AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ January 2, 2014 at 7:00 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, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments
4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.
5. Canvass of Election Results from December 17, 2013 Runoff Election for City Council Place 4, Unexpired term
6. Presentation to Council Member Cantwell
7. Swearing In of Ron Abruzzese to City Council Place 4

REGULAR AGENDA

8. Consider amendment to Resolution #12-019-00; declaring every month to be designated to support a local charity. ***Sponsored by Mayor Pro Tem Dishongh***
9. Consider appointments to the Parks & Recreation Advisory Board, Economic Development Committee and Library Foundation Board

CONSENT AGENDA: ACTION

Consent Agenda includes items 10 through 13

10. Approval of the minutes: December 19, 2013
11. Consider first Amendment to the Facilities Agreement between the City of Leander and Palmera Ridge Development, Inc.
12. Second Reading of an Ordinance on Ordinance Case #13-OR-004: amending sections of Article 14.200, The Composite Zoning Ordinance to modify the GC, General Commercial and LI, Light Industrial Use Components and the Type 3 Site Component

13. Consider Agreements to terminate the Development and Reimbursement Agreement and Facilities Agreement with Leander 183A Development II, LLC, originally approved November 1, 2012

14. Council Members Closing Statements

15. Adjournment

Reception honoring Michell Cantwell for 10 years of service on the City Council will immediately follow the meeting

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 27th day of December, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile TRMC, City Secretary

AGENDA ITEM # 5

Executive Summary
January 2, 2014

Agenda Subject: A Resolution canvassing the returns and declaring the results of the December 17, 2014 Runoff Election of the City of Leander,

Background: A Runoff Election was held on December 17, 2014 to fill Place 4, unexpired term on the City Council. This Resolution is to canvass the results.

Origination: City Secretary

Recommendation: Staff would recommend approval.

Attachments: Resolution

Prepared by: Debbie Haile, TRMC, City Secretary

RESOLUTION NO.

A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE DECEMBER 17, 2013, RUNOFF ELECTION OF THE CITY OF LEANDER, TEXAS

Whereas, pursuant to the City Charter and Texas Election Code, the City Council of the City of Leander, Texas, convened on this the 2nd day of January 2014, at 7:00 P.M. for the purpose of canvassing the vote in the Runoff Election held on December 17, 2013;

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

Section One. Canvass of Vote. There came to be considered the returns of the runoff election held on the 17th day of December, 2013, for the purpose of electing Councilmember for Councilmember Place 4, unexpired term and it appearing from said returns, duly and legally made; that each of the candidates in said election received the following votes:

RUNOFF ELECTION:

COUNCIL, PLACE 4 (Unexpired Term)

Jerry Perez	78
Ron Abruzzese	187
Total Votes	265

Section Two. Findings and Declarations. It is found, determined and declared by the City Council that said election was duly called; that notice of said election was given in accordance with law, and that said election was held in accordance with State Law and the City Charter and Ron Abruzzese was duly elected to Councilmember Place 4. Said above named party is hereby declared duly elected to said respective office, subject to the taking of the oath of office as provided by the laws of the State of Texas.

Section Three. Open Meetings. It is further found and determined that in accordance with this Resolution of this governing body that the City Secretary posted written notice of the date, place, and subject of this meeting on the bulletin board located at City Hall, a place convenient to the public, and said notice having been so posted continuously for at least 72 hours preceding the date of this meeting. A copy of the return of said posting shall be attached to the minutes of the meeting and shall be made apart thereof for all intents and purposes.

PASSED AND APPROVED this the 2nd day of January, 2014

CITY OF LEANDER, TEXAS

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary

Executive Summary
January 2, 2014

Agenda Subject: Consider amendment to Resolution #12-019-00; declaring every month to be designated to support a local charity

Background: On September 6, 2012 the City Council passed a Resolution to designate every other month to support a local charity. At the December 19, 2013 council meeting, Mayor Pro Tem Dishongh was appointed as the liaison to designate the charities. Because of his past experience in working with local charities, he requested this be changed to monthly.

Origination: Mayor Pro Tem Dishongh

Recommendation: n/a

Attachments: Resolution

Prepared by: Debbie Haile, TRMC, City Secretary

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS DECLARING THAT EVERY MONTH OF THE YEAR SHALL BE DESIGNATED TO SUPPORT A LOCAL CHARITY AND THE CITY COUNCIL ENCOURAGES ALL RESIDENTS TO SUPPORT THEIR LOCAL CHARITIES WITH DONATIONS OF THEIR GOODS, MONEY AND TIME.

WHEREAS, the City benefits from the services provided by a variety of local charities; and

WHEREAS, there are always families in need whether the national economy is expanding or contracting; and

WHEREAS, Governments are not financially capable of providing adequate services for all families in need; and

WHEREAS, Local charities provide important services to families in crisis that are not provided elsewhere; and

WHEREAS, Residents that give to charities are often more connected to people served by charities than by government organizations; and

WHEREAS, When residents support local charities it helps build a sense of community; and

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

SECTION ONE. The City Council of the City of Leander hereby states that it will highlight charities on a monthly basis and encourage residents of Leander to support that charity.

SECTION THREE. The City Council of the City of Leander hereby encourages all residents to support Local Charities with donations of goods, money or time.

SECTION FOUR. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 2nd day of January, 2014 at a Regular Meeting of the City Council of the City of Leander, Texas.

