



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



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

Thursday ~ April 3, 2014 at 5:30 PM

<b>Mayor – Christopher Fielder</b>	
<b>Place 1 – Andrea Navarrette</b>	<b>Place 4 – Ron Abruzzese</b>
<b>Place 2 – Kirsten Lynch</b>	<b>Place 5 – Jason Dishongh (Mayor Pro Tem)</b>
<b>Place 3 – Simon Garcia</b>	<b>Place 6 – David Siebold</b>
<b>City Manager – Kent Cagle</b>	

**5:30pm – Lakewood Park Tour**

*Council will leave from Pat Bryson at 5:30 and reconvene at 7:00 pm for Regular City Council Meeting (No action will be taken by City Council during the tour)*

**7:00 pm**

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. Proclamation for “Light It Up Blue” for Autism Awareness  
*Sponsored by Council Member Garcia*

**CONSENT AGENDA: ACTION**

6. Approval of the minutes: March 20, 2014  
March 27, 2014 (Special Meeting)
7. Second Reading of an ordinance of the City of Leander, Texas, annexing 145.26 acres, more or less, and 52.290 acres, more or less, in Williamson County, Texas, being generally located at the Kittie Hill Airport location, north of Hero Way, west of Ronald Reagan Boulevard and south of the San Gabriel River and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.
8. Second Reading of an ordinance on Zoning Case # 13-Z-026: amending Ordinance #05-018, the Composite Zoning Ordinance for several tracts of land located to the west of Bloody Hollow, abutting FM 1431 on the south and Nameless Road on the west., Leander, Travis County, Texas
9. Second Reading of an ordinance on Zoning Case #14-Z-004: amending Ordinance #05-018, the Composite Zoning Ordinance for two parcels of land located at 409 & 503 Horseshoe Drive, Leander Williamson County, Texas

10. Dedication and Acceptance of Subdivision Infrastructure Improvements for Connelly's Crossing, Phase 1A
11. Dedication and Acceptance of Subdivision Infrastructure Improvements for Mason Ranch, Ph. 1 Sec. 1
12. Dedication and Acceptance of Subdivision Infrastructure Improvements for Mason Ranch, Ph. 2 Sec. 1
13. Contract Awards to Lease & Purchase Golf Course Maintenance Equipment

**PUBLIC HEARING: NO ACTION**

14. **Second Public Hearing** on annexation of an area of land being 594 acres, more or less, being generally located along the planned northern extension of Lakeline Blvd. to Old 2243 West and including the abutting streets, roadways, and rights-of-way; being located in Williamson and Travis Counties, Texas and adjacent and contiguous to the city limits.
15. **Second Public Hearing** on annexation of an area of land being 5.52 acres, more or less, being generally located north of CR 264 and east of Ronald Reagan Blvd. and including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits.
16. **Second Public Hearing** on annexation of an area of land being 304.13 acres, more or less, and 52.290 acres, more or less, being generally described as the Ridgmar Landing area north of East Crystal Falls Parkway, south of RR 2243 and west of Ronald Reagan Blvd. and including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits.

**PUBLIC HEARING: ACTION**

17. **Public Hearing** on extension of the term of a franchise for Al Clawson Disposal, Inc. to provide Recycling and Solid Waste collection and disposal services within the City of Leander.  
  
**Action** on an Ordinance Extending the Term of a Franchise Granted to Al Clawson Disposal, Inc. to Provide Recycling And Solid Waste Collection And Disposal Services Within The City Of Leander; Under Ordinance Number 11-007-00
18. **Public Hearing** on Zoning Case #13-027-00: Consider a zoning change for 150.894 acres, more or less, for several tracts of land generally located to the southwest of the intersection of San Gabriel Pkwy. and US 183 from PUD, Planned Unit Development to an amended PUD, Planned Unit Development, Leander, Williamson County, Texas  
*Applicant: Mark Baker on behalf of Sentinel Cotter Leander LLC*  
  
**Action** on Zoning Case #13-027-00: amending Ordinance #05-018, the Composite Zoning Ordinance for several tracts of land generally located to the Southwest of the intersection of San Gabriel Pkwy. and US 183, Leander, Williamson County, Texas
19. **Public Hearing** on Zoning Case #13-Z-028: Consider a zoning change for 197.55 acres, more or less, for several tracts of land located at 2680 CR 268, 17851 Ronald W. Reagan, generally located north of Hero Way, West of Ronald Reagan Blvd. & south of San Gabriel from GC-3-C, General Commercial, Interim SFS-2-B, Single Family Suburban and Interim SFR-1-B, Single Family Rural to PUD, Planned Unit Development, Leander, Williamson County, Texas  
*Applicant: Blake J. Magee on behalf of Palmera Ridge Development, Inc. and MP52, LLC*  
  
**Action** on Zoning Case #13-Z-028: amending Ordinance #05-018, the Composite Zoning Ordinance for several tract of land located at 2680 CR 268, 17851 Ronald W. Reagan, generally located north of Hero Way, West of Ronald Reagan Blvd. & south of San Gabriel, Leander, Williamson County, Texas

20. **Public Hearing** on Zoning Case #14-Z-005: Consider a zoning change for 5.69 acres, more or less, for a tract of land located at 1001 Horizon Park Blvd. from, SFU/MH-2-B, Single Family Urban/Manufactured Home to TF-2-B, Two Family, Leander, Williamson County, Texas  
*Applicant: Michael and Theresa Kopecky on behalf of Willie and Sue A. Kopecky*

**Action** on Zoning Case #14-Z-005: amending Ordinance #05-018, the Composite Zoning Ordinance for a tract of land located at 1001 Horizon Park Blvd., Leander, Williamson County, Texas

21. **Public Hearing** on Zoning Case #13-Z-025: Consider a zoning change for 0.94 acres, more or less, for a tract of land located on the northwest corner of Osage Drive and Highland Trail from SFU-2-B, Single Family Urban to PUD, Planned Unit Development, Leander, Williamson County, Texas  
*Applicant: Sam Kiger, P.E. on behalf of Lookout Development Group LP*

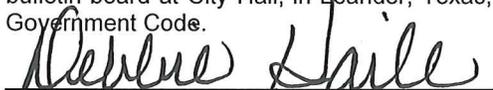
**Action** on Zoning Case #14-Z-005: amending Ordinance #05-018, the Composite Zoning Ordinance for a tract of land located on the northwest corner of Osage Drive and Highland Trail, Leander, Williamson County, Texas

## REGULAR AGENDA

22. Consider action on the letter agreement between the City of Leander and BLG Hawkes, LLC for 93.4 acres, more or less, generally located approximately 3,500 feet to the west of the intersection of North Bagdad Road and Old 2243 West on the north side of Old 2243 West. Encompassing the property known as the Hawkes Landing Subdivision within the city limits of the City of Leander, Texas, Williamson County, Texas
23. Discussion and possible direction to staff regarding a proposal to establish a mobile food trailer on City-Owned property at the corner of South St. and Brushy St.
24. Consider action to approve a reimbursement agreement with Catalina Ranch, LLC for the oversizing of a wastewater line
25. Discussion and possible action to staff regarding a proposal to establish a Public Improvement District (PID) and a TIRZ Development and reimbursement agreement for the Oak Creek Project
26. Consider approval of the third amendment to the Nameless Valley Ranch Development Agreement
27. Council Members Closing Statements
28. 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 28th day of March, 2014 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

  
Debbie Haile TRMC, City Secretary



# PROCLAMATION



**WHEREAS**, Autism is the fastest-growing serious developmental disability in the U.S.; and

**WHEREAS**, there is no medical detection or cure for autism; and

**WHEREAS**, Autism now affects 1 in 68 children and 1 in 42 boys; and

**WHEREAS**, Boys are nearly five times more likely than girls to have Autism; and

**WHEREAS**, Autism costs a family \$60,000.00 a year on average; and

**WHEREAS**, in 2007, the United Nations adopted a Resolution naming April 2<sup>nd</sup> as *World Autism Awareness Day*; and

**WHEREAS**, *World Autism Awareness Day* celebrates the unique talents and skills of persons with Autism and is a day when individuals with Autism are warmly welcomed and embraced in community events around the globe; and

**WHEREAS**, Autism is one of only three health issues to be recognized by the United Nations with its own day; and

**WHEREAS**, "Autism Speaks" is the world's leading Autism science and advocacy organization and is dedicated to funding research into the causes, prevention, treatments and a cure for Autism; and

**WHEREAS**, Autism Speaks,, created *Light It Up Blue* to shine a light on Autism during the month of April; and

**WHEREAS**, buildings all over the United States including the City of Leander changed their lighting to blue on April 2<sup>nd</sup>

**NOW, THEREFORE the Mayor and the City of Leander do hereby proclaim April as**

## Autism Awareness Month

Signed this 3rd day of April, 2014.

Attest:

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Christopher Fielder, Mayor

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Debbie Haile, City Secretary



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



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<b>Mayor – Christopher Fielder</b>	
<b>Place 1 – Andrea Navarrette</b>	<b>Place 4 – Ron Abruzzese</b>
<b>Place 2 – Kirsten Lynch</b>	<b>Place 5 – Jason Dishongh (Mayor Pro Tem)</b>
<b>Place 3 – Simon Garcia</b>	<b>Place 6 – David Siebold</b>
<b>City Manager – Kent Cagle</b>	

**5:30pm – Travisso Development Tour**

*Council will leave from Pat Bryson at 5:30 and reconvene at 7:00 pm for Regular City Council Meeting  
(No action will be taken by City Council during the tour)*

**City Council left Pat Bryson Municipal Hall at 5:30 p.m. to begin the tour.  
City Council returned at 6:40 p.m.**

**7:00 pm**

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

2. Roll Call  
**All present**

**Mayor Fielder recognized Jim Plasik for his birthday and also announced that Clawson Disposal will be delivering the new recycle bins beginning on Monday**

3. Staff Comments:  
**Steve Bosak, Director of Parks & Recreation spoke about the Kite Festival on March 23, 2014**

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

**David Tobey - 20501 Oak Canyon – spoke about the Firewise Program**

**CONSENT AGENDA: ACTION**

5. Approval of the minutes: March 6, 2014
6. An Ordinance amending Section A7.008 of the City Code of Ordinances to adopt fees for collection and disposal of refuse
7. Second Reading of an Ordinance on Zoning Case #14-Z-002: amending Ordinance #05-018, the Composite Zoning Ordinance for three tracts of land located at 9450 RM 2243, Leander, Williamson County, Texas

8. Consider a Special Use Permit for the *American Cancer Society Relay for Life*

**Motion made by Council Member Siebold to approve. Second by Mayor Pro Tem Dishongh. Motion passes, all voting “aye”**

**PUBLIC HEARING: ACTION**

9. **Public Hearing** on Zoning Case # 13-Z-026: Consider a zoning change for 2,118.6 acres, more or less for several parcels of land generally located to the west of Bloody Hollow, abutting FM 1431 on the south and Nameless Road on the west from SFR-2-A, Single Family Rural, SFR-2-B, Single Family Rural, SFR-3-B, Single Family Rural, SFE-2-A, Single Family Estate, SFS-2-A, Single Family Suburban, SFS-2-B, Single Family Suburban, SFU-2A, Single Family Urban, SFC-2-A, Single Family Compact, MF-2-B, Multi Family, GC-3-A, General Commercial and GC-3-B, General Commercial to PUD, Planned Unit Development, Leander, Travis County, Texas

*Applicant: Nancy Stroder (Taylor Morrison) on behalf of Trivisso, LTD (Taylor Morrison Homes of Texas)*

**Tom Yantis, Director of Development Services explained**

**Heath Melton and Nancy Stroder with Taylor Morrison gave a presentation**

**David Tobey - 20501 Oak Canyon – spoke against the zoning**

**Judy Tobey - 20501 Oak Canyon – spoke against the zoning**

**Will Powell – 6009 Spindletop Terrace, Round Rock – owner of property at 13012 Angel Springs Drive – concerned about the zoning request**

**Action** on Zoning Case # 13-Z-026: amending Ordinance #05-018, the Composite Zoning Ordinance for several tracts of land located to the west of Bloody Hollow, abutting FM 1431 on the south and Nameless Road on the west., Leander, Travis County, Texas

**Motion made by Council Member Navarrette to approve with the Planning & Zoning Commission recommendations without the sidewalk recommendation. Second by Council Member Garcia. Motion passes, all voting “aye”**

10. **Public Hearing** on Zoning Case #14-Z-003: Consider a zoning change for 0.40 acres, more or less, for a parcel of land located at 1101 CR 177 from interim zoning SFR-1-B, Single Family Rural, to HC-4-D, Heavy Commercial, formerly known as LI-4-D, Light Industrial, Leander, Williamson County, Texas

*Applicant: Richard E. & Sharon Kaydean Bott*

**Tom Yantis, Director of Development Services explained**

**Richard Bott, applicant explained the request**

**Grady Bruce, 808 CR 177 – spoke against**

**Action** on Zoning Case #14-Z-003: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel of land located at 1101 CR 177, Leander, Williamson County, Texas

**Motion made by Council Member Siebold to deny as per the Planning & Zoning Commission recommendation and to waive fees for administrative costs for a resubmitted request. Second by Council Member Navarrette. Motion passes, all voting “aye”**

11. **Public Hearing** on Zoning Case #14-Z-004: Consider a zoning change for 3.37 acres, more or less, for two parcels of land located at 409 & 503 Horseshoe Drive from TF-2-B, Two-Family to MF-2-B, Multi-Family, Leander, Williamson County, Texas  
*Applicant: Gary Eli Jones on behalf of Ricky Shipman*  
**Tom Yantis, Director of Development Services explained**

**Action** on Zoning Case #14-Z-004: amending Ordinance #05-018, the Composite Zoning Ordinance for two parcels of land located at 409 & 503 Horseshoe Drive, Leander Williamson County, Texas

**Motion made by Council Member Siebold to approve with the Planning & Zoning recommendations. Second by Council Member Abruzzese. Motion passes, 6 to 1 with Council Member Lynch voting against**

## REGULAR AGENDA

12. Consider an Ordinance Establishing a Train Horn Quiet Zone for the Railroad Crossing at Hero Way Adjacent to US Hwy. 183  
**Wayne Watts, City Engineer explained**

**Motion made by Council Member Siebold to approve. Second by Mayor Pro Tem Dishongh. Motion passes, all voting “aye”**

13. Consider Task Order KFA-23 with K. Friese & Associates, Inc. for professional services for Ridgmar Landing Water Line Improvements  
**Wayne Watts, City Engineer explained**

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

14. Consider a Resolution Agreement to provide matching funds as required by the Criminal Justice Division (CJD) of the Governor’s Office grant for the creation of a Victim Services Coordinator position.  
**Greg Minton, Chief of Police explained**

**Motion made by Council Member Lynch to approve. Second by Council Member Garcia. Motion passes, all voting “aye”**

15. Consider an Amendment to the Drought Contingency Plan (DCP), Ordinance 11-027-00  
**Pat Womack, Director of Public Works explained**

**Motion made by Mayor Pro Tem Dishongh to approve. Second by Council Member Siebold. Motion passes, all voting “aye”**

16. Consider action to approve an Ordinance renaming a portion of CR 290 to High Lonesome  
**Tom Yantis, Director of Development Services explained**

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

17. Council Members Closing Statements

**Mayor Fielder asked Tom Yantis to schedule a date for the Smart Code work session with the consultants**

**Council Members gave their closing statements**

18. Adjournment

**With there being no further business, the meeting adjourned at 8:39 p.m.**

Attest:

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Christopher Fielder, Mayor

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Debbie Haile, TRMC, City Secretary



**MINUTES  
SPECIAL CALLED CITY COUNCIL  
CITY OF LEANDER, TEXAS**

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



Thursday ~ March 27, 2014 at 6:00 PM

**Mayor – Christopher Fielder**

**Place 1 – Andrea Navarrette**

**Place 4 – Ron Abruzzese**

**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

**Mayor Fielder opened the meeting at 6:00 p.m.**

2. Roll Call

**All present**

**PUBLIC HEARING: NO ACTION**

3. First public hearing on annexation of an area of land being 594 acres, more or less, being generally located along the planned northern extension of Lakeline Blvd. to Old 2243 West and including the abutting streets, roadways, and rights-of-way; being located in Williamson and Travis Counties, Texas and adjacent and contiguous to the city limits.

**Tom Yantis, Director of Development Services explained**

**Linda Hall, 2501 Old Quarry Rd – spoke against**

4. First public hearing on annexation of an area of land being 5.52 acres, more or less, being generally located north of CR 264 and east of Ronald Reagan Blvd. and including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits.

**Tom Yantis, Director of Development Services explained**

**No speakers**

5. First public hearing on annexation of an area of land being 304.13 acres, more or less, and 52.290 acres, more or less, being generally described as the Ridgmar Landing area north of East Crystal Falls Parkway, south of RR 2243 and west of Ronald Reagan Blvd. and including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits.

**Tom Yantis, Director of Development Services explained**

**John Sommerfeld 101 Windemere – spoke against**

**Paul Cooke, 302 Ridgmar – spoke against**

**Karen Burns, 29 Fair Oaks St – spoke against**

**Chris Hodde, 200 Ridgmar Rd – spoke against**

**Becky Wise, 501 Ridgmar Rd – spoke against**

**Kyle Rigger, 507 Ridgmar Rd – spoke against**

**David Latimer, 603 Ridgmar Rd – spoke against**

**Step, 604 Ridgmar Rd. – spoke against**

**Robert R. Payne, 104 Ridgmar Rd – spoke against**

**Kelley Martin, 15 Windemere W – spoke against**

**Chris Gagne, 6 Warfield – spoke against**

**Kevin Shuff, 41 Fair Oaks St – spoke against  
Lindy Sebesta, 6 Fair Oaks St. – spoke against  
Dale Raveney, 7 Windemere E – spoke against  
Lisa Fletcher, 123 Windemere – spoke against  
Kevin Dalby, 3 Warfield – spoke against**

**REGULAR AGENDA**

6. First Reading of An ordinance of the City of Leander, Texas, annexing 145.26 acres, more or less, and 52.290 acres, more or less, in Williamson County, Texas, being generally located at the Kittie Hill Airport location, north of Hero Way, west of Ronald Reagan Boulevard and south of the San Gabriel River and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

**Tom Yantis, Director of Development Services explained**

**Motion made by Mayor Pro Tem Dishongh to approve. Second by Council Member Garcia.  
Motion passes, all voting “aye”**

7. Adjournment

**With there being no further business, the meeting adjourned at 6:38 p.m.**

Attest:

\_\_\_\_\_  
Christopher Fielder, Mayor

\_\_\_\_\_  
Debbie Haile, TRMC – City Secretary



**Executive Summary**

**April 3, 2014**

**Council Agenda Subject:** An ordinance of the City of Leander, Texas, annexing 145.26 acres, more or less, and 52.290 acres, more or less, in Williamson County, Texas, being generally located at the Kittie Hill Airport location, north of Hero Way, west of Ronald Reagan Boulevard and south of the San Gabriel River and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

**Background:** The Resolution setting the two public hearings for February 20, 2014 and March 6, 2014 was approved by City Council on January 16, 2014. The first reading of the ordinance was conducted on March 27, 2014 and the second and final reading is scheduled for April 3, 2014. This is a voluntary annexation in accordance with the development agreement for the development of the former Kittie Hill Airport property to be known as Palmera Ridge.

**Origination:** Applicant

**Recommendation:** Staff recommends that Council conduct the second and final reading of the annexation ordinance.

**Attachments:** Ordinance with exhibits

**Prepared by:** Tom Yantis, Director of Development Services

**RESOLUTION NO. 14-003-00**

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITIONS FOR ANNEXATION OF TWO PARCELS OF LAND BEING 145.26 ACRES, MORE OR LESS, AND 52.290 ACRES, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

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

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

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

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

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

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

**Section 2. Proceedings.** The petitions for annexation of the following properties, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit "B", submitted by Petitioner, are hereby accepted:

- (1) All that certain tract or parcel of land being 145.26 acres, more or less, located in Williamson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and incorporated herein for all purposes.
- (2) All that certain tract or parcel of land being 52.290 acres, more or less, located in Williamson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of February 20, 2014 and March 6, 2014. Notice of such

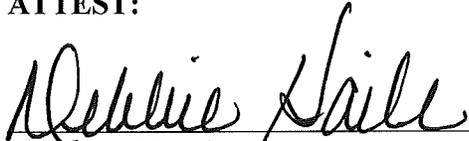
hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

**Section 3. Severability.** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

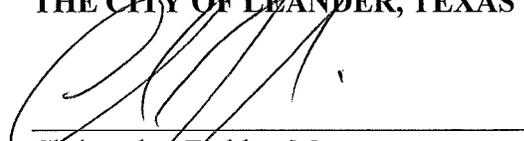
**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't.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

**PASSED AND APPROVED** this the 16th day of January, 2014.

ATTEST:

  
Debbie Haile, City Secretary

**THE CITY OF LEANDER, TEXAS**

  
Christopher Fielder, Mayor



**Exhibit“A”**

**PROPERTY  
DESCRIPTIONS**

**Exhibit "B"**

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

**WHEREAS**, the City of Leander, Texas (the "City") intends to institute annexation proceedings for the tract(s) and parcel(s) of land described more fully hereinafter (the "subject property");

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

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

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

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

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

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

A. Police protection as follows: Routine patrols of accessible areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows: Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.

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

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows: On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the subject property, and, until the zoning of the subject property is established by ordinance after annexation, the ETJ Property, as such term is defined in the Development Agreement, shall be temporarily zoned "SFR-1-B"; provided that the ETJ Property shall be entitled to be developed with the land uses as more specifically provided in the Development Agreement. It is the City's intent to zone the subject property at the Owner's request in a manner that is not inconsistent with such uses, as provided in the Development Agreement. The Planning & Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

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

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

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

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

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

(ii) The City intends to provide water services to the subject property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The Owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as

required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements required by the Development Agreement, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the subject property, the terms and provisions of the Development Agreement shall govern and control.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The Owner agrees that no improvements are required by the City on such roadways to service the subject property; provided that improvements may be required by the Owner under the City Rules, as such term is defined in the Development Agreement.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated by the City after the effective date of the annexation: None. Upon development of the subject property, save and except as provided in the Development Agreement, the Owner will be responsible for the development costs the same as a developer in a similarly situated area. Capital Improvements shall be designed, constructed and installed by the Owner as provided in the Development Agreement.

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

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING TWO PARCELS OF LAND BEING 145.26, MORE OR LESS, ACRES AND 52.290, MORE OR LESS, ACRES LOCATED IN WILLIAMSON COUNTY, TEXAS, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Leander, Texas, is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owner(s) of the properties, as hereinafter described, made written request for the City to annex such properties in compliance with the *Tex. Loc. Gov't. Code*;

**WHEREAS**, the properties are adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owner's request that the City annex said properties;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with §43.063 of the *Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the properties to be annexed according to the Service Plan attached hereto as Exhibit "B".

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** All portions of the following described properties, including the abutting roadways and rights-of-way (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

- (1) All that certain tract or parcel of land being 145.26 acres, more or less, located in Williamson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

- (2) All that certain tract or parcel of land being 52.290 acres, more or less, located in Williamson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and incorporated herein for all purposes

**SECTION 3.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

**SECTION 6.** That the Annexed Property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 7.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 8.** That 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*.

**SECTION 9.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

**PASSED AND APPROVED** on First Reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

**FINALLY PASSED AND APPROVED** on this \_\_\_\_ day of \_\_\_\_\_, 2014.

**ATTEST:**

**CITY OF LEANDER, TEXAS**

\_\_\_\_\_  
Debbie Haile, City Secretary

\_\_\_\_\_  
Christopher Fielder, Mayor

**Exhibit "A"**

Property Descriptions



## Landesign Services, Inc.

555 Round Rock West Drive  
Bldg. D, Suite 170  
Round Rock, Texas 78681  
512-238-7901 office  
512-238-7902 fax

EXHIBIT " "

### METES AND BOUNDS DESCRIPTION

BEING A 145.26 ACRES OF LAND SITUATED IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS, BEING COMPRISED OF ALL OF THE CALLED 92.621 ACRE TRACT DESCRIBED IN DEED TO DENSFORD AVIATION SERVICES, INC. RECORDED IN DOCUMENT NUMBER 2009070195 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND ALL OF THE CALLED 52.640 ACRE TRACT PER METES AND BOUNDS DESCRIPTION PREPARED BY SHANE SHAFER R.P.L.S. NO. 5281 DATED APRIL 29, 2009; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a found 1/2" iron rod on the south line of said 52.640 acre tract, same being the northwest corner of Tract 2 of the Kittie Hill Acres a subdivision of record in Document Number 8419185 of the O.P.R.W.C.T. and recorded in Cabinet F, Slide 45 of the Plat Records of Williamson County Texas (P.R.W.C.T.) and being the northeast corner of a called 13.320 acre tract conveyed to Jack Scott Bradley, Amy L. Bradley, and Brian Gregory Holmes as recorded in Document Number 2000068029 of the O.P.R.W.C.T.;

THENCE South 68°56'56" West with the south line of said 52.640 acre tract, the north line of said 13.320 acre Bradley tract, the north line of a called 13.320 acre tract conveyed to Brian Olson and Charity M. Olson, husband and wife, and Gregory Olson and Hattie E. Olson, husband and wife, as recorded in Document Number 2001071867 of the O.P.R.W.C.T. and the north line of a called 13.371 acre tract conveyed to Charles Hoskins and Patricia Hoskins, husband and wife as recorded in Document Number 2002036263 of the O.P.R.W.C.T., passing at a distance of 445.22 feet the northwest corner of said 13.320 acre Bradley tract and the northeast corner of said 13.320 acre Olson Tract an continuing a total distance of 1332.94 feet to a found 1/2" iron rod for the southwest corner of said 52.640 acre tract, the northwest corner of said 13.371 acre tract, and being on the east line on a called 5.412 acre tract conveyed to Larry G. Miller and wife, Leslie M. Miller as recorded in Volume 2041, Page 124 of the Deed Records of Williamson County, Texas (D.R.W.C.T.);

THENCE North 21°52'40" West with the west line of said 52.640 acre tract and the east line of said 5.412 acre tract a distance of 196.23 feet to a found 1/2" iron rod for the northeast corner of said 5.412 acre tract, and the southeast corner of a called 19.99 acre

tract conveyed to Mila J. Milliorn recorded in Document Number 2006050300 of the O.P.R.W.C.T.;

THENCE with the west line of said 52.640 acre tract and the east line of said 19.99 acre tract, the following five (5) courses;

- (1) North 19°41'08" West a distance of 62.72 feet to a found 1/2" iron rod;
- (2) North 43°25'16" East a distance of 17.20 feet to a found 1/2" iron rod;
- (3) North 22°58'31" West a distance of 160.69 feet to a 60D nail found in the west side of a 12" Live Oak tree;
- (4) North 19°52'01" West a distance of 443.14 feet to a 40D nail found;
- (5) North 20°50'38" West a distance of 370.34 feet to a found 1/2" iron rod for the northeast corner of said 19.99 acre tract, and the southeast corner of a called 1.00 acre tract conveyed to Barbara E. Bratton described in Exhibit "B" document recorded in Volume 2722, Page 551 of the D.R.W.C.T.;

THENCE North 20°51'23" West with the west line of said 52.640 acre tract and the east line of said Exhibit "B" tract a distance of 208.65 feet to a found 1/2" iron rod for the northeast corner of said Exhibit "B" tract, and being at an angle point in of a 12.40 acre tract conveyed to Barbara E. Bratton described in Exhibit "A" document recorded in Volume 2722, Page 551 of the D.R.W.C.T.;

THENCE with the west line of said 52.640 acre tract and the east line of said Exhibit "A" tract, the following two (2) courses:

- (1) North 20°36'15" West a distance of 361.45 feet to a 40D nail;
- (2) North 22°06'13" West a distance of 313.49 feet to a 40D nail found for the northwest corner of said 92.621 acre tract;

THENCE with the west line of said 92.621 acre tract and the east line of said Exhibit "A" tract, the following two (2) courses:

1. North 16°45'36" West a distance of 74.85 feet to a 40D nail found in the north side of a 14" Live Oak tree;
2. North 22°32'12" West a distance of 105.96 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING" for the northwest corner of said 92.621 acre tract, the northeast corner of said 12.40 acre tract, and in the south line of the called 226 acre tract conveyed to Lawrence Virgil Toungate and wife, Louise M. Toungate as described in Volume 922, Page 878 of the D.R.W.C.T);

THENCE with the north line of said 92.621 acre tract and said south line of said 226 acre tract, the following two (2) courses:

- (1) North 69°16'48" East a distance of 509.14 feet to a 40D nail found;
- (2) North 68°42'17" East a distance of 1439.28 feet to a found 4" square concrete monument for the southwest corner of a called 100.16 acre tract conveyed to Huie H. Lamb, Jr., as described in Volume 2323, Page 739 of the O.P.R.W.C.T., and the southeast corner of said 226 acre tract;

THENCE with the north line of said 92.621 acre tract and the south line of said 100.16 acre tract, the following two (2) courses:

- (1) THENCE North 69°03'28" East a distance of 946.84 feet to a nail found in the south side of a 12" Cedar tree;
- (2) THENCE North 74°03'27" East a distance of 84.55 feet to a found 4" square concrete monument for the southeast corner of said 100.16 acre tract, and same the southwest corner of a called 9.53 acre tract of land conveyed to Parmer 274 Investments, LLC as described in Document Number 2012041079 of the O.P.R.W.C.T.;

THENCE with the north line of said 92.621 acre tract and said south line of said 9.53 acre tract, the following eleven (11) courses:

- (1) South 86°58'08" East a distance of 77.96 feet to a found 1/2" iron rod;
- (2) North 62°48'33" East a distance of 45.79 feet to a 40D nail found in root of 12" Cedar tree;
- (3) North 72°05'13" East a distance of 17.47 feet to a 40D nail found in 10" Cedar tree;
- (4) North 80°39'55" East a distance of 23.31 feet to a 60D nail found in base of fence post;
- (5) North 81°41'28" East a distance of 168.82 feet to a 60D nail found in 12" Cedar tree;
- (6) North 60°56'49" East a distance of 39.32 feet to a 40D nail found;
- (7) North 57°46'48" East a distance of 64.79 feet to a 60D nail found in 12" Cedar tree;
- (8) North 65°38'37" East a distance of 30.84 feet to a 60D nail found in 30" Live Oak tree;
- (9) North 68°16'06" East a distance of 158.61 feet to a 40D nail found;
- (10) North 68°25'55" East a distance of 127.34 feet to a 60D nail found in 10" Cedar tree;
- (11) North 72°46'46" East a distance of 108.25 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING" for the northeast corner of said 92.621 acre tract, and in the existing west right-of-way line of Ronald Reagan Boulevard (right-of-way width varies);

THENCE with the existing west right-of-way line of Ronald Reagan Boulevard, and the east line of said 92.621 acre tract, the following five (5) courses and distances:

- (1) South 27°36'23" East a distance of 96.46 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";
- (2) South 15°07'44" East a distance of 55.83 feet to a set 1/2" iron rod with cap marked "LANDESIGN";
- (3) South 01°20'00" East a distance of 356.82 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";
- (4) South 10°10'14" East a distance of 100.76 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";
- (5) South 23°56'30" East a distance of 432.73 feet to a found 1/2" iron rod for the southeast corner of said 92.621 acre tract, and being on the north line of a called 57.07 acre tract conveyed to MP52 as recorded in Document Number 2012055771 of the O.P.R.W.C.T.;

THENCE with the south line of said 92.621 acre tract and the north line of said 57.07 acre tract, the following twelve (12) course and distances:

- (1) South 81°39'46" West a distance for of 531.74 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";
- (2) South 81°17'07" West a distance of 639.06 feet to a metal fence corner post;
- (3) South 09°38'31" East a distance of 164.03 feet to a found 1/2" iron rod;
- (4) South 80°18'44" West a distance of 586.19 feet to a found 1/2" iron rod;
- (5) South 09°17'01" East a distance of 36.68 feet to a found 1/2" iron rod;
- (6) South 68°47'48" West a distance of 142.01 feet to a found 1/2" iron rod;
- (7) South 00°28'08" East a distance of 272.60 feet to a found 1/2" iron rod;
- (8) South 59°00'22" East a distance of 567.45 feet to a metal fence post;
- (9) South 31°41'25" West a distance of 74.76 feet to a found 1/2" iron rod;
- (10) South 56°38'19" East a distance of 741.46 feet to a found 1/2" iron rod;
- (11) South 33°16'35" West a distance of 34.80 feet to a found 1/2" iron rod;
- (12) South 52°04'56" East a distance of 39.91 feet to a found 1/2" iron rod for the southwest corner of said 57.07 acre tract, and being on a the north line of Tract 7, Kittie Hill Acres;

THENCE with the south line of said 92.621 acre tract and the remainder of said Tract 7, the following two (2) courses:

- (1) South 51°39'00" East for a distance of 81.12 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";
- (2) South 17°00'35" West for a distance of 171.42 feet to a found 1/2" iron rod in the south line of said 92.621 acre tract, and in the existing north right-of-way line of Airport Drive (50' Right-of-Way);

THENCE North 71°58'26" West with the south line of said 92.621 acre tract and the north right-of-way line of Airport Drive, a distance of 328.07 feet to a 1/2" iron rod found for angle point in the south line of said 92.621 acre tract, and being the southeast corner of said 52.640 acre tract;

THENCE South 69°17'46" West with the south line of said 52.640 acre tract, the north line of said Kittie Hill Acres, passing an iron found for the northeast corner of said Tract 1, Kittie Hill Acres at a distance of 78.16 feet and continuing a total distance of 120.34 feet to a 1/2" iron rod found for an angle point in the south line of said 52.640 acre tract, and being in the north line of said Tract 1, said Kittie Hill Acres;

THENCE South 69°22'09" West with the south line of said 52.640 acre tract, the north line of said Tract 1, and the north line of said Tract 2 a distance of 681.39 feet to the POINT OF BEGINNING;

This parcel contains 145.26 acres of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125 in Bell County, Texas.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 Datum.

I certify that the survey was performed on the ground under my supervision.

 28 SEPT 12  
Joseph Beavers Date  
Registered Professional Land Surveyor  
State of Texas No. 4938





Landesign Services, Inc.  
555 Round Rock West Drive  
Bldg. D, Suite 170  
Round Rock, Texas 78681  
512-238-7901 office  
512-238-7902 fax

EXHIBIT " "

#### METES AND BOUNDS DESCRIPTION

BEING 52.290 ACRES OF LAND SITUATED IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS, BEING COMPRISED OF ALL OF THE REMAINDER OF A CALLED 57.07 ACRE TRACT DESCRIBED IN DEED TO MP52, LLC. RECORDED IN DOCUMENT NUMBER 2012022771 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod found at the northeast corner of the remainder of the said 57.07 acre tract, the southeast corner of a called 92.621 acre tract to Densford Aviation services, Inc. described in Deed of Trust recorded in Document No. 2009070195 of the O.P.R.W.C.T., the northwest corner of a called 4.781 acre tract described in deed to Williamson County for right-of-way of Ronald Reagan Boulevard recorded in Document No. 2005069273 of the O.P.R.W.C.T., and the southwest corner of a called 3.249 acre tract described in deed to Williamson County for right-of-way of Ronald Reagan Boulevard in Document No. 2005019365 of the O.P.R.W.C.T., from which a 1/2" iron rod with "Diamond Surveying" cap found at an angle point in the east line of said 92.621 acres and west line of said 3.249 acres bears North 23°56'30" West a distance of 432.73 feet (record - North 23°56'07" West, 432.86 feet).

THENCE with the east line of the remainder of said 57.07 acres and the west right-of-way line of Ronald Reagan Boulevard the following three (3) courses:

1. South 23°56'30" East 180.18 feet (record – South 23°56'07" East, 180.18 feet) to a 1/2" rebar with plastic cap stamped "Landesign" set;
2. South 14°44'51" East 461.77 feet (record – South 14°43'59" East, 461.78 feet) to a 1/2" rebar with plastic cap stamped "Landesign" set;
3. South 24°16'14" East 603.74 feet (record – South 24°16'14" East, 603.74 feet) to a 1/2" rebar with plastic cap stamped "Landesign" set at the southeast corner of the remainder of the 57.07 acres, the southwest corner of the 4.781 acre tract, the northwest corner of a called 1.650 acre tract described in deed to Williamson County for right-of-way of Ronald Reagan Boulevard in said Document No. 2005069273 of the O.P.R.W.C.T., and in the north line of the remainder of Tract 11 of Kittie Hill Acres, a subdivision recorded in Cabinet F, Slide 45 of the Plat Records

of Williamson County, Texas, from which a 1/2" iron rod with "Diamond Surveying" cap found in the east line of the remainder of said Tract 11 and the west line of said 1.650 acre right-of-way tract bears South 16°24'47" East a distance of 202.58 feet ;

THENCE South 69°19'28" West with the south line of the 57.07 acres and the north line of Kittie Hill Acres, passing the end of the south right-of-way line of Airport Drive (50' right-of-way width, Kittie Hill Acres) and the northwest corner of Tract 8 of Kittie Hill Acres at a distance of 627.62 feet from which a 1/2" iron rod found bears South 28°28'21" East a distance of 0.53 feet, passing the end of the north right-of-way line of Airport Drive and the northeast corner of Tract 7 of Kittie Hill Acres at a distance of 691.62 feet from which a spindle found bears North 60°25'02" West a distance of 0.39 feet, and continuing for a total distance of 1274.49 feet to a 1/2" iron rod found for the southwest corner of the 57.07 acres, the northwest corner of the remainder of Tract 7 of Kittie Hill Acres and in the east line of said 92.621 acres, from which a 1/2" iron rod with "Diamond Surveying" cap found in the west line of the remainder of Tract 7 and the east line of said 92.621 acres bears South 51°39'00" East a distance of 81.12 feet (record - South 51°40'29" East 81.00 feet);

THENCE with the west and north lines the 57.07 acres and the east line of the 92.621 acres, the following twelve (12) courses;

1. North 52°04'56" West 39.91 feet (record – North 51°59'17" West, 39.98 feet) to a 1/2" rebar found;
2. North 33°16'35" East 34.80 feet (record – North 33°16'09" East, 34.77 feet) to a 1/2" rebar found;
3. North 56°38'19" West 741.46 feet (record – North 56°38'06" West, 741.54 feet) to a 1/2" rebar found;
4. North 31°41'25" East 74.76 feet (record – North 31°40'51" East, 74.76 feet) to a metal fence post;
5. North 59°00'22" West 567.45 feet (record – North 59°01'16" West, 567.44 feet) to a 60d nail found;
6. North 00°28'08" West 272.60 feet (record – North 00°28'40" West, 272.98 feet) to a 1/2" rebar found;
7. North 68°47'48" East 142.01 feet (record – North 68°53'43" East, 142.07 feet) to a 1/2" rebar found;
8. North 09°17'01" West 36.68 feet (record – North 09°32'30" West, 36.64 feet) to a 1/2" rebar found;
9. North 80°18'44" East 586.19 feet (record – North 80°17'38" East, 586.36 feet) to a 1/2" rebar found;

10. North 09°38'31" West 164.03 feet (record – North 09°37'55" West, 164.03 feet) to a metal fence post;

11. North 81°17'07" East 639.06 feet (record – North 81°17'43" East, 639.14 feet) to a 1/2" iron rod with "Diamond Surveying" cap found;

12. North 81°39'46" East 531.74 feet (record – North 81°40'13" East, 531.66 feet) to the POINT OF BEGINNING;

This parcel contains 52.290 acres of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125 in Williamson County, Texas.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 Datum.

I certify that the survey was performed on the ground under my supervision.

David R. Hartman                      8/22/2013  
Date  
David R. Hartman  
Registered Professional Land Surveyor  
State of Texas No. 5264



## **Exhibit “B”**

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

**WHEREAS**, the City of Leander, Texas (the “City”) intends to institute annexation proceedings for the tract(s) and parcel(s) of land described more fully hereinafter (the “subject property”);

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

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

**WHEREAS**, infrastructure shall be provided for the subject property pursuant to the terms and conditions of the “Development and Annexation Agreement (Kittie Hill Property)” (the “Development Agreement”); provided that, except for municipal service provided for in the Development Agreement, municipal services shall be provided on the same terms and conditions as such services are provided to other similarly situated properties currently within the City; and

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

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

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

A. Police protection as follows: Routine patrols of accessible areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows: Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.

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

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows: On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the subject property, and, until the zoning of the subject property is established by ordinance after annexation, the ETJ Property, as such term is defined in the Development Agreement, shall be temporarily zoned "SFR-1-B"; provided that the ETJ Property shall be entitled to be developed with the land uses as more specifically provided in the Development Agreement. It is the City's intent to zone the subject property at the Owner's request in a manner that is not inconsistent with such uses, as provided in the Development Agreement. The Planning & Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

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

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

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

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

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

(ii) The City intends to provide water services to the subject property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The Owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements required by the Development Agreement, water service will be provided by the City utility department on the same terms, conditions and requirements as are

applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the subject property, the terms and provisions of the Development Agreement shall govern and control.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The Owner agrees that no improvements are required by the City on such roadways to service the subject property; provided that improvements may be required by the Owner under the City Rules, as such term is defined in the Development Agreement.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated by the City after the effective date of the annexation: None. Upon development of the subject property, save and except as provided in the Development Agreement, the Owner will be responsible for the development costs the same as a developer in a similarly situated area. Capital Improvements shall be designed, constructed and installed by the Owner as provided in the Development Agreement.

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

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



**Executive Summary**

**April 03, 2014**

- 
- Agenda Subject:** Zoning Case 13-Z-026: Consider action on the rezoning of several parcels of land generally located to the west of Bloody Hollow, abutting FM 1431 on the south and Nameless Road on the west; 2,118.6 acres more or less: Parcels: 186323, 352969, 353024, 353246, 353247, 353650, 382583, 459376, 459380-459395, 459399-459401, 467140-467160, 467162-467187, 467192-467197, 467200-467213, 467215-467217 467219-467228, 467230-467233, 467236-467238, 513803, 513809, 796296, 796297, 796302, 819093, 825510, 827467, 827468. Currently, the property is zoned SFR-2-A (Single-Family Rural), SFR-2-B (Single-Family Rural), SFR-3-B (Single-Family Rural), SFE-2-A (Single-Family Estate), SFS-2-A (Single-Family Suburban), SFS-2-B (Single-Family Suburban), SFU-2-A (Single-Family Urban), SFC-2-A (Single-Family Compact), MF-2-B (Multi-Family), GC-3-A (General Commercial), and GC-3-B (General Commercial). The property is proposed to be zoned PUD (Planned Unit Development); Leander, Travis County, Texas.
- Background:** This request is the final step in the rezoning process.
- Origination:** Applicant: Nancy Stroder (Taylor Morrison) on behalf of Travisso, LTD (Taylor Morrison Homes of Texas, Inc).
- Financial Consideration:** None
- Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval at the March 13, 2014 meeting with the following conditions:
1. The sidewalk along FM 1431 shall be constructed if FM 1431 is improved to accommodate sidewalks during the term of the development agreement.
  2. The applicant will hold a meeting with the neighboring property owners to discuss issues raised during the P&Z hearing prior to final Council action.
  3. The zoning district permitted in the COM district shall be GC-3-A instead of GC-3-B.

4. The architectural standard in the MU district shall require 100% masonry on the walls of structures visible from a greenbelt.
5. Fencing will be limited to wrought iron (or tubular metal) when constructed along greenbelts.

The City Council unanimously approved the request with the Planning & Zoning Commission recommendation at the March 20, 2014 meeting.

**Attachments:**

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

**Prepared By:**

Tom Yantis, AICP  
Development Services Director

03/25/2014



## PLANNING ANALYSIS

### ZONING CASE 13-Z-026 TRAVISSO PUD

#### GENERAL INFORMATION

**Owner:** Travisso, LTD (Taylor Morrison Homes of Texas, Inc)

**Current Zoning:** SFR-2-A (Single-Family Rural)  
SFR-2-B (Single-Family Rural)  
SFR-3-B (Single-Family Rural)  
SFE-2-A (Single-Family Estate)  
SFS-2-A (Single-Family Suburban)  
SFS-2-B (Single-Family Suburban)  
SFU-2-A (Single-Family Urban)  
SFC-2-A (Single-Family Compact)  
MF-2-B (Multi-Family)  
GC-3-A (General Commercial)  
GC-3-B (General Commercial).

