AGENDA
SPECIAL CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ August 29, 2013 at 6:00 PM

Mayor – Christopher Fielder

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

City Manager – Kent Cagle

1. Open meeting

2. Roll Call

PUBLIC HEARING

3. Public Hearing on a Proposal to Adopt a Tax Rate for FY 2013-14

CONSENT AGENDA

4. Consider an Ordinance establishing the location of School Zones and associated improvements surrounding William J. Winkley Elementary School.

5. An Ordinance Abandoning Portions of the Original Hero Way Right-of-Way and Authorizing Conveyance of said Right-of-Way and Authorizing the Release and Termination of Certain Related Easements

6. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Sarita Valley Subdivision, Phase IIB and Phase III

REGULAR AGENDA

7. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. **Please call the City Secretary at 512/ 528-2743 for information.** Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may call 512/ 528-2800. I certify that the above agenda for this Meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall, in Leander, Texas, on the 23rd day of August, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

_____
Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 3

Executive Summary

August 29, 2013

Agenda Subject: Public Hearing on a Proposal to Adopt a Tax Rate for FY 2013-14.

Background: This is the second of two required public hearings on the tax rate. The first hearing was held on August 15, 2013. If a taxing entity desires to consider a possible tax rate that would exceed either the effective tax rate or rollback tax rate, whichever is lower, state "Truth-in-Taxation" laws require two public hearings. The proposed rate need not be the final rate that the governing body actually adopts, but the final rate cannot exceed the proposed rate which for FY 2013-14, the proposed rate is 66.792 cents per $100 which is the 0.25 cents below the current rate.

As background, the effective tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year. The rollback rate allows a taxing entity to raise the same amount of M&O money as raised in the prior year, plus 8 percent. The rollback debt service rate is the rate needed to pay the entity's debt service for the upcoming year. The rates are as follows:

	ETR Calculation	Current Rate	Proposed Rate
Effective Tax Rate:	$0.663597 per $100	$0.67042	$0.66792
Effective Operating Tax Rate:	$0.429229 per $100	$0.43592	$0.43142
Effective Maximum Operating Tax Rate:	$0.463567 per $100		
Debt Rate	$0.236500 per $100	$0.23450	$0.23650
Rollback Rate	$0.700067 per $100		

Origination: Robert G. Powers, Finance Director

Attachments: Effective & Rollback Rate Calculations; Public Notice

Recommendation: At the conclusion of the public hearing, the Mayor is required to announce the date, time, and location of the vote on the tax rate. The vote on the tax rate will occur on Thursday, September 5, 2013 at 7:00 p.m. at the Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, Texas.

Prepared by: Robert G. Powers, Finance Director

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2013 Effective Tax Rate Worksheet

HELP

City of Leander

See pages 13 to 16 for an explanation of the effective tax rate.

1.	**2012 total taxable value.** Enter the amount of 2012 taxable value on the 2012 tax roll today. Include any adjustments since last year's certification; exclude Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in line 2) and the captured value for tax increment financing (will deduct taxes in line 14).	$ 1,867,663,334
2.	**2012 tax ceilings.** Counties, Cities and Junior College Districts. Enter 2012 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter "0" If your taxing units adopted the tax ceiling provision in 2012 or prior year for homeowners age 65 or older or disabled, use this step.	$ 140,852,048
3.	**Preliminary 2012 adjusted taxable value.** Subtract line 2 from line 1.	$ 1,726,811,286
4.	**2012 total adopted tax rate.**	0.670420/ $100
5.	**2012 taxable value lost because court appeals of ARB decisions reduced 2012 appraised value.** A. Original 2012 ARB values: $ 7,416,757 B. 2012 values resulting from final court decisions: $ 6,947,183 C. 2012 value loss. Subtract B from A.	$ 469,574
6.	**2012 taxable value, adjusted for court-ordered reductions.** Add line 3 and line 5C.	$ 1,727,280,860
7.	**2012 taxable value of property in territory the unit deannexed after January 1, 2012 .** Enter the 2012 value of property in deannexed territory.	$ 0
8.	**2012 taxable value lost because property first qualified for an exemption in 2012 .** Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, "goods-in-transit" exemptions. A. Absolute exemptions. Use 2012	

	market value:	$ 530,137	
	B. Partial exemptions. 2013 exemption amount or 2013 percentage exemption times 2012 value:	+ $ 1,203,814	
	C. Value loss. Add A and B.		$ 1,733,951
9.	**2012 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2013 .** Use only those properties that first qualified in 2013 ; do not use properties that qualified in 2012 .		
	A. 2012 market value:	$ 0	
	B. 2013 productivity or special appraised value:	- $ 0	
	C. Value loss. Subtract B from A.		$ 0
10.	**Total adjustments for lost value.** Add lines 7, 8C and 9C.		$ 1,733,951
11.	**2012 adjusted taxable value.** Subtract line 10 from line 6.		$ 1,725,546,909
12.	**Adjusted 2012 taxes.** Multiply line 4 by line 11 and divide by $100.		$ 11,568,411
13.	**Taxes refunded for years preceding tax year 2012 .** Enter the amount of taxes refunded during the last budget year for tax years preceding tax year 2012 . Types of refunds include court decisions, Section 25.25(b) and (c) corrections and Section 31.11 payment errors. Do not include refunds for tax year 2012 . This line applies only to tax years preceding tax year 2012 .		$ 40,164
14.	**Taxes in tax increment financing (TIF) for tax year 2012 .** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2013 captured appraised value in Line 16D, enter "0.		$ 110,945
15.	**Adjusted 2012 taxes with refunds. Add lines 12 and 13, subtract line 14.**		$ 11,497,630
16.	**Total 2013 taxable value on the 2013 certified appraisal roll today.** This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 18). These homesteads includes homeowners age 65 or older or disabled.		
	A. **Certified values** only:	$ 1,982,607,579	
	B. **Counties:** Include railroad rolling stock values certified by the Comptroller's office:	+ $ 0	
	C. **Pollution control exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control property (use this line based on attorney's advice):	- $ 0	
	D. **Tax increment financing:** Deduct the 2013 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2013 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in line 21 below.	- $ 36,130,952	

	E. **Total 2013 value.** Add A and B, then subtract C and D.		$ 1,946,476,627
17.	**Total value of properties under protest or not included on certified appraisal roll.** A. **2013 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the district's value and the taxpayer's claimed value, if any or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.	$ 68,847,347	
	B. **2013 value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included at appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value.	$ 0	
	C. **Total value under protest or not certified.** Add A and B.		$ 68,847,347
18.	**2013 tax ceilings.** Enter 2013 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter "0." If your taxing units adopted the tax ceiling provision in 2012 or prior year for homeowners age 65 or older or disabled, use this step.		$ 164,009,071
19.	**2013 total taxable value.** Add lines 16E and 17C. Subtract line 18.		$ 1,851,314,903
20.	**Total 2013 taxable value of properties in territory annexed after January 1, 2012 .** Include both real and personal property. Enter the 2013 value of property in territory annexed.		$ 12,918,911
21.	**Total 2013 taxable value of new improvements and new personal property located in new improvements.** "New" means the item was not on the appraisal roll in 2012 . An improvement is a building, structure, fixture or fence erected on or affixed to land. A transportable structure erected on its owner's land is also included unless it is held for sale or is there only temporarily. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the unit after January 1, 2012 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2013 . New improvements do not		

	include mineral interests produced for the first time, omitted property that is back assessed and increased appraisals on existing property.	$ 105,775,710
22.	**Total adjustments to the 2013 taxable value.** Add lines 20 and 21.	$ 118,694,621
23.	**2013 adjusted taxable value.** Subtract line 22 from line 19.	$ 1,732,620,282
24.	**2013 effective tax rate.** Divide line 15 by line 23 and multiply by $100.	$ 0.663597/ $100
	A county, city or hospital district that adopted the additional sales tax in November 2012 or May 2013 must adjust its effective tax rate. *The Additional Sales Tax Rate Worksheet* on page 39 sets out this adjustment. Do not forget to complete the *Additional Sales Tax Rate Worksheet* if the taxing unit adopted the additional sales tax on these dates.	
	Save Delete Clear Submit	

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2013 Rollback Tax Rate Worksheet

HELP

City of Leander

See pages 17 to 21 for an explanation of the rollback tax rate.

26.	**2012 maintenance and operations (M&O) tax rate.**	$ 0.435920/ $100
27.	**2012 adjusted taxable value.** Enter the amount from line 11.	$ 1,725,546,909
28.	**2012 M&O taxes.** A. Multiply line 26 by line 27 and divide by $100: $ 7,522,004 B. **Cities, counties and hospital districts with additional sales tax:** Amount of additional sales tax collected and spent on M&O expenses in 2012 . Enter amount from full year's sales tax revenue spent for M&O in 2012 fiscal year, if any. Other units, enter "0." Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent. + $ 0 C. **Counties:** Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other units, enter "0." + $ 0 D. **Transferring function**: If discontinuing all of a department, function or activity and transferring it to another unit by written contract, enter the amount spent by the unit discontinuing the function in the 12 months preceding the month of this calculation. If the unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the unit operated the function. The unit discontinuing the function will subtract this amount in H below. The unit receiving the function will add this amount in H below. Other units, enter "0." (●) Discontinuing ( ) Receiving -$ 0 E. Taxes refunded for years preceding	

	tax year 2012 : Enter the amount of M&O taxes refunded during the last budget year for tax years preceding tax year 2012 . Types of refunds include court decisions, Section 25.25(b) and (c) corrections and Section 31.11 payment errors. Do not include refunds for tax year 2012 . This line applies only to tax years preceding tax year 2012 .	+ $ 25,853	
	F. **Enhanced indigent health care expenditures**: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	+ $ 0	
	G. **Taxes in tax increment financing (TIF)**: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2013 captured appraised value in Line 16D, enter "0."	- $ 110,945	
	H. **Adjusted M&O Taxes.** Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.		$ 7,436,912
29.	**2013 adjusted taxable value.** Enter the amount from line 23 of the *Effective Tax Rate Worksheet.*		$ 1,732,620,282
30.	**2013 effective maintenance and operations tax rate.** Divide line 28H by line 29 and multiply by $100.		$ 0.429229/ $100
31.	**2013 rollback maintenance and operation tax rate.** County, cities, and others: Multiply line 30 by 1.08. (See lines 49 to 52 for additional rate for pollution control expenses.		$ 0.463567/ $100
32.	**Total 2013 debt to be paid with property taxes and additional sales tax revenue.** "Debt" means the interest and principal that will be paid on debts that (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the unit's budget as M&O expenses. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue (or		

	additional sales tax revenue). Do not include appraisal district budget payments. List the debt in "Schedule B: Debt Service." If using unencumbered funds, subtract unencumbered fund amount used from total debt and list remainder.	$ 4,378,360
33.	**Certified 2012 excess debt collections.** Enter the amount certified by the collector.	$ 0
34.	**Adjusted 2013 debt.** Subtract line 33 from line 32.	$ 4,378,360
35.	**Certified 2013 anticipated collection rate.** Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.000000 %
36.	**2013 debt adjusted for collections.** Divide line 34 by line 35.	$ 4,378,360
37.	**2013 total taxable value.** Enter the amount on line 19. School districts enter line 30C.	$ 1,851,314,903
38.	**2013 debt tax rate.** Divide line 36 by line 37 and multiply by $100.	$ 0.236500/ $100
39.	**2013 rollback tax rate.** Add lines 31 and 38.	$ 0.700067/ $100

A taxing unit that has adopted the additional sales tax must complete the *Additional Sales Tax Rate Worksheet.* Any taxing unit seeking additional rollback protection for pollution control expenses should complete the *Additional Rollback Protection for Pollution Control Worksheet.*

Save Delete Clear Submit

2013 Property Tax Rates in City of Leander

This notice concerns 2013 property tax rates for City of Leander. It presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers can start tax rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per $100 of property value.

Last year's tax rate:	
Last year's operating taxes	$7,522,005
Last year's debt taxes	$4,046,408
Last year's total taxes	$11,568,413
Last year's tax base	$1,725,546,909
Last year's total tax rate	0.670420/$100
This year's effective tax rate:	
Last year's adjusted taxes (after subtracting taxes on lost property)	$11,497,630
÷ This year's adjusted tax base (after subtracting value of new property)	$1,732,620,282
= This year's effective tax rate	0.663597/$100
This year's rollback tax rate:	
Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate and/or enhanced indigent health care expenditures)	$7,436,912
÷ This year's adjusted tax base	$1,732,620,282
= This year's effective operating rate	0.429229/$100
× 1.08 = this year's maximum operating rate	0.463567/$100
+ This year's debt rate	0.236500/$100
= This year's rollback rate	0.700067/$100

Statement of Increase/Decrease

If City of Leander adopts a 2013 tax rate equal to the effective tax rate of 0.663597 per $100 of value, taxes would increase compared to 2012 taxes by $665,070.

Schedule A: Unencumbered Fund Balances:

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
M&O Fund	6,915,000
I&S Fund	483,000

Schedule B: 2013 Debt Service:

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Series 2005 GO Refunding	200,000	126,667	0	326,667
Series 2007 GO Refunding	650,000	25,725	0	675,725
Series 2009 GO Refunding	910,000	102,625	0	1,012,625
Series 2010 GO Refunding	265,000	814,900	0	1,079,900
Series 2012 GO Refunding	770,000	308,575	0	1,078,575
Series 2012A GO Refunding	0	521,225	0	521,225
Public Property Finance Contract 2013	78,750	9,960	0	88,710
Arbitrage Rebate Calculation Fees	0	0	15,000	15,000
Paying Agent Fees	0	0	2,500	2,500

Total required for 2013 debt service	$4,800,927
- Amount (if any) paid from funds listed in Schedule A	$422,567
- Amount (if any) paid from other resources	$0
- Excess collections last year	$0
= Total to be paid from taxes in 2013	$4,378,360
+ Amount added in anticipation that the unit will collect only 100.000000% of its taxes in 2013	$0
= Total Debt Levy	$4,378,360

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at
904 S. Main St., Georgetown, TX 78626.
Name of person preparing this notice: Deborah M. Hunt, CTA
Title: Tax Assessor/Collector
Date prepared: July 19, 2013

Notice of Public Hearing on Tax Increase

The City of Leander will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 0.651450 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on August 15, 2013 at 7:00 PM at Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, TX 78641 .

The second public hearing will be held on August 29, 2013 at 6:00 PM at Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, TX 78641.

The members of the governing body voted on the proposal to consider the tax increase as follows:

FOR:	Christopher Fielder, Mayor; Jason Dishongh, Mayor Pro Tem; Andrea Navarrette, Place 1; Kirsten Lynch, Place 2; Simon Garcia, Place 3; Michell Cantwell, Place 4; David Siebold, Place 6
AGAINST:	None
PRESENT and not voting:	None
ABSENT:	None

The average taxable value of a residence homestead in City of Leander last year was $161,872. Based on last year's tax rate of $0.670420 per $100 of taxable value, the amount of taxes imposed last year on the average home was $1,085.22.

The average taxable value of a residence homestead in City of Leander this year is $171,395. If the governing body adopts the effective tax rate for this year of $0.663597 per $100 of taxable value, the amount of taxes imposed this year on the average home would be $1,137.37.

If the governing body adopts the proposed tax rate of $0.667920 per $100 of taxable value, the amount of taxes imposed this year on the average home would be $1,144.78.

Members of the public are encouraged to attend the hearings and express their views.

* "Appraised value" is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.
** "New property" is defined by Section 26.012(17), Tax Code.
*** "Taxable value" is defined by Section 1.04(10), Tax Code.

AGENDA ITEM # 4

Executive Summary

August 29, 2013

Council Agenda Subject: Consideration of an Ordinance establishing the location of School Zones and associated improvements surrounding William J. Winkley Elementary School.

Background: The proposed School Zone includes portions of ten streets surrounding Winkley Elementary School and the nearby Lakeline Boulevard / Osage Drive intersection. The maximum speed limit (during school arrival and departure times) adjacent to the school is 20mph and 30 mph along Lakeline Boulevard. Based on the established 30 mph speed limit in the neighborhood and according to TXDOT's procedures and methods, school zone speed limits should be no more than 15 mph below the normal posted speed limits. A Speed Zone Study for Lakeline Boulevard was completed approximately one year ago by the Engineering Department. Results indicated a normal posted speed limit of 45 mph and a 30 mph school zone speed limit. It is anticipated the school's administration will provide additional crossing guards at the new crosswalks in front of the school and on Osage Drive.

Origination: Patrick A. Womack, P.E., Public Works Director

Financial Consideration: The costs of signs, stripes, and accessible ramps, including labor and materials will be determined. Most of the work was performed by the Street Department.

Recommendation: Staff requests approval of the proposed ordinance.

Attachments: Proposed Ordinance and Exhibits (Table and Map)

Prepared by: Patrick A. Womack, P.E., Public Works Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ESTABLISHING THE LOCATION OF SCHOOL ZONES AND THE TIMES THAT THE SCHOOL ZONES ARE IN EFFECT; AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF SPEED SIGNS FOR THE SCHOOL ZONES; REQUIRING VEHICLES AND TRAFFIC WITHIN SCHOOL ZONES TO REDUCE SPEED DURING CERTAIN HOURS WITHIN THE SCHOOL ZONE; ESTABLISHING THE LOCATION CROSSWALKS; AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF CROSSWALK SIGNS AND RELATED SIGNS INDICATING THE PRESENCE OF CHILDREN; PROVIDING A PENALTY NOT TO EXCEED $200.00 FOR VIOLATIONS; AND PROVIDING FOR RELATED MATTERS

Whereas, the regulation of traffic, motor vehicles and conveyances upon all public streets, roadway and right-of-ways constituting a school zone within the City limits is essential and necessary to protect the children attending school, and to preserve and protect the public safety of the City of Leander, Texas (the "City");

Whereas, the operation of vehicles upon the streets or roadways within the school zones at increased rates of speed would be unreasonable and imprudent given the design, construction and layout of the streets, roadways and right-of-ways within the school zones;

Whereas, the City Engineer and staff have recommended the installation and erection of speed control signs, requiring vehicles to travel at a reduced speed during hours of operation of the schools; and

Whereas, after review and inquiry, the City Council has found all of the public streets and roadways controlled herein are school zones and the markedly increased traffic volume during the hours of arrival and departure substantially endangers children attempting to gain access and depart from the school campuses, resulting in an emergency affecting public safety;

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. School Zones and Prima Facie Speed. It is hereby determined that portions of the roadways surrounding William J. Winkley Elementary School, to include: Osage Drive, Quick Fort, Buffalo Speedway, Western Justice, Pow Wow, Rusty Spur, Thunder Horse, Highland Trail, Running Wyld and Raindance, and as more particularly described and shown in the attached Exhibit

"A", shall be school zones and that the prima facie maximum speed limit in such school zones shall be as set forth in Exhibit "A" during the times set forth therein. Each speed control sign shall require traffic or motor vehicles in the zone indicated in columns I and II to reduce speed to the speed indicated in column III prior to passing the speed control sign during the time periods indicated in column IV.