CITY OF LEANDER

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC City Secretary

AGENDA ITEM # 9

Executive Summary

January 2, 2014

Council Agenda Subject: Consider appointments to the Parks & Recreation Advisory Board, Economic Development Committee and Library Foundation Board

Background: The Parks and Recreation Advisory Board has one vacant place and the Library Foundation Board has two vacancies. Mayor Fielder has requested that these committees be filled as soon as possible. The Economic Development Committee does not have a limit on the number of members.

Origination: Mayor Fielder

Financial Consideration: N/A

Recommendation:

Attachments: n/a

Prepared by: Debbie Haile, TRMC, City Secretary

MINUTES
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ December 19, 2013 at 7:00 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, Invocation, Pledges of Allegiance
   Mayor Fielder opened the meeting at 7:00 p.m. and welcomed those in attendance
   Council Member Navarrette delivered the invocation

2. Roll Call
   All present except Mayor Pro Tem Dishongh

3. Staff Comments: **Steve Bosak, Director of Parks & Recreation informed Council about The Tree Recycling beginning on Dec. 26th through January 13th**

   Officer Jackson Mitchell told council about the Blue Santa bike challenge

   Kent Cagle, City Manager announced that today is Cindy Hignite, HR Director's birthday

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

   No comments

5. Update from the Greater Leander Chamber of Commerce
   Bridget Brandt, Chamber of Commerce President updated Council on the Chamber

CONSENT AGENDA: ACTION

6 Approval of the minutes: December 5, 2013

7 Acceptance of Subdivision Infrastructure Improvements for Pecan Creek, Phase 1

8. Acceptance of Subdivision Infrastructure Improvements for Vista Ridge, Phase 2B

Council Member Cantwell pulled item # 8 to ask a question
Wayne Watts, City Engineer explained

Motion made by Council Member Navarrette to approve items # 6 & 7. Second by Council Member Garcia. Motion passes, all voting "aye"

Motion made by Council Member Cantwell to approve Item # 8. Second by Council Member Siebold. Motion passes, all voting "aye"

PUBLIC HEARING: ACTION

9. **a. Public Hearing** on Ordinance Case #13-OR-004: Consider amending sections of article 14.200, the Composite Zoning Ordinance, to modify the GC, General Commercial and LI, Light Industrial Use Components and the Type 3 Site Component
Tom Yantis, Director of Development Services explained

Blanche Corley 403 Hernando's Loop – spoke about the zoning changes

b. Action on Ordinance Case #13-OR-004: amending Article 14.200, the Composite Zoning Ordinance, to modify GC, General Commercial and LI, Light Industrial Use Components and the Type 3 Site Component

Motion made by Council Member Navarrette to approve as is with the stipulation that staff work with P & Z continue to work on amendments and bring back to council by the second meeting in February. Second by Council Member Cantwell. Motion passes, 5 to 1 with Council Member Lynch voting against

REGULAR AGENDA

10. Presentation regarding proposed development of the Caughfield Property with the City's ETJ
David Gray made a presentation on the proposed development
Garrett Martin also explained the proposed development

11. Consider a Development Agreement between the City of Leander and Crescent Properties,
Tom Yantis, Director of Development Services explained
Steve Yetts with Crescent Communities explained the project

Motion made by Council Member Cantwell to approve. Second by Council Member Garcia. Motion passes, all voting "aye"

12. Consider an Ordinance consenting to the creation of the Crescent Properties Municipal Utility District
Tom Yantis, Director of Development Services explained

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

13. Consider a Facilities Agreement between the City and Crescent Properties. for facilities related to the Crescent Properties Municipal Utility District
Tom Yantis, Director of Development Services explained

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

14. Consider an Ordinance identifying Projects to be funded from the Tax Increment Fund; establishing Sub accounts in the Tax Increment Fund; and providing for related matters
Tom Yantis, Director of Development Services explained

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

15. Consider a Policy for Naming City Parks & Recreation Facilities
Steve Bosak, Parks & Recreation Director explained

Motion made by Council Member Cantwell to approve. Second by Council Member Siebold. Amended Motion made by Council Member Cantwell to approve with the amendment that a facility can only be named after a person who is deceased. No second made. Council Member Cantwell retracted the amended motion. Original Motion passes, 5 to 1 with Council Member Lynch voting against

16. Consider appointments to the Veterans Park Committee, Parks & Recreation Advisory Board, Economic Development Committee and Library Foundation Board
Mayor Fielder appointed Bob Cantwell, Dan Miche, Marcia Back, Don Bradley, Ashli Williamson and Stan Holcomb to the Veterans Park Committee.

The Board Selection Committee will bring the appointments to the Parks and EDC and Library Board to the January 2, 2014 meeting.

17. Consider appointment to the Board Selection Committee
Motion made by Mayor Fielder to appoint Mayor Pro Tem Dishongh to the Board Selection Committee. Second by Council Member Lynch. Motion passes, all voting "aye"

18. Discuss and Consider a Non-Profit Liaison
Motion made by Mayor Fielder to appoint Mayor Pro Tem Dishongh as the Non-Profit liaison. Second by Council Member Cantwell. Motion passes, all voting "aye"

19. Consider appointment to the Brushy Creek Regional Utility Authority (BCRUA) Board of Directors and/or Citizen Director
Motion made by Council Member Cantwell to appoint Mayor Pro Tem Dishongh to the BCRUA Board of Directors and to appoint Council Member Garcia as the Citizen Director. Second by Council Member Navarrette. Motion passes, all voting "aye"

20. Consider Consulting Agreement with Pix Howell
Kent Cagle, City Manager explained.

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

21. Council Members Closing Statements
Council Member gave their closing statements.

22. Adjournment
With there being no further business, the meeting adjourned at 8:21 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary

Executive Summary

January 2, 2014

Agenda Subject: Consideration and action on the first amendment to the facilities agreement between the City of Leander and Palmera Ridge Development, Inc. for 197.55 acres, more or less, generally located northwest of the intersection of Hero Way and Ronald Reagan Blvd. encompassing the property known as the Kittie Hill Airport within the city limits and extraterritorial jurisdiction of the City of Leander, Williamson County, Texas.