**Proposed Zoning:** PUD (Planned Unit Development)

**Size and Location:** The property is generally located to the west of Bloody Hollow, abutting FM 1431 on the south and Nameless Road on the west and is approximately 2,118.6 acres in size.

**Staff Contact:** Robin M. Griffin, AICP  
Senior Planner

#### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU-2-B OCL	Established Single-Family Homes, Grand Mesa Neighborhood Established Single-Family Homes & Undeveloped Properties
EAST	SFR-2-B	Established Single-Family Homes, Grand Mesa Neighborhood
SOUTH	OCL	Established Single-Family Homes & Undeveloped Properties
WEST	OCL	Established Single-Family Homes & Undeveloped Properties

## COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

### USE COMPONENTS:

#### **PUD – PLANNED UNIT DEVELOPMENT:**

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for the design of a development which permits a mixed-residential community. This integrated project will include a blend of single-family, multiple family housing types and commercial development. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

## COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.
- Establish high standards for development.

## ANALYSIS:

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for the development of a mixed residential community that includes multi-family and commercial development located along major roadways. The proposal includes residential lot widths ranging from as narrow as forty (40') feet to over one hundred twenty (120') feet wide. The applicant has incorporated the mixture of residential districts in a well integrated neighborhood plan providing a variety of lot sizes within the same neighborhood.

The original zoning case for this property was heard by the Planning & Zoning Commission on April 26, 2012, the City Council on May 3, 2012 and approved on May 17, 2012. A revision to this portion of the project was heard by the Planning & Zoning Commission on September 13, 2012, the City Council on September 20, 2012, and approved on October 4, 2012.

### **PROPOSED USE COMPONENTS**

The PUD proposal includes three zoning districts: MU (Mixed Use), COM (Commercial), and RES (Residential).

The table below identifies which district each use component is permitted and the permitted percentages.

Use	RES District	MU District	COM District	Allowed with Limitations (See Section III.D)	Allowed Percent
Single Family Compact (SFC)	X				20% max
Single Family Urban (SFU)	X				N/A
Single Family Suburban (SFS)	X				20% min
Single Family Estate (SFE)	X				25% min
Single Family Rural (SFR)	X				
Single Family Townhome (SFT)		X			50% acreage & 300 units max
Single Family Limited (SFL)		X			
Multi-Family (MF)		X			
General Commercial (GC)		X	X	X	N/A

The MU district permits the development of uses listed in the MF (Multi-Family), SFL (Single-Family Limited), SFT (Single-Family Townhome) and/or GC (General Commercial) use components from the Composite Zoning Ordinance. No more than 300 multi-family units may be developed in the PUD. No more than 50% of the gross acreage may be developed with the multi-family or residential use components, the remaining 50% shall consist of uses permitted in the COM district or open space.

The COM district permits uses allowed in the GC (General Commercial) use component. The following uses are prohibited:

1. Venues with a primary use of live, amplified outdoor music;
2. Outdoor animal boarding;
3. Animal crematory;
4. Farms or truck gardens;
5. Funeral homes;
6. Manufactured housing and accessory building sales;
7. Office/Warehouse including painting, plumbing or other similar commercial service; provided that professional offices, medical offices, public offices, and similar offices are permitted;
8. Vehicle and major equipment sales, rental or leasing, unless such use is only a secondary and incidental part of the commercial use of such site;
9. Auto body shop; and
10. Processing of dry cleaning on premises.

The RES district permits the uses allowed in the SFC (Single-Family Compact), SFU (Single-Family Urban), SFS (Single-Family Suburban), SFE (Single-Family Estate), and SFR (Single-Family Rural) use components. The property will be developed to include not less than 2,100 and not more than 3,173 single-family residential lots. The Development Agreement limits the maximum density to 3,173 units. A minimum of a 250 foot buffer area adjacent to Grand

Mesa/Northern Crystal Falls residential property, is restricted to SFE and SFR use components only.

## **PROPOSED SITE & ARCHITECTURAL COMPONENTS**

### *RES District*

The site component for the RES District will comply with the Type 2 site component. The proposed architectural component will include 65% masonry overall, 85% masonry for the front elevation, 100% masonry for the first floor all sides, and 100% masonry for the second floor side and rear facing walls when street and greenbelt. The current architectural component is Type A and requires 85% masonry for the entire structure.

### *MU District*

The permitted zoning districts in the MU District include:

- MF-2-B
- MF-2-A
- SFT-2-B
- SFL-1-B
- GC-3-A

The applicant is proposing the Type 2 site component for multi-family development. This site component requires that at least 35% of the units have at least one enclosed garage parking space. Currently, the multi-family portion of this property is zoned MF-2-B. This district limits the density to 18 units per acre. The proposed MF-2-A would allow for a density of 25 units per acre. The proposed GC-3-A district is consistent with the current zoning of the property.

### *COM District*

The permitted zoning districts in the COM District includes GC-3-B. Currently, the general commercial portions of this property are zoned GC-3-B along Nameless Road and GC-3-A along FM 1431. The proposed Type B architectural component will change the required masonry from 85% overall to 85% for first story and 50% overall. In addition, the design features would be reduced from 7 to 4.

## **ADDITIONAL VARIATIONS**

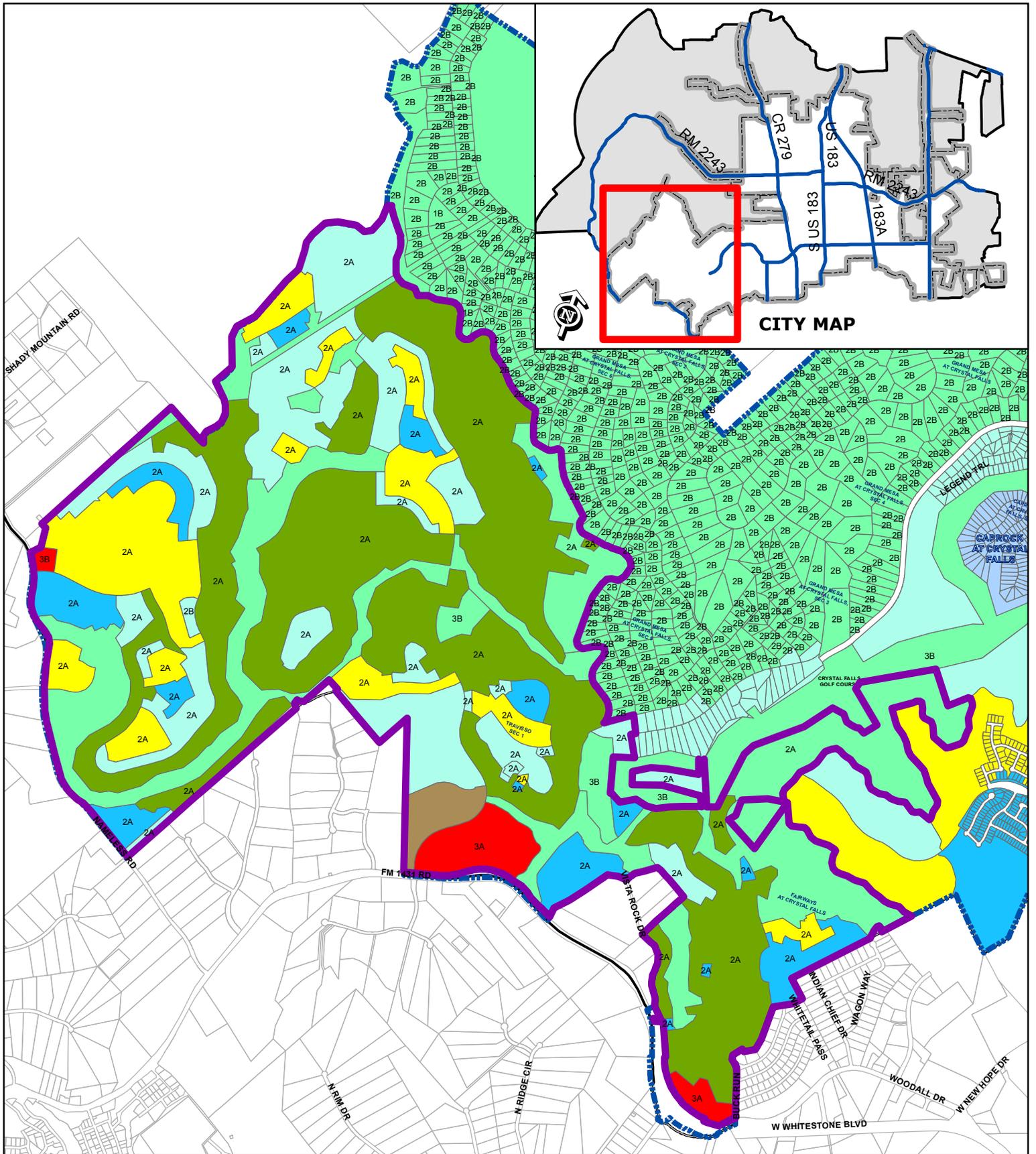
The applicant is requesting the following variations from the City Ordinances:

- Allowing temporary model home parking areas and permitting crushed granite as the parking lot material with a time frame of 10 years. Currently, we require a special use permit to be submitted and reviewed by Planning & Zoning Commission and City Council. Including this provision, would waive the requirement for the special use permit.
- Allowing tertiary entrance signs at entryways into sections within the PUD and are permitted only in subdivisions that exceed 50 acres. They may be used to identify various sections that are 15 acres or greater in size in order to enhance direction within the PUD. Currently, the ordinance requires that the sections are a minimum of 25 acres in size. In addition, they are requesting to increase the sign face from 10 square feet to 12 square feet.

- Allowing decorative poles with energy efficient LED light fixtures. A license agreement will also be required to allow the decorative poles.
- Not requiring sidewalks along FM 1431 frontage due to safety concerns. Sidewalks will be provided internally to all properties developed in the Mixed Use Areas, developed commercially, or developed as multi-family to maintain pedestrian connectivity to sidewalks abutting Divided Collector Road (Travisso Parkway) and Neighborhood Collector Road (Osage).
- Requiring additional landscaping for residential development (see Exhibit D).
- Requiring increased lot depths, lot area, and building square footages for residential development (see Exhibit D).

**STAFF RECOMMENDATION:**

Staff recommends approval of the requested PUD with the condition that the proposed COM district includes the Type A architectural component instead of the proposed Type B. The proposed PUD meets the intent of the current zoning, while allowing more flexibility with the location of the single-family districts. This application effectively utilizes composite zoning to incorporate a variety of land uses while maintaining high form standards. The modification to the architectural requirements increases the amount of masonry for the portion of the homes that is visible from the street and greenbelt areas. This requirement is reduced to a percentage that is between the Type A and Type B, however, the homes visible from the streets and greenbelts will be 100% masonry. The requested PUD meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.



# ZONING CASE 13-Z-026

## Attachment #2

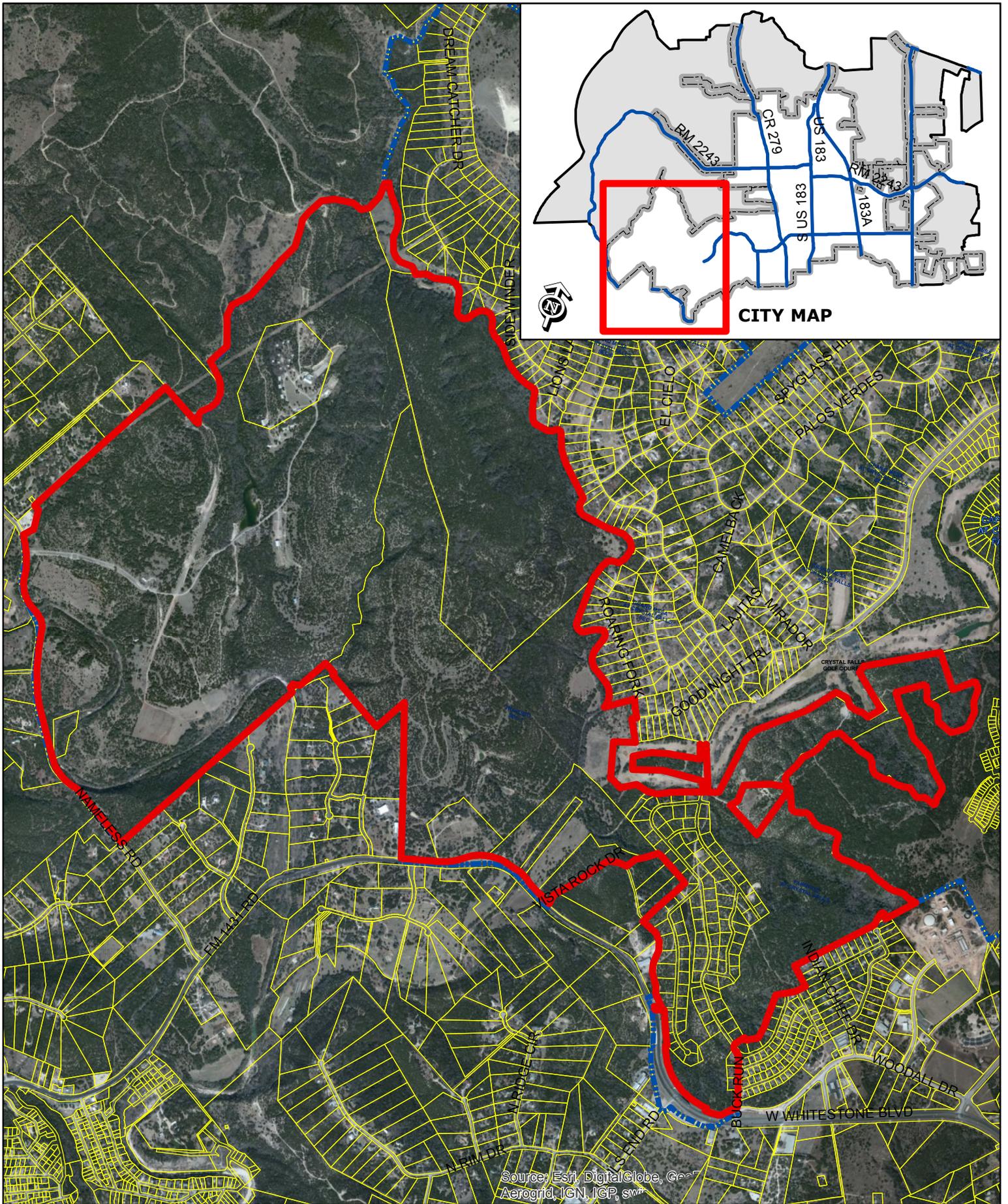
Current Zoning Map  
Travisso PUD



-  Subject Property
-  City Limits
-  Future Annexation Per DA
-  Involuntary Annexation
-  Voluntary Annexation

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

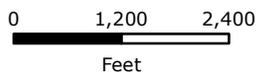
0 800  
Feet



Source: Esri, DigitalGlobe, GeoEye, AeroGRID, IGN, IGP, swisstopo

### ZONING CASE 13-Z-026 Attachment #3

Aerial Exhibit - Approximate Boundaries  
Travisso PUD



- Subject Property
- City Limits

**Travisso Planned Unit Development**

**I. General Notes**

- A. The PUD consists of approximately 2118.6 acres (the “Property”) located in Travis County, Leander, Texas formerly known as Crystal Falls West or Nameless Valley Ranch, as particularly described in Exhibit A attached to this PUD ordinance.
- B. Except as otherwise provided in this PUD ordinance, the Property and PUD shall be governed by the Composite Zoning Ordinance of the City of Leander in effect as of the date of this PUD Ordinance (the “Zoning Ordinance”). Any capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Zoning Ordinance.

**II. Zoning Districts**

- A. The PUD consists of three use districts depicted on Exhibit 1, the Conceptual Site Layout & Land Use Plan attached hereto, including:
  - 1. MU (Mixed Use) containing approximately 64.3 acres;
  - 2. COM (Commercial) containing approximately 16.6 acres; and
  - 3. RES (Residential) containing approximately 2,037.7 acres.

**III. Use Components**

- A. Allowed Uses. The following table contains the Use Components allowed within the zoning use district boundaries shown on Exhibit 1 attached to this PUD ordinance.

Use	RES District	MU District	COM District	Allowed with Limitations (See Section III.D)	Allowed %
Single Family Compact (SFC)	X				20% max
Single Family Urban (SFU)	X				N/A
Single Family Suburban (SFS)	X				20% min
Single Family Estate (SFE)	X				25% min
Single Family Rural (SFR)	X				
Single Family Townhome (SFT)		X			50% acreage & 300 units max
Single Family Limited (SFL)		X			
Multi-Family (MF)		X			
General Commercial (GC)		X	X	X	N/A

B. RES District Permitted Uses and Limitations.

1. The Property will be developed to include not less than 2,100 and not more than 3,173 single-family residential lots.
2. Single-family residential lots in the RES District may be developed by the owner of the Property utilizing SFC, SFE, SFR, SFU and SFS Use Components, as more particularly set forth in Exhibit 2 attached to this PUD ordinance, in accordance with the following requirements:
  - (a) SFC – the maximum percentage of SFC lots allowed to be developed in the project is 20% of the total lots developed in the PUD (635 lots, if the maximum 3,173 single-family residential lots are developed in the PUD);
  - (b) SFE and SFR – the minimum percentage of SFE and SFR lots is 25% of the total lots developed in the PUD (793 lots, if the maximum 3,173 single-family residential lots are developed in the PUD); and
  - (c) SFU and SFS – any lots not developed as SFC lots may be developed as SFU, SFS, SFE, and SFR lots; the minimum percentage of SFS lots is 20% of the total lots developed in the PUD, provided the PUD shall not include more than 3,173 single-family residential lots.
3. A minimum of 250' buffer area adjacent to Grand Mesa/Northern Crystal Falls residential property, as shown in the hatched area on Exhibit 1 attached to this PUD ordinance, may be developed as SFE and SFR Use Components only.

C. Mixed Use District Use Limitations.

1. Mixed Use is defined as combining different permitted uses in the same building and/or having multiple permitted uses within the MU District. The different uses are not required to be within the same building or the same Legal Lot or Legal Tract.
2. No more than 50% of the gross acreage in the MU district may be developed utilizing MF, SFL and/or SFT Use Components. No more than 300 MF Units may be developed in the PUD. The remainder of the property in the MU District shall be utilized for commercial uses permitted in the COM District or open space.

D. General Commercial District Permitted Uses and Limitations.

1. All uses permitted in the GC use component of the Zoning Ordinance are permitted in the COM District except for the following:
  - (a) Venues with a primary use of live, amplified outdoor music;
  - (b) Outdoor animal boarding;
  - (c) Animal crematory;
  - (d) Farms or truck gardens;
  - (e) Funeral homes;
  - (f) Manufactured housing and accessory building sales;

- (g) Office/Warehouse including painting, plumbing or other similar commercial service; provided that professional offices, medical offices, public offices, and similar offices are permitted;
- (h) Vehicle and major equipment sales, rental or leasing, unless such use is only a secondary and incidental part of the commercial use of such site;
- (i) Auto body shop; and
- (j) Processing of dry cleaning on premises.

#### **IV. Site and Architectural Components and Standards**

##### **A. RES District.**

1. Development Standards for each Use Component are shown on the table attached as Exhibit 2 to this PUD ordinance. This table sets out lot size, home size, setback, architectural, masonry, and landscaping, increasing the standards of many traditional zoning categories. To the extent that these requirements are inconsistent with the requirements of Article V (Site Components), Article VI (Site Standards), Article VII (Architectural Components), and Article VIII (Architectural Standards) of the Zoning Ordinance, the Development Standards set forth in this PUD ordinance and Exhibit 2 attached hereto will apply.
2. Development in the RES District of the PUD will comply with the Type 2 site component.
3. Temporary model home parking areas are permitted uses in the RES District in areas adjacent to or nearby model home sales areas for a maximum of ten (10) years after the issuance of a site development permit for such parking area. In addition to authorized materials, such temporary parking areas may be constructed with crushed granite.

##### **B. MU District.**

1. Development in the MU District of the PUD will comply with one of the following Use, Site and Architectural Component standards:
  - (a) MF-2-B;
  - (b) MF-2-A;
  - (c) SFT-2-B;
  - (d) SFL-1-B or
  - (e) GC-3-A.
2. The architectural standard in the MU District shall require 100% masonry on walls of structures visible from a greenbelt.

##### **C. COM District. Development in the COM District will comply with one of the following Use, Site and Architectural Component standards:**

1. GC-3-A

## **Signage**

- D. Tertiary entrance signs constructed within the PUD shall be regulated by Ordinance No. 03-023-00 and the Zoning Ordinance, with the following exceptions. Tertiary entrance signs may be located at the entryway into sections within the PUD and are permitted only in subdivisions that exceed fifty (50) acres. They may be used to identify various sections that are fifteen (15) acres or greater in size in order to enhance direction within the PUD. Tertiary entrance signs shall be comprised entirely of stone or masonry, with engraved lettering set within the stone or with pin-mounted aluminum or steel letters. The sign face of tertiary entrance signs shall be limited to a total size of twelve (12) square feet. The owner shall submit to the city restrictive covenants providing for perpetual maintenance of such signs by the homeowners' association for Travisso before a permit will be issued for such signs.

## **V. Lighting**

- A. Lighting constructed or installed within the PUD shall be regulated by Section 12 of Article V (Site Component) of the Zoning Ordinance in effect as of the date of this PUD Ordinance; provided, however, that all street lighting along Travisso Parkway will be decorative poles with energy efficient LED light fixtures.

## **VI. Sidewalks**

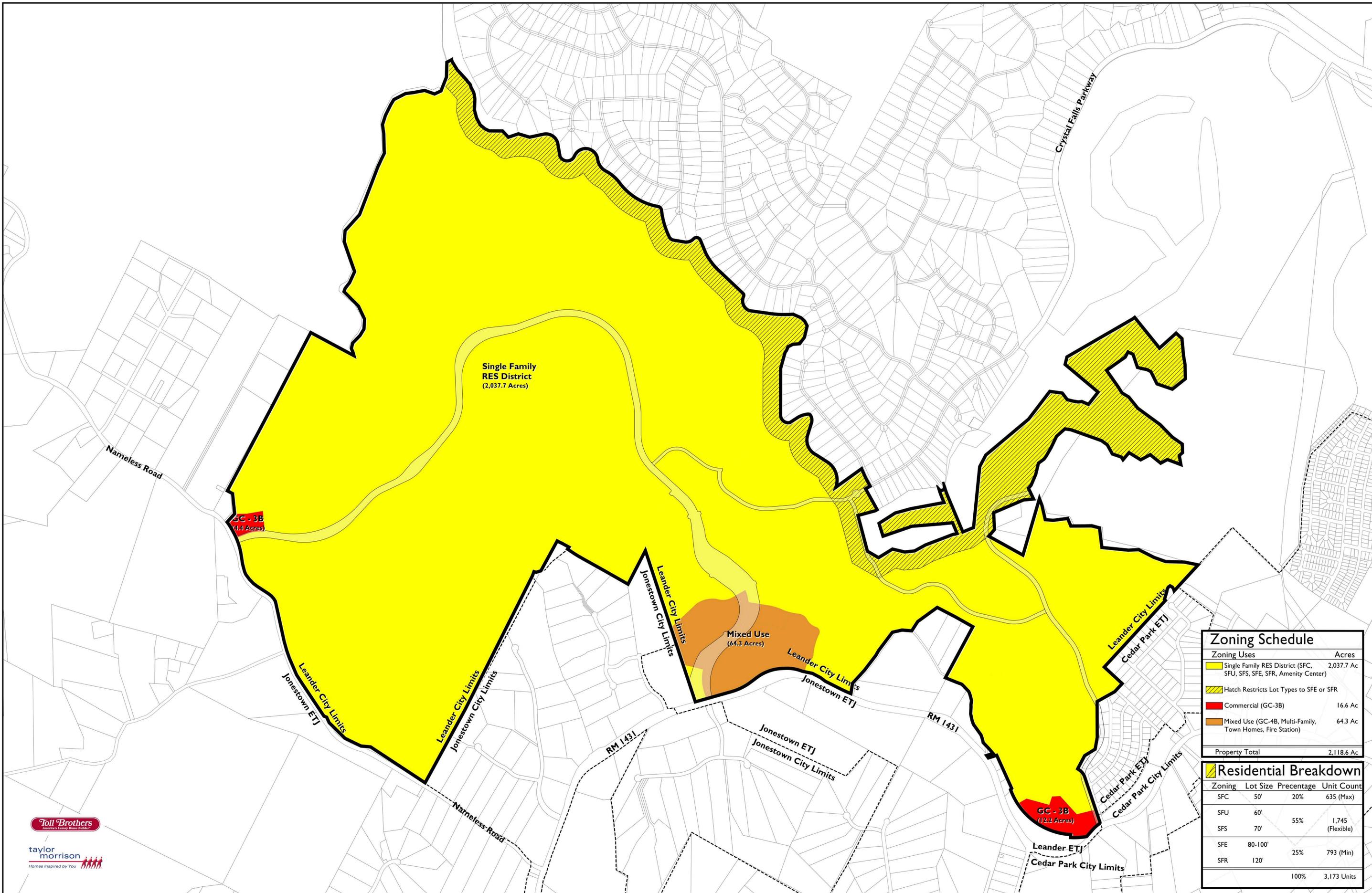
- A. Pedestrian sidewalks are not required to be constructed or installed within the PUD along the portions of RM 1431 abutting the Property unless and until such time as the Texas Department of Transportation improves RM 1431 in such areas abutting the Property for the purpose of providing areas for pedestrian facilities, at which time sidewalks shall be constructed or installed along the portions of RM 1431 abutting the Property in a timely manner. The foregoing provision shall automatically expire and be of no force and effect on November 1, 2037.
- B. Sidewalks will be provided internally to all properties developed in the Mixed Use Areas, developed commercially, or developed as multi-family to maintain pedestrian connectivity to sidewalks abutting Divided Collector Road (Travisso Parkway) and Neighborhood Collector Road (Osage).

## **VII. Fencing**

- A. Fencing will be limited to wrought iron or tubular metal when constructed along greenbelts.

**Exhibit 1**

**Conceptual Site Layout & Land Use Plan**



Zoning Schedule	
Zoning Uses	Acres
Single Family RES District (SFC, SFU, SFS, SFE, SFR, Amenity Center)	2,037.7 Ac
Hatch Restricts Lot Types to SFE or SFR	
Commercial (GC-3B)	16.6 Ac
Mixed Use (GC-4B, Multi-Family, Town Homes, Fire Station)	64.3 Ac
<b>Property Total</b>	<b>2,118.6 Ac</b>

Residential Breakdown			
Zoning	Lot Size	Percentage	Unit Count
SFC	50'	20%	635 (Max)
SFU	60'		
SFS	70'	55%	1,745 (Flexible)
SFE	80-100'		
SFR	120'	25%	793 (Min)
		<b>100%</b>	<b>3,173 Units</b>

Toll Brothers

taylor morrison  
Homes Inspired by You

**TRAVISSO**

Exhibit I - Conceptual Site Layout & Land Use Plan

SCALE: 1" = 400'  
0 200 400 800  
DATE: 03-26-2014



712 Congress Avenue, Suite 300  
Austin, TX 78701  
Tel: (512) 480-0032 Fax: (512) 480-0617  
www.rvplanning.com



All information furnished regarding this property is from sources deemed reliable. However, RVPL has not made an independent investigation of these sources and no warranty or representation is made by RVPL as to the accuracy thereof and same is submitted subject to errors, omissions, and plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objectives.

**Exhibit 2**

**RES District Development Standards**

**RES DISTRICT MINIMUM STANDARDS**

Zoning Use Component	Interior			Corner			Building Sq Foot	Front Setback	Side Setbacks	Street Side Setback	Rear Setback	Architectural / Masonry Req	Landscaping
	Lot Width	Lot Depth	Lot Area	Lot Width	Lot Depth	Lot Area							
SFC	50	130	6500	60	130	7800	1400	20 (25 street facing garage)	5	15 (20 street facing garage)	10	65% - Overall 85% Front Elev 100% - Sides & rear on one story homes 100% - 1st Floor all sides on two story homes 100% - 2nd Floor Side & Rear facing street & greenbelts	Trees: 2 x 3" hardwood Shrubs - 20 x 5 Gal Shrubs - 20 x 1 Gal - OG, GC, P Turf - Bermuda or Zoysia AC Units, Dry Utility pedestals must be screened. 24" min ht at planting 36" w/in 1-2 years
SFU	60	130	7800	70	130	9100	1850	20 (25 street facing garage)	5	15 (20 street facing garage)	15	65% - Overall 85% Front Elev 100% - Sides & rear on one story homes 100% - 1st Floor all sides on two story homes 100% - 2nd Floor Side & Rear facing street & greenbelts	Trees: 2 x 3" hardwood, 1 x 2" ornamental Shrubs - 20 x 5 Gal Shrubs - 20 x 1 Gal - OG, GC, P Turf - Bermuda or Zoysia AC Units, Dry Utility pedestals must be screened. 24" min ht at planting 36" w/in 1-2 years
SFS	70	130	9100	80	130	10400	2400	20 (25 street facing garage)	5	15 (20 street facing garage)	15	65% - Overall 85% Front Elev 100% - Sides & rear on one story homes 100% - 1st Floor all sides on two story homes 100% - 2nd Floor Side & Rear facing street & greenbelts	Trees: 3 x 3" hardwood, 1 x 2" ornamental Shrubs - 25 x 5 Gal Shrubs - 25 x 1 Gal - OG, GC, P Turf - Bermuda or Zoysia AC Units, Dry Utility pedestals must be screened. 24" min ht at planting 36" w/in 1-2 years
SFE	80	150	12000	90	150	13500	2600	20 (25 street facing garage)	7.5	15 (20 street facing garage)	15	65% - Overall 85% Front Elev 100% - Sides & rear on one story homes 100% - 1st Floor all sides on two story homes 100% - 2nd Floor Side & Rear facing street & greenbelts	Trees: 4 x 3" hardwood, 1 x 2" ornamental Shrubs - 30 x 5 Gal Shrubs - 30 x 1 Gal - OG, GC, P Turf - Bermuda or Zoysia AC Units, Dry Utility pedestals must be screened. 24" min ht at planting 36" w/in 1-2 years
SFR	120	160	19200	120	160	19200	3000	25 (30 street facing garage)	7.5	15 (20 street facing garage)	15	65% - Overall 85% Front Elev 100% - Sides & rear on one story homes 100% - 1st Floor all sides on two story homes 100% - 2nd Floor Side & Rear facing street & greenbelts	Trees: 4 x 3" hardwood, 2 x 2" ornamental Shrubs - 40 x 5 Gal Shrubs - 40 x 1 Gal - OG, GC, P Turf - Bermuda or Zoysia AC Units, Dry Utility pedestals must be screened. 24" min ht at planting 36" w/in 1-2 years

GENERAL NOTES

OG - Ornamental Grasses  
GC - Ground Cover  
P - Perennials



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February 6, 2014

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

RE: Travisso – PUD Zoning Application – Letter of Intent

Dear Ms. Griffin

Please accept the following “Letter of Intent” to propose a residential development with adjustments to the Subdivision and Composite Zoning Ordinances, as required by the City of Leander’s PUD zoning application. The 2118 acre Travisso community (formerly known as Crystal Falls West or Nameless Valley Ranch) is currently subject to several zoning districts set forth in the Amended Zoning Ordinance No. 12-023-00 (the “Zoning Ordinance”). Travisso is currently owned by Travisso, Ltd.

Travisso, Ltd. proposes to amend the Zoning Ordinance to create a Planned Unit Development (PUD) district to raise the standard for development in order to facilitate flexible, customized zoning and subdivision standards to encourage superior and innovative designs for the development of the Travisso community. The proposed PUD would continue to include a blend of single family use, multifamily and general commercial use, and related parks, trails and public improvements without increasing the number of single family lots or multifamily or general commercial acreage. Numerous benefits to the City of Leander, the Travisso community, and the neighborhoods surrounding Travisso are detailed below.

The Travisso Planned Unit Development will raise the standard of development with the following purposes and intents:

1. To create unified development standards in order to provide flexible, customized zoning and subdivision standards;
2. To provide for development which is harmonious with nearby areas;
3. To enhance and preserve areas which are unique or have outstanding scenic, environmental, cultural or historic significance;
4. To provide for more efficient use of land, resulting in streets that are safer and open space that is larger superior;
5. To encourage harmonious and coordinated development by developing plans that better address natural features, community facilities, circulation patterns and surrounding properties and neighborhoods;
6. To enable productive development of land with unusual physical or location characteristics that may not be feasible under standard zoning district regulations;
7. To facilitate the development of the tax base, the local economy, population and public facilities;
8. To provide additional protections to the environment;
9. To provide and result in an enhanced residential and/or work environment for those persons living and/or working within the district;
10. To require the application of professional planning and design techniques to achieve overall coordinated mixed-use developments and avoid the negative effects of piecemeal, segregated, or unplanned development; and
11. To include a mixture of single family, multi-family and commercial zoning districts to promote diverse demographic and economic characteristics.

Travisso, Ltd. proposes a revision to the zoning map to establish composite zoning districts and to allow flexibility in the placement of particular product within such. The Zoning Map would consist of three districts: Residential (RES) district; Mixed Use (MU) district, and Commercial (COM) district, which would include the following:

A. Revise Zoning Map. Travisso, Ltd. proposes a revision to the zoning map to establish composite zoning districts and to allow flexibility in the placement of particular product within such districts upon confirmation of the City Manager or Director of Development Services that proposed development complies with the PUD and Development Agreement provisions. The Zoning Map would consist of three districts: Residential (RES) district; Mixed Use (MU) district, and Commercial (COM) district, which would include the following:

1. Increase the acreage and establish designated composite districts for improved green space, parks and a new trail system;
2. Continue to set aside convenient land for schools and a fire station;
3. Establish designated yet flexible Single Family Estate/Single Family Rural composite districts within 250' of adjacent existing neighborhoods along the northern property boundary to provide buffers to increase harmony with neighboring communities;
4. Establish Single Family Suburban/Single Family Urban/Single Family Compact composite districts to allow flexibility in placement of such uses; and
5. Establish designed yet flexible General Commercial/Multifamily use component districts to allow innovative town center or new urban designs.

B. Development Requirements. The PUD would provide for required minimum and maximum utilization or development of particular zoning use component districts, including:

1. No increase in the maximum number of single family lots allowed under the current PUD and Development Agreement (limited to 3173);
2. A maximum number of Single Family Compact lots to be developed limited to 20% of lots up to 635 lots;
3. A flexible number of Single Family Urban and Single Family Suburban lots to be developed, limited to 55% of lots up to 1745 lots; and a minimum of 20% of Single Family Suburban lots
4. A minimum number of Single Family Rural and Single Family Estate lots to be developed, with a flexible mix of such uses, including at least 25% of lots and at least 793 lots if 3173 lots are developed.

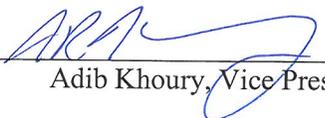
C. Increase Standards for Travisso. The PUD would raise the standards of all square footage requirements, landscaping requirements, lot depths and lighting requirements. Several undesirable uses currently permitted in the General Commercial districts would be prohibited.

We look forward to working with the City of Leander Staff, Planning and Zoning Commission and the City Council on this application.

Sincerely,

Travisso, Ltd.  
A Texas limited partnership

By: TMC Travisso GP, LLC,  
a Texas limited liability company,  
its general partner

By:   
Adib Khoury, Vice President

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM SFR-2-A (SINGLE-FAMILY RURAL), SFR-2-B (SINGLE-FAMILY RURAL), SFR-3-B (SINGLE-FAMILY RURAL), SFE-2-A (SINGLE-FAMILY ESTATE), SFS-2-A (SINGLE-FAMILY SUBURBAN), SFS-2-B (SINGLE-FAMILY SUBURBAN), SFU-2-A (SINGLE-FAMILY URBAN), SFC-2-A (SINGLE-FAMILY COMPACT), MF-2-B (MULTI-FAMILY), GC-3-A (GENERAL COMMERCIAL), AND GC-3-B (GENERAL COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Applicability.** This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 2,118.6 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A" and Exhibit "B"; and identified by tax identification numbers 186323, 352969, 353024, 353246, 353247, 353650, 382583, 459376, 459380-459395, 459399-459401, 467140-467160, 467162-467187, 467192-467197, 467200-467213, 467215-467217, 467219-467228, 467230-467233, 467236-467238, 513803, 513809, 796296, 796297, 796302, 819093, 825510, 827467, 827468.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFR-2-A (Single-Family Rural), SFR-2-B (Single-Family Rural), SFR-3-B (Single-Family Rural), SFE-2-A (Single-Family Estate), SFS-2-A (Single-Family

Suburban), SFS-2-B (Single-Family Suburban), SFU-2-A (Single-Family Urban), SFC-2-A (Single-Family Compact), MF-2-B (Multi-Family), GC-3-A (General Commercial), and GC-3-B (General Commercial) to PUD (Planned Unit Development) known as the Trivisso PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibit "C", which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

**PASSED AND APPROVED** on First Reading this the 20<sup>th</sup> day of March, 2014.  
**FINALLY PASSED AND APPROVED** on this the 3<sup>rd</sup> day of April, 2014.

**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

---

Christopher Fielder, Mayor

---

Debbie Haile, City Secretary

**Exhibit A**  
**Property Description**



**CRYSTAL FALLS WEST  
CONCEPT PLAN**

**Metes and Bounds Description** for a 2,118.6 Acre Tract of Land in the J.A. Ybarbo Survey 421, Abstract 840, the C.S. Mason Survey 204, Abstract 2551, the C. Ybarbo Survey 422, Abstract 839, the P.T. Stroud Survey, Abstract 2128, the McKinney & Williams Survey 175, Abstract 2199, the C.W. Owens Survey 71, Abstract 2289, the J.M. Frame Survey, Abstract 303, the J.H. Harris Survey, Abstract 2150, the S. Hamilton Survey, Abstract 357, the L. Carter Survey, Abstract 2209, the B.F. Davis Survey 73, Abstract 2280, the R.F. Hart Survey 56, Abstract 2682, the C.G. Settle Survey 632, Abstract 2201, the I.A. Hampton Survey, Abstract 361, the C.C. Chafin Survey 78, Abstract 2276 and the C. Ybarbo Survey 420, Abstract 838, Travis County, Texas. Being All or a Portion of the following Tracts of Land Conveyed to Lookout Partners, L.P. and Key-Deer Holdings, L.P.: a 925.6 Acre Tract of Land Recorded in Document No. 2007010035, Official Public Records, Travis County, Texas, a 1,013.55 Acre Tract of Land Recorded in Document No. 2000162836, Official Public Records, Travis County, Texas, a 135.653 Acre Tract of Land Recorded in Document No. 2000086311, Official Public Records, Travis County, Texas, a 142.311 Acre Tract of Land Recorded in Volume 13343, Page 323, Real Property Records, Travis County, Texas, a 20.12 Acre Tract of Land Recorded in Document No. 2008113260, Official Public Records, Travis County, Texas, a 186.299 Acre Tract of Land Recorded in Volume 13122, Page 1933, Real Property Records, Travis County, Texas, a 0.303 Acre Tract of Land Recorded in Document No. 2006016672, Official Public Records, Travis County, Texas, a 0.66 Acre Tract of Land Recorded in Document No. 2001002660, Official Public Records, Travis County, Texas, a 24.842 Acre Tract of Land Recorded in Document No. 2001002660, Official Public Records, Travis County, Texas, a 56.765 Acre Tract of Land Recorded in Document No. 2005086917, Official Public Records, Travis County, Texas, a 15.163 Acre Tract of Land Recorded in Document No. 2006054664, Official Public Records, Travis County, Texas, a 1,115.523 Acre Tract of Land Recorded in Volume 13085, Page 1927, Real Property Records, Travis County, Texas, a 5.85 Acre Tract of Land and a 5.69 Acre Tract of Land Recorded in Document No. 2001002662, Official Public Records, Travis County, Texas, and a 580.5211 Acre Tract of Land Recorded in Document No. 2005071849, Official Public Records, Travis County, Texas.