Section 3. Traffic Control Signs and Devices. The installation, placement, erection and enforcement of the traffic and speed control signs and devices, including crosswalks and signs indicating the presence of children, as provided in this Ordinance are hereby confirmed and ratified by the City Council. The City Council hereby orders and directs that the traffic control signs and devices discussed herein and as hereinafter set forth and described in Exhibit "A" be placed, installed and erected at the locations designated and that each such sign and device be hereafter maintained and enforced by the City. The signs indicated control traffic in all directions passing in front of the public school(s) located near or abutting the street and traffic controlled.

Section 4. Violation and Penalties. It shall be unlawful for any person to drive or operate a motor vehicle within the school zones identified in Exhibit "A" without reducing the speed of the motor vehicle in obedience to the school zone sign erected and installed at the times indicated by the sign or a flashing light pursuant to this Ordinance, and, after slowing, to maintain the reduced speed of the motor vehicle in the zone. Vehicles already within the school zone shall be strictly required to abide by the posted sign during the periods indicated. Further, it shall be unlawful for any person to tamper with, alter, remove, destroy, cover or hinder the visibility, of any traffic device control device erected by this Ordinance in a manner which is inconsistent with its use as a traffic control device. Any person who violates this Ordinance or part thereof shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not less than $50.00 nor more than $200.00.

Section 5. Prima Facia Speed. Unless otherwise posted and designated, the maximum prima facia reasonable and prudent speed upon any roadway constituting an urban district shall be 30 miles per hour upon any roadway within the City limits and 15 miles per hour upon any alley within the City limits.

Section 6. Emergency. The City Council hereby finds and declares that the adoption, passage and immediate enforcement of this Ordinance is an emergency and is necessary for the preservation and protection of the City and its citizens.

Section 7. Conflicting Ordinances. All parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only. In event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of the most restrictive ordinance shall govern.

Section 8. Effective Date. This Ordinance shall take effect immediately from and after its passage.

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

Section 10. **Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED on this _____ day of _____, 2013.

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

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

EXHIBIT "A"

Winkley Elementary School Speed Zones
City of Leander, Texas

Column I Boundaries of Speed Zone Controlled by Sign	Column II Street and Traffic Controlled	Column III Maximum Speed	Column IV Time Periods School Zone is Effective
Approximately 180 feet northeast of the junction of Raindance and Highland Trl to the junction of Raindance and Highland Trl for a distance of approximately 180 feet	Raindance, all traffic	20	7:00 AM to 7:55 AM and 2:35 PM to 3:15 PM
Approximately 180 feet northeast of the junction of Running Wyld and Highland Trl to the junction of Running Wyld and Highland Trl for a distance of approximately 180 feet	Running Wyld, all traffic	20	7:00 AM to 7:55 AM and 2:35 PM to 3:15 PM
Approximately 170 feet southwest of the intersection of Pow Wow and Quick Fort to approximately 170 feet northeast of the intersection of Pow Wow and Highland Trl for a distance of approximately 1,290 feet	Pow Wow, all traffic	20	7:00 AM to 7:55 AM and 2:35 PM to 3:15 PM
Approximately 150 feet southeast of the intersection of Highland Trl and Osage Dr to approximately 180 feet west of the intersection of Highland Trl and Pow Wow for a distance of approximately 1,500 feet	Highland Trl, all traffic	20	7:00 AM to 7:55 AM and 2:35 PM to 3:15 PM
Approximately 120 feet northwest of the junction of Thunder Horse and Pow Wow to the junction of Thunder Horse and Pow Wow for a distance of approximately 120 feet	Thunder Horse, all traffic	20	7:00 AM to 7:55 AM and 2:35 PM to 3:15 PM
Approximately 130 feet northwest of the junction of Rusty Spur and Pow Wow to the junction of Rusty Spur and Pow Wow for a distance of approximately 130 feet	Rusty Spur, all traffic	20	7:00 AM to 7:55 AM and 2:35 PM to 3:15 PM
Approximately 190 feet northwest of the intersection of Quick Fort and Pow Wow to the junction of Quick Fort and Osage Dr for a distance of approximately 1,060 feet	Quick Fort, all traffic	20	7:00 AM to 7:55 AM and 2:35 PM to 3:15 PM
Approximately 120 feet southwest of the junction of Western Justice and Quick Fort to the junction of Western Justice and Quick Fort for a distance of approximately 120 feet	Western Justice, all traffic	20	7:00 AM to 7:55 AM and 2:35 PM to 3:15 PM
Approximately 200 feet southwest of the junction of Buffalo Speedway and Quick Fort to the junction of Buffalo Speedway and Quick Fort for a distance of approximately 200 feet	Buffalo Speedway, all traffic	20	7:00 AM to 7:55 AM and 2:35 PM to 3:15 PM
Approximately 170 feet southwest of the intersection of Osage Dr and Quick Fort to the intersection of Osage Dr and the southbound lane of N Lakeline Blvd for a distance of approximately 1,450 feet	Osage Dr, all traffic	20	7:00 AM to 7:55 AM and 2:35 PM to 3:15 PM
Approximately 350 feet east of the intersection of Osage Dr and the southbound lane of N Lakeline Blvd to the intersection of Osage Dr and the southbound lane of N Lakeline Blvd for a distance of approximately 350 feet	Osage Dr, all traffic	30	7:00 AM to 9:00 AM and 2:30 PM to 4:30 PM
Approximately 440 feet north of the intersection of N Lakeline Blvd and Osage Dr to approximately 280 feet south of the intersection of N Lakeline Blvd and Osage Dr for a distance of approximately 720 feet	N Lakeline Blvd, all traffic	30	7:00 AM to 9:00 AM and 2:30 PM to 4:30 PM

WILLIAM J WINKLEY ELEMENTARY
POW WOW
RUSTY SPUR
THURMAN HORSE
WESTERN JUSTICE
QUICK FORT
BUFFALO SPEEDWAY
RUNNING WYLD
ALAMO BOUND
PAINDANCE
N LAKELINE BLVD
OSAGE DR
HIGHLAND TRL
SUN MOUNTAIN
CROSS DRAW
OUTBACK
SAY CORRAL RD
SILVER SPUR LN
CHOWN KING WAY
0
100
200
Feet
School Zone Hours
7:00-7:55 AM / 2:35-3:15 PM
7:00-9:00 AM / 2:30-4:30 PM
Crosswalk Ahead Sign
Crosswalk Sign
Begin School Zone Sign
End School Zone Sign
Crosswalks
City Limits

AGENDA ITEM # 5

Executive Summary

August 29, 2013

Council Agenda Subject: An Ordinance Abandoning Portions of the Original Hero Way Right-of-Way and Authorizing Conveyance of said Right-of-Way and Authorizing the Release and Termination of Certain Related Easements

Background: This ordinance authorizes the abandonment and conveyance to the abutting property owner (Leander Partners, Ltd.) portions of right-of-way (the "ROW") dedicated to the City in 2004 for construction of Hero Way. The ROW and related easements were granted to the City outside of the usual land development processes. Ultimately, the ROW was not used for the construction of Hero Way, and Leander Partners dedicated other right-of-way to the City for the construction of Hero Way and Mel Mathis Boulevard. The ordinance and related documents provide for the City to retain ownership of the portions of the ROW that have been paved. The ordinance also authorizes the release and termination of easements related to the 2004 right-of-way dedication that are no longer required with the ROW being abandoned.

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

Financial Consideration: N/A

Recommendation: Staff recommends City Council's approval of the Ordinance.

Attachments: Ordinance and Exhibits

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

ORDINANCE No. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ABANDONING PORTIONS OF THE ORIGINAL HERO WAY RIGHT-OF-WAY AND AUTHORIZING CONVEYANCE OF SAID RIGHT-OF-WAY; AUTHORIZING THE RELEASE AND TERMINATION OF CERTAIN RELATED EASEMENTS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, Leander Partners, Ltd., a Texas limited partnership purported to dedicate to the City of Leander, Texas (the "City") right-of-way for a road to be known as Hero Way and certain easements for drainage, wastewater, and trail access related to the Hero Way right-of-way dedication, said right of way being more particularly described in Document No. 2004089007, Official Public Records of Williamson County, Texas and Attachment A (the "Original Hero Way");

Whereas, City Council finds and declares that: (1) the Original Hero Way was an unauthorized dedication inconsistent with the City's Subdivision Ordinance and land development regulations; (2) such attempted dedication was rejected and later accepted by the City with limitations and findings of fact as provided in City Resolution R05-017-00; (3) Transit Village Investments, Ltd., a Texas limited partnership (the "Owner"), successor in interest to Leander Partners, Ltd., a Texas limited partnership owns the land that includes the Original Hero Way; (4) the City and Owner agreed to exchange the Original Hero Way, save and except Tract 1 described in Attachment A and the property described in Attachment A-1 (the "ROW"), in exchange for dedication of right-of-way for Hero Way and Mel Mathis Boulevard (the "Substituted ROW"); (4) the Substituted ROW has been conveyed to and accepted by the City; and (5) the conveyance of the ROW to the Owner is for the purpose of correcting errors and clearing title to the property upon which the ROW is located;

Whereas, the ROW is surplus and not necessary for use by the City, the general public, or the landowners adjacent thereto as an alley or street;

Whereas, the fair market value of the Substituted ROW given to the City is approximately the same as the fair market value of the ROW to be abandoned and released by the City;

Whereas, the City is authorized by the Local Government Code to exchange rights-of-way without obtaining an appraisal and without bidding; and

Whereas, with the abandonment of the ROW, the City finds and determines that certain easements which were dedicated in connection with the dedication of ROW, being more particularly described in Section 4 below and Attachment B, are no longer necessary for use by the City under current development plans for the property upon which the easements are located;

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

Section 1. **Findings of Fact.** The findings and recitations set out hereinabove are 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. **Right-of-Way.** The portion of the right-of-way described in Document No. 2004089007, Official Public Records of Williamson County, Texas and Attachment A, save and except Tract 1, as described in Attachment A and the portion of Tract 2 described in Attachment A-1 (the "ROW"), is hereby permanently closed, vacated, and abandoned by the City and the general public. The City shall retain and does hereby accept ownership of Tract 1 described in Attachment A and the property described in Attachment A-1.

Section 3. **Consideration and Authorization to Execute Special Warranty Deed.** In consideration for the dedication of the Substituted ROW, the Mayor and the City Secretary are hereby authorized, empowered, instructed and directed to execute a special warranty deed in a form substantially similar to that attached hereto as Attachment C conveying the rights and interests of the City in the ROW to the Owner; provided that Owner shall pay the attorney's fees and expenses incurred in preparing the documents related to the ROW abandonment and conveyance and the termination of easements authorized herein. Upon the execution and filing of the special warranty deed described in this Ordinance in the county real property records, such deed shall be and become a valid and binding act and deed of the City of Leander, Texas.

Section 4. **Release and Termination of Easements.** (a) Upon payment of the attorney's fees described in Section 3, the Mayor and the City Secretary are further authorized, empowered, instructed, and directed to execute a Release and Termination of Easements in a form substantially similar to that attached hereto as Attachment B releasing and terminating the following-described easements:

1) An approximately 27.55 acre drainage easement, located in Leander, Williamson County, Texas, more particularly described in Document No. 2004036926, Official Public Records of Williamson County, Texas and in Attachment B attached hereto and incorporated herein for all purposes;
2) An approximately 0.60 acre drainage easement, located in Leander, Williamson County, Texas, more particularly described in Document No. 2004089009, Official Public Records of Williamson County, Texas and in Attachment B attached hereto and incorporated herein for all purposes;
3) An approximately 0.04 acre wastewater easement, located in Leander, Williamson County, Texas, more particularly described in Document No. 2004089008, Official Public Records of Williamson County, Texas and in Attachment B attached hereto and incorporated herein for all purposes; and
4) An approximately 11.43 acre trail access easement, located in Leander, Williamson County, Texas, more particularly described in Document No. 2004036925, Official Public Records of Williamson County, Texas and in Attachment B attached hereto and incorporated herein for all purposes.

(b) Upon the execution and filing of the Release and Termination of Easements described in this Ordinance in the county real property records, such Release and Termination of Easements shall be and become a valid and binding act of the City of Leander, Texas.

Section 5. **Effective Date**. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 6. **Open Meetings**. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

FINALLY PASSED AND ADOPTED this _____ day of _____, 2013.

Attest: **The City of Leander, Texas**

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

Attachment A
Description of the Original Hero Way

DESCRIPTION

DESCRIBING TWO (2) TRACTS OF LAND HEREINAFTER REFERRED TO AS TRACT 1 AND TRACT 2, SAID TWO TRACTS BEING A PART OF THE TALBOT CHAMBERS SURVEY A-125, WILLIAMSON COUNTY, TEXAS, TRACT 1 CONTAINING 9,441 SQUARE FEET OF LAND (0.217 OF ONE ACRE) AND BEING A PART OF THAT CERTAIN 5.24 ACRE TRACT DESCRIBED IN A DEED TO LEANDER PARTNERS, LTD., AS RECORDED IN DOCUMENT NUMBER 2002014216 OF THE DEED RECORDS OF THE SAID COUNTY, TRACT 2 CONTAINING 10.05 ACRES AND BEING A PART OF THAT CERTAIN 74.52 ACRE TRACT AND THAT CERTAIN 71.146 ACRE TRACT DESCRIBED IN THE SAID DEED TO LEANDER PARTNERS, LTD., SAID TWO TRACTS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1

BEGINNING for reference at an iron rod found at the south corner of the said 5.24 acre tract, same being at the intersection of the east right-of-way line of U.S. Highway 183 as described in Volume 452, Page 668 of the said Deed Records and the west right-of-way line of Austin and Northwestern Railroad as described in Volume 1417, Page 282 of the said Deed Records;

THENCE, with the east boundary line of the said 5.24 acre tract, N21°07'11"W, 676.01 feet to an iron rod set at the POINT OF BEGINNING of the herein described tract of land;

THENCE, through the interior of the said 5.24 acre tract, the following two (2) courses:

1) S69°00'05"W, 80.83 feet to an iron rod set;
2) S21°43'25"W, 36.73 feet to an iron rod set in the said east line of U.S. Highway 183;

THENCE, with the said line of U.S. Highway 183, along a curve to the right having a radius of 1851.68 feet, an arc length of 131.91 feet, a central angle of 4°04'54" and a chord which bear N23°30'47"W, 131.88 feet to an iron rod set;

THENCE, through the interior of the said 5.24 acre tract, the following two (2) courses:

1) S66°16'28"E, 35.20 feet to an iron rod set;
2) N69°00'05"E, 86.36 feet to an iron rod set in the east boundary line of the said 5.24 acre tract;

THENCE, with the said east line, S21°07'11"E, 80.00 feet to the POINT OF BEGINNING and containing 9,441 square feet of land.

TRACT 2

BEGINNING for reference at an iron rod found at the southwest corner of the said 74.52 acre tract, same being in the east right-of-way line of the Austin and Northwestern Railroad as recorded in Volume 1417, Page 282 of the said Official Public Records and at the northwest corner the said 71.146 acre tract;

THENCE, with the west line of the said 74.52 acre tract, the following two (2) courses:

1) N21°28'09"W, 26.58 feet to an iron rod found;
2) N21°06'04"W, 696.47 feet to an iron rod set at the POINT OF BEGINNING of the herein described tract of land;

THENCE, continuing with the said west line, N21°06'04"W, 80.00 feet to an iron rod set;

THENCE, through the interior of the said 74.52 acre 71.146 acre tracts, the following twenty-three (23) courses:

1) N69°00'05"E, 184.67 feet to an iron rod set;
2) Along a curve to the right having a radius of 510.00 feet, an arc length of 97.18 feet, a central angle of 44°37'15" and a chord which bears S88°41'18"E, 387.22 feet to an iron rod set;
3) S66°22'40"E, 106.65 feet to an iron rod set;
4) Along a curve to the left having a radius of 430.00 feet, an arc length of 239.82 feet, a central angle of 31°57'18" and a chord which bears S82°21'19"E, 236.72 feet to an iron rod set;
5) N81°40'02"E, 35.81 feet to an iron rod set;
6) Along a curve to the left having a radius of 25.00 feet, an arc length of 39.41 feet, a central angle of 90°19'32" and a chord which bears N36°30'16"E, 35.46 feet to an iron rod set;
7) N77°50'43"E, 90.18 feet to an iron rod set;
8) Along a curve to the left having a radius of 955.00 feet, an arc length of 717.39 feet, a central angle of 43°02'25" and a chord which bears S29°50'55"E, 700.64 feet to an iron rod set;
9) S51°22'07"E, 218.31 feet to an iron rod set;
10) Along a curve to the right having a radius of 1045.00 feet, an arc length of 331.32 feet, a central angle of 18°09'58", and a chord which bears S42°17'08"E, 329.94 feet to an iron rod set;
11) S50°48'16"E, 46.53 feet tn an iron rod set;
12) Along a curve to the right having a radius of 1060.00 feet, an arc length of 159.00 feet, a central angle of 8°35'40", and a chord which bears S26°30'26"E, 158.85 feet to an iron rod set;
13) S22°12'36"E, 50.00 feet to an iron rod set;
14) Along a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of 90°00'00", and a chord which bears S67°12'36"E, 35.36 feet to an iron rod set;
15) S22°12'36"E, 160.00 feet to an iron rod set;
16) Along a curve to the left having a radius of 25.00, an arc length of 39.27 feet, a central angle of 90°00'00", and a chord which bears S22°47'24"W, 35.36 feet to an iron rod set;
17) S67°47'24"W, 120.00 feet to an iron rod set;
18) Along a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of 90°00'00", and a chord which bears N67°12'36"W, 35.36 feet to an iron rod set;
19) S67°47'24"W, 200.00 feet to an iron rod set;
20) S87°47'24"W, 43.86 feet to an iron rod set;
21) S67°47'24"W, 567.39 feet to an iron rod set;
22) Along a curve to the left having a radius of 25.00 feet, an arc length of 38.74 feet, a central angle of 88°46'39", and a chord which bears S23°24'04"W, 34.98 feet to an iron rod set;
23) S20°59'15"E, 148.46 feet to an iron rod set at the northeast corner of Gabriel Street, same being in the south line of the said 71.146 acre tract;

THENCE, with the said south line, S67°32'15"W, 60.02 feet to an iron rod set at the northwest corner of the said Gabriel Street;

THENCE, through the interior of the said 71.146 acre tract, the following five (5) courses:

1) N20°59'15"W, 147.66 feet to an iron rod set;
2) Along a curve to the left having a radius of 25.00 feet, an arc length of 39.80 feet, a central angle of 91°13'21", and a chord which bears N66°35'56"W, 35.73 feet to an iron rod set;
3) S67°47'24"W, 54.06 feet to an iron rod set;
4) S47°47'24"W, 43.86 feet to an iron rod set;
5) S67°47'24"W, 200.00 feet to an iron rod set in the west line of the said 71.146 acre tract, same being the east line of the said Austin and Northwestern Railroad tract;

THENCE, with the west line of the said 71.146 acre tract, N21°04'35"W, 160.03 feet to an iron rod set;

THENCE, through the interior of the said 71.146 acre and 74.52 acre tracts, the following eighteen (18) courses:

1) N67°47'24"E, 196.83 feet to an iron rod set;
2) N87°47'24"E, 43.86 feet to an iron rod set;
3) N67°47'24"E, 731.47 feet to an iron rod set;
4) N47°47'24"E, 43.86 feet to an iron rod set;
5) N67°47'24"E, 200.00 feet to an iron rod set;
6) Along a curve to the left having a radius of 25.00, an arc length of 39.27 feet, a central angle of 90°00'00", and a chord which bears N22°47'24"E, 35.36 feet to an iron rod set;
7) N22°12'36"W, 50.00 feet to an iron rod set;
8) Along a curve to the left having a radius of 940.00 feet, an arc length of 141.00 feet, a central angle of 8°35'40", and a chord which bears N26°30'26"W, 140.87 feet to an iron rod set;
9) N10°48'16"W, 41.53 feet to an iron rod set;
10) Along a curve to the left having a radius of 955.00 feet, an arc length of 303.73 feet, a central angle of 18°13'21" and a chord which bears N42°15'27"W, 302.45 feet to an iron rod set;
11) N51°22'07"W, 218.31 feet to an iron rod set;
12) Along a curve to the right having a radius of 1045.00 feet, an arc length of 651.66 feet, a central angle of 35°43'46", and a chord which bears N33°30'14"W, 641.15 feet to a point;
13) Along a curve to the left having a radius of 25.00 feet, an arc length of 36.08 feet, a central angle of 82°41'37" and a chord which bears N56°59'10"W, 33.03 feet to a point;
14) S81°40'02"W, 44.48 feet to a point;
15) Along a curve to the right having a radius of 510.00 feet, an arc length of 284.44 feet, a central angle of 31°57'18" and a chord which bears N82°21'19"W, 280.76 feet to a point;
16) N66°22'40"W, 106.65 feet to a point;
17) Along a curve to the left having a radius of 430.00 feet, an arc length of 334.88 feet, a central angle of 44°37'15" and a chord which bears N88°41'18"W, 326.48 feet to a point;
18) S69°00'05"W, 184.52 feet to the POINT OF BEGINNING and containing 10.05 acres of land.