Background: The facilities agreement with Palmera Ridge was originally approved on December 5, 2013. After the documents were executed it was determined that there was a factual error in the recitals of the agreement. The agreement states that all of the property is within the corporate limits of the City as of the effective date of the agreement. In fact, a significant portion of the property is outside the city limits and will be annexed subsequent to the effective date of the agreement. This amendment corrects the factual misstatement in the original agreement.

Origination: Applicant

Financial Consideration: None.

Recommendation: Staff recommends approval of the amendment.

Attachments: 1. 1st Amendment to the Palmera Ridge Facilities Agreement

Prepared By: Tom Yantis, AICP
Development Services Director 12/26/2013

AMENDMENT TO THE FACILITIES AMENDMENT
FOR THE PALMERA RIDGE MUNICIPAL UTILTIY DISTRICT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS AMENDMENT TO THE FACILITIES AGREEMENT FOR THE PALMERA RIDGE MUNICIPAL UTILITY DISTRICT FACILITIES AMENDMENT ("*Amendment*") is made and entered into as of _____, 2014 (the "*Effective Date*"), initially by PALMERA RIDGE DEVELOPMENT, INC., a Texas corporation ("*Owner*"), and the CITY OF LEANDER, TEXAS ("*City*"), a home rule municipal corporation. Subsequent to its creation, PALMERA RIDGE MUNICIPAL UTILITY DISTRICT OF WILLIAMSON COUNTY, TEXAS, a municipal utility district created and operating pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code (the "*District*"), will become a party to this Amendment. The Owner, the City, and the District are sometimes hereinafter referred to singularly as a "*Party*", and collectively as the "*Parties*".

RECITALS

WHEREAS, the Owner and the City previously entered that certain "Facilities Agreement" effective as of December 5, 2013 (the "*Facilities Agreement*") applicable to the property described in **Exhibits "A" and "A-1"** to the Facilities Agreement (the "*Property*"); and

WHEREAS, the Owner and the City wish to correct a misstatement of fact set forth in the Recitals of the Facilities Agreement;

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract and agree as follows:

ARTICLE I.
AMENDMENT

Section 1.01 Amendment of Recitals. The first recital set forth in the Facilities Agreement shall be amended in its entirety to read as follows:

> WHEREAS, the Owner is the owner of approximately 145.26 and 52.29 acres of land, more or less, located in Williamson County, Texas, described in the attached **Exhibits "A" and "A-1"** (the "*Property*").

Section 1.02 Execution of this Agreement. The Owner covenants and agrees to cause the Board of the District to approve and execute this Amendment and to deliver an executed original of this Amendment to the City within thirty (30) days after the Board holds its organizational meeting.

Section 1.03 Amendment of Facilities Agreement. The Facilities Agreement is amended only to the extent specifically provided by this Amendment, and all other provisions of the Facilities Agreement shall be and remain in full force and effect.

CITY:

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

Attest:

By:_____
Name: Debbie Haile
Title: City Secretary

By:_____
Name: Christopher Fielder
Title: Mayor

Date: _____

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of _____, 2014, by Christopher Fielder, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public, State of Texas

OWNER:

Palmera Ridge Partners, LP, a Texas limited partnership

By:_____
Name: _____
Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2014, by _____, _____ of_____,_____, on behalf of said _____.

(SEAL)

_____
Notary Public, State of Texas

Pursuant to Section 1.02 hereof, the District has executed this Amendment.

PALMERA RIDGE MUNICIPAL UTILITY DISTRICT OF WILLIAMSON COUNTY, TEXAS

By:_____

Name:_____

Title: President, Board of Directors

Date:_____

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me, on the ____ day of _____, 2014, by _____, President of the Board of Directors of the Palmera Ridge Municipal Utility District of Williamson County, Texas on behalf of said district.

_____

Notary Public, State of Texas

Printed Name:_____
My Commission Expires:_____

SEAL

Executive Summary

January 02, 2014

Agenda Subject: Ordinance Case #13-OR-004: consider action on amending sections of article 14.200, the Composite Zoning Ordinance, to modify the GC (General Commercial) and LI (Light Industrial) Use Components and the Type 3 Site Component.

Background: Staff is proposing amendments to the Composite Zoning Ordinance to add the requirement that gasoline pumps shall be located no closer to the street than the primary structure and to add the following uses to the GC (General Commercial) and LI (Light Industrial) use components.

GC (General Commercial)

- Retail Sales of new products and services
- New vehicle and major equipment sales

LI (Light Industrial)

- Bingo
- Vehicle and major equipment sales
- Retail sales, second hand resale, and services

Origination: Planning Department

Financial Consideration: None

Recommendation: Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval at the December 12, 2013 meeting. The City Council recommended approval of the amendment at the December 19, 2013 Meeting.