**Beginning** in the northeast right of way line of Nameless Road at the south corner of said 925.6 acre tract for the southwest corner of this tract;

**Thence** with the west line of said 925.6 acre tract the following sixty-two (62) courses and distances:

1. N 56°55'14" W, a distance of 1101.67 feet;
2. N 84°44'14" W, a distance of 163.65 feet;
3. N 64°29'14" W, a distance of 297.22 feet;
4. N 45°44'14" W, a distance of 377.78 feet;
5. N 24°29'14" W, a distance of 100.56 feet;
6. N 69°21'14" W, a distance of 49.57 feet;
7. N 33°58'14" W, a distance of 654.50 feet;
8. N 33°09'14" W, a distance of 177.64 feet;
9. N 23°27'14" W, a distance of 308.88 feet;

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10. N 19°27'14" W, a distance of 133.33 feet;
11. N 15°57'14" W, a distance of 155.56 feet;
12. N 12°27'14" W, a distance of 651.67 feet;
13. N 12°57'14" W, a distance of 38.33 feet;
14. N 31°59'14" W, a distance of 56.94 feet;
15. N 41°59'14" W, a distance of 56.94 feet;
16. N 51°59'14" W, a distance of 56.94 feet;
17. N 56°59'14" W, a distance of 239.72 feet;
18. N 52°57'14" W, a distance of 74.17 feet;
19. N 43°57'14" W, a distance of 93.06 feet;
20. N 37°14'14" W, a distance of 101.42 feet;
21. N 23°57'14" W, a distance of 55.56 feet;
22. N 14°57'14" W, a distance of 130.56 feet;
23. N 08°57'14" W, a distance of 156.34 feet;
24. with a curve to the left having a radius of 1145.00 feet, an arc length of 403.68 feet, and a chord length of 401.59 feet bearing N 19°03'14" W;
25. N 29°09'14" W, a distance of 88.54 feet;
26. with a curve to the left having a radius of 573.00 feet, an arc length of 112.23 feet, and a chord length of 112.05 feet bearing N 34°45'14" W;
27. N 42°40'46" E, a distance of 189.48 feet;
28. N 05°59'14" W, a distance of 339.73 feet;
29. N 61°52'14" W, a distance of 100.13 feet;
30. N 28°08'46" E, a distance of 1650.02 feet;
31. N 27°47'46" E, a distance of 629.83 feet;
32. N 27°58'46" E, a distance of 724.89 feet;
33. S 62°05'14" E, a distance of 827.61 feet;
34. N 15°25'14" W, a distance of 55.80 feet;
35. N 23°00'14" W, a distance of 71.97 feet;
36. N 13°10'46" E, a distance of 93.91 feet;
37. N 44°32'46" E, a distance of 178.03 feet;
38. N 31°33'46" E, a distance of 126.19 feet;
39. N 03°53'46" E, a distance of 165.87 feet;
40. N 25°27'14" W, a distance of 243.08 feet;
41. N 45°10'14" W, a distance of 344.70 feet;
42. N 19°44'46" E, a distance of 56.75 feet;
43. N 38°00'46" E, a distance of 122.78 feet;
44. N 24°37'46" E, a distance of 203.93 feet;
45. N 19°28'14" W, a distance of 397.57 feet;
46. N 18°39'14" W, a distance of 136.15 feet;
47. N 04°42'46" E, a distance of 123.84 feet;
48. N 04°42'46" E, a distance of 59.25 feet;
49. N 42°21'46" E, a distance of 362.98 feet;
50. N 21°06'46" E, a distance of 843.99 feet;
51. N 24°48'46" E, a distance of 153.09 feet;
52. N 26°35'46" E, a distance of 114.81 feet;
53. N 01°47'14" W, a distance of 332.87 feet;
54. N 08°17'14" W, a distance of 147.88 feet;

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55. N 18°04'46" E, a distance of 167.47 feet;
56. N 26°38'46" E, a distance of 192.37 feet;
57. N 31°16'46" E, a distance of 104.63 feet;
58. N 63°03'46" E, a distance of 224.13 feet;
59. N 83°16'46" E, a distance of 127.11 feet;
60. N 79°23'46" E, a distance of 199.22 feet;
61. S 70°27'14" E, a distance of 177.24 feet;
62. N 65°03'46" E, a distance of 121.02 feet to the west line of said 1,013.55 acre tract;

**Thence** with the west line of said 1,013.55 acre tract the following two (2) courses and distances:

1. N 21°46'06" E, a distance of 248.82 feet;
2. N 01°42'17" E, a distance of 249.55 feet to the northwest corner of this tract;

**Thence** through said 1,013.55 acre tract the following forty-three (43) courses and distances:

1. N 61°47'23" E, a distance of 89.78 feet;
2. S 05°39'08" E, a distance of 2.37 feet;
3. S 20°44'20" E, a distance of 36.03 feet;
4. S 32°03'11" E, a distance of 156.11 feet;
5. S 42°42'15" E, a distance of 229.54 feet;
6. S 34°55'32" E, a distance of 36.10 feet;
7. S 43°12'16" E, a distance of 53.80 feet;
8. S 27°51'11" E, a distance of 26.85 feet;
9. S 11°49'53" E, a distance of 32.56 feet;
10. S 28°25'20" E, a distance of 83.21 feet;
11. S 18°53'25" E, a distance of 46.18 feet;
12. S 08°11'29" E, a distance of 82.61 feet;
13. S 02°33'35" W, a distance of 179.91 feet;
14. S 15°06'38" E, a distance of 143.97 feet;
15. S 28°30'47" E, a distance of 130.55 feet;
16. S 50°49'55" E, a distance of 104.90 feet;
17. S 65°18'21" E, a distance of 78.76 feet;
18. S 89°39'14" E, a distance of 223.35 feet;
19. S 43°18'24" E, a distance of 144.30 feet;
20. N 71°18'27" E, a distance of 178.65 feet;
21. S 73°31'47" E, a distance of 199.07 feet;
22. N 77°56'32" E, a distance of 241.18 feet;
23. with a curve to the right having a radius of 204.42 feet, an arc length of 339.42 feet, and a chord length of 301.76 feet bearing S 53°58'21" E;
24. S 10°03'22" E a distance of 199.25 feet;
25. with a curve to the left having a radius of 134.88 feet, an arc length of 300.75 feet, and a chord length of 242.20 feet bearing N 89°32'15" E,;
26. with a curve to the right having a radius of 206.10 feet, an arc length of 531.80 feet, and a chord length of 396.07 feet bearing S 84°27'30" E;
27. with a curve to the left with a radius of 261.59 feet, an arc length of 266.45 feet, and a chord length of 255.08 feet bearing S 34°19'47" E;
28. with a curve to the right with a radius of 697.75 feet, an arc length of 284.15 feet, and a chord length of 282.19 feet bearing S 50°25'00" E;

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29. with a curve to the left having a radius of 1032.63 feet, an arc length of 798.23 feet, and a chord length of 778.51 feet bearing S 58°07'28" E;
30. with a curve to the right having a radius of 73.07 feet, an arc length of 95.00 feet, and a chord length of 88.45 feet bearing S 42°27'15" E;
31. with a curve to the left having a radius of 1368.45 feet, an arc length of 456.47 feet, and a chord length of 454.36 feet bearing S 16°12'14" E;
32. with a curve to the left having a radius of 102.57 feet, an arc length of 98.77 feet, and a chord length of 95.00 feet bearing S 49°18'55" E;
33. S 80°29'32" E, a distance of 201.66 feet;
34. with a curve to the left having a radius of 172.72 feet, an arc length of 157.38 feet, and a chord length of 151.99 feet bearing N 69°55'50" E;
35. with a curve to the right having a radius of 71.76 feet, an arc length of 135.23', and a chord length of 116.09 feet bearing S 83°16'34" E;
36. S 22°42'23" E, a distance of 250.66 feet;
37. with a curve to the left having a radius of 1055.22 feet, an arc length of 399.59 feet, and a chord length of 397.21 feet bearing S 38°27'34" E;
38. S 46°49'03" E, a distance of 189.95 feet;
39. S 46°49'29" E, a distance of 333.37 feet;
40. with a curve to the right having a radius of 44.96 feet, an arc length of 53.90 feet, and a chord length of 50.73 feet bearing S 08°41'29" E;
41. with a curve to the left having a radius of 176.18 feet, an arc length of 291.28', and a chord length of 259.22 feet bearing S 23°10'51" E;
42. S 82°08'27" E, a distance of 302.68 feet;
43. with a curve to the left having a radius of 1812.74 feet, an arc length of 436.86 feet, and a chord length of 435.80 feet bearing S 87°40'55" E to the east line of said 1,013.55 acre tract;

**Thence** with the east line of said 1,013.55 acre tract the following ten (10) courses and distances:

1. S 66°20'32" E, a distance of 151.30 feet;
2. S 46°52'43" E, a distance of 82.52 feet;
3. S 27°43'28" E, a distance of 88.97 feet;
4. S 13°35'49" W, a distance of 195.97 feet;
5. S 36°59'59" W, a distance of 135.93 feet;
6. S 85°17'08" W, a distance of 115.45 feet;
7. S 62°55'14" W, a distance of 91.15 feet;
8. S 22°26'13" W, a distance of 67.46 feet;
9. S 38°56'53" W, a distance of 37.30 feet;
10. S 15°38'55" W, a distance of 281.01 feet to the west line of said 186.299 acre tract;

**Thence** through said 186.299 acre tract the following sixteen (16) courses and distances:

1. S 00°04'46" W, a distance of 769.00 feet;
2. with a curve to the left having a radius of 130.45 feet, an arc length of 244.30 feet, and a chord length of 210.13 feet bearing S 48°31'04" E;
3. N 57°13'51" E, a distance of 157.46 feet;
4. with a curve to the right having a radius of 414.96 feet, an arc length of 170.01 feet, and a chord length of 168.82 feet bearing N 71°04'32" E;
5. with a curve to the right having a radius of 60.09 feet, an arc length of 51.95 feet, and a

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- chord length of 50.35 feet bearing S 80°33'37" E;
6. with a curve to the right having a radius of 153.14 feet, an arc length of 146.77 feet, and a chord length of 141.22 feet bearing S 09°34'37" E;
  7. S 17°39'41" W, a distance of 220.88 feet;
  8. with a curve to the left having a radius of 272.94 feet, an arc length of 382.40 feet, and a chord length of 351.88 feet bearing S 24°14'30" E;
  9. S 57°26'00" E, a distance of 240.67 feet;
  10. with a curve to the right having a radius of 357.70 feet, an arc length of 469.97 feet, and a chord length of 436.89 feet bearing S 17°36'51" E;
  11. N 54°28'24" E, a distance of 536.82 feet;
  12. S 23°55'28" E, a distance of 142.30 feet;
  13. with a curve to the left having a radius of 525.00 feet, an arc length of 44.27 feet, and a chord length of 44.26 feet bearing S 26°20'23" E;
  14. S 28°45'20" E, a distance of 141.36 feet;
  15. S 60°23'12" W, a distance of 89.38 feet;
  16. S 28°55'39" E, a distance of 407.24 feet to the east line of said 186.299 acre tract;

**Thence** S 71°45'02" W, a distance of 38.37 feet to connect a deed overlap (S 61°24'46" W, 35.69 feet, Record Calculated);

**Thence** with the east line of said 186.22 acre tract the following five (5) courses and distances:

1. S 74°56'24" W, a distance of 300.06 feet;
2. S 14°54'30" E, a distance of 620.14 feet;
3. S 60°12'16" E, a distance of 217.59 feet;
4. N 57°59'15" E, a distance of 275.24 feet;
5. S 76°49'09" E, a distance of 214.37 feet to the northwest corner of said 0.303 acre tract;

**Thence** N 83°51'23" E with the north line of said 0.303 acre tract, a distance of 167.44 feet to the north line of said 24.842 acre tract;

**Thence** with the north line of said 24.842 acre tract the following three (3) courses and distances:

1. N 62°13'24" E, a distance of 209.63 feet;
2. N 69°13'24" E, a distance of 499.18 feet;
3. N 81°09'24" E, a distance of 20.00 feet to the northeast corner of said 24.842 acre tract;

**Thence** N 82°29'11" E to connect a deed gap, a distance of 11.96 feet to the west line of said 1,115.523 acre tract;

**Thence** through said 1,115.523 acre tract the following two (2) courses and distances:

1. N 75°55'44" E, a distance of 39.19 feet;
2. N 74°29'07" E, a distance of 0.74 feet to the southeast corner of a 20.5826 acre City of Leander Golf Course tract recorded in Volume 10833, Page 1355, Real Property Records, Travis County, Texas;



**Thence** with the east line of said 20.5826 acre tract the following ten (10) courses and distances:

1. N 23°07'03" W, a distance of 197.17 feet;
2. S 84°32'22" W, a distance of 196.19 feet;
3. S 85°21'16" W, a distance of 495.21 feet;
4. S 71°27'48" W, a distance of 518.09 feet;
5. N 17°29'15" W, a distance of 226.36 feet;
6. N 57°47'56" E, a distance of 325.00 feet;
7. N 75°26'37" E, a distance of 279.42 feet;
8. N 79°32'04" E, a distance of 567.23 feet;
9. N 22°54'52" W, a distance of 78.50 feet;
10. with a curve to the right having a radius of 1418.73 feet, an arc length of 156.77 feet, and a chord length of 156.69 feet bearing N 19°49'25" W;

**Thence** through said 186.299 acre tract passing the east line of said 186.299 acre tract and the west line of said 1,115.523 acre tract with a curve to the left having a radius of 52.53 feet, an arc length of 135.30 feet, and a chord length of 100.88 feet bearing N 63°40'45" E;

**Thence** S 20°42'17" E to connect a deed gap, a distance of 3.50 feet to the west line of a 99.1236 acre City of Leander Golf Course tract recorded in Volume 10833, Page 1355, Real Property Records, Travis County, Texas;

**Thence** with the west line of said 99.1236 acre tract the following two (2) courses and distances:

1. with a curve to the left having a radius of 1336.22 feet, an arc length of 162.60 feet, and a chord length of 162.50 feet bearing S 19°34'01" E;
2. S 23°03'11" E, a distance of 653.79 feet to the south corner of said 99.1236 acre tract;

**Thence** with the east line of said 99.1236 acre tract the following fifteen (15) courses and distances:

1. N 67°51'12" E, a distance of 196.02 feet;
2. N 05°49'53" E, a distance of 1026.24 feet;
3. N 27°56'43" E, a distance of 220.00 feet;
4. N 50°16'46" E, a distance of 940.97 feet;
5. N 37°38'47" E, a distance of 587.58 feet;
6. S 82°39'58" E, a distance of 213.07 feet;
7. S 37°42'05" E, a distance of 141.54 feet;
8. S 76°43'20" E, a distance of 106.73 feet;
9. S 81°19'26" E, a distance of 85.00 feet;
10. N 82°35'14" E, a distance of 57.23 feet;
11. S 66°57'53" E, a distance of 123.24 feet;
12. N 38°25'57" E, a distance of 262.54 feet;
13. N 50°17'31" W, a distance of 726.48 feet;
14. N 14°05'39" E, a distance of 129.80 feet;
15. N 60°12'52" E, a distance of 1286.21 feet;

**Thence** N 52°07'52" E to connect a deed gap, a distance of 38.22 feet to the west line of a 436.9248 acre tract recorded in Document No. 2010094028, Official Public Records, Travis County, Texas;



**Thence** with the west line of said 436.9248 acre tract the following sixty-nine (69) courses and distances:

1. S 39°13'45" E, a distance of 664.93 feet;
2. N 48°13'56" E, a distance of 376.53 feet to the northeast corner of this tract;
3. S 47°29'03" E, a distance of 133.80 feet;
4. S 05°26'41" E, a distance of 302.29 feet;
5. S 10°02'17" E, a distance of 136.53 feet;
6. S 01°20'52" E, a distance of 238.56 feet;
7. S 51°43'27" W, a distance of 281.29 feet;
8. N 71°09'46" W, a distance of 274.57 feet;
9. N 26°37'26" W, a distance of 229.50 feet;
10. N 62°23'14" W, a distance of 73.93 feet;
11. N 78°51'44" W, a distance of 97.11 feet;
12. N 74°46'25" W, a distance of 68.75 feet;
13. N 19°04'34" W, a distance of 233.27 feet;
14. N 66°09'56" W, a distance of 92.44 feet;
15. S 28°48'15" W, a distance of 97.91 feet;
16. S 55°03'26" W, a distance of 385.41 feet;
17. S 35°16'39" E, a distance of 338.29 feet;
18. S 32°27'33" E, a distance of 122.34 feet;
19. S 59°11'05" E, a distance of 133.75 feet;
20. S 39°08'39" E, a distance of 241.72 feet;
21. S 53°51'05" E, a distance of 191.68 feet;
22. S 54°11'42" E, a distance of 278.31 feet;
23. S 44°20'04" E, a distance of 292.50 feet;
24. S 55°27'28" E, a distance of 205.21 feet;
25. S 01°45'41" E, a distance of 143.50 feet;
26. S 49°28'44" W, a distance of 73.14 feet;
27. S 10°02'58" E, a distance of 155.46 feet;
28. N 69°29'08" W, a distance of 243.59 feet;
29. S 61°45'49" W, a distance of 128.97 feet;
30. N 51°13'01" W, a distance of 226.66 feet;
31. S 62°06'35" W, a distance of 183.32 feet;
32. N 58°46'16" W, a distance of 231.51 feet;
33. S 40°23'49" W, a distance of 156.02 feet;
34. N 31°44'10" W, a distance of 53.51 feet;
35. N 71°29'44" W, a distance of 160.71 feet;
36. N 29°00'06" W, a distance of 174.77 feet;
37. N 54°30'52" W, a distance of 123.32 feet;
38. N 70°37'36" W, a distance of 547.57 feet;
39. N 81°47'32" W, a distance of 103.72 feet;
40. S 48°26'46" W, a distance of 187.63 feet;
41. S 26°03'04" W, a distance of 213.77 feet;
42. S 30°15'14" W, a distance of 152.81 feet;
43. S 35°12'20" W, a distance of 70.58 feet;
44. S 54°05'15" W, a distance of 117.64 feet;
45. S 13°43'58" W, a distance of 196.40 feet;

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46. S 23°30'58" W, a distance of 197.56 feet;
47. S 41°39'20" W, a distance of 65.36 feet;
48. S 25°44'02" E, a distance of 199.30 feet;
49. S 84°45'44" W, a distance of 171.08 feet;
50. S 67°03'44" W, a distance of 549.62 feet;
51. S 03°14'42" W, a distance of 3.50 feet;
52. S 03°08'47" E, a distance of 278.08 feet;
53. S 40°32'21" W, a distance of 148.93 feet;
54. S 61°18'15" E, a distance of 659.29 feet;
55. N 16°25'42" E, a distance of 987.35 feet;
56. S 20°39'02" E, a distance of 122.16 feet;
57. S 13°06'05" E, a distance of 244.19 feet;
58. S 85°00'01" E, a distance of 133.58 feet;
59. N 82°44'44" E, a distance of 248.46 feet;
60. S 22°59'48" E, a distance of 138.17 feet;
61. N 89°35'30" E, a distance of 350.31 feet;
62. S 76°15'12" E, a distance of 138.24 feet;
63. S 07°09'04" E, a distance of 331.68 feet;
64. S 84°16'36" E, a distance of 449.17 feet;
65. N 87°12'09" E, a distance of 176.65 feet;
66. S 63°17'35" E, a distance of 290.88 feet;
67. S 70°42'05" E, a distance of 207.99 feet;
68. S 88°23'50" E, a distance of 315.14 feet;
69. S 78°46'13" E, a distance of 238.77 feet to the east line of said 1,115.523 acre tract;

**Thence** with the east line of said 1,115.523 acre tract the following twenty-two (22) courses and distances:

1. S 42°52'30" W, a distance of 587.90 feet;
2. S 43°23'26" W, a distance of 7.46 feet;
3. N 16°46'40" W, a distance of 29.44 feet;
4. N 31°33'53" W, a distance of 39.47 feet;
5. N 60°56'31" W, a distance of 46.30 feet;
6. S 53°30'39" W, a distance of 39.40 feet;
7. S 25°26'22" W, a distance of 38.64 feet;
8. S 10°36'31" W, a distance of 46.78 feet;
9. S 17°12'31" W, a distance of 128.40 feet;
10. S 42°12'18" E, a distance of 24.15 feet;
11. S 42°56'56" W, a distance of 173.94 feet;
12. S 42°54'41" W, a distance of 120.07 feet;
13. S 42°47'25" W, a distance of 120.21 feet;
14. S 42°47'15" W, a distance of 108.40 feet;
15. S 42°43'24" W, a distance of 131.67 feet;
16. S 42°43'22" W, a distance of 120.10 feet;
17. S 42°49'17" W, a distance of 148.02 feet;
18. S 42°34'46" W, a distance of 92.01 feet;
19. S 43°01'19" W, a distance of 206.75 feet;
20. S 42°49'44" W, a distance of 301.25 feet;

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21. S 47°34'32" E, a distance of 410.51 feet;
22. S 42°54'27" W, a distance of 185.92 feet;

**Thence** through said 1,115.523 acre tract the following seven (7) courses and distances:

1. S 61°01'15" W, a distance of 340.42 feet;
2. S 00°11'45" E, a distance of 601.12 feet;
3. S 10°07'15" W, a distance of 200.02 feet;
4. S 58°28'15" W, a distance of 208.41 feet;
5. S 28°11'18" W, a distance of 250.81 feet;
6. S 55°31'45" E, a distance of 36.54 feet;
7. with a curve to the right having a radius of 237.82 feet, an arc length of 151.92 feet, and a chord length of 149.35 feet bearing S 37°09'45" E to the east line of said 1,115.523 acre tract;

**Thence** with the east line of said 1,115.523 acre tract the following two (2) courses and distances:

1. S 18°45'25" E, a distance of 798.51 feet;
2. with a curve to the right having a radius of 20.00 feet, an arc length of 26.10 feet, and a chord length of 24.29 feet bearing S 18°37'55" W to the new northeast right of way line of R.M. 1431 for the southeast corner of this tract;

**Thence** with said new northeast right of way line of R.M. 1431 the following fourteen (14) courses and distances:

1. with a curve to the left having a radius of 622.96 feet, an arc length of 159.85 feet, and a chord length of 159.41 feet bearing of S 48°38'21" W;
2. S 41°17'17" W, a distance of 147.53 feet;
3. with a curve to the right having a radius of 1200.00 feet, an arc length of 273.45 feet, and a chord length of 272.86 feet bearing S 86°31'12" W;
4. N 03°02'54" E, a distance of 50.00 feet;
5. with a curve to the right having a radius of 1150.00 feet, an arc length of 1342.41 feet, and a chord length of 1267.48 feet bearing N 53°30'39" W;
6. N 45°03'45" E, a distance of 27.67 feet;
7. N 24°32'50" W, a distance of 199.86 feet;
8. N 24°32'50" W, a distance of 190.72 feet;
9. N 24°32'50" W, a distance of 219.85 feet;
10. S 72°47'11" W, a distance of 148.40 feet;
11. with a curve to the left having a radius of 1195.92 feet, an arc length of 50.68 feet, and a chord length of 50.68 feet bearing N 36°21'28" W;
12. N 72°47'11" E, a distance of 114.50 feet;
13. with a curve to the left having a radius of 1450.00 feet, an arc length of 138.13 feet, and a chord length of 138.08 feet bearing N 41°21'58" W;
14. N 44°05'43" W, a distance of 109.72 feet to the west line of said 1,115.523 acre tract;

**Thence** with the west line of said 1,115.523 acre tract the following nineteen (19) courses and distances:

1. N 09°07'49" W, a distance of 22.02 feet;
2. N 15°11'10" W, a distance of 58.26 feet;
3. N 19°51'29" W, a distance of 54.61 feet;
4. N 35°47'23" W, a distance of 218.12 feet;

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5. N 19°20'26" W, a distance of 69.60 feet;
6. N 12°07'20" W, a distance of 112.79 feet;
7. N 03°11'38" E, a distance of 105.70 feet;
8. N 00°30'23" W, a distance of 51.36 feet;
9. N 08°26'54" E, a distance of 66.93 feet;
10. N 15°08'46" W, a distance of 85.64 feet;
11. N 16°51'17" W, a distance of 25.03 feet;
12. N 19°40'46" W, a distance of 25.03 feet;
13. N 25°52'14" W, a distance of 25.01 feet;
14. N 43°45'39" W, a distance of 146.47 feet;
15. N 52°15'08" W, a distance of 27.21 feet;
16. N 69°47'18" W, a distance of 94.70 feet;
17. N 68°04'55" W, a distance of 196.90 feet;
18. N 28°33'43" E, a distance of 973.27 feet;
19. N 60°47'38" W, a distance of 212.89 feet to the southeast corner of said 24.842 acre tract;

**Thence** with the south line of said 24.842 acre tract the following two (2) courses and distances:

1. N 60°59'36" W, a distance of 133.92 feet;
2. N 62°40'36" W, a distance of 338.02 feet to the northeast corner of said 56.765 acre tract;

**Thence** S 54°22'19" W with the east line of said 56.765 acre tract, a distance of 251.47 feet to the northeast corner of said 15.163 acre tract;

**Thence** with the east and south lines of said 15.163 acre tract the following twelve (12) courses and distances:

1. S 54°16'51" W, a distance of 154.89 feet;
2. S 33°14'56" W, a distance of 92.21 feet;
3. S 32°52'51" W, a distance of 93.00 feet;
4. N 85°38'09" W, a distance of 165.80 feet;
5. S 77°19'51" W, a distance of 167.03 feet;
6. S 37°16'51" W, a distance of 384.61 feet;
7. S 30°01'51" W, a distance of 92.78 feet;
8. S 37°42'51" W, a distance of 319.03 feet;
9. S 42°44'51" W, a distance of 295.99 feet;
10. S 08°52'51" W, a distance of 174.88 feet to the north right of way line of R.M. 1431;
11. with a curve to the right having a radius of 2804.79 feet, an arc length of 221.60 feet, and a chord length of 221.54 feet bearing N 65°35'23" W;
12. N 63°19'33" W, a distance of 80.01 feet to the southwest corner of said 15.163 acre tract and the southeast corner of said 56.765 acre tract;

**Thence** with the south line of said 56.765 acre tract and the north right of way line of said R.M. 1431 the following eight (8) courses and distances:

1. N 63°17'40" W, a distance of 179.65 feet;
2. N 53°20'42" W, a distance of 101.33 feet;
3. N 62°38'56" W, a distance of 105.41 feet;

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4. N 62°38'56" W, a distance of 48.63 feet;
5. N 78°02'14" W, a distance of 179.45 feet;
6. with a curve to the left having a radius of 686.78 feet, an arc length of 283.40 feet, and a chord length of 281.39 feet bearing N 80°19'02" W;
7. S 87°44'59" W, a distance of 60.77 feet;
8. with a curve to the left having a radius of 766.34 feet, an arc length of 119.55 feet, and a chord length of 119.43 feet bearing S 83°18'04" W to the southwest corner of said 56.765 acre tract and the southeast corner of said 20.12 acre tract;

**Thence** with the south line of said 20.12 acre tract and the north right of way line of said R.M. 1431 the following three (3) courses and distances:

1. with a curve to the left having a radius of 761.40 feet, an arc length of 335.75 feet, and a chord length of 333.04 feet bearing S 66°07'02" W;
2. S 53°29'37" W, a distance of 139.13 feet;
3. with a curve to the right having a radius of 982.85 feet, an arc length of 358.20 feet, and a chord length of 356.22 feet bearing S 63°58'39" W to the southwest corner of said 20.12 acre tract and the southeast corner of said 142.311 acre tract;

**Thence** S 74°23'08" W with the south line of said 142.311 acre tract and the north right of way line of said R.M. 1431, a distance of 636.90 feet to the southwest corner of said 142.311 acre tract;

**Thence** N 18°27'27" W with the west line of said 142.311 acre tract, a distance of 2672.52 feet to the west line of said 142.311 acre tract and the east line of said 135.653 acre tract;

**Thence** S 27°32'00" W with the east line of said 135.653 acre tract, a distance of 634.80 feet;

**Thence** with the south line of said 135.653 acre tract the following nine (9) courses and distances:

1. N 60°33'33" W, a distance of 426.90 feet;
2. N 60°58'17" W, a distance of 351.89 feet;
3. N 61°44'47" W, a distance of 60.85 feet;
4. N 60°37'26" W, a distance of 126.42 feet;
5. N 58°31'54" W, a distance of 75.27 feet;
6. N 56°21'21" W, a distance of 140.14 feet;
7. N 35°52'29" E, a distance of 40.41 feet;
8. N 61°34'08" W, a distance of 133.07 feet;
9. N 65°11'24" W, a distance of 48.85 feet to the southwest corner of said 135.653 acre tract and the east line of said 925.6 acre tract;

**Thence** with the east line of said 925.6 acre tract the following eight (8) courses and distances:

1. N 61°58'14" W, a distance of 42.67 feet;
2. S 28°53'46" W, a distance of 572.05 feet;
3. S 73°07'46" W, a distance of 83.40 feet;
4. N 74°28'14" W, a distance of 38.38 feet;
5. S 21°05'46" W, a distance of 66.61 feet;
6. S 21°05'46" W, a distance of 10.33 feet;
7. S 26°56'46" W, a distance of 2507.40 feet;
8. S 28°53'46" W, a distance of 1407.20 feet to the Point of Beginning;

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Containing 2,118.6 acres of land, more or less.

**Basis of Bearing:** The angular relationship of the bearings stated hereon is the same as the deeds of record recited above. Bearings stated hereon are based on a deed compilation of all properties owned by Lookout Partners, L.P. and Key-Deer Holdings, L.P. in this area and rotated to fit the newly aligned right of way of R.M. 1431 per TxDOT right of way maps and deeds and shown to be based on the Texas Coordinate System, NAD 83, Central Zone.

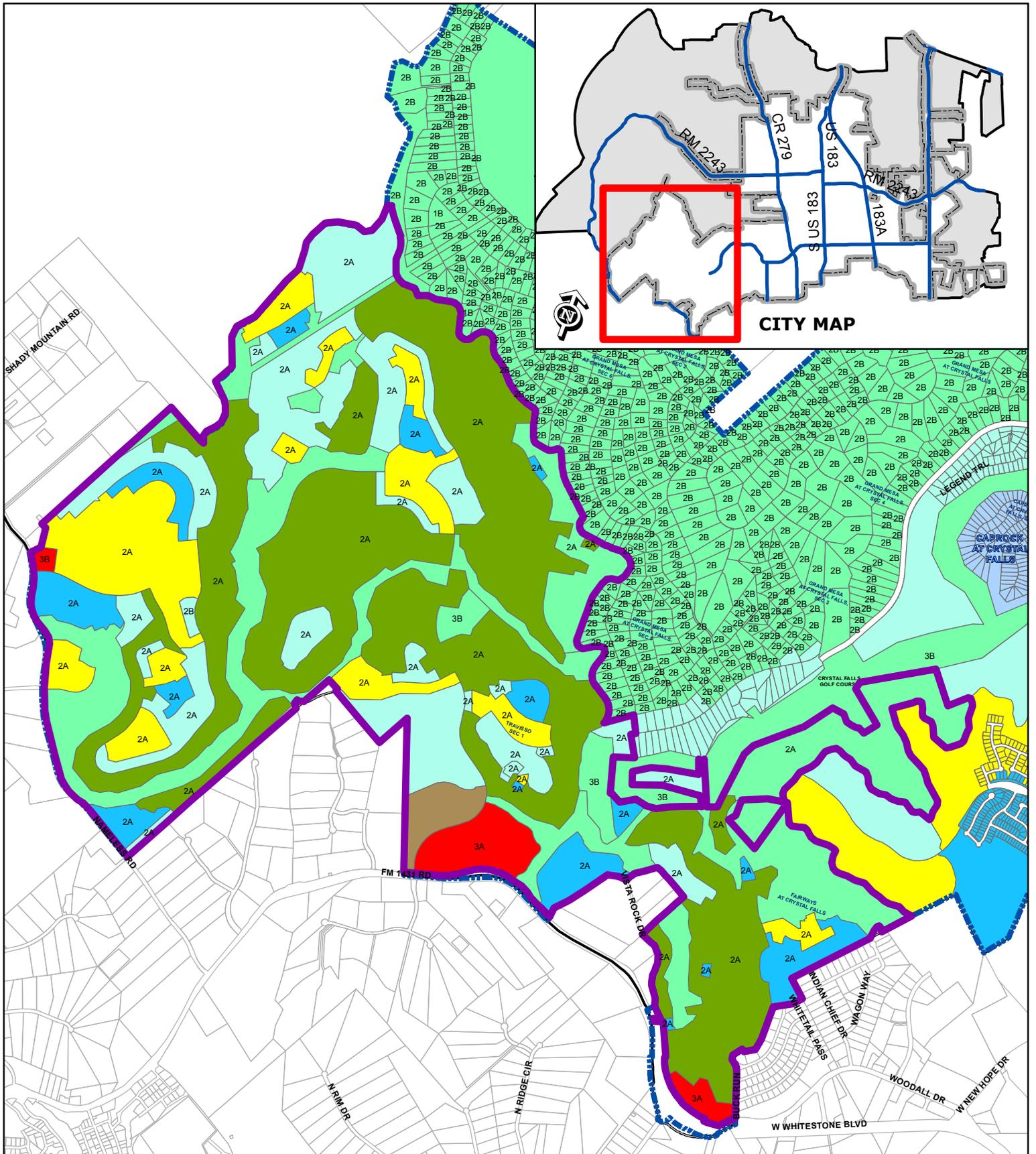
This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



2-28-12

Aaron S. Burrell, R.P.L.S. No. 5689  
G & R Surveying, LLC  
State of Texas

G&R Surveying project no. 11211



**EXHIBIT B**

**Zoning Case  
13-Z-026**

Travisso PUD



-  Subject Property
-  City Limits
-  Future Annexation Per DA
-  Involuntary Annexation
-  Voluntary Annexation

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

0 800  
Feet

**Travisso Planned Unit Development**

**I. General Notes**

- A. The PUD consists of approximately 2118.6 acres (the “Property”) located in Travis County, Leander, Texas formerly known as Crystal Falls West or Nameless Valley Ranch, as particularly described in Exhibit A attached to this PUD ordinance.
- B. Except as otherwise provided in this PUD ordinance, the Property and PUD shall be governed by the Composite Zoning Ordinance of the City of Leander in effect as of the date of this PUD Ordinance (the “Zoning Ordinance”). Any capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Zoning Ordinance.

**II. Zoning Districts**

- A. The PUD consists of three use districts depicted on Exhibit 1, the Conceptual Site Layout & Land Use Plan attached hereto, including:
  - 1. MU (Mixed Use) containing approximately 64.3 acres;
  - 2. COM (Commercial) containing approximately 16.6 acres; and
  - 3. RES (Residential) containing approximately 2,037.7 acres.

**III. Use Components**

- A. Allowed Uses. The following table contains the Use Components allowed within the zoning use district boundaries shown on Exhibit 1 attached to this PUD ordinance.

Use	RES District	MU District	COM District	Allowed with Limitations (See Section III.D)	Allowed %
Single Family Compact (SFC)	X				20% max
Single Family Urban (SFU)	X				N/A
Single Family Suburban (SFS)	X				20% min
Single Family Estate (SFE)	X				25% min
Single Family Rural (SFR)	X				
Single Family Townhome (SFT)		X			50% acreage & 300 units max
Single Family Limited (SFL)		X			
Multi-Family (MF)		X			
General Commercial (GC)		X	X	X	N/A

B. RES District Permitted Uses and Limitations.

1. The Property will be developed to include not less than 2,100 and not more than 3,173 single-family residential lots.
2. Single-family residential lots in the RES District may be developed by the owner of the Property utilizing SFC, SFE, SFR, SFU and SFS Use Components, as more particularly set forth in Exhibit 2 attached to this PUD ordinance, in accordance with the following requirements:
  - (a) SFC – the maximum percentage of SFC lots allowed to be developed in the project is 20% of the total lots developed in the PUD (635 lots, if the maximum 3,173 single-family residential lots are developed in the PUD);
  - (b) SFE and SFR – the minimum percentage of SFE and SFR lots is 25% of the total lots developed in the PUD (793 lots, if the maximum 3,173 single-family residential lots are developed in the PUD); and
  - (c) SFU and SFS – any lots not developed as SFC lots may be developed as SFU, SFS, SFE, and SFR lots; the minimum percentage of SFS lots is 20% of the total lots developed in the PUD, provided the PUD shall not include more than 3,173 single-family residential lots.
3. A minimum of 250' buffer area adjacent to Grand Mesa/Northern Crystal Falls residential property, as shown in the hatched area on Exhibit 1 attached to this PUD ordinance, may be developed as SFE and SFR Use Components only.

C. Mixed Use District Use Limitations.

1. Mixed Use is defined as combining different permitted uses in the same building and/or having multiple permitted uses within the MU District. The different uses are not required to be within the same building or the same Legal Lot or Legal Tract.
2. No more than 50% of the gross acreage in the MU district may be developed utilizing MF, SFL and/or SFT Use Components. No more than 300 MF Units may be developed in the PUD. The remainder of the property in the MU District shall be utilized for commercial uses permitted in the COM District or open space.

D. General Commercial District Permitted Uses and Limitations.

1. All uses permitted in the GC use component of the Zoning Ordinance are permitted in the COM District except for the following:
  - (a) Venues with a primary use of live, amplified outdoor music;
  - (b) Outdoor animal boarding;
  - (c) Animal crematory;
  - (d) Farms or truck gardens;
  - (e) Funeral homes;
  - (f) Manufactured housing and accessory building sales;

- (g) Office/Warehouse including painting, plumbing or other similar commercial service; provided that professional offices, medical offices, public offices, and similar offices are permitted;
- (h) Vehicle and major equipment sales, rental or leasing, unless such use is only a secondary and incidental part of the commercial use of such site;
- (i) Auto body shop; and
- (j) Processing of dry cleaning on premises.

#### **IV. Site and Architectural Components and Standards**

##### **A. RES District.**

1. Development Standards for each Use Component are shown on the table attached as Exhibit 2 to this PUD ordinance. This table sets out lot size, home size, setback, architectural, masonry, and landscaping, increasing the standards of many traditional zoning categories. To the extent that these requirements are inconsistent with the requirements of Article V (Site Components), Article VI (Site Standards), Article VII (Architectural Components), and Article VIII (Architectural Standards) of the Zoning Ordinance, the Development Standards set forth in this PUD ordinance and Exhibit 2 attached hereto will apply.
2. Development in the RES District of the PUD will comply with the Type 2 site component.
3. Temporary model home parking areas are permitted uses in the RES District in areas adjacent to or nearby model home sales areas for a maximum of ten (10) years after the issuance of a site development permit for such parking area. In addition to authorized materials, such temporary parking areas may be constructed with crushed granite.

##### **B. MU District.**

1. Development in the MU District of the PUD will comply with one of the following Use, Site and Architectural Component standards:
  - (a) MF-2-B;
  - (b) MF-2-A;
  - (c) SFT-2-B;
  - (d) SFL-1-B or
  - (e) GC-3-A.
2. The architectural standard in the MU District shall require 100% masonry on walls of structures visible from a greenbelt.

##### **C. COM District. Development in the COM District will comply with one of the following Use, Site and Architectural Component standards:**

1. GC-3-A

## **Signage**

- D. Tertiary entrance signs constructed within the PUD shall be regulated by Ordinance No. 03-023-00 and the Zoning Ordinance, with the following exceptions. Tertiary entrance signs may be located at the entryway into sections within the PUD and are permitted only in subdivisions that exceed fifty (50) acres. They may be used to identify various sections that are fifteen (15) acres or greater in size in order to enhance direction within the PUD. Tertiary entrance signs shall be comprised entirely of stone or masonry, with engraved lettering set within the stone or with pin-mounted aluminum or steel letters. The sign face of tertiary entrance signs shall be limited to a total size of twelve (12) square feet. The owner shall submit to the city restrictive covenants providing for perpetual maintenance of such signs by the homeowners' association for Travisso before a permit will be issued for such signs.

## **V. Lighting**

- A. Lighting constructed or installed within the PUD shall be regulated by Section 12 of Article V (Site Component) of the Zoning Ordinance in effect as of the date of this PUD Ordinance; provided, however, that all street lighting along Travisso Parkway will be decorative poles with energy efficient LED light fixtures.

## **VI. Sidewalks**

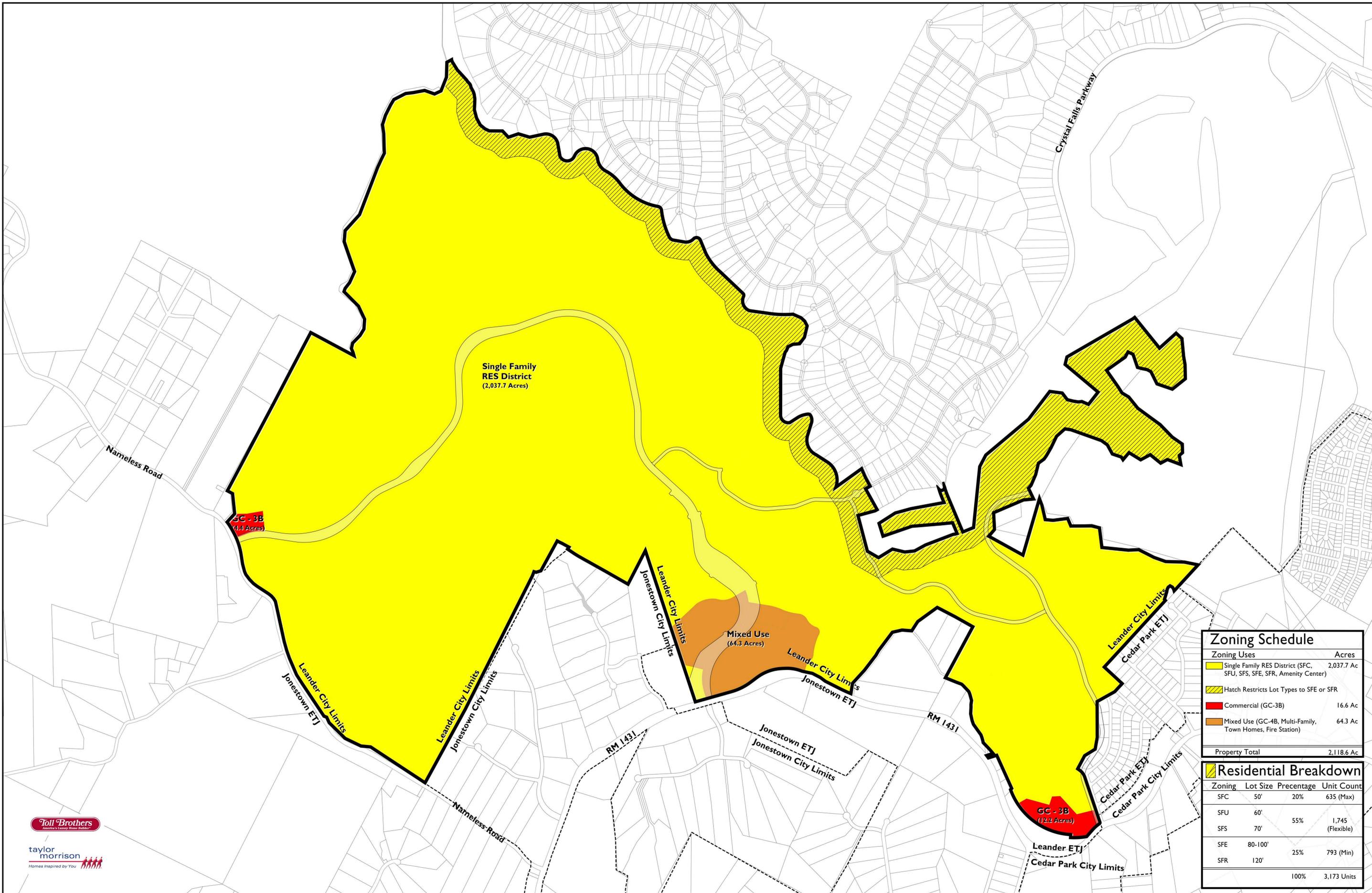
- A. Pedestrian sidewalks are not required to be constructed or installed within the PUD along the portions of RM 1431 abutting the Property unless and until such time as the Texas Department of Transportation improves RM 1431 in such areas abutting the Property for the purpose of providing areas for pedestrian facilities, at which time sidewalks shall be constructed or installed along the portions of RM 1431 abutting the Property in a timely manner. The foregoing provision shall automatically expire and be of no force and effect on November 1, 2037.
- B. Sidewalks will be provided internally to all properties developed in the Mixed Use Areas, developed commercially, or developed as multi-family to maintain pedestrian connectivity to sidewalks abutting Divided Collector Road (Travisso Parkway) and Neighborhood Collector Road (Osage).

## **VII. Fencing**

- A. Fencing will be limited to wrought iron or tubular metal when constructed along greenbelts.

**Exhibit 1**

**Conceptual Site Layout & Land Use Plan**



Zoning Schedule	
Zoning Uses	Acres
Single Family RES District (SFC, SFU, SFS, SFE, SFR, Amenity Center)	2,037.7 Ac
Hatch Restricts Lot Types to SFE or SFR	
Commercial (GC-3B)	16.6 Ac
Mixed Use (GC-4B, Multi-Family, Town Homes, Fire Station)	64.3 Ac
<b>Property Total</b>	<b>2,118.6 Ac</b>

Residential Breakdown			
Zoning	Lot Size	Percentage	Unit Count
SFC	50'	20%	635 (Max)
SFU	60'		
SFS	70'	55%	1,745 (Flexible)
SFE	80-100'		
SFR	120'	25%	793 (Min)
		<b>100%</b>	<b>3,173 Units</b>



**Exhibit 2**

**RES District Development Standards**

**RES DISTRICT MINIMUM STANDARDS**

Zoning Use Component	Interior			Corner			Building Sq Foot	Front Setback	Side Setbacks	Street Side Setback	Rear Setback	Architectural / Masonry Req	Landscaping
	Lot Width	Lot Depth	Lot Area	Lot Width	Lot Depth	Lot Area							
SFC	50	130	6500	60	130	7800	1400	20 (25 street facing garage)	5	15 (20 street facing garage)	10	65% - Overall 85% Front Elev 100% - Sides & rear on one story homes 100% - 1st Floor all sides on two story homes 100% - 2nd Floor Side & Rear facing street & greenbelts	Trees: 2 x 3" hardwood  Shrubs - 20 x 5 Gal  Shrubs - 20 x 1 Gal - OG, GC, P  Turf - Bermuda or Zoysia  AC Units, Dry Utility pedestals must be screened. 24" min ht at planting 36" w/in 1-2 years
SFU	60	130	7800	70	130	9100	1850	20 (25 street facing garage)	5	15 (20 street facing garage)	15	65% - Overall 85% Front Elev 100% - Sides & rear on one story homes 100% - 1st Floor all sides on two story homes 100% - 2nd Floor Side & Rear facing street & greenbelts	Trees: 2 x 3" hardwood, 1 x 2" ornamental  Shrubs - 20 x 5 Gal  Shrubs - 20 x 1 Gal - OG, GC, P  Turf - Bermuda or Zoysia  AC Units, Dry Utility pedestals must be screened. 24" min ht at planting 36" w/in 1-2 years
SFS	70	130	9100	80	130	10400	2400	20 (25 street facing garage)	5	15 (20 street facing garage)	15	65% - Overall 85% Front Elev 100% - Sides & rear on one story homes 100% - 1st Floor all sides on two story homes 100% - 2nd Floor Side & Rear facing street & greenbelts	Trees: 3 x 3" hardwood, 1 x 2" ornamental  Shrubs - 25 x 5 Gal  Shrubs - 25 x 1 Gal - OG, GC, P  Turf - Bermuda or Zoysia  AC Units, Dry Utility pedestals must be screened. 24" min ht at planting 36" w/in 1-2 years
SFE	80	150	12000	90	150	13500	2600	20 (25 street facing garage)	7.5	15 (20 street facing garage)	15	65% - Overall 85% Front Elev 100% - Sides & rear on one story homes 100% - 1st Floor all sides on two story homes 100% - 2nd Floor Side & Rear facing street & greenbelts	Trees: 4 x 3" hardwood, 1 x 2" ornamental  Shrubs - 30 x 5 Gal  Shrubs - 30 x 1 Gal - OG, GC, P  Turf - Bermuda or Zoysia  AC Units, Dry Utility pedestals must be screened. 24" min ht at planting 36" w/in 1-2 years
SFR	120	160	19200	120	160	19200	3000	25 (30 street facing garage)	7.5	15 (20 street facing garage)	15	65% - Overall 85% Front Elev 100% - Sides & rear on one story homes 100% - 1st Floor all sides on two story homes 100% - 2nd Floor Side & Rear facing street & greenbelts	Trees: 4 x 3" hardwood, 2 x 2" ornamental  Shrubs - 40 x 5 Gal  Shrubs - 40 x 1 Gal - OG, GC, P  Turf - Bermuda or Zoysia  AC Units, Dry Utility pedestals must be screened. 24" min ht at planting 36" w/in 1-2 years

GENERAL NOTES

OG - Ornamental Grasses  
GC - Ground Cover  
P - Perennials



**Executive Summary**

**April 03, 2014**

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**Agenda Subject:** Zoning Case #14-Z-004: Consider action on the rezoning of two parcels of land located at 409 & 503 Horseshoe Drive for 3.37 acres more or less; Parcels #R036482 and R036483. Currently, the property is zoned TF-2-B (Two-Family). The property is proposed to be zoned MF-2-B (Multi-Family), Leander, Williamson County, Texas.

