00	\$7,885.00	\$7,885.00	100%		788.50	
C15	Geotextile Fabric on Gravel Bed	LF	537.00	\$ 6.00	\$3,222.00		537.00	537.00	\$3,222.00	\$3,222.00	100%		322.20	
C16	Ditch Excavation and Backfill to Install Fabric	LF	80.00	\$ 21.00	\$1,680.00		80.00	80.00	\$1,680.00	\$1,680.00	100%		168.00	
C17	TRENCH SAFETY 0'-10' DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,382.00	\$ 1.00	\$1,382.00		1,382.00	1,382.00	\$1,382.00	\$1,382.00	100%		138.20	
C18	TRENCH SAFETY 10'-20' DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	696.00	\$ 1.50	\$1,044.00		696.00	696.00	\$1,044.00	\$1,044.00	100%		104.40	
PH 1	SECTION B. LEANDER WASTEWATER													
B1	10" C900 PVC WASTEWATER FORCE MAIN ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	470.00	\$ 65.00	\$30,550.00		470.00	470.00	\$30,550.00	\$30,550.00	100%		3,055.00	
B2	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER 12' AND GREATER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	129.00	\$ 70.00	\$9,030.00		129.00	129.00	\$9,030.00	\$9,030.00	100%		903.00	

**CERTIFICATION OF
FINAL COSTS AND QUANTITIES**
PROJECT:
BRYSON 1B

APPLICATION NUMBER: One (1)
APPLICATION DATE: 06/25/11
PERIOD TO: 06/30/2011
C. C. CARLTON PROJECT NO: 15-011

Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED			PREVIOUS AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	% (G/C)	Balance To Finish C-G	Retainage
						PREVIOUS	THIS PERIOD	TO DATE						
B3	FINAL COST & QUANTITIES EXHIBIT 12" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER 0' - 10' DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	309.00	\$ 50.00	\$15,450.00		309.00	309.00		\$15,450.00	\$15,450.00	100%		1,545.00
B4	12" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER 10' - 12' DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	225.00	\$ 55.00	\$12,375.00		225.00	225.00		\$12,375.00	\$12,375.00	100%		1,237.50
B5	12" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER 12' AND GREATER DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	395.00	\$ 60.00	\$23,700.00		395.00	395.00		\$23,700.00	\$23,700.00	100%		2,370.00

**CERTIFICATION OF
FINAL COSTS AND QUANTITIES**
PROJECT: BRYSON 1B

APPLICATION NUMBER: One (1)
APPLICATION DATE: 06/25/16
PERIOD TO: 06/30/2016
C. C. CARLTON PROJECT NO: 15-018

Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED			PREVIOUS AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	% (G/C)	Balance To Finish C-G	Retainage
						PREVIOUS	THIS PERIOD	TO DATE						
B6	FINAL COST & QUANTITIES EXHIBIT 4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, 0'-8" DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	8.00	\$ 3,000.00	\$24,000.00		8.00	8.00	\$24,000.00	\$24,000.00	100%		2,400.00	
B7	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, EXTRA DEPTH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	VF	42.00	\$ 500.00	\$21,000.00		42.00	42.00	\$21,000.00	\$21,000.00	100%		2,100.00	
B8	5' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, 0'-8" DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$ 4,900.00	\$4,900.00		1.00	1.00	\$4,900.00	\$4,900.00	100%		490.00	
B9	5' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, EXTRA DEPTH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	VF	2.30	\$ 800.00	\$1,840.00		2.30	2.30	\$1,840.00	\$1,840.00	100%		184.00	
B10	ADJUSTMENT TO FINISHED GRADE COMPLETE IN PLACE AS DETAILED WASTEWATER MANHOLE BOLTED RING AND COVER, INCLUDING PLACE AS DETAILED AND SPECIFIED	EA	7.00	\$ 800.00	\$5,600.00		7.00	7.00	\$5,600.00	\$5,600.00	100%		560.00	
B11	COATING FOR WASTEWATER MANHOLES COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2.00	\$ 1,000.00	\$2,000.00		2.00	2.00	\$2,000.00	\$2,000.00	100%		200.00	
B12	TRENCH SAFETY 0'-10" DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	9.00	\$ 800.00	\$7,200.00		9.00	9.00	\$7,200.00	\$7,200.00	100%		720.00	
B13	TRENCH SAFETY 10'-20" DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	779.00	\$ 1.00	\$779.00		779.00	779.00	\$779.00	\$779.00	100%		77.90	
B14	TRENCH SAFETY 10'-20" DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	750.00	\$ 1.00	\$750.00		750.00	750.00	\$750.00	\$750.00	100%		75.00	
	Water Subtotal				\$444,602.00									
PH 1	SECTION D. MUD STREETS													
D1	24" CONCRETE CATCH CURB & GUTTER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,270.00	\$ 15.00	\$19,050.00		1,270.00	1,270.00	\$19,050.00	\$19,050.00	100%		1,905.00	
D2	2" H/MAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED DRAINAGE AND ROADWAY GRADING EARTHWORK TO SUBGRADE(CUT), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	2,440.00	\$ 11.00	\$26,840.00		2,440.00	2,440.00	\$26,840.00	\$26,840.00	100%		2,684.00	
A2	DRAINAGE AND ROADWAY GRADING EARTHWORK TO SUBGRADE(FILL), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	CY	5,350.00	\$ 5.65	\$30,227.50		5,350.00	5,350.00	\$30,227.50	\$30,227.50	100%		3,022.75	
A3	SUBGRADE(FILL), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	CY	9,475.00	\$ 3.75	\$35,531.25		9,475.00	9,475.00	\$35,531.25	\$35,531.25	100%		3,553.13	
	COR#3 Excavation	CY	4,752.00	\$ 5.65	\$26,848.80		4,752.00	4,752.00	\$26,848.80	\$26,848.80	100%		2,684.88	
	COR#3 Embankment	CY	6,780.00	\$ 3.75	\$25,425.00		6,780.00	6,780.00	\$25,425.00	\$25,425.00	100%		2,542.50	
	COR#3 Landscape Berm/Fill	CY	1,360.00	\$ 8.20	\$11,152.00		1,360.00	1,360.00	\$11,152.00	\$11,152.00	100%		1,115.20	
D3	11" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	3,150.00	\$ 11.00	\$34,650.00		3,150.00	3,150.00	\$34,650.00	\$34,650.00	100%		3,465.00	
D4	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	3,150.00	\$ 2.00	\$6,300.00		3,150.00	3,150.00	\$6,300.00	\$6,300.00	100%		630.00	
D5	STOP SIGN WITH STREET NAME SIGN AND POST COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$ 450.00	\$450.00		1.00	1.00	\$450.00	\$450.00	100%		45.00	
D6	5' WIDE CONCRETE SIDEWALK COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,250.00	\$ 25.00	\$31,250.00		1,250.00	1,250.00	\$31,250.00	\$31,250.00	100%		3,125.00	
D7	5' PEDESTRIAN RAMPS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2.00	\$ 1,100.00	\$2,200.00		2.00	2.00	\$2,200.00	\$2,200.00	100%		220.00	

**CERTIFICATION OF
FINAL COSTS AND QUANTITIES**

APPLICATION NUMBER: One (1)
 APPLICATION DATE: 06/25/15
 PERIOD TO: 06/30/2015
 C. C. CARLTON PROJECT NO: 15-018

7

Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED			PREVIOUS AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	%	Balance To Finish C-G	Retainage
						PREVIOUS	THIS PERIOD	TO DATE						
D8	FINAL COST & QUANTITIES EXHIBIT GUARDRAIL AND HANDRAIL, INCLUDING CONCRETE FOOTER.	LF	60.00	\$ 100.00	\$6,000.00		60.00	60.00		\$6,000.00	\$6,000.00	100%		600.00

**CERTIFICATION OF
FINAL COSTS AND QUANTITIES**
PROJECT: BRYSON 1B

APPLICATION NUMBER: One (1)
APPLICATION DATE: 06/25/14
PERIOD TO: 06/30/2014
C. C. CARLTON PROJECT NO: 15-01E

Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED			PREVIOUS AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	%	Balance To Finish C-G	Retainage
						PREVIOUS	THIS PERIOD	TO DATE						
D9	FINAL COST & QUANTITIES EXHIBIT EROSION CONTROL MATTING COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	4,840.00	\$ 1.20	\$5,808.00		4,840.00	4,840.00		\$5,808.00	\$5,808.00	100%		580.80
D10	STABILIZED CONSTRUCTION ENTRANCE AS DETAILED AND SPECIFIED CURB INLET PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$ 2,500.00	\$2,500.00		1.00	1.00		\$2,500.00	\$2,500.00	100%		250.00
D11	SILT FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	17.00	\$ 60.00	\$1,020.00		17.00	17.00		\$1,020.00	\$1,020.00	100%		102.00
D12	ROCK BERM IN PLACE AS DETAILED AND SPECIFIED	LF	7,200.00	\$ 3.00	\$21,600.00		7,200.00	7,200.00		\$21,600.00	\$21,600.00	100%		2,160.00
D13	DIVERSION DIKE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	220.00	\$ 30.00	\$6,600.00		220.00	220.00		\$6,600.00	\$6,600.00	100%		660.00
D14	REVEGETATION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	ACRE	15.00	\$ 3,750.00	\$56,250.00		15.00	15.00		\$56,250.00	\$56,250.00	100%		472.00
D15	Silt Fence Around Stockpile	LF	680.00	\$ 3.00	\$2,040.00		680.00	680.00		\$2,040.00	\$2,040.00	100%		204.00
PH 1	DEVELOPER STREETS													
A1	24" CONCRETE CURB AND GUTTER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,085.00	\$ 15.00	\$91,275.00		6,085.00	6,085.00		\$91,275.00	\$91,275.00	100%		9,127.50
A2	1.5" HMAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	9,125.00	\$ 8.50	\$77,562.50		9,125.00	9,125.00		\$77,562.50	\$77,562.50	100%		7,756.25
A3	8" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	12,460.00	\$ 8.00	\$99,680.00		12,460.00	12,460.00		\$99,680.00	\$99,680.00	100%		9,968.00
A4	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	12,460.00	\$ 2.00	\$24,920.00		12,460.00	12,460.00		\$24,920.00	\$24,920.00	100%		2,492.00
A5	STOP SIGN WITH STREET NAME SIGN AND POST COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3.00	\$ 500.00	\$1,500.00		3.00	3.00		\$1,500.00	\$1,500.00	100%		150.00
A6	STREET NAME SIGN AND POST COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3.00	\$ 400.00	\$1,200.00		3.00	3.00		\$1,200.00	\$1,200.00	100%		120.00
A7	5' WIDE CONCRETE SIDEWALK COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	850.00	\$ 25.00	\$21,250.00		850.00	850.00		\$21,250.00	\$21,250.00	100%		2,125.00
A8	5' PEDESTRIAN RAMPS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	16.00	\$ 1,100.00	\$17,600.00		16.00	16.00		\$17,600.00	\$17,600.00	100%		1,760.00
A10	ROADWAY STRIPING COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	1.00	\$ 1,000.00	\$1,000.00		1.00	1.00		\$1,000.00	\$1,000.00	100%		100.00
A11	STREET LIGHTS AS DETAILED AND SPECIFIED	LS	21.00	\$ 2,800.00	\$58,800.00		21.00	21.00		\$58,800.00	\$58,800.00	100%		5,880.00
A13	CHANGE ORDER # 1- EROSION CONTROLS, CLEARING, STRIPPING, & MOBIL: MANUF. & DELIVERY OF WW MH BASES IN 1B-2	LS	1.00	\$ 97,266.70	\$97,266.70		1.00	1.00		\$97,266.70	\$97,266.70	100%		9,726.67
A12	STREET END BARRICADE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	2.00	\$ 1,100.00	\$2,200.00		2.00	2.00		\$2,200.00	\$2,200.00	100%		220.00
	CO#4 Subgrade Prep	SY	8,710.00	\$ 2.00	\$17,420.00		8,710.00	8,710.00		\$17,420.00	\$17,420.00	100%		1,742.00
	CO#6" Crushed Limestone Base (28' Width)	TONS	2,854.00	\$ 17.75	\$50,658.50		2,854.00	2,854.00		\$50,658.50	\$50,658.50	100%		5,065.85

**CERTIFICATION OF
FINAL COSTS AND QUANTITIES**

PROJECT:
BRYSON 1B

APPLICATION NUMBER: One (1)
APPLICATION DATE: 06/25/11
PERIOD TO: 06/30/2011
C. C. CARLTON PROJECT NO: 15-011

Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED			PREVIOUS AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	% (S/C)	Balance To Finish C-G	Retainage
						PREVIOUS	THIS PERIOD	TO DATE						
	FINAL COST & QUANTITIES EXHIBIT													
	11" Crushed Limestone Base	TONS	90.00	\$ 17.75	\$1,597.50		90.00	90.00	\$1,597.50	\$1,597.50	\$1,597.50	100%		159.75
	2" HMAC (TxDOT ROW)	SY	147.00	\$ 11.00	\$1,617.00		147.00	147.00	\$1,617.00	\$1,617.00	\$1,617.00	100%		161.70
	1.5" HMAC	SY	7,190.00	\$ 8.50	\$61,115.00		7,190.00	7,190.00	\$61,115.00	\$61,115.00	\$61,115.00	100%		6,111.50
	Backfill and Dress Edges of Base / HMAC	LF	5,570.00	\$ 3.00	\$16,710.00		5,570.00	5,570.00	\$16,710.00	\$16,710.00	\$16,710.00	100%		1,671.00
	Broadcast Seed ROWs (winter mix)	SY	38,720.00	\$ 0.30	\$11,616.00		38,720.00	38,720.00	\$11,616.00	\$11,616.00	\$11,616.00	100%		1,161.60
	PERFORMANCE, PAYMENT AND MAINTENANCE BOND	LS	1.00	\$ 1.00	\$1.00		1.00	1.00	\$1.00	\$1.00	\$1.00	100%		0.10
	PAVING Subtotal				\$1,011,451.75									
	TOTAL DRAINAGE				\$1,435,149.35									
	TOTAL WATER				\$312,755.00									
	TOTAL WASTEWATER				\$444,602.00									
	TOTAL STREETS				\$1,011,451.75									
	TOTAL				\$3,203,958.10				\$3,203,958.10	\$3,203,958.10	\$3,203,958.10			\$237,182.66

J. ...

 HARRISON N. HUDSON
 LICENSED PROFESSIONAL ENGINEER
 STATE OF TEXAS
 109973
 R.R.T., INC.
 TUBE #F-1048
 2/29/2016

AFFIANT:

Signature:

Jan Hardcastle

Typed Name: Jan Hardcastle

Title: V.P. Of Administration

STATE OF TEXAS

COUNTY OF Travis

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11 day of February 2016

[S E A L]



Britteny Evans
Notary in and for the State of Texas

Name: *Britteny Evans*

My commission expires: *9-18-19*

Initialed: *JH*



Executive Summary

March 3, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Carneros Ranch Section 2**

Background: The subdivision infrastructure improvements required for Carneros Ranch Section 2 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on March 3, 2016 which will provide warranty and maintenance coverage for the infrastructure improvements through March 3, 2018. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

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

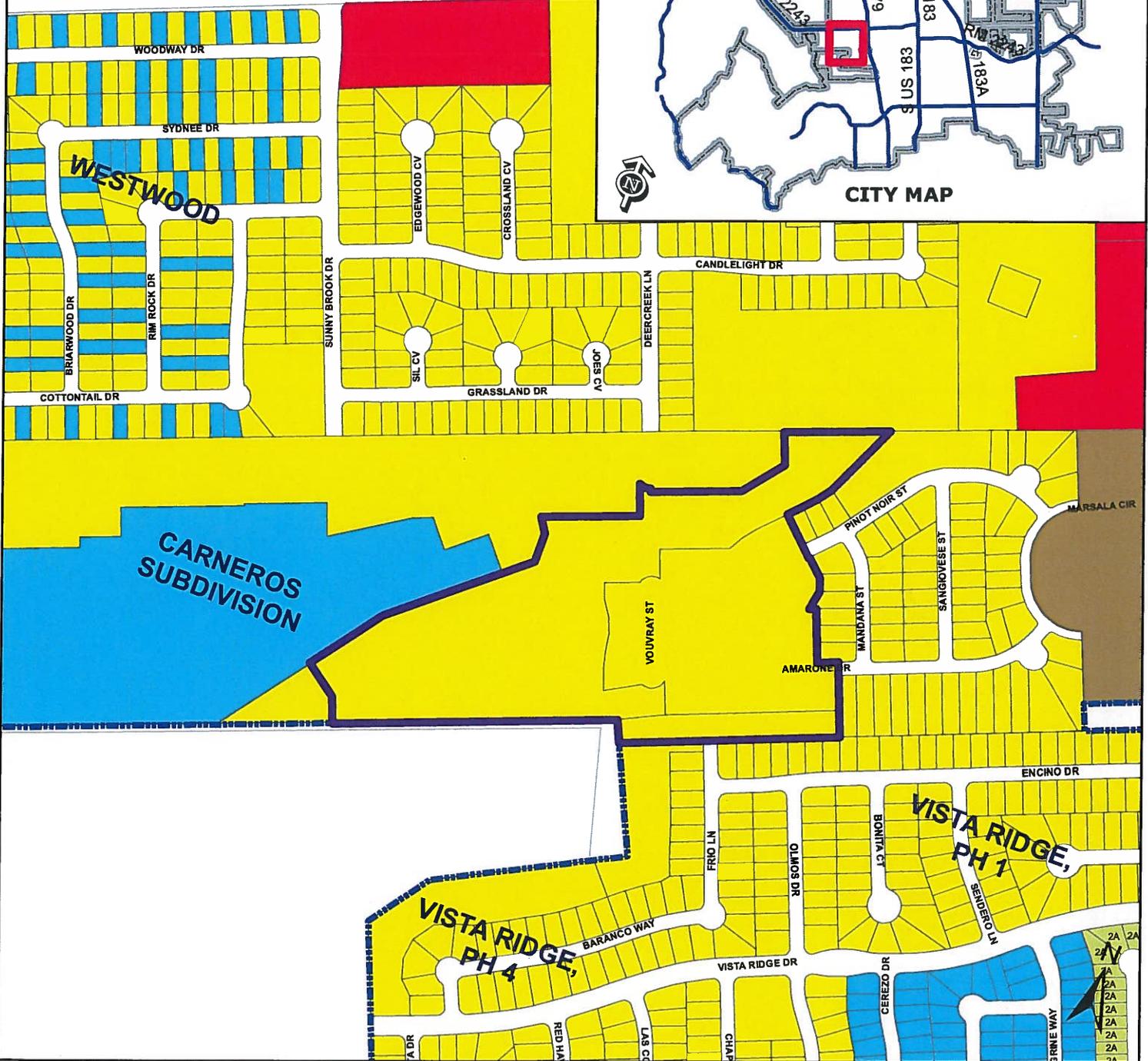
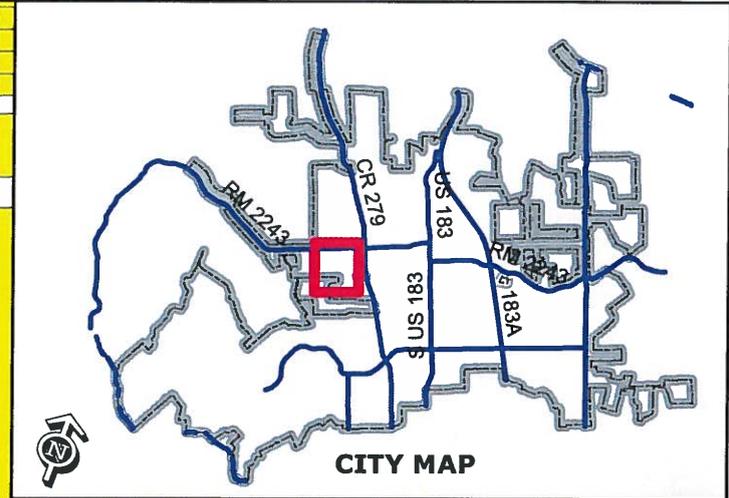
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Carneros Ranch Section 2.

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

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

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.



SUBDIVISION ACCEPTANCE

Location Map - Carneros Ranch: 2

-  Area for Acceptance
-  PUD Commercial
-  PUD Mixed Use
-  PUD Multi-Family
-  PUD Single-Family
-  PUD Townhome
-  City Limits

- | | | |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
|  SFR |  SFT |  GC |
|  SFE |  SFU/MH |  HC |
|  SFS |  TF |  HI |
|  SFU |  MF |  PUD |
|  SFC |  LO | |
|  SFL |  LC | |
- 0  500
Feet

ENGINEER'S CONCURRENCE
FOR PROJECT ACCEPTANCE

PROJECT: Carneros Ranch Section Two

Date: February 15, 2016

Owner's Name and Address

Consultant Engineer's
Name and Address

MHI Central Texas
7676 Woodway
Suite 104
Houston, TX 77063

CSF Civil Group
3636 Executive Center Drive
Suite 209
Austin, TX 78731

I, the undersigned Professional Engineer in the State of Texas, or my representative have made a visual inspection of the referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the City of Leander. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items, if any, are corrected to the satisfaction of the City of Leander.

None



James M. Cook, P.E.

58640

Texas Registration Number

Mr. Joe DiQuinzio
Jadco, Inc.
602 West 9th Street
Austin, Texas 78701

February 17, 2016

RE: CARNEROS RANCH SECTION 2

Dear Mr. DiQuinzio:

We are pleased to inform you the above referenced facility has been inspected and found to be in substantial compliance with the provisions of the Texas Accessibility Standards. Note: *The inspection is specific only to the accessible route within the R.O.W. constructed with the civil engineering plans.*

This review is advisory in nature as this project is not subject to review under the current Administrative Rules as published by the Texas Department of Licensing and Regulation.

An inspection of the residential subdivision infrastructure was conducted on February 17, 2016. The field inspection included the review of the following elements:

- Curb Ramps
- Crosswalks with Curb Ramps
- Sidewalks within the R.O.W.

All of the elements listed above were found to be in compliance with the Texas Accessibility Standards adopted by the Texas Department of Licensing and Regulation for the purpose of ensuring compliance with the Texas Architectural Barriers Act, Article 9102, and Texas Civil Statutes.

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, call the ADA hotline, 800-949-4232 or the U.S. Department of Justice at 202-514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, please contact Mike Gabel at 512-627-8670.

Sincerely,



Mike Gabel
Registered Accessibility Specialist
Lic # 1319

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that C. C. CARLTON INDUSTRIES, LTD. as Principal, whose address is 6207 BEE CAVES ROAD, SUITE 320, AUSTIN, TX 78746 and THE GUARANTEE COMPANY OF NORTH AMERICA USA a Corporation organized under the laws of the State of MICHIGAN, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of SEVENTY EIGHT THOUSAND EIGHT HUNDRED SEVENTY TWO AND 77/100-----Dollars (\$ 78,872.77) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed PAVING, DRAINAGE, WATER AND WASTEWATER IMPROVEMENTS, EROSION CONTROL AND DRY UTILITIES FOR CARNEROS RANCH SUBDIVISION SECTION 1 (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

The Surety shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

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

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

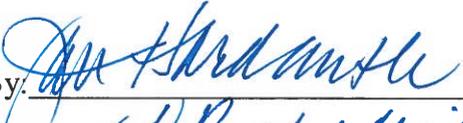
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 10TH day of FEBRUARY, 2016.

C. C. CARLTON INDUSTRIES, LTD.

Principal

By: 

Title: VP. of admin

Address: 6207 BEE CAVES RD, SUITE 320

AUSTIN, TEXAS 78746

THE GUARANTEE COMPANY OF NORTH AMERICA (USA)

Surety

By: 

Title: HOWARD COWAN, ATTORNEY-IN-FACT

Address: P.O. BOX 54020

LUBBOCK, TEXAS 79453

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

HOWARD COWAN

9810 INDIANA AVE, SUITE 160

LUBBOCK, TEXAS 79423

(Seal)

IMPORTANT NOTICE

TO OBTAIN INFORMATION ABOUT THIS BOND OR TO MAKE A COMPLAINT:

You may contact The Guarantee Company of North America USA at 866-328-0567 to make a complaint or for information regarding this bond.

You may write to The Guarantee Company of North America USA at:

Claim Department
25800 Northwestern Highway, Suite 720
Southfield, MI 48075

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

800-252-3439

You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104

THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND DOES NOT BECOME A PART OF OR A CONDITION OF THE ATTACHED DOCUMENT. IT IS GIVEN TO COMPLY WITH SECTION 2253.048, GOVERNMENT CODE, AND SECTION 53.202, PROPERTY CODE, EFFECTIVE SEPTEMBER 1, 2001.



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Howard Cowan, Marla Hill
Cowan-Hill Bond Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & COO

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



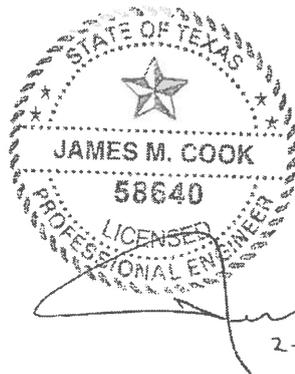
IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 10TH day of FEBRUARY, 2016

[Signature of Randall Musselman]

Randall Musselman, Secretary

**Carneros Ranch Section 2
Final Public Cost and Quantities**

STREET IMPROVEMENTS					
1	Excavation R.O.W. to R.O.W.	SY	10340	\$3.25	\$33,605.00
2	Subgrade Prep. 2 ft. behind curb	SY	7420	\$2.00	\$14,840.00
3	8 inch base 2 ft behind curb	SY	7420	\$8.00	\$59,360.00
4	1.5 inch HMAc (GUTTER TO GUTTER)	SY	5850	\$9.00	\$52,650.00
5	Curb and Gutter, excl. 30' for inlets & transiti	LF	3135	\$15.00	\$47,025.00
6	Concrete Valley Gutter, 30 ft street	EA	1	\$3,800.00	\$3,800.00
7	ADA Ramp(incl. wings) at Street Intersection	EA	3	\$1,200.00	\$3,600.00
8	Common Sidewalk Areas, 4 ft x 4 inch	SF	900	\$6.25	\$5,625.00
9	Misc. Type W423 Sign	EA	2	\$350.00	\$700.00
10	Street Sign with Stop sign	EA	3	\$500.00	\$1,500.00
	Subtotal				\$222,705.00
DRAINAGE IMPROVEMENTS					
11	10 ft. Curb Inlet, incl. transitions	EA	13	\$4,100.00	\$53,300.00
12	18 inch RCP	LF	195	\$53.00	\$10,335.00
13	24 inch RCP	LF	345	\$64.00	\$22,080.00
14	30 inch RCP	LF	238	\$94.00	\$22,372.00
15	36 inch RCP	LF	322	\$104.00	\$33,488.00
16	42 inch RCP	LF	580	\$134.00	\$77,720.00
17	Manhole, 4 ft. dia., incl. adjust to f.g.	EA	1	\$3,900.00	\$3,900.00
18	Manhole, 5 ft. dia., incl. adjust to f.g.	EA	1	\$4,000.00	\$4,000.00
19	Manhole, 6 ft. dia., incl. adjust to f.g.	EA	1	\$5,800.00	\$5,800.00
20	6' Flat Bottom Diversion Swale	LF	440	\$25.00	\$11,000.00
	Subtotal				\$243,995.00
WATER IMPROVEMENTS					
21	8 inch, C900, SDR-14	LF	1315	\$30.00	\$39,450.00
22	12 inch, C900, SDR-14	LF	430	\$47.00	\$20,210.00
23	Fire Hydrant incl. lead pipe	EA	3	\$4,200.00	\$12,600.00
24	6 inch gate valve, incl. adjust to f.g.	EA	3	\$1,400.00	\$4,200.00
25	8 inch gate valve, incl. adjust to f.g.	EA	2	\$1,800.00	\$3,600.00
26	Double service, long side, w/sleeves	EA	10	\$1,650.00	\$16,500.00
27	Double service, short side	EA	9	\$1,300.00	\$11,700.00
28	Single service, long side, w/sleeves	EA	2	\$1,450.00	\$2,900.00
29	Single service, short side	EA	2	\$1,100.00	\$2,200.00
30	Tie to existing WL	EA	3	\$2,000.00	\$6,000.00
	Subtotal				\$119,360.00
WASTEWATER IMPROVEMENTS					
31	8 inch PVC SDR 26, 0-8 ft. (from subgrade)	LF	880	\$41.00	\$36,080.00
32	8 inch PVC SDR 26, 8-10 ft. (from subgrade)	LF	720	\$41.00	\$29,520.00
33	Manholes, 4 ft. dia.0-8 ft.incl. adjust to f.g.	EA	8	\$4,300.00	\$34,400.00
34	Manholes,extra depth.	VF	9	\$500.00	\$4,500.00
35	Tie to existing WW line	EA	1	\$2,000.00	\$2,000.00
36	Single service, long side	EA	2	\$1,700.00	\$3,400.00
37	Single service, short side	EA	2	\$1,450.00	\$2,900.00
38	Double service, long side	EA	11	\$1,700.00	\$18,700.00
39	Double service, short side	EA	8	\$1,500.00	\$12,000.00
	Subtotal				\$143,500.00
40	Streetlight Poles Conduit/foundation/Wiring	LS	1	\$40,534.20	\$40,534.20
	Subtotal				\$40,534.20
	TOTAL				\$788,727.70



**CERTIFIED AS TO
FINAL COSTS & QUANTITIES**

\$788,727.70

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

STATE OF TEXAS
COUNTY OF

Date: 2/22/16

Developer: CT Development

Contractor/Material
Provider ("Affiant"): C.C. Carlton Industries, Ltd.