Attachments:

1. Summary of Proposed Amendments
2. Draft Ordinance

Prepared By: Tom Yantis, AICP
Development Services Director 12/20/2013

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF ARTICLE 14.200, THE COMPOSITE ZONING ORDINANCE, TO ADD LAND USES TO THE GENERAL COMMERCIAL AND LIGHT INDUSTRIAL USE COMPONENTS; TO ADD REQUIREMENTS TO THE TYPE III SITE COMPONENT, PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

Whereas, the Planning & Zoning Commission held a public hearing on the proposed amendments to Article 14.200, Leander Code of Ordinances (the "Composite Zoning Ordinance"), and forwarded its recommendation on the amendments to the City Council; and

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has considered the proposed amendments and finds that the amendments are reasonable and necessary to protect the health, safety, and welfare of the present and future residents of the City;

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

Section 1. **Findings of Fact.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. **Amendment of Article III, Sections 13 (b) (17), (18), and (19).** Article III, Sections 13 (b) (17), (18), and (19) of the Composite Zoning Ordinance are hereby amended in its entirety as follows:

(17) Retail sales of new products and services
(18) Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals
(19) New Vehicle and major equipment sales, rental or leasing, repair, body shop [Small engine repair shops and motorcycle repair shops shall not be permitted within one-hundred fifty (150) feet of a residential district unless such repairs are conducted totally within a fully enclosed building.]

Section 3. **Amendment of Article III, Sections 14 (b) (1)-(21).** Article III, Sections 14 (b) (1)-(21) of the Composite Zoning Ordinance are hereby amended in its entirety as follows:

(1) Any use permitted in the "GC" component
(2) Bingo
(3) Car Title Loans Shop/Business
(4) Commercial laundry
(5) Contractor and building material storage
(6) Hooka Lounge

(7) Manufacture, assembly or processing of materials not classified as hazardous by the Fire Chief
(8) Mini-warehouse or self-service storage facilities [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway if built to Type B, C or D architectural standards or such facilities include exterior warehouse doors], warehouse and distribution, commercial storage
(9) Pawn Shop
(10) Payday Lending Business
(11) Research, Testing, and Development Laboratory
(12) Research, Testing, and Development Laboratory (Intense)
(13) Retail sales, second hand resale, and services
(14) RV, trailer, commercial motor vehicle and boat outdoor storage [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway] (Note: refer to Article VI, Section 9 for rules on special vehicle storage)
(15) Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]
(16) Tattoo and/or Body Piercing Parlor
(17) Utilities, including ground mounted service equipment and structures as a primary use and facilities such as poles, electrical switching facilities, lift stations, water pump stations, gas regulating facilities, electrical substations, generating plants, wastewater and water treatment plants, etc. (see screening requirements in Article VI, Sec. 1)
(18) Vehicle and major equipment sales, rental or leasing, repair, body shop [Small engine repair shops and motorcycle repair shops shall not be permitted within one-hundred fifty (150) feet of a residential district unless such repairs are conducted totally within a fully enclosed building.]
(19) Warehouse and distribution
(20) Wood yard
(21) Wholesale activities

Section 4. **Addition of Subsections 14(b) (22)-(24) to Article III.** Article III, Section 14(b) of the Composite Zoning Ordinance is hereby amended by adding subsections (22)-(24) to read as follows:

(22) Wrecker Impoundment, Towing [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]
(23) Stand alone crematory or embalming establishment as long as the crematory stack is no closer than 200' from a restaurant or associated parking or from a residential district (unless such district is utilized for non-residential uses)
(24) Other similar uses as determined by the Director of Planning based on the criteria of Article II, Sec. 2, (f)

Section 5. **Addition of Subsection 3(b)(2) (v) (e) to Article V.** Article V, Section 3 (b) (2) (v) of the Composite Zoning Ordinance is hereby amended by adding subsection (e) to read as follows:

(e) Gasoline pumps shall be located no closer to the street than the primary structure.

Section 6. **Conflicting Ordinances.**Exhibit "A", Article 14.200, Leander Code of Ordinances and of Ordinance No. 05-018-00 is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 7. **Savings Clause.**All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 8. **Effective Date.**This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.Section 5 of this ordinance shall apply to properties for which a site development permit application or building permit application is submitted to the City after the effective date of this ordinance. Properties for which a site development permit application or building permit application was filed on or before the effective date of this ordinance shall comply with the version of Section 3 (b) (2) (v), Article V of the Zoning Ordinance in effect immediately preceding this amendment.

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 of 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.

PASSED AND APPROVED on the 19th day of December, 2013.
PASSED AND FINALLY APPROVED on the 2nd day of January, 2014.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
Christopher Fielder, Mayor	Debbie Haile, City Secretary