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

**Origination:** Applicant: Gary Eli Jones on behalf of Ricky Shipman

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission recommended approval of the MF-2-A (Multi-Family) district with the condition that the density is limited to 15 units per acre. The motion passed with a 4 to 2 vote at the March 13, 2014 meeting. The City Council approved the Planning & Zoning Commission recommendation with a 5 to 1 vote at the March 20, 2014 meeting.

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Letter of Intent
5. Ordinance

**Prepared By:** Tom Yantis, AICP  
Development Services Director

03/26/2014



## PLANNING ANALYSIS

ZONING CASE 14-Z-004  
409 and 503 Horseshoe Dr

### GENERAL INFORMATION

**Owner:** Ricky Shipman

**Current Zoning:** TF-2-B (Two-Family)

**Proposed Zoning:** MF-2-B (Multi-Family)

**Size and Location:** The property is at 409 & 503 Horseshoe and is approximately 3.37 acres in size.

**Staff Contact:** Martin Siwek, GISP  
Planner

### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	TF-2-B MF-2-B	Developed Single Family Home Developed Single Family Home
EAST	GC-3-C	Developed Commercial Property
SOUTH	SFU/MH-2-B	Developed Single Family Homes
WEST	SFU/MH-2-B	Developed Single Family Home

<b>COMPOSITE ZONING ORDINANCE INTENT STATEMENTS</b>
---

**USE COMPONENTS:****MF – MULTI-FAMILY:**

*Features:* Apartments (25 un./ac. if Type A; 18 un./ac. if Type B)

*Intent:* Development of multi-family dwelling structures. Such components are generally intended to serve as a buffer between single-family neighborhoods and more intensive uses such as commercial uses or arterial roadways. Such components are also intended to create more variety in housing opportunities and in the fabric of the community but are intended to be utilized in small areas to avoid large tracts devoted to strictly multi-family residential development. The goal is to avoid more than twenty-five (25) acres of contiguous land having a Multi-Family component. Access should be provided by a collector or higher classification street.

**SITE COMPONENT:****TYPE 2:**

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

*Intent:*

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

**ARCHITECTURAL COMPONENTS:****TYPE B**

*Features:* 85% masonry 1<sup>st</sup> floor, 50% overall; 4 or more architectural features.

*Intent:*

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

**COMPREHENSIVE PLAN STATEMENTS:**

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Plan for future development that is compatible with existing residential neighborhoods.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.

**ANALYSIS:**

The property is presently zoned TF-2-B (Two-Family) district, and the applicant is requesting to rezone the property to MF-2-B (Multi-Family) district. Immediately north of this property is a TF-2-B district with a developed single family home, and a MF-2-B district with a developed single family home. The property to the east is zoned as GC-3-C (General Commercial) and is a developed commercial property. The southern properties are zoned SFU/MH-2-B (Single Family Urban / Manufactured Home), and are developed with single family homes. The property to the west is zoned SFU/MH-2-B and is developed with a single family home.

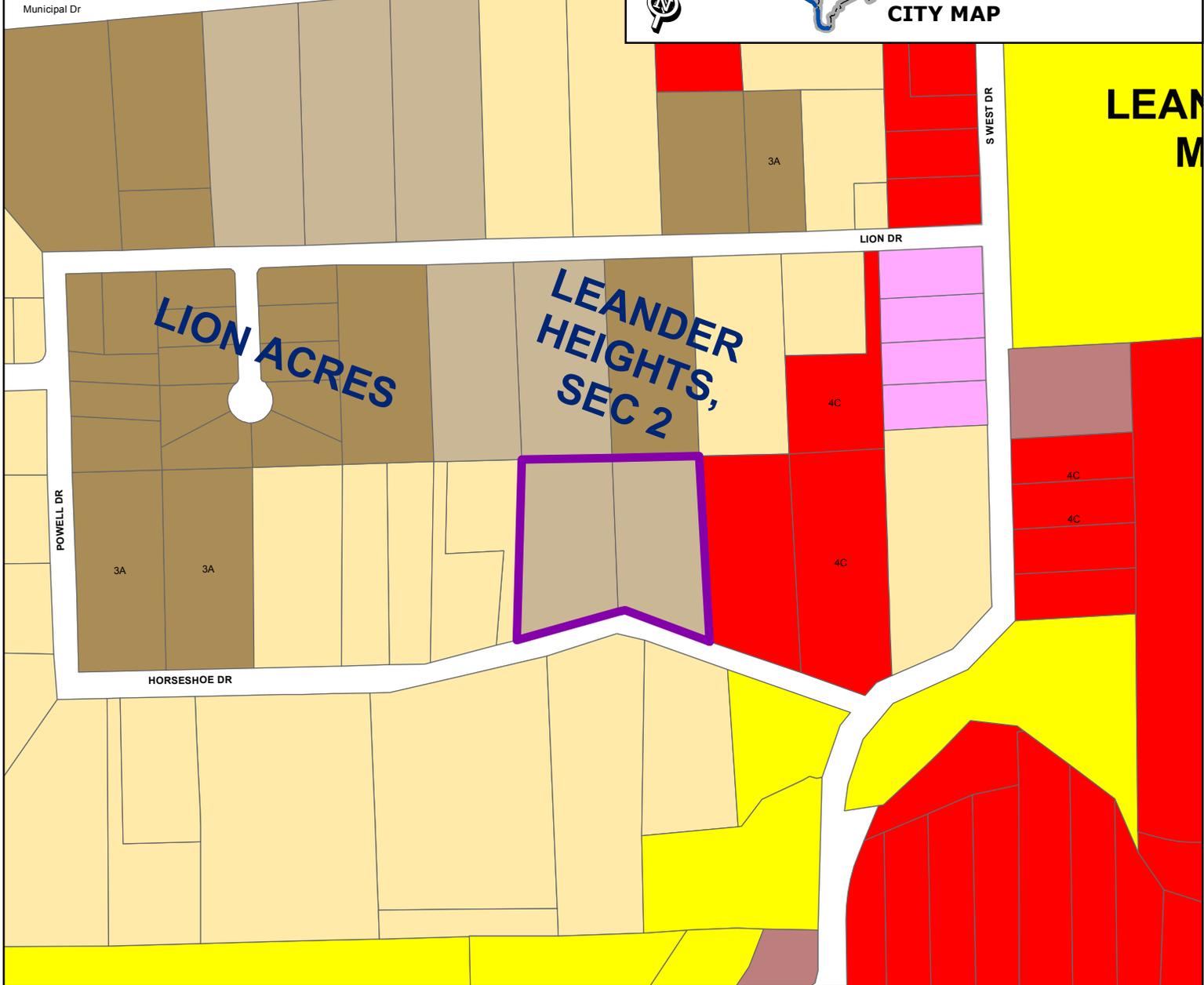
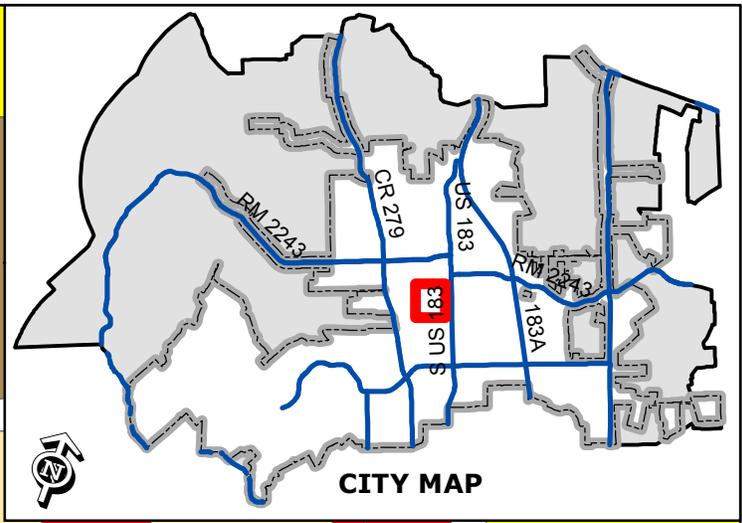
This property was requested to be rezoned from SFU/MH-2-B to TF-2-B at the June 13<sup>th</sup>, 2013 Planning and Zoning Commission meeting. The request was approved by the Commission, and subsequently approved by the City Council.

The intent of the Multi-Family district is to serve as a buffer between single family uses, and more intensive commercial developments or arterial class roadways. The goal is to create more variety in housing, while seeking to avoid creating a zoning district of Multi-Family larger than 25 acres. Additionally, access to Multi-Family zoned property should be provided to the property through the use of a collector street. The Type B architectural requirement will allow for 18.0 units/acre, and the Type A architectural requirement would allow for 25.0 units/acre. Additionally, the Type 2 site component requires that 35% of the units are provided with an enclosed garage parking space.

**STAFF RECOMMENDATION:**

The applicant's request meets several of the intent statements for the Multi-Family district. It would provide a buffer between existing single family developments to the west and buffer more intensive commercial developments immediately to the east. The property is approximately three and a half acres, and avoids forming a 25 acre contiguous tract of Multi-Family zoning.

However, the property is located on a residential class street, and fails to meet the intent statement for locating Multi-Family districts on collector or higher classified streets. Staff recommends approval of this request, as the proposed request does satisfy the majority of the intent statements outlined in the composite zoning ordinance. The Commission may wish to consider limiting the unit density of the property given the project's size.



**ZONING CASE 14-Z-004**

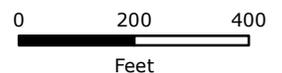
**Attachment #2**

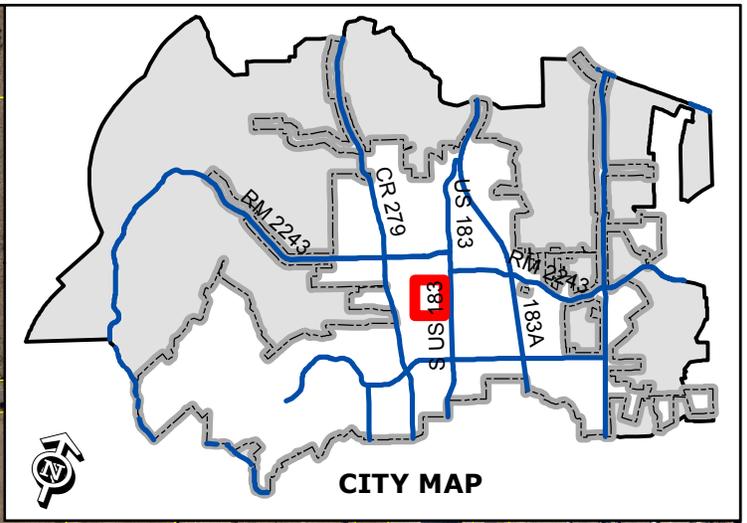
Current Zoning Map  
409 & 503 Horseshoe Dr



- City Limits
- Subject Property
- Future Annexation Per DA
- Involuntary Annexation
- Voluntary Annexation

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



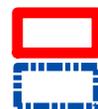


### ZONING CASE 14-Z-004 Attachment #3

Aerial Exhibit - Approximate Boundaries  
409 & 503 Horseshoe Dr

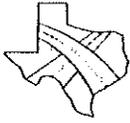


0 200  
Feet



Subject Property

City Limits



Firm # 10967



February 10, 2014

To: Ms. Robin Griffin, AICP  
Senior Planner  
City of Leander

From: Gary Eli Jones, P.E.

Re: 409 and 503 Horseshoe Drive Zoning Application

---

On behalf of the Owner, CarTex Engineering is submitting a request for zoning change to the referenced property from TF-2-B to MF-2-B. The Owner intends on developing a fourplex style of development on the property within the limits of the multi-family zoning maximum density. Due to the configuration of the property, it is highly unlikely the property will support any more than 15 units per acre. The zoning request is consistent with other zoning in the immediate vicinity and close to an existing collector. Utility extensions to provide fire flows for the property have already been submitted to the City for review and are pending the final approval of this zoning case.

The boundary of the proposed zoning change is defined as Lot 21 and 22, Block "B" of the Leander Heights Section 2 Final Plat recorded in Cabinet 5, Slide 105, Williamson County Official Records.

The topography of the site is relatively flat with slopes less than two (2) percent. The property has a few trees around where the previous mobile homes were located on the property consisting of Hackberry, Oak and Mountain Laurel. There are no defined waterways that cross the property and there are currently no existing structures located on either lot. There are remnants of the previous mobile homes such as utility poles and impervious cover located on the property that will be removed when the property is developed.

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

Sincerely,

Gary Eli Jones, P.E.  
President

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING TWO PARCELS OF LAND FROM TF-2-B (TWO-FAMILY) TO MF-2-B (MULTI-FAMILY); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Applicability.** This ordinance applies to the following parcel of land, which is herein referred to as the "Property:" That certain portion of a parcel of land being 3.37 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 409 & 503 Horseshoe Drive, Leander, Texas; legally described as Lot 21 and Lot 22, Block B, Leander Heights, Section 2, more particularly described in Document Number 2013000842 of the Official Public Records of Williamson County, Texas, and identified by tax identification numbers R036482 and R036483.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from TF-2-B (Two-Family) to MF-2-B (Multi-Family) with the condition that the density is limited to 15 units per acre.

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

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

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

**PASSED AND APPROVED** on First Reading this the 20<sup>th</sup> day of March, 2014.  
**FINALLY PASSED AND APPROVED** on this the 3<sup>rd</sup> day of April, 2014.

**THE CITY OF LEANDER, TEXAS**

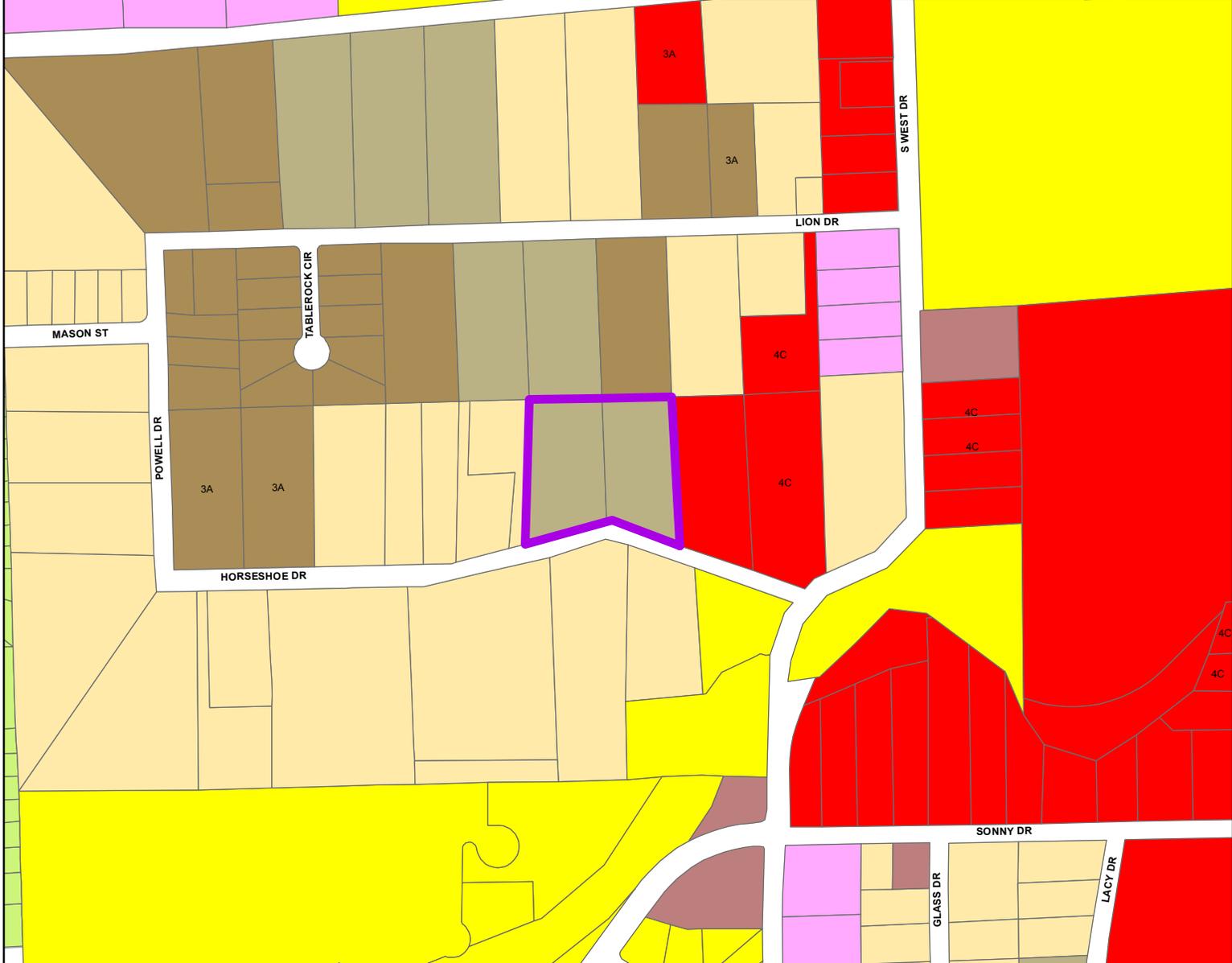
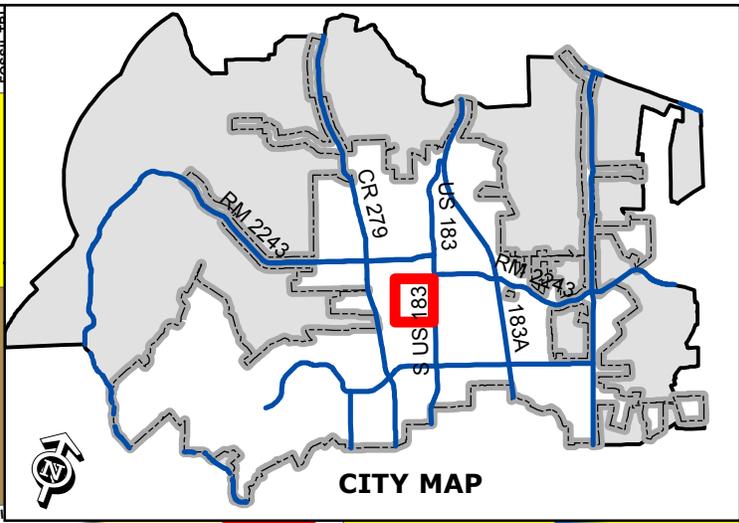
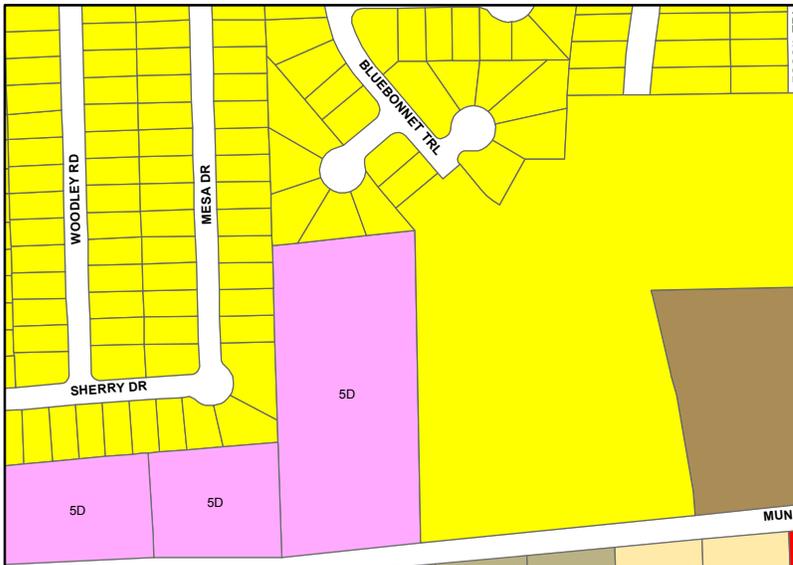
**ATTEST:**

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Christopher Fielder, Mayor

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Debbie Haile, City Secretary



# EXHIBIT A

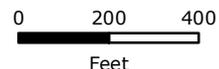
## Zoning Case 14-Z-004

409 & 503 Horseshoe Drive



-  Subject Property
-  City Limits
-  Future Annexation Per DA
-  Involuntary Annexation
-  Voluntary Annexation

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





**Executive Summary**

**April 3, 2014**

**Council Agenda Subject:** Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Connelly's Crossing, Phase 1A

**Background:** The subdivision infrastructure improvements required for Connelly's Crossing, Phase 1A 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 **April 3, 2014**, which will provide warranty and maintenance coverage for the infrastructure improvements through **April 3, 2016**. 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 Connelly's Crossing, Phase 1A.

**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

ENGINEER'S CONCURRENCE LETTER  
FOR FINAL INSPECTION AND  
ENGINEERING RELEASE

DATE: March 21, 2014  
PROJECT NAME: Connelly's Crossing Subdivision Phase 1A  
ADDRESS: Sunny Drive and Peregrine Way, Leander Texas  
OWNER: Oryx Holdings, LLC  
Blake A. Rue  
P.O. Box 302663  
Austin, Texas 78703

On this day March 21, 2014, I, the undersigned professional engineer or my representative made a final visual inspection of the above referenced project. I also have visited the site during construction and observed that the site grading, drainage structures and pond(s) were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

All street, drainage, curbs, gutters, inlets, wet pond, water and wastewater facilities and similar construction items. Except for the following remaining items that are being completed:

Engineering:

- Cut away roots intruding into offsite drainage swale and paint the wounds.
- Re-seed the disturbed soil
- 4 inlet tops have not yet been replaced with Leander inlet covers and "No Dumping" medallions. Materials are expected to be delivered on 3/31

Parks:

1. Remove silt fencing and smooth trenches (downstream of pond outfall, but within Veterans' park site)
2. Make sure that the 2" tap/water valve is operable (NW corner of park)
3. Tighten bolts on electrical box

Signature

By: \_\_\_\_\_

Hunter Shadburne, P.E. Design Engineer

Date: \_\_\_\_\_

3/21/14

Cc: Ins Spokes  
Blake Rue  
Britt Benton  
Chuck Rice





same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 19<sup>th</sup> day of February, 2014.

Principal:

**Brownstone Construction, Ltd.**, a Texas limited partnership

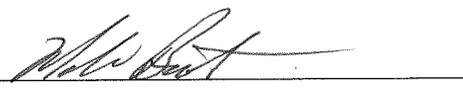
By: Brownstone Construction GP, LLC,  
its general partner

By:   
Wil Brown, Vice President

Address: 6517 Mapleridge  
Houston, TX 77081

Surety:

**Travelers Casualty and Surety Company  
of America**

By:   
Name: Marc W. Boots  
Title: Attorney-in-Fact

Address: 4650 Westway Park Blvd.  
Houston, TX 77041

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

Marc W. Boots  
818 Town & Country Boulevard, Suite 500  
Houston, TX 77024

(Seal)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226295

Certificate No. 005391687

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Marc W. Boots, Vickie Lacy, P. T. Osburn, Susan Shoemake, Maria D. Zuniga, Richard Covington, and Joseph R. Aulbert

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of March, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 4th day of March, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

**1-800-328-2189**

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](mailto:ConsumerProtection@tdi.state.tx.us)

### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR BOND:**

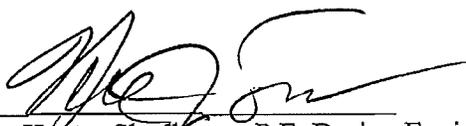
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

ENGINEER'S CERTIFICATION  
OF FINAL CONSTRUCTION COST

DATE: March 20, 2014  
PROJECT NAME: Connelly's Crossing Subdivision Phase 1A  
ADDRESS: Sunny Drive and Peregrine Way, Leander Texas  
OWNER: Oryx Holdings, LLC  
Blake A. Rue  
P.O. Box 302663  
Austin, Texas 78703

Based on the review of the final pay application (draw request #17) delivered by the contractor to the owner and based upon observation of the completed project I certify to the City the final as-built construction cost of \$ 1,448,000.

Signature

By:   
Hunter Shadburne, P.E. Design Engineer

Date: 3/20/14

Attachment:

Pay Application (see items #9, #10 page 2 of 4)

Cc: Ins Spokes  
Blake Rue  
Britt Benton



# APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 4 Pages

**From:**  
 Crossroads Housing Development Corp  
 201 NE 7th St  
 Big Springs, Tx 79721

**To:**  
 DDC Merritt Legacy, Ltd.  
 1904 W. 35th St.  
 Austin, Tx 78703

**Project:**  
 100312  
 Merritt Legacy  
 1350 Sonny Dr.  
 Leander, Tx 78641

**Application No:** 17  
**Application Date:** 2/28/2014  
**Period To:** 2/28/2014  
**Contract Date:** 10/24/2012  
**Architects Project#:**

A Item No	B Description of Work	C Contract Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G/C)	I Balance To Finish (C-G)	J Retainage (If Variable Rate)
			From Previous Application (D + E)							
1	Construction Staking	30,000.00	30,000.00		0.00	0.00	30,000.00	100	0.00	0.00
2	Erosion Control	6,000.00	6,000.00		0.00	0.00	6,000.00	100	0.00	0.00
3	Ret. Walls & Site Wrk Extras	155,000.00	155,000.00		0.00	0.00	155,000.00	100	0.00	0.00
4	Builders Risk Policy & GL	106,000.00	106,000.00		0.00	0.00	106,000.00	100	0.00	0.00
5	Excavation-Site Work	337,000.00	337,000.00		0.00	0.00	337,000.00	100	0.00	0.00
6	Material Testing	45,000.00	45,000.00		0.00	0.00	45,000.00	100	0.00	0.00
7	Underground Utilities	485,000.00	485,000.00		0.00	0.00	485,000.00	100	0.00	0.00
8	Concrete Paving & Striping	722,000.00	707,560.00		0.00	0.00	707,560.00	98	14,440.00	0.00
9	Offsite Streets	447,000.00	447,000.00		0.00	0.00	447,000.00	100	0.00	0.00
10	Offsite Utilities-Grading	1,001,000.00	1,001,000.00		0.00	0.00	1,001,000.00	100	0.00	0.00
11	Concrete Foundations	701,000.00	701,000.00		0.00	0.00	701,000.00	100	0.00	0.00
12	Fencing	105,000.00	0.00		26,250.00	0.00	26,250.00	25	78,750.00	1,312.50
13	Framing Materials-Trusses	1,707,000.00	1,707,000.00		0.00	0.00	1,707,000.00	100	0.00	0.00
14	Framing Labor	869,000.00	851,620.00		0.00	0.00	851,620.00	98	17,380.00	42,581.00
15	Sidewalks	164,000.00	57,400.00		24,600.00	0.00	82,000.00	50	82,000.00	4,100.00
16	Windows	102,000.00	100,980.00		1,020.00	0.00	102,000.00	100	0.00	5,100.00
17	Insulation	126,000.00	81,900.00		6,300.00	0.00	88,200.00	70	37,800.00	4,410.00
18	Stone-Stucco	1,090,000.00	545,000.00		163,500.00	0.00	708,500.00	65	381,500.00	35,425.00
19	Roofing	300,000.00	285,000.00		6,000.00	0.00	291,000.00	97	9,000.00	14,550.00
20	Doors-Trim-Hardware	813,000.00	447,150.00		146,340.00	0.00	593,490.00	73	219,510.00	29,674.50
21	Drywall	969,000.00	815,150.00		47,950.00	0.00	863,100.00	90	95,900.00	43,155.00
22	Painting	272,000.00	68,000.00		89,760.00	0.00	157,760.00	58	114,240.00	7,888.00
23	Ceramic Tile	45,000.00	15,750.00		14,400.00	0.00	30,150.00	67	14,850.00	1,507.50
24	Flooring	294,000.00	0.00		44,100.00	0.00	44,100.00	15	249,900.00	2,205.00
25	Appliances	308,000.00	24,640.00		36,960.00	0.00	61,600.00	20	246,400.00	3,080.00
		11,189,000.00	9,020,150.00		607,180.00	0.00	9,627,330.00	86	1,561,670.00	194,988.50

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

STATE OF TEXAS  
COUNTY OF

Date: 3/17/2014

Owner: Oryx Holdings, LLC

Contractor/Material  
Provider ("Affiant"): Brownstone Construction, Ltd.

Project : Merritt Legacy

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 17 day of March, 2014.

**AFFIANT:**

Signature:



Typed Name: Wil Brown

Title: Vice President

Initialed: WB

STATE OF TEXAS

COUNTY OF Harris

BEFORE ME the undersigned authority on this day personally appeared Will C. Brown, 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 17th day of March 2014

[SEAL]



[Signature]  
Notary in and for the State of Texas

Name: Claudia V. Martinez

My commission expires: 12-18-14

Initialed: WB



**Executive Summary**

**April 3, 2014**

**Council Agenda Subject:** Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Mason Ranch, Ph 1 Sec 1

**Background:** The subdivision infrastructure improvements required for Mason Ranch, Ph 1 Sec 1 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 **April 3, 2014**, which will provide warranty and maintenance coverage for the infrastructure improvements through **April 3, 2016**. 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 Mason Ranch, Ph 1 Sec 1.

**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

ENGINEER'S CONCURRENCE  
FOR  
CITY OF LEANDER  
MARCH 24, 2014

PROJECT: MASON RANCH PHASE 1 SECTION 1

Owner's Name and Address

Consultant Engineer's Name  
and Address

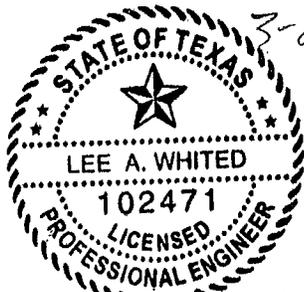
KB HOME  
c/o John Zinsmeyer  
Authorized Representative  
10800 Pecan Park Blvd, st 200  
Austin, Texas 78750

Carlson Brigance & Doering, Inc.  
5501 West William Cannon Dr  
Austin, Texas 78749  
(512) 280-5160

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

No items remain.

Seal



Carlson, Brigance & Doering, Inc.  
I.D. #F3791

Lee A. Whited, P.E.

102471

Texas Registration Number

MAINTENANCE BOND  
Subdivision Improvements

THE STATE OF TEXAS            §

Bond No. 4391533 MNT-1

COUNTY OF WILLIAMSON       §

KNOW ALL BY THESE PRESENTS, that Austin Engineering Co., Inc.  
as Principal, whose address is P.O. Box 342349, Austin, TX 78734 and  
Suretec Insurance Company a Corporation organized under the  
laws of the State of Texas, 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 Five Hundred Forty Two Thousand Three Hundred Thirty Nine and 26/100's Dollars  
(\$ 542,339.26) 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

Mason Ranch 1-1 (85 Lots)

*(insert description of subdivision improvements)* (the "improvements") pursuant to the  
ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though  
the same were written and embodied herein;

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

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

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

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

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

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

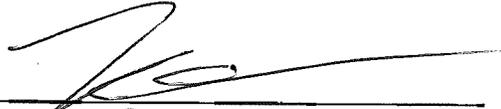
The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 12th day of March, 2014.

Austin Engineering Co., Inc.  
Principal

By: 

Title: Vice President

Address: \_\_\_\_\_

P.O. Box 342349

Austin, TX 78734

Suretec Insurance Company  
Surety

By: 

Title: David S. Ballew, Attorney-in-fact

Address: \_\_\_\_\_

1330 Post Oak Blvd, Suite 1100

Houston, TX 77056

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

Ballew Insurance Agency, Inc. - David S. Ballew

8140 N Mopac Blvd, Bldg 1, Suite 100, Austin, TX 78759

(Seal)

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

*Know All Men by These Presents*, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Three Million Dollars and no/100 (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

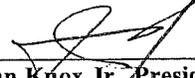
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

*In Witness Whereof*, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

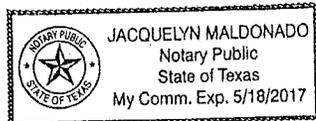
SURETEC INSURANCE COMPANY

By:   
John Knox Jr., President

State of Texas                      ss:  
County of Harris



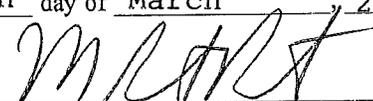
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 12<sup>th</sup> day of March, 2014, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

**Statutory Complaint Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771

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

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**Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

---

**Exclusion of Liability for  
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Estimate Number: TWENTY (20)  
 CONTRACT 1  
 Estimate Date: 3/10/2014

INVOICE NO. 14085

# INVOICE

Contractor: Austin Engineering Co., Inc.  
 P. O. Box 342349  
 Austin, Texas 78734-2349  
 Phone: (512)327-1464 FAX (512) 327-1765

## FINAL COSTS & QUANTITIES FOR ENGINEER

Owner: KB Home Lone Star, Inc.

Attn: Nat Waggoner, LDPM  
 10800 Pecan Park, Suite 200  
 Austin, TX 78750

KB HOME CONTRACT NO: 5313895  
 Project: MASON RANCH PHASE 1-1

AEC Co. Job No. 13-009

ITEM	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL			
		Unit	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount	QTY	Amount	% Compl.
<b>GENERAL</b>														
1	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	100%	\$ 15,000.00	0%	\$ -	100%	\$ 15,000.00	100%	\$ 15,000.00	100%
2	DENSITY TESTING	LS	1	\$ 15,000.00	\$ 15,000.00	100%	\$ 15,000.00	0%	\$ -	100%	\$ 15,000.00	100%	\$ 15,000.00	100%
3	CONSTRUCTION STAKING	LS	1	\$ 43,200.00	\$ 43,200.00	100%	\$ 43,200.00	0%	\$ -	100%	\$ 43,200.00	100%	\$ 43,200.00	100%
				<b>TOTAL GENERAL</b>	<b>\$ 73,200.00</b>		<b>\$ 73,200.00</b>		<b>\$ -</b>		<b>\$ 73,200.00</b>		<b>\$ 73,200.00</b>	
<b>STREET IMPROVEMENTS</b>														
1	ROW CLEARING AND GRUBBING	SY	49,562	\$ 0.60	\$ 29,737.20	100%	\$ 29,737.20	0%	\$ -	100%	\$ 29,737.20	100%	\$ 29,737.20	100%
2	ROW EXCAVATION	SY	16,598	\$ 4.00	\$ 66,392.00	100%	\$ 66,392.00	0%	\$ -	100%	\$ 66,392.00	100%	\$ 66,392.00	100%
3	SUBGRADE PREP	SY	16,598	\$ 3.00	\$ 49,794.00	100%	\$ 49,794.00	0%	\$ -	100%	\$ 49,794.00	100%	\$ 49,794.00	100%
4	10" BASE	SY	10,986	\$ 10.20	\$ 112,057.20	100%	\$ 112,057.20	0%	\$ -	100%	\$ 112,057.20	100%	\$ 112,057.20	100%
5	12" BASE	SY	5,612	\$ 12.20	\$ 68,466.40	100%	\$ 68,466.40	0%	\$ -	100%	\$ 68,466.40	100%	\$ 68,466.40	100%
6	1.5" HMAC	SY	9,933	\$ 7.88	\$ 78,272.04	100%	\$ 78,272.04	0%	\$ -	100%	\$ 78,272.04	100%	\$ 78,272.04	100%
7	2.0" HMAC	SY	4,842	\$ 10.40	\$ 50,356.80	100%	\$ 50,356.80	0%	\$ -	100%	\$ 50,356.80	100%	\$ 50,356.80	100%
8	CURB & GUTTER	LF	7,793	\$ 9.85	\$ 76,761.05	100%	\$ 76,761.05	0%	\$ -	100%	\$ 76,761.05	100%	\$ 76,761.05	100%
9	CONCRETE VALLEY GUTTER	EA	4	\$ 3,885.00	\$ 15,540.00	100%	\$ 15,540.00	0%	\$ -	100%	\$ 15,540.00	100%	\$ 15,540.00	100%
10	ADA RAMPS	EA	25	\$ 800.00	\$ 20,000.00	100%	\$ 20,000.00	0%	\$ -	100%	\$ 20,000.00	100%	\$ 20,000.00	100%
11	STREET/STOP BARS	EA	14	\$ 400.00	\$ 5,600.00	100%	\$ 5,600.00	0%	\$ -	100%	\$ 5,600.00	100%	\$ 5,600.00	100%
12	STRIPING	LS	1	\$ 2,500.00	\$ 2,500.00	100%	\$ 2,500.00	0%	\$ -	100%	\$ 2,500.00	100%	\$ 2,500.00	100%
13	BARRICADES	EA	3	\$ 1,000.00	\$ 3,000.00	100%	\$ 3,000.00	0%	\$ -	100%	\$ 3,000.00	100%	\$ 3,000.00	100%
14	METAL BEAM GUARD RAIL	LF	380	\$ 40.95	\$ 15,561.00	100%	\$ 15,561.00	0%	\$ -	100%	\$ 15,561.00	100%	\$ 15,561.00	100%
15	6' WIDE CONCRETE TRAIL	LF	3,500	\$ 22.70	\$ 79,450.00	100%	\$ 79,450.00	0%	\$ -	100%	\$ 79,450.00	100%	\$ 79,450.00	100%
16	4' SIDEWALK	LF	420	\$ 19.75	\$ 8,295.00	100%	\$ 8,295.00	0%	\$ -	100%	\$ 8,295.00	100%	\$ 8,295.00	100%
17	6' SIDEWALK	LF	1,113	\$ 22.70	\$ 25,265.10	100%	\$ 25,265.10	0%	\$ -	100%	\$ 25,265.10	100%	\$ 25,265.10	100%
				<b>TOTAL STREET IMPROVEMENTS</b>	<b>\$ 707,047.79</b>		<b>\$ 707,047.79</b>		<b>\$ -</b>		<b>\$ 707,047.79</b>		<b>\$ 707,047.79</b>	
<b>SEWER IMPROVEMENTS</b>														
1	15" SDR26 (12-14)	LF	1,175	\$ 68.00	\$ 79,900.00	100%	\$ 79,900.00	0%	\$ -	100%	\$ 79,900.00	100%	\$ 79,900.00	100%
2	15" SDR26 (14-16)	LF	80	\$ 75.00	\$ 6,000.00	100%	\$ 6,000.00	0%	\$ -	100%	\$ 6,000.00	100%	\$ 6,000.00	100%
3	12" SDR26 (8-10)	LF	1,377	\$ 50.00	\$ 68,850.00	100%	\$ 68,850.00	0%	\$ -	100%	\$ 68,850.00	100%	\$ 68,850.00	100%
4	12" SDR26 (10-12)	LF	1,652	\$ 56.00	\$ 92,512.00	100%	\$ 92,512.00	0%	\$ -	100%	\$ 92,512.00	100%	\$ 92,512.00	100%
5	12" SDR26 (12-14)	LF	1,112	\$ 62.00	\$ 68,944.00	100%	\$ 68,944.00	0%	\$ -	100%	\$ 68,944.00	100%	\$ 68,944.00	100%
6	12" SDR26 (14-16)	LF	443	\$ 67.00	\$ 29,681.00	100%	\$ 29,681.00	0%	\$ -	100%	\$ 29,681.00	100%	\$ 29,681.00	100%
6a	12" SDR26 (16-18)	LF	140	\$ 74.00	\$ 10,360.00	100%	\$ 10,360.00	0%	\$ -	100%	\$ 10,360.00	100%	\$ 10,360.00	100%

Contractor: Austin Engineering Co., Inc.  
 P. O. Box 342349  
 Austin, Texas 78734-2349  
 Phone: (512)327-1464 FAX (512) 327-1765

Estimate Number: TWENTY (20)  
 CONTRACT 1  
 Estimate Date: 3/10/2014

INVOICE NO. 14085

# INVOICE

## FINAL COSTS & QUANTITIES FOR ENGINEER

Owner: KB Home Lone Star, Inc.  
 Attn: Nat Waggoner, LDPM  
 10800 Pecan Park, Suite 200  
 Austin, TX 78750