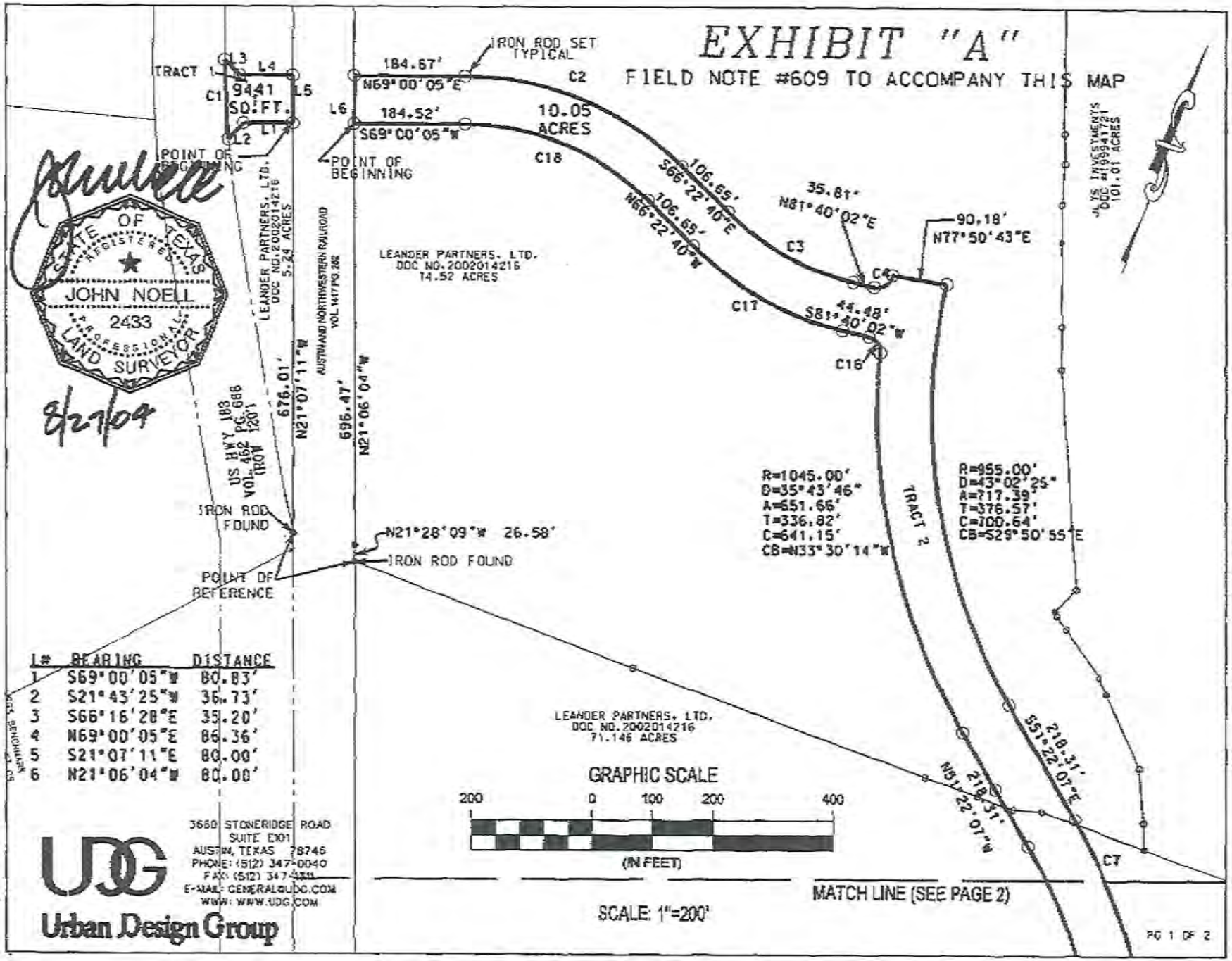
Field Notes Prepared by
URBAN DESIGN GROUP
3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040

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

Date: January 13, 2004
(Revised August 27, 2004)

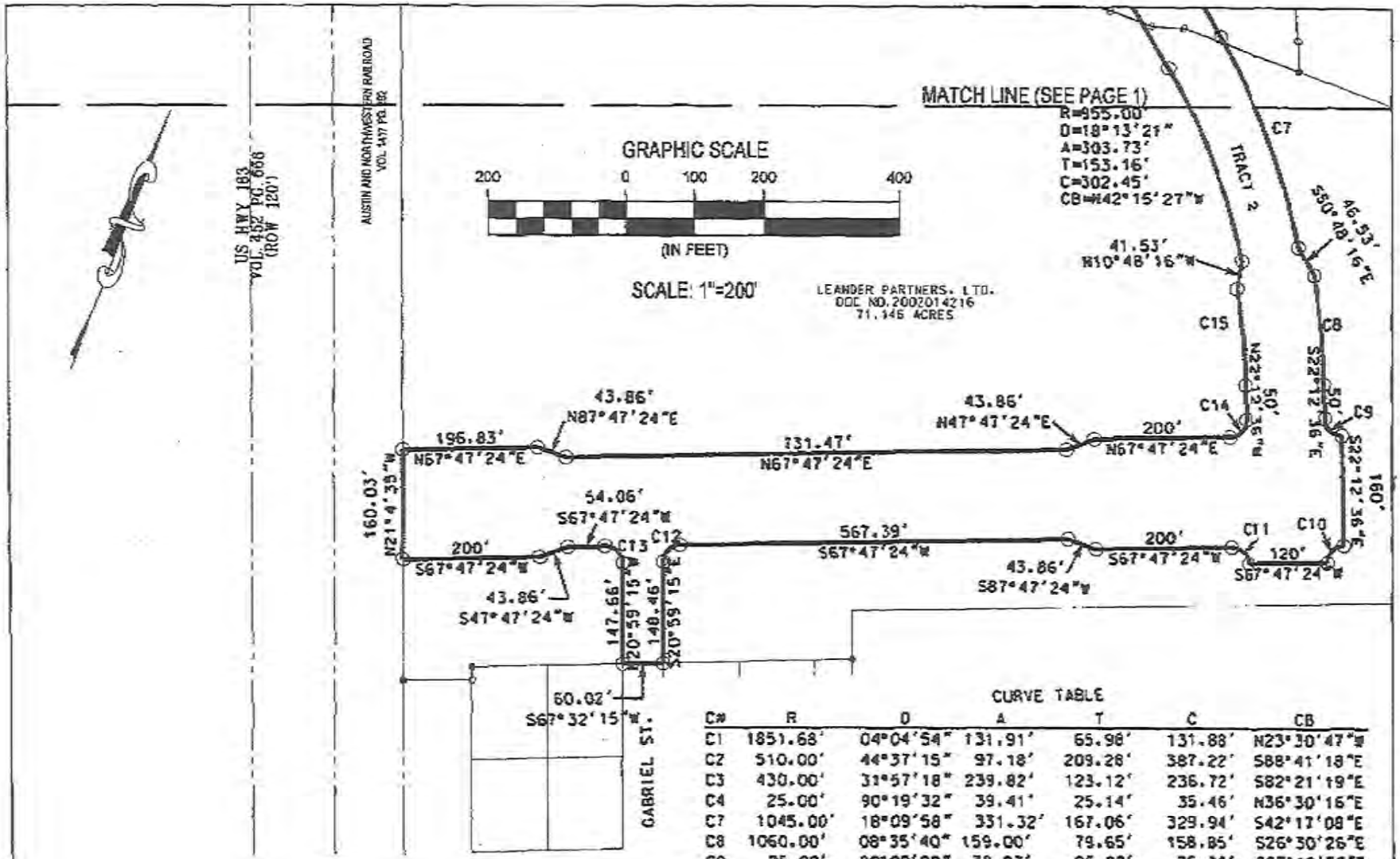
Sketch or map attached.

Bearing Basis: Texas State Plane Coordinate System, NAD 83, Texas Central Zone.



L#	BEARING	DISTANCE
1	S69°00'05"W	80.83'
2	S21°43'25"W	36.73'
3	S66°16'28"E	35.20'
4	N69°00'05"E	86.36'
5	S21°07'11"E	80.00'
6	N21°06'04"W	80.00'

3660 STONERIDGE ROAD
SUITE E101
AUSTIN, TEXAS 78746
PHONE: (512) 347-0040
FAX: (512) 347-0311
E-MAIL: GENERAL@UDG.COM
WWW: WWW.UDG.COM
UDG
Urban Design Group



CURVE TABLE

C#	R	D	A	T	C	CB
C1	1851.68'	04°04'54"	131.91'	65.98'	131.88'	N23°30'47"W
C2	510.00'	44°37'15"	97.18'	209.28'	387.22'	S88°41'18"E
C3	430.00'	31°57'18"	239.82'	123.12'	236.72'	S82°21'19"E
C4	25.00'	90°19'32"	39.41'	25.14'	35.46'	N36°30'16"E
C7	1045.00'	18°09'58"	331.32'	167.06'	329.94'	S42°17'08"E
C8	1060.00'	08°35'40"	159.00'	79.65'	158.85'	S26°30'26"E
C9	25.00'	90°00'00"	39.27'	25.00'	35.36'	S67°12'36"E
C10	25.00'	90°00'00"	39.27'	25.00'	35.36'	S22°47'24"W
C11	25.00'	90°00'00"	39.27'	25.00'	35.36'	N67°12'36"W
C12	25.00'	88°46'39"	38.74'	24.47'	34.98'	S23°24'04"W
C13	25.00'	91°13'21"	39.80'	25.54'	35.73'	N66°35'56"W
C14	25.00'	90°00'00"	39.27'	25.00'	35.36'	N22°47'24"E
C15	940.00'	08°35'40"	141.00'	70.63'	140.87'	N26°30'26"W
C16	25.00'	82°41'37"	36.08'	22.00'	33.03'	N56°59'10"W
C17	510.00'	31°57'18"	284.44'	146.02'	280.76'	N82°21'19"W
C18	430.00'	44°37'15"	334.68'	176.45'	326.48'	N89°41'18"W

3660 STONERIDGE ROAD
SUITE E101
AUSTIN, TEXAS 78746
PHONE: (512) 347-0040
FAX: (512) 347-1311
E-MAIL: GENERAL@UDG.COM
WWW: WWW.UDG.COM
Urban Design Group

Attachment A-1
Portion of Tract 2 to be Retained by the City

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
Office: 512-443-17 .4
Fax: 512-389-0 .3
3500 McCall Lane
Austin, Texas 78744

0.548 ACRE RIGHT-OF-WAY TRACT
TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.548 ACRES (APPROXIMATELY 23,892 SQ. FT.) IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 10.05 ACRE TRACT CONVEYED TO THE CITY OF LEANDER IN A RIGHT-OF-WAY DEDICATION DATED NOVEMBER 15, 2004 AND RECORDED IN DOCUMENT NO. 2004089007 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.548 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the east right-of-way line of the Capital Metropolitan Transportation Authority Railroad (100' right-of-way) described in Document No. 2000020773 of the Official Public Records of Williamson County, Texas, being also in the west line of Lot 2 of San Gabriel Park, a subdivision of record in Cabinet Y, Slides 364-367 of the Plat Records of Williamson County, Texas, for the northwest corner of said 10.05 acre tract, from which a 1/2" rebar found for the northwest corner of said Lot 2 bears North 21°06'04" West, a distance of 1709.59 feet;

THENCE with the north line of said 10.05 acre tract, the following two (2) courses and distances:

1. North 68°55'55" East, a distance of 184.90 feet to a calculated point;

2. With a curve to the right, having a radius of 510.00 feet, a delta angle of 13°37'07", an arc length of 121.22 feet, and a chord which bears North 75°42'41" East, a distance of 120.94 feet to a calculated point, from which, a 1/2" rebar found in the north line of said 10.05 acre tract bears with a curve to the right, having a radius of 510.00 feet, a delta angle of 31°03'41", an arc length of 276.48 feet, and a chord which bears South 81°56'55" East, a distance of 273.11 feet;

THENCE South 10°23'17" East, crossing said 10.05 acre tract, a distance of 80.12 feet to a calculated point in the south line of said 10.05 acre tract, being also in the north line of Lot 1 of said San Gabriel Park;

THENCE with the north line of said Lot 1, being the south line of said 10.05 acre tract, the following two (2) courses and distances:

1. With a curve to the left, having a radius of 430.00 feet, a delta angle of 14°09'37", an arc length of 106.27 feet, and a chord which bears South 75°58'56" West, a distance of 106.00 feet to a calculated point;

2. South 68°55'55" West, a distance of 184.90 feet to a calculated point in the east right-of-way line of said Capital Metropolitan Transportation Authority Railroad, for the southwest corner of said 10.05 acre tract and the northwest corner of said Lot 1, from which a 1/2" rebar found in the east right-of-way line of said Capital Metropolitan Transportation Authority Railroad for the southwest corner of said Lot 1 bears South 21°06'04" East, a distance of 696.46 and South 21°28'09" East, a distance of 26.59 feet;

THENCE North 21°06'04" West, with the east right-of-way line of said Capital Metropolitan Transportation Authority Railroad, being the west line of said 10.05 acre tract, a distance of 80.00 feet to the **POINT OF BEGINNING**, containing 0.548 acres of land, more or less.

Surveyed on the ground June 24, 2013. Bearing Basis: The Texas Coordinate System of 1983 (NAD 83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS). Attachments: Drawing 960-001-ROW S&E.

6.25.13

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.548 ACRES (APPROXIMATELY 23,892 SQ. FT.) IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 10.05 ACRE TRACT CONVEYED TO THE CITY OF LEANDER IN A RIGHT-OF-WAY DEDICATION DATED NOVEMBER 15, 2004 AND RECORDED IN DOCUMENT NO. 2004089007 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND	
●	1/2" REBAR FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68°55'55"E	184.90'
	(N69°00'05"E)	(184.67')
L2	S10°23'17"E	80.12'
L3	S68°55'55"W	184.90'
	(S69°00'05"W)	(184.52')
L4	N21°06'04"W	80.00'
	(N21°06'04"W)	(80.00')
L5	S21°06'04"E	696.46'
	(S21°06'04"E)	(696.47')
L6	S21°28'09"E	26.59'
	(S21°28'09"E)	(26.58')

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	TANGENT
C1	510.00'	13°37'07"	121.22'	N75°42'41"E	120.94'	60.90'
C2	430.00'	14°09'37"	106.27'	S75°58'56"W	106.00'	53.41'
C3	510.00'	31°03'41"	276.48'	S81°56'55"E	273.11'	141.73'
(C4)	(510.00')	(44°37'15")	(97.18')	(S88°41'18"E)	(387.22')	(209.28')
(C5)	(430.00')	(31°57'18")	(239.82')	(S82°21'19"E)	(236.72')	(123.12')