COMPOSITE ZONING ORDINANCE AMENDMENTS

CODE	CURRENT	PROPOSED
ART III, Sec 13 (b) GC	(17) Retail sales and service	(17) Retail sales **of new products** and services
	(18) Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals	(18) Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals
	(19) Vehicle and major equipment sales, rental or leasing, repair, body shop [Small engine repair shops and motorcycle repair shops shall not be permitted within one-hundred fifty (150) feet of a residential district unless such repairs are conducted totally within a fully enclosed building.]	(19) **New** Vehicle and major equipment sales, rental or leasing, repair, body shop [Small engine repair shops and motorcycle repair shops shall not be permitted within one-hundred fifty (150) feet of a residential district unless such repairs are conducted totally within a fully enclosed building.]
ART III, Sec 14 (b) LI	(1) Any use permitted in the "GC" component	(1) Any use permitted in the "GC" component
		(2) Bingo
	(2) Car Title Loans Shop/Business	**(3)** Car Title Loans Shop/Business
	(3) Commercial laundry	**(4)** Commercial laundry
	(4) Contractor and building material storage	**(5)** Contractor and building material storage
	(5) Hooka Lounge	**(6)** Hooka Lounge
	(6) Manufacture, assembly or processing of materials not classified as hazardous by the Fire Chief	**(7)** Manufacture, assembly or processing of materials not classified as hazardous by the Fire Chief
	(7) Mini-warehouse or self-service storage facilities [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway if built to Type B, C or D architectural standards or such facilities include exterior warehouse doors], warehouse and distribution, commercial storage	**(8)** Mini-warehouse or self-service storage facilities [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway if built to Type B, C or D architectural standards or such facilities include exterior warehouse doors], warehouse and distribution, commercial storage
	(8) Pawn Shop	**(9)** Pawn Shop
	(9) Payday Lending Business	**(10)** Payday Lending Business
	(10) Research, Testing, and Development Laboratory	**(11)** Research, Testing, and Development Laboratory
	(11) Research, Testing, and Development Laboratory (Intense)	**(12)** Research, Testing, and Development Laboratory (Intense)
		(13) Retail sales, second hand resale, and services
	(12) RV, trailer, commercial motor vehicle and boat outdoor storage [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway] (Note: refer to Article VI, Section 9 for rules on special vehicle storage)	**(14)** RV, trailer, commercial motor vehicle and boat outdoor storage [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway] (Note: refer to Article VI, Section 9 for rules on special vehicle storage)
	(13) Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]	**(15)** Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]

Red = Addition/Deletion, Blue = Change in Formatting

CODE	CURRENT	PROPOSED
ART III, Sec 14 (b)	(14) Tattoo and/or Body Piercing Parlor	**(16)** Tattoo and/or Body Piercing Parlor
	(15) Utilities, including ground mounted service equipment and structures as a primary use and facilities such as poles, electrical switching facilities, lift stations, water pump stations, gas regulating facilities, electrical substations, generating plants, wastewater and water treatment plants, etc. (see screening requirements in Article VI, Sec. 1)	**(17)** Utilities, including ground mounted service equipment and structures as a primary use and facilities such as poles, electrical switching facilities, lift stations, water pump stations, gas regulating facilities, electrical substations, generating plants, wastewater and water treatment plants, etc. (see screening requirements in Article VI, Sec. 1)
		(18) Vehicle and major equipment sales, rental or leasing, repair, body shop [Small engine repair shops and motorcycle repair shops shall not be permitted within one-hundred fifty (150) feet of a residential district unless such repairs are conducted totally within a fully enclosed building.]
	(16) Warehouse and distribution	**(19)** Warehouse and distribution
	(17) Wood yard	**(20)** Wood yard
	(18) Wholesale activities	**(21)** Wholesale activities
	(19) Wrecker Impoundment, Towing [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]	**(22)** Wrecker Impoundment, Towing [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]
	(20) Stand alone crematory or embalming establishment as long as the crematory stack is no closer than 200' from a restaurant or associated parking or from a residential district (unless such district is utilized for non-residential uses).	**(23)** Stand alone crematory or embalming establishment as long as the crematory stack is no closer than 200' from a restaurant or associated parking or from a residential district (unless such district is utilized for non-residential uses).
	(21) Other similar uses as determined by the Director of Planning based on the criteria of Article II, Sec. 2, (f)	**(24)** Other similar uses as determined by the Director of Planning based on the criteria of Article II, Sec. 2, (f)
ART V, Sec 3 (b) (2) (v)	(i) Outdoor commercial fueling and washing of vehicles is permitted provided that: a. Washing of vehicles (including vacuum facilities) are not located within one hundred fifty (150') feet of a residential district unless such district is utilized for non-residential purposes. The location is measured from the closest portion of the structure associated with the washing of vehicles to the residential district; and b. Commercial fueling is not located within one hundred (100') feet of a residential district unless such district is utilized for non-residential purpose. The location is measured from the closest portion of the structure associated with the outdoor commercial fueling to the residential district; and	(i) Outdoor commercial fueling and washing of vehicles is permitted provided that: a. Washing of vehicles (including vacuum facilities) are not located within one hundred fifty (150') feet of a residential district unless such district is utilized for non-residential purposes. The location is measured from the closest portion of the structure associated with the washing of vehicles to the residential district; and b. Commercial fueling is not located within one hundred (100') feet of a residential district unless such district is utilized for non-residential purpose. The location is measured from the closest portion of the structure associated with the outdoor commercial fueling to the residential district; and

CODE	CURRENT	PROPOSED
	c. No more than two outdoor commercial fueling and washing of vehicles facilities shall be located within six hundred (600') feet of any intersection separately or in combination with a convenience store or other use; and d. Vehicle washing and fueling facility locations are reserved only by obtaining an approved building permit for such facility and keeping such permit active (see Article IX, Sec. 8 and 9).	c. No more than two outdoor commercial fueling and washing of vehicles facilities shall be located within six hundred (600') feet of any intersection separately or in combination with a convenience store or other use; and d. Vehicle washing and fueling facility locations are reserved only by obtaining an approved building permit for such facility and keeping such permit active (see Article IX, Sec. 8 and 9). **e. Gasoline pumps shall be located no closer to the street than the primary structure.**

Executive Summary

January 2, 2014

Agenda Subject:	Consideration of agreements to terminate the development and reimbursement agreement and facilities agreement with Leander 183A Development II, LLC, originally approved November 1, 2012.
Background:	These termination agreements are related to the purchase of the property from Leander 183A Development II, LLC by Crescent Leander, TX, LLC. The Council approved a development and reimbursement agreement and a facilities agreement with Crescent Leander, TX, LLC on December 19, 2013. Those agreements will take the place of the agreements previously approved with Leander 183A Development II, LLC once Crescent completes the purchase of the property.
Origination:	Applicant
Financial Consideration:	None.
Recommendation:	Staff recommends approval of the termination agreements.
Attachments:	1. Termination of Development and Reimbursement Agreement 2. Termination of Facilities Agreement
Prepared By:	Tom Yantis, AICP Development Services Director 12/26/2013