KB HOME CONTRACT NO: 5313895  
 Project: MASON RANCH PHASE 1-1

AEC Co. Job No. 13-009

ITEM	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL		
		Unit	QTY	Amount	QTY	Amount	QTY	Amount	QTY	Amount	QTY	Amount	% Compl.
7	8" SDR26 (0-8)	LF	555	\$ 38.00	\$ 21,090.00	100%	\$ 21,090.00	0%	\$ -	100%	\$ 21,090.00	100%	
8	8" SDR26 (8-10)	LF	776	\$ 42.00	\$ 32,592.00	100%	\$ 32,592.00	0%	\$ -	100%	\$ 32,592.00	100%	
9	8" SDR26 (10-12)	LF	1,219	\$ 46.00	\$ 56,074.00	100%	\$ 56,074.00	0%	\$ -	100%	\$ 56,074.00	100%	
10	8" SDR26 (12-14)	LF	150	\$ 52.00	\$ 7,800.00	100%	\$ 7,800.00	0%	\$ -	100%	\$ 7,800.00	100%	
11	8" SDR26 (14-16)	LF	175	\$ 56.00	\$ 9,800.00	100%	\$ 9,800.00	0%	\$ -	100%	\$ 9,800.00	100%	
12	8" SDR26 (16-18)	LF	0	\$ 64.00	\$ -	100%	\$ -	0%	\$ -	100%	\$ -	100%	
13	8" SDR26 (18-20)	LF	95	\$ 72.00	\$ 6,840.00	100%	\$ 6,840.00	0%	\$ -	100%	\$ 6,840.00	100%	
14	8" SDR26 (20-22)	LF	92	\$ 78.00	\$ 7,176.00	100%	\$ 7,176.00	0%	\$ -	100%	\$ 7,176.00	100%	
15	4' DIA MANHOLE	EA	47	\$ 4,500.00	\$ 211,500.00	100%	\$ 211,500.00	0%	\$ -	100%	\$ 211,500.00	100%	
16	EXTRA MANHOLE DEPTH	VF	190	\$ 300.00	\$ 57,000.00	100%	\$ 57,000.00	0%	\$ -	100%	\$ 57,000.00	100%	
17	ADJUST MANHOLES TO GRADE	EA	47	\$ 400.00	\$ 18,800.00	100%	\$ 18,800.00	0%	\$ -	100%	\$ 18,800.00	100%	
18	DOUBLE SERVICE	EA	41	\$ 1,400.00	\$ 57,400.00	100%	\$ 57,400.00	0%	\$ -	100%	\$ 57,400.00	100%	
19	SINGLE SERVICE	EA	8	\$ 100.00	\$ 800.00	100%	\$ 800.00	0%	\$ -	100%	\$ 800.00	100%	
24" STEEL CASING W/ SPACERS & END SEALS													
20	SEALS	LF	43	\$ 118.00	\$ 5,074.00	100%	\$ 5,074.00	0%	\$ -	100%	\$ 5,074.00	100%	
21	TRENCH SAFETY	LF	9,041	\$ 1.00	\$ 9,041.00	100%	\$ 9,041.00	0%	\$ -	100%	\$ 9,041.00	100%	
				<b>TOTAL SEWER IMPROVEMENTS</b>	<b>\$ 857,234.00</b>		<b>\$ 857,234.00</b>		<b>\$ -</b>		<b>\$ 857,234.00</b>		
WATER IMPROVEMENTS													
1	12" C-900 DR14	LF	1,020	\$ 46.00	\$ 46,920.00	100%	\$ 46,920.00	0%	\$ -	100%	\$ 46,920.00	100%	
2	8" C-900 DR-14	LF	2,860	\$ 34.50	\$ 98,670.00	100%	\$ 98,670.00	0%	\$ -	100%	\$ 98,670.00	100%	
3	12" GATE VALVE	EA	4	\$ 2,000.00	\$ 8,000.00	100%	\$ 8,000.00	0%	\$ -	100%	\$ 8,000.00	100%	
4	8" GATE VALVE	EA	11	\$ 1,350.00	\$ 14,850.00	100%	\$ 14,850.00	0%	\$ -	100%	\$ 14,850.00	100%	
18" STEEL ENCASMENT W/END SEALS & SPACERS													
5	SPACERS	LF	60	\$ 72.00	\$ 4,320.00	100%	\$ 4,320.00	0%	\$ -	100%	\$ 4,320.00	100%	
6	FIRE HYDRANT	EA	7	\$ 3,600.00	\$ 25,200.00	100%	\$ 25,200.00	0%	\$ -	100%	\$ 25,200.00	100%	
7	SINGLE LONG SERVICE	EA	5	\$ 1,375.00	\$ 6,875.00	100%	\$ 6,875.00	0%	\$ -	100%	\$ 6,875.00	100%	
8	DOUBLE LONG SERVICE	EA	26	\$ 1,400.00	\$ 36,400.00	100%	\$ 36,400.00	0%	\$ -	100%	\$ 36,400.00	100%	
9	DOUBLE SHORT SERVICE	EA	14	\$ 800.00	\$ 11,200.00	100%	\$ 11,200.00	0%	\$ -	100%	\$ 11,200.00	100%	
10	SINGLE SHORT SERVICE	EA	2	\$ 550.00	\$ 1,100.00	100%	\$ 1,100.00	0%	\$ -	100%	\$ 1,100.00	100%	
11	TRENCH SAFETY	LF	3,880	\$ 0.50	\$ 1,940.00	100%	\$ 1,940.00	0%	\$ -	100%	\$ 1,940.00	100%	
12	AUTOMATIC FLUSH VALVE	EA	2	\$ 4,800.00	\$ 9,600.00	100%	\$ 9,600.00	0%	\$ -	100%	\$ 9,600.00	100%	

Contractor: Austin Engineering Co., Inc.  
 P. O. Box 342349  
 Austin, Texas 78734-2349  
 Phone: (512)327-1464 FAX (512) 327-1765

Estimate Number: TWENTY (20)  
 CONTRACT 1  
 Estimate Date: 3/10/2014

Owner: KB Home Lone Star, Inc.  
 Attn: Nat Waggoner, LDPM  
 10800 Pecan Park, Suite 200  
 Austin, TX 78750

KB HOME CONTRACT NO: 5313895  
 Project: MASON RANCH PHASE 1-1

AECo. Job No. 13-009

# INVOICE

## FINAL COSTS & QUANTITIES FOR ENGINEER

ITEM	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL		
		Unit	QTY	Amount	QTY	Amount	QTY	Amount	QTY	Amount	QTY	Amount	Compl. %
13	ADJUST VALVE CASTINGS	EA	22	\$ 8,800.00	100%	\$ 8,800.00	0%	\$ -	100%	\$ 8,800.00	100%	\$ 8,800.00	100%
<b>TOTAL WATER IMPROVEMENTS</b>						<b>\$ 273,875.00</b>		<b>\$ -</b>				<b>\$ 273,875.00</b>	
<b>STORM IMPROVEMENTS</b>													
1	18" RCP CL-111	LF	1,451	\$ 65,295.00	100%	\$ 65,295.00	0%	\$ -	100%	\$ 65,295.00	100%	\$ 65,295.00	100%
2	24" RCP CL-111	LF	896	\$ 50,176.00	100%	\$ 50,176.00	0%	\$ -	100%	\$ 50,176.00	100%	\$ 50,176.00	100%
3	36" RCP CL-111	LF	505	\$ 44,440.00	100%	\$ 44,440.00	0%	\$ -	100%	\$ 44,440.00	100%	\$ 44,440.00	100%
4	42" RCP CL-111	LF	364	\$ 39,312.00	100%	\$ 39,312.00	0%	\$ -	100%	\$ 39,312.00	100%	\$ 39,312.00	100%
5	48" RCP CL-111	LF	825	\$ 104,775.00	100%	\$ 104,775.00	0%	\$ -	100%	\$ 104,775.00	100%	\$ 104,775.00	100%
6	54" RCP CL-111	LF	761	\$ 105,018.00	100%	\$ 105,018.00	0%	\$ -	100%	\$ 105,018.00	100%	\$ 105,018.00	100%
7	10' x 5' BOX CULVERT	LF	76	\$ 38,380.00	100%	\$ 38,380.00	0%	\$ -	100%	\$ 38,380.00	100%	\$ 38,380.00	100%
8	10' x 4' BOX CULVERT	LF	509	\$ 253,482.00	100%	\$ 253,482.00	0%	\$ -	100%	\$ 253,482.00	100%	\$ 253,482.00	100%
9	8' x 4' BOX CULVERT	LF	380	\$ 139,080.00	100%	\$ 139,080.00	0%	\$ -	100%	\$ 139,080.00	100%	\$ 139,080.00	100%
10	5' DIA MANHOLE	EA	2	\$ 7,000.00	100%	\$ 7,000.00	0%	\$ -	100%	\$ 7,000.00	100%	\$ 7,000.00	100%
11	5' JUNCTION BOX	EA	1	\$ 7,800.00	100%	\$ 7,800.00	0%	\$ -	100%	\$ 7,800.00	100%	\$ 7,800.00	100%
12	6' JUNCTION BOX	EA	2	\$ 29,000.00	100%	\$ 29,000.00	0%	\$ -	100%	\$ 29,000.00	100%	\$ 29,000.00	100%
13	10' x 4' JUNCTION BOX	EA	1	\$ 8,500.00	100%	\$ 8,500.00	0%	\$ -	100%	\$ 8,500.00	100%	\$ 8,500.00	100%
14	14' x 4' JUNCTION BOX	EA	2	\$ 40,000.00	100%	\$ 40,000.00	0%	\$ -	100%	\$ 40,000.00	100%	\$ 40,000.00	100%
15	14' x 12' JUNCTION BOX	EA	1	\$ 25,000.00	100%	\$ 25,000.00	0%	\$ -	100%	\$ 25,000.00	100%	\$ 25,000.00	100%
16	24" HEADWALL W/DISSIPATORS	EA	1	\$ 3,272.00	100%	\$ 3,272.00	0%	\$ -	100%	\$ 3,272.00	100%	\$ 3,272.00	100%
17	48" CONCRETE SLOPE RIPRAP	EA	2	\$ 4,824.00	100%	\$ 4,824.00	0%	\$ -	100%	\$ 4,824.00	100%	\$ 4,824.00	100%
18	54" HARDWALL W/DISSIPATORS	EA	1	\$ 9,290.00	100%	\$ 9,290.00	0%	\$ -	100%	\$ 9,290.00	100%	\$ 9,290.00	100%
19	8' x 4' BOX CULVERT HEADWALL	EA	2	\$ 15,090.00	100%	\$ 15,090.00	0%	\$ -	100%	\$ 15,090.00	100%	\$ 15,090.00	100%
20	10' x 4' SKEWED HEADWALL W/DISSIPATORS	EA	1	\$ 11,316.00	100%	\$ 11,316.00	0%	\$ -	100%	\$ 11,316.00	100%	\$ 11,316.00	100%
21	10' x 5' SKEWED HEADWALL W/DISSIPATORS	EA	1	\$ 11,316.00	100%	\$ 11,316.00	0%	\$ -	100%	\$ 11,316.00	100%	\$ 11,316.00	100%
22	18" PLUG	EA	1	\$ 150.00	100%	\$ 150.00	0%	\$ -	100%	\$ 150.00	100%	\$ 150.00	100%
23	10' CURB INLET	EA	20	\$ 64,800.00	100%	\$ 64,800.00	0%	\$ -	100%	\$ 64,800.00	100%	\$ 64,800.00	100%
24	15" CURB INLET	EA	2	\$ 8,800.00	100%	\$ 8,800.00	0%	\$ -	100%	\$ 8,800.00	100%	\$ 8,800.00	100%
25	TRENCH SAFETY	LF	5,767	\$ 5,767.00	100%	\$ 5,767.00	0%	\$ -	100%	\$ 5,767.00	100%	\$ 5,767.00	100%
26	ADJUST MANHOLE TO GRADE	EA	9	\$ 3,600.00	100%	\$ 3,600.00	0%	\$ -	100%	\$ 3,600.00	100%	\$ 3,600.00	100%
<b>TOTAL STORM IMPROVEMENTS</b>						<b>\$ 1,095,483.00</b>		<b>\$ -</b>				<b>\$ 1,095,483.00</b>	
<b>EROSION CONTROL IMPROVEMENTS</b>													
1	STABILIZED CONSTRUCTION ENTRANCE	EA	3	\$ 3,300.00	100%	\$ 3,300.00	0%	\$ -	100%	\$ 3,300.00	100%	\$ 3,300.00	100%

Estimate Number: TWENTY (20)  
 CONTRACT 1  
 Estimate Date: 3/10/2014

INVOICE NO. 14085

# INVOICE

Contractor: Austin Engineering Co., Inc.  
 P. O. Box 342349  
 Austin, Texas 78734-2349  
 Phone: (512)327-1464 FAX (512) 327-1765

## FINAL COSTS & QUANTITIES FOR ENGINEER

Owner: KB Home Lone Star, Inc.  
 Attn: Nat Waggoner, LDPM  
 10800 Pecan Park, Suite 200  
 Austin, TX 78750

KB HOME CONTRACT NO: 5313895  
 Project: MASON RANCH PHASE 1-1

AEC Co. Job No. 13-009

ITEM	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL			
		Unit	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount	QTY	Amount	Due
2	TREE PROTECTION	LF	3,770	\$ 2.95	\$ 11,121.50	100%	\$ 11,121.50	0%	\$ -	100%	\$ -	100%	\$ 11,121.50	100%
3	SILT FENCE	LF	17,900	\$ 2.10	\$ 37,590.00	100%	\$ 37,590.00	0%	\$ -	100%	\$ -	100%	\$ 37,590.00	100%
4	ROCK BERM	LF	50	\$ 16.00	\$ 800.00	100%	\$ 800.00	0%	\$ -	100%	\$ -	100%	\$ 800.00	100%
5	DOUBLE DUTY ROCK BERM	LF	386	\$ 22.45	\$ 8,665.70	100%	\$ 8,665.70	0%	\$ -	100%	\$ -	100%	\$ 8,665.70	100%
6	INLET PROTECTION	EA	21	\$ 85.00	\$ 1,785.00	100%	\$ 1,785.00	0%	\$ -	100%	\$ -	100%	\$ 1,785.00	100%
7	SANDBAG INLET PROTECTION	EA	2	\$ 170.00	\$ 340.00	100%	\$ 340.00	0%	\$ -	100%	\$ -	100%	\$ 340.00	100%
8	DIVERSON SWALE	LF	2,800	\$ 8.00	\$ 22,400.00	100%	\$ 22,400.00	0%	\$ -	100%	\$ -	100%	\$ 22,400.00	100%
9	ACCESS ROAD	SY	1,700	\$ 1.20	\$ 2,040.00	100%	\$ 2,040.00	0%	\$ -	100%	\$ -	100%	\$ 2,040.00	100%
10	ROW REVEGETATION	SY	8,635	\$ 0.65	\$ 5,612.75	100%	\$ 5,612.75	0%	\$ -	100%	\$ -	100%	\$ 5,612.75	100%
				<b>TOTAL EROSION CONTROL IMPROVEMENTS</b>	<b>\$ 93,484.95</b>	<b>100%</b>	<b>\$ 93,484.95</b>	<b>0%</b>	<b>\$ -</b>	<b>100%</b>	<b>\$ -</b>	<b>100%</b>	<b>\$ 93,484.95</b>	<b>100%</b>
<b>POND "A" IMPROVEMENTS</b>														
1	CLEARING & GRUBBING	SY	18,367	\$ 0.60	\$ 11,020.20	100%	\$ 11,020.20	0%	\$ -	100%	\$ -	100%	\$ 11,020.20	100%
2	EXCAVATION	CY	42,262	\$ 3.00	\$ 126,786.00	100%	\$ 126,786.00	0%	\$ -	100%	\$ -	100%	\$ 126,786.00	100%
3	EMBANKMENT	CY	2,060	\$ 2.00	\$ 4,120.00	100%	\$ 4,120.00	0%	\$ -	100%	\$ -	100%	\$ 4,120.00	100%
4	CLAY LINER	CY	5,100	\$ 6.50	\$ 33,150.00	100%	\$ 33,150.00	0%	\$ -	100%	\$ -	100%	\$ 33,150.00	100%
5	3 x 5 ROCK ACCESS DRIVE	SY	217	\$ 8.80	\$ 1,909.60	100%	\$ 1,909.60	0%	\$ -	100%	\$ -	100%	\$ 1,909.60	100%
6	GABION MATTRESS 1.5" THICK	CY	160	\$ 190.00	\$ 30,400.00	100%	\$ 30,400.00	0%	\$ -	100%	\$ -	100%	\$ 30,400.00	100%
7	3 - 10' x 6' BOX CULVERT	LF	272	\$ 610.00	\$ 165,920.00	100%	\$ 165,920.00	0%	\$ -	100%	\$ -	100%	\$ 165,920.00	100%
8	3 - 10' x 6' BOX CULVERT HEADWALL	EA	2	\$ 38,600.00	\$ 77,200.00	100%	\$ 77,200.00	0%	\$ -	100%	\$ -	100%	\$ 77,200.00	100%
9	12" SCH40 PVC	LF	42	\$ 46.00	\$ 1,932.00	100%	\$ 1,932.00	0%	\$ -	100%	\$ -	100%	\$ 1,932.00	100%
10	12" PLUG VALVE	EA	1	\$ 2,800.00	\$ 2,800.00	100%	\$ 2,800.00	0%	\$ -	100%	\$ -	100%	\$ 2,800.00	100%
11	8" SCH10 PVC	LF	65	\$ 35.00	\$ 2,275.00	100%	\$ 2,275.00	0%	\$ -	100%	\$ -	100%	\$ 2,275.00	100%
12	12" PVC SLOPE RIPRAP	EA	3	\$ 635.00	\$ 1,905.00	100%	\$ 1,905.00	0%	\$ -	100%	\$ -	100%	\$ 1,905.00	100%
13	8" PVC SLOPE RIPRAP	EA	1	\$ 530.00	\$ 530.00	100%	\$ 530.00	0%	\$ -	100%	\$ -	100%	\$ 530.00	100%
14	36" CL 111 RCP PIPE	LF	24	\$ 88.00	\$ 2,112.00	100%	\$ 2,112.00	0%	\$ -	100%	\$ -	100%	\$ 2,112.00	100%
15	36" SLOPE RIPRAP HEADWALL	EA	1	\$ 1,795.00	\$ 1,795.00	100%	\$ 1,795.00	0%	\$ -	100%	\$ -	100%	\$ 1,795.00	100%
16	12' x 16' MAINTANCE PAD	EA	2	\$ 1,740.00	\$ 3,480.00	100%	\$ 3,480.00	0%	\$ -	100%	\$ -	100%	\$ 3,480.00	100%
17	12' CONCRETE ACCESS DRIVE	SY	273	\$ 60.00	\$ 16,380.00	100%	\$ 16,380.00	0%	\$ -	100%	\$ -	100%	\$ 16,380.00	100%
18	CONCRETE OUTFALL WIER	SY	274	\$ 60.00	\$ 16,440.00	100%	\$ 16,440.00	0%	\$ -	100%	\$ -	100%	\$ 16,440.00	100%
19	TYPE II ACCESS DRIVE	EA	1	\$ 1,636.00	\$ 1,636.00	100%	\$ 1,636.00	0%	\$ -	100%	\$ -	100%	\$ 1,636.00	100%
20	POND ACCESS GATE	EA	1	\$ 1,350.00	\$ 1,350.00	100%	\$ 1,350.00	0%	\$ -	100%	\$ -	100%	\$ 1,350.00	100%
21	STORM WATER SIGN	EA	1	\$ 500.00	\$ 500.00	100%	\$ 500.00	0%	\$ -	100%	\$ -	100%	\$ 500.00	100%

Contractor: Austin Engineering Co., Inc.  
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 Phone: (512)327-1464 FAX (512) 327-1765

# INVOICE

Estimate Number: TWENTY (20)  
 CONTRACT 1  
 Estimate Date: 3/10/2014

INVOICE NO. 14085

## FINAL COSTS & QUANTITIES FOR ENGINEER

Owner: KB Home Lone Star, Inc.  
 Attn: Nat Waggoner, LDPM  
 10800 Pecan Park, Suite 200  
 Austin, TX 78750

KB HOME CONTRACT NO: 5313895  
 Project: MASON RANCH PHASE 1-1

AEC Co. Job No. 13-009

ITEM	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL			
		Unit	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount	QTY	Amount	% Compl.
22	PLANTING	LS	1	\$ 14,835.00	\$ 14,835.00	100%	\$ 14,835.00	0%	\$ -	100%	\$ 14,835.00	100%	\$ 14,835.00	100%
23	POND REVEG	SY	13,350	\$ 0.65	\$ 8,677.50	100%	\$ 8,677.50	0%	\$ -	100%	\$ 8,677.50	100%	\$ 8,677.50	100%
				<b>TOTAL POND "A" IMPROVEMENTS</b>	<b>\$ 527,153.30</b>		<b>\$ 527,153.30</b>		<b>\$ -</b>		<b>\$ 527,153.30</b>		<b>\$ 527,153.30</b>	
<b>POND "C" IMPROVEMENTS</b>														
1	CLEARING & GRUBBING	SY	34,790	\$ 0.60	\$ 20,874.00	100%	\$ 20,874.00	0%	\$ -	100%	\$ 20,874.00	100%	\$ 20,874.00	100%
2	EXCAVATION	CY	88,520	\$ 2.00	\$ 177,040.00	100%	\$ 177,040.00	0%	\$ -	100%	\$ 177,040.00	100%	\$ 177,040.00	100%
3	EMBANKMENT	CY	5,140	\$ 1.20	\$ 6,168.00	100%	\$ 6,168.00	0%	\$ -	100%	\$ 6,168.00	100%	\$ 6,168.00	100%
4	CLAY LINER	CY	21,200	\$ 7.50	\$ 159,000.00	100%	\$ 159,000.00	0%	\$ -	100%	\$ 159,000.00	100%	\$ 159,000.00	100%
5	3 x 5 ROCK ACCESS DRIVE	SY	70	\$ 8.80	\$ 616.00	100%	\$ 616.00	0%	\$ -	100%	\$ 616.00	100%	\$ 616.00	100%
6	GABION MATTRESS 1.5" THICK	CY	845	\$ 190.00	\$ 160,550.00	100%	\$ 160,550.00	0%	\$ -	100%	\$ 160,550.00	100%	\$ 160,550.00	100%
7	12" SCH40 PVC	LF	148	\$ 46.00	\$ 6,808.00	100%	\$ 6,808.00	0%	\$ -	100%	\$ 6,808.00	100%	\$ 6,808.00	100%
8	12" PVC SLOPE RIPRAP	EA	2	\$ 1,270.00	\$ 2,540.00	100%	\$ 2,540.00	0%	\$ -	100%	\$ 2,540.00	100%	\$ 2,540.00	100%
9	12" PLUG VALVE	EA	1	\$ 2,800.00	\$ 2,800.00	100%	\$ 2,800.00	0%	\$ -	100%	\$ 2,800.00	100%	\$ 2,800.00	100%
10	3 - 10' x 4' BOX CULVERT	LF	95	\$ 498.00	\$ 47,310.00	100%	\$ 47,310.00	0%	\$ -	100%	\$ 47,310.00	100%	\$ 47,310.00	100%
11	10' x 4' HEADWALL	EA	2	\$ 16,065.00	\$ 32,130.00	100%	\$ 32,130.00	0%	\$ -	100%	\$ 32,130.00	100%	\$ 32,130.00	100%
12	12" CONCRETE SLOPE RIPRAP	EA	2	\$ 1,270.00	\$ 2,540.00	100%	\$ 2,540.00	0%	\$ -	100%	\$ 2,540.00	100%	\$ 2,540.00	100%
13	12' x 16' MAINTANCE PAD	EA	2	\$ 3,480.00	\$ 6,960.00	100%	\$ 6,960.00	0%	\$ -	100%	\$ 6,960.00	100%	\$ 6,960.00	100%
14	12' CONCRETE ADDRESS DRIVE	SY	273	\$ 60.00	\$ 16,380.00	100%	\$ 16,380.00	0%	\$ -	100%	\$ 16,380.00	100%	\$ 16,380.00	100%
15	4' CONCRETE OUTFALL WIER	SY	133	\$ 60.00	\$ 7,980.00	100%	\$ 7,980.00	0%	\$ -	100%	\$ 7,980.00	100%	\$ 7,980.00	100%
16	TYPE II ACCESS DRIVE	EA	1	\$ 1,636.00	\$ 1,636.00	100%	\$ 1,636.00	0%	\$ -	100%	\$ 1,636.00	100%	\$ 1,636.00	100%
17	POND ACCESS DRIVE	EA	1	\$ 1,350.00	\$ 1,350.00	100%	\$ 1,350.00	0%	\$ -	100%	\$ 1,350.00	100%	\$ 1,350.00	100%
18	STORM WATER SIGN	EA	1	\$ 500.00	\$ 500.00	100%	\$ 500.00	0%	\$ -	100%	\$ 500.00	100%	\$ 500.00	100%
19	PLANTING	LS	1	\$ 45,885.00	\$ 45,885.00	100%	\$ 45,885.00	0%	\$ -	100%	\$ 45,885.00	100%	\$ 45,885.00	100%
20	POND REVEG	SY	13,800	\$ 0.65	\$ 8,970.00	100%	\$ 8,970.00	0%	\$ -	100%	\$ 8,970.00	100%	\$ 8,970.00	100%
				<b>TOTAL POND "C" IMPROVEMENTS</b>	<b>\$ 702,017.00</b>		<b>\$ 702,017.00</b>		<b>\$ -</b>		<b>\$ 702,017.00</b>		<b>\$ 702,017.00</b>	
<b>POND "D" IMPROVEMENTS</b>														
1	CLEARING AND GRUBBING	SY	53,367	\$ 0.60	\$ 32,020.20	100%	\$ 32,020.20	0%	\$ -	100%	\$ 32,020.20	100%	\$ 32,020.20	100%
2	EXCAVATION	CY	24,297	\$ 3.00	\$ 72,891.00	100%	\$ 72,891.00	0%	\$ -	100%	\$ 72,891.00	100%	\$ 72,891.00	100%
3	EMBANKMENT	CY	3,324	\$ 1.75	\$ 5,817.00	100%	\$ 5,817.00	0%	\$ -	100%	\$ 5,817.00	100%	\$ 5,817.00	100%
4	3 x 5 ROCK ACCESS DRIVE	SY	56	\$ 8.80	\$ 492.80	100%	\$ 492.80	0%	\$ -	100%	\$ 492.80	100%	\$ 492.80	100%
5	GABION MATTRESS 1.5" THICK	CY	53	\$ 190.00	\$ 10,070.00	100%	\$ 10,070.00	0%	\$ -	100%	\$ 10,070.00	100%	\$ 10,070.00	100%
6	4 - 60" CL 111 RCP	LF	240	\$ 124.00	\$ 29,760.00	100%	\$ 29,760.00	0%	\$ -	100%	\$ 29,760.00	100%	\$ 29,760.00	100%

Owner: KB Home Lone Star, Inc.

Attn: Nat Waggoner, LDPM

10800 Pecan Park, Suite 200

Austin, TX 78750

KB HOME CONTRACT NO: 5313895

Project: MASON RANCH PHASE 1-1

AEC Co. Job No.

13-009

# INVOICE

## FINAL COSTS & QUANTITIES FOR ENGINEER

ITEM	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL			
		Unit	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount	QTY	Amount	% Compl.
7	42" CLIII RCP	LF	60	\$ 108.00	\$ 6,480.00	100%	\$ 6,480.00	0%	\$ -	100%	\$ 6,480.00	100%	\$ 6,480.00	100%
8	CULVERT HEADWALL - 60"/42"	EA	2	\$ 21,960.00	\$ 43,920.00	100%	\$ 43,920.00	0%	\$ -	100%	\$ 43,920.00	100%	\$ 43,920.00	100%
9	2 - 8' x 4' BOX CULVERT	LF	46	\$ 366.00	\$ 16,836.00	100%	\$ 16,836.00	0%	\$ -	100%	\$ 16,836.00	100%	\$ 16,836.00	100%
10	8' x 4' STANDARD HEADWALL	EA	2	\$ 7,336.00	\$ 14,672.00	100%	\$ 14,672.00	0%	\$ -	100%	\$ 14,672.00	100%	\$ 14,672.00	100%
11	METAL HANDRAIL	LF	50	\$ 120.00	\$ 6,000.00	100%	\$ 6,000.00	0%	\$ -	100%	\$ 6,000.00	100%	\$ 6,000.00	100%
12	6' CONCRETE TRICKLE CHANNEL	LF	3,622	\$ 37.00	\$ 134,014.00	100%	\$ 134,014.00	0%	\$ -	100%	\$ 134,014.00	100%	\$ 134,014.00	100%
13	12' CONCRETE ACCESS DRIVE	SY	273	\$ 60.00	\$ 16,380.00	100%	\$ 16,380.00	0%	\$ -	100%	\$ 16,380.00	100%	\$ 16,380.00	100%
14	CONCRETE OUTFALL WIER	SY	600	\$ 60.00	\$ 36,000.00	100%	\$ 36,000.00	0%	\$ -	100%	\$ 36,000.00	100%	\$ 36,000.00	100%
15	POND ACCESS GATE	EA	1	\$ 1,350.00	\$ 1,350.00	100%	\$ 1,350.00	0%	\$ -	100%	\$ 1,350.00	100%	\$ 1,350.00	100%
16	STORM WATER SIGN	EA	1	\$ 500.00	\$ 500.00	100%	\$ 500.00	0%	\$ -	100%	\$ 500.00	100%	\$ 500.00	100%
17	POND REVEG	SY	53,370	\$ 0.65	\$ 34,690.50	100%	\$ 34,690.50	0%	\$ -	100%	\$ 34,690.50	100%	\$ 34,690.50	100%
				<b>TOTAL POND "D" IMPROVEMENTS</b>	<b>\$ 461,893.50</b>		<b>\$ 461,893.50</b>		<b>\$ -</b>		<b>\$ 461,893.50</b>		<b>\$ 461,893.50</b>	
<b>CHANNEL "C" IMPROVEMENTS</b>														
1	CLEARING AND GRUBBING	SY	6,900	\$ 0.60	\$ 4,140.00	100%	\$ 4,140.00	0%	\$ -	100%	\$ 4,140.00	100%	\$ 4,140.00	100%
2	EXCAVATION	CY	978	\$ 2.00	\$ 1,956.00	100%	\$ 1,956.00	0%	\$ -	100%	\$ 1,956.00	100%	\$ 1,956.00	100%
3	EMBANKMENT	CY	4,810	\$ 2.50	\$ 12,025.00	100%	\$ 12,025.00	0%	\$ -	100%	\$ 12,025.00	100%	\$ 12,025.00	100%
4	GABION MATTRESS 1.5" THICK	CY	448	\$ 190.00	\$ 85,120.00	100%	\$ 85,120.00	0%	\$ -	100%	\$ 85,120.00	100%	\$ 85,120.00	100%
5	3 - 9' x 5' BOX CULVERT	LF	198	\$ 440.00	\$ 87,120.00	100%	\$ 87,120.00	0%	\$ -	100%	\$ 87,120.00	100%	\$ 87,120.00	100%
6	CULVERT - HEADWALL - 9' x 5'	EA	2	\$ 12,035.00	\$ 24,070.00	100%	\$ 24,070.00	0%	\$ -	100%	\$ 24,070.00	100%	\$ 24,070.00	100%
7	CONCRETE RIPRAP SLOPE PROTECTION	SY	90	\$ 82.35	\$ 7,411.50	100%	\$ 7,411.50	0%	\$ -	100%	\$ 7,411.50	100%	\$ 7,411.50	100%
8	CONCRETE DISSIPATOR PAD	SY	42	\$ 122.00	\$ 5,124.00	100%	\$ 5,124.00	0%	\$ -	100%	\$ 5,124.00	100%	\$ 5,124.00	100%
9	REVEG	SY	6,900	\$ 0.65	\$ 4,485.00	100%	\$ 4,485.00	0%	\$ -	100%	\$ 4,485.00	100%	\$ 4,485.00	100%
				<b>TOTAL CHANNEL "C" IMPROVEMENTS</b>	<b>\$ 231,451.50</b>		<b>\$ 231,451.50</b>		<b>\$ -</b>		<b>\$ 231,451.50</b>		<b>\$ 231,451.50</b>	
<b>CHANNEL "D" IMPROVEMENTS</b>														
1	CLEARING & GRUBBING	SY	21,520	\$ 0.60	\$ 12,912.00	100%	\$ 12,912.00	0%	\$ -	100%	\$ 12,912.00	100%	\$ 12,912.00	100%
2	EXCAVATION	CY	13,590	\$ 2.00	\$ 27,180.00	100%	\$ 27,180.00	0%	\$ -	100%	\$ 27,180.00	100%	\$ 27,180.00	100%
3	EMBANKMENT	CY	6,084	\$ 1.75	\$ 10,647.00	100%	\$ 10,647.00	0%	\$ -	100%	\$ 10,647.00	100%	\$ 10,647.00	100%
4	GABION MATTRESS 1.5'	CY	692	\$ 190.00	\$ 131,480.00	100%	\$ 131,480.00	0%	\$ -	100%	\$ 131,480.00	100%	\$ 131,480.00	100%
5	REVEG	SY	21,520	\$ 0.65	\$ 13,988.00	100%	\$ 13,988.00	0%	\$ -	100%	\$ 13,988.00	100%	\$ 13,988.00	100%
				<b>TOTAL CHANNEL "D" IMPROVEMENTS</b>	<b>\$ 196,207.00</b>		<b>\$ 196,207.00</b>		<b>\$ -</b>		<b>\$ 196,207.00</b>		<b>\$ 196,207.00</b>	
<b>BOND 1-1 ONLY</b>														

Estimate Number: TWENTY (20)  
 CONTRACT 1  
 Estimate Date: 3/10/2014

# INVOICE

## FINAL COSTS & QUANTITIES FOR ENGINEER

Contractor: Austin Engineering Co., Inc.  
 P. O. Box 342349  
 Austin, Texas 78734-2349  
 Phone: (512)327-1464 FAX (512) 327-1765

Owner: KB Home Lone Star, Inc.  
 Attn: Nat Waggoner, LDPM  
 10800 Pecan Park, Suite 200  
 Austin, TX 78750

KB HOME CONTRACT NO: 5313895  
 Project: MASON RANCH PHASE 1-1

AEC Co. Job No. 13-009

ITEM	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL				
		Unit	QTY	Amount	QTY	Amount	QTY	Amount	QTY	Amount	QTY	Amount	% Compl.		
PAYMENT & PERFORMANCE BOND (INCLUDING 1-YR @10% MAINTENANCE BOND)															
LS	1	\$	59,000.00	\$	59,000.00	100%	\$	59,000.00	0%	\$	59,000.00	100%	\$	59,000.00	100%
<b>TOTAL MAINTENANCE BOND 1-1 ONLY \$ 59,000.00</b>															
CHANGE ORDER NO. 1 - POND "D" W/L RELOCATION															
EA	2	\$	250.00	\$	500.00	100%	\$	500.00	0%	\$	500.00	100%	\$	500.00	100%
EA	1	\$	1,100.00	\$	1,100.00	100%	\$	1,100.00	0%	\$	1,100.00	100%	\$	1,100.00	100%
EA	1	\$	1,400.00	\$	1,400.00	100%	\$	1,400.00	0%	\$	1,400.00	100%	\$	1,400.00	100%
EA	-1	\$	1,400.00	\$	(1,400.00)	100%	\$	(1,400.00)	0%	\$	(1,400.00)	100%	\$	(1,400.00)	100%
EA	1	\$	1,200.00	\$	1,200.00	100%	\$	1,200.00	0%	\$	1,200.00	100%	\$	1,200.00	100%
<b>TOTAL CHANGE ORDER NO. 1 \$ 2,800.00</b>															
CHANGE ORDER NO. 2 - ADJUST QTY'S IN CONSTRUCTION PLANS : BID SET vs SIGNED PLANS															
EA	6	\$	400.00	\$	2,400.00	100%	\$	2,400.00	0%	\$	2,400.00	100%	\$	2,400.00	100%
EA	2	\$	3,000.00	\$	6,000.00	100%	\$	6,000.00	0%	\$	6,000.00	100%	\$	6,000.00	100%
EA	8	\$	88.00	\$	704.00	100%	\$	704.00	0%	\$	704.00	100%	\$	704.00	100%
EA	8	\$	152.00	\$	1,216.00	100%	\$	1,216.00	0%	\$	1,216.00	100%	\$	1,216.00	100%
EA	2	\$	1,280.00	\$	2,560.00	100%	\$	2,560.00	0%	\$	2,560.00	100%	\$	2,560.00	100%
EA	1	\$	800.00	\$	800.00	100%	\$	800.00	0%	\$	800.00	100%	\$	800.00	100%
LF	8	\$	378.00	\$	3,024.00	100%	\$	3,024.00	0%	\$	3,024.00	100%	\$	3,024.00	100%
LF	127	\$	56.00	\$	7,112.00	100%	\$	7,112.00	0%	\$	7,112.00	100%	\$	7,112.00	100%
LF	-183	\$	45.00	\$	(8,235.00)	100%	\$	(8,235.00)	0%	\$	(8,235.00)	100%	\$	(8,235.00)	100%
LF	90	\$	30.00	\$	2,700.00	100%	\$	2,700.00	0%	\$	2,700.00	100%	\$	2,700.00	100%
EA	-2	\$	2,000.00	\$	(4,000.00)	100%	\$	(4,000.00)	0%	\$	(4,000.00)	100%	\$	(4,000.00)	100%
LF	85	\$	22.70	\$	1,929.50	100%	\$	1,929.50	0%	\$	1,929.50	100%	\$	1,929.50	100%
LF	258	\$	28.10	\$	7,249.80	100%	\$	7,249.80	0%	\$	7,249.80	100%	\$	7,249.80	100%
EA	1	\$	100.00	\$	100.00	100%	\$	100.00	0%	\$	100.00	100%	\$	100.00	100%

# INVOICE

## FINAL COSTS & QUANTITIES FOR ENGINEER

Owner: KB Home Lone Star, Inc.

Attn: Nat Waggoner, LDPM

10800 Pecan Park, Suite 200

Austin, TX 78750

KB HOME CONTRACT NO: 5313895

Project: MASON RANCH PHASE 1-1

AECo. Job No.

13-009

ITEM	DESCRIPTION	CONTRACT		PREVIOUS		CURRENT		TOTAL				
		Unit	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount Due	% Compl.		
14	ADD 6" WATER LINE TO AMENITY CENTER	LF	45	\$32.00	\$ 1,440.00	100%	\$ 1,440.00	0%	\$ -	100%	\$ 1,440.00	100%
15	ADD ADJUST VALVE CASTING	EA	1	\$400.00	\$ 400.00	100%	\$ 400.00	0%	\$ -	100%	\$ 400.00	100%
16	ADD 6" GATE VALVE ON PLANO DR. FOR AMENITY CENTER	EA	1	\$1,150.00	\$ 1,150.00	100%	\$ 1,150.00	0%	\$ -	100%	\$ 1,150.00	100%
17	BOND PREMIUM	LS	1	\$664.00	\$ 664.00	100%	\$ 664.00	0%	\$ -	100%	\$ 664.00	100%
	<b>TOTAL CHANGE ORDER NO. 2</b>				<b>\$ 27,214.30</b>		<b>\$ 27,214.30</b>		<b>\$ -</b>		<b>\$ 27,214.30</b>	
	<b>CHANGE ORDER NO. 5 - CONCRETE REBAR @ HEADWALL</b>											
1	ADD CONCRETE REBAR TO HEADWALL @ 1 POND "A"	LS	1	\$ 6,880.00	\$ 6,880.00	100%	\$ 6,880.00	0%	\$ -	100%	\$ 6,880.00	100%
	<b>TOTAL CHANGE ORDER NO. 5</b>				<b>\$ 6,880.00</b>		<b>\$ 6,880.00</b>		<b>\$ -</b>		<b>\$ 6,880.00</b>	
	<b>CHANGE ORDER NO. 6 - PEDESTRIAN BRIDGE</b>											
1	ADD PEDESTRIAN BRIDGE @ EAST END OF 1 POND "D"	LS	1	\$ 131,580.00	\$ 131,580.00	100%	\$ 131,580.00	0%	\$ -	100%	\$ 131,580.00	100%
	<b>TOTAL CHANGE ORDER NO. 6</b>				<b>\$ 131,580.00</b>		<b>\$ 131,580.00</b>		<b>\$ -</b>		<b>\$ 131,580.00</b>	
	<b>CHANGE ORDER NO. 7 - CONCRETE VALLEY GUTTER</b>											
1	ADD CONCRETE VALLEY GUTTER	EA	1	\$ 3,885.00	\$ 3,885.00	100%	\$ 3,885.00	0%	\$ -	100%	\$ 3,885.00	100%
	<b>TOTAL CHANGE ORDER NO. 7</b>				<b>\$ 3,885.00</b>		<b>\$ 3,885.00</b>		<b>\$ -</b>		<b>\$ 3,885.00</b>	
	<b>CHANGE ORDER NO. 8 - GABIONS vs RIPRAP</b>											
1	DELETE Gabions	CY	-1,786	\$ 190.00	\$ (339,340.00)	100%	\$ (339,340.00)	0%	\$ -	100%	\$ (339,340.00)	100%
2	ADD Restocking Fee & Freight for Gabion Baskets Manufactured & Delivered	LS	1	\$ 18,337.50	\$ 18,337.50	100%	\$ 18,337.50	0%	\$ -	100%	\$ 18,337.50	100%
3	ADD Concrete Rip Rap to replace Gabions	SY	3,370	\$ 71.50	\$ 240,955.00	100%	\$ 240,955.00	0%	\$ -	100%	\$ 240,955.00	100%
4	DELETE 14'x2' Junction Box (Ref. Item #15 - Stormwater)	EA	-1	\$ 25,000.00	\$ (25,000.00)	100%	\$ (25,000.00)	0%	\$ -	100%	\$ (25,000.00)	100%
	<b>TOTAL CHANGE ORDER NO. 8</b>				<b>\$ (105,047.50)</b>		<b>\$ (105,047.50)</b>		<b>\$ -</b>		<b>\$ (105,047.50)</b>	

Estimate Number: TWENTY (20)  
 CONTRACT 1  
 Estimate Date: 3/10/2014

# INVOICE

## FINAL COSTS & QUANTITIES FOR ENGINEER

Contractor: Austin Engineering Co., Inc.  
 P. O. Box 342349  
 Austin, Texas 78734-2349  
 Phone: (512)327-1464 FAX (512) 327-1765

Owner: KB Home Lone Star, Inc.  
 Attn: Nat Waggoner, LDPM  
 10800 Pecan Park, Suite 200  
 Austin, TX 78750

KB HOME CONTRACT NO: 5313895  
 Project: MASON RANCH PHASE 1-1

AECo. Job No. 13-009

ITEM	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL		
		Unit	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount Due	Compl.	
TOTAL CHANGE ORDER NO. 13					\$ 3,429.00			\$ -				\$ 3,429.00	
CHANGE ORDER NO. 14 - ADD ROCK RETAINING WALL													
1	RETAINING WALL	LF	345	\$ 23.75	\$ 8,193.75	100%	\$ 8,193.75	0%	\$ -	100%	\$ 8,193.75	100%	
2	SCHEDULE 40 DRAIN w/12" INLET & HEADWALL	LF	100	\$ 18.00	\$ 1,800.00	100%	\$ 1,800.00	0%	\$ -	100%	\$ 1,800.00	100%	
TOTAL CHANGE ORDER NO. 14					\$ 9,993.75			\$ -				\$ 9,993.75	
TOTAL CONTRACT AMOUNT					\$ 5,423,392.59			\$ -				\$ 5,423,392.59	

Total Work Complete to Date \$ 5,423,392.59  
 Retainage Reduction to .05% \$ -  
 Subtotal \$ 5,423,392.59  
 Less Previous Pay Request \$ 5,423,392.59  
 Amount Due This Estimate \$ -

*Inspection Fee (3.5%) = \$ 189,818.74*  
*Inspection Fees Paid = \$ 59,506.77*  
*Total Inspection fees due = \$ 130,311.97*



Approved for Payment:  
 KB HOME LONE STAR, INC.

Submitted by:  
 AUSTIN ENGINEERING CO., INC.

Carlson, Brigrance & Doering, Inc.  
 Title: \_\_\_\_\_

Date: 03/10/14 I.D. #F3791 Date: \_\_\_\_\_

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

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Date: March 11, 2014

Owner: KB Home

Contractor/Material Provider ("Affiant"): Austin Engineering Co., Inc.

Project : *Mason Ranch  
Phase 1, Section 1*

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 11th day of March, 2014

**AFFIANT:**

Signature: *Nat Wood*

Typed Name: Nat Wood

Title: Project Manager

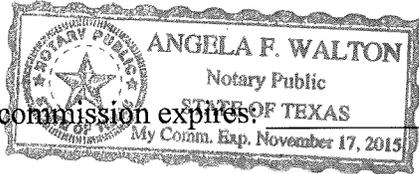
Initialed: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11<sup>th</sup> day of March 2014

[S E A L]



My commission expires: \_\_\_\_\_

Angela Walton  
Notary in and for the State of Texas

Name: Angela F. Walton

Initialed: \_\_\_\_\_



**Executive Summary**

**April 3, 2014**

**Council Agenda Subject:** Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Mason Ranch, Ph 2 Sec 1

**Background:** The subdivision infrastructure improvements required for Mason Ranch, Ph 2 Sec 1 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 **April 3, 2014**, which will provide warranty and maintenance coverage for the infrastructure improvements through **April 3, 2016**. 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 Mason Ranch, Ph 2 Sec 1.