Project: Carneros Ranch Section 2 Public Utilities (Contract Amount \$788,727.70)

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Leander, Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to the Developer for payment of the retainage and shall have no cause of action whatsoever, against the City in the event that the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 22 day of Feb, 2016

Initialed: JA

AFFIANT:

Signature:

Jean Hardcastle

Typed Name:

JEAN HARDCASTLE

Title:

J.P. of Admin

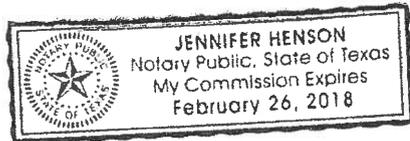
STATE OF TEXAS

COUNTY OF Tarrant

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of Feb, 2016

[SEAL]



JH
Notary in and for the State of Texas

Name: Jennifer Henson

My commission expires:

2/26/2018

Initialed: _____



Executive Summary

March 3, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Crystal Falls Town Center Phase 2**

Background: The subdivision infrastructure improvements required for Crystal Falls Town Center Phase 2 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on March 3, 2016 which will provide warranty and maintenance coverage for the infrastructure improvements through March 3, 2018. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

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

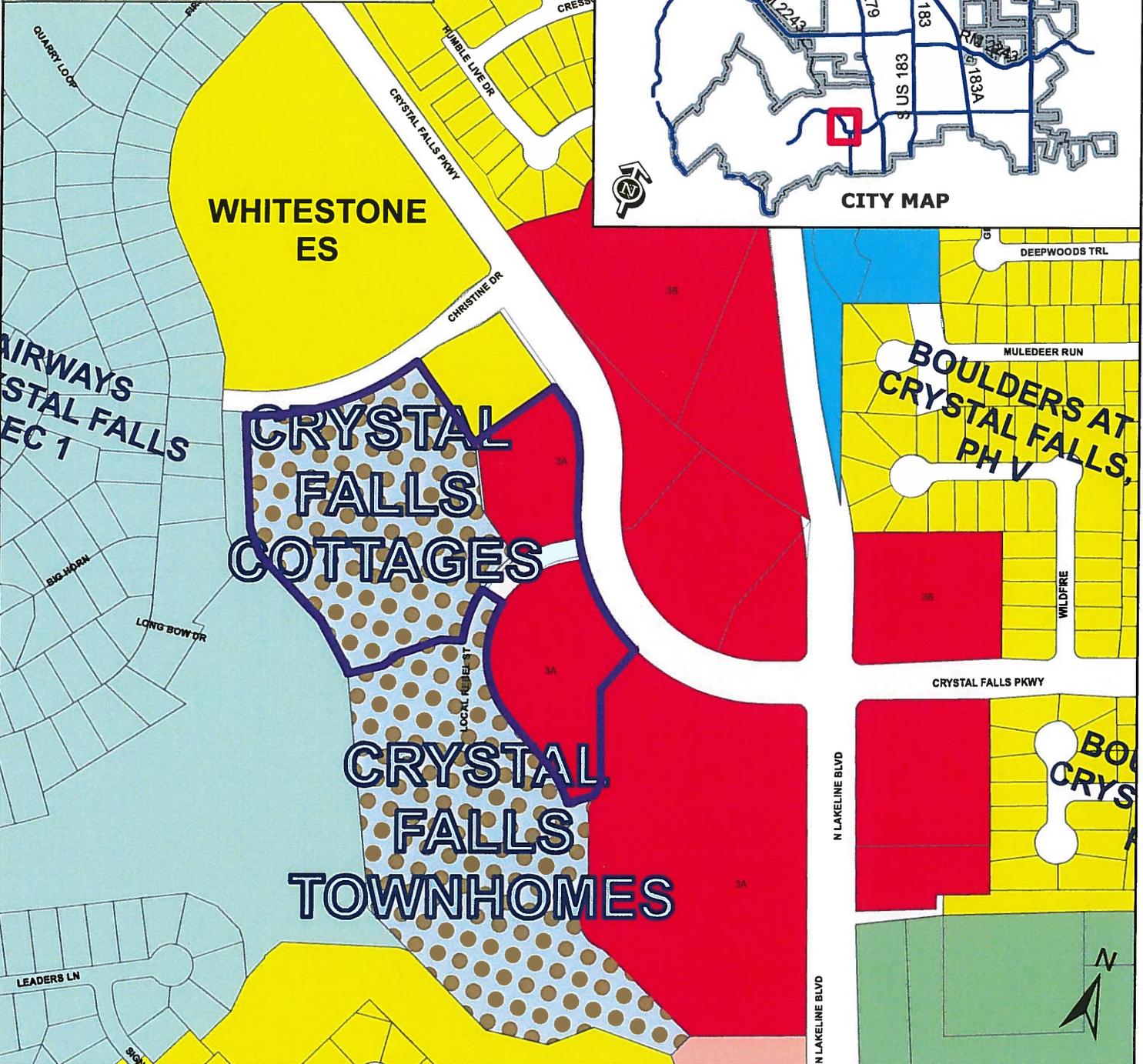
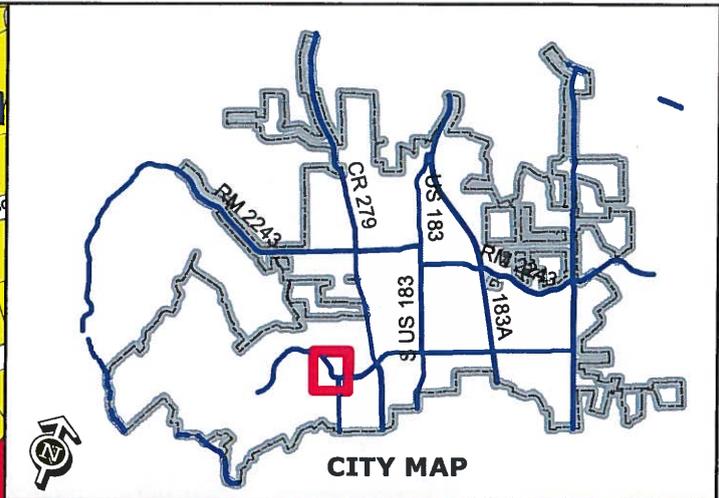
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Crystal Falls Town Center Phase 2.

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

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

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.



SUBDIVISION ACCEPTANCE

Location Map - Crystal Falls
Town Center: 2

- Area for Acceptance
- City Limits
- PUD Commercial
- PUD Mixed Use
- PUD Multi-Family
- PUD Single-Family
- PUD Townhome

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



JAY ENGINEERING COMPANY, INC.
*P.O. Box 1220 (512) 259-3882
Leander, TX 78646 Fax 259-8016*
Texas Registered Engineering Firm F-4780

January 25, 2016

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

Re: Crystal Falls Town Center Phase 2 and Cottages Site Development Plan
Certificate of Completion

Dear Mr. Watts:

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

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

Sincerely,


Samuel D. Kiger, P.E.
SDK/s



1-25-16

MAINTENANCE BOND
Subdivision Improvements

Bond No. 713808P

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Ross Construction, Inc. as Principal, whose address is 8700 Manchaca Rd, #105, Austin, TX 78748, and Developers Surety and Indemnity Company, a Corporation organized under the laws of the State of Iowa, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of One Hundred Sixty Two Thousand One Hundred Forty One & 95/100's Dollars (\$162,141.95) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed CRYSTAL FALLS TOWN CENTER PH. 2, STREETS, DRAINAGE, WATER AND WASTEWATER IMPROVEMENTS AND THE COTTAGES AT CRYSTAL FALLS, SITE DEVELOPMENT, WATER AND WASTEWATER IMPROVEMENTS (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligees may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligees at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 8th day of February, 2016 .

Ross Construction, Inc.
Principal

By: Wesley Penick

Title: President

Address: _____

8700 Manchaca Rd, #105

Austin, TX 78748

Developers Surety and Indemnity Company
Surety

By: John W. Schuler

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

Address: _____

2591 Dallas Pkwy, Ste. 105

Frisco, TX 75034

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

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

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:
John W. Schuler, Walter E. Benson Jr., Steven W. Dobson, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 29, 2015.

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



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

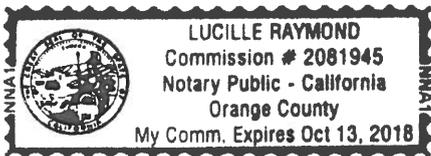
On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 8th day of Feb, 2016 .

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

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-782-1546

You may also write to the Surety at:

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

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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

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

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

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

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

1-800-782-1546

Usted tambien puede escribir al Surety:

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

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

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

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

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

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



**Developers Surety and Indemnity Company
Indemnity Company of California
CorePointe Insurance Company**

17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.AmTrustSurety.com

Project: Crystal Falls Town Center Phase 2
 Contractor: Ross Construction, Inc.
 Owner: Grand Haven Homes, L.P.

Pay Request No.: SIX
 Pay Request Thru: 1/6/2016

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
INTERNAL											
Erosion Controls / Restoration / Signs (021570-10)											
1	SILT FENCE	1600.00					1600.00	LF	\$ 2.00	\$3,200.00	\$3,200.00
2	REVEGETATION TOPSOIL AND SEED WITH 6' WIDE STRAW MATTING BEHIND CURB	5555.00					5555.00	LF	\$ 1.50	\$8,332.50	\$8,332.50
3	SILT FENCE AS LOC	0.00	5,400.00				5400.00	LF	\$ 2.00	\$0.00	\$10,800.00
4	TREE PROTECTION FENCE	0.00	36.00				36.00	LF	\$ 376.00	\$0.00	\$13,536.00
	Subtotal Erosion Controls									\$11,532.50	\$35,868.50
Cleaning & Rough Cut (021530-10)											
1	CLEAR AND GRUB ROW	2.20					2.20	AC	\$ 3,500.00	\$ 7,700.00	\$7,700.00
2	ROW EXCAVATION	4791.00					4791.00	CY	\$ 7.00	\$33,537.00	\$33,537.00
3	ROW EMBANKMENT	270.00					270.00	CY	\$ 2.50	\$ 675.00	\$675.00
	Subtotal Cleaning & Rough Cut									\$41,912.00	\$41,912.00
Water Improvements (320100-10)											
W - 1	8" PVC C900 DR 14 WATER LINE	2660.00					2636.00	LF	\$ 34.00	\$90,440.00	\$89,624.00
W - 2	8" GATE VALVE AND BOX	10.00			(24.0)		15.00	EA	\$ 1,500.00	\$15,000.00	\$22,500.00
W - 3	5-1/4" HYDRANT ASSEMBLY	9.00			5.0		9.00	EA	\$ 4,100.00	\$36,900.00	\$36,900.00
W - 4	SINGLE WATER SERVICE	58.00					58.00	EA	\$ 1,200.00	\$69,600.00	\$69,600.00
	Subtotal Water Improvements									\$211,940.00	\$218,624.00
Wastewater Impr. (320120-10)											
WW - 1	8" SDR-26 WW Line	2490.00					2384.00	LF	\$ 28.00	\$69,720.00	\$66,752.00
WW - 2	STD Depth 4' WW Manhole with Coating	26.00			(106.0)		26.00	EA	\$ 4,376.00	\$113,776.00	\$113,776.00
WW - 3	Single Gravity WW Service	58.00					58.00	EA	\$ 1,360.00	\$78,880.00	\$78,880.00
	Subtotal Wastewater Impr.									\$262,376.00	\$259,408.00
Drainage Impr. Internal											
D - 1	10' CURB INLETS	9.00					9.00	EA	\$ 3,300.00		
D - 2	4' SS MANHOLE	6.00					6.00	EA	\$ 3,000.00		
D - 3	18" CL III RCP	780.00					784.00	LF	\$ 42.00		
D - 4	24" CL III RCP	45.00			4.0		45.00	LF	\$ 55.00		
D - 5	30" CL III RCP	258.00			100.0		358.00	LF	\$ 75.00		
D - 6	12" CL III RCP	295.00					295.00	LF	\$ 35.00		
	Subtotal Wastewater Impr.										

Project: Crystal Falls Town Center Phase 2
 Contractor: Ross Construction, Inc.
 Owner: Grand Haven Homes, L.P.

Pay Request No.: SIX
 Pay Request Thru: 1/6/2016

Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
Street Improvements (310100-10)										
D - 1						5.00	EA	\$ 400.00		
D - 2	5.00					8643.00	SY	\$ 4.00		
D - 3	8643.00					9268.00	SY	\$ 8.00		
D - 4	8643.00		625.0			7493.00	SY	\$ 10.00		
D - 5	6953.00		540.0			5048.00	LF	\$ 12.00		
D - 6	4793.00		255.0			213.00	LF	\$ 11.00		
D - 7	213.00					1.00	LS	\$ 3,500.00		
D - 8	1.00					1.00	LS	\$ 3,500.00		
D - 9	4852.00			(4,852.0)		0.00	SF	\$ 5.00		
D - 10	275.00					275.00	LF	\$ 20.00		
D - 11	2.00					2.00	EA	\$ 850.00		
D - 12	1.00					1.00	EA	\$ 2,500.00		
D - 13	2.00					2.00	EA	\$ NB		
D - 13	1.00					1.00	LS	\$ 14,255.00		
D - 13	1.00					1.00	LS	\$ 5,500.00		
Subtotal Street Impr.										
OFFSITE										
1	1800.00					1800.00	LF	\$ 2.00	\$3,600.00	\$3,600.00
2	2.00					2.00	EA	\$ 300.00	\$600.00	\$600.00
3	40.00					40.00	LF	\$ 30.00	\$1,200.00	\$1,200.00
4	1.00					1.00	LS	\$ 12,626.00	\$12,626.00	\$12,626.00
5	1.00					1.00	LS	\$ 2,500.00	\$2,500.00	\$2,500.00
6	1.00					1.00	EA	\$ 1,000.00	\$1,000.00	\$1,000.00
Subtotal Erosion Controls										
Clearing & Rough Cut (021530-10)										
1	1.90					1.90	AC	\$ 3,500.00	\$ 6,650.00	\$ 6,650.00
2	780.00					780.00	CY	\$ 8.00	\$ 6,240.00	\$ 6,240.00
3	45.00					45.00	CY	\$ 4.00	\$ 180.00	\$ 180.00
Subtotal Clearing & Rough Cut										
									\$13,070.00	\$13,070.00
									\$21,526.00	\$21,526.00

Project: Crystal Falls Town Center Phase 2 Pay Request No.: SIX
 Contractor: Ross Construction, Inc. Pay Request Thru: 1/6/2016
 Owner: Grand Haven Homes, L P

Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
Water Improvements (320100-10)										
W - 1 12" PVC C900 DR 14 WATER LINE	370.00					370.00	LF	\$ 47.00	\$17,390.00	\$17,390.00
W - 2 12" GATE VALVE AND BOX	1.00					2.00	EA	\$ 2,520.00	\$5,040.00	\$5,040.00
W - 3 PAVT REPAIR	1.00			1.0		1.00	LS	\$ 12,000.00	\$12,000.00	\$12,000.00
W - 4 8" PVC C900 DR 14 WATER LINE	50.00					50.00	LF	\$ 45.00	\$2,250.00	\$2,250.00
W - 5 8" GATE VALVE AND BOX	2.00					2.00	EA	\$ 1,500.00	\$3,000.00	\$3,000.00
W - 6 5-1/4" HYDRANT ASSEMBLY	1.00					1.00	EA	\$ 4,100.00	\$4,100.00	\$4,100.00
W - 7 18" X 12" TSV	1.00					1.00	LS	\$ 19,000.00	\$19,000.00	\$19,000.00
W - 8 FITTINGS	1.00					1.00	LS	\$ 3,500.00	\$3,500.00	\$3,500.00
W - 9 2" WATER LINE	960.00					960.00	LF	\$ 10.00	\$9,600.00	\$9,600.00
Subtotal Water Improvements										
									\$73,360.00	\$75,880.00
Wastewater Impr. (320120-10)										
WW - 1 8" SDR-26 WW Line	1025.00					1025.00	LF	\$ 36.00	\$36,900.00	\$36,900.00
WW - 2 STD Depth 4' WW Manhole with Coating	8.00					8.00	EA	\$ 4,900.00	\$39,200.00	\$39,200.00
WW - 3 EXTRA DEPTH MANHOLE	49.00					49.00	VF	\$ 450.00	\$22,050.00	\$22,050.00
WW - 4 4" PVC SDR 21 WW PRESSURE LINE	960.00					960.00	LF	\$ 26.00	\$24,960.00	\$24,960.00
WW - 5 TEMP LS ACCESS ROAD	905.00					905.00	LF	\$ 15.00	\$13,575.00	\$13,575.00
WW - 6 WW LIFTSTATION	1.00					1.00	EA	\$ 325,000.00	\$325,000.00	\$325,000.00
Subtotal Wastewater Impr.										
									\$461,685.00	\$461,685.00
Drainage Impr. (320140-10)										
D - 1 10' CURB INLETS	2.00					2.00	EA	\$ 3,500.00	\$7,000.00	\$7,000.00
D - 2 4' SS MANHOLE	2.00					2.00	EA	\$ 3,200.00	\$6,400.00	\$6,400.00
D - 3 5' SS MANHOLE	1.00					1.00	EA	\$ 3,700.00	\$3,700.00	\$3,700.00
D - 4 10X10' JUNC BOX	3.00					4.00	EA	\$ 5,750.00	\$17,250.00	\$23,000.00
D - 5 18" CL III RCP	222.00				1.0	229.00	LF	\$ 42.00	\$9,324.00	\$9,618.00
D - 6 24" CL III RCP	0.00				7.0	19.00	LF	\$ 55.00	\$0.00	\$1,045.00
D - 7 30" CL III RCP	609.00				190	460.00	LF	\$ 75.00	\$45,675.00	\$34,500.00
D - 8 42" CL III RCP	248.00				(149.0)	315.00	LF	\$ 126.00	\$31,248.00	\$39,690.00
D - 9 54" CL III RCP	21.00				67.0	111.00	LF	\$ 350.00	\$7,350.00	\$38,850.00
D - 10 8' X 4' CAST IN PLACE BOX	510.00				90.0	510.00	LF	\$ 514.00	\$262,140.00	\$262,140.00
D - 11 8X4 HDWL	1.00					1.00	EA	\$ 11,925.00	\$11,925.00	\$11,925.00
D - 12 18" SET	2.00					2.00	EA	\$ 1,100.00	\$2,200.00	\$2,200.00
Subtotal Wastewater Impr.										
									\$404,212.00	\$440,068.00
Street Improvements (310100-10)										
D - 1 INSTALL OWNER SUPPLIED STREET/STOP SIGN	4.00					4.00	EA	\$ 400.00	\$1,600.00	\$1,600.00
D - 2 SUBGRADE PREPARATION	1824.00					1824.00	SY	\$ 4.00	\$7,296.00	\$7,296.00

Project: Crystal Falls Town Center Phase 2
 Contractor: Ross Construction, Inc.
 Owner: Grand Haven Homes, L.P.

Pay Request No.: SIX
 Pay Request Thru: 1/6/2016

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
D - 3	8" FLEX. BASE	1824.00					1824.00	SY	\$ 8.00	\$14,592.00	\$14,592.00
D - 4	1-1/2" H/MAC	1602.00					1602.00	SY	\$ 10.00	\$16,020.00	\$16,020.00
D - 5	CURB AND GUTTER	680.00					680.00	LF	\$ 13.00	\$8,840.00	\$8,840.00
D - 6	ADA RAMPS	6.00					6.00	EA	\$ 850.00	\$5,100.00	\$5,100.00
D - 7	5' WIDE SIDEWALK	650.00					650.00	LF	\$ 20.00	\$13,000.00	\$13,000.00
	Subtotal Street Impr.									\$66,448.00	\$66,448.00
	MISC										
L - 1	STAKING	1.0					1.00	LS	\$ 16,500.00	\$16,500.00	
L - 2	SWPPP	1.0					1.00	LS	\$ 3,100.00	\$3,100.00	
L - 3	MAINT BOND	1.0					1.00	LS	\$ 7,500.00	\$7,500.00	
	Subtotal Lot Impr.									\$27,100.00	
	ELECTRIC INTERNAL										
	Elec. Improvements (162510-10)										
E - 1	Rock Trench for Electric and Telecommunications	0.0	4,021.0				4021.00	LF	\$ 8.00	\$0.00	\$0.00
E - 2	Backfill for Electric and Telecommunications	0.0	595.0				595.00	CY	\$14.40	\$0.00	\$0.00
E - 3	3" Electric Conduit per PEC Specs, incl fittings and pull string	0.0	5,699.0				5699.00	LF	\$3.75	\$0.00	\$0.00
E - 4	3" Sweeps	0.0	125.0				125.00	EA	\$25.00	\$0.00	\$0.00
E - 5	Pull Strin	0.0	5,699.0				5699.00	LF	\$0.25	\$0.00	\$0.00
E - 6	Seconda Encl	0.0	20.0				20.00	EA	\$450.00	\$0.00	\$0.00
E - 7	Transformers	0.0	9.0				9.00	EA	\$775.00	\$0.00	\$0.00
E - 8	Riser	0.0	1.0				1.00	EA	\$1,160.00	\$0.00	\$0.00
	Subtotal Electric Improvements									\$0.00	
	GAS INTERNAL										
	Gas Improvements (125230-10)										
G - 1	2" Gas Main per Atmos Energy Specs	0.0	3,084.0				3084.00	LF	\$9.40	\$0.00	\$0.00
G - 2	Gas Services	0.0	38.0				38.00	EA	\$430.00	\$0.00	\$0.00
G - 3	4" Gas Main per Atmos Energy Specs	0.0	640.0				640.00	LF	\$7.00	\$0.00	\$0.00
	Subtotal Gas Improvements									\$0.00	
	LOCAL REBEL										
	Elec. Improvements (162510-10)										
E - 1	Rock Trench for Electric and Telecommunications	0.0	1,626.0				1626.00	LF	\$8.00	\$0.00	\$0.00

Project: Crystal Falls Town Center Phase 2
 Contractor: Ross Construction, Inc.
 Owner: Grand Haven Homes, L.P.

Pay Request No.: SIX
 Pay Request Thru: 1/6/2016

Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
E - 2 Backfill for Electric and Telecommunications	0.0	240.0				240.00	CY	\$14.40	\$0.00	
E - 3 3" Electric Conduit per PEC Specs, incl fittings and pull string	0.0	6,003.0				6003.00	LF	\$3.75	\$0.00	
E - 4 3" Sweeps	0.0	42.0				42.00	EA	\$25.00	\$0.00	
E - 5 Pull String	0.0	6,003.0				6003.00	LF	\$0.25	\$0.00	
E - 6 Sectionalizing Encl.	0.0	3.0				3.00	EA	\$1,090.00	\$0.00	
E - 7 Peter Ped	0.0	1.0				1.00	EA	\$450.00	\$0.00	
E - 8 Transformers	0.0	2.0				2.00	EA	\$775.00	\$0.00	
Subtotal Electric Improvements									\$0.00	
Gas Improvements (125230-10)										
G - 1 2" Gas Main per Atmos Energy Specs	0.0	345.0				345.00	LF	\$9.40	\$0.00	
G - 2 8" x 2" Poly Hot Tap	0.0	1.0				1.00	EA	\$1,950.00	\$0.00	
G - 3 PVC Sleeves	0.0	60.0				60.00	LF	\$7.00	\$0.00	
Subtotal Gas Improvements									\$0.00	
TOTAL										
Total City Accepted Improvements									\$0.00	\$1,621,419.50
10% Maintenance Abond Amount										\$162,141.95
Total Inspection Fees Owed @ 3.5%										\$56,749.68
Inspection Fees Paid at Submittal										\$53,620.79
Inspection Fees Owed										\$3,128.89





Executive Summary

March 3, 2016

Agenda Subject: First Public Hearing on the annexation of sixteen (16) areas of land totaling 3,207.76 acres, more or less, including the abutting streets, roadways, and rights-of-way; being located in Travis and Williamson Counties, Texas and adjacent and contiguous to the city limits; and providing open meetings and other related matters.

Background: The resolution commencing the involuntary annexation of 16 areas of land as shown on the attached location map was approved on January 21, 2016. Notice was mailed to all affected property owners notifying them of the annexation and the dates and times of the public hearings. The resolution set the two public hearings for March 3, 2016 and March 17, 2016. The first reading of the ordinance is scheduled for April 7, 2016 and the second and final reading is scheduled for April 21, 2016.

Origination: City of Leander

Recommendation: Staff recommends conducting the first public hearing.

Attachments:

1. Resolution
2. Exhibit A - Location map
3. Area Descriptions
4. Annexation schedule

Prepared by: Tom Yantis, AICP
Assistant City Manager

1/13/2016

RESOLUTION NO. 16-002-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF SIXTEEN (16) AREAS OF LAND TOTALING 3207.76 ACRES, MORE OR LESS, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; BEING LOCATED IN TRAVIS AND WILLIAMSON COUNTIES, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, (herein the “City”) is a Texas home-rule city authorized to annex the properties more particularly described herein (the “subject properties”) that are contiguous and adjacent to the corporate limits of the City;

WHEREAS, the subject properties are contiguous and adjacent to the corporate limits of the City and are within the extraterritorial jurisdiction of the City;

WHEREAS, the subject properties are contiguous on at least two sides with the boundaries of the city limits or abut other jurisdictional boundaries, as more particularly shown in the exhibit attached hereto;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov’t. Code*, and the City Charter, is authorized to annex the subject properties; and

WHEREAS, after review and consideration of the subject properties, the City Council finds that the subject properties are exempt from the City’s annexation plan pursuant to §43.052 (h)(1) of the *Tex. Loc. Gov’t. Code*;

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 annexations of all portions of the following-described subject properties and the abutting streets, roadways and rights-of-way, are hereby commenced:

- (1) Area A. All that certain parcel or tract of land containing 56.09 acres, more or less, located in Travis County, Texas, generally located north of RM 1431, and either side of Vista Rock Rd and being more particularly described and shown in Exhibit “A” attached hereto.
- (2) Area B. All that certain parcel or tract of land containing 15.36 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of W San Gabriel Pkwy, and being more particularly described and shown in Exhibit “A” attached hereto.