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

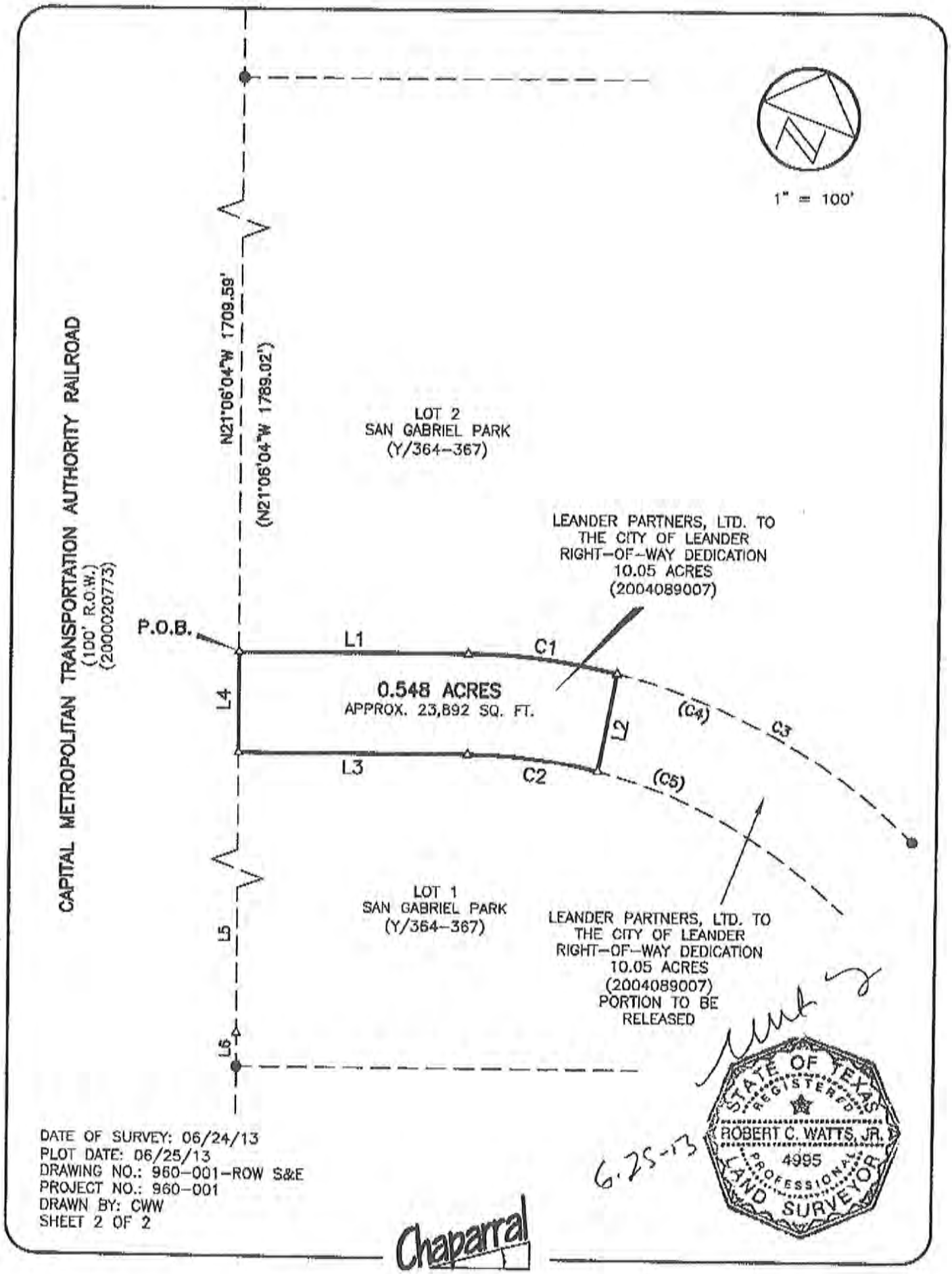
ATTACHMENTS: METES AND BOUNDS DESCRIPTION 960-001-ROW S&E

DATE OF SURVEY: 06/24/13
PLOT DATE: 06/25/13
DRAWING NO.: 960-001-ROW S&E
PROJECT NO.: 960-001
DRAWN BY: CWW
SHEET 1 OF 2

STATE OF TEXAS
REGISTERED
ROBERT C. WATTS, JR.
4995
PROFESSIONAL
LAND SURVEYOR

6-25-13

Chaparral



DATE OF SURVEY: 06/24/13
PLOT DATE: 06/25/13
DRAWING NO.: 960-001-ROW S&E
PROJECT NO.: 960-001
DRAWN BY: CWW
SHEET 2 OF 2

Chaparral

Attachment B

RELEASE AND TERMINATION OF EASEMENTS

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, following-described easements (the "Easements") were dedicated to the City of Leander, Texas (the "City"), which are located on those certain tracts or parcels of land being a 74.52 acre tract, more or less, described in Document No. 2002014216 of the Official Public Records of Williamson County, Texas and Lot 1, San Gabriel Park, described in the instrument recorded in Cabinet Y, Slide 364-367, Official Public Records of Williamson County, Texas (the "Property"):

a) An approximately 27.55 acre drainage easement, located in Leander, Williamson County, Texas, being more particularly described in Document No. 2004036926, Official Public Records of Williamson County, Texas and in Exhibit A attached hereto and incorporated herein for all purposes;
b) An approximately 0.60 acre drainage easement, located in Leander, Williamson County, Texas, being more particularly described in Document No. 2004089009, Official Public Records of Williamson County, Texas and in Exhibit B attached hereto and incorporated herein for all purposes;
c) An approximately 0.04 acre wastewater easement, located in Leander, Williamson County, Texas, being more particularly described in Document No. 2004089008, Official Public Records of Williamson County, Texas and in Exhibit C attached hereto and incorporated herein for all purposes; and
d) An approximately 11.43 acre trail access easement, located in Leander, Williamson County, Texas, being more particularly described in Document No. 2004036925, Official Public Records of Williamson County, Texas and in Exhibit D attached hereto and incorporated herein for all purposes;

WHEREAS, the Easements were granted in connection with a right-of-way dedication made to the City, which the City authorized be abandoned, released, and conveyed to the adjacent property owner;

WHEREAS, the City has determined that the Easements are no longer necessary as they relate to the Property; and

WHEREAS, the City desires to terminate and grant a release of the Easements and has acted by passing Ordinance No. ____ on the 15th of August, 2013;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of all present and future owners of the Property, or any portion thereof, the City has **RELEASED AND TERMINATED** and, by these presents,

does **RELEASE AND TERMINATE** the Easements. By execution hereof, the City confirms and acknowledges the Easement will be of no further force or effect.

EXECUTED TO BE EFFECTIVE the ___ day of _____, 2013.

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

_____ _____
Debbie Haile, City Secretary Christopher Fielder, Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___day of _____, 2013.

[Seal]

_____
Notary Public in and for the State of Texas

AFTER RECORDING PLEASE RETURN TO:
City of Leander
City Secretary
P.O. Box 319
Leander, Texas 78646

DESCRIPTION

DESCRIBING 27.55 ACRES OF LAND SITUATED IN THE TALBOT CHAMBER SURVEY ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS, SAME BEING OUT OF A 74.48 ACRE TRACT AS DESCRIBED IN A DEED TO LEANDER PARTNERS, LTD., AS RECORDED IN DOCUMENT 2002014216 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 27.55 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING for point of reference at an iron rod found at the southwest corner of said 74.48 acre tract;

THENCE, along the common line of said 74.48 acre tract and the City of Austin (Austin Northwestern Railroad) as recorded in Volume 1417, Page 282 of the Deed Records of Williamson County, Texas, the following two (2) courses:

1) N21°28'09"W, a distance of 26.58 feet to a point;
2) N21°06'04"W, a distance of 1,145.02 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, N21°06'04"W along said common line, a distance of 877.75 feet to a point;

THENCE, through the interior of said 74.48 acre tract, the following six (6) courses:

1) N68°47'20"E, a distance of 149.80 feet to a point;
2) S77°51'49"E, a distance of 215.20 feet to a point;
3) S63°09'55"E, a distance of 224.27 feet to a point;
4) S44°53'13"E, a distance of 566.79 feet to a point;
5) S54°15'09"E, a distance of 666.55 feet to a point;
6) S58°54'28"E, a distance of 163.95 feet on the east line of said 74.48 acre tract;

THENCE, along the common line of said 74.48 acre tract and a 101.0 acre tract of land as described in Document 199941721 of the Deed Records of Williamson County, Texas, the following courses:

1) S21°18'29"E, a distance of 25.26 feet to a point;
2) S20°56'25"E, a distance of 136.75 feet to a point;
3) S21°14'08"E, a distance of 70.92 feet to a point;
4) S25°02'46"E, a distance of 366.47 feet to a point;
5) S24°25'14"W, a distance of 50.08 feet to an iron rod found;

EXHIBIT
A

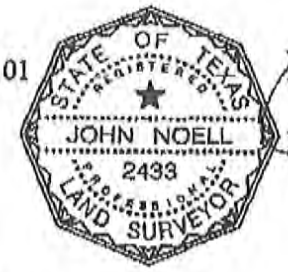
6) S43°19'04"E, a distance of 8.12 feet to a point;
7) S55°09'20"E, a distance of 26.98 feet to a point;
8) S56°57'21"E, a distance of 96.63 feet to a point;
9) S47°02'59"E, a distance of 30.12 feet to an iron rod found;
10) S45°42'29"E, a distance of 135.02 feet to a point;
11) S25°58'57"E, a distance of 32.05 feet to a point;

THENCE, through the interior of said 74.48 acre tract, the following courses:

1) N56°15'42"W, a distance of 228.87 feet to a point;
2) N62°45'59"W, a distance of 106.80 feet to a point;
3) N47°43'30"W, a distance of 241.53 feet to a point;
4) N79°11'28"W, a distance of 63.46 feet to a point;
5) N86°48'32"W , a distance of 271.96 feet to a point;
6) N54°13'05"W, a distance of 72.12 feet to a point;
7) N21°08'36"W, a distance of 101.33 feet to a point;
8) N57°23'38"W, a distance of 87.64 feet to a point;
9) N76°27'31"W, a distance of 121.95 feet to a point;
10) N85°21'17"W, a distance of 248.52 feet to a point;
11) N65°23'27"W, a distance of 294.39 feet to a point;
12) N37°01'32"W, a distance of 195.65 feet to a point;
13) N29°10'09"W, a distance of 87.83 feet to a point;
14) N59°48'57"W, a distance of 16.03 feet to the POINT OF BEGINNING and containing 27.55 acres of land.

Surveyed by
URBAN DESIGN GROUP
3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040

Sketch or map attached.



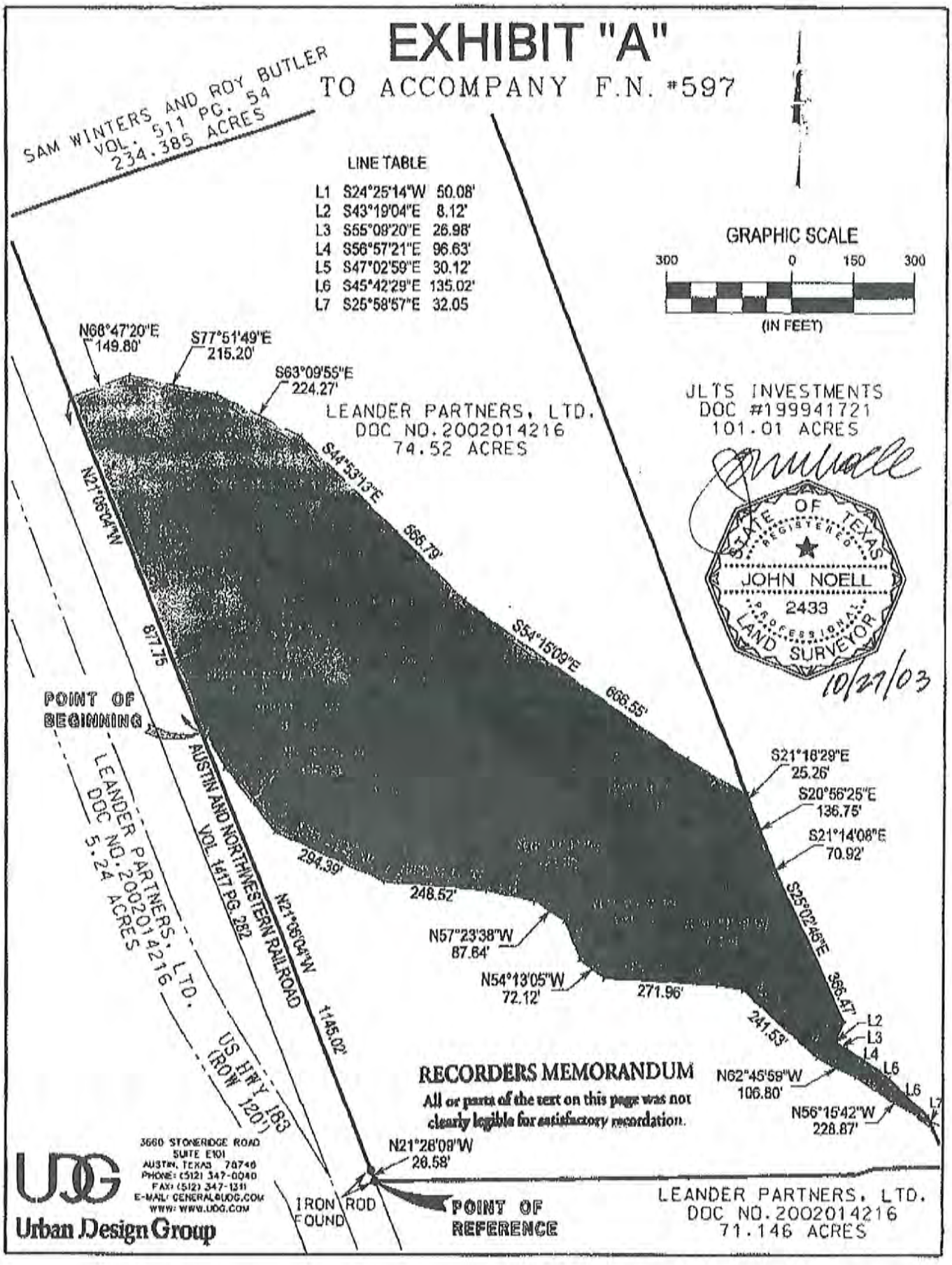
John Noell, R.P.L.S. #2433

Date: October 24, 2003

C:\Jobs\Leander Tract - 99-085\Field Note 597.wpd

EXHIBIT "A"

TO ACCOMPANY F.N. #597



FIELD NOTE 651
UDG #99-085

LEANDER PARTNERS, LTD.
DRAINAGE EASEMENT
SAN GABRIEL PARK

DESCRIPTION

DESCRIBING TWO (2) TRACTS OF LAND HEREIN AFTER REFERRED TO AS TRACT ONE AND TRACT TWO, TRACT ONE CONTAINING 939 SQUARE FEET (0.02 OF AN ACRE), TRACT TWO CONTAINING 25,137 SQUARE FEET (0.58 OF AN ACRE), BOTH TRACTS BEING A PART OF THE TALBOT CHAMBERS SURVEY A-125, WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PART OF LOT 2, SAN GABRIEL PARK, A SUBDIVISION RECORDED IN CABINET Y, SLIDES 364-367 OF THE PLAT RECORDS OF THE SAID COUNTY, SAID TWO TRACTS OF LAND BEING FURTHER DESCRIBED AS BEING A PART OF THAT CERTAIN 74.52 ACRE TRACT DESCRIBED IN A DEED TO LEANDER PARTNERS, LTD., AS RECORDED IN DOCUMENT NUMBER 2002014216 OF THE DEED RECORDS OF THE SAID COUNTY, SAID TWO TRACTS OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT ONE

BEGINNING at a point in the interior of the said Lot 2, same being the southwest corner of the herein described tract and from which an iron rod set at the western most northeast corner of Lot 1 of the said San Gabriel Park bears S56°03'07"W, 119.94 feet;

THENCE, continuing through the interior of the said Lot 2, the following four (4) courses:

1) Along a curve to the right having a radius of 955.00 feet, an arc length of 20.85 feet, a central angle of 1°15'02" and a chord which bears N11°15'47"W, 20.85 feet to a point;
2) N62°21'35"E, 43.96 feet to a point;
3) S27°38'25"E, 20.00 feet to a point;
4) S62°21'35"W, 49.83 feet to the POINT OF BEGINNING and containing 939 square feet of land.

TRACT TWO

BEGINNING at a point in the interior of the said Lot 2, same being the westerly most point of the herein described tract and from which an iron rod set at the southeast corner of Lot 1 of the said San Gabriel Park bears S70°38'47"W, 96.87 feet;

THENCE, continuing through the interior of the said Lot 2, the following three (3) courses:

1) N37°05'06"E, 99.49 feet to a point;
2) S52°54'54"E, 247.54 feet to a point;
3) S73°36'58"E, 65.43 feet to a point in a northeast line of the said Lot 2, same being a southwest line of that certain 101.01 acre tract described in a deed to JLTS Investments as recorded in Document Number 199941721 of the said Deed Records;

THENCE, with the said line, S45°42'29"E, 32.05 feet to a point;

THENCE, through the interior of the said Lot 2, the following five (5) courses:

1) N73°36'58"W, 134.21 feet to a point;
2) N52°54'54"W, 9.83 feet to a point;
3) S37°05'06"W, 89.14 feet to a point;
4) N51°22'07"W, 51.93 feet to a point;
5) Along a curve to the right having a radius of 955.00 feet, an arc length of 154.31 feet, a central angle of 9°15'28", and a chord which bears N46°44'23"W, 154.14 feet to the POINT OF BEGINNING and containing 25,137 square feet of land.

Field Notes Prepared by

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

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

Date: September 9, 2004

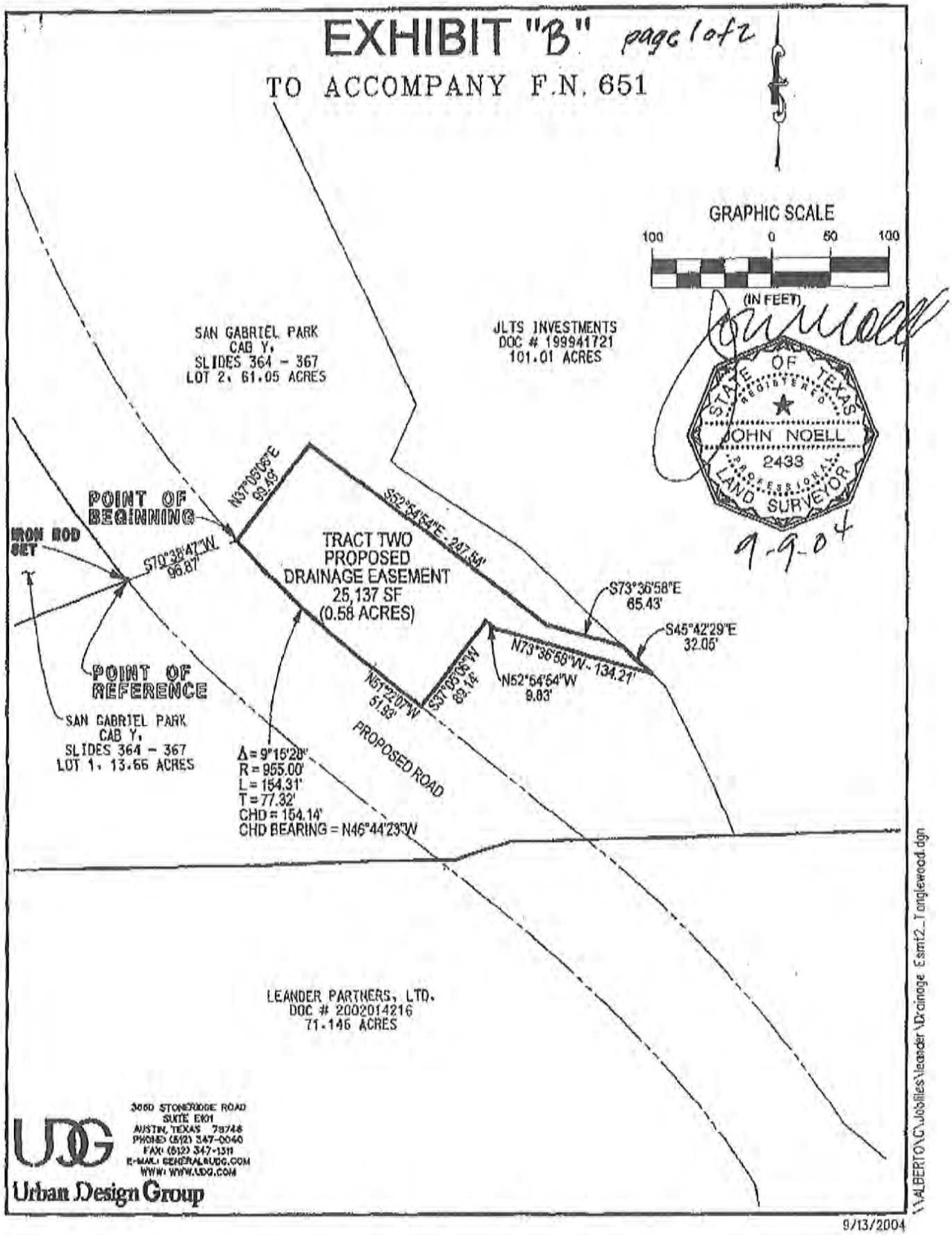
Sketch or map attached.