**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

ENGINEER'S CONCURRENCE  
FOR  
CITY OF LEANDER  
MARCH 24, 2014

PROJECT: MASON RANCH PHASE 2 SECTION 1

Owner's Name and Address

Consultant Engineer's Name  
and Address

KB HOME  
c/o John Zinsmeyer  
Authorized Representative  
10800 Pecan Park Blvd, st 200  
Austin, Texas 78750

Carlson Brigance & Doering, Inc.  
5501 West William Cannon Dr  
Austin, Texas 78749  
(512) 280-5160

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

No items remain.

Seal



Lee A. Whited, P.E.

102471  
Texas Registration Number

Carlson, Brigance & Doering, Inc.  
I.D. #F3791

MAINTENANCE BOND  
Subdivision Improvements

THE STATE OF TEXAS           §  
  
COUNTY OF WILLIAMSON       §

Bond No. 4391534Mnt

KNOW ALL BY THESE PRESENTS, that Austin Engineering Co., Inc. as Principal, whose address is P.O. Box 342349, Austin, Texas 78734 and Suretec Insurance Company a Corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Three Hundred Seventy Eight Thousand Two Hundred Forty and 69/100's Dollars (\$378,240.69) 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 Mason Ranch Phase 2-1

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*(insert description of subdivision improvements)* (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

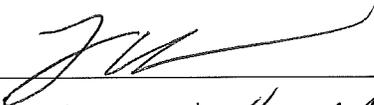
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 25<sup>th</sup> day of March, 2014.

Austin Engineering Co., Inc.  
Principal

Suretec Insurance Company  
Surety

By: 

By: 

Title: Travis Keller VP

Title: David S. Ballew, Attorney-In-Fact

Address: \_\_\_\_\_

Address: \_\_\_\_\_

P.O. Box 342349

1330 Post Oak Blvd., Suite 1100

Austin, Texas 78734

Houston, Texas 77056

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

Ballew Insurance Agency, Inc., David S. Ballew

8140 N. Mopac Expy, Bldg. 1, Suite 100, Austin, Texas 78759

(Seal)

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

*Know All Men by These Presents*, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Three Million Dollars and no/100 (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

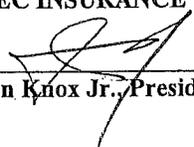
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

*In Witness Whereof*, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

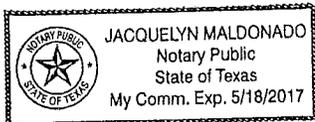
SURETEC INSURANCE COMPANY

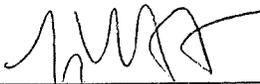
By:   
John Knox Jr., President

State of Texas                      ss:  
County of Harris



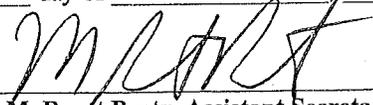
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 25th day of March, 2014, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

# SureTec Insurance Company

## THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

### Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771

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

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### Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

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### Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Contractor: Austin Engineering Co., Inc.  
P. O. Box 342349  
Austin, Texas 78734-2349  
Phone: (512)327-1464 FAX (512) 327-1765

Estimate Number: **EIGHTEEN**  
(18)  
Estimate Date: 3/24/2014

Invoice: 14098

# INVOICE

## FINAL COSTS & QUANTITIES FOR ENGINEER

Owner: KB Home Lone Star, Inc.  
Atrn: Nat Waggoner, LDPM  
10800 Pecan Park, Suite 200  
Austin, TX 78750

KB HOME CONTRACT NO. 5316523  
Project: **MASON RANCH PHASE 2-1**

AEC Co. Job No. 13-010

Item #	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL			
		Unit	Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantit.	Amount Due	% Compl.
<b>GENERAL</b>														
1	MOBILIZATION	LS	1	N/C	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	100%
2	DENSITY TESTING IN R.O.W.	LS	1	\$ 10,000.00	\$ 10,000.00	100%	\$ 10,000.00	100%	\$ 10,000.00	100%	\$ 10,000.00	100%	\$ 10,000.00	100%
3	CONSTRUCTION STAKING	LS	1	\$ 50,200.00	\$ 50,200.00	100%	\$ 50,200.00	100%	\$ 50,200.00	100%	\$ 50,200.00	100%	\$ 50,200.00	100%
<b>TOTAL GENERAL</b>							<b>\$ 60,200.00</b>			<b>\$ 60,200.00</b>			<b>\$ 60,200.00</b>	
<b>STREET IMPROVEMENTS</b>														
1	ROW CLEARING & GRUBBING	SY	42,518	\$ 1.20	\$ 51,021.60	100%	\$ 51,021.60	100%	\$ 51,021.60	100%	\$ 51,021.60	100%	\$ 51,021.60	100%
2	ROW EXCAVATION	SY	42,518	\$ 4.00	\$ 170,072.00	100%	\$ 170,072.00	100%	\$ 170,072.00	100%	\$ 170,072.00	100%	\$ 170,072.00	100%
3	SUBGRADE PREP	SY	28,724	\$ 3.00	\$ 86,172.00	100%	\$ 86,172.00	100%	\$ 86,172.00	100%	\$ 86,172.00	100%	\$ 86,172.00	100%
4	10" BASE	SY	24,522	\$ 10.20	\$ 250,124.40	100%	\$ 250,124.40	100%	\$ 250,124.40	100%	\$ 250,124.40	100%	\$ 250,124.40	100%
5	12" BASE	SY	4,202	\$ 12.20	\$ 51,264.40	100%	\$ 51,264.40	100%	\$ 51,264.40	100%	\$ 51,264.40	100%	\$ 51,264.40	100%
6	1.5" HMAC	SY	22,117	\$ 8.30	\$ 183,571.10	100%	\$ 183,571.10	100%	\$ 183,571.10	100%	\$ 183,571.10	100%	\$ 183,571.10	100%
7	2.0" HMAC	SY	3,325	\$ 10.95	\$ 36,408.75	100%	\$ 36,408.75	100%	\$ 36,408.75	100%	\$ 36,408.75	100%	\$ 36,408.75	100%
8	CURB & GUTTER	LF	13,584	\$ 9.85	\$ 133,802.40	100%	\$ 133,802.40	100%	\$ 133,802.40	100%	\$ 133,802.40	100%	\$ 133,802.40	100%
9	CONCRETE VALLEY GUTTER	EA	1	\$ 3,885.00	\$ 3,885.00	100%	\$ 3,885.00	100%	\$ 3,885.00	100%	\$ 3,885.00	100%	\$ 3,885.00	100%
10	ADA RAMPS	EA	48	\$ 800.00	\$ 38,400.00	100%	\$ 38,400.00	100%	\$ 38,400.00	100%	\$ 38,400.00	100%	\$ 38,400.00	100%
11	STREET/STOP/BAR	EA	29	\$ 400.00	\$ 11,600.00	100%	\$ 11,600.00	100%	\$ 11,600.00	100%	\$ 11,600.00	100%	\$ 11,600.00	100%
12	4' SIDEWALK	LF	2,657	\$ 20.80	\$ 55,265.60	100%	\$ 55,265.60	100%	\$ 55,265.60	100%	\$ 55,265.60	100%	\$ 55,265.60	100%
13	BARRICADES	EA	6	\$ 1,000.00	\$ 6,000.00	100%	\$ 6,000.00	100%	\$ 6,000.00	100%	\$ 6,000.00	100%	\$ 6,000.00	100%
<b>TOTAL STREET IMPROVEMENTS</b>							<b>\$ 1,077,587.25</b>			<b>\$ 1,077,587.25</b>			<b>\$ 1,077,587.25</b>	
<b>SEWER IMPROVEMENTS</b>														
1	8" SDR-26 (0-8)	LF	1,062	\$ 40.00	\$ 42,480.00	100%	\$ 42,480.00	100%	\$ 42,480.00	100%	\$ 42,480.00	100%	\$ 42,480.00	100%
2	8" SDR-26 (8-10)	LF	2,467	\$ 44.00	\$ 108,548.00	100%	\$ 108,548.00	100%	\$ 108,548.00	100%	\$ 108,548.00	100%	\$ 108,548.00	100%

Contractor: Austin Engineering Co., Inc.  
 P. O. Box 342349  
 Austin, Texas 78734-2349  
 Phone: (512)327-1464 FAX (512) 327-1765

Estimate Number: **EIGHTEEN**  
 (18)  
 Estimate Date: **3/24/2014**

Invoice: **14098**

# INVOICE

## FINAL COSTS & QUANTITIES FOR ENGINEER

Owner: KB Home Lone Star, Inc.  
 Attn: Nat Waggoner, LDPM  
 10800 Pecan Park, Suite 200  
 Austin, TX 78750

KB HOME CONTRACT NO. 5316523  
 Project: **MASON RANCH PHASE 2-1**

AECO. Job No. 13-010

Item #	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL			
		Unit	Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	% Compl.
3	8" SDR-26 (10-12)	LF	1,505	\$ 51.00	\$ 76,755.00	100%	\$ 76,755.00	0%	\$ -	100%	\$ -	100%	\$ 76,755.00	100%
4	8" SDR-26 (12-14)	LF	770	\$ 60.00	\$ 46,200.00	100%	\$ 46,200.00	0%	\$ -	100%	\$ -	100%	\$ 46,200.00	100%
5	8" SDR-26 (14-16)	LF	270	\$ 71.00	\$ 19,170.00	100%	\$ 19,170.00	0%	\$ -	100%	\$ -	100%	\$ 19,170.00	100%
6	8" SDR-26 (16-18)	LF	431	\$ 83.00	\$ 35,773.00	100%	\$ 35,773.00	0%	\$ -	100%	\$ -	100%	\$ 35,773.00	100%
7	8" SDR-26 (18-20)	LF	310	\$ 96.00	\$ 29,760.00	100%	\$ 29,760.00	0%	\$ -	100%	\$ -	100%	\$ 29,760.00	100%
8	8" SDR-26 (20-22)	LF	406	\$ 110.00	\$ 44,660.00	100%	\$ 44,660.00	0%	\$ -	100%	\$ -	100%	\$ 44,660.00	100%
9	8" SDR-26 (22-24)	LF	180	\$ 120.00	\$ 21,600.00	100%	\$ 21,600.00	0%	\$ -	100%	\$ -	100%	\$ 21,600.00	100%
10	8" SDR-26 (24-26)	LF	162	\$ 135.00	\$ 21,870.00	100%	\$ 21,870.00	0%	\$ -	100%	\$ -	100%	\$ 21,870.00	100%
11	4' DIA MANHOLE	EA	53	\$ 4,500.00	\$ 238,500.00	100%	\$ 238,500.00	0%	\$ -	100%	\$ -	100%	\$ 238,500.00	100%
12	EXTRA MANHOLE DEPTH	VF	205	\$ 360.00	\$ 73,800.00	100%	\$ 73,800.00	0%	\$ -	100%	\$ -	100%	\$ 73,800.00	100%
13	DROP MANHOLE CONNECTIONS	EA	2	\$ 800.00	\$ 1,600.00	100%	\$ 1,600.00	0%	\$ -	100%	\$ -	100%	\$ 1,600.00	100%
14	DOUBLE SERVICE	EA	52	\$ 1,700.00	\$ 88,400.00	100%	\$ 88,400.00	0%	\$ -	100%	\$ -	100%	\$ 88,400.00	100%
15	SINGLE SERVICE	EA	15	\$ 1,300.00	\$ 19,500.00	100%	\$ 19,500.00	0%	\$ -	100%	\$ -	100%	\$ 19,500.00	100%
16	TRENCH SAFETY	LF	7,563	\$ 2.00	\$ 15,126.00	100%	\$ 15,126.00	0%	\$ -	100%	\$ -	100%	\$ 15,126.00	100%
17	ADJUST MANHOLE TO GRADE	EA	52	\$ 400.00	\$ 20,800.00	100%	\$ 20,800.00	0%	\$ -	100%	\$ -	100%	\$ 20,800.00	100%
<b>TOTAL SEWER IMPROVEMENTS</b>					<b>\$ 904,542.00</b>		<b>\$ 904,542.00</b>		<b>\$ -</b>		<b>\$ 904,542.00</b>		<b>\$ 904,542.00</b>	
<b>WATER IMPROVEMENTS</b>														
1	12" WET CONNECTION	EA	4	\$ 400.00	\$ 1,600.00	100%	\$ 1,600.00	0%	\$ -	100%	\$ -	100%	\$ 1,600.00	100%
2	8" C-900 DR-14	LF	6,027	\$ 36.00	\$ 216,972.00	100%	\$ 216,972.00	0%	\$ -	100%	\$ -	100%	\$ 216,972.00	100%
3	12" C-900 DR-14	LF	1,022	\$ 50.00	\$ 51,100.00	100%	\$ 51,100.00	0%	\$ -	100%	\$ -	100%	\$ 51,100.00	100%
4	8" GATE VALVE	EA	20	\$ 1,500.00	\$ 30,000.00	100%	\$ 30,000.00	0%	\$ -	100%	\$ -	100%	\$ 30,000.00	100%
5	12" GATE VALVE	EA	6	\$ 2,400.00	\$ 14,400.00	100%	\$ 14,400.00	0%	\$ -	100%	\$ -	100%	\$ 14,400.00	100%
6	FIRE HYDRANT ASSEMBLY	EA	12	\$ 3,800.00	\$ 45,600.00	100%	\$ 45,600.00	0%	\$ -	100%	\$ -	100%	\$ 45,600.00	100%

Contractor: Austin Engineering Co., Inc.  
P. O. Box 342349  
Austin, Texas 78734-2349  
Phone: (512)327-1464 FAX (512) 327-1765

Estimate Number: **EIGHTEEN**  
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KB HOME CONTRACT NO. 5316523  
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AEC Co. Job No. 13-010

Item #	DESCRIPTION	CONTRACT			PREVIOUS		CURRENT		TOTAL			
		Unit	Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
7	DOUBLE LONG SERVICE	EA	32	\$ 1,650.00	\$ 52,800.00	100%	\$ 52,800.00	0%	\$ -	100%	\$ 52,800.00	100%
8	SINGLE LONG SERVICE	EA	8	\$ 1,300.00	\$ 10,400.00	100%	\$ 10,400.00	0%	\$ -	100%	\$ 10,400.00	100%
9	DOUBLE SHORT SERVICE	EA	20	\$ 950.00	\$ 19,000.00	100%	\$ 19,000.00	0%	\$ -	100%	\$ 19,000.00	100%
10	SINGLE SHORT SERVICE	EA	7	\$ 600.00	\$ 4,200.00	100%	\$ 4,200.00	0%	\$ -	100%	\$ 4,200.00	100%
11	2" IRR SERVICE	EA	1	\$ 1,100.00	\$ 1,100.00	100%	\$ 1,100.00	0%	\$ -	100%	\$ 1,100.00	100%
12	TRENCH SAFETY	LF	7,049	\$ 0.50	\$ 3,524.50	100%	\$ 3,524.50	0%	\$ -	100%	\$ 3,524.50	100%
13	ADJUST VALVE CASTINGS	EA	38	\$ 400.00	\$ 15,200.00	100%	\$ 15,200.00	0%	\$ -	100%	\$ 15,200.00	100%
<b>TOTAL WATER IMPROVEMENTS</b>					<b>\$ 465,896.50</b>		<b>\$ 465,896.50</b>		<b>\$ -</b>		<b>\$ 465,896.50</b>	
<b>STORM IMPROVEMENTS</b>												
1	18" RCP CL-III	LF	1,975	\$ 52.00	\$ 102,700.00	100%	\$ 102,700.00	0%	\$ -	100%	\$ 102,700.00	100%
2	24" RCP CL-III	LF	853	\$ 66.00	\$ 56,298.00	100%	\$ 56,298.00	0%	\$ -	100%	\$ 56,298.00	100%
3	30" RCP CL-III	LF	1,123	\$ 80.00	\$ 89,840.00	100%	\$ 89,840.00	0%	\$ -	100%	\$ 89,840.00	100%
4	36" RCP CL-III	LF	1,254	\$ 116.00	\$ 145,464.00	100%	\$ 145,464.00	0%	\$ -	100%	\$ 145,464.00	100%
5	48" RCP CL-III	LF	740	\$ 168.00	\$ 124,320.00	100%	\$ 124,320.00	0%	\$ -	100%	\$ 124,320.00	100%
6	10 x 4 BOX CULVERT	LF	27	\$ 445.00	\$ 12,015.00	100%	\$ 12,015.00	0%	\$ -	100%	\$ 12,015.00	100%
7	7 x 4 BOX CULVERT	LF	571	\$ 258.00	\$ 147,318.00	100%	\$ 147,318.00	0%	\$ -	100%	\$ 147,318.00	100%
8	6 x 4 BOX CULVERT	LF	210	\$ 254.00	\$ 53,340.00	100%	\$ 53,340.00	0%	\$ -	100%	\$ 53,340.00	100%
9	5 x 4 BOX CULVERT	LF	394	\$ 218.00	\$ 85,892.00	100%	\$ 85,892.00	0%	\$ -	100%	\$ 85,892.00	100%
10	12 x 8 JUNCTION BOX	EA	1	\$ 20,000.00	\$ 20,000.00	100%	\$ 20,000.00	0%	\$ -	100%	\$ 20,000.00	100%
11	9 x 8 JUNCTION BOX	EA	1	\$ 15,000.00	\$ 15,000.00	100%	\$ 15,000.00	0%	\$ -	100%	\$ 15,000.00	100%
12	9 x 7 JUNCTION BOX	EA	1	\$ 11,000.00	\$ 11,000.00	100%	\$ 11,000.00	0%	\$ -	100%	\$ 11,000.00	100%
13	9 x 4 JUNCTION BOX	EA	2	\$ 10,000.00	\$ 20,000.00	100%	\$ 20,000.00	0%	\$ -	100%	\$ 20,000.00	100%
14	8 x 6 JUNCTION BOX	EA	1	\$ 10,000.00	\$ 10,000.00	100%	\$ 10,000.00	0%	\$ -	100%	\$ 10,000.00	100%

Contractor: Austin Engineering Co., Inc.  
P. O. Box 342349  
Austin, Texas 78734-2349  
Phone: (512)327-1464 FAX (512) 327-1765

Estimate Number: EIGHTEEN  
(18)  
Estimate Date: 3/24/2014

Invoice: 14098

# INVOICE

## FINAL COSTS & QUANTITIES FOR ENGINEER

Owner: KB Home Lone Star, Inc.  
Attrn: Nat Waggoner, LDPM  
10800 Pecan Park, Suite 200  
Austin, TX 78750

KB HOME CONTRACT NO. 5316523  
Project: MASON RANCH PHASE 2-1

AEC Co. Job No. 13-010

Item #	DESCRIPTION	CONTRACT			PREVIOUS		CURRENT		TOTAL				
		Unit	Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount		
15	6 x 6 JUNCTION BOX	EA	1	\$ 15,000.00	\$ 15,000.00	100%	\$ 15,000.00	0%	\$ 0	-	100%	\$ 15,000.00	100%
16	5" DIA MANHOLE	EA	6	\$ 4,250.00	\$ 25,500.00	100%	\$ 25,500.00	0%	\$ 0	-	100%	\$ 25,500.00	100%
17	4" DIA MANHOLE	EA	1	\$ 3,400.00	\$ 3,400.00	100%	\$ 3,400.00	0%	\$ 0	-	100%	\$ 3,400.00	100%
18	8 x 8 GRATED AREA INLET	EA	1	\$ 17,800.00	\$ 17,800.00	100%	\$ 17,800.00	0%	\$ 0	-	100%	\$ 17,800.00	100%
19	10' CURB INLET	EA	35	\$ 3,240.00	\$ 113,400.00	100%	\$ 113,400.00	0%	\$ 0	-	100%	\$ 113,400.00	100%
20	6' FLAT BOTTOM CHANNEL	LF	683	\$ 25.00	\$ 17,075.00	100%	\$ 17,075.00	0%	\$ 0	-	100%	\$ 17,075.00	100%
21	TRENCH SAFETY	LF	7,560	\$ 2.00	\$ 15,120.00	100%	\$ 15,120.00	0%	\$ 0	-	100%	\$ 15,120.00	100%
<b>TOTAL STORM IMPROVEMENTS</b>					<b>\$ 1,100,482.00</b>		<b>\$ 1,100,482.00</b>		<b>\$ -</b>			<b>\$ 1,100,482.00</b>	
<b>EROSION CONTROL IMPROVEMENTS</b>													
1	STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$ 1,100.00	\$ 1,100.00	100%	\$ 1,100.00	0%	\$ 0	-	100%	\$ 1,100.00	100%
2	SILT FENCE	LF	4,726	\$ 2.10	\$ 9,924.60	100%	\$ 9,924.60	0%	\$ 0	-	100%	\$ 9,924.60	100%
3	INLET PROTECTION	EA	41	\$ 85.00	\$ 3,485.00	100%	\$ 3,485.00	0%	\$ 0	-	100%	\$ 3,485.00	100%
4	ROW REVEGETATION	SY	16,293	\$ 0.65	\$ 10,590.45	100%	\$ 10,590.45	0%	\$ 0	-	100%	\$ 10,590.45	100%
5	TREE PROTECTION	LF	565	\$ 2.95	\$ 1,666.75	100%	\$ 1,666.75	0%	\$ 0	-	100%	\$ 1,666.75	100%
6	CONCRETE WASHOUT	EA	1	\$ 1,420.00	\$ 1,420.00	100%	\$ 1,420.00	0%	\$ 0	-	100%	\$ 1,420.00	100%
7	ACCESS ROAD	SY	825	\$ 1.20	\$ 990.00	100%	\$ 990.00	0%	\$ 0	-	100%	\$ 990.00	100%
<b>TOTAL EROSION CONTROL IMPROVEMENTS</b>					<b>\$ 29,176.80</b>		<b>\$ 29,176.80</b>		<b>\$ -</b>			<b>\$ 29,176.80</b>	

Contractor: Austin Engineering Co., Inc.  
P. O. Box 342349  
Austin, Texas 78734-2349  
Phone: (512)327-1464 FAX (512) 327-1765

Estimate Number: **EIGHTEEN**  
(18)  
Estimate Date: 3/24/2014

Invoice: 14098

# INVOICE

## FINAL COSTS & QUANTITIES FOR ENGINEER

Owner: KB Home Lone Star, Inc.  
Attn: Nat Waggoner, LDPM  
10800 Pecan Park, Suite 200  
Austin, TX 78750

KB HOME CONTRACT NO. 5316523  
Project: **MASON RANCH PHASE 2-1**

AECo. Job No. 13-010

Item #	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL			
		Unit	Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantit. Amount Due	% Compl.	
<b>1-1 BOND</b>														
1	PAYMENT & PERFORMANCE BOND (INCL 1-YR @ 10% MAINTENANCE BOND)	LS	1	\$ 47,000.00	\$ 47,000.00	100%	\$ 47,000.00	0%	\$ -	100%	\$ 47,000.00	100%	\$ 47,000.00	
	<b>TOTAL BOND 1-1</b>				<b>\$ 47,000.00</b>				<b>\$ -</b>				<b>\$ 47,000.00</b>	
<b>CHANGE ORDER NO. 3 - ADD LOT FILL</b>														
1	ADD LOT FILL PER GRADING PLAN TO INSURE PROPER DRAINAGE (EMBANKMENT)	CY	16,152	\$ 2.00	\$ 32,304.00	100%	\$ 32,304.00	0%	\$ -	100%	\$ 32,304.00	100%	\$ 32,304.00	
	<b>TOTAL CHANGE ORDER NO. 3 - LOT FILL</b>				<b>\$ 32,304.00</b>				<b>\$ -</b>				<b>\$ 32,304.00</b>	
<b>CHANGE ORDER NO. 4 - PLANS REVISIONS</b>														
1	ADD 8'-Wide ADA Ramps (pg. 17)	EA	16	\$1,280.00	\$ 20,480.00	100%	\$ 20,480.00	0%	\$ -	100%	\$ 20,480.00	100%	\$ 20,480.00	
2	DELETE Standard ADA Ramps (pg. 17 & pg. 18)	EA	-8	\$800.00	\$ (6,400.00)	100%	\$ (6,400.00)	0%	\$ -	100%	\$ (6,400.00)	100%	\$ (6,400.00)	
3	ADD Concrete Valley Gutter 30' Wide (pgs. 24, 27, 33)	EA	3	\$3,885.00	\$ 11,655.00	100%	\$ 11,655.00	0%	\$ -	100%	\$ 11,655.00	100%	\$ 11,655.00	
4	ADD Concrete Valley Gutter 70' Wide (pgs. 17, 18, 29)	EA	4	\$5,758.00	\$ 23,032.00	100%	\$ 23,032.00	0%	\$ -	100%	\$ 23,032.00	100%	\$ 23,032.00	
5	ADD Street Signs (pgs. 17, 18, 29)	EA	14	\$400.00	\$ 5,600.00	100%	\$ 5,600.00	0%	\$ -	100%	\$ 5,600.00	100%	\$ 5,600.00	
6	ADD Crosswalk striping (pgs. 17, 18, 29)	EA	3	\$3,000.00	\$ 9,000.00	100%	\$ 9,000.00	0%	\$ -	100%	\$ 9,000.00	100%	\$ 9,000.00	
7	ADD 4' sidewalk (pg. 17, 18, 29)	LF	120	\$20.80	\$ 2,496.00	100%	\$ 2,496.00	0%	\$ -	100%	\$ 2,496.00	100%	\$ 2,496.00	
8	ADD 6' sidewalk (pgs. 17, 18, 27, 29)	LF	253	\$22.70	\$ 5,743.10	100%	\$ 5,743.10	0%	\$ -	100%	\$ 5,743.10	100%	\$ 5,743.10	
9	DELETE 10' CURB INLET	EA	-2	\$3,240.00	\$ (6,480.00)	100%	\$ (6,480.00)	0%	\$ -	100%	\$ (6,480.00)	100%	\$ (6,480.00)	
10	ADD 15' CURB INLET	EA	3	\$4,410.00	\$ 13,230.00	100%	\$ 13,230.00	0%	\$ -	100%	\$ 13,230.00	100%	\$ 13,230.00	
11	DELETE 30" RCP (pg. 35)	LF	-1,123	\$80.00	\$ (89,840.00)	100%	\$ (89,840.00)	0%	\$ -	100%	\$ (89,840.00)	100%	\$ (89,840.00)	
12	ADD 30" RCP (pg. 35)	LF	1,112	\$8.00	\$ 8,896.00	100%	\$ 8,896.00	0%	\$ -	100%	\$ 8,896.00	100%	\$ 8,896.00	
13	DELETE 36" RCP (pg. 38)	LF	-1,254	\$116.00	\$ (145,464.00)	100%	\$ (145,464.00)	0%	\$ -	100%	\$ (145,464.00)	100%	\$ (145,464.00)	

Contractor: Austin Engineering Co., Inc.  
P. O. Box 342349  
Austin, Texas 78734-2349  
Phone: (512)327-1464 FAX (512) 327-1765

Estimate Number: EIGHTEEN  
(18)  
Estimate Date: 3/24/2014

Invoice: 14098

# INVOICE

## FINAL COSTS & QUANTITIES FOR ENGINEER

Owner: KB Home Lone Star, Inc.  
Attn: Nat Waggoner, LDPM  
10800 Pecan Park, Suite 200  
Austin, TX 78750

KB HOME CONTRACT NO. 5316523  
Project: MASON RANCH PHASE 2-1

AEC Co. Job No. 13-010

Item #	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL					
		Unit	Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantit	Amount	Due	%	Compl.
14	ADD 36" RCP (pg. 38)	LF	1,237	\$116.00	\$ 143,492.00	100%	\$ 143,492.00	0%	\$ 0	-	100%	\$ 143,492.00	100%	\$ 143,492.00	100%	
15	DELETE 48" RCP (pg. 37)	LF	-740	\$168.00	\$ (124,320.00)	100%	\$ (124,320.00)	0%	\$ 0	-	100%	\$ (124,320.00)	100%	\$ (124,320.00)	100%	
16	ADD 48" RCP (pg. 37)	LF	859	\$168.00	\$ 144,312.00	100%	\$ 144,312.00	0%	\$ 0	-	100%	\$ 144,312.00	100%	\$ 144,312.00	100%	
17	DELETE 10'x4' Box Culvert (pg. 35)	LF	-27	\$445.00	\$ (12,015.00)	100%	\$ (12,015.00)	0%	\$ 0	-	100%	\$ (12,015.00)	100%	\$ (12,015.00)	100%	
18	ADD 2-8'x5' Box Culvert (pg. 35)	LF	27	\$360.00	\$ 9,720.00	100%	\$ 9,720.00	0%	\$ 0	-	100%	\$ 9,720.00	100%	\$ 9,720.00	100%	
19	DELETE 7'x4' Box Culvert (pgs. 35, 41)	LF	-571	\$258.00	\$ (147,318.00)	100%	\$ (147,318.00)	0%	\$ 0	-	100%	\$ (147,318.00)	100%	\$ (147,318.00)	100%	
20	ADD 7'x4' Box Culvert (pgs. 35, 41)	LF	418	\$258.00	\$ 107,844.00	100%	\$ 107,844.00	0%	\$ 0	-	100%	\$ 107,844.00	100%	\$ 107,844.00	100%	
21	ADD 8'x4' Box Culvert (pgs. 35, 41)	LF	43	\$295.00	\$ 12,685.00	100%	\$ 12,685.00	0%	\$ 0	-	100%	\$ 12,685.00	100%	\$ 12,685.00	100%	
22	DELETE 12'x8' J-Box (pg. 35)	EA	-1	\$20,000.00	\$ (20,000.00)	100%	\$ (20,000.00)	0%	\$ 0	-	100%	\$ (20,000.00)	100%	\$ (20,000.00)	100%	
23	ADD 20'x9' J-Box (pg. 35)	EA	1	\$35,000.00	\$ 35,000.00	100%	\$ 35,000.00	0%	\$ 0	-	100%	\$ 35,000.00	100%	\$ 35,000.00	100%	
24	DELETE 9'x8' J-Box (pg. 41)	EA	-1	\$15,000.00	\$ (15,000.00)	100%	\$ (15,000.00)	0%	\$ 0	-	100%	\$ (15,000.00)	100%	\$ (15,000.00)	100%	
25	ADD 18'x8' J-Box (pg. 41)	EA	1	\$30,000.00	\$ 30,000.00	100%	\$ 30,000.00	0%	\$ 0	-	100%	\$ 30,000.00	100%	\$ 30,000.00	100%	
26	ADD 4'x4' Area Inlet (pgs. 37, 38)	EA	2	\$2,400.00	\$ 4,800.00	100%	\$ 4,800.00	0%	\$ 0	-	100%	\$ 4,800.00	100%	\$ 4,800.00	100%	
27	DELETE 5'x4' Box Culvert (pg. 39)	LF	-394	\$218.00	\$ (85,892.00)	100%	\$ (85,892.00)	0%	\$ 0	-	100%	\$ (85,892.00)	100%	\$ (85,892.00)	100%	
28	ADD 5'x4' Box Culvert (pg. 39)	LF	209	\$218.00	\$ 45,562.00	100%	\$ 45,562.00	0%	\$ 0	-	100%	\$ 45,562.00	100%	\$ 45,562.00	100%	
29	ADD 8'x3' Box Culvert (pg. 39)	LF	204	\$286.00	\$ 58,344.00	100%	\$ 58,344.00	0%	\$ 0	-	100%	\$ 58,344.00	100%	\$ 58,344.00	100%	
*30	DELETE 12" G.V. (pgs. 46, 47, 48, 49, 50, 51)	EA	-8	\$24,000.00	\$ (19,200.00)	100%	\$ (19,200.00)	0%	\$ 0	-	100%	\$ (19,200.00)	100%	\$ (19,200.00)	100%	
31	ADD 2" AARV (pgs. 46, 48, 51)	EA	3	\$2,000.00	\$ 6,000.00	100%	\$ 6,000.00	0%	\$ 0	-	100%	\$ 6,000.00	100%	\$ 6,000.00	100%	
<b>TOTAL CHANGE ORDER NO. 4</b>											\$	25,962.10	\$	25,962.10		
<b>CHANGE ORDER NO. 5 - CORRECTION TO CO #4 - LINE ITEM 30</b>																
30	ADD 12" G.V. (pgs. 46, 47, 48, 49, 50, 51)	EA	3	\$2,400.00	\$ 7,200.00	100%	\$ 7,200.00	0%	\$ 0	-	100%	\$ 7,200.00	100%	\$ 7,200.00	100%	
<b>TOTAL CHANGE ORDER NO. 5</b>											\$	7,200.00	\$	7,200.00		

Contractor: Austin Engineering Co., Inc.  
 P. O. Box 342349  
 Austin, Texas 78734-2349  
 Phone: (512)327-1464 FAX (512) 327-1765

Estimate Number: **EIGHTEEN** Invoice: **14098**  
 (18)  
 Estimate Date: **3/24/2014**

# INVOICE

## FINAL COSTS & QUANTITIES FOR ENGINEER

Owner: KB Home Lone Star, Inc.  
 Attn: Nat Waggoner, LDPM  
 10800 Pecan Park, Suite 200  
 Austin, TX 78750

Project: KB HOME CONTRACT NO. 5316523  
**MASON RANCH PHASE 2-1**

AEC Co. Job No. 13-0710

Item #	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL		
		Unit	Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantit.	Amount Due
<b>CHANGE ORDER NO. 6 - CLEAR &amp; GRUB LOT 92 BLOCK A</b>													
1	CLEAR & GRUB	SY	3,536	\$1.20	\$ 4,243.20	100%	\$ 4,243.20	0%	\$ -	100%	\$ 4,243.20	100%	100%
2	6' SIDEWALK	LF	180	\$22.70	\$ 4,086.00	100%	\$ 4,086.00	0%	\$ -	100%	\$ 4,086.00	100%	100%
3	4' TOPSOIL & LEVEL UP TO LOT 92, BLK A	SY	800	\$4.00	\$ 3,200.00	100%	\$ 3,200.00	0%	\$ -	100%	\$ 3,200.00	100%	100%
4	EMBANKMENT	SY	2,616	\$2.00	\$ 5,232.00	100%	\$ 5,232.00	0%	\$ -	100%	\$ 5,232.00	100%	100%
					<b>\$ 16,761.20</b>		<b>\$ 16,761.20</b>		<b>\$ -</b>		<b>\$ 16,761.20</b>		<b>\$ 16,761.20</b>
<b>CHANGE ORDER NO. 8 - CLEARING OF CEDAR</b>													
1	CLEAR CEDAR ON MISC LOTS	LS	1	\$15,295.00	\$ 15,295.00	100%	\$ 15,295.00	0%	\$ -	100%	\$ 15,295.00	100%	100%
					<b>\$ 15,295.00</b>		<b>\$ 15,295.00</b>		<b>\$ -</b>		<b>\$ 15,295.00</b>		<b>\$ 15,295.00</b>
					<b>\$ 3,782,406.85</b>		<b>\$ 3,782,406.85</b>		<b>\$ -</b>		<b>\$ 3,782,406.85</b>		<b>\$ 3,782,406.85</b>

3-24-14  
 STATE OF TEXAS  
 LEE A. WHITE  
 102471  
 PROFESSIONAL ENGINEER  
 CARLSON, BRIGANCE & DOERING, INC.  
 I.D. #F3791

Approved for Payment:  
 KB HOME LONE STAR, INC.

Total Work Complete to Date \$ 3,782,406.85  
 RETAINAGE REDUCTION TO 5% \$ -  
 Subtotal \$ 3,782,406.85  
 Less Previous Pay Request \$ 3,782,406.85  
 Amount Due This Estimate \$ -

Inspection Fees (35%) = \$ 1,324,223.24  
 Inspection Fees Paid = \$ 101,090.50  
 Total Inspection fees due = \$ 1,223,132.74

Submitted by:  
 AUSTIN ENGINEERING CO., INC.

Date: 03/24/14 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

BEFORE ME the undersigned authority on this day personally appeared Travis W. Keller, 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.

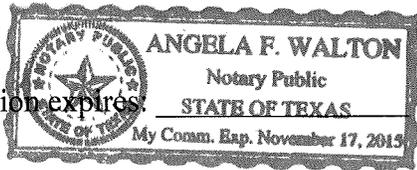
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25<sup>th</sup> day of March 2014

[S E A L]

Angela Walton  
Notary in and for the State of Texas

Name: ANGELA F. WALTON

My commission expires



Initialed: \_\_\_\_\_



**Executive Summary**

**April 3, 2014**

**Subject:** Consider Contract Awards to Lease & Purchase Golf Course Maintenance Equipment

**Background:** Three bids were submitted bids February 17, 2014 for golf course maintenance equipment (2 Mowers, Greens Roller, Verticutter, Bedknife Grinder and Reel Grinder). Bid tabulations, evaluation criteria and award recommendations are attached.

Please note that for Items #1 and #2 staff recommends 48-month leases from the highest bidder. The highest bids are recommended because the two lower bidders did not meet all of the required specifications, as follows:

1. Off-set reels are not provided. Off-set reels provide for clean passes on greens and tees to eliminate tire marks;
2. Tires allowing higher clearance are not provided. Higher clearances are needed to allow mowers to ride over obstacles;
3. Mowers have lower fuel capacities; and
4. Mowers don't meet EPA Tier 2 or Interim Tier 4 emission requirements

Vendors were asked to submit bids in a variety of methods (purchase, lease, lease-to-own, new and refurbished equipment) so as to obtain the most favorable terms and cost. We utilized all of these methods and reduced the cost by \$8,038 (by not just leasing the equipment as we usually do).

Funds for the equipment are included in the FY 13-14 Budget.

**Financial Consideration:**

- Year 1 (\$32,984.12)
- Years 2 through 4 (\$19,131.12 per year)
- Year 5 (\$4,185.60)
- Total Cost for the 5-Year Period (\$94,563.08)

**Recommendation:** Staff respectfully recommends that the Council award contracts for the specified equipment and terms to the following vendors:

1. Riding Mower - 48 month lease in the amount of \$29,891.04 from Austin Turf & Tractor
2. Riding Mower - 48 month lease in the amount of \$29,891.04 from Austin Turf & Tractor
3. Greens Roller - \$11,353 purchase from C&M Equipment
4. Verticutter - \$2,500 purchase from Austin Turf & Tractor
5. Bedknife Grinder – 60 month lease-to-own in the amount of \$10,287 from Austin Turf & Tractor
6. Reel Grinder – 60 month lease-to-own in the amount of \$10,641 from Austin Turf & Tractor

**Attachments:** Bid Tabulations, Evaluation Criteria & Award Recommendations

**Prepared by:** Stephen Bosak, Parks & Recreation Director  
Joy Singleton, Purchasing Agent  
Wayne Slaton, Golf Course Superintendent

Bid Info: City of Leander  
 Golf Course Maintenance Equipment

Solicitation No. #S14-011

Opening: 02/17/2014

**LEASE COMPARISON**

EVALUATION CRITERIA	Max Points	 C&M Equipment	 Austin Turf and Tractor	 PROFESSIONAL TURF PRODUCTS Professional Turf Products
Price and Score	<b>60</b>	<b>57</b>	<b>57</b>	<b>60</b>
Item #1 Riding Mower, 48-Month Lease Term		\$29,760.00	\$29,891.04	\$28,465.44
Item #2 Riding Mower, 48-Month Lease Term		\$29,760.00	\$29,891.04	\$28,465.44
<b>TOTAL</b>		<b>\$59,520.00</b>	<b>\$59,782.08</b>	<b>\$56,930.88</b>
Reputation of Bidder/ Goods and Services and Quality of Goods and Service	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
Responsiveness		Vendor is engaged in sale of golf course maintenance equipment.	Vendor is engaged in sale of golf course maintenance equipment.	Vendor is engaged in sale of golf course maintenance equipment.
Meets City's Needs	<b>30</b>	<b>20</b>	<b>30</b>	<b>25</b>
Item meets specifications, warranty length, replacement parts available.		Eclipse 322 does not meet all specifications. 2-year warranty. 30 days to deliver. 7, 9 11 or 15 blades. 22 inch reel width. 13.3 HP deisel engine. 19x9.5x8 tires - limited clearance.. 5 gal fuel capacity. Transport speed 9 mph. <b>ITEM DOES NOT PROVIDE OFFSET REELS.</b>	Meets specifications. 2-year warranty. 20 days to deliver. 19.6 HP deisel engine. 22 inch reel width. 20x10-10 tires. 7.9 U.S. gal fuel capacity. City's experience with service from this vendor has been exceptional. <b>ITEM DOES PROVIDE OFFSET REELS.</b> Vendor notes EPA Tier 2, Interim Tier 4 compliance.	Greensmaster 3420 does not meet all specifications. 2-year warranty or 1500 operational hours. 30 days to deliver. 23.5 hp deisel. 6 gal fuel capacity. 10 mph transport speed. 19x10.5x8 tires - limited clearance. 21" reel width. <b>ITEM DOES NOT PROVIDE OFFSET REELS.</b>
<b>TOTAL:</b>	<b>100</b>	<b>87</b>	<b>97</b>	<b>95</b>

**Award**



City of Leander

## INTEROFFICE MEMO

DATE: March 24, 2013

TO: Steve Bosak; Grant Collyns

FROM: Joy Simonton

RE: Recommendation for Awards for Solicitation #S14-011 Golf Course Maintenance Equipment

---

The Purchasing Division recommends the following split award (document attached) for the purchase of golf course maintenance equipment in accordance with the Best Value Evaluation Process.

Three (3) responses were received. Two (2) HUBS were notified of the solicitation.

Item #1	48 Month Lease \$29,891.04	Austin Turf and Tractor
Item #2	48 Month Lease \$29,891.04	Austin Turf and Tractor
Item #3	Purchase \$11,353.00	C&M Equipment
Item #4	Purchase \$2,500.00	Austin Turf and Tractor
Item #5	60 Month Lease to Own \$10,287.00	Austin Turf and Tractor
Item #6	60 Month Lease to own \$10,641.00	Austin Turf and Tractor

JB

CC: FILE

Bid Info: City of Leander  
 Golf Course Maintenance Equipment

Solicitation No. #S14-011

Opening: 02/17/2014

**PURCHASE OPTION**

EVALUATION CRITERIA	Max Points	 C&M Equipment	 Austin Turf and Tractor	 PROFESSIONAL TURF PRODUCTS Professional Turf Products
Price and Score	<b>60</b>	<b>59</b>	<b>51</b>	<b>60</b>
Item #3 Greens Roller  TOTAL		\$11,353.00 \$11,353.00	\$13,139.17 \$13,139.17	\$11,214.21 \$11,214.21
Reputation of Bidder/ Goods and Services and Quality of Goods and Service	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
Responsiveness		Vendor is engaged in sale of golf course maintenance equipment.	Vendor is engaged in sale of golf course maintenance equipment.	Vendor is engaged in sale of golf course maintenance equipment.
Meets City's Needs	<b>30</b>	<b>30</b>	<b>28</b>	<b>20</b>
		16 hp Comes with trailer. 2 year warranty on vehicle. 2 year warranty on engine.	13 hp Comes with trailer. No clearance issues. 5 year warranty on vehicle. 1 year warranty on engine.	6 hp No trailer. Clearance issue for transportation. 2 year warranty.
TOTAL:	<b>100</b>	<b>99</b>	<b>89</b>	<b>90</b>
		<b>Award</b>		

Bid Info: City of Leander

Golf Course Maintenance Equipment

Solicitation No. #S14-011

Opening: 02/17/2014

**PURCHASE OPTION**

EVALUATION CRITERIA	Max Points	 C&M Equipment	 Austin Turf and Tractor	 PROFESSIONAL TURF PRODUCTS Professional Turf Products
Price and Score	<b>60</b>	<b>40</b>	<b>60</b>	<b>22</b>
Item #4 Verticutter  TOTAL		\$3,772.00  <b>\$3,772.00</b>	\$2,500.00  <b>\$2,500.00</b> Corrected per Vendor Clarification	\$6,934.47  <b>\$6,934.47</b>
Reputation of Bidder/ Goods and Services and Quality of Goods and Service	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
Responsiveness		Vendor is engaged in sale of golf course maintenance equipment.	Vendor is engaged in sale of golf course maintenance equipment.	Vendor is engaged in sale of golf course maintenance equipment.
Meets City's Needs	<b>30</b>	<b>10</b>	<b>30</b>	<b>10</b>
		Not compatible with mower selected.	Verticutter must be compatible with the riding mower. 2012 Model	Not compatible with mower selected.
<b>TOTAL:</b>	<b>100</b>	<b>60</b>	<b>100</b>	<b>42</b>

**Award**

Bid Info: City of Leander  
 Golf Course Maintenance Equipment  
 Solicitation No. #S14-011  
 Opening: 02/17/2014

**LEASE TO OWN COMPARISON**

EVALUATION CRITERIA	Max Points	 C&M Equipment	 Austin Turf and Tractor	 PROFESSIONAL TURF PRODUCTS Professional Turf Products
Price and Score	<b>60</b>	<b>27</b>	<b>60</b>	<b>28</b>
Item #5 Bedknife Grinder, 60 Month Lease Item #6 Reel Grinder, 60 Month Lease TOTAL		\$16,080.00 \$31,080.00 <b>\$47,160.00</b>	\$10,287.00 \$10,641.00 <b>\$20,928.00</b>	\$18,904.38 \$26,237.25 <b>\$45,141.63</b>
Reputation of Bidder/ Goods and Services and Quality of Goods and Service	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
Responsiveness		Vendor is engaged in sale of golf course maintenance equipment.	Vendor is engaged in sale of golf course maintenance equipment.	Vendor is engaged in sale of golf course maintenance equipment.
Meets City's Needs	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>
GRINDERS		Meets specifications. 2 year limited warranty. 2014 models.	Meets specifications. 6 month motor warranty. 1 year frame warranty. 2006 models.	Meets specifications. 2 year limited warranty. 2014 models. Automated interface.
<b>TOTAL:</b>	<b>100</b>	<b>67</b>	<b>100</b>	<b>68</b>

**Award**



**Executive Summary**

**April 3, 2014**

**Agenda Subject:** Second public hearing on annexation of an area of land being 594 acres, more or less, being generally located along the planned northern extension of Lakeline Blvd. to Old 2243 West and including the abutting streets, roadways, and rights-of-way; being located in Williamson and Travis Counties, Texas and adjacent and contiguous to the city limits.