- (3) Area C. All that certain parcel or tract of land containing 288.22 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, west of County Road 279 / Bagdad Rd, and being more particularly described and shown in Exhibit "A" attached hereto.
- (4) Area D. All that certain parcel or tract of land containing 187.06 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, east of the Mesa Vista Estates subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.
- (5) Area E. All that certain parcel or tract of land containing 62.69 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, west of the Greatwood subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.
- (6) Area F. All that certain parcel or tract of land containing 840.28 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of County Road 280, south of County Road 281, and being more particularly described and shown in Exhibit "A" attached hereto.
- (7) Area G. All that certain parcel or tract of land containing 76.49 acres, more or less, located in Williamson County, Texas, and generally located east of Oak Grove Rd, north of Heritage Grove Rd, and being more particularly described and shown in Exhibit "A" attached hereto.
- (8) Area H. All that certain parcel or tract of land containing 29.92 acres, more or less, located in Williamson County, Texas, and generally located west of US 183, east of County Road 276, south of the High Gabriel West subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.
- (9) Area I. All that certain parcel or tract of land containing 268.72 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, west of Ronald W Reagan Blvd, either side of Kaufmann Loop, north and west of County Road 267, and being more particularly described and shown in Exhibit "A" attached hereto.
- (10) Area J. All that certain parcel or tract of land containing 53.04 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, east of Ronald W Reagan Blvd, north of County Road 268, and being more particularly described and shown in Exhibit "A" attached hereto.

- (11) Area K. All that certain parcel or tract of land containing 192.93 acres, more or less, located in Williamson County, Texas, and generally located either side of County Road 270, south of E San Gabriel Pkwy, north of Hero Way, and being more particularly described and shown in Exhibit "A" attached hereto.
- (12) Area L. All that certain parcel or tract of land containing 124.03 acres, more or less, located in Williamson County, Texas, and generally located north of Hero Way, east of County Road 270, west of Ronald W Reagan Blvd, south and west of the Palmera Ridge subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.
- (13) Area M. All that certain parcel or tract of land containing 183.88 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of the South Fork of the San Gabriel River, north of the Reagans Overlook subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.
- (14) Area N. All that certain parcel or tract of land containing 262.58 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, north of RM 2243, south of the Reagans Overlook subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.
- (15) Area O. All that certain parcel or tract of land containing 468.05 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of County Road 176, north of Journey Pkwy, either side of County Road 175, west and north of the Parkside at Mayfield Ranch subdivision, including the remainder of the Valley View subdivision, the entire Creek Meadow Estates subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.
- (16) Area P. All that certain parcel or tract of land containing 98.42 acres, more or less, located in Williamson County, Texas, and generally located south of Journey Pkwy, north of the Stonehurst subdivision, either side of County Road 175, north of the Williamson County Regional Park, south of the Trails at Shady Oak / Borho subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of March 3, 2016 and March 17, 2016. Notice of such hearings shall be published in accordance with Chapter 43, Texas Local Government Code, and the hearings shall be open to the public to accept public comment on the annexation request. Notice of the proposed annexation shall be mailed to service providers and to property owners within the subject properties. The City shall offer to make a development agreement with certain subject property owners in accordance with section 43.035 of the Texas Local Government Code.

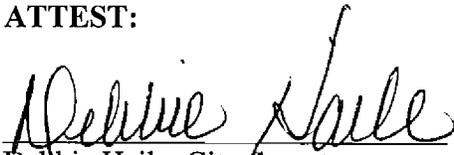
The draft service plan proposed to be applicable for the subject properties is attached as Exhibit "B".

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 21st day of January, 2016.

ATTEST:


Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS


Andrea Navarrette, Mayor Pro Tem



EXHIBIT "A"


City of Leander, Texas
 2016 Unilateral
 Annexations
 January 2016

Approximate Area: 29.90 Square Miles
 City Limits: 14.12 Square Miles
 E.T.J. outside of City Limits: 14.12 Square Miles
 Total City Limits and E.T.J.: 28.24 Square Miles

City of Leander - City Limits
 City of Leander - 2 Mile and Voluntary E.T.J.
Annexation Type
 Involuntary
 Voluntary

Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will entitle any copyright holder, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of the data, and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.

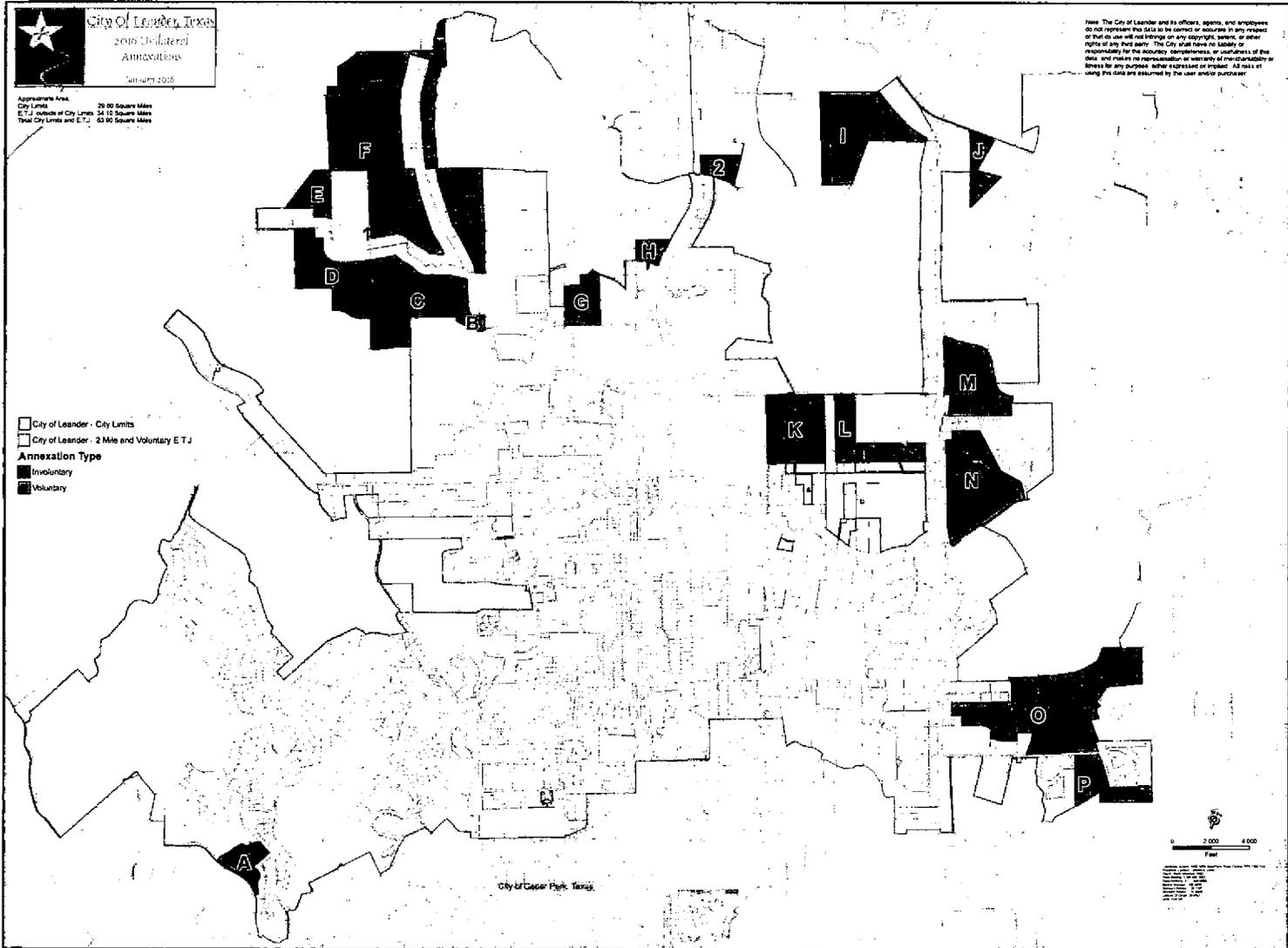


EXHIBIT “B”

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 properties”);

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

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

WHEREAS, the subject properties will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; 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 properties into the City.

NOW, THEREFORE, the following services will be provided for the subject properties 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 regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject properties, the plans and schedule for the development of the subject properties, 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, except as otherwise provided in subsection 2(A)(iii), water service will be provided to the subject properties by the City in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. 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.

[The following paragraph is only applicable to properties within Area I.]

(iii) The subject properties in Area I are subject to that certain Settlement Agreement In the Matter of the Application from the City of Georgetown, Certificate of Convenience and Necessity (CCN) No. 12369, To Acquire Facilities and Transfer and Cancel CCN No. 11590 Held by Chisholm Trail Special Utility District in Bell, Burnet, and Williamson Counties, Texas between the City of Georgetown ("Georgetown"), the City of Leander, and Chisholm Trail Special Utility District ("CTSUD") dated August 8, 2014, as amended from time to time (the "Settlement Agreement"). Water service will be provided by the City to the subject properties in accordance with subsection 2(A)(ii) unless Georgetown, CTSUD and the City agree otherwise pursuant to the Settlement Agreement, and in such event, water service will be provided by Georgetown in accordance with its applicable ordinances and policies. The owner of the subject property agrees to opt out of Georgetown's CCN upon written request by the City.

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided by the City, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The 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.

[The following paragraph is only applicable to properties within Area I.]

(iii) Wastewater service is provided to the subject properties pursuant to a Wholesale Wastewater Service Agreement between the City of Liberty Hill and the City of Leander dated June 5, 2015, as amended from time to time (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject properties, 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 properties, 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 properties, agree that each lot, tract, parcel or building site within the subject properties 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 fees, rates, and charges charged by the City for wastewater service to similarly situated customers and under the Wholesale Wastewater Agreement. 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 properties 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 properties, 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 properties, 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 properties 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: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners 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 properties 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 properties are as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**SCHEDULE FOR INVOLUNTARY ANNEXATION
2016 UNILATERAL ANNEXATIONS**

DATE	ACTION/EVENT	LEGAL AUTHORITY
January 21, 2016	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings March 3, 2016 and March 17, 2016 ; 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 February 1, 2016	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
February 17, 2016** 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).
March 2, 2016** 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 <u>First Public Hearing.</u>)	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)
March 3, 2016*	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.
March 17, 2016*	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 April 7, 2016*	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.
April 21, 2016; 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.



City Of Leander, Texas

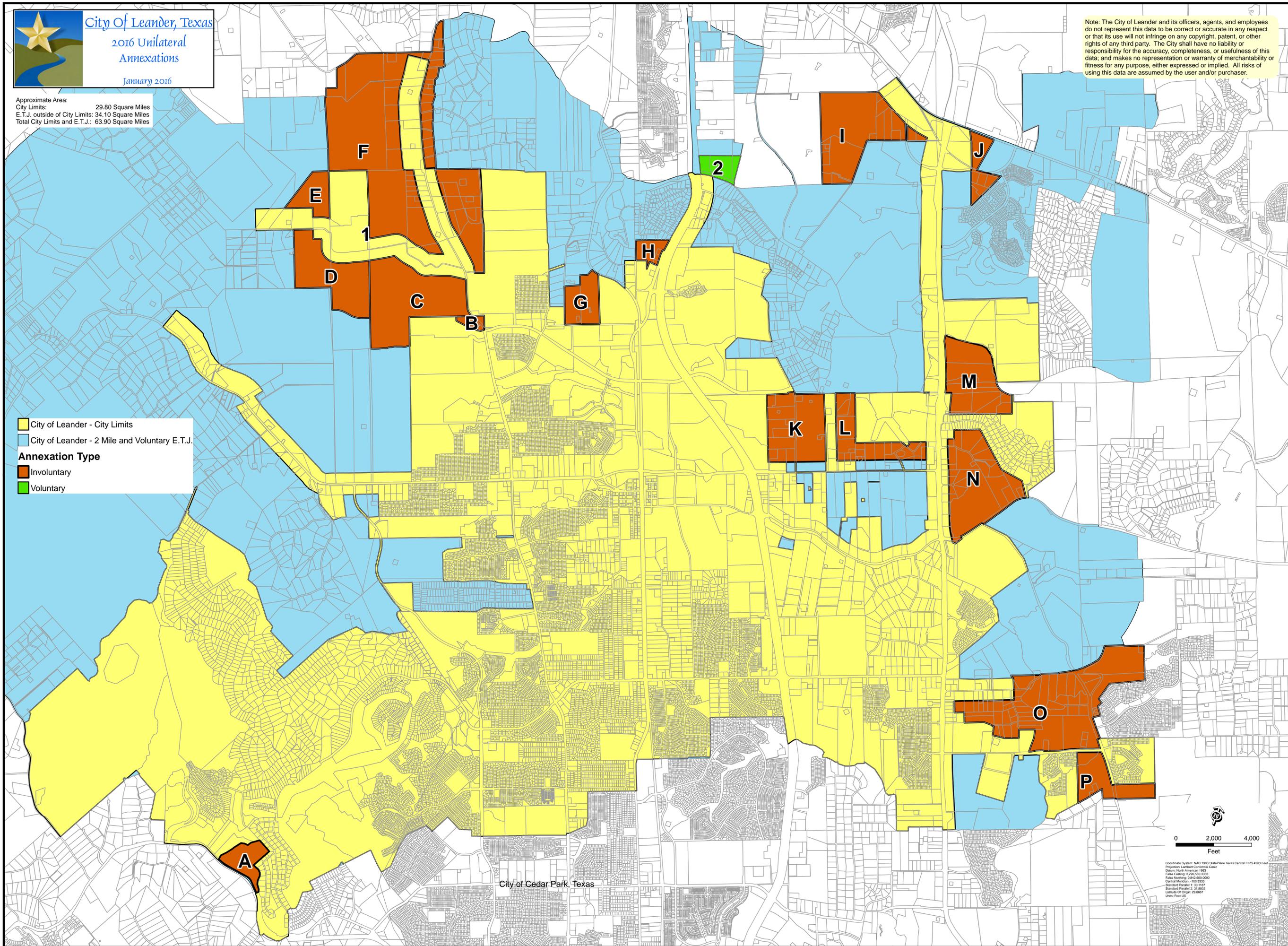
2016 Unilateral
Annexations

January 2016

Approximate Area:
City Limits: 29.80 Square Miles
E.T.J. outside of City Limits: 34.10 Square Miles
Total City Limits and E.T.J.: 63.90 Square Miles

Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.

- City of Leander - City Limits
 - City of Leander - 2 Mile and Voluntary E.T.J.
- Annexation Type**
- Involuntary
 - Voluntary



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet
 Projection: Lambert Conformal Conic
 Datum: North American 1983
 False Easting: 2,298,583.5355
 False Northing: 9,842,500.0000
 Central Meridian: -103.5133
 Standard Parallel 1: 31.1167
 Standard Parallel 2: 31.8833
 Latitude Of Origin: 29.6927
 Units: Foot US

2016 Involuntary Annexation Area Descriptions

Area A. All that certain parcel or tract of land containing 56.09 acres, more or less, located in Travis County, Texas, generally located north of RM 1431, and either side of Vista Rock Rd.

Area B. All that certain parcel or tract of land containing 15.36 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of W San Gabriel Pkwy.

Area C. All that certain parcel or tract of land containing 288.22 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, west of County Road 279 / Bagdad Rd.

Area D. All that certain parcel or tract of land containing 187.06 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, east of the Mesa Vista Estates subdivision.

Area E. All that certain parcel or tract of land containing 62.69 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, west of the Greatwood subdivision.

Area F. All that certain parcel or tract of land containing 840.28 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of County Road 280, south of County Road 281.

Area G. All that certain parcel or tract of land containing 76.49 acres, more or less, located in Williamson County, Texas, and generally located east of Oak Grove Rd, north of Heritage Grove Rd.

Area H. All that certain parcel or tract of land containing 29.92 acres, more or less, located in Williamson County, Texas, and generally located west of US 183, east of County Road 276, south of the High Gabriel West subdivision.

Area I. All that certain parcel or tract of land containing 268.72 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, west of Ronald W Reagan Blvd, either side of Kaufmann Loop, north and west of County Road 267.

Area J. All that certain parcel or tract of land containing 53.04 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, east of Ronald W Reagan Blvd, north of County Road 268.

Area K. All that certain parcel or tract of land containing 192.93 acres, more or less, located in Williamson County, Texas, and generally located either side of County Road 270, south of E San Gabriel Pkwy, north of Hero Way.

Area L. All that certain parcel or tract of land containing 124.03 acres, more or less, located in Williamson County, Texas, and generally located north of Hero Way, east of County Road 270, west of Ronald W Reagan Blvd, south and west of the Palmera Ridge subdivision.

Area M. All that certain parcel or tract of land containing 183.88 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of the South Fork of the San Gabriel River, north of the Reagans Overlook subdivision.

Area N. All that certain parcel or tract of land containing 262.58 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, north of RM 2243, south of the Reagans Overlook subdivision.

Area O. All that certain parcel or tract of land containing 468.05 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of County Road 176, north of Journey Pkwy, either side of County Road 175, west and north of the Parkside at Mayfield Ranch subdivision, including the remainder of the Valley View subdivision, the entire Creek Meadow Estates subdivision.

Area P. All that certain parcel or tract of land containing 98.42 acres, more or less, located in Williamson County, Texas, and generally located south of Journey Pkwy, north of the Stonehurst subdivision, either side of County Road 175, north of the Williamson County Regional Park, south of the Trails at Shady Oak / Borho subdivision.

**SCHEDULE FOR INVOLUNTARY ANNEXATION
2016 UNILATERAL ANNEXATIONS**

DATE	ACTION/EVENT	LEGAL AUTHORITY
January 21, 2016	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings March 3, 2016 and March 17, 2016 ; 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 February 1, 2016	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
February 17, 2016** 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).
March 2, 2016** 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 <u>First Public Hearing</u> .)	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)
March 3, 2016*	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.
March 17, 2016*	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 April 7, 2016*	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.
April 21, 2016; 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 	

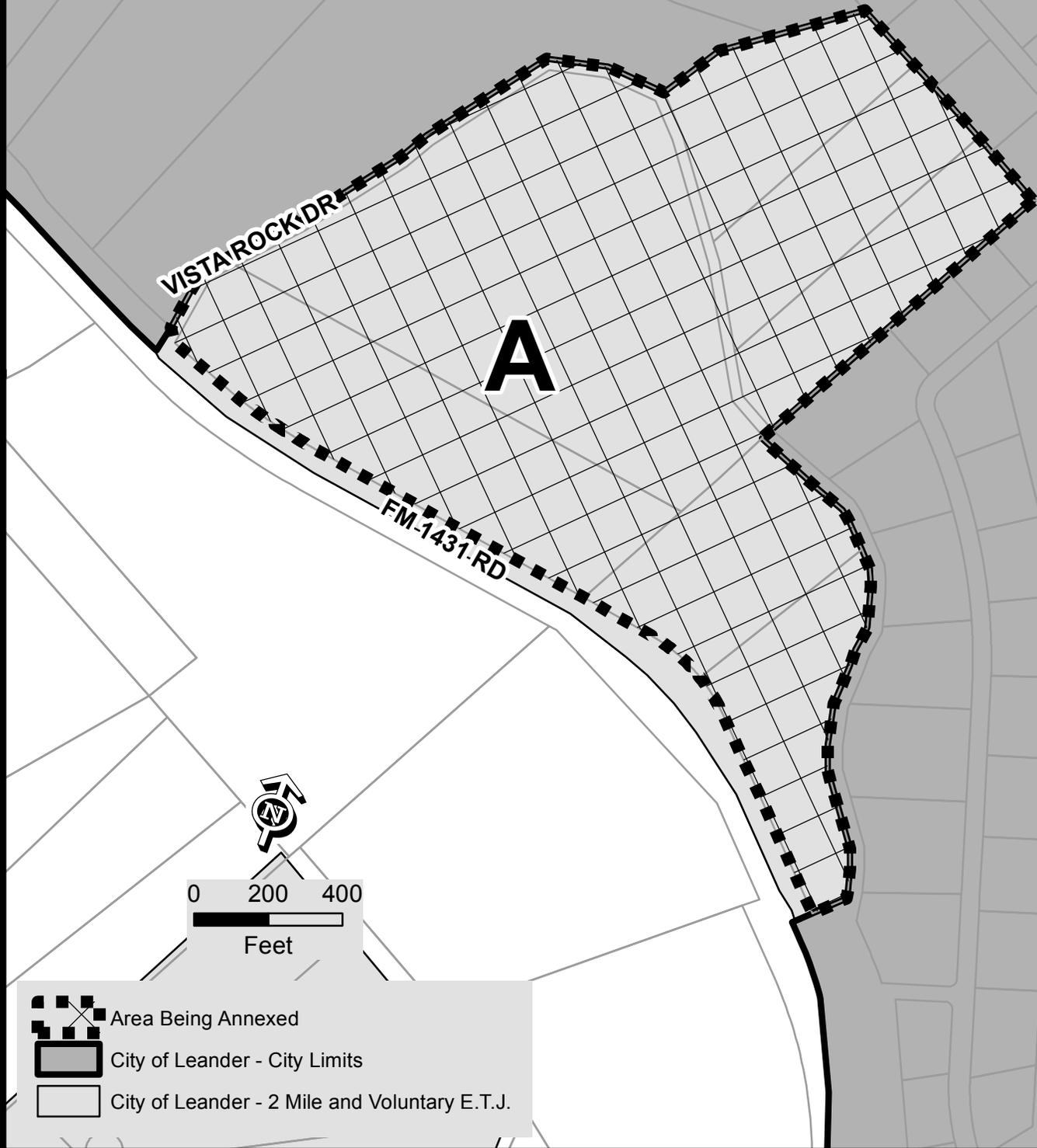
*Dates in **BOLD** are **MANDATORY** dates to follow this schedule. Please advise if deviation.

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

Area A. All that certain parcel or tract of land containing 56.09 acres, more or less, located in Travis County, Texas, generally located north of RM 1431, and either side of Vista Rock Rd.



City Of Leander, Texas
Proposed Annexation
Area A



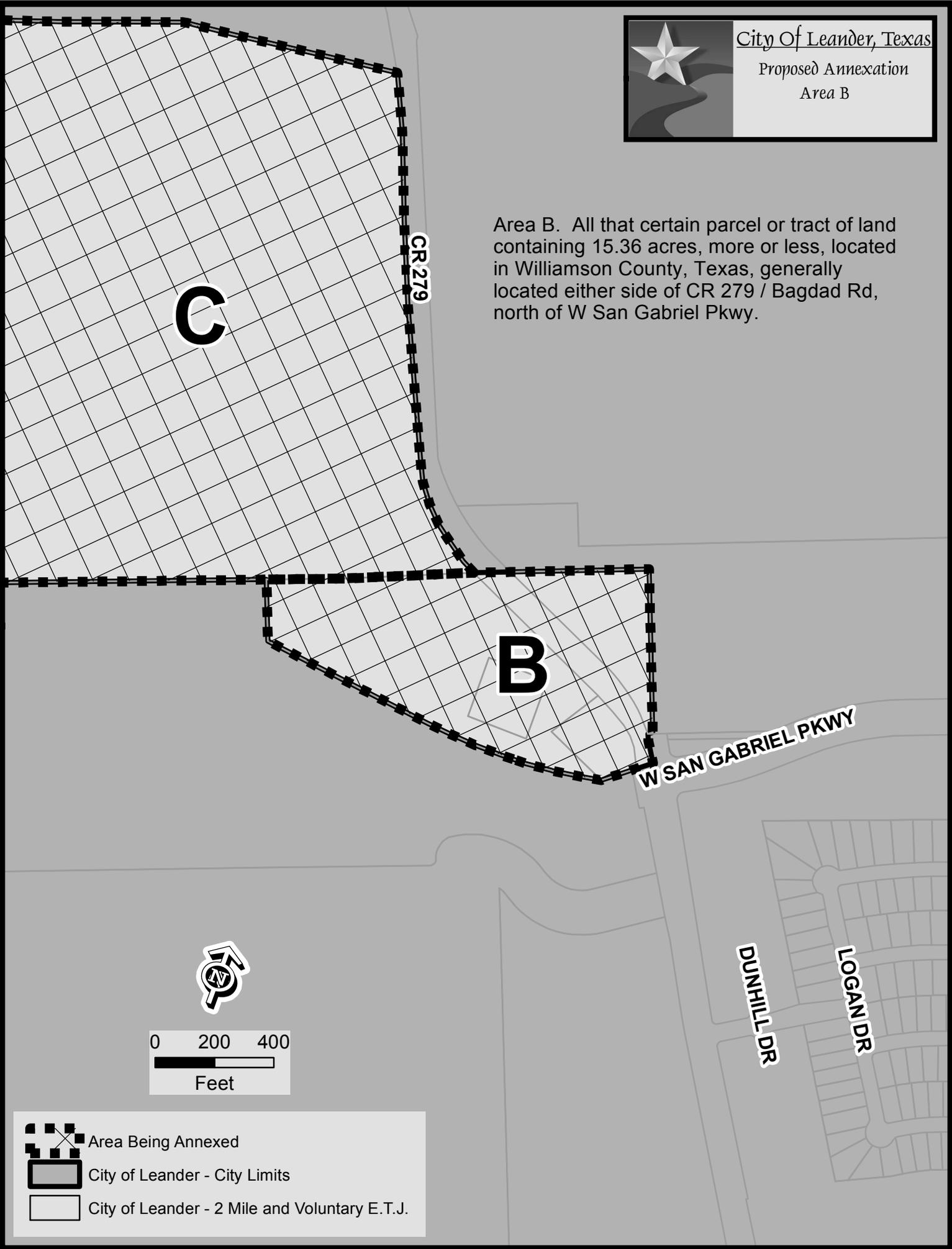


City Of Leander, Texas

Proposed Annexation

Area B

Area B. All that certain parcel or tract of land containing 15.36 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of W San Gabriel Pkwy.



C

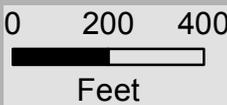
CR 279

B

W SAN GABRIEL PKWY

DUNHILL DR

LOGAN DR



-  Area Being Annexed
-  City of Leander - City Limits
-  City of Leander - 2 Mile and Voluntary E.T.J.