Bearing Basis: Texas State Plane Coordinate System, NAD 83, Texas Central Zone

\\bonnie-nancy\C\Jobs\Leander Tract (San Gabriel Park) - 99-085\Field Note 651.wpd

EXHIBIT "B" page 1 of 2

TO ACCOMPANY F.N. 651



3660 STONERIDGE ROAD
SUITE E101
AUSTIN, TEXAS 78746
PHONE: (512) 347-0040
FAX: (512) 347-1311
E-MAIL: GENERAL@UDG.COM
WWW: WWW.UDG.COM

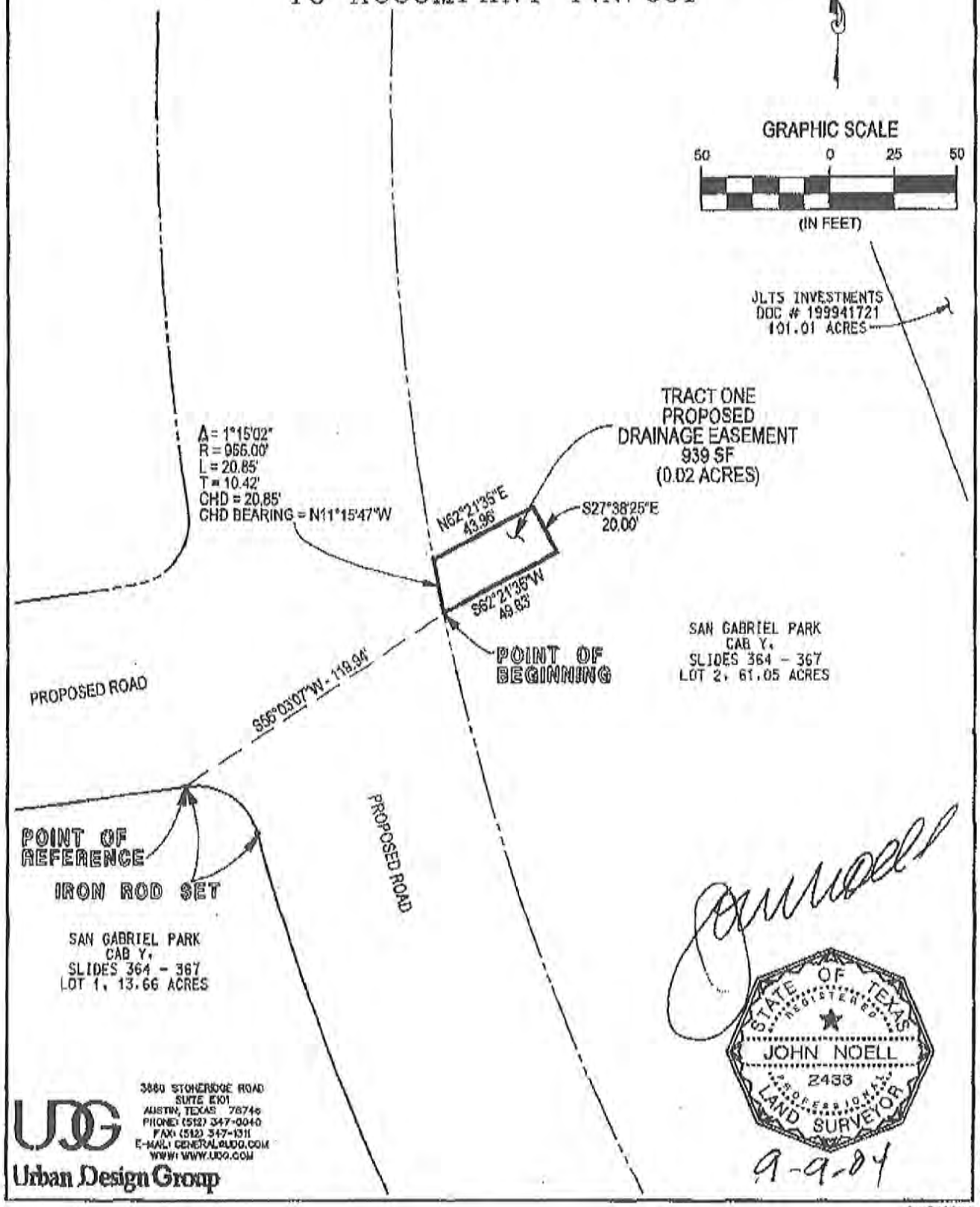
Urban Design Group

\\ALBERTO\C\Jobsites\Leander\Drainage Esmt2_Tranglewood.dgn

9/13/2004

EXHIBIT "B" Page 2 of 2

TO ACCOMPANY F.N. 651



UDG
Urban Design Group
3800 STONERIDGE ROAD
SUITE E101
AUSTIN, TEXAS 78746
PHONE: (512) 347-0040
FAX: (512) 347-1311
E-MAIL: GENERAL@UDG.COM
WWW: WWW.UDG.COM

9/13/2004

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FIELD NOTE 653
UDG #99-085

LEANDER PARTNERS, LTD.
WASTEWATER EASEMENT
SAN GABRIEL PARK

DESCRIPTION

DESCRIBING A TRACT OF LAND CONTAINING 1,596 SQUARE FEET (0.04 OF AN ACRE), BEING A PART OF THE TALBOT CHAMBERS SURVEY A-125, WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PART OF LOT 2, SAN GABRIEL PARK, A SUBDIVISION RECORDED IN CABINET Y, SLIDES 364-367 OF THE PLAT RECORDS OF THE SAID COUNTY, SAID 1,596 SQUARE FEET OF LAND BEING FURTHER DESCRIBED AS BEING A PART OF THAT CERTAIN 74.52 ACRE TRACT DESCRIBED IN A DEED TO LEANDER PARTNERS, LTD., AS RECORDED IN DOCUMENT NUMBER 2002014216 OF THE DEED RECORDS OF THE SAID COUNTY, SAID 1,596 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the interior of the said Lot 2, same being the southerly most point of the herein described tract and from which an iron rod set at the southeast corner of Lot 1 of the said San Gabriel Park bears S36°50'53"W, 92.64 feet;

THENCE, continuing through the interior of the said Lot 2, the following four (4) courses:

1) Along a curve to the right having a radius of 955.00 feet, an arc length of 15.58 feet, a central angle of 0°56'04", and a chord which bears N38°19'45"W, 15.58 feet to a point;
2) N36°02'37"E, 104.30 feet to a point;
3) S53°57'23"E, 15.00 feet to a point;
4) S36°02'37"W, 108.49 feet to the POINT OF BEGINNING and containing 1,596 square feet of land.

Field Notes Prepared by

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

STATE OF TEXAS
REGISTERED
JOHN NOELL
2433
PROFESSIONAL
LAND SURVEYOR

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

Date: September 9, 2004

Sketch or map attached.

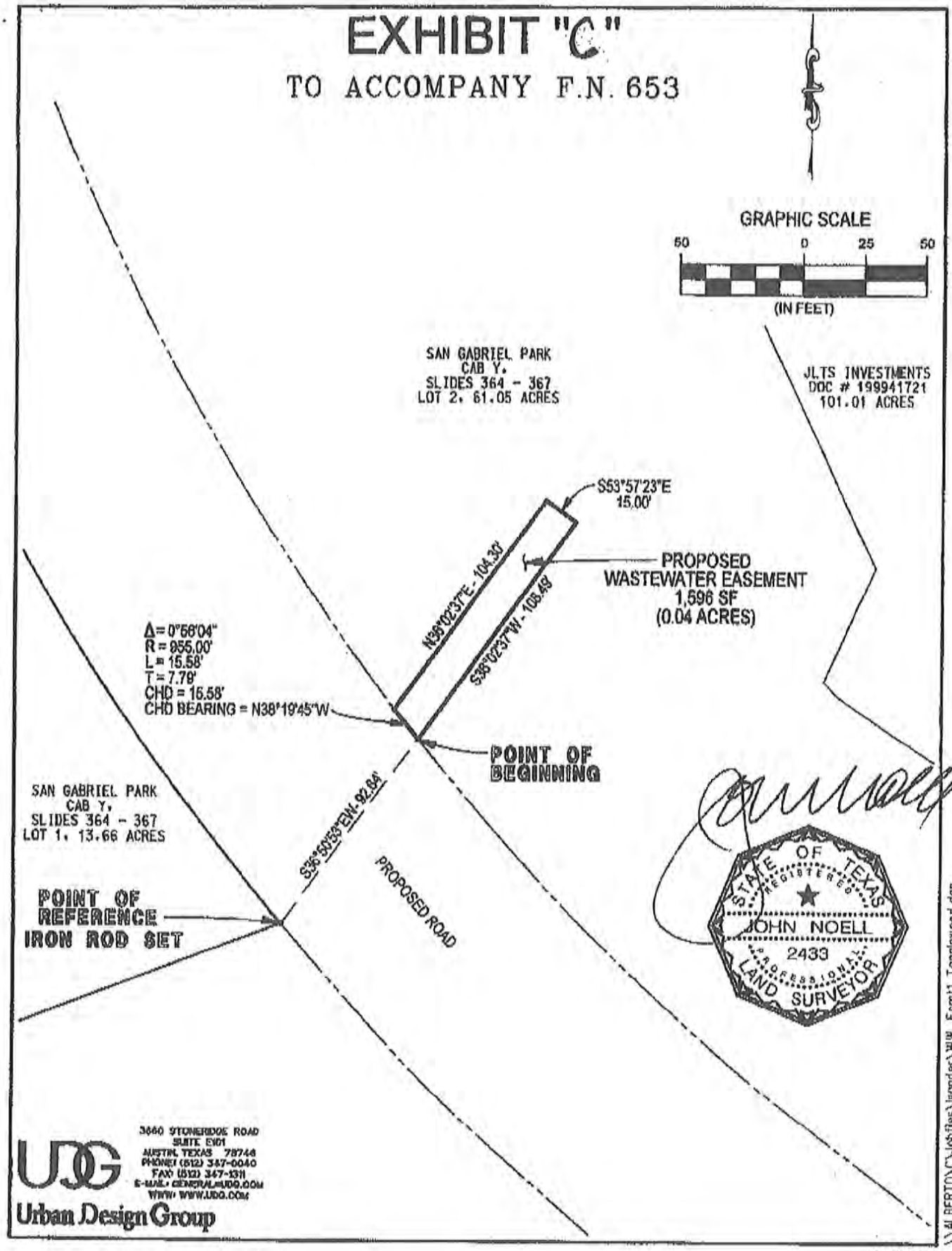
Bearing Basis: Texas State Plane Coordinate System, NAD 83, Texas Central Zone

\\bonnie-nancy\C\Jobs\Leander Tract (San Gabriel Park) - 99-085\Field Note 653.wpd

EXHIBIT
C

EXHIBIT "C"

TO ACCOMPANY F.N. 653



UDG
Urban Design Group
3660 STONERIDGE ROAD
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AUSTIN, TEXAS 78746
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E-MAIL: GENERAL@UDG.COM
WWW: WWW.UDG.COM

\\ALBERTO\C\Jobfiles\Meander\WW Esmt1_Tanglewood.dgn

9/13/2004

FIELD NOTE 629
UDG #99-085

SAN GABRIEL PARK
11.43 ACRE TRAIL EASEMENT
WILLIAMSON COUNTY, TEXAS

DESCRIPTION

DESCRIBING 11.43 ACRES OF LAND BEING A PART OF THE TALBOT CHAMBERS SURVEY A-125, WILLIAMSON COUNTY, TEXAS, SAID 11.43 ACRE TRACT ALSO BEING A PART OF THAT CERTAIN 74.52 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO LEANDER PARTNERS, LTD., AS RECORDED IN DOCUMENT NUMBER 2002014216 OF THE OFFICIAL PUBLIC RECORDS OF THE SAID COUNTY, SAID 11.43 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING for reference at an iron rod found at the southwest corner of the said 74.52 acre tract, same being in the east right-of-way line of the Austin and Northwestern Railroad as recorded in Volume 1417, Page 282 of the said Official Public Records and at the northwest corner of that 71.146 acre tract described in the said deed to Leander Partners, Ltd. as recorded in Document Number 2002014216;

THENCE, with the west line of the said 74.52 acre tract, the following two (2) courses:

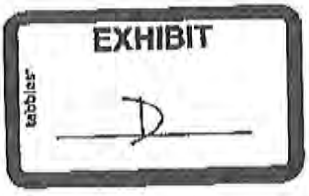
1) N21°28'09"W, 26.58 feet to an iron rod found;
2) N21°06'04"W, 1189.02 feet to a point;

THENCE, through the interior of the said 74.52 acre tract, N68°53'56"E, 5.00 feet to the POINT OF BEGINNING and the southwest corner of the herein described tract of land;

THENCE, with a line five feet (5') from and parallel with the west line of the said 74.52 acre tract, N21°06'04"W, 724.44 feet to a point;

THENCE, continuing through the interior of the said 74.52 acre tract, the following fifteen (15) courses:

1) S69°42'09"E, 101.88 feet to a point;
2) S44°35'56"E, 191.03 feet to a point;
3) S25°08'13"E, 265.36 feet to a point;
4) S46°04'19"E, 111.43 feet to a point;
5) S61°50'02"E, 182.10 feet to a point;
6) N85°58'27"E, 74.28 feet to a point;
7) N79°39'30"E, 83.08 feet to a point;



8) N85°10'16"E, 76.18 feet to a point;
9) N87°36'51"E, 57.32 feet to a point;
10) S73°54'35"E, 132.44 feet to a point;
11) S46°19'28"E, 168.21 feet to a point;
12) S62°37'20"E, 150.48 feet to a point;
13) S70°24'45"E, 88.48 feet to a point;
14) S84°03'17"E, 98.56 feet to a point;
15) S61°45'16"E, 176.14 feet to a point five feet (5') from an east line of the said 74.52 acre tract, same being a west line of a 101.01 acre tract described in a Warranty Deed to JLTS Investments, Ltd. as recorded in Document #199941721 of the said Deed Records;

THENCE, five feet (5') from and parallel with the east line of the said 74.52 acre tract, the following ten (10) courses:

1) S20°56'25"E, 138.26 feet to a point;
2) S21°14'08"E, 71.10 feet to a point;
3) S25°02'46"E, 364.33 feet to a point;
4) S24°25'14"W, 51.13 feet to a point;
5) S43°19'04"E, 11.99 feet to a point;
6) S55°09'20"E, 27.58 feet to a point;
7) S56°57'21"E, 96.28 feet to a point;
8) S47°02'59"E, 29.63 feet to a point;
9) S45°42'29"E, 134.09 feet to a point;
10) S25°58'57"E, 44.84 feet to a point;

THENCE, continuing through the interior of the said 74.52 acre tract, the following thirteen (13) courses:

1) N51°37'37"W, 461.00 feet to a point;
2) N35°47'40"W, 559.61 feet to a point;
3) N77°23'12"W, 142.91 feet to a point;
4) S77°37'09"W, 100.16 feet to a point;
5) S24°46'31"W, 111.64 feet to a point;
6) N65°46'10"W, 159.02 feet to a point;
7) N02°00'08"W, 232.80 feet to a point;
8) WEST, 124.30 feet to a point;
9) S60°57'20"W, 161.89 feet to a point;
10) S79°15'40"W, 70.43 feet to a point;
11) N87°30'38"W, 82.40 feet to a point;
12) N71°47'29"W, 115.94 feet to a point;
13) N47°15'16"W, 182.72 feet to the POINT OF BEGINNING and containing 11.43 acres of land.

FIELD NOTE 629
UDG #99-085

SAN GABRIEL PARK
11.43 ACRE TRAIL EASEMENT
WILLIAMSON COUNTY, TEXAS

Field Notes Prepared by
URBAN DESIGN GROUP
3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040

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

Date: February 25, 2004

Sketch or map attached.

Bearing Basis: Texas State Plane Coordinate System, NAD 83, Texas Central Zone

EXHIBIT "D"

TO ACCOMPANY F.N. #629

LEGEND
POB POINT OF BEGINNING

LINE TABLE

LINE#	BEARING	DISTANCE
1	S25°58'57"E	44.84'
2	S45°42'29"E	134.09'
3	S47°02'59"E	29.63'
4	S56°57'21"E	96.28'
5	S55°09'20"E	27.58'
6	S43°19'04"E	11.99'
7	S24°25'14"W	51.13'
8	S70°24'45"E	88.48'
9	N85°58'27"E	74.28'
10	S46°04'19"E	111.43'

GRAPHIC SCALE
300 0 150 300
(IN FEET)

IRON ROD FOUND

LEANDER PARTNERS, LTD.
DOC NO.2002014216
74.52 ACRES

JLTS INVESTMENTS, LTD
DOC NO. 199941721
101.01 ACRES

TRAIL EASEMENT
11.43 ACRES

101.88'
S69°42'09"E
191.03'
S44°35'56"E
S25°08'13"E 265.36'
N21°06'04"W 724.44'
S61°50'02"E 182.10'
57.32'
N87°36'51"E
83.08'
N79°39'30"E
132.44'
S73°54'35"E
168.21'
S46°19'28"E
98.56'
S84°03'17"E
150.48'
S62°37'20"E
176.14'
S61°45'16"E
138.26'
S20°56'25"E
71.1'
S21°14'08"E
364.33'
S25°02'46"E
461.00'
N51°37'37"W
559.61'
N35°47'40"W
142.91'
N77°23'12"W
161.89'
S60°57'20"W
70.43'
S79°15'40"W
82.40'
N87°30'38"W
115.94'
N71°47'29"W
252.8'
N2°00'08"W
159.02'
N65°46'01"W
100.16'
S77°37'09"W
111.64'
S24°46'31"W
182.72'
N47°15'16"W
N85°10'16"E
176.18'
WEST 124.3'
POB
5.0'
5.00'
N68°53'56"E
1189.02'
N21°06'04"W
26.58'
N21°28'09"W
L1 L2 L3 L4 L5 L6 L7 L8 L9 L10

AUSTIN AND NORTHWESTERN RAILROAD
VOL. 1417 PG. 282

US HWY 183
(ROW 120')

IRON ROD FOUND

POINT OF REFERENCE

LEANDER PARTNERS, LTD.
DOC NO.2002014216
71.146 ACRES

STATE OF TEXAS
REGISTERED
JOHN NOELL
2433
PROFESSIONAL
LAND SURVEYOR
2/27/04

UDG
Urban Design Group
3660 STONERIDGE ROAD
SUITE E101
AUSTIN, TEXAS 78746
PHONE: (512) 347-0040
FAX: (512) 347-1311
E-MAIL: GENERAL@UDG.COM
WWW: WWW.UDG.COM

ATTACHMENT C

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON § **KNOW ALL PERSONS BY THESE PRESENTS:**

That the **City of Leander, Texas**, a Texas home rule municipality, hereinafter called "**Grantor**," for and in consideration of the sum of Ten and No/100 Dollars ($10.00), together with other good and valuable consideration, to Grantor cash in hand paid by **Transit Village Investments, Ltd.**, a Texas limited partnership, hereinafter called "**Grantee**", the receipt of which is hereby acknowledged, has **GRANTED, SOLD** and **CONVEYED**, and by these presents does **GRANT, SELL** and **CONVEY** unto the said **Grantee**, all that certain lot, tract or parcel of land known and described as follows:

All that certain parcel or tract of land being 10.05 acres, more or less, located in Williamson County, Texas, as more particularly described as Tract 2 in Exhibit A attached hereto and incorporated herein as if fully transcribed herein, save and except that portion of Tract 2 described in Exhibit A-1 attached hereto and incorporated herein for all purposes (the "Property"). The City shall retain ownership of Tract 1 described in Exhibit A and the property described in Exhibit B.