AGREEMENT TO TERMINATE DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS AGREEMENT TO TERMINATE DEVELOPMENT AND REIMBURSEMENT AGREEMENT (this "**Termination**") is made and executed as of this ____ day of January, 2014, by and among Leander 183A Development II, LLC, a Texas limited liability company (the "**Developer**"), the City of Leander, Texas (the "**City**"), the Leander Development Authority (the "**Authority**"), and Reinvestment Zone Number One, City of Leander, Texas ("**TIRZ#1**") (Developer, the City, the Authority and TIRZ#1 are each a "**Party**" and are collectively the "**Parties**").

RECITALS:

A. The Parties have entered into that certain Development and Reimbursement Agreement for Leander 183A Development II, LLC dated November 1, 2012 (the "**183A Development Agreement**").

B. A certain Memorandum of Agreement with regard to the 183A Development Agreement was recorded at Document No. 2013003346, Official Public Records of Williamson County, Texas, on January 10, 2013 (the "**Memorandum of Agreement**").

C. As described in Section 3.4 of the 183A Development Agreement, Developer has paid and contributed approximately $250,000 to the cost of the Intersection as that term is defined in the 183A Development Agreement (the "**Contribution**").

D. Crescent Leander, TX, LLC, a Delaware limited liability company, ("**Crescent**") has contracted to purchase the property described in Exhibit A of Exhibit 1 attached hereto (the "**Property**").

E. The City approved that certain Crescent Leander Development and Reimbursement Agreement effective as of December 19, 2013 (the "**Crescent Development Agreement**"), provided that Crescent acquires the Property and executes the Crescent Development Agreement within sixty days of the date the City Council approved the Crescent Development Agreement.

E. The Parties desire to terminate the 183A Development Agreement, and execute and record a release of the Memorandum of Agreement upon Crescent acquiring the Property and executing the Crescent Development Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Termination. The 183A Development Agreement is terminated in its entirety, and is of no force or effect effective as of the date that Crescent acquires the Property and fully executes the Crescent Development Agreement (the "**Effective Date**").

2. Release. The Parties shall execute and record a release of the Memorandum of Agreement in the official public records of Williamson County, Texas (the "**Release**") within sixty (60) days after the Effective Date. The Release shall be in the form as attached hereto as Exhibit 1.

3. No Reimbursement. The Parties acknowledge and agree that Developer is not owed any reimbursements in connection with the 183A Development Agreement, including, but not limited to, any reimbursements in connection with the Contribution.

4. Counterparts; Facsimile and Email Signatures. This Termination may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and scanned signatures sent by email on this Termination shall be valid and enforceable to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Termination as of the date and year first above written.

DEVELOPER:
LEANDER 183A DEVELOPMENT II, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

AUTHORITY:
LEANDER DEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

CITY:
CITY OF LEANDER

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

TIRZ#1:
REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

EXHIBIT I

RELEASE OF MEMORANDUM OF AGREEMENT

AFTER RECORDING, RETURN TO:

_____

_____

_____

_____

RELEASE OF MEMORANDUM OF AGREEMENT

THIS RELEASE OF MEMORANDUM OF AGREEMENT (this "**Release**") is made and executed as of this ____ day of January, 2014, by and among Leander 183A Development II, LLC, a Texas limited liability company (the "**Developer**"), the City of Leander, Texas (the "**City**"), the Leander Development Authority (the "**Authority**"), and Reinvestment Zone Number One, City of Leander, Texas ("**TIRZ#1**") (Developer, the City, the Authority and TIRZ#1 are each a "**Party**" and are collectively the "**Parties**").

Recitals

WHEREAS, The Parties entered into that certain Development and Reimbursement Agreement for Leander 183A Development II, LLC dated November 1, 2012 (the "**183A Development Agreement**"), regarding certain property in Williamson County, Texas, described on Exhibit A attached hereto (the "**Property**").

WHEREAS, a certain Memorandum of Agreement with regard to the 183A Development Agreement was executed by the Parties effective November 1, 2012, and was recorded at Document No. 2013003346, Official Public Records of Williamson County, Texas, on January 10, 2013 (the "**Memorandum of Agreement**").

WHEREAS, pursuant to the Memorandum of Agreement, the Memorandum of Agreement automatically terminates on the termination of the 183A Development Agreement; and

WHEREAS, the 183A Development Agreement has been terminated by agreement of the Parties, and therefore, the Memorandum of Agreement is terminated by its own terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby fully release the Property from the effect of the Memorandum of Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, this Release has been executed as of the date first set forth above.

AUTHORITY:
LEANDER DEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2014, by _____, as _____ of Leander Development Authority, a non-profit corporation, on behalf of said non-profit corporation.

_____
[Seal] Notary Public, State of Texas

CITY:
CITY OF LEANDER

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2014, by _____, as _____ of the City of Leander, a home-rule municipal corporation, on behalf of said municipal corporation.

_____
[Seal] Notary Public, State of Texas

TIRZ#1:
REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2014, by _____, as _____ of Reinvestment Zone Number One, City of Leander, Texas, on behalf of Reinvestment Zone Number One, City of Leander, Texas.