GREATWOOD TRL

1

F



City Of Leander, Texas
Proposed Annexation
Area C

CR 279

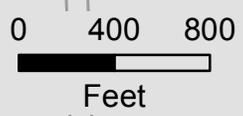
CR 280

D

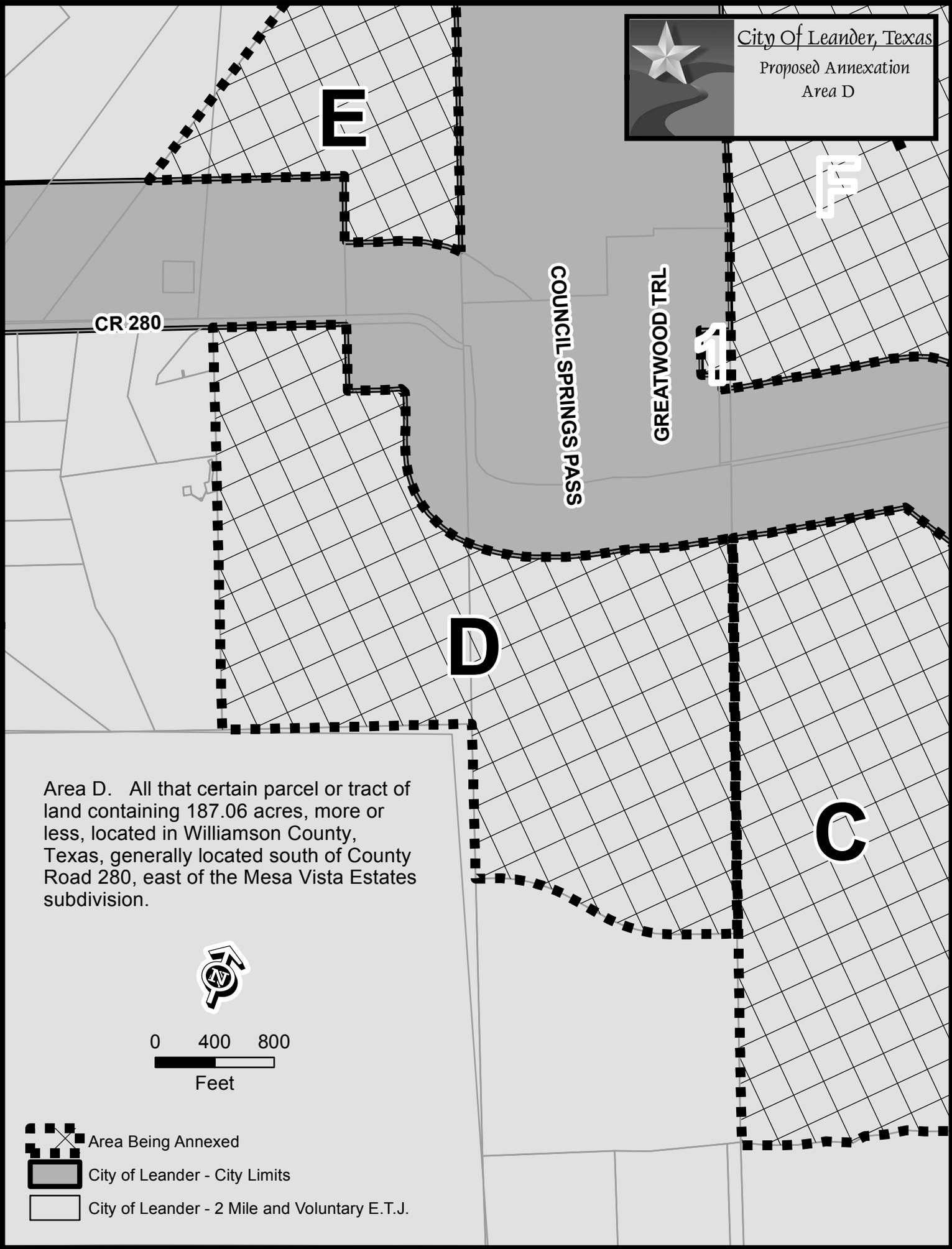
C

B

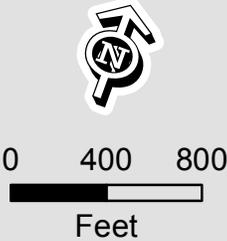
Area C. All that certain parcel or tract of land containing 288.22 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, west of County Road 279 / Bagdad Rd.



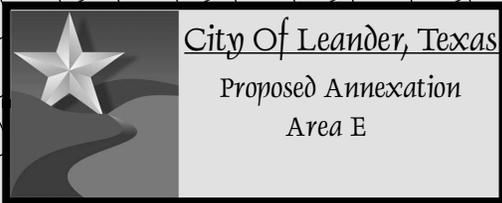
-  Area Being Annexed
-  City of Leander - City Limits
-  City of Leander - 2 Mile and Voluntary E.T.J.



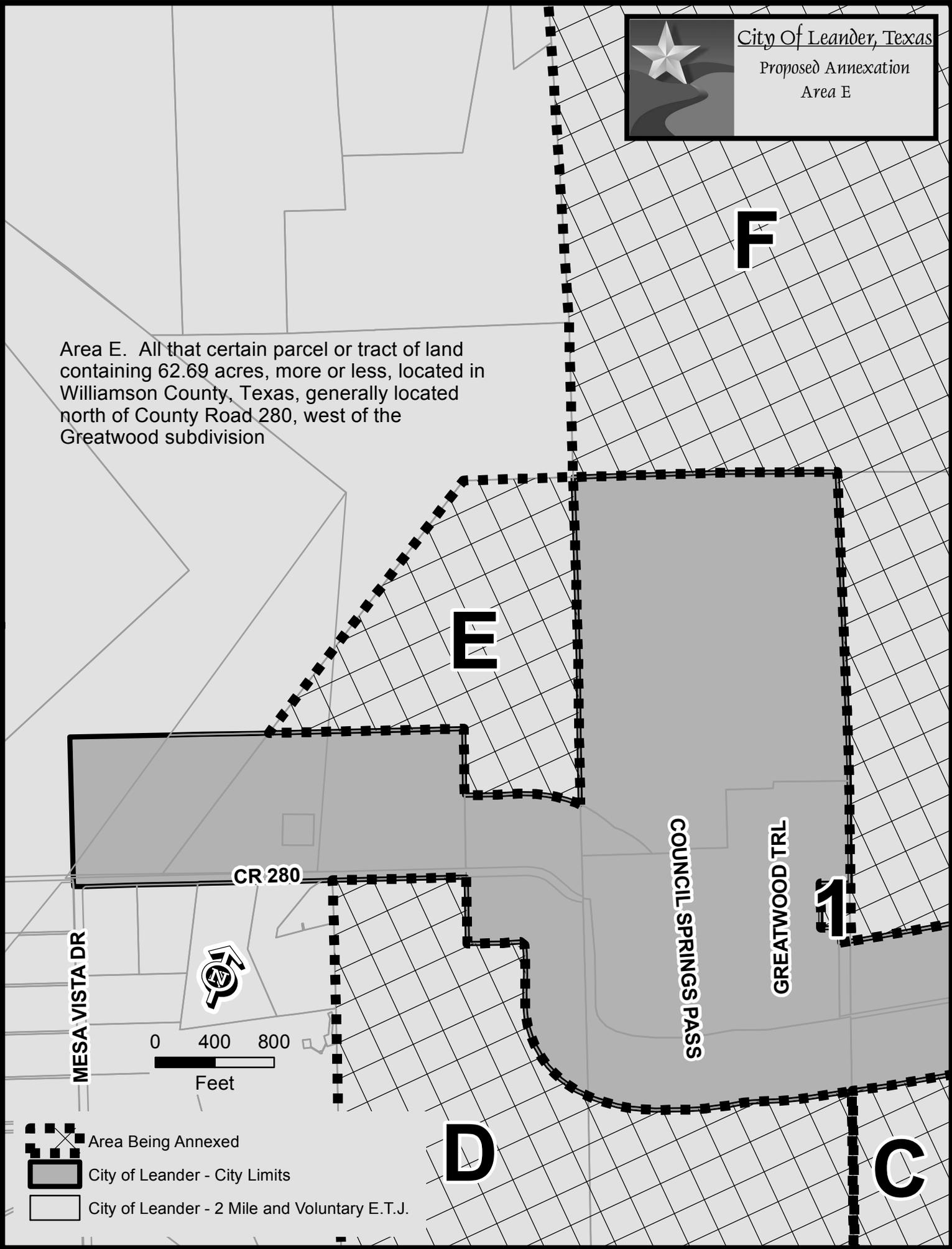
Area D. All that certain parcel or tract of land containing 187.06 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, east of the Mesa Vista Estates subdivision.



-  Area Being Annexed
-  City of Leander - City Limits
-  City of Leander - 2 Mile and Voluntary E.T.J.



Area E. All that certain parcel or tract of land containing 62.69 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, west of the Greatwood subdivision



MESA VISTA DR

CR 280

COUNCIL SPRINGS PASS

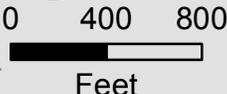
GREATWOOD TRL

E

F

D

C



-  Area Being Annexed
-  City of Leander - City Limits
-  City of Leander - 2 Mile and Voluntary E.T.J.

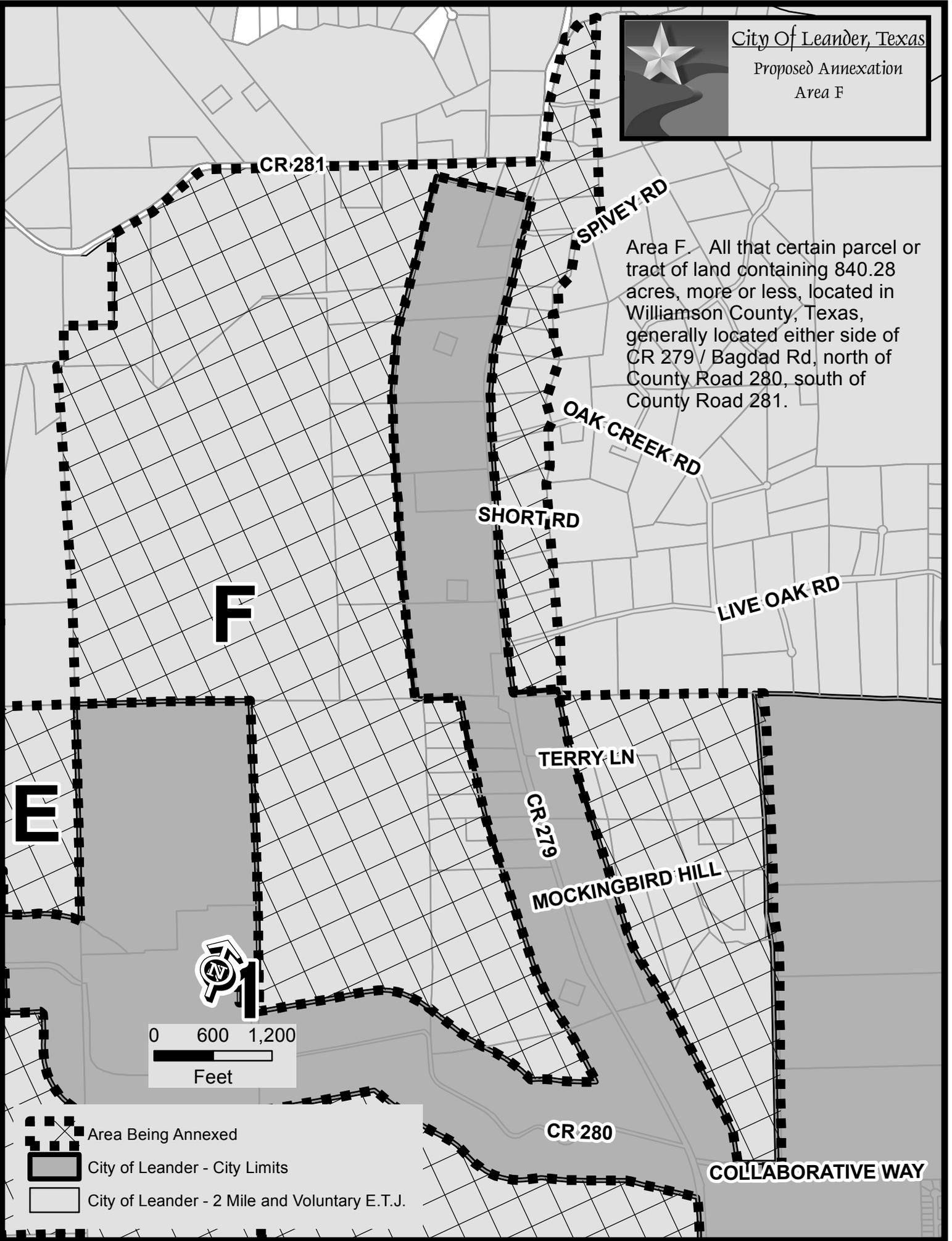


City Of Leander, Texas

Proposed Annexation

Area F

Area F. All that certain parcel or tract of land containing 840.28 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of County Road 280, south of County Road 281.



-  Area Being Annexed
-  City of Leander - City Limits
-  City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas

Proposed Annexation

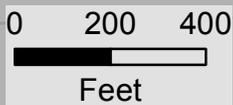
Area G

HALSEY DR

OAK GROVE RD

HERITAGE GROVE RD

G



Area G. All that certain parcel or tract of land containing 76.49 acres, more or less, located in Williamson County, Texas, and generally located east of Oak Grove Rd, north of Heritage Grove Rd.



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas

Proposed Annexation

Area H

PVR 949

SKYVIEW TER

BAR RYDER TRL

GLEN OAK LN

SIGNAL HILL DR

NORTH HILL CIR

US 183 SB

US 183 NB

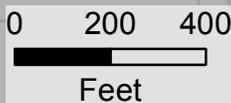
H

AMANDAS WAY

US 183

CR 276

Area H. All that certain parcel or tract of land containing 29.92 acres, more or less, located in Williamson County, Texas, and generally located west of US 183, east of County Road 276, south of the High Gabriel West subdivision



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.

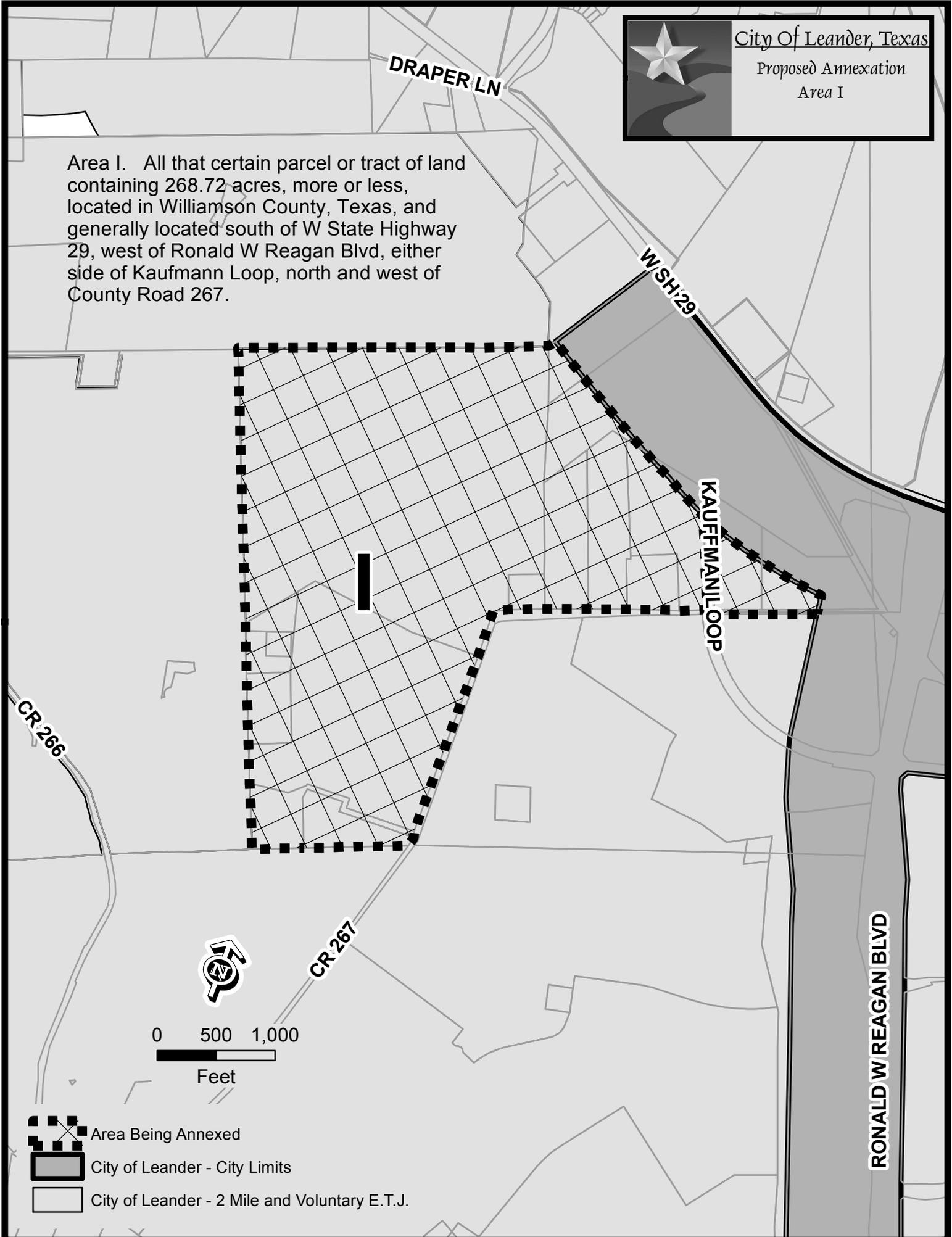


City Of Leander, Texas

Proposed Annexation

Area I

Area I. All that certain parcel or tract of land containing 268.72 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, west of Ronald W Reagan Blvd, either side of Kaufmann Loop, north and west of County Road 267.



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas

Proposed Annexation

Area J

RONALD W REAGAN BLVD

W SH 29

J

KAUFFMAN LOOP

PENNA LN

BONNET BLVD

Area J. All that certain parcel or tract of land containing 53.04 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, east of Ronald W Reagan Blvd, north of County Road 268.

ONALD W REAGAN BLVD

ICR 268

MAGONA TRL

RUFFINO LN

FLORENZ LN

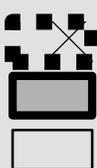
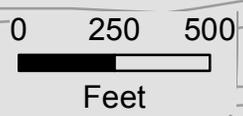
ARREZO LN

AMIATA CV

VIA DE SIENNA BLVD

CORTONA LN

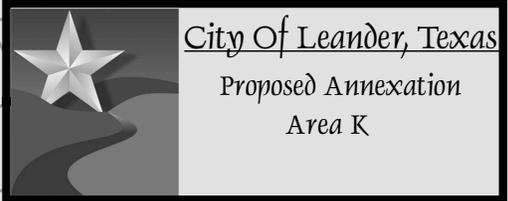
ADORNO LN



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



Area K. All that certain parcel or tract of land containing 192.93 acres, more or less, located in Williamson County, Texas, and generally located either side of County Road 270, south of E San Gabriel Pkwy, north of Hero Way.

E SAN GABRIEL PKWY

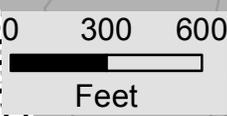
CR270

MIK

K

L

183A TOLL RD FR NB
183A TOLL RD SB
183A TOLL
183A TOLL
183A TOLL



HERO WAY

- Area Being Annexed
- City of Leander - City Limits
- City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas

Proposed Annexation

Area L

Area L. All that certain parcel or tract of land containing 124.03 acres, more or less, located in Williamson County, Texas, and generally located north of Hero Way, east of County Road 270, west of Ronald W Reagan Blvd, south and west of the Palmera Ridge subdivision

MIKES WAY

CR 274

RONALD W REAGAN

ISAIAS DR

CARRETERA DR

BELEN DR

AIRPORT DR

HERO WAY

RONALD W REAGAN BLVD

K

L



0 400 800



Feet



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas

Proposed Annexation

Area M

BRADLEY RANCH RD

Area M. All that certain parcel or tract of land containing 183.88 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of the South Fork of the San Gabriel River, north of the Reagans Overlook subdivision.

CR 274

RONALD W REAGAN BLVD

M

CARRETERA DR

VISTA HEIGHTS DR

ELM RIDGE DR

BELEN DR



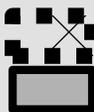
0 400 800

Feet

UNITY DR

N

BRANCH HOLW



Area Being Annexed



City of Leander - City Limits



City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas

Proposed Annexation

Area N

M

VISTA HEIGHTS DR

ELM RIDGE DR

UNITY DR

BRANCH HOLW

FLINTLOCK DR

CR 264

HERO WAY

RONALD W REAGAN BLVD

N

RM 2243



0 400 800

Feet

Area N. All that certain parcel or tract of land containing 262.58 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, north of RM 2243, south of the Reagans Overlook subdivision.

CR 175



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas

Proposed Annexation

Area O

Area O. All that certain parcel or tract of land containing 468.05 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of County Road 176, north of Journey Pkwy, either side of County Road 175, west and north of the Parkside at Mayfield Ranch subdivision, including the remainder of the Valley View subdivision, the entire Creek Meadow Estates subdivision.

BROME DR

CR 177

CR 176

O

CREEK MEADOW CV

VALLEY VIEW CIR

PARKSIDE PKWY

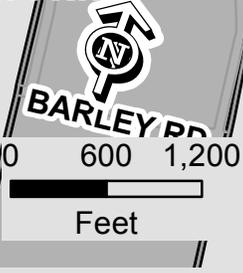
ABILENE LN

JOURNEY-PKWY

CR 175

JULIAN LN

BIG TREE TRL



P

MINERAL DR

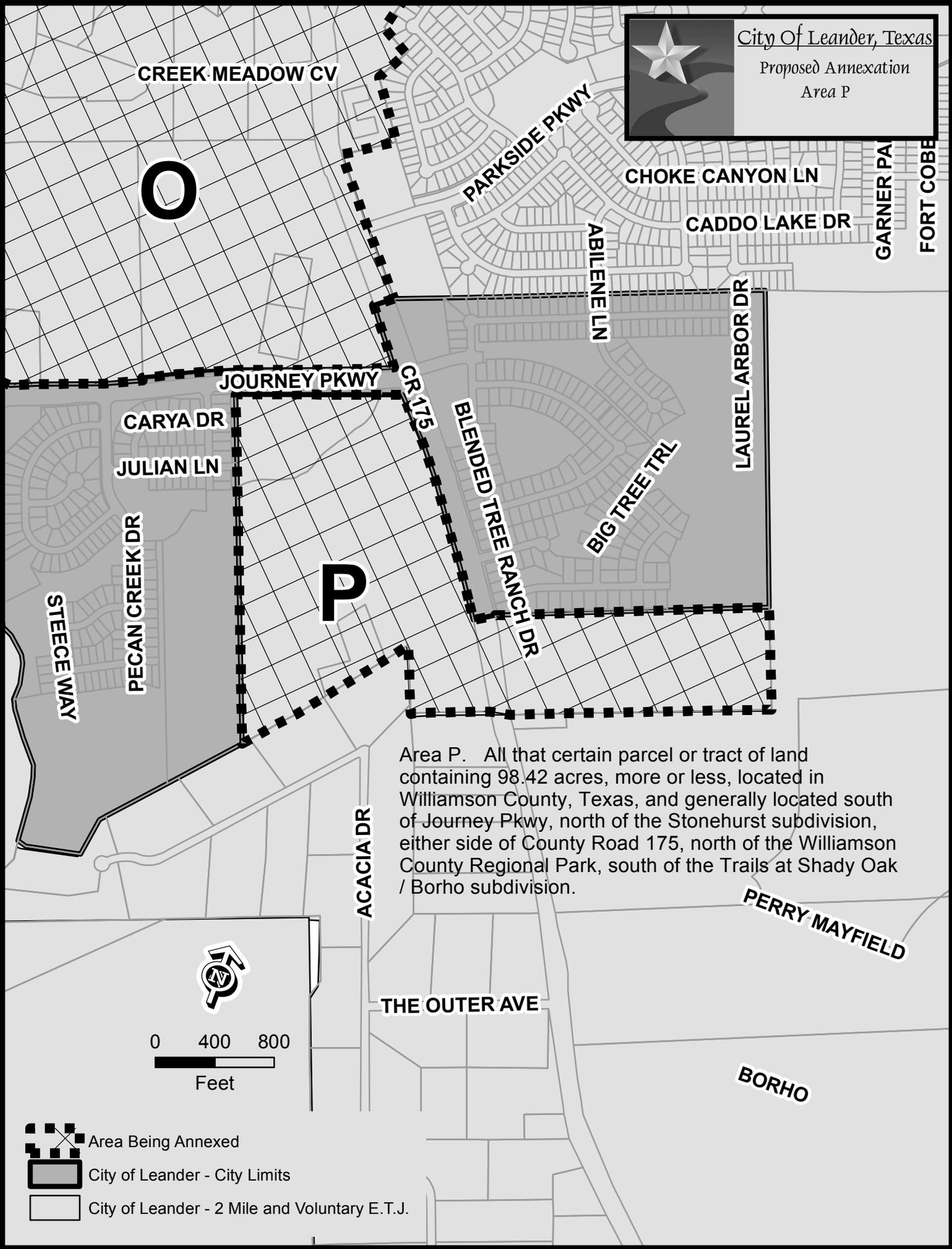
ACACIA DR



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



CREEK MEADOW CV

O

PARKSIDE PKWY

CHOKO CANYON LN

CADDO LAKE DR

GARNER PA
FORT COBE

ABILENE LN

LAUREL ARBOR DR

JOURNEY PKWY

CR 175

CARYA DR

JULIAN LN

BLENDED TREE RANCH DR

BIG TREE TRL

P

PECAN CREEK DR

STEECE WAY

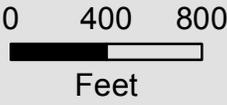
Area P. All that certain parcel or tract of land containing 98.42 acres, more or less, located in Williamson County, Texas, and generally located south of Journey Pkwy, north of the Stonehurst subdivision, either side of County Road 175, north of the Williamson County Regional Park, south of the Trails at Shady Oak / Borho subdivision.

ACACIA DR

PERRY MAYFIELD

THE OUTER AVE

BORHO



-  Area Being Annexed
-  City of Leander - City Limits
-  City of Leander - 2 Mile and Voluntary E.T.J.



Executive Summary

March 3, 2016

Agenda Subject: First Public Hearing on the annexation of 44.73 acres of land, more or less, including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits; and providing open meetings and other related matters.

Background: The resolution commencing the annexation of two tracts of land owned by the City was approved on January 21, 2016. One is a site on CR 280 that is used for an elevated water storage tank. The other is property on US 183 north of the South San Gabriel River that was purchased for future parkland development. The resolution set the two public hearings for March 3, 2016 and March 17, 2016. The first reading of the ordinance is scheduled for April 7, 2016 and the second and final reading is scheduled for April 21, 2016.

Origination: City of Leander

Recommendation: Staff recommends conducting the first public hearing.

Attachments:

1. Resolution
2. Exhibit A - Location map
3. Annexation Area Descriptions
4. Annexation schedule

Prepared by: Tom Yantis, AICP
Assistant City Manager

2/22/2016

RESOLUTION NO. 16-001-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF 44.73 ACRES OF LAND, MORE OR LESS, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; BEING LOCATED IN WILLIAMSON COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, (herein the “City”) is a Texas home-rule city authorized to annex the properties more particularly described herein (the “subject properties”) that are contiguous and adjacent to the corporate limits of the City;

WHEREAS, the subject properties are contiguous and adjacent to the corporate limits of the City and are within the extraterritorial jurisdiction of the City;

WHEREAS, the subject properties are comprised of two areas of land, each owned by the City;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov’t. Code*, and the City Charter, is authorized to annex the subject properties; and

WHEREAS, after review and consideration of the subject properties, the City Council finds that the subject properties are exempt from the City’s annexation plan pursuant to §43.052 (h)(1) of the *Tex. Loc. Gov’t. Code*;

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 annexations of all portions of the following-described subject properties and the abutting streets, roadways and rights-of-way, are hereby commenced:

- (1) Area 1. All that certain parcel or tract of land containing 1.55 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, east of the Greatwood subdivision, being generally known as the CR 280 Elevated Storage Tank site, being wholly owned by the City of Leander, and being more particularly described and shown in Exhibit “A” attached hereto.
- (2) Area 2. All that certain parcel or tract of land containing 43.18 acres, more or less, located in Williamson County, Texas, generally located east of US 183, north of the South Fork of the San Gabriel River, being generally known as the San Gabriel River Park site, being wholly owned by the City

of Leander, and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of March 3, 2016 and March 17, 2016. Notice of such hearings shall be published in accordance with Chapter 43, Texas Local Government Code, and the hearings shall be open to the public to accept public comment on the annexation request. Notice of the proposed annexation shall be mailed to service providers and to property owners within the subject properties. The draft service plan proposed to be applicable for the subject properties is attached as Exhibit "B".