**Background:** The Resolution setting the two public hearings for March 27, 2014 and April 3, 2014 was approved by City Council on February 20, 2014. The first reading of the ordinance is scheduled for May 1, 2014 and the second and final reading is scheduled for May 15, 2014. This is an involuntary annexation.

**Origination:** City of Leander

**Recommendation:** Staff recommends that Council conduct the second public hearing on this annexation.

**Attachments:**

1. Resolution
2. Map
3. Annexation Schedule

**Prepared by:** Tom Yantis, AICP  
Director of Development Services

3/26/14

**RESOLUTION NO. 14-005-00**

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF AN AREA OF LAND BEING 594 ACRES, MORE OR LESS, AND AN AREA OF LAND BEING 304.13 ACRES, MORE OR LESS, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; BEING LOCATED IN TRAVIS AND WILLIAMSON COUNTIES, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS.**

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

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

**WHEREAS**, the subject properties are contiguous on at least two sides with the boundaries of the city limits or are completely surrounded by the current boundaries of the city, as more particularly shown in the exhibits attached hereto;

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

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

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

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

**Section 2. Proceedings.** The annexations of all portions of the following-described subject properties and the abutting streets, roadways and rights-of-way, are hereby commenced:

- (1) **North Lakeline Boulevard Area.** All that certain area of land containing 594 acres, more or less, located in both Travis County, Texas and Williamson County, Texas, being more particularly described and shown in Exhibit "A" attached hereto.
- (2) **Ridgmar Landing Area.** All that certain area of land containing 304.13 acres, more or less, located in Williamson County, Texas, being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of March 27, 2014 and April 3, 2014. Notice of such hearings shall be published in accordance with Chapter 43, Texas Local Government Code, and the hearings shall be open to the public to accept public comment on the annexation request. Notice of the proposed annexation shall be mailed to service providers and to property owners within the subject properties. The City shall offer to make a development agreement with certain subject property owners in accordance with section 43.035 of the Texas Local Government Code. The draft service plan proposed to be applicable for the subject properties is attached as Exhibit "B".

**Section 3. Severability.** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

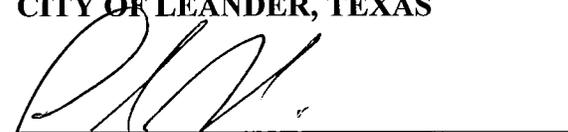
**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't.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

**PASSED AND APPROVED** this the 20th day of February, 2014.

ATTEST:

  
Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

  
Christopher Fielder, Mayor



**EXHIBIT "A"**

## **EXHIBIT "B"**

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

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

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

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

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

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

**NOW, THEREFORE**, the following services shall be provided to the subject properties on the effective date of annexation:

(1) **General Municipal Services.** The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

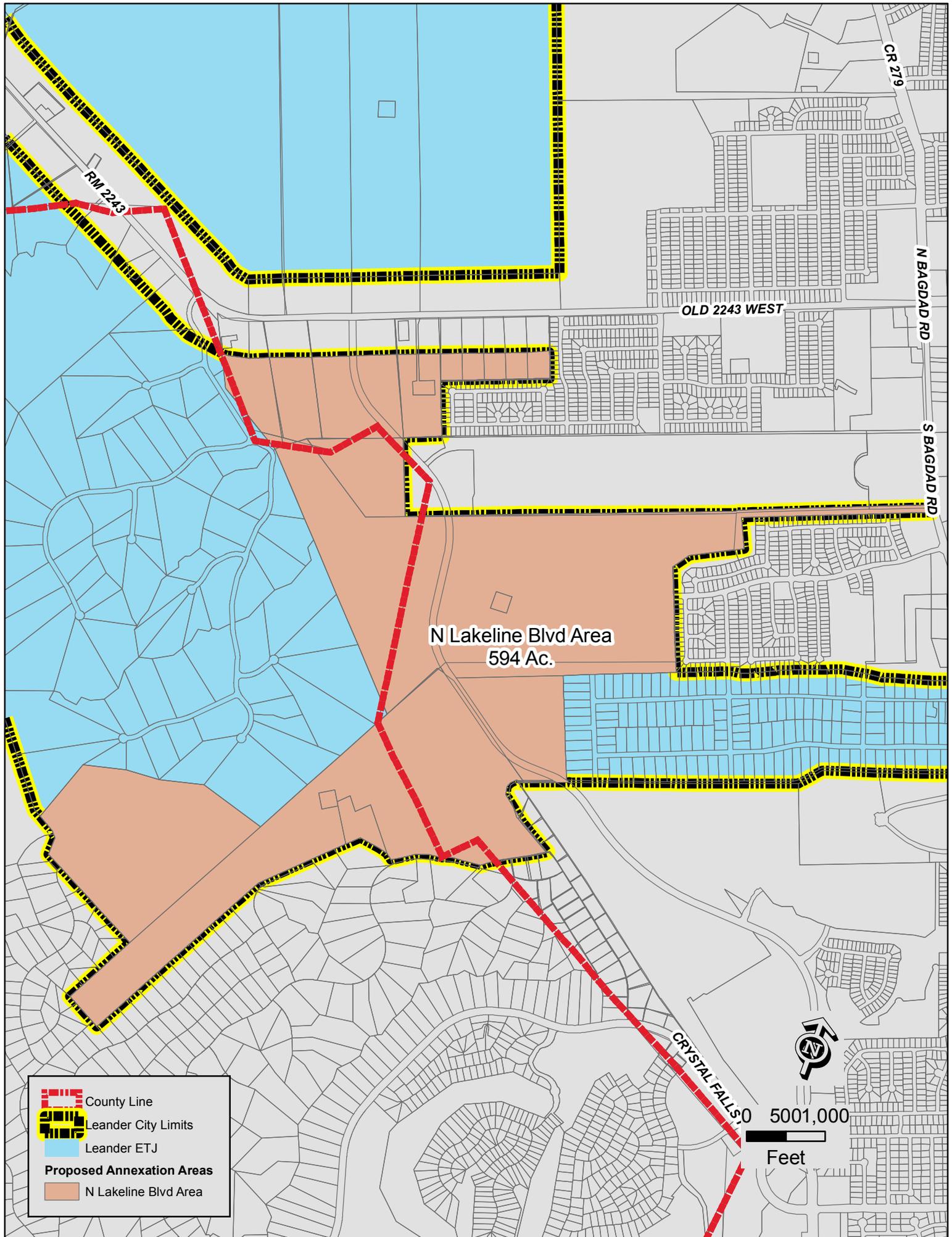
(i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;

- (ii) Routine maintenance as presently performed by the City;
- (iii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (v) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.

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

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



RM 2243

CR 279

N BAGDAD RD

OLD 2243 WEST

S BAGDAD RD

N Lakeline Blvd Area  
594 Ac.

CRYSTAL FALLS

County Line

Leander City Limits

Leander ETJ

**Proposed Annexation Areas**

N Lakeline Blvd Area

5001,000  
Feet



**CITY OF LEANDER, TEXAS**  
**SCHEDULE FOR INVOLUNTARY ANNEXATIONS**  
**RIDGEMAR LANDING +/- 304.13 ACRES & N. LAKELINE BOULEVARD +/- 594**

<b>DATE</b>	<b>ACTION/EVENT</b>	<b>LEGAL AUTHORITY</b>
February 20, 2014	<b>COUNCIL BY WRITTEN RESOLUTION</b> Directs notification to land owners; and sets two (2) Public Hearings <b>March 27, 2014 and April 3, 2014</b> ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
<b>By February 24, 2014</b>	<b>NOTICE TO</b> property owners & utility providers	Loc. Gov't Code § 43.062(a)
<b>March 12, 2014**</b> Publish notice of First Public Hearing and send school district notice	<b>NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS</b> ; (If applicable, certified Notice to Railroad). <b>POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE</b> ;	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
<b>March 19, 2014**</b> Publish notice of Second Public Hearings	<b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	<b>LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS</b> (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
<b>March 27, 2014*</b>	<b>1st PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (Not more than 40 days before the 1st reading of ordinance) <i>SPECIAL CALLED MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
<b>April 3, 2014*</b>	<b>2nd PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date <b>May 1, 2014*</b>	<b>FIRST READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
May 15, 2014; Or at a special called meeting after the May 1st First Reading	<b>SECOND-FINAL READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Not more than 90 days after 1 <sup>st</sup> reading of Ordinance § 43.064.
<b>Within 30 days of Second Reading</b>	<b>CITY SENDS COPY OF MAP</b> showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	<b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b>  <ol style="list-style-type: none"> <li>1. County Clerk</li> <li>2. County Appraisal District</li> <li>3. County Tax Assessor Collector</li> <li>4. 911 Addressing</li> <li>5. Sheriff's Office</li> <li>6. City Department Heads</li> <li>7. State Comptroller</li> <li>8. Franchise Holders</li> </ol>	

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

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



**Executive Summary**

**April 3, 2014**

**Agenda Subject:** Second public hearing on annexation of an area of land being 5.52 acres, more or less, being generally located north of CR 264 and east of Ronald Reagan Blvd. and including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits.

**Background:** The Resolution setting the two public hearings for March 27, 2014 and April 3, 2014 was approved by City Council on February 20, 2014. The first reading of the ordinance is scheduled for May 1, 2014 and the second and final reading is scheduled for May 15, 2014. This is a voluntary annexation.

**Origination:** Applicant

**Recommendation:** Staff recommends that Council conduct the second public hearing on this annexation.

**Attachments:**

1. Resolution
2. Map
3. Annexation Schedule

**Prepared by:** Tom Yantis, AICP  
Director of Development Services

3/26/14

**RESOLUTION NO. 14-004-00**

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A PARCEL OF LAND BEING 5.52, MORE OR LESS, ACRES OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the owners of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (herein the "City"), a home-rule City, for annexation of said property, more particularly described herein (the "subject property"), into the City limits;

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

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

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

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

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

**Section 2. Proceedings.** The petition for annexation of the following property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit "A", submitted by petitioners, is hereby accepted:

All that certain tract or parcel of land being 5.52 acres, more or less, located in Williamson County, Texas, being more particularly described in the instrument recorded under Document Number 2013103652, Official Public Records of Williamson County, Texas.

Two public hearings are set for the dates of March 27, 2014 and April 3, 2014. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

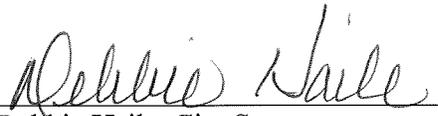
**Section 3. Severability.** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

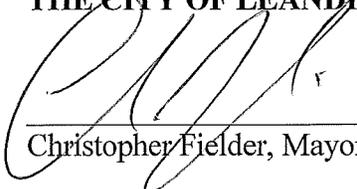
**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't.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

**PASSED AND APPROVED** this the 20th day of February, 2014.

**ATTEST:**

**THE CITY OF LEANDER, TEXAS**

  
\_\_\_\_\_  
Debbie Haile, City Secretary

  
\_\_\_\_\_  
Christopher Fielder, Mayor



**EXHIBIT "A"**

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

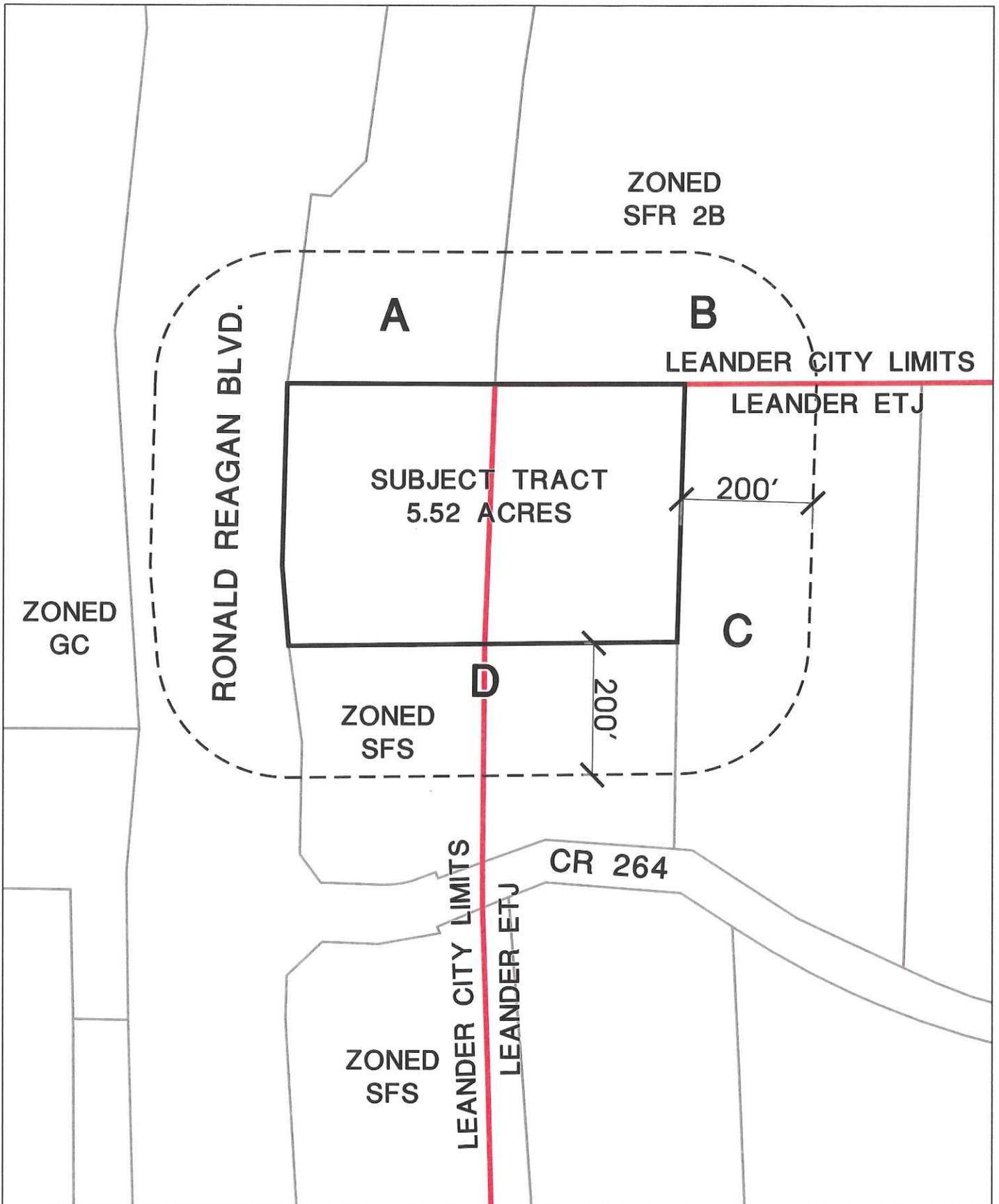
(D) Installation and maintenance of street lighting in accordance with established policies of the City;

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

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

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

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



TAX MAP with  
NEIGHBORING PROPERTIES

**SPENN TRACT**  
LEANDER, TEXAS



0 100 200 300

Scale: 1" = 200'

Date: January 14, 2014



**SEC Planning, LLC**

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS  
512.246.7000 • 1.512.246.7701  
www.secplanning.com • info@secplanning.com

SHEET FILE: C:\139127-ALCC\Cadfiles\PLANNING\Submittals\2014-01-14\Submittal\Zoning\Neighboring Properties.dwg

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

**SCHEDULE FOR VOLUNTARY ANNEXATION  
SPENN TRACT +/- 2.701 ACRES**

<b>DATE</b>	<b>ACTION/EVENT</b>	<b>LEGAL AUTHORITY</b>
February 20, 2014	<b>COUNCIL BY WRITTEN RESOLUTION</b> Directs notification to land owners; and sets two (2) Public Hearings <b>March 27, 2014 and April 3, 2014</b> ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
<b>By February 24, 2014</b>	<b>NOTICE TO</b> property owners & utility providers	Loc. Gov't Code § 43.062(a)
<b>March 12, 2014**</b> Publish notice of First Public Hearing and send school district notice	<b>NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS</b> ; (If applicable, certified Notice to Railroad). <b>POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE</b> ;	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
<b>March 19, 2014**</b> Publish notice of Second Public Hearings	<b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	<b>LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS</b> (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
<b>March 27, 2014*</b>	<b>1st PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (Not more than 40 days before the 1st reading of ordinance) <i>SPECIAL CALLED MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
<b>April 3, 2014*</b>	<b>2nd PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date <b>May 1, 2014*</b>	<b>FIRST READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
May 15, 2014; Or at a special called meeting after the May 1st First Reading	<b>SECOND-FINAL READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Not more than 90 days after 1 <sup>st</sup> reading of Ordinance § 43.064.
<b>Within 30 days of Second Reading</b>	<b>CITY SENDS COPY OF MAP</b> showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	<b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b>  <ol style="list-style-type: none"> <li>1. County Clerk</li> <li>2. County Appraisal District</li> <li>3. County Tax Assessor Collector</li> <li>4. 911 Addressing</li> <li>5. Sheriff's Office</li> <li>6. City Department Heads</li> <li>7. State Comptroller</li> <li>8. Franchise Holders</li> </ol>	

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

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



**Executive Summary**

**April 3, 2014**

**Agenda Subject:** Second public hearing on annexation of an area of land being 304.13 acres, more or less, and 52.290 acres, more or less, being generally described as the Ridgmar Landing area north of East Crystal Falls Parkway, south of RR 2243 and west of Ronald Reagan Blvd. and including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits.

**Background:** The Resolution setting the two public hearings for March 27, 2014 and April 3, 2014 was approved by City Council on February 20, 2014. The first reading of the ordinance is scheduled for May 1, 2014 and the second and final reading is scheduled for May 15, 2014. This is an involuntary annexation.

**Origination:** Applicant

**Recommendation:** Staff recommends that Council conduct the second public hearing on this annexation.

**Attachments:**

1. Resolution (including map and service plan)
2. Annexation Schedule

**Prepared by:** Tom Yantis, AICP  
Director of Development Services

3/26/14

**RESOLUTION NO. 14-005-00**

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF AN AREA OF LAND BEING 594 ACRES, MORE OR LESS, AND AN AREA OF LAND BEING 304.13 ACRES, MORE OR LESS, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; BEING LOCATED IN TRAVIS AND WILLIAMSON COUNTIES, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS.**

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

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

**WHEREAS**, the subject properties are contiguous on at least two sides with the boundaries of the city limits or are completely surrounded by the current boundaries of the city, as more particularly shown in the exhibits attached hereto;

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

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

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

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

**Section 2. Proceedings.** The annexations of all portions of the following-described subject properties and the abutting streets, roadways and rights-of-way, are hereby commenced:

- (1) **North Lakeline Boulevard Area.** All that certain area of land containing 594 acres, more or less, located in both Travis County, Texas and Williamson County, Texas, being more particularly described and shown in Exhibit "A" attached hereto.
- (2) **Ridgmar Landing Area.** All that certain area of land containing 304.13 acres, more or less, located in Williamson County, Texas, being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of March 27, 2014 and April 3, 2014. Notice of such hearings shall be published in accordance with Chapter 43, Texas Local Government Code, and the hearings shall be open to the public to accept public comment on the annexation request. Notice of the proposed annexation shall be mailed to service providers and to property owners within the subject properties. The City shall offer to make a development agreement with certain subject property owners in accordance with section 43.035 of the Texas Local Government Code. The draft service plan proposed to be applicable for the subject properties is attached as Exhibit "B".

**Section 3. Severability.** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

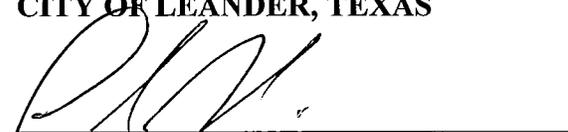
**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't.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

**PASSED AND APPROVED** this the 20th day of February, 2014.

ATTEST:

  
Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

  
Christopher Fielder, Mayor



**EXHIBIT "A"**

## **EXHIBIT "B"**

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

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

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

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

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

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

**NOW, THEREFORE**, the following services shall be provided to the subject properties on the effective date of annexation:

(1) **General Municipal Services.** The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

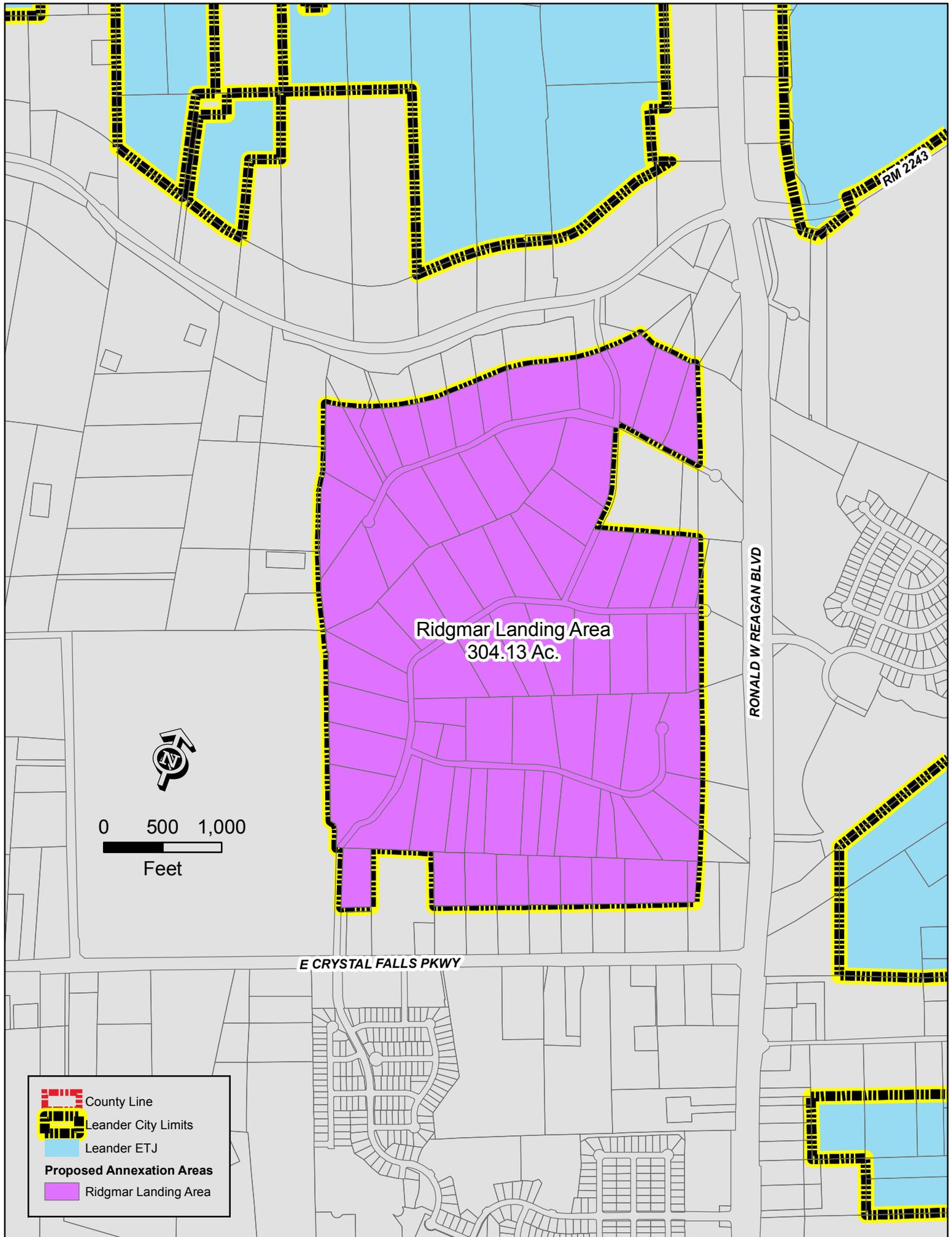
(i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;

- (ii) Routine maintenance as presently performed by the City;
- (iii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (v) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.

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

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



Ridgmar Landing Area  
304.13 Ac.

RONALD W REAGAN BLVD

E CRYSTAL FALLS PKWY

RM 2243



0 500 1,000  
Feet

-  County Line
-  Leander City Limits
-  Leander ETJ
- Proposed Annexation Areas**
-  Ridgmar Landing Area

**CITY OF LEANDER, TEXAS  
SCHEDULE FOR INVOLUNTARY ANNEXATIONS  
RIDGEMAR LANDING +/- 304.13 ACRES & N. LAKELINE BOULEVARD +/- 594**

<b>DATE</b>	<b>ACTION/EVENT</b>	<b>LEGAL AUTHORITY</b>
February 20, 2014	<b>COUNCIL BY WRITTEN RESOLUTION</b> Directs notification to land owners; and sets two (2) Public Hearings <b>March 27, 2014 and April 3, 2014</b> ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
<b>By February 24, 2014</b>	<b>NOTICE TO</b> property owners & utility providers	Loc. Gov't Code § 43.062(a)
<b>March 12, 2014**</b> Publish notice of First Public Hearing and send school district notice	<b>NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS</b> ; (If applicable, certified Notice to Railroad). <b>POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE</b> ;	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
<b>March 19, 2014**</b> Publish notice of Second Public Hearings	<b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	<b>LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS</b> (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
<b>March 27, 2014*</b>	<b>1st PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (Not more than 40 days before the 1st reading of ordinance) <i>SPECIAL CALLED MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
<b>April 3, 2014*</b>	<b>2nd PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date <b>May 1, 2014*</b>	<b>FIRST READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
May 15, 2014; Or at a special called meeting after the May 1st First Reading	<b>SECOND-FINAL READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Not more than 90 days after 1 <sup>st</sup> reading of Ordinance § 43.064.
<b>Within 30 days of Second Reading</b>	<b>CITY SENDS COPY OF MAP</b> showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	<b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b>  <ol style="list-style-type: none"> <li>1. County Clerk</li> <li>2. County Appraisal District</li> <li>3. County Tax Assessor Collector</li> <li>4. 911 Addressing</li> <li>5. Sheriff's Office</li> <li>6. City Department Heads</li> <li>7. State Comptroller</li> <li>8. Franchise Holders</li> </ol>	

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

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



**Executive Summary**

**April 3, 2014**

**Council Agenda Subject:** Public Hearing on the extension of the term of a franchise for Al Clawson Disposal, Inc. to provide recycling and solid waste collection and disposal services within the City of Leander.

**Background:** On February 6, 2014, City Council considered the request from Al Clawson Disposal to approve a five-year extension to its current contract with the City; approve rate increases (first since 2008) and approve the use of 95 gallon containers for recycling services every other week. At the March 20, 2014 regular meeting, City Council approved amending the current rate ordinance to reflect those changes. Residential rates would increase from \$12.25 per month (before tax) to \$16.66. Commercial container rates are unchanged. The City Charter requires published notice of a public hearing and two readings of any ordinance granting a franchise. The public hearing has been advertised for this meeting and the second reading will be conducted on April 17, 2014. At the conclusion of the second reading, the contract amendment with Al Clawson Disposal will then be ready for consideration and final action.

**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** Residential rates, including the increase for recycling, will go up by 36%. Commercial cart rates will go up by 36% and other commercial rates will remain essentially unchanged. The method of calculating fees for roll-offs will be changed from a single rate to a haul charge plus the disposal cost. This method will benefit those with loose, light loads since the disposal fee is based on weight. City Franchise fees will increase proportional to the rate increase and result in additional revenue of approximately \$51,000.

**Recommendation:** Approval

**Attachments:** Ordinance

**Prepared by:** Robert G. Powers, Finance Director



**Executive Summary**

**April 3, 2014**

**Council Agenda Subject:** An Ordinance Extending the Term of a Franchise Granted to Al Clawson Disposal, Inc. to Provide Recycling And Solid Waste Collection And Disposal Services Within The City Of Leander; Under Ordinance Number 11-007-00.

**Background:** On February 6, 2014, City Council considered the request from Al Clawson Disposal to approve a five-year extension to its current contract with the City; approve rate increases (first since 2008) and approve the use of 95 gallon containers for recycling services every other week. At the March 20, 2014 regular meeting, City Council approved amending the current rate ordinance to reflect those changes. Residential rates would increase from \$12.25 per month (before tax) to \$16.66. Commercial container rates are unchanged. The City Charter requires published notice of a public hearing and two readings of any ordinance granting a franchise. The public hearing has been advertised for this meeting and the second reading will be conducted on April 17, 2014. At the conclusion of the second reading, the contract amendment with Al Clawson Disposal will then be ready for consideration and final action.

**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** Residential rates, including the increase for recycling, will go up by 36%. Commercial cart rates will go up by 36% and other commercial rates will remain essentially unchanged. The method of calculating fees for roll-offs will be changed from a single rate to a haul charge plus the disposal cost. This method will benefit those with loose, light loads since the disposal fee is based on weight. City Franchise fees will increase proportional to the rate increase and result in additional revenue of approximately \$51,000.

**Recommendation:** Approval

**Attachments:** Ordinance

**Prepared by:** Robert G. Powers, Finance Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE EXTENDING THE TERM OF A FRANCHISE GRANTED TO AL CLAWSON DISPOSAL, INC. TO PROVIDE RECYCLING AND SOLID WASTE COLLECTION AND DISPOSAL SERVICES WITHIN THE CITY OF LEANDER; UNDER ORDINANCE NUMBER 11-007-00; AND MAKING OTHER PROVISIONS**

**WHEREAS**, Al Clawson Disposal, Inc. ("Company") operates a recycling, solid waste collection and disposal service;

**WHEREAS**, the City Council of the City of Leander ("City") granted the Company a franchise to provide recycling and solid waste collection and disposal services within the City under Ordinance Number 11-007-00 (the "Franchise") for a five year term;

**WHEREAS**, under Section 3 of the Franchise, the Council may extend the term of the Franchise for increments of one or more years for up to a five years;

**WHEREAS**, Company has provided recycling, solid waste collection and disposal services in a good and satisfactory manner;

**WHEREAS**, the Council finds that an extension of the Contract is in the best interest of the public and provides for good and acceptable services within the City at reasonable costs; and

**WHEREAS**, it is in the public interest of the for the City to extend to term of the Franchise for an additional five year term;

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

**SECTION 1. Term Extended.** The term of the Franchise is hereby extended for an additional five years, which additional five year term shall commence on the fifth anniversary of the effective date of the Franchise in Ordinance Number 11-007-00, which is January 20, 2016. The Franchise shall be subject to the terms and conditions set forth in Ordinance Number 11-007-00, which are incorporated herein by reference.

**Section 2. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance was passed was held after a public hearing on the subject of this Franchise, and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**Section 3. Endorsements and Records.** The City Secretary is directed to make endorsements as appropriate over her/his official hand and the seal of the City on the form provided at the conclusion of this Franchise, for the public record and convenience of the citizens, of the date upon which this Franchise is finally passed and adopted and, if the Company accepts the Franchise, the date of such acceptance.

**PASSED AND APPROVED** on first reading this the 3<sup>rd</sup> day of April, 2014.

**PASSED AND APPROVED** on second reading this the 17<sup>th</sup> day of April, 2014.

\_\_\_\_\_  
Christopher Fielder, Mayor

**ATTEST:**

\_\_\_\_\_  
Debbie Haile, City Secretary

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Paige Saenz, City Attorney

Al Clawson Disposal, Inc. accepted the foregoing Franchise extension by written instrument filed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Debbie Haile  
City Secretary



**Executive Summary**

**April 03, 2014**

---

**Agenda Subject:** Zoning Case 13-Z-027: Hold a public hearing and consider action on the rezoning of several tracts of land generally located to the Southwest of the intersection of San Gabriel Pkwy & US 183; 150.894 acres more or less; WCAD Parcels #R395875, R031699, R524552, and R525192. Currently, the property is zoned PUD (Planned Unit Development) and the applicant is proposing an amendment to the PUD, Leander, Williamson County, Texas.

**Background:** This request is the second step in the rezoning process.

**Origination:** Applicant: Mark Baker on behalf of Sentinel Cotter Leander LLC.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval with staff recommendation at the March 27, 2014 meeting.

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Proposed PUD
5. Letter of Intent
6. Ordinance
7. Minutes - Planning & Zoning Commission March 27, 2014

**Prepared By:** Tom Yantis, AICP  
Development Services Director

03/28/2014



## PLANNING ANALYSIS

### ZONING CASE 13-Z-027 OAK CREEK PUD

#### GENERAL INFORMATION

- Owner:** Sentinel Cotter Leander LLC.
- Current Zoning:** PUD/TOD (Planned Unit Development/Transit Oriented Development)
- Proposed Zoning:** PUD/TOD (Planned Unit Development/Transit Oriented Development)
- Size and Location:** The property located to the Southwest of the intersection of San Gabriel Pkwy & US 183 and includes approximately 150.894 acres in size.
- Staff Contact:** Robin M. Griffin, AICP  
Senior Planner

#### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	PUD/TOD	Undeveloped Land located within the TOD
EAST	PUD/TOD	Undeveloped Land located within the TOD
SOUTH	SFU-2-B SFC-2-B GC-3-C PUD/TOD	Established Single-Family Homes Single-Family Homes under construction (Northside Meadow) Undeveloped Property zoned for commercial Plain Elementary School
WEST	OCL	Established Single-Family Homes (Benbrook Ranch)

## COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

### USE COMPONENTS:

#### **PUD – PLANNED UNIT DEVELOPMENT:**

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

## COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.
- Establish high standards for development.

## ANALYSIS:

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for the development of a mixed residential community that will include a variety of housing types as well as multi-family development. The proposal includes detached residential lot widths ranging from as narrow as forty (40') feet to over sixty (60') feet wide and attached townhomes. The applicant has incorporated the mixture of residential districts in a well integrated neighborhood plan providing a variety of lot sizes within the same neighborhood.

The PUD proposal includes the following base zoning districts: SFU-2-B (Single-Family Urban), SFC-2-B (Single-Family Compact), SFL-2-B (Single-Family Limited), SFT-2-B (Single-Family Townhome), and MF-2-B (Multi-Family).

The table below identifies the proposed development standards for the residential zoning districts, setbacks, and lot sizes for this project. The primary difference between the Composite Zoning Ordinance and the proposed PUD is the lot size and the setbacks associated with the SFL-2-B district. The ordinance currently requires the lot width to be 41 feet and the minimum lot size to be 4100 square feet. The applicant is proposing an alley loaded product associated with the SFL-2-B district and is requesting reduced rear and front setbacks. In addition, each zoning district is required to have a minimum of 100 units to ensure a variety of housing types. The density of the MF-2-B district is limited to 12 units per acre. The MF-2-B and SFT-2-B

districts are limited to townhomes and/or cluster detached single-family condominiums. Traditional style apartment complexes are not permitted.

	RESIDENTIAL USES			
	DETACHED 50 ft. & wider lot (SFC/SFU)	DETACHED narrower than 50 ft. lot (SFL base, alley loaded)	ATTACHED Townhome (SFT base, alley loaded)	CLUSTER / MF (Setbacks are for perimeter)
Lot Area (minimum)	5,500 s.f.	4,000 s.f.	1,800 s.f.	n/a
Lot Width (minimum)	50 ft.	40 ft.	20 ft.	n/a
Front Setback (minimum)	20 ft. (25' street facing garage)	15 ft.	10 ft.	20 ft.
Side Setback (minimum)	5 ft.	5 ft.	0 ft./10 ft.	10 ft. building separation
Street Side Setback (minimum)	15 ft. (20' street facing garage)	15 ft.	15 ft.	20 ft.
Rear Setback (minimum)	15 ft.	6 ft.	6 ft.	20 ft.
Lot Depth (minimum)	110 ft.	100 ft.	90 ft.	n/a

All residential properties within the SFC-2-B and SFU-2-B base zoning districts shall comply with Article 8, Conventional Zone of the 2005 Leander SmartCode. This section states that 100% of all first story walls shall be stone, stucco, or brick and 80% of the overall structure is stone, stucco, or brick. The properties with the base zoning districts of SFL-2-B and MF-2-B are proposed to be native stone (or synthetic equivalent), brick, stucco, split faced block (for piers, foundation walls and chimneys), wood lap siding, or Hardi Plank siding (equivalent or better) and shall comply with Exhibit D of the PUD document.

Proposed Variations from the Composite Zoning Ordinance and/or Subdivision Ordinance:

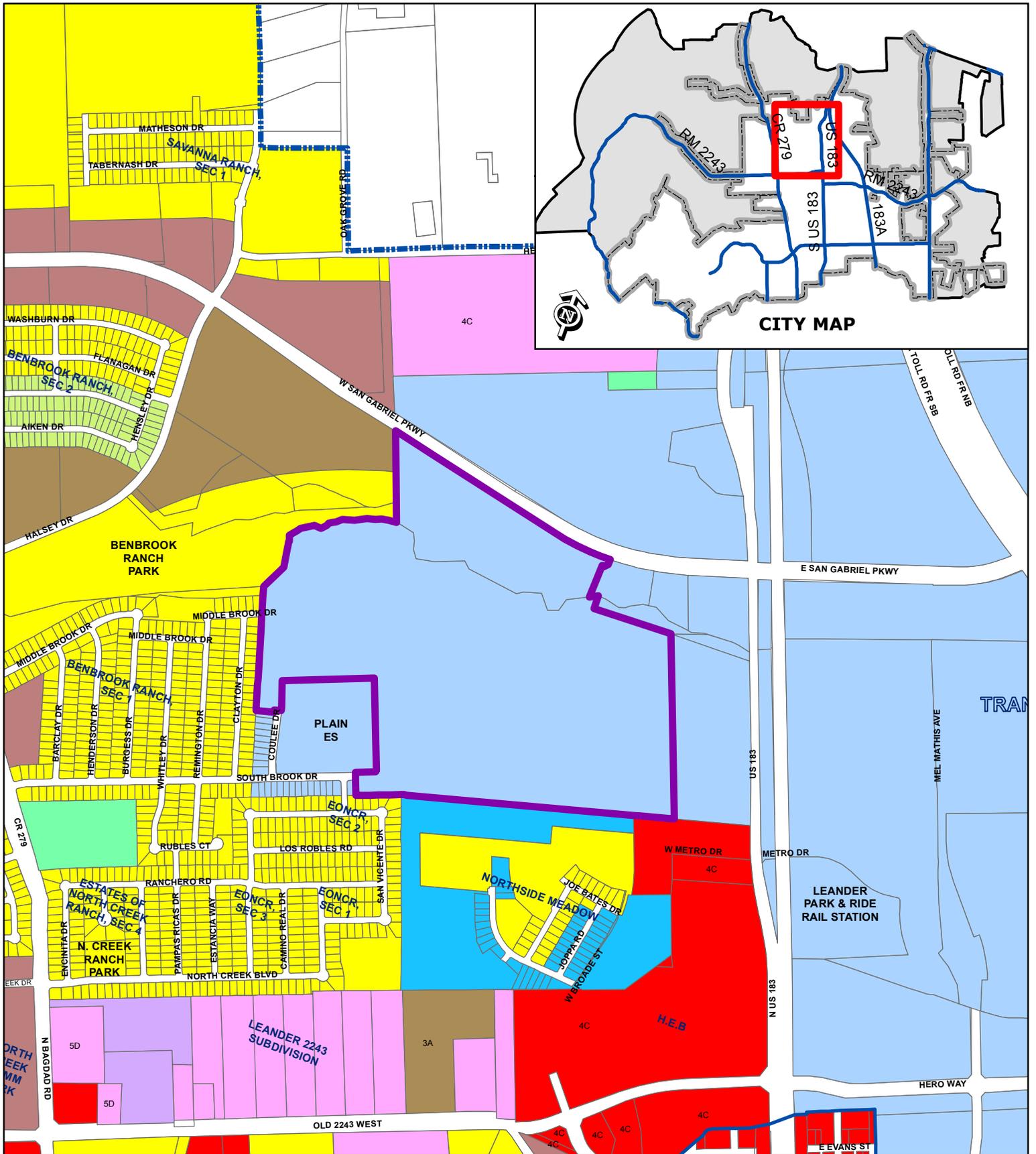
1. Reduced flag lot width for the water quality ponds from the required 25 feet to 15 feet.

Additional Standards Not Required by the Composite Zoning Ordinance:

1. Construction of a 6 foot tall masonry wall with columns adjacent to lots that back or side onto West Broade Street. Wrought iron fencing with masonry columns is allowed in locations where views into the neighborhood would be desirable.
2. All lots which back onto parks or floodplain areas shall utilize 6 foot, wrought iron view fencing.

**STAFF RECOMMENDATION:**

Staff recommends approval of the requested PUD. The proposed PUD promotes more flexibility with the location of the single-family districts and incorporates a mixture of multi-family and single-family townhome uses as a transition from W Broade Street towards US 183. This application effectively utilizes composite zoning to incorporate a variety of land uses while maintaining high form standards. The requested PUD meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.