_____
[Seal] Notary Public, State of Texas

DEVELOPER:
LEANDER 183A DEVELOPMENT II, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2014, by _____, as _____ of Leander 183A Development II, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
[Seal] Notary Public, State of Texas

FIELD NOTE 778
UDO #04-293

EXHIBIT "A"

JEAN BAPTISTE INC.
WILLIAMSON COUNTY, TEXAS
Page 1 of 4

DESCRIPTION

DESCRIBING A TRACT OF LAND CONTAINING 297.47 ACRES, BEING A PART OF THE WILLIAM MANSIL A-437 AND THE HENRY GARMES SURVEY A-269, WILLIAMSON COUNTY, TEXAS, SAID 297.47 ACRE TRACT BEING FURTHER DESCRIBED AS BEING ALL OF THAT 40.17 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JEAN BAPTISTE, LTD. AS RECORDED IN DOCUMENT NO. 9926687 OF THE OFFICIAL PUBLIC RECORDS OF THE SAID COUNTY, AND BEING A PORTION OF THOSE THREE (3) TRACTS OF LAND DESCRIBED IN THE FOLLOWING TWO (2) SPECIAL WARRANTY DEEDS TO THE SAID JEAN BAPTISTE, LTD., RECORDED IN THE SAID OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY; 1) DOCUMENT NUMBER 9926685, TRACT ONE CONTAINING 199.8712 ACRES AND; 2) DOCUMENT NUMBER 9926686, TRACT ONE CONTAINING 77.49 ACRES AND TRACT TWO CONTAINING 77.484 ACRES, SAID 297.47 ACRE TRACT ALSO BEING EFFECTED BY A BOUNDARY LINE AGREEMENT RECORDED IN DOCUMENT NUMBER 2005050819 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with cap set (grid coordinates, N:10,194,960.701, E:3,075,023.108) in the north line of the said 77.49 acre tract, same being a south line of a 4.91 acre tract of land described in a deed to Gary Worth Seaman, et al as recorded in Document Number 9648053 of the Official Public Records of the said County from which an iron rod found at the northwest corner of said 77.49 acre tract bears S69°21'36"W at 546.24 feet passing an iron rod with cap found at the northeast corner of that 8.305 acre tract of land described in a Special Warranty Deed to County of Williamson as recorded in Document Number 2005012314 of said Official Public records, continuing for a total distance of 830.77 feet;

THENCE, with the north line of the said 77.49 acre tract, the following two (2) courses:

1) Same being the south line of the said 4.91 acre tract, N69°21'36"E, 587.31 feet to a calculated point at the southeast corner of the said 4.91 acre tract, same being the southwest corner of that certain 5.27 acre tract described in a deed to The Moore Company as recorded in Document No. 9644304 of the said Official Public Records;
2) Same being the south line of the said 5.27 acre tract, N69°21'51"E, 1474.49 feet to an iron rod found at the northeast corner of the said 77.49 acre tract, said iron rod being in the west line of that certain 2.3872 acre tract described in a deed to Benita Cruces as recorded in Document Number 2003040417 of the said Official Public Records;

THENCE, with the east line of the said 77.49 acre tract, same being the west line of the said Cruces tract, S22°33'24"E, 265.99 feet to a calculated point at the northwest corner of the said 40.17 acre tract;

THENCE, with the north line of the said 40.17 acre tract, the following ten (10) courses:

1) Same being the south line of the said Cruces tract, N88°01'00"E, 317.05 feet to an iron rod found at the southeast corner of the said Cruces tract, same being the southwest corner of that certain 10.73 acre tract of land described in a deed to Ernest M. Jordan as recorded in Volume 623, Page 350 of the said Official Public Records;
2) N87°20'23"E, 255.92 feet to a nail found in tree;
3) N87°25'06"E, 222.59 feet to a nail found in tree;
4) N88°38'50"E, 183.83 feet to a metal fence corner post found at the southeast corner of the said Jordan tract, same being the southwest corner of that certain 10.061 acre tract described in a deed to Teddy Jack Estes as recorded in Volume 2079, Page 729 of the said Official Public Records;
5) N87°41'59"E, 181.09 feet to an iron rod found;
6) N89°52'01"E, 63.68 feet to a nail found in tree;
7) N88°10'32"E, 244.09 feet to a nail found in tree;
8) N85°41'55"E, 93.59 feet to a nail found in tree;
9) S88°05'09"E, 75.43 feet to a nail found in tree;
10) N86°33'20"E, 93.07 feet to a nail found in tree at the northeast corner of the said 40.17 acre tract, same being the southeast corner of the said 10.061 acre tract and in the southwest line of Lot 8, South San Gabriel Ranches, a subdivision recorded in Volume 5, Page 12 of the Plat Records of the said County;

THENCE, with an east line of the said 40.17 acre tract, same being the southwest line of the said Lot 8, S33°14'25"E, 246.90 feet to a nail found at the south corner of the said Lot 8, same being in the west right-of-way line of County Road 270;

THENCE, with the east line of the said 40.17 acre tract and the west line of County Road 270, the following two (2) courses:

1) S17°20'59"W, 514.19 feet to a nail found;
2) S11°07'11"E, 459.93 feet to an iron rod found at the southeast corner of the said 40.17 acre tract, same being a northeast corner of that certain 320.38 acre tract described in a deed to Sam Winters and Roy A. Butler as recorded in Volume 511, Page 54 of the said Official Public Records;