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 21st day of January, 2016.

ATTEST:


Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

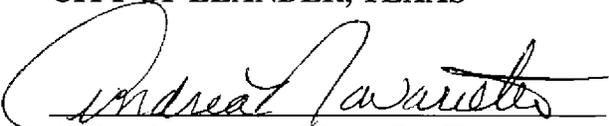

Andrea Navarrette, Mayor Pro Tem



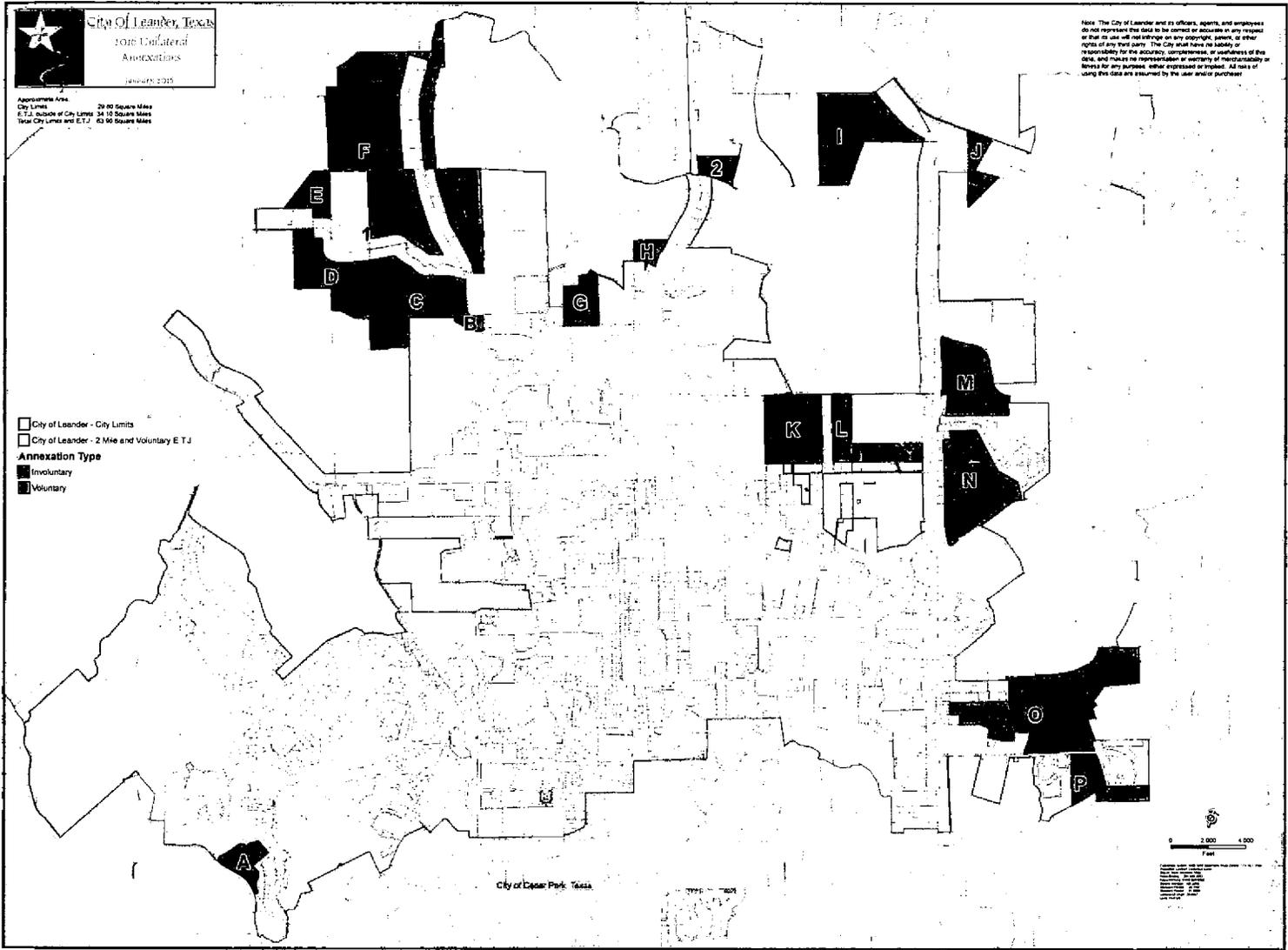
EXHIBIT “A”



Approximate Area:
City Limits: 29.88 Square Miles
E.T.J. outside of City Limits: 34.10 Square Miles
Total City Limits and E.T.J.: 63.98 Square Miles

- City of Leander - City Limits
- City of Leander - 2 Mile and Voluntary E.T.J.
- Annexation Type**
- Involuntary
- Voluntary

Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data, and makes no representation or warranty of MERCHANTABILITY or FITNESS for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.



City of Deep Park, Texas

EXHIBIT “B”

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

WHEREAS, the City of Leander, Texas (the “City”) instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject properties”);

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

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

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject properties 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 properties into the City.

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

(1) **General Municipal Services.** The subject properties are located within the City’s extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to 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 regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:

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 in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't. Code. 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 preexisting 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 property's owner requests and is able to connect to a water service provider.

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't Code. 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 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 preexisting 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's owner requests and is able to connect to wastewater service.

C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:

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

(ii) Routine maintenance as presently performed by the City;

(iii) 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;

(iv) 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

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners 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 properties 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 descriptions of the subject properties are as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**SCHEDULE FOR INVOLUNTARY ANNEXATION
2016 UNILATERAL ANNEXATIONS**

DATE	ACTION/EVENT	LEGAL AUTHORITY
January 21, 2016	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings March 3, 2016 and March 17, 2016 ; 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 February 1, 2016	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
February 17, 2016** 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).
March 2, 2016** 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 <u>First Public Hearing.</u>)	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)
March 3, 2016*	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.
March 17, 2016*	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 April 7, 2016*	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.
April 21, 2016; 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.



City Of Leander, Texas

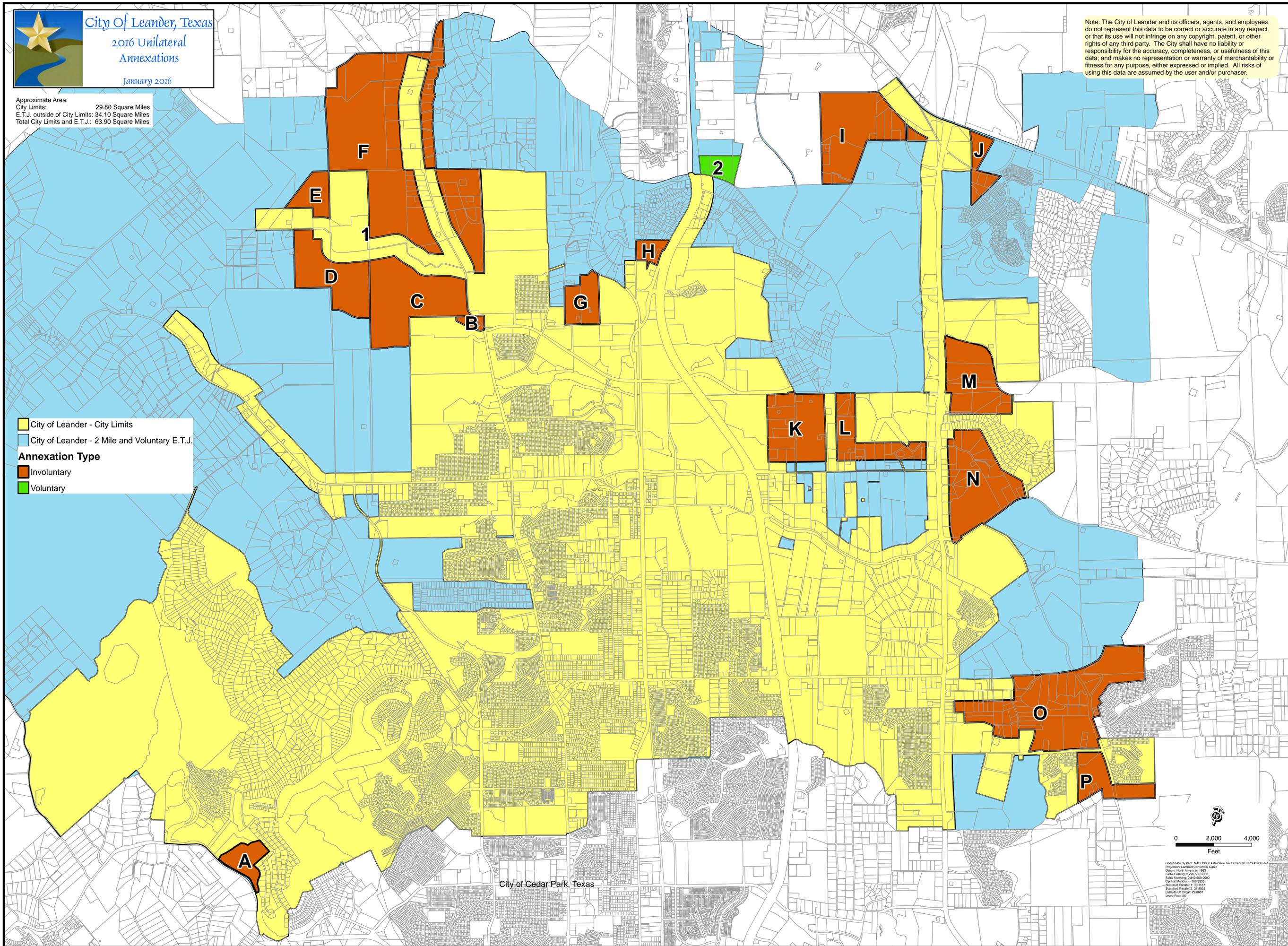
2016 Unilateral
Annexations

January 2016

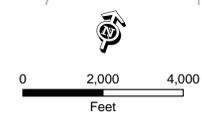
Approximate Area:
City Limits: 29.80 Square Miles
E.T.J. outside of City Limits: 34.10 Square Miles
Total City Limits and E.T.J.: 63.90 Square Miles

Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.

- City of Leander - City Limits
 - City of Leander - 2 Mile and Voluntary E.T.J.
- Annexation Type**
- Involuntary
 - Voluntary



City of Cedar Park, Texas



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet
 Projection: Lambert Conformal Conic
 Datum: North American 1983
 False Easting: 2,298,583.5355
 False Northing: 9,842,500.0000
 Central Meridian: -103.5133
 Standard Parallel 1: 31.1167
 Standard Parallel 2: 31.8833
 Latitude Of Origin: 29.6927
 Units: Foot US

2016 City Property Annexation Area Descriptions

Area 1. All that certain parcel or tract of land containing 1.55 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, east of the Greatwood subdivision, being generally known as the CR 280 Elevated Storage Tank site, being wholly owned by the City of Leander.

Area 2. All that certain parcel or tract of land containing 43.18 acres, more or less, located in Williamson County, Texas, generally located east of US 183, north of the South Fork of the San Gabriel River, being generally known as the San Gabriel River Park site, being wholly owned by the City of Leander.

**SCHEDULE FOR INVOLUNTARY ANNEXATION
2016 UNILATERAL ANNEXATIONS**

DATE	ACTION/EVENT	LEGAL AUTHORITY
January 21, 2016	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings March 3, 2016 and March 17, 2016 ; 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 February 1, 2016	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
February 17, 2016** 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).
March 2, 2016** 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 <u>First Public Hearing</u> .)	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)
March 3, 2016*	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.
March 17, 2016*	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 April 7, 2016*	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.
April 21, 2016; 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.



City Of Leander, Texas

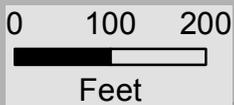
Proposed Annexation

Area I

GREATWOOD TRL

F

1



CR 280



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas

Proposed Annexation

Exhibit A

US 183

RIVER RUN

US 183 NB

2

US 183 SB



0 200 400



Feet

SOUTH GABRIEL DR

ARROYO CIR



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



Executive Summary

March 3, 2016

Agenda Subject: Consideration and possible action to approve annexation development agreements under Section 43.035, Texas Local Government Code, Between the City of Leander and each of the following property owners:

- a. Alley, Richard A.
- b. Barton, TM and Peggy Stephens
- c. Borho, Curtis C.
- d. Champion, Emogene
- e. Crawford, Joseph and Betty
- f. Dipprey, Virginia and Ronald
- g. McArthur, Jeanette
- h. Miller, Larry and Leslie
- i. Mize, Michael and Carolyn
- j. MJAG Partnership
- k. Ronan, Nathan S. and Lisa A.
- l. Velchoff, James and Deborah
- m. Williams, William Edward III
- n. Williams, William Edward III and Deborah A. Wicker

Background: The City of Leander has initiated the involuntary annexation of several areas. If a property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E, Chapter 23, Tax Code, the property owner is eligible to negotiate and enter a development agreement with the City prior to the completion of the annexation proceedings. The development agreement provides for the continuation of the extraterritorial jurisdiction status of the land and authorizes the City to enforce all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or

timber. The land will be annexed upon the end of the term of the agreement or upon the change of use of the land.

Origination: City of Leander

**Financial
Consideration:** None

Recommendation: Staff recommends approval of the agreements.

Attachments: 1. Agreements

Prepared By: Tom Yantis, AICP
Assistant City Manager

02/22/2016

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Richard A. Alley
4096 County Road 406
Buckholts, TX 76518

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2016.

Owner (s)



Printed Name: Richard A Alley

City of Leander, Texas

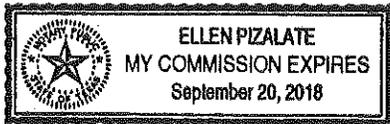
Chris Fielder, Mayor

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Richard A Alley, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23rd day of February, 2016.

Ellen Pizalate
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

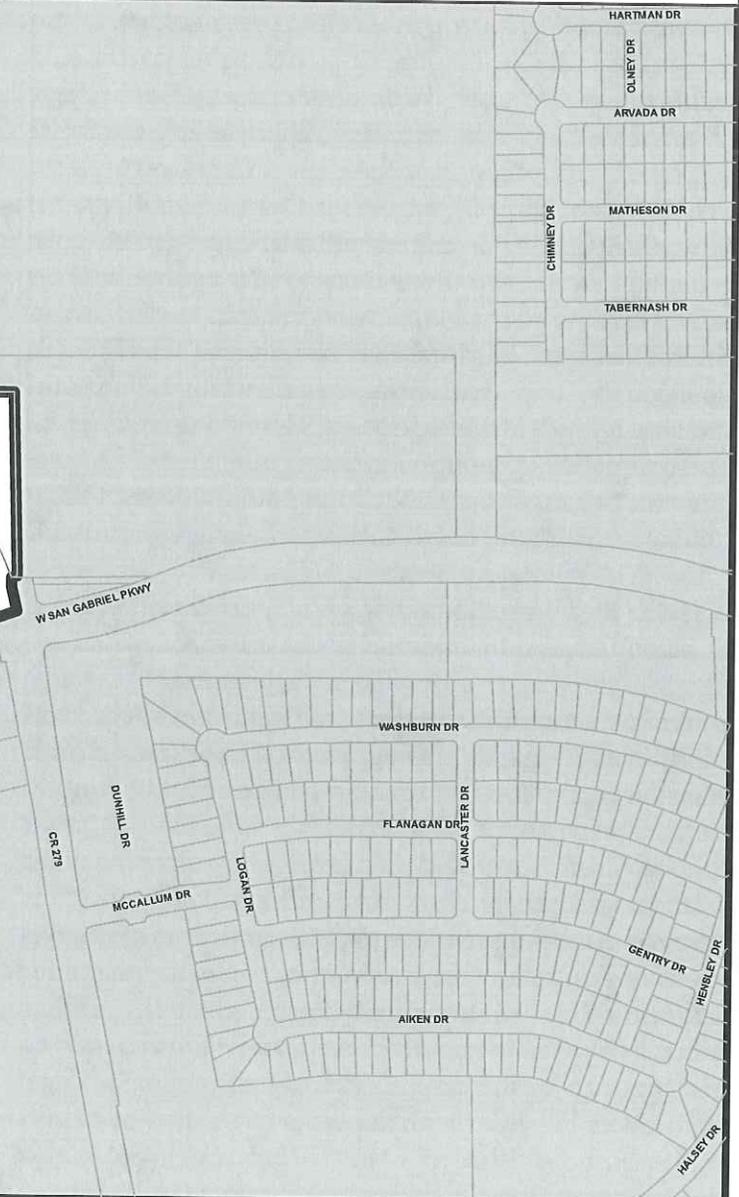
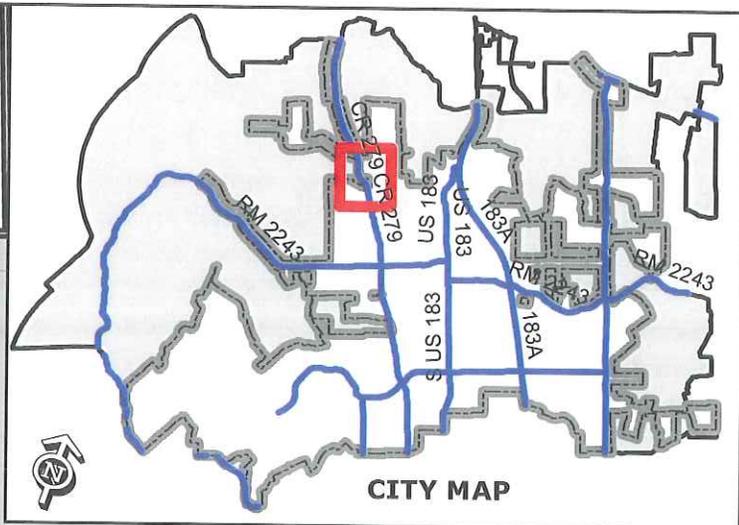
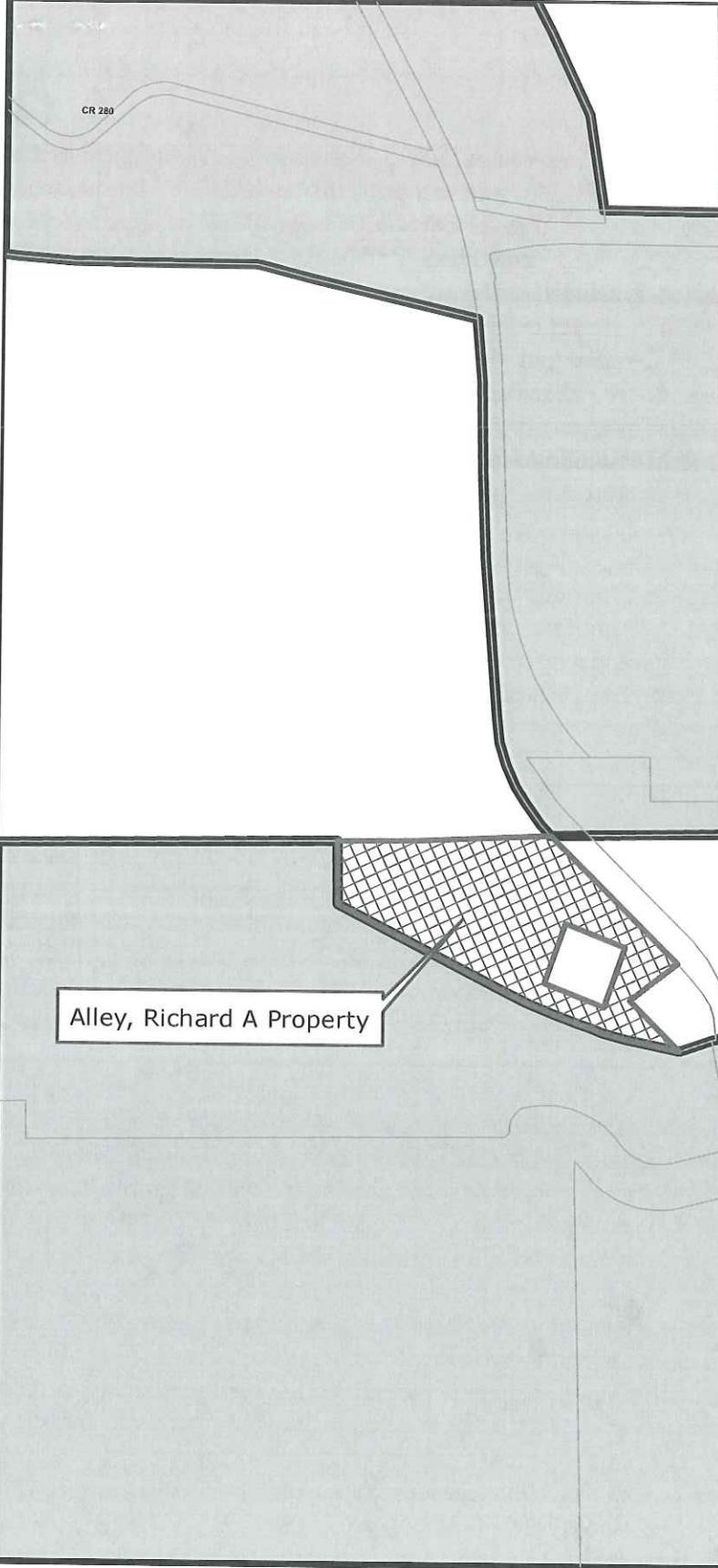
BEFORE ME the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2016.

Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

A parcel of land being 9.10 acres, more or less, out of AW0134 C. Cochran Survey, WCAD Parcel R031632, Williamson County Texas, said property being more particularly described in Instrument #1998057034 filed in the Official Public Records of Williamson County, Texas..

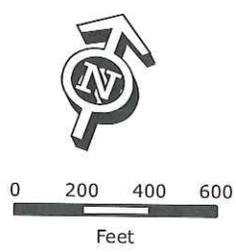


Alley, Richard A Property

EXHIBIT A

Alley, Richard A

-  Alley, Richard A
-  City Limits



PROPERTY DESCRIPTION - R031632

9.10 acres out of AW0134 C. Cochran Survey, Williamson County Texas, said property being more particularly described in Instrument #1998057034 filed in the Official Public Records of Williamson County, Texas.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

TM Barton Estate and Peggy Stephens and et al
C/O Peggy Stephens
33 County Road 281
Leander, TX 78641

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall

be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

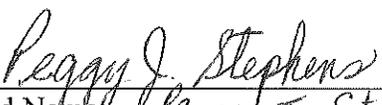
Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2016.

Owner (s)


Printed Name: Peggy J. Stephens

Printed Name: _____

City of Leander, Texas

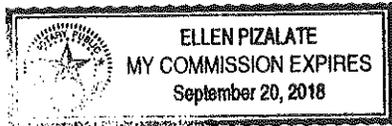
Chris Fielder, Mayor

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Peggy J Stephens, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12th day of February, 2016.

Ellen Pizalate
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document 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 _____, 2016.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

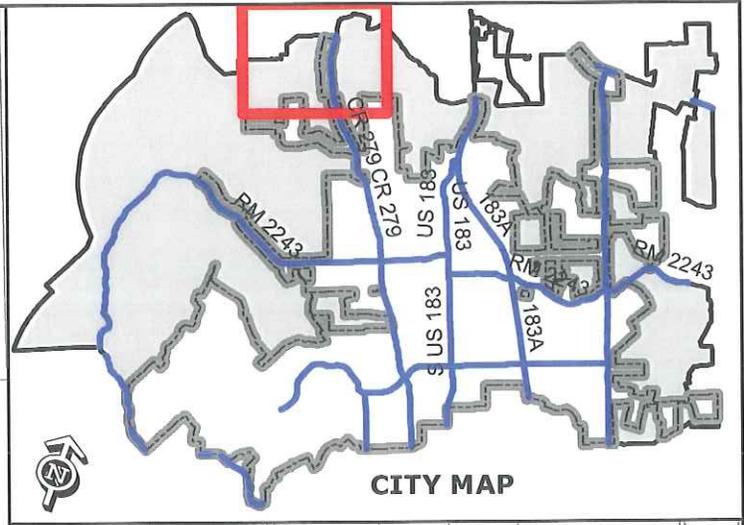
BEFORE ME the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2016.

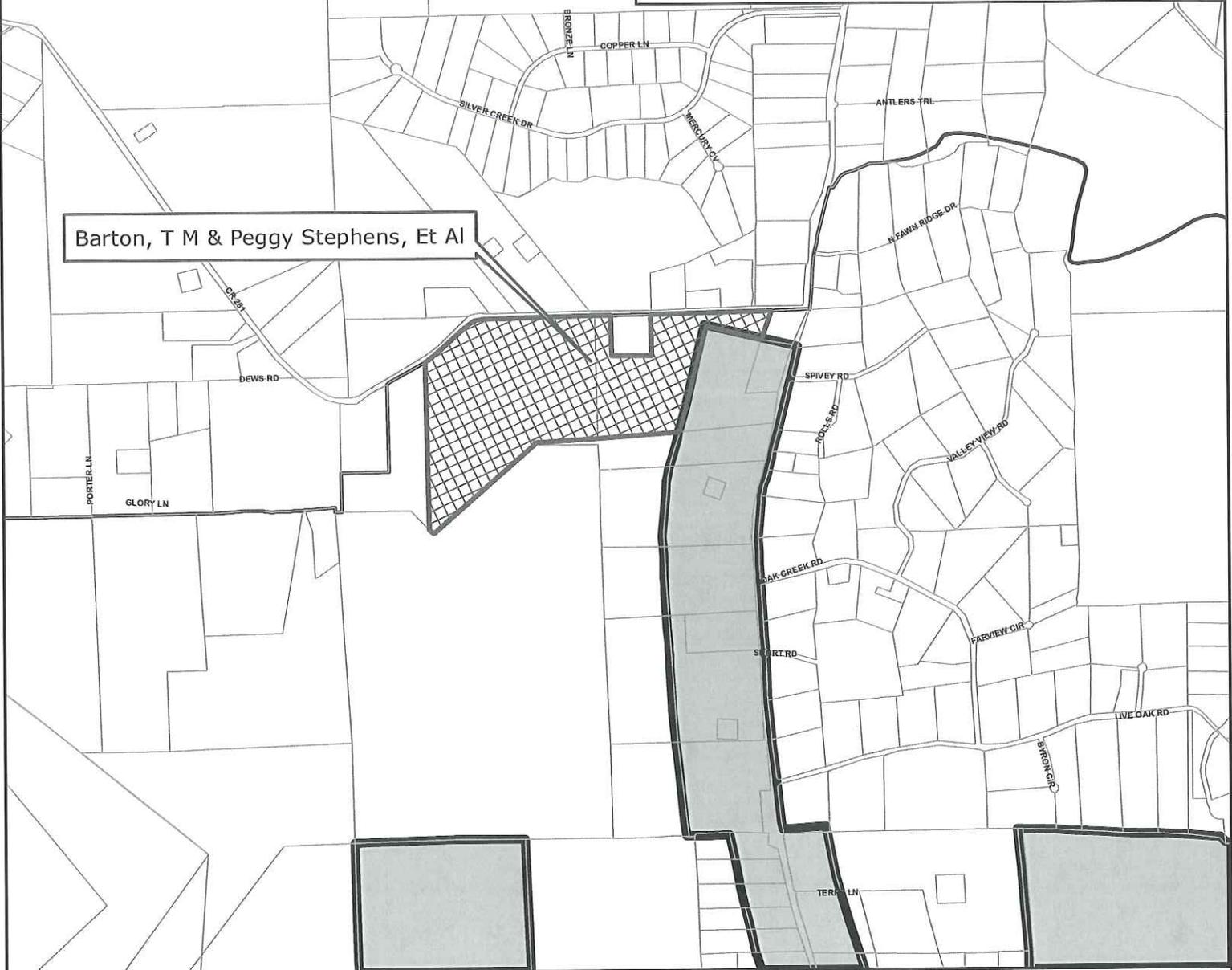
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

Multiple parcels of land being 64.92 acres, more or less, out of AW0508 B.O. Payne Survey, and 33.71 acres, more or less, out of the AW0576 J. F. Smith Survey, WCAD Parcels R022739 and R022918, Williamson County Texas, said property being more particularly described in Instrument #2010016410 filed in the Official Public Records of Williamson County, Texas.