This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground, and utility easements, if any, in use by the City or any other public utility, or now in force and existing of record in the office of the County Clerk of Williamson County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, **Transit Village Investments, Ltd.**, its successors and assigns forever, and Grantor does hereby bind their successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto **Transit Village Investments, Ltd.**, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under the Grantors, but not otherwise.

As to the Property only, Grantor releases and terminates all easements, rights, claims or interests under the Right of Way Dedication recorded under Document No. 2004089007 of the Official Public Records of Williamson County, Texas.

EXECUTED at _____, Williamson County, Texas, this the __ day of _____ 20__.

GRANTOR: The City of Leander, Texas

_____
Christopher Fielder, Mayor
Mailing Address: P.O. Box 319
Leander, Williamson County, Texas 78646

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of 2013.

_____
Notary Public-State of Texas

_____
Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:
City of Leander
City Secretary
P.O. Box 319
Leander, Texas 7864

FIELD NOTE 609
UDG # 99-085

SAN GABRIEL PARK
STREET R.O.W.
WILLIAMSON COUNTY, TEXAS

DESCRIPTION

DESCRIBING TWO (2) TRACTS OF LAND HEREINAFTER REFERRED TO AS TRACT 1 AND TRACT 2, SAID TWO TRACTS BEING A PART OF THE TALBOT CHAMBERS SURVEY A-125, WILLIAMSON COUNTY, TEXAS, TRACT 1 CONTAINING 9,441 SQUARE FEET OF LAND (0.217 OF ONE ACRE) AND BEING A PART OF THAT CERTAIN 5.24 ACRE TRACT DESCRIBED IN A DEED TO LEANDER PARTNERS, LTD., AS RECORDED IN DOCUMENT NUMBER 2002014216 OF THE DEED RECORDS OF THE SAID COUNTY, TRACT 2 CONTAINING 10.05 ACRES AND BEING A PART OF THAT CERTAIN 74.52 ACRE TRACT AND THAT CERTAIN 71.146 ACRE TRACT DESCRIBED IN THE SAID DEED TO LEANDER PARTNERS, LTD., SAID TWO TRACTS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1
BEGINNING for reference at an iron rod found at the south corner of the said 5.24 acre tract, same being at the intersection of the east right-of-way line of U.S. Highway 183 as described in Volume 452, Page 668 of the said Deed Records and the west right-of-way line of Austin and Northwestern Railroad as described in Volume 1417, Page 282 of the said Deed Records;

THENCE, with the east boundary line of the said 5.24 acre tract, N21°07'11"W, 676.01 feet to an iron rod set at the POINT OF BEGINNING of the herein described tract of land;

THENCE, through the interior of the said 5.24 acre tract, the following two (2) courses:
1) S69°00'05"W, 80.83 feet to an iron rod set;
2) S21°43'25"W, 36.73 feet to an iron rod set in the said east line of U.S. Highway 183;

THENCE, with the said line of U.S. Highway 183, along a curve to the right having a radius of 1851.68 feet, an arc length of 131.91 feet, a central angle of 4°04'54" and a chord which bear N23°30'47"W, 131.88 feet to an iron rod set;

THENCE, through the interior of the said 5.24 acre tract, the following two (2) courses:
1) S66°16'28"E, 35.20 feet to an iron rod set;
2) N69°00'05"E, 86.36 feet to an iron rod set in the east boundary line of the said 5.24 acre tract;

THENCE, with the said east line, S21°07'11"E, 80.00 feet to the POINT OF BEGINNING and containing 9,441 square feet of land.

TRACT 2
BEGINNING for reference at an iron rod found at the southwest corner of the said 74.52 acre tract, same being in the east right-of-way line of the Austin and Northwestern Railroad as recorded in Volume 1417, Page 282 of the said Official Public Records and at the northwest corner the said 71.146 acre tract;

THENCE, with the west line of the said 74.52 acre tract, the following two (2) courses:
1) N21°28'09"W, 26.58 feet to an iron rod found;
2) N21°06'04"W, 696.47 feet to an iron rod set at the POINT OF BEGINNING of the herein described tract of land;

THENCE, continuing with the said west line, N21°06'04"W, 80.00 feet to an iron rod set;

EXHIBIT
tabbies
A

THENCE, through the interior of the said 74.52 acre 71.146 acre tracts, the following twenty-three (23) courses:

1) N69°00'05"E, 184.67 feet to an iron rod set;
2) Along a curve to the right having a radius of 510.00 feet, an arc length of 97.18 feet, a central angle of 44°37'15" and a chord which bears S88°41'18"E, 387.22 feet to an iron rod set;
3) S66°22'40"E, 106.65 feet to an iron rod set;
4) Along a curve to the left having a radius of 430.00 feet, an arc length of 239.82 feet, a central angle of 31°57'18" and a chord which bears S82°21'19"E, 236.72 feet to an iron rod set;
5) N81°40'02"E, 35.81 feet to an iron rod set;
6) Along a curve to the left having a radius of 25.00 feet, an arc length of 39.41 feet, a central angle of 90°19'32" and a chord which bears N36°30'16"E, 35.46 feet to an iron rod set;
7) N77°50'43"E, 90.18 feet to an iron rod set;
8) Along a curve to the left having a radius of 955.00 feet, an arc length of 717.39 feet, a central angle of 43°02'25" and a chord which bears S29°50'55"E, 700.64 feet to an iron rod set;
9) S51°22'07"E, 218.31 feet to an iron rod set;
10) Along a curve to the right having a radius of 1045.00 feet, an arc length of 331.32 feet, a central angle of 18°09'58", and a chord which bears S42°17'08"E, 329.94 feet to an iron rod set;
11) S50°48'16"E, 46.53 feet tn an iron rod set;
12) Along a curve to the right having a radius of 1060.00 feet, an arc length of 159.00 feet, a central angle of 8°35'40", and a chord which bears S26°30'26"E, 158.85 feet to an iron rod set;
13) S22°12'36"E, 50.00 feet to an iron rod set;
14) Along a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of 90°00'00", and a chord which bears S67°12'36"E, 35.36 feet to an iron rod set;
15) S22°12'36"E, 160.00 feet to an iron rod set;
16) Along a curve to the left having a radius of 25.00, an arc length of 39.27 feet, a central angle of 90°00'00", and a chord which bears S22°47'24"W, 35.36 feet to an iron rod set;
17) S67°47'24"W, 120.00 feet to an iron rod set;
18) Along a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of 90°00'00", and a chord which bears N67°12'36"W, 35.36 feet to an iron rod set;
19) S67°47'24"W, 200.00 feet to an iron rod set;
20) S87°47'24"W, 43.86 feet to an iron rod set;
21) S67°47'24"W, 567.39 feet to an iron rod set;
22) Along a curve to the left having a radius of 25.00 feet, an arc length of 38.74 feet, a central angle of 88°46'39", and a chord which bears S23°24'04"W, 34.98 feet to an iron rod set;
23) S20°59'15"E, 148.46 feet to an iron rod set at the northeast corner of Gabriel Street, same being in the south line of the said 71.146 acre tract;

THENCE, with the said south line, S67°32'15"W, 60.02 feet to an iron rod set at the northwest corner of the said Gabriel Street;

THENCE, through the interior of the said 71.146 acre tract, the following five (5) courses:

1) N20°59'15"W, 147.66 feet to an iron rod set;
2) Along a curve to the left having a radius of 25.00 feet, an arc length of 39.80 feet, a central angle of 91°13'21", and a chord which bears N66°35'56"W, 35.73 feet to an iron rod set;
3) S67°47'24"W, 54.06 feet to an iron rod set;
4) S47°47'24"W, 43.86 feet to an iron rod set;
5) S67°47'24"W, 200.00 feet to an iron rod set in the west line of the said 71.146 acre tract, same being the east line of the said Austin and Northwestern Railroad tract;

THENCE, with the west line of the said 71.146 acre tract, N21°04'35"W, 160.03 feet to an iron rod set;

THENCE, through the interior of the said 71.146 acre and 74.52 acre tracts, the following eighteen (18) courses:

1) N67°47'24"E, 196.83 feet to an iron rod set;
2) N87°47'24"E, 43.86 feet to an iron rod set;
3) N67°47'24"E, 731.47 feet to an iron rod set;
4) N47°47'24"E, 43.86 feet to an iron rod set;
5) N67°47'24"E, 200.00 feet to an iron rod set;
6) Along a curve to the left having a radius of 25.00, an arc length of 39.27 feet, a central angle of 90°00'00", and a chord which bears N22°47'24"E, 35.36 feet to an iron rod set;
7) N22°12'36"W, 50.00 feet to an iron rod set;
8) Along a curve to the left having a radius of 940.00 feet, an arc length of 141.00 feet, a central angle of 8°35'40", and a chord which bears N26°30'26"W, 140.87 feet to an iron rod set;
9) N10°48'16"W, 41.53 feet to an iron rod set;
10) Along a curve to the left having a radius of 955.00 feet, an arc length of 303.73 feet, a central angle of 18°13'21" and a chord which bears N42°15'27"W, 302.45 feet to an iron rod set;
11) N51°22'07"W, 218.31 feet to an iron rod set;
12) Along a curve to the right having a radius of 1045.00 feet, an arc length of 651.66 feet, a central angle of 35°43'46", and a chord which bears N33°30'14"W, 641.15 feet to a point;
13) Along a curve to the left having a radius of 25.00 feet, an arc length of 36.08 feet, a central angle of 82°41'37" and a chord which bears N56°59'10"W, 33.03 feet to a point;
14) S81°40'02"W, 44.48 feet to a point;
15) Along a curve to the right having a radius of 510.00 feet, an arc length of 284.44 feet, a central angle of 31°57'18" and a chord which bears N82°21'19"W, 280.76 feet to a point;
16) N66°22'40"W, 106.65 feet to a point;
17) Along a curve to the left having a radius of 430.00 feet, an arc length of 334.88 feet, a central angle of 44°37'15" and a chord which bears N88°41'18"W, 326.48 feet to a point;
18) S69°00'05"W, 184.52 feet to the POINT OF BEGINNING and containing 10.05 acres of land.

Field Notes Prepared by
URBAN DESIGN GROUP
3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040

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

Date: January 13, 2004
(Revised August 27, 2004)

Sketch or map attached.

Bearing Basis: Texas State Plane Coordinate System, NAD 83, Texas Central Zone.

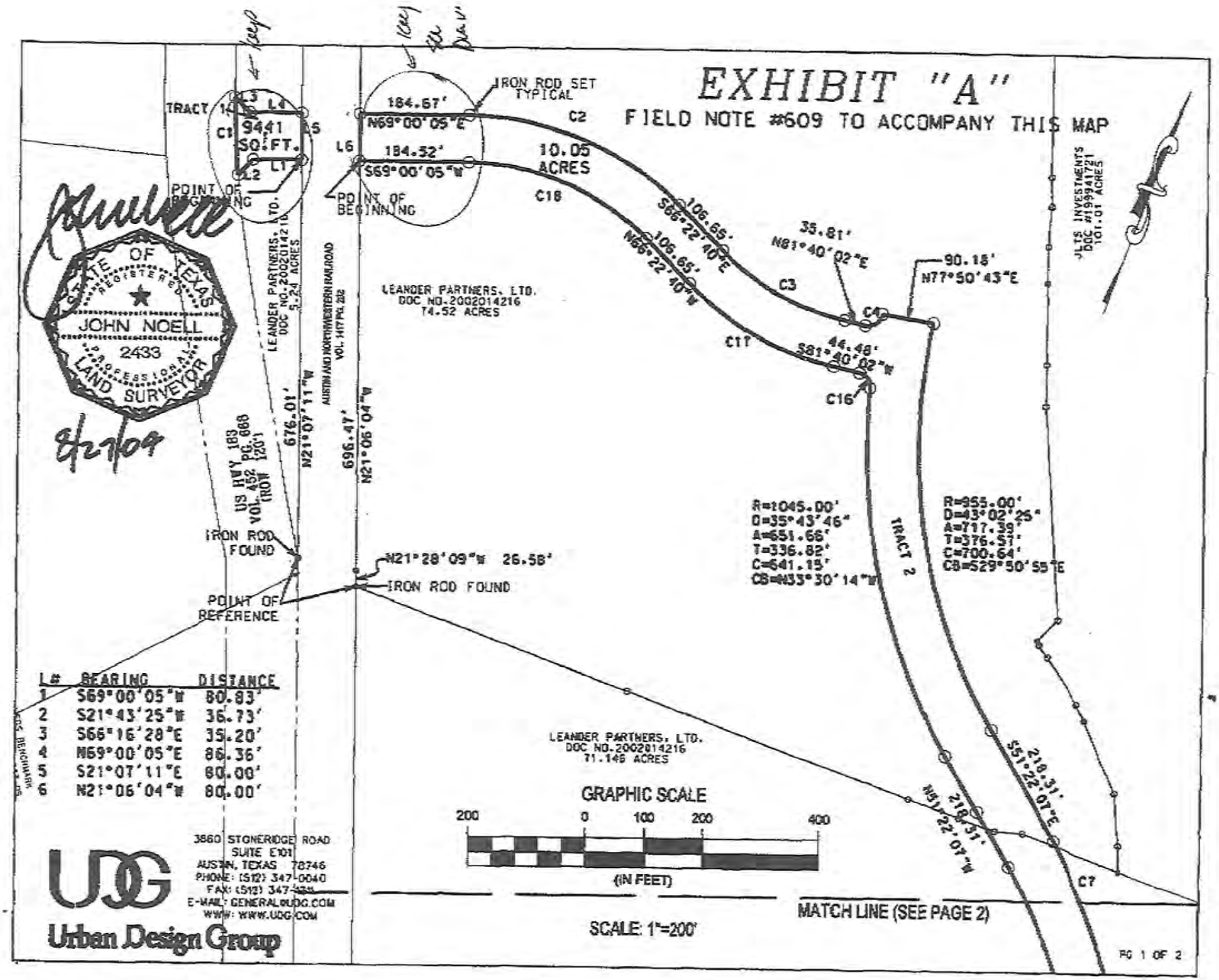
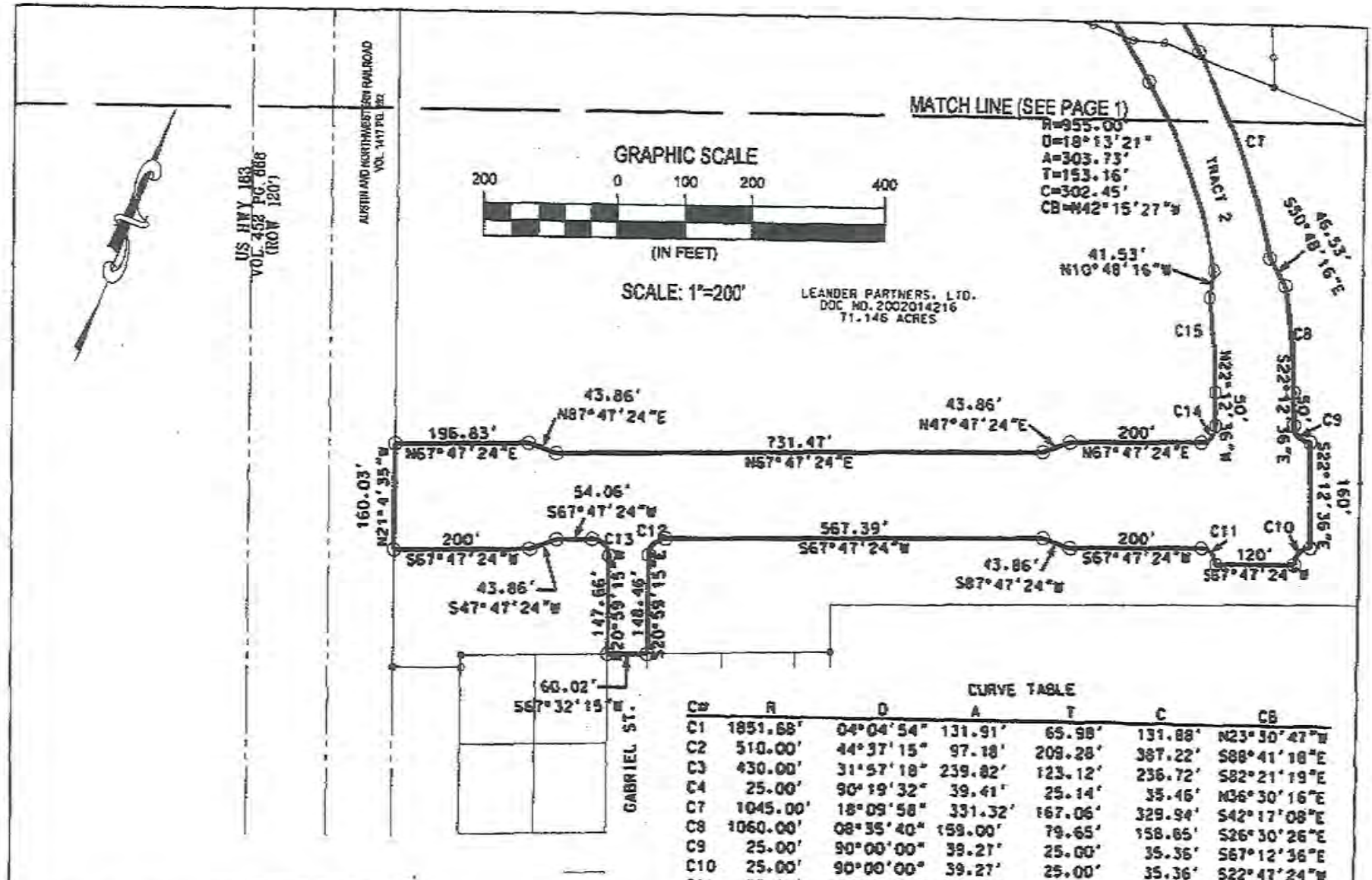