THENCE, with the south line of the said 40.17 acre tract and a north line of the said 320.38 acre tract, N89°47'15"W, 1366.91 feet to an iron rod found at the southwest corner of the said 40.17 acre tract, said iron rod also being in the northeast line of the said 77.484 acre tract and a northwest corner of the said 320.38 acre tract;

THENCE, with the northeast line of the said 77.484 and 199.8712 acre tract same being a southwest line of the said 320.38 acre tract as described in the said boundary line agreement recorded in Document Number 2005050819, S21°03'19"E, 2,658.04 feet to an iron rod found at the southeast corner of the said 199.8712 acre tract, same being an interior corner of the said 320.38 acre tract;

THENCE, with the common line of the said 199.8712 acre tract and the said 320.38 acre tract, the following seven (7) courses:

1) S49°24'27"W, 431.16 feet to an iron rod found;

2) S26°12'36"W, 353.97 feet to an iron rod found;
3) S69°48'07"W, 346.17 feet to a calculated point;
4) S51°43'53"W, 400.61 feet to an iron rod found;
5) S84°57'19"W, 279.09 feet to an iron rod found;
6) S71°26'46"W, 416.89 feet to an iron rod found;
7) N85°38'48"W, 88.64 feet to an iron rod found;

THENCE, with the common line of the said 199.8712 acre tract and the said 320.38 acre tract as described in the said boundary line agreement recorded in Document Number 2005050819, S67°24'49"W, 61.70 feet to an iron rod with cap set;

THENCE, through the interior of said 199.8712 acre tract, the following two (2) courses:
1) N33°00'49"W, 903.85 feet to an iron rod with cap set;
2) S69°05'33"W, 764.94 feet to an iron rod with cap set in the east line of that 11.104 acre tract described in said deed recorded in Document Number 2005012314;

THENCE, continuing through the interior of the said 199.8712 acre tract, and with the east line of that 11.104 acre tract described in said deed recorded in Document Number 20050123 14, along a curve to the right having a radius of 5529.58 feet, an arc length of 278.32 feet, a central angle of 2°53'02", and a chord which bears N30°09'20"W, 278.29 feet to an iron rod found at the northeast corner of said 11.104 acre tract, on a north line of the said 199.8712 acre tract, same being the south line of that certain tract of land described as 34.9 acres to Louie Bryson and wife, Ruby Bryson and recorded in Volume 525, Page 64 of the said Official Public Records;

THENCE, with a common line of the said 199.8712 acre tract and the said 34.9 acre tract, the following two (2) courses:
1) N67°50'41"E, 419.72 feet to an iron rod found;
2) N21°22'21"W, 393.09 feet to an iron rod found at the southeast corner of that certain 17.46 acre tract described in a deed to West Texas Trading Retirement, Ltd. as recorded in Volume 2058, Page 119 of the said Official Public Records;

THENCE, with the common line of the said 199.8712 acre tract and the said 17.46 acre tract, the following two (2) courses:
1) N21°23'02"W, 306.66 feet to an iron rod found;
2) N21°10'03"W, 312.72 feet to an iron rod found at the southeast corner of that certain 5.96 acre tract described in a deed to Gary G. Bonnet as recorded in Volume 2697, Page 599 of the said Official Public Records;

THENCE, with a common line of the said 199.8712 acre tract and the said 5.96 acre tract, N20°56'22"W, 312.98 feet to an iron rod found at the northeast corner of the said 5.96 acre tract;

THENCE, with the common line of the said 199.8712 acre tract and the said 77.484 acre tract, N69°35'16"E, 65.11 feet to an iron rod with cap set;

THENCE, through the interior of the said 77.484 acre tract and said 77.49 acre tract, the following four (4) courses:

1) N13°48'31"W, 715.22 feet to an iron rod with cap set;
2) N84°52'36"E, 303.74 feet to an iron rod with cap set;
3) N04°46'08"W, 951.97 feet to an iron rod with cap set;
4) N20°34'25"W, 435.85 feet to the POINT OF BEGINNING and containing 297.47 acre of land.

AGREEMENT TO TERMINATE FACILITIES AGREEMENT

THIS AGREEMENT TO TERMINATE FACILITIES AGREEMENT (this "**Termination**") is made and executed as of this ____ day of January, 2014, by and among Leander 183A Development II, LLC, a Texas limited liability company (the "**Developer**") and the City of Leander, Texas (the "**City**") (Developer and the City are each a "**Party**" and are collectively the "**Parties**").

RECITALS:

A. The Parties have entered into that certain Facilities Agreement made and entered into by the City and Developer effective November 1, 2012 (the "**183A Facilities Agreement**").

B. Crescent Leander, TX, LLC, a Delaware limited liability company, ("**Crescent**") has contracted to purchase the property described in Exhibit A of the 183A Facilities Agreement.

C. The City approved that certain Crescent Leander Facilities Agreement effective as of December 19, 2013 (the "**Crescent Facilities Agreement**"), provided that Crescent acquires the Property and executes the Crescent Facilities Agreement within sixty days of the date the City Council approved the Crescent Development Agreement.

D. The Parties desire to terminate the 183A Facilities Agreement upon Crescent acquiring the Property and executing the Crescent Facilities Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Termination. The 183A Facilities Agreement is terminated in its entirety, and is of no force or effect, effective as of the date that Crescent acquires the Property and fully executes the Crescent Facilities Agreement (the "**Effective Date**").

2. Counterparts; Facsimile and Email Signatures. This Termination may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and scanned signatures sent by email on this Termination shall be valid and enforceable to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Termination as of the date and year first above written.

DEVELOPER:
LEANDER 183A DEVELOPMENT II, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

CITY:
CITY OF LEANDER

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____