CITY MAP



Barton, T M & Peggy Stephens, Et Al

EXHIBIT A

Barton, T M Est & Peggy Stephens & Et Al

-  Barton, T M Est & Peggy Stephens Et Al
-  City Limits



PROPERTY DESCRIPTION - R022739 & R022918

64.92 acres out of AW0508 B.O. Payne Survey, and 33.71 acres out of the AW0576 J. F. Smith Survey, Williamson County Texas, said property being more particularly described in Instrument #2010016410 filed in the Official Public Records of Williamson County, Texas.

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Curtis C. Borho
2151 County Road 175
Leander, TX 78641

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2016.

Owner



Printed Name: Curtis C. Berho

City of Leander, Texas

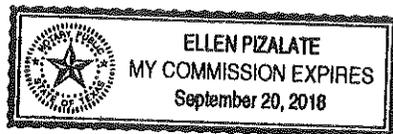
Chris Fielder, Mayor

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared
Curtis C Bocho, Owner of the
Property, and acknowledged that s/he is fully authorized to execute the foregoing document and
that s/he executed such document for the purposes and consideration therein expressed and in the
capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11th day of
February, 2016.

Ellen Pizalate
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document 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 _____, 2016.

Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

Multiple parcels of land being 82.6642 acres, more or less, out of AW0122 A. Carr Survey and 58 acres, more or less, out of AW0504 J. S. Patterson Survey, WCAD Parcels R031536, R031542, and R032270, Williamson County Texas, said property being more particularly described in Instrument #19759958DR and #1994028181 filed in the Official Public Records of Williamson County, Texas.

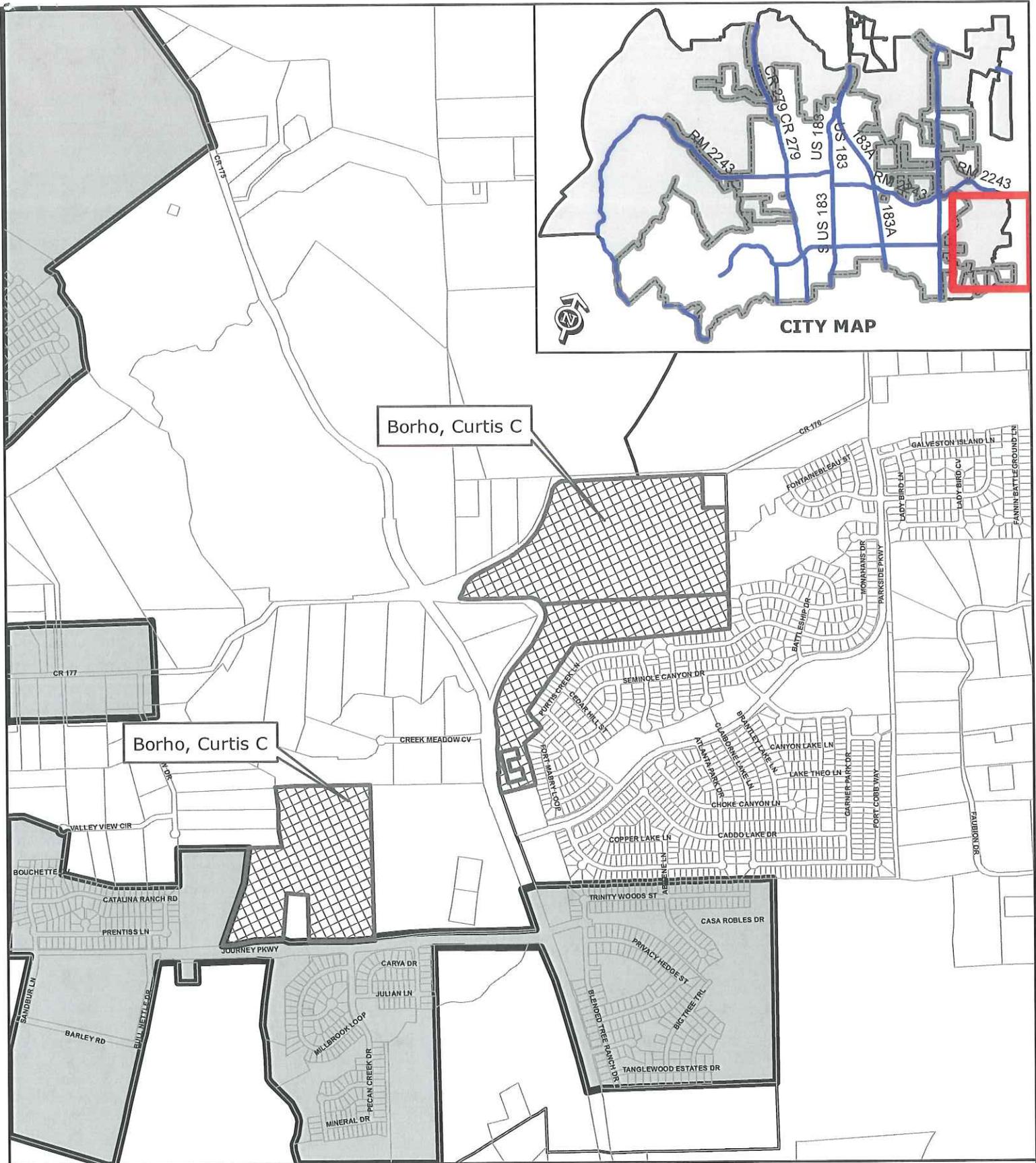


EXHIBIT A

Borho, Curtis C

-  Borho, Curtis C
-  City Limits



PROPERTY DESCRIPTION - R031536, R031542, & R032270

82.6642 acres out of AW0122 A. Carr Survey and 58 acres out of AW0504 J. S. Patterson Survey Williamson County Texas, said property being more particularly described in Instrument #19759958DR and #1994028181 filed in the Official Public Records of Williamson County, Texas.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Emogene Champion (Individual and as Trustee)
P.O. Box 266
Leander, TX 78646

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2016.

Owner (s)

EMOGENE CHAMPION
By: John A. Kirkpatrick, Guardian

Printed Name: JOHN A. KIRKPATRICK, GUARDIAN

ALBERT RAYMOND (HARDY EXEMPTION EQUIVALENT) TRUST
By: John A. Kirkpatrick, Trustee

Printed Name: JOHN A. KIRKPATRICK, TRUSTEE

By: Edward A. Kirkpatrick, Trustee
City of Leander, Texas

be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this 9 day of Feb, 2016.

Owner (s)

 Trustee

Printed Name: Edward A. Kirkpatrick Trustee

Printed Name: _____

City of Leander, Texas

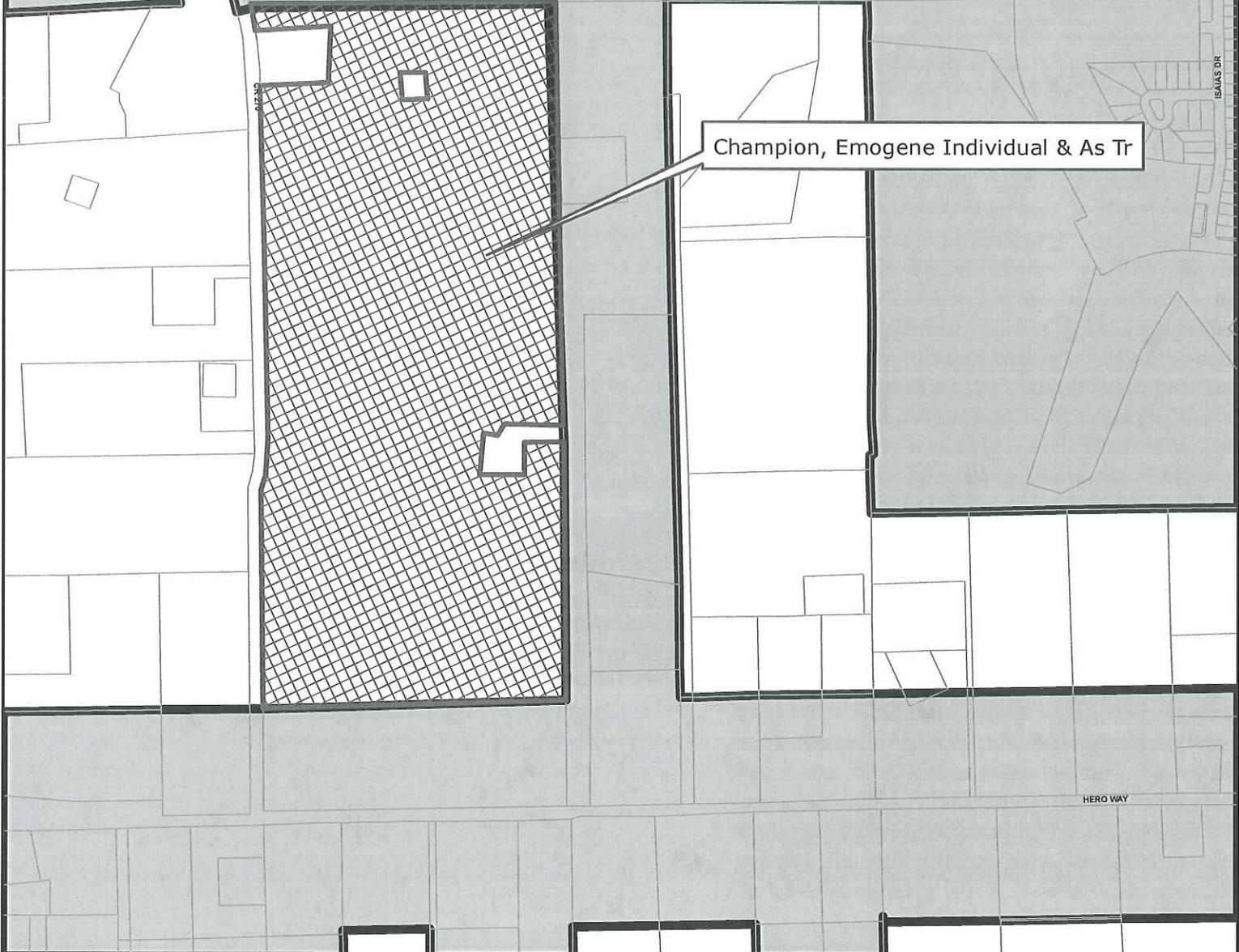
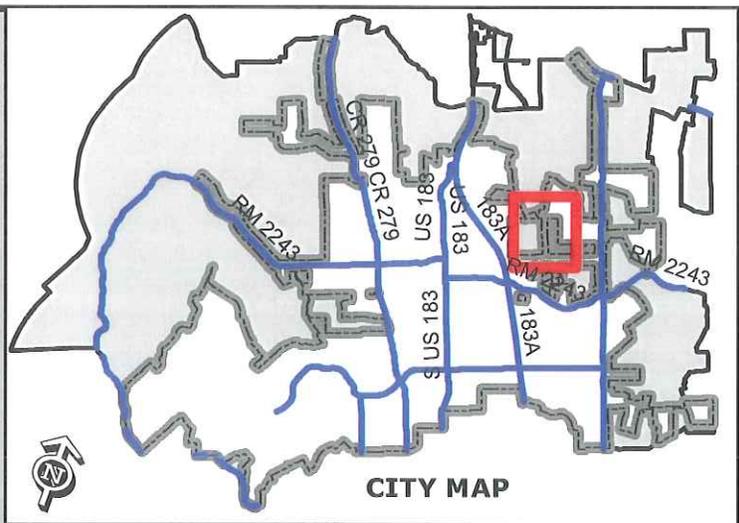
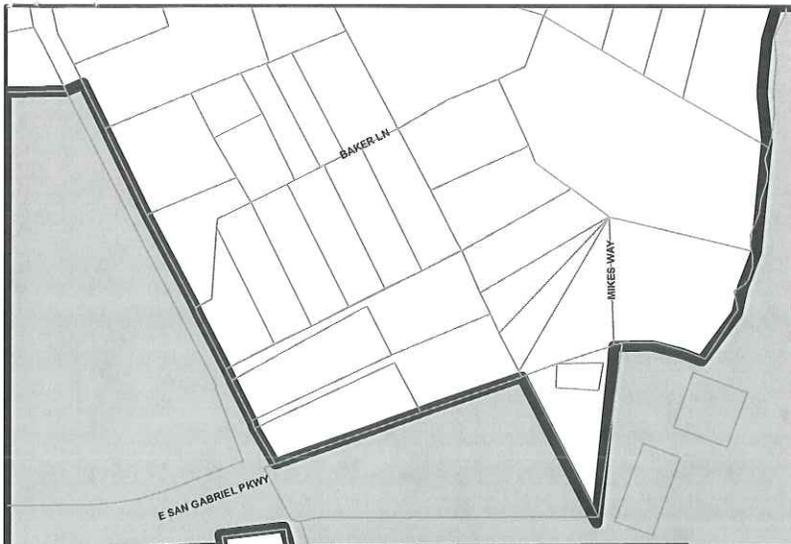
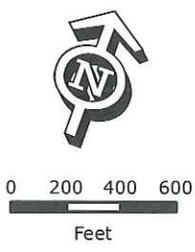


EXHIBIT A

Champion, Emogene Individual & As Trustee

-  Champion, Emogene Indiv & As Tr
-  City Limits



PROPERTY DESCRIPTION - R031580

106.648 acres out of AW0125 T. Chambers Survey Williamson County Texas, said property being more particularly described in Instrument #2008083902 filed in the Official Public Records of Williamson County, Texas.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date. Owner shall have the option to extend this Agreement for two (2) additional, five (5) year terms by providing written notice to the City not sooner than ninety (90) days prior to the expiration of the then current Term. Should this Agreement be extended, the terms and conditions of this Agreement shall govern any such extensions unless modified in writing by the parties.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Joseph V. and Betty D. Crawford
901 High Lonesome Trail
Leander, TX 78641

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been

authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

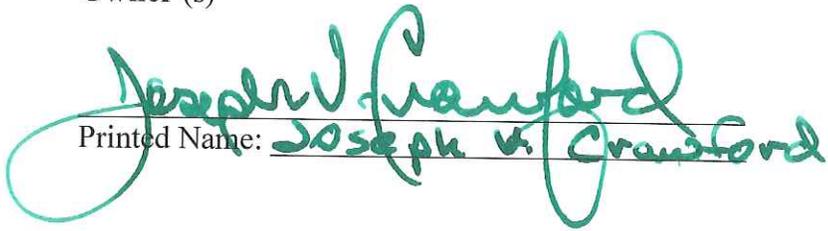
Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2016.

Owner (s)

Printed Name: 

JOSEPH V. CRAWFORD

Betty D. Crawford
Printed Name: BETTY D. CRAWFORD

City of Leander, Texas

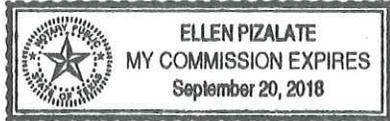
Chris Fielder, Mayor

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Joseph V Crawford, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of February, 2016.

Ellen Pizalate
Notary Public - State of Texas

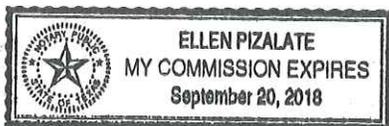


STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Betty O. Crawford, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of February, 2016.

Ellen Pizalate
Notary Public - State of Texas

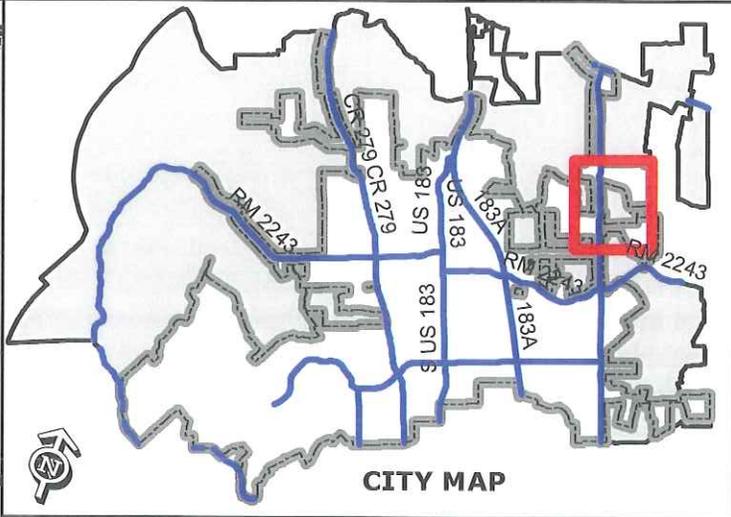
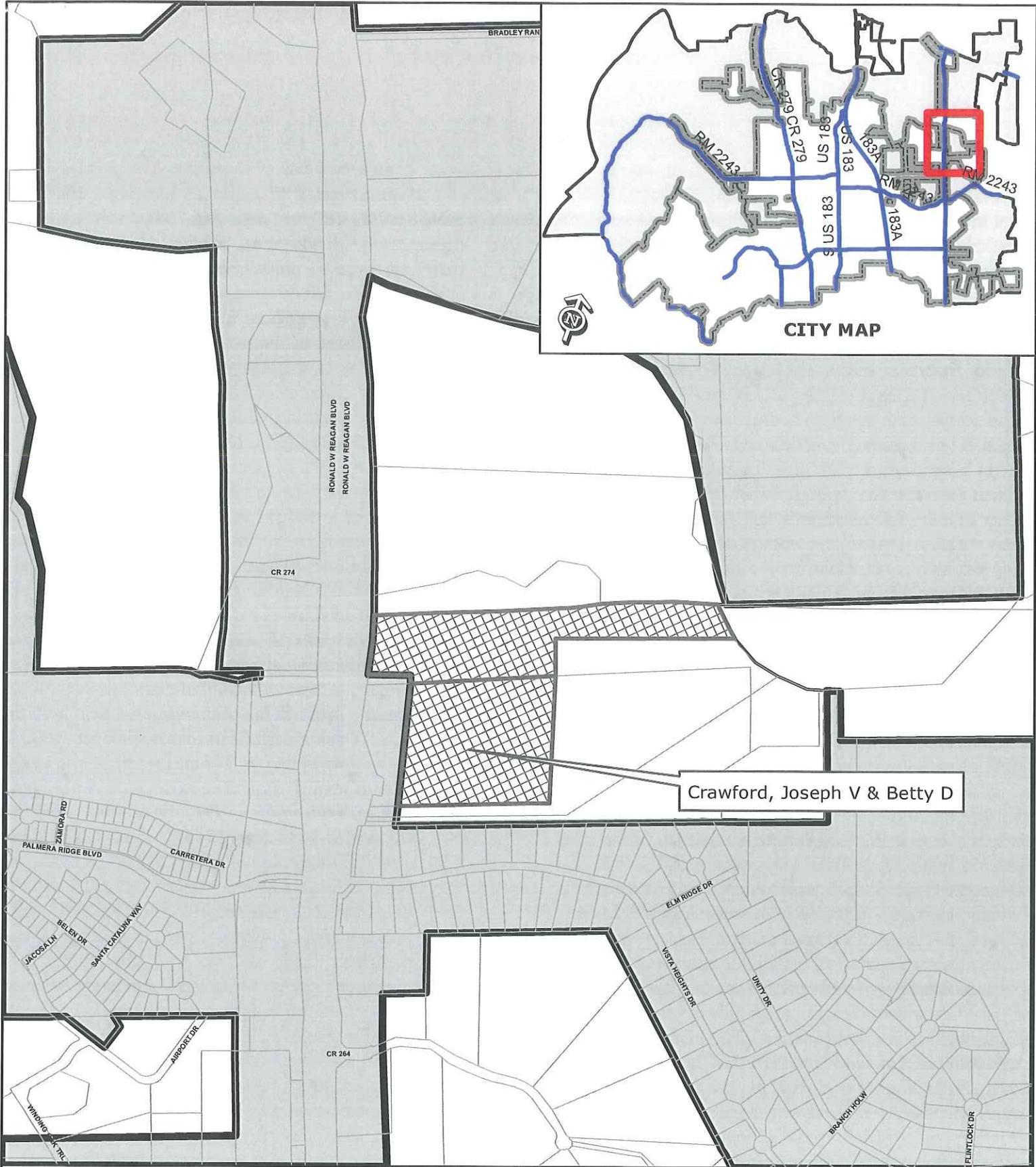


STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document 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 _____, 2016.

Notary Public - State of Texas

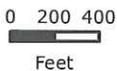


Crawford, Joseph V & Betty D

EXHIBIT A

Crawford, Joseph V & Betty D

-  Crawford, Joseph V & Betty D
-  City Limits



PROPERTY DESCRIPTION - R324592 & R324593

22.242 acres out of the AW0756 J.C. Thaxton Survey and 15.418 acres out of the AW0559 A. Smith Survey, Williamson County Texas, said property being more particularly described in Instrument #1994032476 filed in the Official Public Records of Williamson County, Texas.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Virginia C. and Ronald C. Dipprey
P.O. Box 2595
Georgetown, TX 78627-2595

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

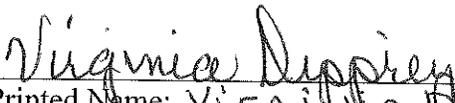
Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2016.

Owner (s)


Printed Name: Virginia Dipprey


Printed Name: R.C. DIPPREY

City of Leander, Texas

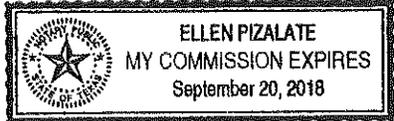
Chris Fielder, Mayor

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Virginia Dipprey, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of February, 2016.

Ellen Pizalate
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Ronald Dipprey, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of February, 2016.

Ellen Pizalate
Notary Public - State of Texas



EXHIBIT "A"
Description of the Property

A parcel of land being 26.745 acres, more or less, WCAD Parcel R328207, out of AW0005 G. Fisk Survey, Williamson County Texas, said property being more particularly described in Instrument #1998074063 filed in the Official Public Records of Williamson County, Texas.

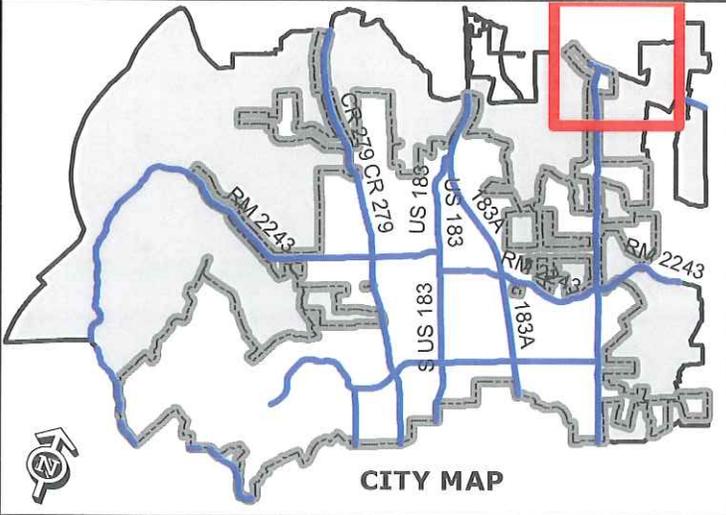
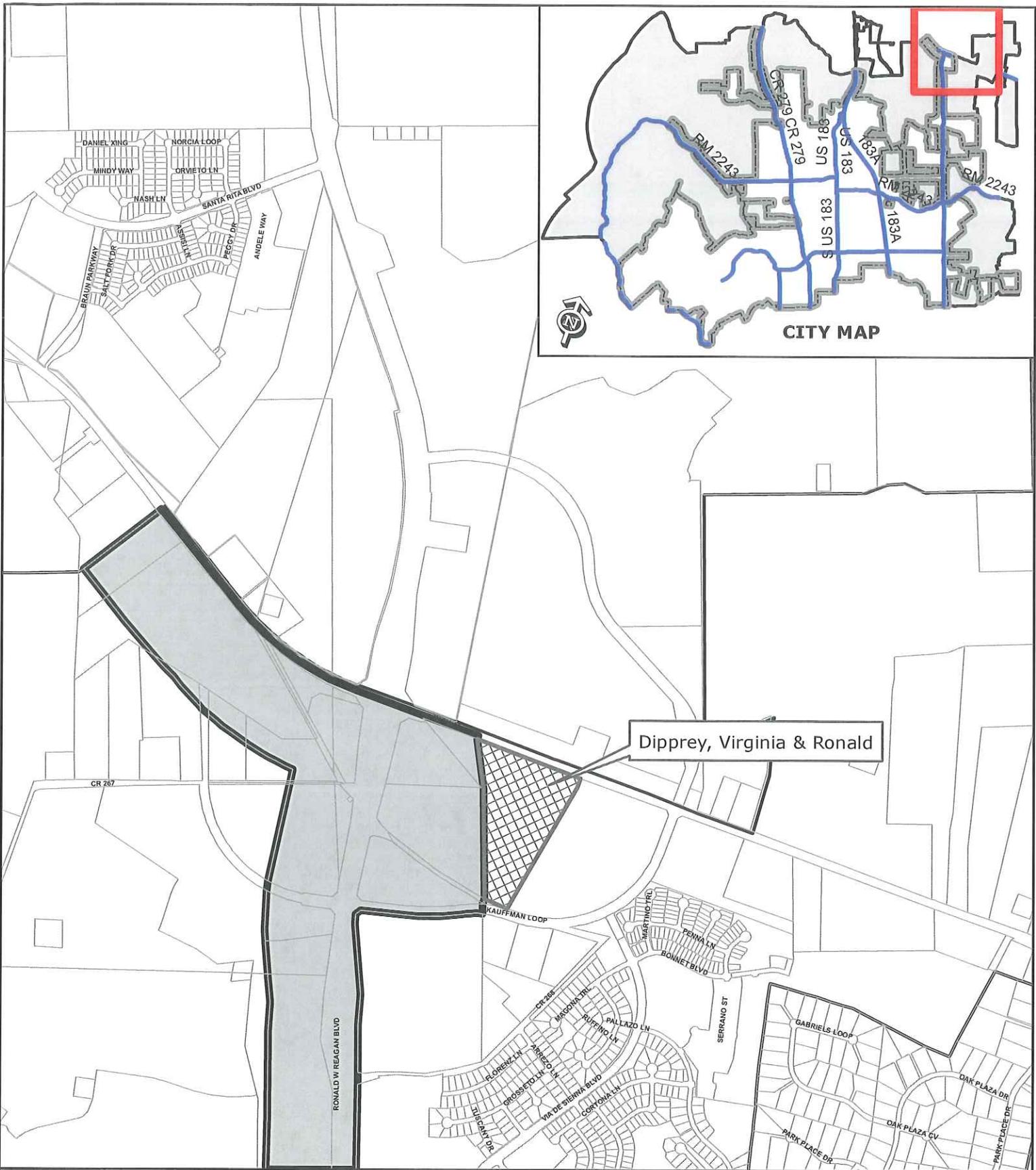


EXHIBIT A

Dipprey, Virginia & Ronald

-  Dipprey, Virginia & Ronald
-  City Limits



0 200 400 600
Feet

PROPERTY DESCRIPTION - R328207

26.745 acres out of AW0005 G. Fisk Survey, Williamson County Texas, said property being more particularly described in Instrument #1998074063 filed in the Official Public Records of Williamson County, Texas.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Jeanette McArthur
200 County Road 264
Leander, TX 78641

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this 3rd day of February, 2016.