EXHIBIT "A"
FIELD NOTE #609 TO ACCOMPANY THIS MAP
TRACT 1
9441 SQ. FT.
10.05 ACRES
IRON ROD SET TYPICAL
POINT OF BEGINNING
POINT OF COMMENCING
184.67'
N69°00'05"E
184.52'
S69°00'05"W
LEANDER PARTNERS, LTD.
DOC NO.2002014216
5.24 ACRES
LEANDER PARTNERS, LTD.
DOC NO.2002014216
74.52 ACRES
AUSTIN AND NORTHWESTERN RAILROAD
VOL. 1417 PG. 202
US HWY 183
VOL. 452 PG. 668
(120' ROW)
676.01'
N21°07'11"W
696.47'
N21°06'04"W
IRON ROD FOUND
N21°28'09"W 26.58'
IRON ROD FOUND
POINT OF REFERENCE
C1
C2
C3
C4
C16
C17
C18
106.65'
S66°22'40"E
106.65'
N66°22'40"W
35.81'
N81°40'02"E
90.16'
N77°50'43"E
44.48'
S81°40'02"W
R=1045.00'
D=35°43'46"
A=651.66'
T=336.82'
C=641.15'
CB=N33°30'14"W
R=955.00'
D=43°02'25"
A=717.39'
T=376.51'
C=700.64'
CB=S29°50'55"E
TRACT 2
218.31'
S51°22'07"E
218.31'
N51°22'07"W
C7
LEANDER PARTNERS, LTD.
DOC NO.2002014216
71.149 ACRES
JLTS INVESTMENTS
DOC #1999041721
101.01 ACRES
L# BEARING DISTANCE
1 S69°00'05"W 80.83'
2 S21°43'25"W 36.73'
3 S66°16'28"E 35.20'
4 N69°00'05"E 86.36'
5 S21°07'11"E 80.00'
6 N21°06'04"W 80.00'
GRAPHIC SCALE
200 0 100 200 400
(IN FEET)
SCALE: 1"=200'
MATCH LINE (SEE PAGE 2)
STATE OF TEXAS
REGISTERED
JOHN NOELL
2433
PROFESSIONAL LAND SURVEYOR
8/27/09
3860 STONERIDGE ROAD
SUITE E101
AUSTIN, TEXAS 78746
PHONE: (512) 347-0040
FAX: (512) 347-
E-MAIL: GENERAL@UDG.COM
WWW: WWW.UDG.COM
Urban Design Group
PG 1 OF 2



CURVE TABLE

Cv	R	D	A	T	C	CB
C1	1851.68'	04°04'54"	131.91'	65.98'	131.88'	N23°30'47"W
C2	510.00'	44°37'15"	97.18'	209.28'	387.22'	S88°41'18"E
C3	430.00'	31°57'18"	239.82'	123.12'	236.72'	S82°21'19"E
C4	25.00'	90°19'32"	39.41'	25.14'	35.46'	N36°30'16"E
C7	1045.00'	18°09'58"	331.32'	167.06'	329.94'	S42°17'08"E
C8	1060.00'	08°35'40"	159.00'	79.65'	158.85'	S26°30'26"E
C9	25.00'	90°00'00"	39.27'	25.00'	35.36'	S67°12'36"E
C10	25.00'	90°00'00"	39.27'	25.00'	35.36'	S22°47'24"W
C11	25.00'	90°00'00"	39.27'	25.00'	35.36'	N67°12'36"W
C12	25.00'	88°46'39"	38.74'	24.47'	34.98'	S23°24'04"W
C13	25.00'	91°13'21"	39.80'	25.54'	35.73'	N66°35'56"W
C14	25.00'	90°00'00"	39.27'	25.00'	35.36'	N22°47'24"E
C15	940.00'	08°35'40"	141.00'	70.63'	140.87'	N26°30'26"W
C16	25.00'	82°41'37"	36.08'	22.00'	33.03'	N56°59'10"W
C17	510.00'	31°57'18"	284.44'	146.02'	280.76'	N82°21'19"W
C18	430.00'	44°37'15"	334.88'	176.45'	326.46'	N88°41'18"W

3660 STONERIDGE ROAD
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FAX: (512) 347-1311
E-MAIL: GENERAL@UDG.COM
WWW: WWW.UDG.COM
Urban Design Group

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1[illegible]4
Fax: 512-389-0[illegible]3

3500 McCall Lane
Austin, Texas 78744

0.548 ACRE RIGHT-OF-WAY TRACT
TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.548 ACRES (APPROXIMATELY 23,892 SQ. FT.) IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 10.05 ACRE TRACT CONVEYED TO THE CITY OF LEANDER IN A RIGHT-OF-WAY DEDICATION DATED NOVEMBER 15, 2004 AND RECORDED IN DOCUMENT NO. 2004089007 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.548 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the east right-of-way line of the Capital Metropolitan Transportation Authority Railroad (100' right-of-way) described in Document No. 2000020773 of the Official Public Records of Williamson County, Texas, being also in the west line of Lot 2 of San Gabriel Park, a subdivision of record in Cabinet Y, Slides 364-367 of the Plat Records of Williamson County, Texas, for the northwest corner of said 10.05 acre tract, from which a 1/2" rebar found for the northwest corner of said Lot 2 bears North 21°06'04" West, a distance of 1709.59 feet;

THENCE with the north line of said 10.05 acre tract, the following two (2) courses and distances:

1. North 68°55'55" East, a distance of 184.90 feet to a calculated point;

2. With a curve to the right, having a radius of 510.00 feet, a delta angle of 13°37'07", an arc length of 121.22 feet, and a chord which bears North 75°42'41" East, a distance of 120.94 feet to a calculated point, from which, a 1/2" rebar found in the north line of said 10.05 acre tract bears with a curve to the right, having a radius of 510.00 feet, a delta angle of 31°03'41", an arc length of 276.48 feet, and a chord which bears South 81°56'55" East, a distance of 273.11 feet;

THENCE South 10°23'17" East, crossing said 10.05 acre tract, a distance of 80.12 feet to a calculated point in the south line of said 10.05 acre tract, being also in the north line of Lot 1 of said San Gabriel Park;

THENCE with the north line of said Lot 1, being the south line of said 10.05 acre tract, the following two (2) courses and distances:

EXHIBIT
A-1

1. With a curve to the left, having a radius of 430.00 feet, a delta angle of 14°09'37", an arc length of 106.27 feet, and a chord which bears South 75°58'56" West, a distance of 106.00 feet to a calculated point;

2. South 68°55'55" West, a distance of 184.90 feet to a calculated point in the east right-of-way line of said Capital Metropolitan Transportation Authority Railroad, for the southwest corner of said 10.05 acre tract and the northwest corner of said Lot 1, from which a 1/2" rebar found in the east right-of-way line of said Capital Metropolitan Transportation Authority Railroad for the southwest corner of said Lot 1 bears South 21°06'04" East, a distance of 696.46 and South 21°28'09" East, a distance of 26.59 feet;

THENCE North 21°06'04" West, with the east right-of-way line of said Capital Metropolitan Transportation Authority Railroad, being the west line of said 10.05 acre tract, a distance of 80.00 feet to the **POINT OF BEGINNING**, containing 0.548 acres of land, more or less.

Surveyed on the ground June 24, 2013. Bearing Basis: The Texas Coordinate System of 1983 (NAD 83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS). Attachments: Drawing 960-001-ROW S&E.

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995

6.25.13

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.548 ACRES (APPROXIMATELY 23,892 SQ. FT.) IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 10.05 ACRE TRACT CONVEYED TO THE CITY OF LEANDER IN A RIGHT-OF-WAY DEDICATION DATED NOVEMBER 15, 2004 AND RECORDED IN DOCUMENT NO. 2004089007 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND	
●	1/2" REBAR FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68°55'55"E	184.90'
	(N69°00'05"E)	(184.67')
L2	S10°23'17"E	80.12'
L3	S68°55'55"W	184.90'
	(S69°00'05"W)	(184.52')
L4	N21°06'04"W	80.00'
	(N21°06'04"W)	(80.00')
L5	S21°06'04"E	696.46'
	(S21°06'04"E)	(696.47')
L6	S21°28'09"E	26.59'
	(S21°28'09"E)	(26.58')

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	TANGENT
C1	510.00'	13°37'07"	121.22'	N75°42'41"E	120.94'	60.90'
C2	430.00'	14°09'37"	106.27'	S75°58'56"W	106.00'	53.41'
C3	510.00'	31°03'41"	276.48'	S81°56'55"E	273.11'	141.73'
(C4)	(510.00')	(44°37'15")	(97.18')	(S88°41'18"E)	(387.22')	(209.28')
(C5)	(430.00')	(31°57'18")	(239.82')	(S82°21'19"E)	(236.72')	(123.12')

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

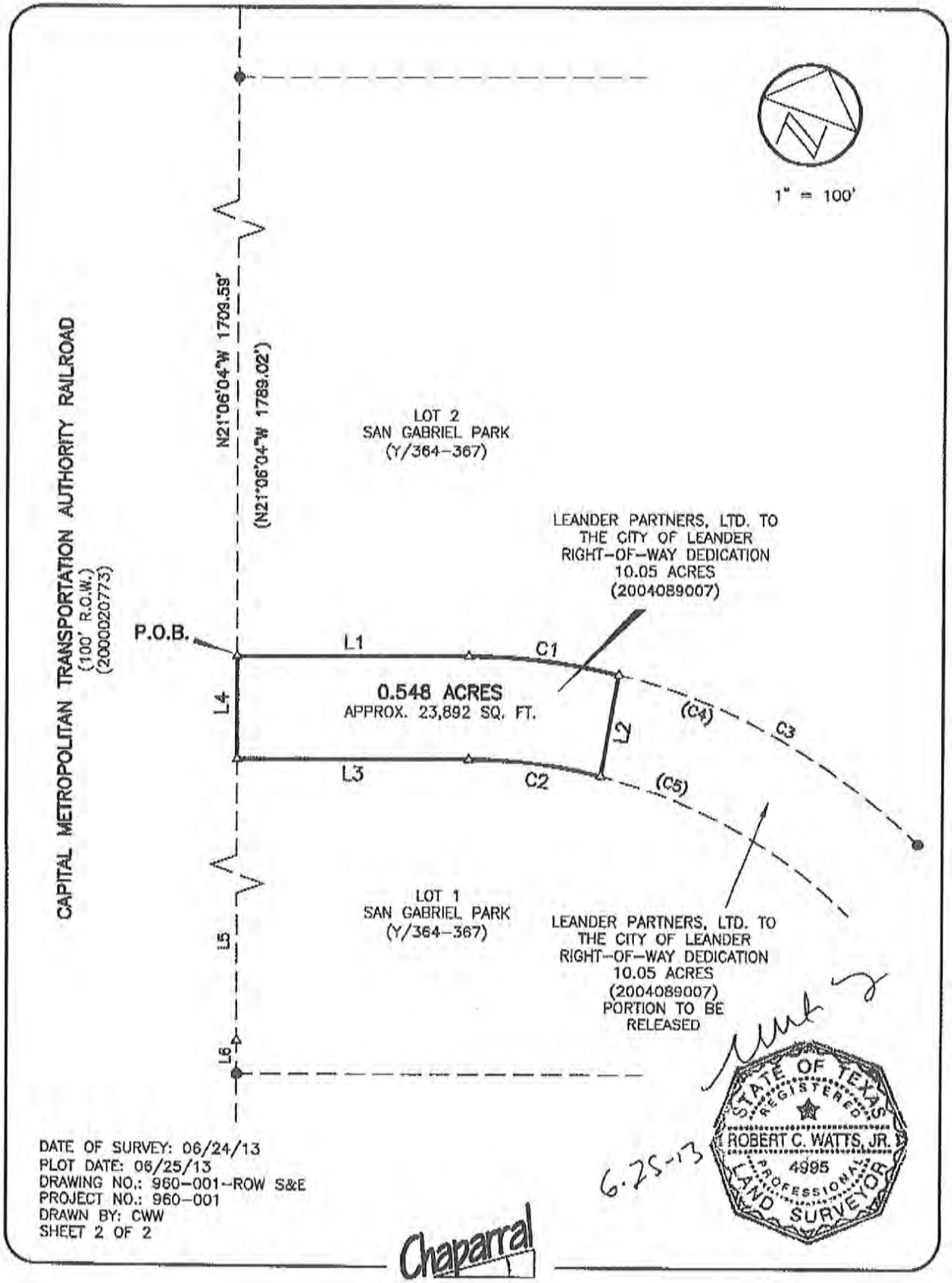
ATTACHMENTS: METES AND BOUNDS DESCRIPTION 960-001-ROW S&E

DATE OF SURVEY: 06/24/13
PLOT DATE: 06/25/13
DRAWING NO.: 960-001-ROW S&E
PROJECT NO.: 960-001
DRAWN BY: CWW
SHEET 1 OF 2

STATE OF TEXAS
REGISTERED
ROBERT C. WATTS, JR.
4995
PROFESSIONAL
LAND SURVEYOR

6-25-13

Chaparral



DATE OF SURVEY: 06/24/13
PLOT DATE: 06/25/13
DRAWING NO.: 960-001-ROW S&E
PROJECT NO.: 960-001
DRAWN BY: CWW
SHEET 2 OF 2

Chaparral

AGENDA ITEM # 6

Executive Summary

August 29, 2013

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Sarita Valley Subdivision, Phase IIB and Phase III

Background: The subdivision infrastructure improvements required for Sarita Valley Subdivision, Phase IIB and Phase III, 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 September 5, 2013, which will provide warranty and maintenance coverage for the infrastructure improvements through September 5, 2015. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

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

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Sarita Valley Subdivision, Phase IIB and Phase III.

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

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

Kimley-Horn
and Associates, Inc.

August 9, 2013 (revised)

10415 Morado Circle
Building 1, Suite 300
Austin, TX 78759

Mr. Wayne Watts, P.E.
City Engineer
City of Leander
104 N. Brushy Street
Leander, Texas 78641

Re: ***Letter of Concurrence***
Sarita Valley – Phase IIB and III
Leander, Texas

Dear Mr. Watts:

Kimley-Horn and Associates, Inc. ("KHA") conducted a site visit on Friday, June 28th and confirmed that the proposed improvements have been substantially completed in general compliance with the Sarita Valley Phase IIB and III plans dated July 11, 2011. Items of construction included the underground water, wastewater, storm drainage, gas, and electrical conduit lines, as well as the proposed asphalt paving and concrete curb. Permanent water quality controls to serve phase III were constructed and accepted with the phase I construction.

Please let us know if you have any additional questions or comments.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Brian Parker, P.E.
Vice President

STATE OF TEXAS
BRIAN J. PARKER
90248
LICENSED
PROFESSIONAL ENGINEER
8.9.13

Cc: Mr. Don Walden, Pulte Homes
Mr. Brian Carlock, Hillwood Residential
Mr. Ran Peschel, DNT Construction

TEL 512 418 1771
FAX 512 418 1791

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

Bond No. 1959405

KNOW ALL BY THESE PRESENTS, that **DNT Construction, LLC** as Principal, whose address is **2300 Picadilly Dr, Round Rock, TX 78664** and **The Hanover Insurance Company** a Corporation organized under the laws of the State of New Hampshire, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto **the City of Leander, Texas** as Obligee, in the penal sum of **Ninety Seven Thousand Two Hundred Fifty One & 68/100's Dollars ($97,251.68)** 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 **Sarita Valley Phase IIB and III** (*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 the performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

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

DNT Construction, LLC
Principal

By: _____

Title: Dean Tomme, Vice President
Address:

2300 Picadilly Dr.

Round Rock, TX 78664

The Hanover Insurance Company
Surety

By: _____

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

10375 Richmond Ave, Ste. 1050

Houston, TX 77042

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

Time Insurance Agency, Inc.

1405 East Riverside Drive, Austin, TX 78741

(Seal)

Bond No.1959405

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

POWERS OF ATTORNEY
CERTIFIED COPY

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

John W. Schuler, Tom Mulanax and/or Stephen R. Smith

of Austin, TX and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 ($10,000,000) in any single instance

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

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

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 28th day of June 2012.

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

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 28th day of June 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

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

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

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 11th day of June 2013.

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

Glenn Margosian, Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-608-8141

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

440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.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 agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

1-800-608-8141

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

440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.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 agente o la compania 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.

Kimley-Horn
and Associates, Inc.

10415 Morado Circle
Building 1, Suite 300
Austin, TX 78759

August 9, 2013 (revised)

Mr. Wayne Watts, P.E.
City Engineer
City of Leander
104 N. Brushy Street
Leander, Texas 78641

Re: ***Final Cost Certification***
Sarita Valley – Phase IIB and III
Leander, Texas

Dear Mr. Watts:

Per the attached approved pay application #6 provided by DNT Construction, the final total construction cost for Sarita Valley Phase IIB and III is $ 1,190,422.31. The Owner's Representative submitted the executed Unconditional Release of Lien and Affidavit of all Bills Paid to the City on Tuesday, July 2nd.

Please let us know if you have any additional questions or comments.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

STATE OF TEXAS
BRIAN J. PARKER
90248
LICENSED
PROFESSIONAL ENGINEER
8.9.13

Brian Parker, P.E.
Vice President

Cc: Mr. Don Walden, Falconhead
Mr. Brian Carlock, Hillwood Residential
Mr. Ran Peschel, DNT Construction

TEL 512 418 1771
FAX 512 418 1791

APPLICATION AND CERTIFICATE FOR PAYMENT/ DNT Construction

TO (OWNER):
H4 Sarita Valley, LLC
3090 Olive St., Suite 300
Dallas, TX 75219

PROJECT:
Sarita Valley Phase 2B and 3

APPLICATION NO: 6R Revised Retainage
PERIOD TO: 6/30/2013

Distribution	
$	(702.42)
$	-
$	-

ENGINEER
Kimley-Horn and Associates, Inc.
10415 Morado Circle, Bldg 1, Ste 300
Austin, TX 78759

DNT CONSTRUCTION
INVOICE NO. 11-12-1310-6R

CONTRACT DATE:

DNT Construction
P O Box 6210
Round Rock, Texas 78683

CHANGE ORDER SUMMARY			
Change orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
	TOTAL	$8,873.69	$0.00
Approved this Month			
Number	Date Approved		
1	25-Feb-13	$8,873.69	
2			
3			
4			
	TOTALS	$8,873.69	$0.00
Net change by Change Orders		$8,873.69	

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

1 ORIGINAL CONTRACT SUM	$	1,182,251.04
2 Net change by Change Orders	$	8,873.69
3 CONTRACT SUM TO DATE	$	1,191,124.73
4 TOTAL COMPLETED & STORED TO DATE (Column G on J703)	$	1,190,422.31
5 Retainage:		
a. 10 % of Cpt Wk $ - (Column D + E on J703)		
b. _10_% of Stored Mtl $ - (Column F on J703)		
Total Retainage (Line 5a + 5b or (Total in Column 1 of J703)	$	-
6 TOTAL EARNED LESS RETAINAGE (Line 4 less 5 Total)	$	1,190,422.31
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	$	1,072,012.26
8 CURRENT PAYMENT DUE	$	118,410.05
9 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	702.42

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

CONTRACTOR: DNT CONSTRUCTION

By: M Deeds Date: 6/25/13

State of: TEXAS County of: TRAVIS
Subscribed and sworn to before me this 25th day of June, 2013
Notary Public: Mary Morrison
My Commission expires: 7/16/2016

NOTARY PUBLIC STATE OF TEXAS
Mary B Morrison
My Commission Expires
07/16/2016

ENGINEER CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for.)
ENGINEER
By: Date: 6-25-13

STATE OF TEXAS
LANCE RICHARD ORITI
96173
LICENSED
PROFESSIONAL ENGINEER

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

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: Santa Valley Phase 2B and 3

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: 6R
PROGRESS PAYMENT PERIOD: 5/30/2015

PHASE 3

EROSION CONTROL IMPROVEMENTS						CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE		AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	Silt Fence	2317	LF	$	2.27	$5,259.59	2317.00	0.00	2317.00	$5,259.59	$5,259.59	$0.00	100%
2	Stabilized Construction Entrance	2	EA	$	757.39	$1,514.78	2.00	0.00	2.00	$1,514.78	$1,514.78	$0.00	100%
3	Tree Protection	184	LF	$	2.54	$467.36	184.00	0.00	184.00	$467.36	$467.36	$0.00	100%
4	Inlet Protection	8	EA	$	70.33	$562.64	8.00	0.00	8.00	$562.64	$562.64	$0.00	100%
5	Revegetation W/ On-site Topsoil	4,715.00	SY	$	1.13	$5,327.95	4715.00	0.00	4715.00	$5,327.95	$5,327.95	$0.00	100%
6	Revegetation W/ On-site Topsoil	2,164.00	SY	$	1.14	$2,466.96	2164.00	0.00	2164.00	$2,466.96	$2,466.96	$0.00	100%
						$15,599.28				$15,599.28	$15,599.28	$0.00	100%

STREET IMPROVEMENTS						CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE		AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	Clearing & Grubbing (Medium)	2.58	AC	$	22,134.99	$57,108.27	2.58	0.00	2.58	$57,108.27	$57,108.27	$0.00	100%
2	Clearing & Grubbing (Medium)	1.31	AC	$	38,490.40	$50,422.42	1.31	0.00	1.31	$50,422.42	$50,422.42	$0.00	100%
3	Street Excavation (On Site Disposal)	11,965	SY	$	2.25	$26,921.25	11965.00	0.00	11965.00	$26,921.25	$26,921.25	$0.00	100%
4	Subgrade Preparation	11,965	SY	$	2.54	$30,391.10	11965.00	0.00	11965.00	$30,391.10	$30,391.10	$0.00	100%
5	18" sub-base (1' BOC)	11,965	SY	$	1.75	$20,938.75	11965.00	0.00	11965.00	$20,938.75	$20,938.75	$0.00	100%
6	8" Flex Base (1' BOC)	11,965	SY	$	6.10	$72,986.50	11965.00	0.00	11965.00	$72,986.50	$72,986.50	$0.00	100%
7	1.5" Asphalt	9,917	SY	$	7.51	$74,476.67	9917.00	0.00	9917.00	$74,476.67	$74,476.67	$0.00	100%
8	Curb and Gutter	5,905	LF	$	10.87	$64,187.35	5905.00	0.00	5905.00	$64,187.35	$64,187.35	$0.00	100%
9	Sidewalk (Easement Areas)	760	SF	$	5.07	$3,853.20	760.00	0.00	760.00	$3,853.20	$3,853.20	$0.00	100%
10	ADA Pedestrian Ramp	20	EA	$	828.33	$16,566.60	20.00	0.00	20.00	$16,566.60	$16,566.60	$0.00	100%
11	Regulatory Signage & Striping	1	LS	$	1,642.52	$1,642.52	1.00	0.00	1.00	$1,642.52	$1,642.52	$0.00	100%
12	Regulatory Signage & Striping	1	LS	$	446.86	$446.86	1.00	0.00	1.00	$446.86	$446.86	$0.00	100%
13	End of Road Barricades	1	EA	$	702.42	$702.42	1.00	-1.00	0.00	$0.00	$702.42	($702.42)	0%
						$420,643.91				$419,941.49	$420,643.91	($702.42)	100%

DRAINAGE IMPROVEMENTS						CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE		AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	Storm Sewer Main (RCP 18" Dia)(All Depths)	296	LF	$	28.46	$8,424.16	296.00	0.00	296.00	$8,424.16	$8,424.16	$0.00	100%
2	Storm Sewer Main (RCP 18" Dia)(All Depths)	186.00	LF	$	28.48	$5,297.28	186.00	0.00	186.00	$5,297.28	$5,297.28	$0.00	100%
3	Storm Sewer Main (RCP 24" Dia)(All Depths)	597	LF	$	35.59	$21,247.23	597.00	0.00	597.00	$21,247.23	$21,247.23	$0.00	100%
4	Storm Sewer Main (RCP 24" Dia)(All Depths)	161	LF	$	36.83	$5,929.63	161.00	0.00	161.00	$5,929.63	$5,929.63	$0.00	100%
5	Storm Sewer Main (RCP 36" Dia)(All Depths)	351	LF	$	61.50	$21,586.50	351.00	0.00	351.00	$21,586.50	$21,586.50	$0.00	100%
6	Storm Sewer Main (RCP 30" Dia)(All Depths)	220	LF	$	46.03	$10,126.60	220.00	0.00	220.00	$10,126.60	$10,126.60	$0.00	100%
7	Storm Sewer Main (RCP 42" Dia)(All Depths)	150	LF	$	80.32	$12,048.00	150.00	0.00	150.00	$12,048.00	$12,048.00	$0.00	100%
8	10' Standard Curb Inlet	11	EA	$	3,771.11	$41,482.21	11.00	0.00	11.00	$41,482.21	$41,482.21	$0.00	100%
9	30" Headwall	1	EA	$	3,255.38	$3,255.38	1.00	0.00	1.00	$3,255.38	$3,255.38	$0.00	100%
10	Manhole	2	EA	$	2,898.15	$5,796.30	2.00	0.00	2.00	$5,796.30	$5,796.30	$0.00	100%
11	Manhole	1	EA	$	1,972.96	$1,972.96	1.00	0.00	1.00	$1,972.96	$1,972.96	$0.00	100%
12	4-Sided Area Inlet	1	EA	$	2,278.29	$2,278.29	1.00	0.00	1.00	$2,278.29	$2,278.29	$0.00	100%
13	Channel Excavation	12,337	CY	$	3.59	$44,289.83	12337.00	0.00	12337.00	$44,289.83	$44,289.83	$0.00	100%
14	Trench Safety	1,961	LF	$	1.08	$2,117.88	1961.00	0.00	1961.00	$2,117.88	$2,117.88	$0.00	100%
						$185,852.25				$185,852.25	$185,852.25	$0.00	100%

WATER IMPROVEMENTS						CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE		AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	8" Water Main PVC C-900	3,100.00	LF	$	23.61	$73,191.00	3100.00	0.00	3100.00	$73,191.00	$73,191.00	$0.00	100%
2	Fire Hydrants	4	EA	$	3,488.69	$13,954.76	4.00	0.00	4.00	$13,954.76	$13,954.76	$0.00	100%
3	Fire Hydrants	3	EA	$	3,453.09	$10,359.27	3.00	0.00	3.00	$10,359.27	$10,359.27	$0.00	100%

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: Santa Valley Phase 2B and 3

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: 6R
PROGRESS PAYMENT PERIOD: 6/30/2013

4	Temp Blow Off Valve	1	EA	$	1,497.77	$1,497.77	1.00	0.00	1.00	$1,497.77	$1,497.77	$0.00	100%
5	6" Gate Valve & Box	11	EA	$	1,269.08	$13,959.88	11.00	0.00	11.00	$13,959.88	$13,959.88	$0.00	100%
6	Single Water Serice (Short)	3	EA	$	472.86	$1,418.58	3.00	0.00	3.00	$1,418.58	$1,418.58	$0.00	100%
7	Single Water Serice (Long)	3	EA	$	633.48	$1,900.44	3.00	0.00	3.00	$1,900.44	$1,900.44	$0.00	100%
8	Single Water Serice (Long)	1	EA	$	630.33	$630.33	1.00	0.00	1.00	$630.33	$630.33	$0.00	100%
9	Double Water Serice (Short)	7	EA	$	626.93	$4,388.51	7.00	0.00	7.00	$4,388.51	$4,388.51	$0.00	100%
10	Double Water Serice (Short)	7	EA	$	636.24	$4,453.68	7.00	0.00	7.00	$4,453.68	$4,453.68	$0.00	100%
11	Double Water Serice (Long)	9	EA	$	831.49	$7,483.41	9.00	0.00	9.00	$7,483.41	$7,483.41	$0.00	100%
12	Double Water Serice (Long)	8	EA	$	821.23	$6,569.84	8.00	0.00	8.00	$6,569.84	$6,569.84	$0.00	100%
13	Meter Boxes	38	EA	$	196.83	$7,479.54	38.00	0.00	38.00	$7,479.54	$7,479.54	$0.00	100%
14	Meter Boxes	31	EA	$	196.79	$6,100.49	31.00	0.00	31.00	$6,100.49	$6,100.49	$0.00	100%
15	Trench Excavation Safety	3,100	LF	$	0.54	$1,674.00	3100.00	0.00	3100.00	$1,674.00	$1,674.00	$0.00	100%
						$155,061.50				$155,061.50	$155,061.50	$0.00	100%

WASTEWATER IMPROVEMENTS						CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT		UNIT PRICE	AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	8" Sewer Main (PVC)(0' - 8' Depth)	914	LF	$	21.18	$19,358.52	914.00	0.00	914.00	$19,358.52	$19,358.52	$0.00	100%
2	8" Sewer Main (PVC)(0' - 8' Depth)	643	LF	$	27.85	$17,907.55	643.00	0.00	643.00	$17,907.55	$17,907.55	$0.00	100%
3	8" Sewer Main (PVC)(8' - 10' Depth)	146	LF	$	23.27	$3,397.42	146.00	0.00	146.00	$3,397.42	$3,397.42	$0.00	100%
4	8" Sewer Main (PVC)(8' - 10' Depth)	910	LF	$	28.77	$26,180.70	910.00	0.00	910.00	$26,180.70	$26,180.70	$0.00	100%
5	8" Sewer Main (PVC)(10' - 12' Depth)	386	LF	$	32.36	$12,490.96	386.00	0.00	386.00	$12,490.96	$12,490.96	$0.00	100%
6	Standard Manholes (Incl Coating)	5	EA	$	2,744.85	$13,724.25	5.00	0.00	5.00	$13,724.25	$13,724.25	$0.00	100%
7	Standard Manholes (Incl Coating)	8	EA	$	3,121.96	$24,975.68	8.00	0.00	8.00	$24,975.68	$24,975.68	$0.00	100%
8	6" Single Sewer Services	6	EA	$	826.16	$4,956.96	6.00	0.00	6.00	$4,956.96	$4,956.96	$0.00	100%
9	6" Single Sewer Services	2	EA	$	815.24	$1,630.48	2.00	0.00	2.00	$1,630.48	$1,630.48	$0.00	100%
10	6" Double Sewer Services	16	EA	$	1,229.48	$19,671.68	16.00	0.00	16.00	$19,671.68	$19,671.68	$0.00	100%
11	6" Double Sewer Services	18	EA	$	1,207.13	$21,728.34	18.00	0.00	18.00	$21,728.34	$21,728.34	$0.00	100%
12	Trench Excavation Safety	1,060	LF	$	1.08	$1,144.80	1060.00	0.00	1060.00	$1,144.80	$1,144.80	$0.00	100%
13	Trench Excavation Safety	1,939	LF	$	1.08	$2,094.12	1939.00	0.00	1939.00	$2,094.12	$2,094.12	$0.00	100%
						$169,261.46				$169,261.46	$169,261.46	$0.00	100%

LOT GRADING IMPROVEMENTS						CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT		UNIT PRICE	AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	Lot Grading	31.00	EA	$	1,615.55	$50,082.05	31.00	0.00	31.00	$50,082.05	$50,082.05	$0.00	100%
						$50,082.05				$50,082.05	$50,082.05	$0.00	100%

ELECTRIC IMPROVEMENTS						CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT		UNIT PRICE	AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	Joint Trench Excavation	4,665.00	LF	$	3.06	$14,368.20	4665.00	0.00	4665.00	$14,368.20	$14,368.20	$0.00	100%
2	Non Joint Trench Excavation	1,170	LF	$	5.12	$5,990.40	1170.00	0.00	1170.00	$5,990.40	$5,990.40	$0.00	100%
3	3" SCH 40 Conduit	6,315	LF	$	2.43	$15,345.45	6315.00	0.00	6315.00	$15,345.45	$15,345.45	$0.00	100%
4	Secondary Pedestals	37	EA	$	334.75	$12,385.75	37.00	0.00	37.00	$12,385.75	$12,385.75	$0.00	100%
5	Transformer Pads	7	EA	$	815.54	$5,708.78	7.00	0.00	7.00	$5,708.78	$5,708.78	$0.00	100%
6	56 Combo Pac	3	EA	$	1,434.34	$4,303.02	3.00	0.00	3.00	$4,303.02	$4,303.02	$0.00	100%
7	56 Enclosure	3	EA	$	561.25	$1,683.74	3.00	0.00	3.00	$1,683.74	$1,683.74	$0.00	100%
8	Single Arm Street Lights	9	EA	$	1,690.19	$15,211.71	9.00	0.00	9.00	$15,211.71	$15,211.71	$0.00	100%
9	General Conditions	2	LS	$	8,288.00	$16,576.00	2.00	0.00	2.00	$16,576.00	$16,576.00	$0.00	100%
						$91,573.05				$91,573.05	$91,573.05	$0.00	100%

ONSITE GAS IMPROVEMENTS						CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT		UNIT PRICE	AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	Joint Trench Excavation	3,615.00	LF	$	3.09	$11,170.35	3615.00	0.00	3615.00	$11,170.35	$11,170.35	$0.00	100%

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: Santa Valley Phase 2B and 3

CONTRACTOR: DNT CONSTRUCTION
P O Box 5210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: 5R
PROGRESS PAYMENT PERIOD: 5/30/2013

2	Non Joint Trench Excavation	670	LF	$	5.13	$3,437.10	670.00	0.00	670.00	$3,437.10	$3,437.10	$0.00	100%
3	Non Joint Trench Excavation	520	LF	$	5.14	$2,672.80	520.00	0.00	520.00	$2,672.80	$2,672.80	$0.00	100%
4	6" Poly Pipe	1,000	LF	$	10.08	$10,080.00	1000.00	0.00	1000.00	$10,080.00	$10,080.00	$0.00	100%
5	2" Poly Pipe	2,265	LF	$	2.45	$5,549.25	2265.00	0.00	2265.00	$5,549.25	$5,549.25	$0.00	100%
6	3/4" Poly Pipe	1,540	LF	$	2.95	$4,543.00	1540.00	0.00	1540.00	$4,543.00	$4,543.00	$0.00	100%
7	Service Taps	39	EA	$	39.03	$1,522.17	39.00	0.00	39.00	$1,522.17	$1,522.17	$0.00	100%
8	Hot Tap Tie-In	5	EA	$	747.04	$3,735.20	5.00	0.00	5.00	$3,735.20	$3,735.20	$0.00	100%
9	General Conditions	2	LS	$	6,944.00	$13,888.00	2.00	0.00	2.00	$13,888.00	$13,888.00	$0.00	100%
						$56,597.87				$56,597.87	$56,597.87	$0.00	100%

ADDITIONAL IMPROVEMENTS

ITEM	DESCRIPTION	QTY.	UNIT		UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	Place Surplus Spoils in Section 3	1	LS	$	17,224.67	$17,224.67	1.00	0.00	1.00	$17,224.67	$17,224.67	$0.00	100%
2	Payment and Performance Bond	1	LS	$	10,850.00	$10,850.00	1.00	0.00	1.00	$10,850.00	$10,850.00	$0.00	100%
3	Payment and Performance Bond	1	LS	$	9,505.00	$9,505.00	1.00	0.00	1.00	$9,505.00	$9,505.00	$0.00	100%
						$37,579.67				$37,579.67	$37,579.67	$0.00	100%

CHANGE ORDER 1

ITEM	DESCRIPTION	QTY.	UNIT		UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	30" RCP	140	LF	$	46.03	$6,444.20	140.00	0.00	140.00	$6,444.20	$6,444.20	$0.00	100%
2	4 Sided Area Inlet	1	LS	$	2,278.29	$2,278.29	1.00	0.00	1.00	$2,278.29	$2,278.29	$0.00	100%
3	Trench Safety	140	LF	$	1.08	$151.20	140.00	0.00	140.00	$151.20	$151.20	$0.00	100%
						$8,873.69				$8,873.69	$8,873.69	$0.00	100%

TOTAL CONTRACT						$1,191,124.73				$1,190,422.31	$1,191,124.73	($702.42)	100%

TOTAL COMPLETED TO DATE	$	1,190,422.31
TOTAL COMPLETED/ STORED TO DATE	$	1,190,422.31
RETAINAGE HELD	$	-
TOTAL CPLT LESS RETAINAGE	$	1,190,422.31
LESS PREVIOUS BILLINGS	$	1,072,012.26
CURRENT PAYMENT DUE	$	118,410.05

ORIGINAL CONTRACT AMOUNT	$	1,182,251.04
CONTRACT CHANGES	$	8,873.69
TOTAL CONTRACT W/ CHANGES	$	1,191,124.73
WORK COMPLETED TO DATE	$	1,190,422.31
BALANCE TO COMPLETE	$	702.42

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF Travis

Date: 7/02/2013

Owner: H4 Sarita Valley, LLC

Contractor/Material
Provider ("Affiant"): DNT Construction, LLC

Project : Sarita Valley Ranch 2B and 3

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 2nd day of July, 2013.

AFFIANT:

Signature: Duane B. McGlauflin

Typed Name: Duane McGlauflin

Title: President & CEO

Initialed: DM

STATE OF TEXAS

COUNTY OF Travis

BEFORE ME the undersigned authority on this day personally appeared Duane McGlauflin 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 2nd day of July, 2013.

Mary Morrison

Notary in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
Mary B Morrison
My Commission Expires
07/16/2016

Name: Mary Morrison

My commission expires: 7/16/2016

Initialed: MM