Owner (s)

Jeanette McArthur
JEANNETTE McARTHUR

Printed Name: _____

Printed Name: _____

City of Leander, Texas

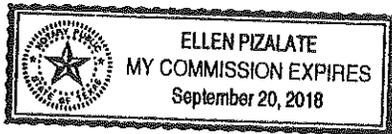
Chris Fielder, Mayor

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Jeanette McArthur, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of February, 2016.

Ellen Pizalate
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document 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 _____, 2016.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document 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 _____, 2016.

Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

A parcel of land located at 200 County Road 264 being 15.457 acres, more or less, WCAD parcel R310659, Williamson County, Texas.

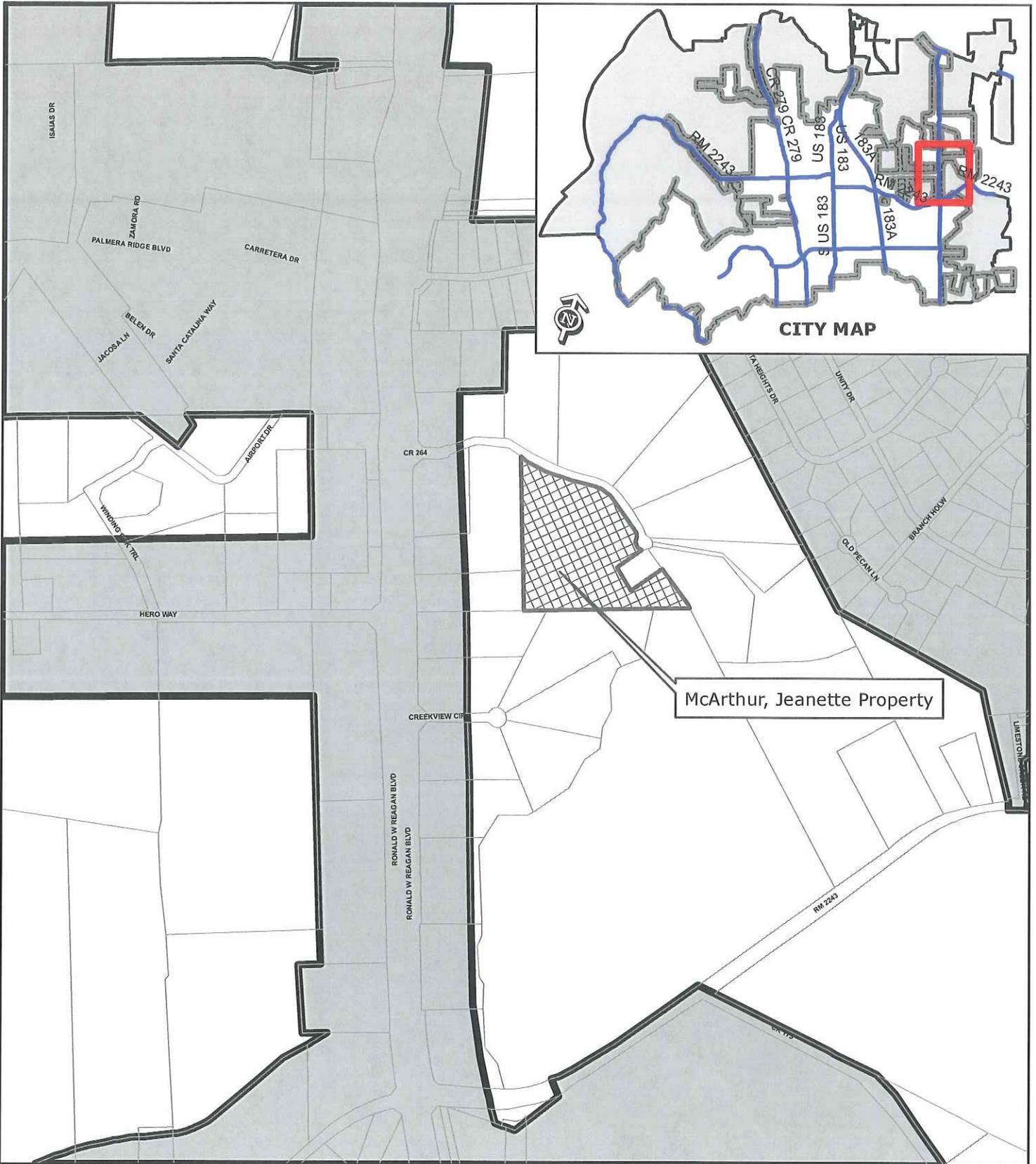


EXHIBIT A

McArthur, Jeanette

-  McArthur, Jeanette
-  City Limits



0 200 400 600
Feet

PROPERTY DESCRIPTION - R310659

15.457 acres out of AW0287 M. Hicks Survey, Williamson County Texas, said property being more particularly described in Instrument #1985036078 filed in the Official Public Records of Williamson County, Texas.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Larry G. and Leslie M. Miller
3250 Hero Way
Leander, TX 78641-1631

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

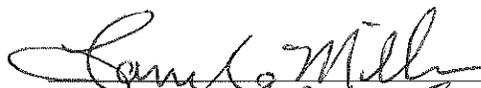
Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

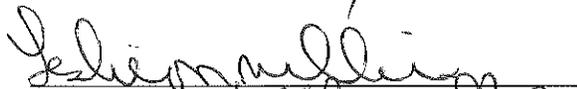
Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this 5th day of February, 2016.

Owner (s)


Printed Name: LARRY G. Miller


Printed Name: Lash Miller

City of Leander, Texas

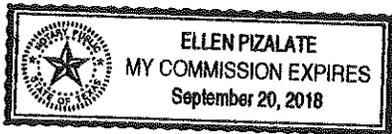
Chris Fielder, Mayor

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Larry G Miller, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of February, 2016.

Ellen Pizalate
Notary Public - State of Texas

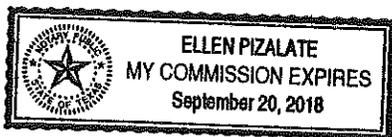


STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Leslie M. Miller, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of February, 2016.

Ellen Pizalate
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document 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 _____, 2016.

Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

A parcel of land being 19.077 acres, more or less, WCAD parcels R031590, R031591, R031592, R031594 out of AW0125 T. Chambers Survey, Williamson County Texas, said property being more particularly described in Instrument #2003003624 & #1991022857 filed in the Official Public Records of Williamson County, Texas.

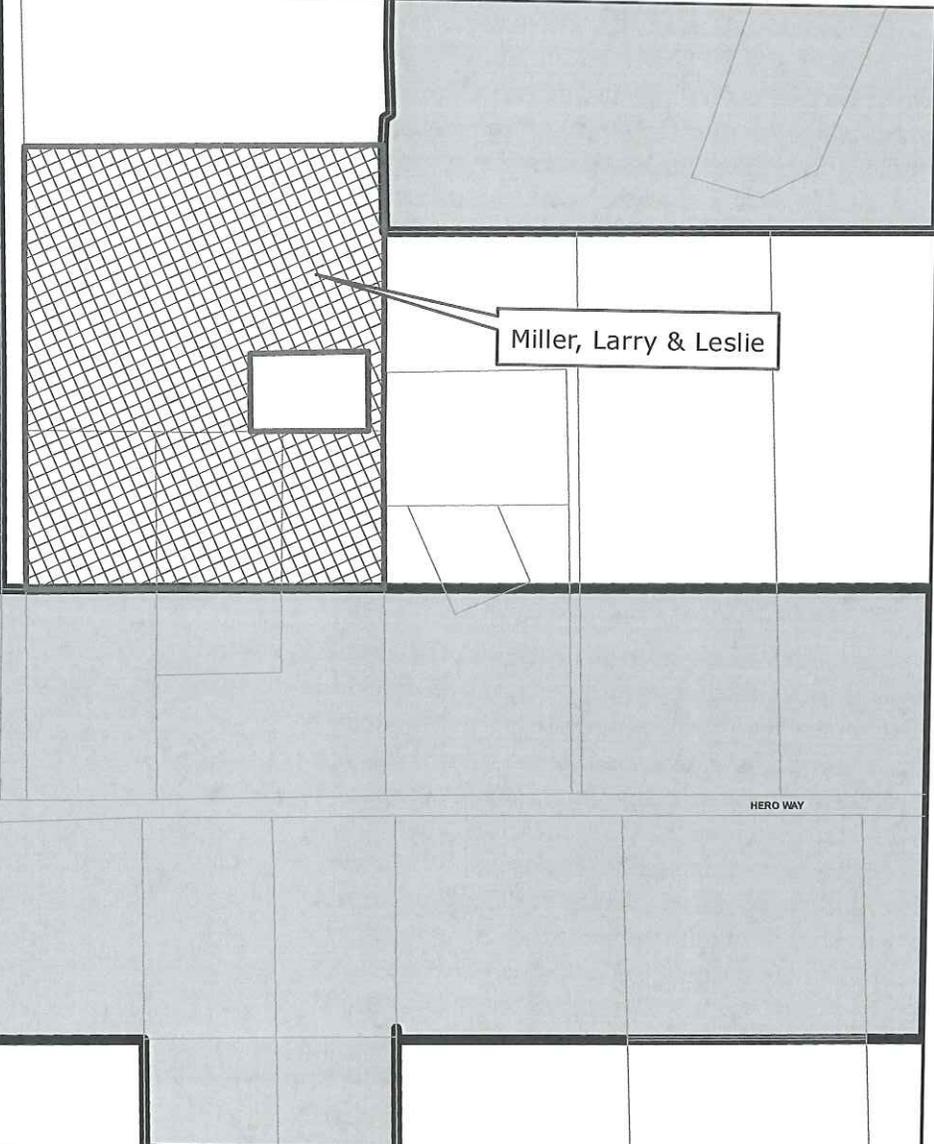
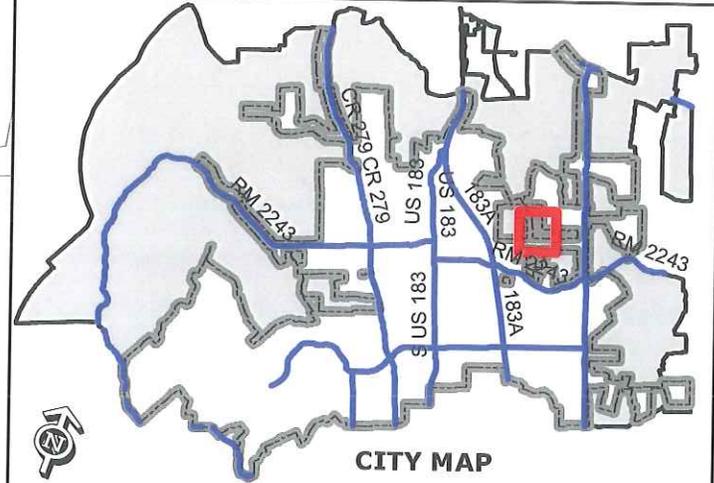
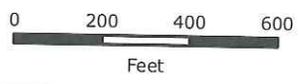


EXHIBIT A

Miller, Larry & Leslie

-  Miller, Larry & Leslie
-  City Limits



PROPERTY DESCRIPTION - R031590, R031591, R031592, R031594

19.077 acres out of AW0125 T. Chambers Survey, Williamson County Texas, said property being more particularly described in Instrument #2003003624 & #1991022857 filed in the Official Public Records of Williamson County, Texas.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Carol Stipanovic Mize and Michael Robert Mize
121 Creekview Circle
Leander, TX 78641

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

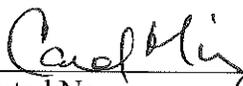
Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2016.

Owner (s)


Printed Name: MIKE MIZE


Printed Name: CAROL MIZE

City of Leander, Texas

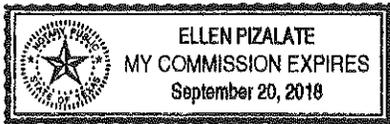
Chris Fielder, Mayor

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared mike mize, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15th day of February, 2016.

Ellen Pizalate
Notary Public - State of Texas

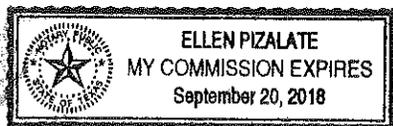


STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Carol Mize, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15th day of February, 2016.

Ellen Pizalate
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document 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 _____, 2016.

Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

A parcel of land located at 121 Creekview Circle, being 7.65 acres, more or less, legally described as Lot 3 of the Highmeadow Estates Ph 1 Subdivision, WCAD Parcel R334854 Williamson County Texas, said property being more particularly described in Instrument #2001057234 filed in the Official Public Records of Williamson County, Texas.

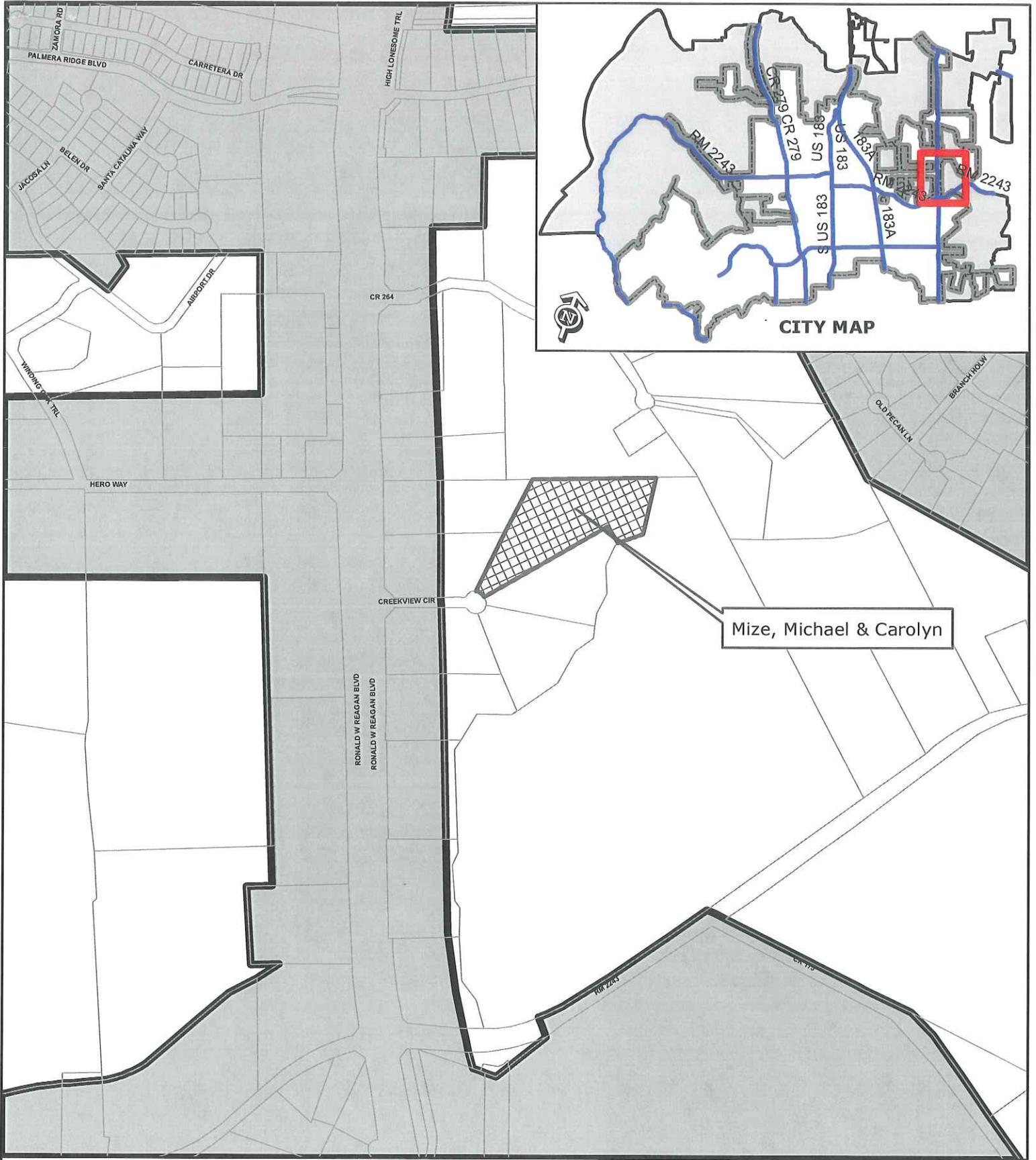
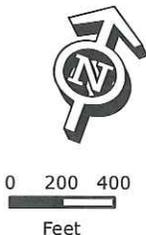


EXHIBIT A

Mize, Michael & Carolyn

-  Mize, Michael & Carolyn
-  City Limits



PROPERTY DESCRIPTION - R334854

7.65 acres legally described as Lot 3 of the Highmeadow Estates Ph 1 Subdivision, Williamson County Texas, said property being more particularly described in Instrument #2001057234 filed in the Official Public Records of Williamson County, Texas.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

MJAG Partnership
c/o Bettie Girling, Trustee
1306 W. 49th Street
Austin, TX 78756

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall

be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this 19 day of February, 2016.

Owner (s)



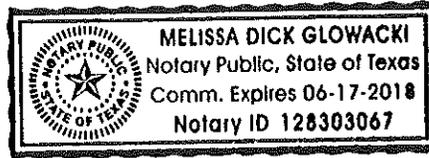
Printed Name: Bettie Girling, Trustee

City of Leander, Texas

Chris Fielder, Mayor

STATE OF TEXAS
COUNTY OF TRANS

§
§



BEFORE ME the undersigned authority on this day personally appeared Bette Girling, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19 day of February, 2016.

Melissa Glowacki
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document 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 _____, 2016.

Notary Public - State of Texas

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Nathan S. and Lisa A. Ronan
P.O. Box 1751
Leander, TX 78646

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

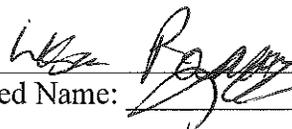
Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2016.

Owner (s)



Printed Name: Nathan Ramea



Printed Name: Lisa Ramea

City of Leander, Texas

City of Leander, Texas

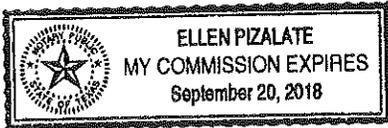
Chris Fielder, Mayor

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Nathan S. Ronan, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of February, 2016.

Ellen Pizalato
Notary Public - State of Texas

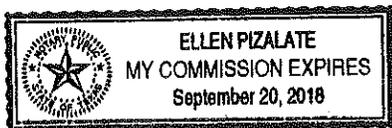


STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Lisa A Ronan, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 25th day of February, 2016.

Ellen Pizalato
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

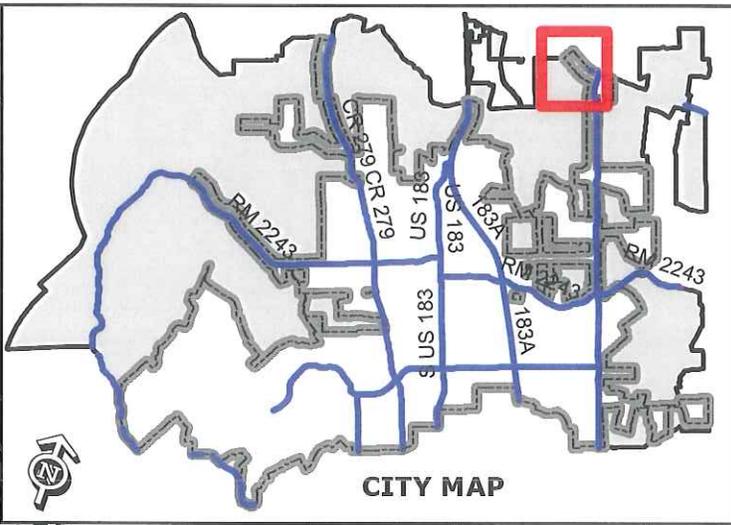
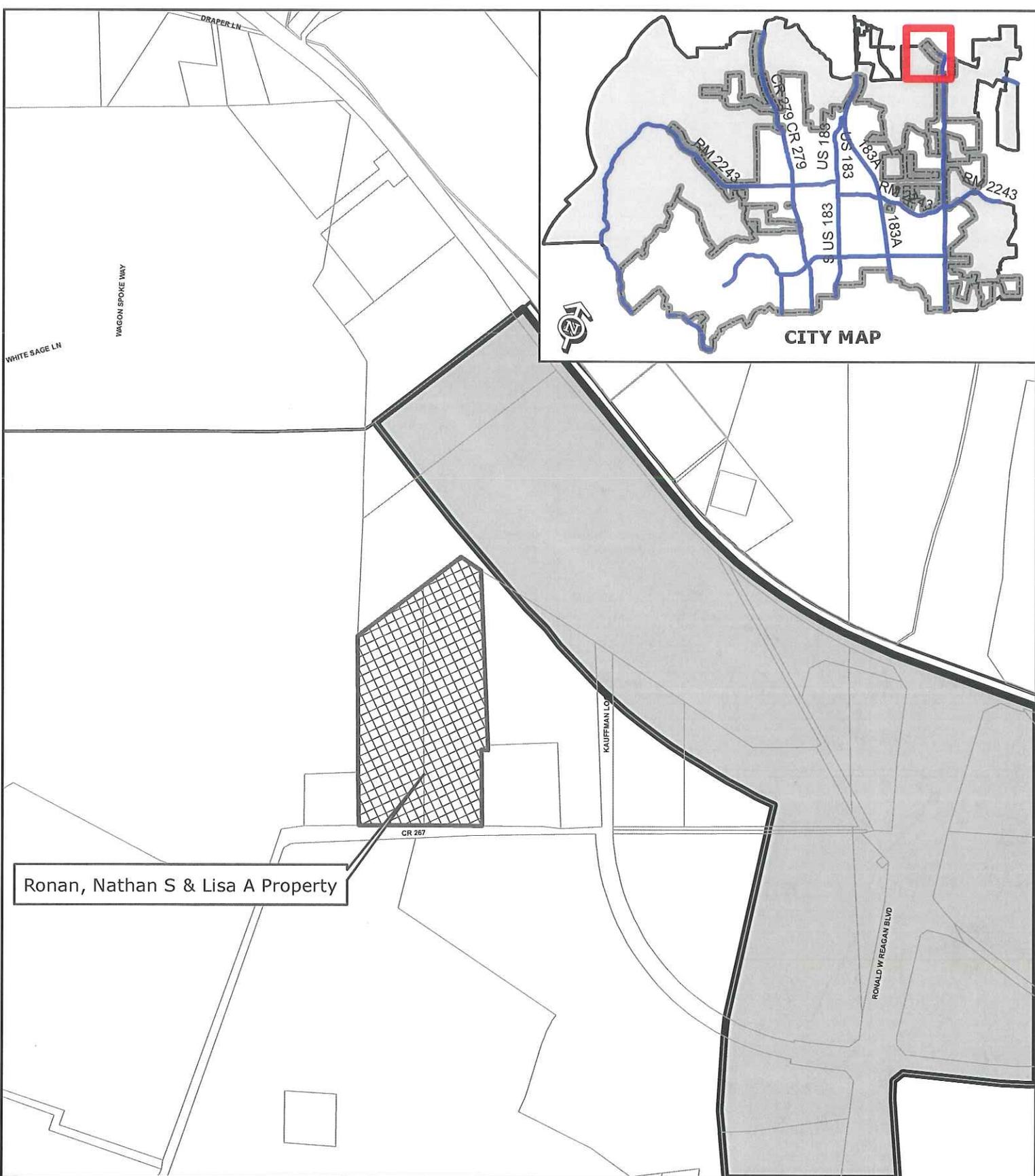
BEFORE ME the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2016.

Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

Multiple parcels of land 20 acres out of AW0456 W. H. Monroe Survey, WCAD Parcels R403509 and R403510, Williamson County Texas, said property being more particularly described in Instrument #2000033446 filed in the Official Public Records of Williamson County, Texas.

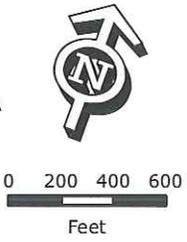


Ronan, Nathan S & Lisa A Property

EXHIBIT A

Ronan, Nathan S & Lisa A

-  Ronan, Nathan S & Lisa A
-  City Limits



PROPERTY DESCRIPTION - R403509 & R403510

20 acres out of AW0456 W. H. Monroe Survey, Williamson County Texas, said property being more particularly described in Instrument #2000033446 filed in the Official Public Records of Williamson County, Texas.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

James and Deborah Velchhof
1970 County Road 270
Leander, TX 78641

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

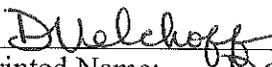
Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

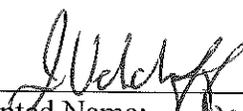
Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2016.

Owner (s)


Printed Name: Bebbie Velchoff


Printed Name: John Velchoff

City of Leander, Texas

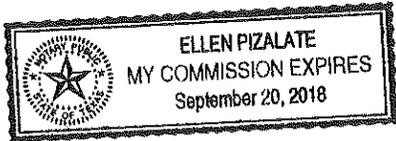
Chris Fielder, Mayor

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Debbie Velchoff, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of February, 2016.

Ellen Pizalato
Notary Public - State of Texas

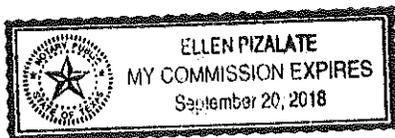


STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Jim Velchoff, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of February, 2016.

Ellen Pizalato
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

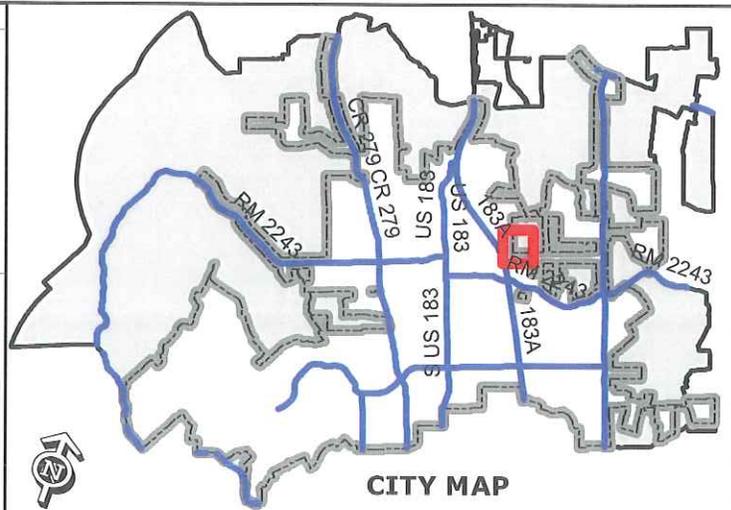
BEFORE ME the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2016.

Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

A parcel of land being 10 acres, more or less, out of the AW0125 T. Chambers Survey, WCAD Parcel R340105, Williamson County Texas, said property being more particularly described in Instrument #1995050265 filed in the Official Public Records of Williamson County, Texas.



Velchoff, James G & Deborah K

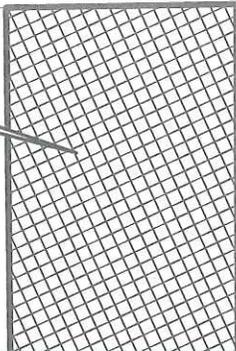
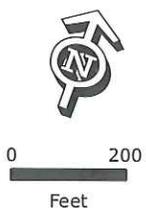


EXHIBIT A

Velchoff, James G & Deborah K

-  Velchoff, James G & Deborah K
-  City Limits



PROPERTY DESCRIPTION - R340105

10 acres out of the AW0125 T. Chambers Survey, Williamson County Texas, said property being more particularly described in Instrument #1995050265 filed in the Official Public Records of Williamson County, Texas.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

William Edward Williams, III
1664 County Road 270
Leander, TX 78641

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ___ day of _____, 2016.

Owner (s)

William E. Williams III

William E. Williams III

Deborah A. Wicker

Printed Name: DEBORAH A. WICKER

City of Leander, Texas

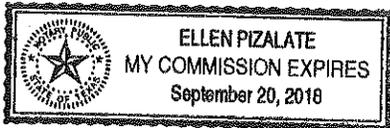
Chris Fielder, Mayor

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared William E. Williams III & Deborah Wicke, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11th day of February, 2016.

Ellen Pizalate
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

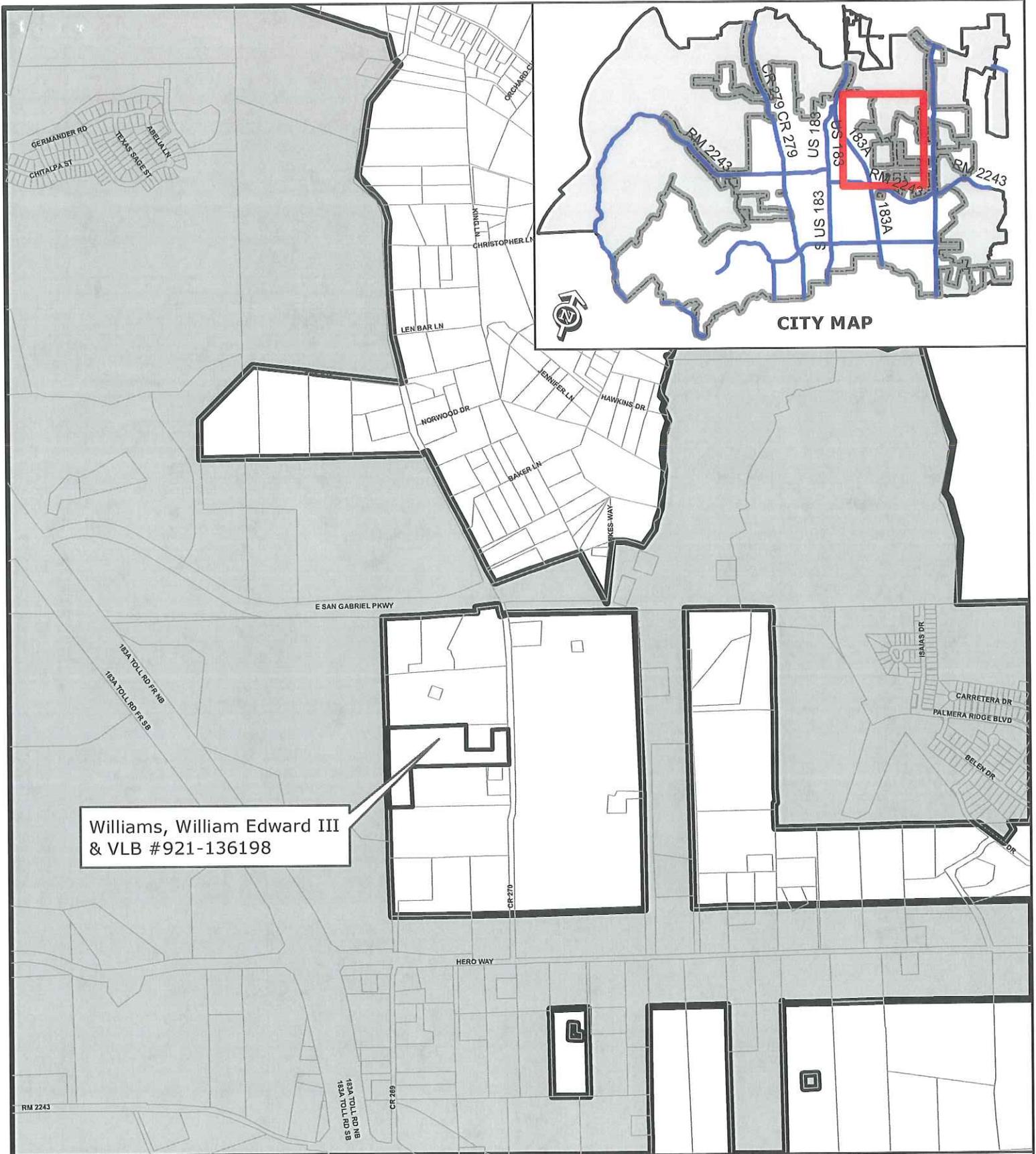
BEFORE ME the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2016.

Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

A parcel of land being 13.02 acres, more or less, out of AW0125 T. Chambers Survey, WCAD Parcel R384224, Williamson County Texas, said property being more particularly described in Instrument #1992006080 filed in the Official Public Records of Williamson County, Texas..



Williams, William Edward III
& VLB #921-136198

EXHIBIT A

**Williams, William Edward III
& VLB #921-136198**

-  Williams, William Edward III
-  City Limits

0 200 400
Feet



PROPERTY DESCRIPTION - R384224

13.02 acres out of AW0125 T. Chambers Survey, Williamson County Texas, said property being more particularly described in Instrument #1992006080 filed in the Official Public Records of Williamson County, Texas.

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

William Edward Williams, III and Deborah A. Wicker
1664 County Road 270
Leander, TX 78641

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2016.

Owner (s)

William E. Williams IV
William E. Williams III

Printed Name: _____

Deborah A. Wicker

Printed Name: DEBORAH A. WICKER

City of Leander, Texas

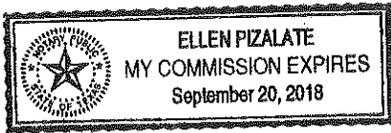
Chris Fielder, Mayor

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared William E William III, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11th day of February, 2016.

Ellen Pizalate
Notary Public - State of Texas

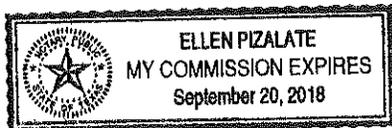


STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Deborah Wicker, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11th day of February, 2016.

Ellen Pizalate
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

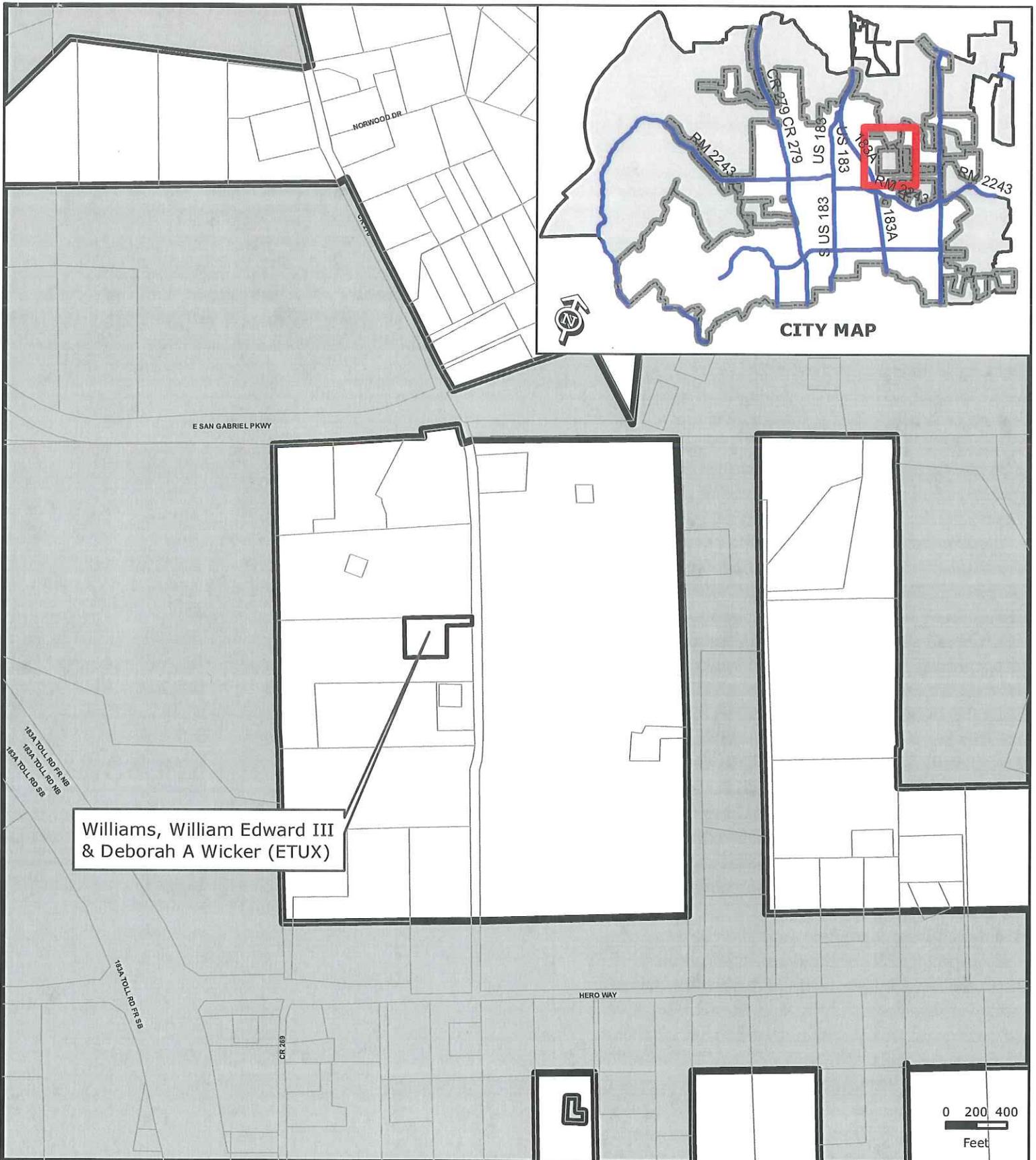
BEFORE ME the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2016.

Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

A parcel of land being 1.835 acres, more or less, out of AW0125 T. Chambers Survey, WCAD Parcel R031628, Williamson County Texas, said property being more particularly described in Instrument #1998070350 filed in the Official Public Records of Williamson County, Texas..



Williams, William Edward III
& Deborah A Wicker (ETUX)

EXHIBIT A

**Williams, William Edward III
& Deborah A Wicker (ETUX)**

-  Williams, William Edward III & Deborah A Wicker (ETUX)
-  City Limits



PROPERTY DESCRIPTION - R031628

1.835 acres out of AW0125 T. Chambers Survey, Williamson County Texas, said property being more particularly described in Instrument #1998070350 filed in the Official Public Records of Williamson County, Texas.



Executive Summary

March 3, 2016

Subject: Consider Award to Centre Technologies for Network Backbone and Wi-Fi Refresh Components

Background: This Information Technology Department equipment bid was issued in support of the goal to enhance the City's network and connectivity capacity. Ten (10) vendors submitted bids on February 4, 2016 for Network Backbone and Wi-Fi Refresh Components. Centre Technologies was the low, qualified bid and can provide installation as specified. This is a one-time purchase.

Financial Consideration: FY 15/16 funds are budgeted in the Information Technology Department #01-10-5217.

Recommendation: Staff respectfully recommends that the Council authorize the City Manager to execute a purchase order for said equipment and installation in the amount of \$131,453.

Attachments: Bid tabulation and recommendation memo from Purchasing Agent.

Prepared by: Paul Preston, Information Technology Manager
Joy Simonton, Purchasing Agent



CITY OF LEANDER

**INVITATION FOR BID
NETWORK BACKBONE AND WI-FI REFRESH COMPONENTS**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to purchase from a qualified Individual, Firm or Corporation, herein “Respondent”, network backbone and wi-fi refresh components as specified herein.

The City seeks to maintain quality, reliability and efficiency within its technology infrastructure. With this goal in mind several manufacturers have been specified herein to establish the City’s minimum critical requirements and performance standards of this equipment. Any example shown is listed to show type and class of equipment desired only.

Alternate equivalent manufacturers will be considered.

Respondents are cautioned that any equipment which does not meet specifications in every aspect will not be considered or accepted. City staff shall approve or disapprove of alternate equivalent manufacturer recommendations.

2. **BACKGROUND:** The City of Leander is working to enhance and expand its technology network and infrastructure. Budget has been allocated for the Network Backbone Project and the Wifi Re-fresh Project. The City seeks pricing on the hardware components and the installation as an option.
3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting <http://www.leandertx.gov/finance/page/purchasing>.
 - 3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.
4. **ATTACHMENTS:** Attachment A through C are herein made a part of this solicitation:
 - 4.1. Attachment A: Reference Form
 - 4.2. Attachment B: Parts Specification and Bid Form
 - 4.3. Attachment C: Conflict of Interest Questionnaire Form
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

**Joy Simonton
Purchasing Agent**

City of Leander
P.O. Box 319
Leander, TX 78646
Telephone: 512-528-2730
jsimonton@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
 - 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of the commodity specified herein.
7. **GOODS:** Respondent warrants and agrees that all materials supplied hereunder shall be **NEW** and manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and/or requirements of all Federal, State, and local authorities, and all other authorities having jurisdiction, and that performance of goods shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees upon request, to furnish the City a certificate of compliance therewith in such forms as the City may require.
8. **ALTERNATE EQUIVALENT:** The City seeks to maintain quality, reliability and efficiency within its PPE equipment. With this goal in mind several manufacturers have been specified herein to establish the City's minimum critical requirements and performance standards of equipment. Any example shown is listed to show type and class of equipment desired only. Any alternate manufacturers offered must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions.
 - 8.1. Alternate equivalent products will be considered.
 - 8.2. Complete specifications and requests for alternate equivalent product consideration must be submitted along with a respondent's Bid Form and References.
9. **MODIFICATION AND WITHDRAWAL OF BID:** A bid may be modified or withdrawn written notice provided to the Purchasing Agent prior to the date and time for the opening of the bids.
 - 9.1. If within 24 hours after bids are opened any respondent files written notice with Purchasing Agent and promptly demonstrates to the reasonable satisfaction of Purchasing Agent that there was a material and substantial mistake in the preparation of the bid, that respondent may withdraw the bid. In this event, if the solicitation is re-issued, that respondent may be disqualified from rebidding the solicitation.
10. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a **single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City.** Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.
 - 10.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
 - 10.2. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who

exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of additional City employees and agents who may qualify as local government officers. Click here [Chapter 176, Texas Local Government Code](#), to review this requirement.

10.2.1. The Local Government Officers that may be involved in the selection and recommendation of this award are:

Christopher Fielder, Mayor
Andrea Navarrette, Council Member Place 1
Michelle Stephenson, Council Member Place 2
Shanan Shepherd, Council Member, Place 3
Ron Abruzzese, Council Member Place 4
Jeff Seiler, Council Member Place 5
Troy Hill, Council Member Place 6
Kent Cagle, City Manager
Tom Yantis, Assistant City Manager
Joy Simonton, Purchasing Agent
Paige Saenz, City Attorney
Paul Preston, IT Manager

10.2.2. A completed CIQ Form, herein Attachment C, is required with each response.

- 11. DELIVERY AND ACCEPTANCE:** Acceptance inspection should not take more than thirty (30) working days. The vendor will be notified within this time frame if the goods delivered are damaged or not in full compliance with the specifications. Successful respondent shall repair any minor damages noted during this inspection period. If any agreement or purchase order is canceled for non-acceptance, the needed good may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
- 12. QUANTITIES:** Any quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum volume is made or implied. The City shall only order the goods needed to satisfy operating requirements within budgetary constraints, which may be more or less than indicated.
- 13. NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
- 14. PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 14.1.** There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 14.2.** The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or

- 14.3. The is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 14.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

- | | |
|-----------------------------------------------------------------|-------------------------|
| 1.1. Solicitation released | January 7, 2016 |
| 1.2. Deadline for questions | January 15, 2016 |
| 1.3. City responses to all questions or addendums | January 19, 2016 |
| 1.4. Responses for solicitation due at or before 3:00 PM | January 28, 2016 |

All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the Purchasing Department. Ship via FedEx, UPS or other carrier or carry sealed responses to:

Shipping Address (FedEx, UPS or hand delivery):

Joy Simonton
City of Leander
Purchasing Department
200 W. Willis Street
Leander, TX 78641

Mailing Address:

Joy Simonton
Purchasing Agent
City of Leander
P.O. Box 319
Leander, TX 78646

- 3.1. Responses received after this time and date shall not be considered.

- 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and “**DO NOT OPEN**”.
 - 3.3. Facsimile or electronically transmitted responses are **not acceptable**.
 - 3.4. Late responses will be returned to Respondent unopened if return address is provided.
 - 3.5. Responses cannot be altered or amended after opening.
 - 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
4. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **SCOPE:** City of Leander, herein after “City”, seeks to purchase from a qualified Individual, Firm or Corporation, herein “Respondent”, network backbone and wi-fi refresh components as specified herein.

The City seeks to maintain quality, reliability and efficiency within its technology infrastructure. With this goal in mind several manufacturers have been specified herein to establish the City’s minimum critical requirements and performance standards of this equipment. Any example shown is listed to show type and class of equipment desired only.

Alternate equivalent manufacturers will be considered.

Respondents are cautioned that any equipment which does not meet specifications in every aspect will not be considered or accepted. City staff shall approve or disapprove of alternate equivalent manufacturer recommendations.
2. **DELIVERY:** Delivery of equipment shall be to Leander City Hall located at 200 W. Willis Street, Leander, TX 78641. Delivery of equipment is desired no later than ninety (90) calendar days after receipt of City Purchase Order, however, this delivery schedule is not mandatory.
3. **COMPONENT SPECIFICATIONS:** The City seeks fulfillment and delivery for the components listed on Attachment B herein.
4. **CONFIGURATION AND INSTALLATION (OPTIONAL):** Depending on costs, City may or may not seek configuration and installation services from successful respondent. In that interest, respondent shall provide pricing, if available, for configuration and installation services in one, two and three day increments on Attachment B as noted.
5. **WARRANTY:** Manufacture shall protect against defects in materials and workmanship.
 - 4.1. Manufacturer warranty details shall be provided with response.
 - 4.2. The successful respondent shall warrant that products will conform to the specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

- 4.3. All warranty repairs or replacement will at the expense of the Successful respondent to include shipping of items to and from Respondent.
- 4.4. Successful respondent will handle any warranty claims which apply to merchandise directly with the manufacturer and shall provide prompt replacements as necessary in order to minimize disruption to staff.
6. **PRICING:** Pricing shall be provided per unit as outlined on the Bid Form, herein Attachment B. No additional fees shall be permitted. Additional shipping fees shall not be permitted. Contracted price per item shall be the only permitted charge to the City and shall include delivery.

PART IV

RESPONSE REQUIREMENTS

The City of Leander makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) executed (signed) original and two (2) copies of each response.

For your bid to be responsive, all required attachments identified below shall be submitted with your proposal. The Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

1. Responses shall be submitted on itemized, signed Bid Form provided herein as Attachment B. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
 - 1.1. ALL FEES shall be included in price to include delivery to Leander, Texas. No additional fees, such as shipping, shall be permitted.
 - 1.2. Optional configuration and installation prices shall be provided.
 - 1.3. Alternate equivalent brands shall be noted if applicable with attached literature.
2. Attachment A – Reference sheet.
3. Attachment C – Conflict of Interest Questionnaire.
4. Warranty information.

PART V

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons

and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

Sec. 9.05.007 Persons doing business with the city

(a) Persons seeking discretionary contracts.

- (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in [sections 9.05.004](#) and [9.05.005](#) of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
- (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

- (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
- (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.



**ATTACHMENT B
CITY OF LEANDER PART SPECIFICATION AND BID FORM
PURCHASING DEPARTMENT
200 W. Willis Street • Leander, Texas 78641**

SOLICITATION INFORMATION	Solicitation Number:	#S16-006 NETWORK BACKBONE AND WIFI REFRESH	RESPONDENT INFORMATION	Tax ID Number:	<hr/>
	Due Date:	January 28, 2016		Business Name:	<hr/>
	Time:	On or Before 3:00 PM CST		Address:	<hr/>
	Submit to:	City of Leander Purchasing Division 200 W. Willis Street Leander, TX 78641		Address:	<hr/>
				Contact:	<hr/>
				Telephone:	<hr/>
				Entity Type:	<hr/>
				E-mail:	<hr/>

HOW DID YOU HEAR ABOUT THIS SOLICITATION?	<input type="checkbox"/> Newspaper <input type="checkbox"/> City's Website <input type="checkbox"/> E-mail Announcement <input type="checkbox"/> ESBD <input type="checkbox"/> Other _____
--------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

FIRST TIME RESPONDING TO CITY OF LEANDER?	<input type="checkbox"/> Yes <input type="checkbox"/> No	IS YOUR BUSINESS REGISTERED WITH TEXAS BID SYSTEM?	<input type="checkbox"/> Yes <input type="checkbox"/> No Register at: http://www.texasbidsystem.com
--------------------------------------------------	----------------------------------------------------------	-----------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------

ITEM #	CISCO PART #	DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT	QTY	TOTAL
1	MR34-HW	Meraki MR34 Cloud Managed AP	EA	\$	28	\$
2	LIC-ENT-5YR	5YR LIC AND SUP MR ENTERPRISE QTY 29 AVAL & SHIP DIRECT	EA	\$	28	\$
3	MR72-HW	MR72 Cloud-Managed 802.11ac Outdoor AP	EA	\$	2	\$
4	MA-ANT-20	Meraki Dual Band Omni Antennas	EA	\$	4	\$
5	LIC-ENT-5YR	5YR LIC AND SUP MR ENTERPRISE QTY 29 AVAL & SHIP DIRECT	EA	\$	2	\$
6	WS-C2960X-24PD-L	Catalyst 2960-X 24 GigE PoE 370W, 2 x 10G SFP+, LAN Base	EA	\$	9	\$
7	CON-SNT-WSC604DL	SNTC-8X5XNBD Catalyst 2960-X 24 G	EA	\$	9	\$
8	CAB-16AWG-AC	AC Power cord, 16AWG	EA	\$	9	\$
9	PWR-CLP	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	EA	\$	9	\$
10	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	EA	\$	9	\$
11	CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	EA	\$	9	\$
12	WS-C2960X-48FPD-L	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	EA	\$	8	\$
13	CON-SNT-WSC296XL	SNTC-8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	EA	\$	8	\$

14	CAB-16AWG-AC	AC Power cord, 16AWG	EA	\$	8	\$	
15	PWR-CLP	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	EA	\$	8	\$	
16	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	EA	\$	8	\$	
17	CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	EA	\$	8	\$	
18	WS-C4500X-24X-ES	Catalyst 4500-X 24 Port 10G Ent. Services, Frt-to-Bk, No P/S	EA	\$	1	\$	
19	CON-SNT-WSC24EXX	SNTC-8X5XNBD Catalyst 4500-X 24 Port 10G Ent. Service	EA	\$	1	\$	
20	C4KX-PWR-750AC-R	Catalyst 4500X 750W AC front to back cooling power supply	EA	\$	1	\$	
21	C4KX-PWR-750AC-R/2	Catalyst 4500X 750W AC front to back cooling 2nd PWR supply	EA	\$	1	\$	
22	CAB-US515-C15-US	NEMA 5-15 to IEC-C15 8ft US	EA	\$	2	\$	
23	S45XUK9-37E	CAT4500-X Universal Crypto Image	EA	\$	1	\$	
24	C4500X-16P-IP-ES	IP Base to Ent. Services license for 16 Port Catalyst 4500-X	EA	\$	1	\$	
25	SFP-10G-LR	10GBASE-LR SFP Module	EA	\$	2	\$	
26	C4KX-NM-8SFP+	Catalyst 4500X 8 Port 10G Network Module	EA	\$	1	\$	
27	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	EA	\$	2	\$	
28	CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	EA	\$	2	\$	
29	SFP-10G-LR	10GBASE-LR SFP Module	EA	\$	2	\$	
30	SFP-10G-SR=	10GBASE-SR SFP Module	EA	\$	10	\$	
31	SFP-10G-LRM=	10GBASE-LRM SFP Module	EA	\$	2	\$	
						TOTAL	\$

ITEM #	DESCRIPTION	TOTAL	NOT AVAILABLE
32	One day of on-site installation and configuration at Leander, Texas	\$	
33	Two days of on-site installation and configuration at Leander, Texas	\$	
34	Three days of on-site installation and configuration at Leander, Texas	\$	

Pricing shall be all inclusive of equipment, labor, and supplies needed to perform the work as specified herein. Additional fees including but not limited to, fuel, taxes or other costs incurred shall not be permitted.

AUTHORIZED SIGNATURE

Print Authorized Individual Name: _____

Authorized Signature: _____

Date: _____

ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

City of Leander

Network Backbone and Wifi Refresh Components

Solicitation No. #S16-006

Opening: 02/04/2016

EVALUATION CRITERIA										
Pricing										
Total Hardware Component Cost	\$105,018	\$126,503	\$132,903	\$142,237	\$141,793	\$166,953	\$200,232	\$223,305	PARTIAL	PARTIAL
Installation Cost (Using Three Day Price Figure)	\$7,500	\$4,950	\$4,800	Not Available	\$4,970	\$22,350	\$3,000	\$3,507	Not Available	Not Available
TOTAL PROJECT	\$112,518	\$131,453	\$137,703	\$142,237	\$146,763	\$189,303	\$203,232	\$226,812	\$0	\$0
Devices Meet Specification										
	Alternate equivalent submitted. Extreme brand equipment does not provide all features specified and will limit some functionality.	All items bid. All components meet spec. Installation services available.	All items bid. All components meet spec. Installation services available.	Response evaluation held for review of low bids.	Response evaluation held for review of low bids.	Response evaluation held for review of low bids.	Response evaluation held for review of low bids.	Response evaluation held for review of low bids.	Response evaluation held for review of low bids. Respondent can provide partial list of items.	Response evaluation held for review of low bids. Respondent can provide partial list of items.
References										
Business references	References not checked at this time	Acceptable	Acceptable	References not checked at this time	References not checked at this time					

AWARD



City of Leander

INTEROFFICE MEMO

DATE: February 15, 2016

TO: Paul Preston

FROM: Joy Simonton

RE: Recommendation for Award for Solicitation #S16-006; Network Backbone and Wifi Refresh Components

The Purchasing Division recommends Centre Technologies for the award of a purchase order for the equipment and installation services specified in the Network Backbone and Wifi Refresh Components Bid in accordance with the city's solicitation process.

Ten (10) responses were received. Fifteen (15) HUBS was notified of the solicitation.

Joy Simonton, Purchasing Agent

CC: FILE