# ZONING CASE 13-Z-027

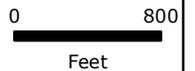
## Attachment #2

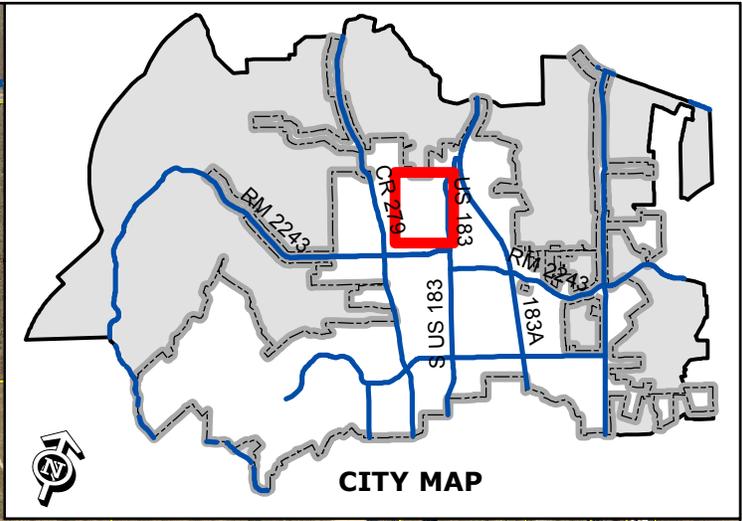
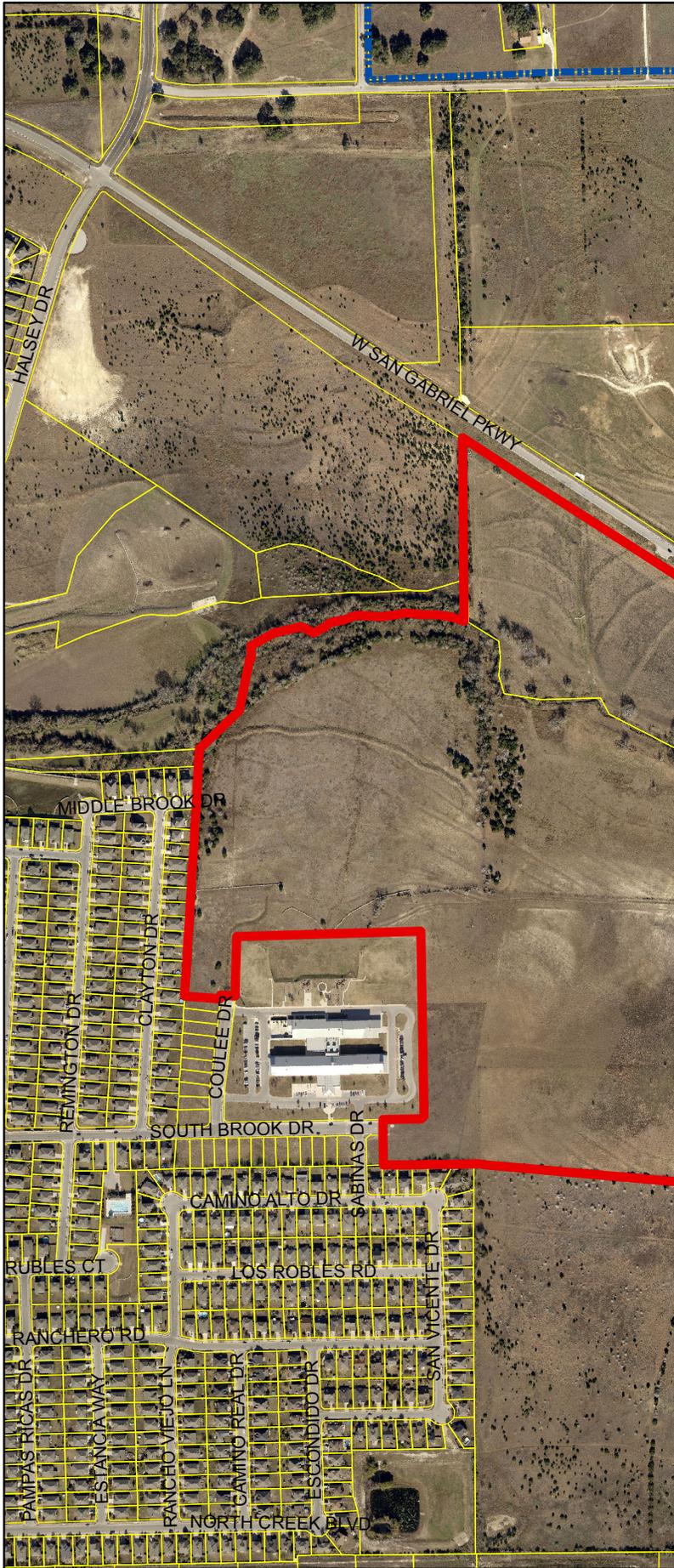
Current Zoning Map  
Oak Creek PUD



-  Subject Property
-  City Limits
-  Future Annexation Per DA
-  Involuntary Annexation
-  Voluntary Annexation

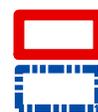
- |   |     |   |        |   |     |
|---|-----|---|--------|---|-----|
|  | SFR |  | SFT    |  | GC  |
|  | SFE |  | SFU/MH |  | HC  |
|  | SFS |  | TF     |  | HI  |
|  | SFU |  | MF     |  | PUD |
|  | SFC |  | LO     |   |     |
|  | SFL |  | LC     |   |     |





### ZONING CASE 13-Z-027 Attachment #3

Aerial Exhibit - Approximate Boundaries  
Oak Creek PUD



Subject Property

City Limits

## Exhibit C

### Oak Creek Planned Unit Development

#### A. Purpose and Intent

The Oak Creek PUD is composed of approximately 150 acres, as described in Exhibit A (Field Notes). The development of this property is planned as a high quality, residential community with a variety of residential product types.

Oak Creek has been designed to create walkable, pedestrian friendly neighborhoods. The contents of this PUD further explain and illustrate the overall appearance and function desired for this community. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit 1, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Conceptual Site Layout and Land Use Plan depicts a mix of residential products and open space areas which are contemplated within the community.

#### B. Applicability and Base Zoning

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

For the purpose of establishing development standards for the PUD, base zoning districts have been selected from the Leander Composite Zoning Ordinance for the various residential products proposed within the PUD.

- *For Lots 60' and wider: Base Zoning District SFU Single Family Urban (SFU-2-B)*
- *For Lots 50'-59': Base Zoning District SFC Single Family Compact (SFC-2-B)*
- *For Lots 40'-49': Base Zoning District SFL Single Family Limited (SFL-2-B)*
- *For Single Family Townhomes: SFT – Single Family Townhouse (SFT-2-B)*
- *For Cluster Housing: MF – Multi Family (MF-2-B)*

This PUD allows the flexibility to mix the various residential products and define boundaries for each lot type during the platting process. Each plat or site plan submitted to the City will identify the use at the time of City Submittal. All neighborhoods within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD shall control.

## C. Conceptual Site Layout and Land Use Plan

Exhibit 1 attached is a conceptual development plan intended to visually convey the design intent for the Oak Creek community. The design of the community is not final, and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

The Oak Creek project is comprised of a mix of various single family detached products as well as townhomes and cluster products. Oak Creek will include a cohesive network of open spaces, including parks, water quality areas, floodplain and trail corridors. The open space and trails system combined with the sidewalk network will be critical in establishing a walkable, inviting community.

The product placement within the community is planned to provide the following development pattern:

### SFL Single Family Limited

Alley loaded, 40' lots will be located west of West Broade Street and adjacent to the southern boundary line which is shared with the Northside Meadow development. The extension of South Brook Drive will be faced with alley loaded product to provide an attractive architectural street scene which will ultimately connect to the adjacent TOD uses located along Highway 183. The alley loaded product will also reduce driveways along South Brook Drive to Plain Elementary School.

### SFC Single Family Compact/SFU Single Family Urban

The area north of the alley loaded product and west of West Broade Street will contain a mix of 50', 60' and 70' conventional single family product types with access points to the central park and trail system. Extensions of Coulee Drive and Middle Brook Drive will connect into the new neighborhoods, providing a seamless connection to the adjacent Benbrook Ranch and Heritage Glen developments.

### MF Multi Family/SFT Single Family Townhouse/Cluster

The parcels located east of West Broade Street are directly adjacent to the area designated as T5 on the City of Leander TOD map. The parcels are planned for higher density attached townhomes or cluster with a maximum density of 12 units per acre. The cluster product is a detached single family unit that is developed as a condo regime. If a cluster product is proposed, the site will be processed as a single lot site plan. The units will be sold as condos with common open space areas that are maintained by a Homeowners Association.

To ensure a variety and mix of residential product types within Oak Creek, the following standards have been established:

### **Residential Product Type Requirements**

1. MF Multi Family/SFT Single Family Townhome(Cluster, Townhome)
  - Minimum of 100 units

2. SFL Single Family Limited-Alley Loaded lots
  - Minimum of 100 units
3. SFC Single Family Compact – 50’ lots
  - Minimum of 100 units
4. SFU Single Family Urban-60’ lots
  - Minimum of 100 units

**D. Allowable Uses**

The uses allowed within the Oak CreekPUD shall comply with the list of permitted uses defined in Article III, Section 17 of the Leander Composite Zoning Ordinance for the appropriate base zoning district. Cluster housing shall be considered a single family, detached use which is permitted in a MF Multi Family base district with a maximum density of 12 units per acre.

**E. Lot Design Standards**

Residential Areas:

Oak Creek will include a variety of residential product types and sizes from detached single family homes to townhomes. The detached residential has been broken into two categories based upon lot width and size. The attached product has been grouped into one category and Cluster housing has been designated as an individual category. Detailed design standards are included within this PUD, Table E.1, based upon the type of residential product.

The Oak Creekdevelopment will comply with the Development Standards set forth in Table E.1

**Table E.1 – Development Standards**

	RESIDENTIAL USES			
	DETACHED 50 ft. & wider lot (SFC/SFU)	DETACHED narrower than 50 ft. lot (SFL base, alley loaded)	ATTACHED Townhome (SFT base, alley loaded)	CLUSTER/ MF (Setbacks are for perimeter)
Lot Area (minimum)	5,500 s.f.	4,000 s.f.	1,800 s.f.	<b>n/a</b>
Lot Width (minimum)	50 ft.	40 ft.	20 ft.	<b>n/a</b>
Front Setback (minimum)	20 ft. (25' street facing garage)	15 ft.	10 ft.	<b>20 ft.</b>
Side Setback (minimum)	5 ft.	5 ft.	0 ft./10 ft.	<b>10 ft. building separation</b>
Street Side Setback (minimum)	15 ft. (20' street facing garage)	15 ft.	15 ft.	<b>20 ft.</b>
Rear Setback (minimum)	15 ft.	6 ft.	6 ft.	<b>20 ft.</b>
Lot Depth (minimum)	110 ft.	100 ft.	90 ft.	<b>n/a</b>

**F. Parkland/Open Space/Trails**

Open space within Oak Creek will create a network of trails and parkland that creates distinct neighborhoods and provides pedestrian walkways throughout the community. The Oak Creek PUD will contribute approximately 31 acres of open space consisting of parks, floodplain, greenbelt trail corridors and water quality ponds. The parkland and proposed trails and amenities shall be consistent with the approved Concept Plan Sheet 2 Parkland Exhibit (Exhibit 1).

The following criteria shall be considered allowable for parkland credit within Oak Creek.

1. Neighborhood Pocket Parks - Minimum of ½ acre
2. Minimum of 100' of street frontage
3. Water quality pond areas that are designed as an amenity
4. Open space trail corridors located along West Broade Street between the back of lots and the right of way

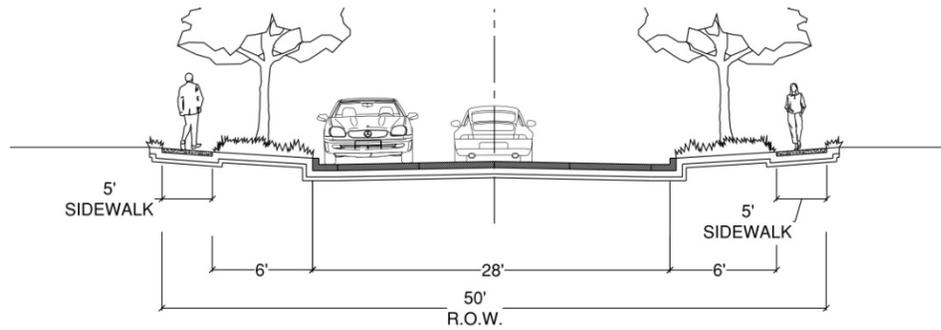
Oak Creek is located in close proximity to Benbrook Park. A primary 8' wide, concrete trail will be constructed within the floodplain which will provide a connection point for linkage between the Benbrook trail and West Broade Street and from West Broade Street east and south to connect with South Brook Drive (see approved Concept Plan

Sheet 2 Parkland Exhibit). An additional 8' wide, concrete trail will be provided along the entire length of West Broade Street which will meander in and out of the right of way and adjacent open space corridor located on the western side of the roadway.

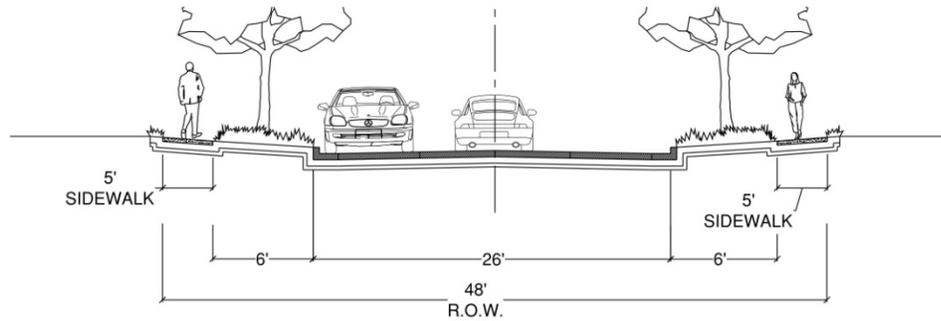
**G. Roadway Design**

The Oak Creek community will incorporate the following right of way standards.

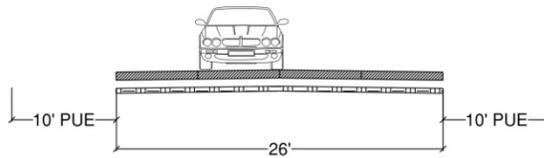
1. All single family detached roadways for base districts SFU Single Family Urban and SFC Single Family Compact shall utilize Primary Residential Street section ST-50-28 as defined in Table 10C of the Leander SmartCode.
2. All alley loaded residential product in base districts SFL Single Family Limited and SFT Single Family Townhouse shall utilize Primary Residential Street section ST-48-26 as defined in Table 10C of the Leander SmartCode.
3. All alleys shall conform to the RA-20 Rear Alley section as defined in Table 10C of the Leander SmartCode.
4. Streets within a Cluster Housing project will be private streets within a site plan. The pavement width shall be a minimum of 26 feet in width with 10 foot Public Utility Easements PUE on each side of the street.
5. Due to the pedestrian oriented design and emphasis on an attractive streetscape, several traffic calming measures are allowed within Oak Creek. A traffic circle shall be incorporated at the intersection of South Brook Drive and West Broade Street with a minimum radius of 70 feet.
6. Additional traffic calming islands shall be allowed along South Brook Drive. The minimum pavement width between landscape islands shall be 24 feet. Parallel parking shall be allowed on both sides of South Brook Drive with the driving lanes tapering at intersections to create traffic calming islands. Changes in paving material such as stamped concrete or pavers shall be allowed at the intersections and traffic circle.



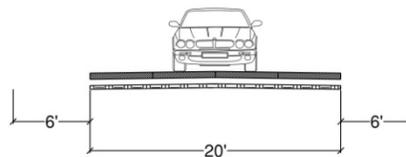
RESIDENTIAL STREET SECTION: ST-50-28



RESIDENTIAL STREET SECTION: ST-48-26



CLUSTER STREET



RESIDENTIAL ALLEY: RA-20

**H. Architectural Criteria**

All residential product within the SFC Single Family Compact and SFU Single Family Urban base zoning districts shall comply with Article 8, Conventional Zone of the 2005 Leander SmartCode.

All residential product within the SFL Single Family Limited, SFT Single Family Townhouse and Multi Family base zoning districts shall comply with Article 6, Tables 21A, 21B, 21C, 21D, 21E, 21F, 21G, 21H, 21J, 21K, 21L and 21M of the 2005

Leander SmartCode. See Exhibit 2 of this PUD for the tables. Masonry standards for the SFL, SFT and MF base districts are defined in Table 21A of Exhibit 2 and require building walls to be finished in native stone (or synthetic equivalent), brick, stucco, split faced block (for piers, foundation walls and chimneys), wood lap siding, or Hardi Plank siding (equivalent or better)

**I. Walls and Fencing**

All lots within Oak Creek which back or side onto West Broade Street shall have a solid, 6 foot tall masonry wall with columns located along the rear or side lot line. Wrought iron fencing with masonry columns is allowed in locations where views into the neighborhood would be desirable.

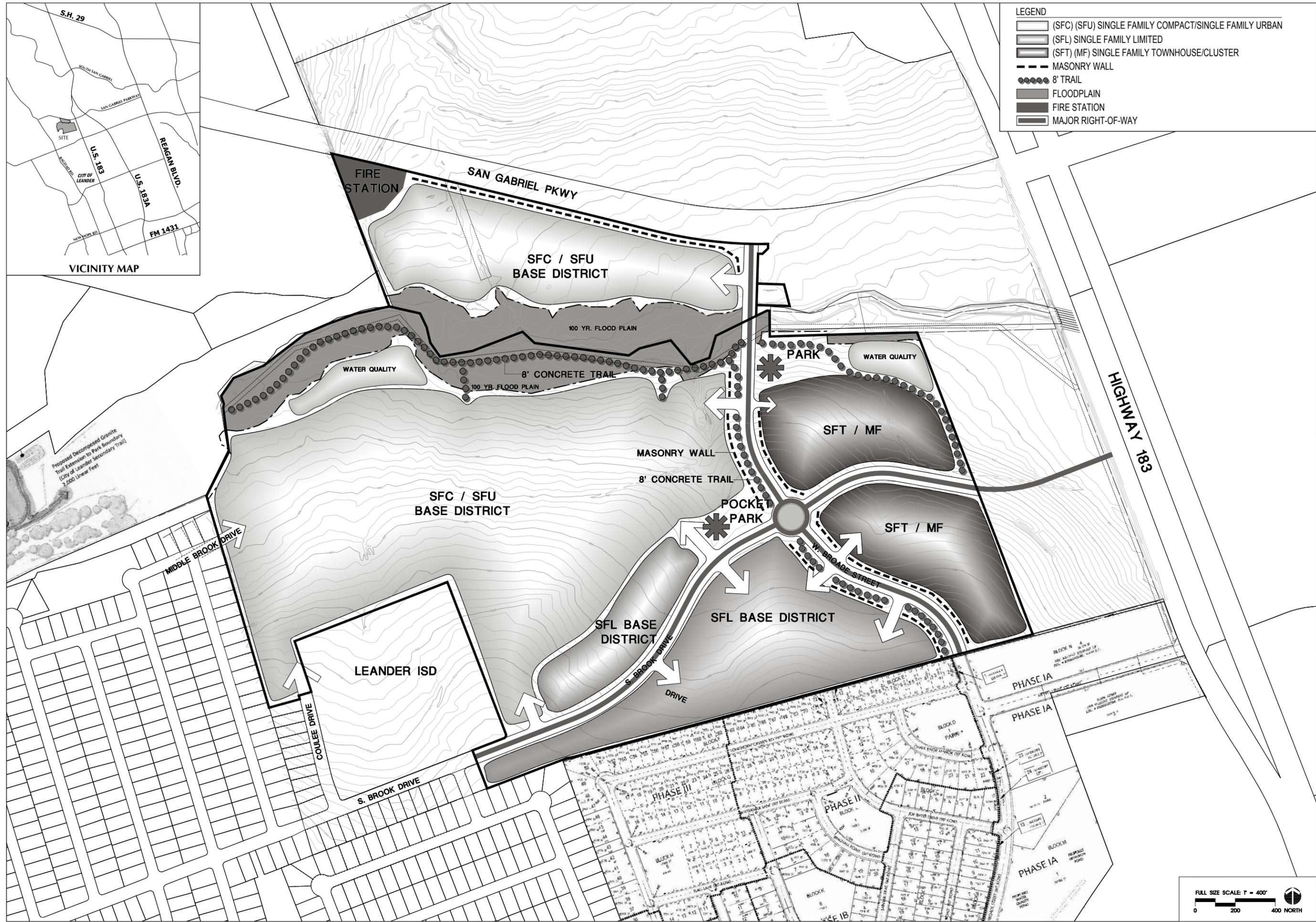
All lots which back onto parks or floodplain areas shall utilize 6 foot, wrought iron view fencing.

**J. Flag Lots**

In order to provide a legal lot for the water quality ponds within Oak Creek, the minimum flag lot width shall be 15 feet. This provision shall not apply to residential lots.

**Exhibit 1**

**Conceptual Site Layout and Land Use Plan**



**LEGEND**

- (SFC) (SFU) SINGLE FAMILY COMPACT/SINGLE FAMILY URBAN
- (SFL) SINGLE FAMILY LIMITED
- (SFT) (MF) SINGLE FAMILY TOWNHOUSE/CLUSTER
- MASONRY WALL
- 8' TRAIL
- FLOODPLAIN
- FIRE STATION
- MAJOR RIGHT-OF-WAY

**SEC Planning, LLC**  
 Austin, Texas  
 LAND PLANNING  
 LANDSCAPE ARCHITECTURE  
 COMMUNITY BRANDING  
 4201 W. Parmer Lane, Bldg. A Suite 220  
 Austin, TX 78727  
 T 512.246.7083  
 F 512.246.7183  
 www.secplanning.com  
 Email: info@secplanning.com

OWNER: MICHELLE  
 SENTINEL/COTTER LEANDER, LLC  
 9111 HOLLYVILLE ROAD  
 SUITE 212  
 AUSTIN, TX 78759  
 T 512.922.2112

OWNER: TYLERVILLE  
 WATERSTONE TYLERVILLE, LP  
 10500 AVERY CLUB DRIVE  
 SUITE 900  
 AUSTIN, TX 78717

**EXHIBIT 1  
 CONCEPTUAL SITE LAYOUT  
 AND LAND USE PLAN  
 OAK CREEK  
 LEANDER, TEXAS**

Q:\130078-SELA\Cadfiles\PLANNING\Submittals\Concept Plan Submittal\Concept A 2013-08-15.dwg

Issued:

1. PUD Submittal	12/20/13
2.	
3.	
4.	
5.	

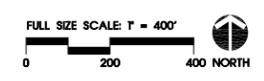
Revisions:

1. PUD Plan Revision	02/11/14
2. PUD Plan Revision	03/20/14
3.	
4.	
5.	

Issue Date: December 20, 2013

Drawn By: MB  
 Reviewed By: MB

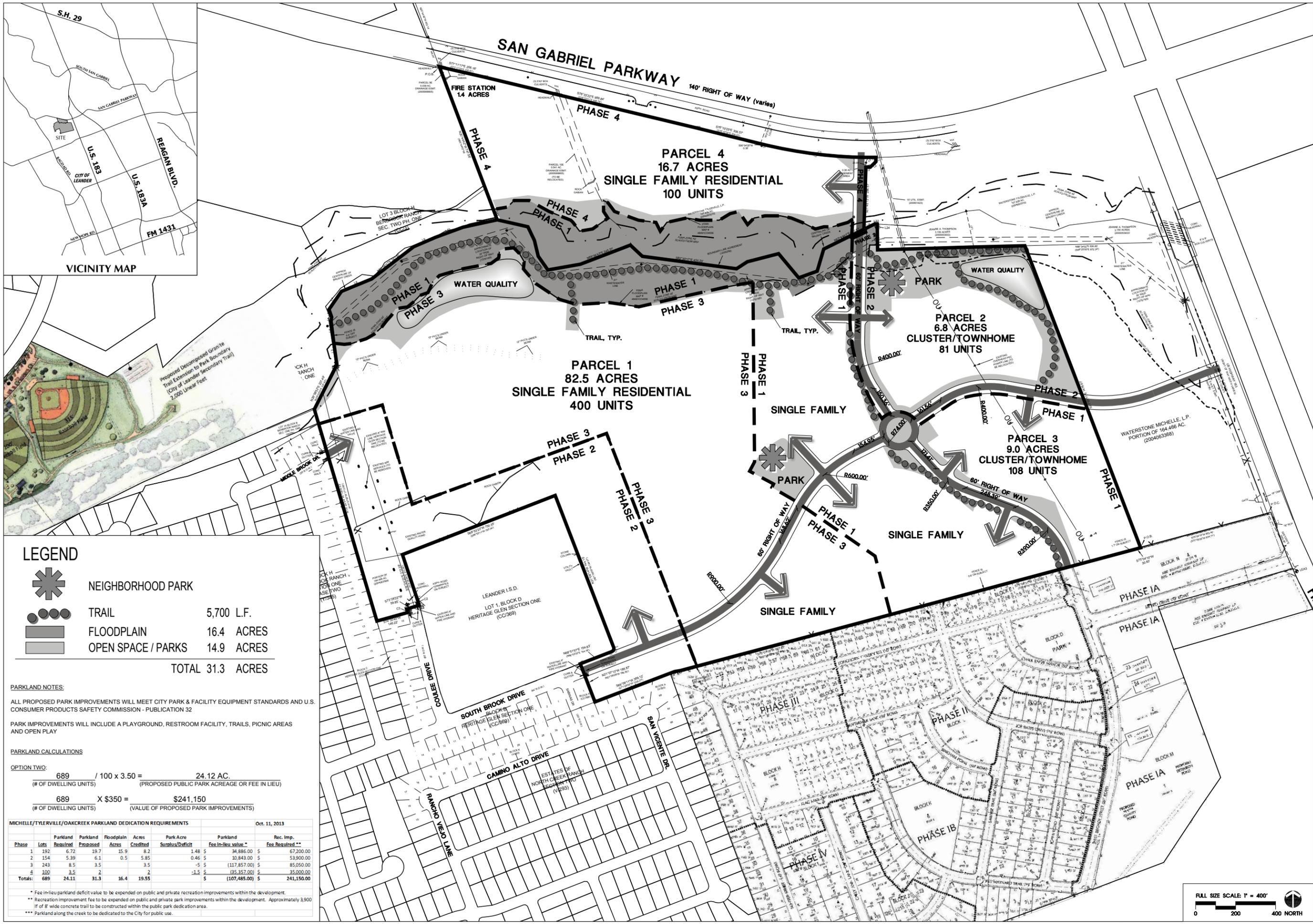
Project No.  
 130078-SELA



**CONCEPT PLAN - SHEET 2**  
**PARKLAND EXHIBIT**  
**MICHELLE / TYLERVILLE TRACT**  
 LEANDER, TEXAS

Q:\130078-SELA\Cadfiles\PLANNING\Submittals\Concept Plan\Submittal\Concept A 2013-08-15.dwg  
 Issued:  
 1. City Concept Submittal 09/6/13  
 2.  
 3.  
 4.  
 5.  
 6.  
 Revisions:  
 1. City Concept Submittal 10/7/13  
 2. City Concept Submittal 10/24/13  
 3. City Concept Submittal 11/05/13  
 4.  
 5.  
 Issue Date: September 6, 2013

Drawn By: MB  
 Reviewed By: MB  
 Project No:  
 130078-SELA



**LEGEND**

- NEIGHBORHOOD PARK
- TRAIL 5,700 L.F.
- FLOODPLAIN 16.4 ACRES
- OPEN SPACE / PARKS 14.9 ACRES

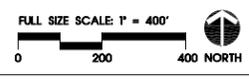
**TOTAL 31.3 ACRES**

**PARKLAND NOTES:**  
 ALL PROPOSED PARK IMPROVEMENTS WILL MEET CITY PARK & FACILITY EQUIPMENT STANDARDS AND U.S. CONSUMER PRODUCTS SAFETY COMMISSION - PUBLICATION 32  
 PARK IMPROVEMENTS WILL INCLUDE A PLAYGROUND, RESTROOM FACILITY, TRAILS, PICNIC AREAS AND OPEN PLAY

**PARKLAND CALCULATIONS**  
 OPTION TWO:  
 $689 / 100 \times 3.50 = 24.12 \text{ AC.}$   
 (# OF DWELLING UNITS) (PROPOSED PUBLIC PARK ACREAGE OR FEE IN LIEU)  
 $689 \times \$350 = \$241,150$   
 (# OF DWELLING UNITS) (VALUE OF PROPOSED PARK IMPROVEMENTS)

MICHELLE/TYLERVILLE/OAKCREEK PARKLAND DEDICATION REQUIREMENTS										Oct. 11, 2013	
Phase	Lots	Parkland Required	Parkland Proposed	Floodplain Acres	Credited	Park Acres Surplus/Deficit	Park Fee In-lieu value *	Parkland Fee Required **	Rec. Imp. Fee Required **		
1	192	6.72	15.7	15.9	8.2	-1.48	\$	24,886.00	\$	67,200.00	
2	154	5.39	6.1	0.5	5.85	0.46	\$	10,843.00	\$	53,900.00	
3	243	8.5	3.5		3.5	-5	\$	(117,857.00)	\$	85,050.00	
4	100	3.5	2		2	-1.5	\$	(35,357.00)	\$	35,000.00	
<b>Totals:</b>	<b>689</b>	<b>24.11</b>	<b>31.3</b>	<b>16.4</b>	<b>19.55</b>		\$	<b>(107,485.00)</b>	\$	<b>241,150.00</b>	

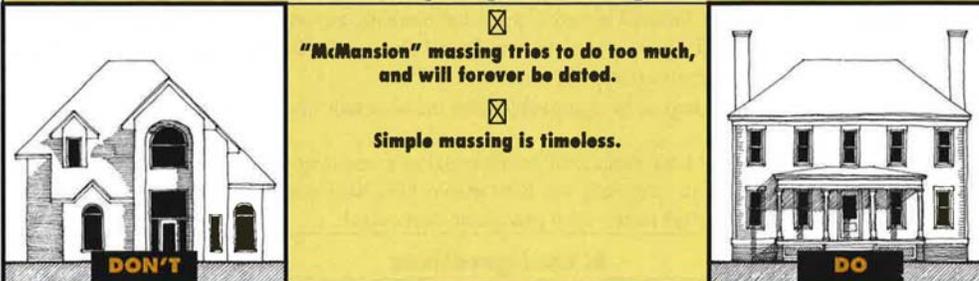
\* Fee in-lieu parkland deficit value to be expended on public and private recreation improvements within the development.  
 \*\* Recreation improvement fee to be expended on public and private park improvements within the development. Approximately 3,900 lf of 8' wide concrete trail to be constructed within the public park dedication area.  
 \*\*\* Parkland along the creek to be dedicated to the City for public use.



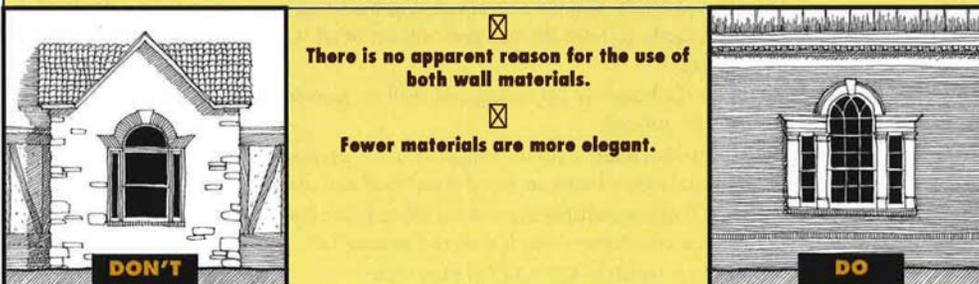
## Exhibit 2

### Architectural Standards Tables

LEANDER	6*STANDARDS & TABLES	SMARTCODE
<b>TABLE 21A • ARCHITECTURAL STANDARDS</b>		
<b>WALLS &amp; MASSING</b>		
<b>a. Materials</b>		
<b>Building Walls:</b>	Shall be finished in native stone (or synthetic equivalent), brick, stucco, split-faced block (for piers, foundation walls and chimneys), wood lap siding, or Hardi Plank siding (equivalent or better).	
<b>Frontage Walls &amp; Stoops:</b>	Shall match or be compatible with the materials of the associated buildings.	
<b>Frontage Fences &amp; Walls:</b>	Shall be built entirely of wood, metal in a cast-iron style, native/regional stone (or equivalent synthetic), brick, or stucco. May have masonry or stucco piers and base. Colors shall match local precedent or standard.	
<b>b. Configurations</b>		
<b>Building Walls:</b>	Shall show no more than two materials on any exterior wall, not counting the foundation wall or piers. Heavier materials shall be located below horizontal joints. Vertical joints between materials shall only occur at inside corners. Exterior building walls shall be a minimum of 9' in height on the main level.	
<b>Stone:</b>	Shall be laid with the stones in a horizontal orientation to resemble structural stone walls.	
<b>Stucco:</b>	Shall be cement or synthetic and may be integral color or painted. Finish shall be smooth or sand-finish; heavy lace is prohibited. EIFS shall not be installed within 3' of the ground.	
<b>Brick:</b>	Shall be properly detailed and installed in load-bearing configurations. Brick shall course exactly to both the top and bottom of all wall openings. Textured brick is prohibited.	
<b>Siding:</b>	Shall be clapboard or lap siding, and shall be painted. Vinyl siding and faux wood grain is prohibited.	
<b>Frame Wall/Masonry Base Alignment:</b>	Face of stud of frame walls shall align with face of masonry of foundation wall below. Horizontal ledges between wood frame wall and masonry base are prohibited.	
<b>Trim:</b>	Shall be indistinguishable from wood when painted, and shall be sized appropriately to its location. Corner boards shall not exceed 1x6.	
<b>Masonry Arches &amp; Piers:</b>	Shall be no less than 12" x 12" in plan view.	
<b>Color:</b>	Shall be selected according to building style and Central Texas precedent.	

**TABLE 21B • ARCHITECTURAL STANDARDS****WALLS & MASSING****a. Simplicity of Massing**

The root of the Texas Hill Country architectural massing is simplicity. The buildings that are the foundation of most styles are a simple volume, or an assembly of simple volumes.

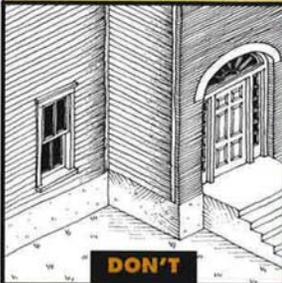
**b. Number of Wall Materials**

No more than two wall materials shall be visible on any exterior wall, not including the foundation wall or piers. Construction was once more difficult and expensive than it is now, so builders tried to use simple construction systems. They may have enriched the buildings with ornament, but the basic construction system was usually simple. Because of this, most walls were built of one material or maybe two, not counting the foundation & trim work. Today, however, the public realm is often so poor that people feel compelled to clutter the walls of buildings with as many materials and shapes as possible in hopes of creating "street appeal" since the street itself has little appeal. Unfortunately, the result is often cluttered and unappealing.

## TABLE 21C • ARCHITECTURAL STANDARDS

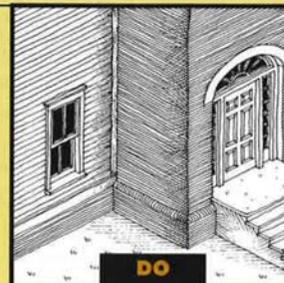
### WALLS & MASSING

#### a. Wall Material Joints



☒  
Changing materials at outside corners look pasted-on.

☒  
Vertical joint properly located at inside corner.



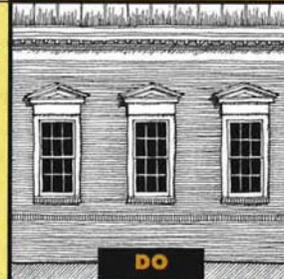
Heavier, more basic, or more unadorned materials should occur below a horizontal joint, such as rough stone below brick or brick below wood siding. Buildings should become lighter and more adorned as they approach the sky. Vertical joints between different materials shall occur only at inside corners except in rare instances that are appropriate to the style. This naturally occurred when additions to buildings were built of a different material. It is common in some areas to see original houses of wood, for example, with additions of brick or stone because the family became more prosperous over the years. Material changes at outside corners gives the entire building an aura of cheapness and shall not be permitted.

#### b. Wall Heights



☒  
8' ceilings prevent proper execution of most styles.

☒  
Dignified walls such as these are only possible with taller walls.



8' tall walls should never be used except in rare cases when they are appropriate to the architectural language. Principal rooms of even the humblest houses had relatively tall ceilings until the mid-1920's. It is almost impossible to detail a house properly with low 8' tall walls with rafters above.

**TABLE 21D • ARCHITECTURAL STANDARDS****DOORS & WINDOWS****a. Materials**

<b>Doors:</b>	Shall be wood or clad wood for residential, and may also be steel or extruded aluminum for commercial use.
<b>Garage Doors:</b>	Shall be wood, clad wood, metal, or composite.
<b>Windows:</b>	Shall be wood, vinyl-clad wood, aluminum-clad wood, and solid PVC, but all must be indiscernible from wood at arm's length. Commercial windows may also be extruded aluminum or hollow steel frame. All windows shall have clear glass. Stained glass is permitted in residential and religious use.
<b>Storefronts:</b>	Shall be wood, custom metalwork, extruded aluminum, or hollow steel frame. Natural and bronze aluminum storefronts are prohibited.
<b>Bay Windows:</b>	Shall be trimmed with a single vertical jamb casing that extends from the window sash to the corner of the bay.
<b>Shutters:</b>	Shall be wood, fiber-cement, or solid PVC, and shall be indiscernible from wood at arm's length.

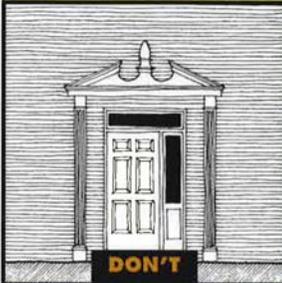
**b. Configurations**

<b>Doors:</b>	Shall be side-hinged except garage doors, which may be sectional. Sliders shall not be visible from streets, sidewalks, or public spaces. The style of the front door shall match the building style.
<b>Garage Doors:</b>	Shall be a maximum of 9' in width if visible from streets, sidewalks, or public spaces. Alley-accessed garages may have 16' wide doors.
<b>Windows:</b>	Shall be single-hung, double-hung, triple-hung, casement, or fixed. The style of the windows shall match the building style. Window openings and panes shall be vertically proportioned or square. Flush mounted windows are prohibited.
<b>Storefronts:</b>	Shall be single panes of glass not larger than 6' high by 5' wide. Storefronts shall allow a minimum 60% of surface view into the building.
<b>Bay Windows:</b>	Shall extend to the ground or be supported by visible brackets.
<b>Shutters:</b>	Shall be exactly one-half the width of, and the same height of the associated opening. All shutters shall be louvered, paneled, or constructed of boards as appropriate to the style of the building.
<b>Casing:</b>	Shall never be narrower than 3 1/2" except on masonry walls. Mullion casing shall never be narrower than 3 1/2" regardless of location. Brick shall never be visible between a door or window and its casing. Head casing shall be equal to or wider than jamb casing, and shall not be less than 1/6 the opening width.

## TABLE 21E • ARCHITECTURAL STANDARDS

### DOORS & WINDOWS

#### a. Entry Surrounds



- ☒ Under-sized frames with improper materials.
- ☒ Substantial entry surrounds give the door presence.

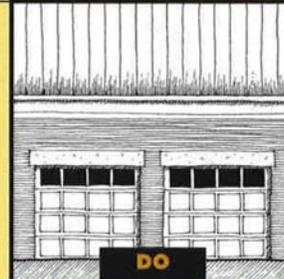


Entry surrounds should be substantial. Typical 3-1/2" frames diminish the presence of the door. Head casing shall always be wider than jamb casings, except in rare cases where it's not appropriate to the style. Material between casing and door shall always be frame material, and shall never be masonry.

#### b. Garage Door Size



- ☒ Double-wide garage doors lack pleasing proportions.
- ☒ Single doors are more flexible.



Double garage doors (16' wide) are discouraged over individual single garage doors for several reasons. First, double doors look unnaturally wide due to their proportions. Second, double doors often sag more and sooner than single doors because they span a greater distance. Double doors shall not be permitted unless from an alley-access.

## TABLE 21F • ARCHITECTURAL STANDARDS

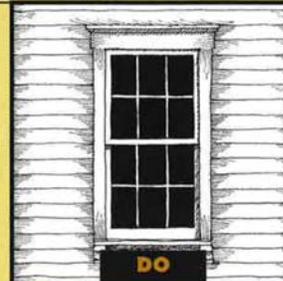
### DOORS & WINDOWS

#### a. Window Proportions



☒ Horizontally proportioned windows look awkward.

☒ There are many possible designs of vertical windows.



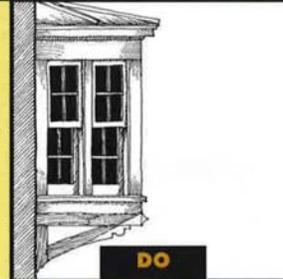
Windows shall be vertically proportioned or square. Square, round or semi-circular windows may be used high on a wall or on a roof. Most vernacular architecture employs windows with the proportion of either the human face or the entire human body. Generally, the more relaxed or informal languages use windows of a human face proportion (3:2). The more formal languages favor windows proportioned more like the entire human body (2:1 to 3:1 or sometimes a little taller).

#### b. Bay Window Support



☒ Bays without visible support look precarious.

☒ Brackets are one means of providing visual support.



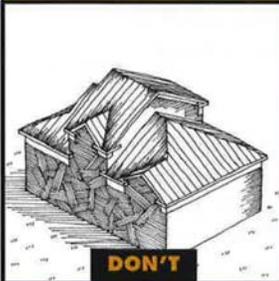
Bay windows shall either extend to the ground or be supported by visible brackets of appropriate size.

**TABLE 21G • ARCHITECTURAL STANDARDS****ROOFS & EAVES****a. Materials**

<b>Metal Roofing:</b>	Shall be flat between the primary ribs with no striations or pencil ribs.
<b>Shingle Roofing:</b>	Shall be slate, wood, wood shakes, or equivalent synthetic or better.
<b>Tile Roofing:</b>	Shall be clay, concrete or metal.
<b>Flat Roofs:</b>	Shall be commercial quality roofing.
<b>Ridge Caps:</b>	Shall be appropriate to the type of roofing. Bulbed ridge caps shall be used with 5V metal roofing, and standing seam ridge caps shall be of the lowest profile possible.
<b>Eaves:</b>	May be wood, stucco, or EIFS. Vinyl and sheet aluminum are prohibited. The eave return cap shall be built of continuous, un-seamed metal flashing.
<b>Gutters &amp; Downspouts:</b>	Shall be copper, galvanized steel, or aluminum if exposed.
<b>Dormers:</b>	Shall never have siding as jamb material. Dormer jamb material should be a solid casing assembly from the window to the corner of the dormer wall. Brick shall only be used for a dormer face when it forms a parapet at the top of the dormer.

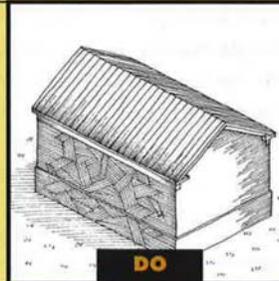
**b. Configurations**

<b>Principal Roofs:</b>	Where sloped, shall be a symmetrical gable or hip. Slope shall fall within a range of not more than 15%. Flat roofs shall be surrounded by a horizontal parapet wall no less than 30" higher than the highest point of the roof deck.
<b>Ancillary Roofs:</b>	Slopes shall be between 1/3 and 1/2 the primary roof slope.
<b>Gables:</b>	Shall not be overlapping except when the smaller gable is part of a balcony, porch, or entrance.
<b>Bay Roofs:</b>	Shall be distinct from the primary roof, and return on themselves at each end.
<b>Skylights:</b>	Shall be flat.
<b>Eaves:</b>	Shall be as continuous as possible, both horizontally and vertically. Exposed rafter tails shall not exceed 6" in height. The trim immediately below the cornice shall not be a crown mould. It shall be a bed mold or similar shape. Eaves shall return around the corner and die into the wall without the common "pork chop" return. Brackets shall extend to the fascia or slightly beyond. A frieze board shall occur below the eave.
<b>Gutters &amp; Downspouts:</b>	Shall be half-round or ogee shaped.
<b>Dormers:</b>	Shall have roof trim beginning at the window head and shall be composed of a head casing, soffit, and fascia at a minimum. Siding shall never be used above a window head except in the triangular space enclosed by the pediment of a gable-front dormer. The body of a single-window dormer shall be vertically proportioned or square. The total width of the dormer roof shall be 25% to 40% larger than the width of the dormer body.

**TABLE 21H • ARCHITECTURAL STANDARDS****ROOFS & EAVES****a. Eave Continuity**

⊠  
Erratic eaves are irrational.

⊠  
Simple, continuous eaves are understandable.



Eave lines shall be simple and continuous unless there is a logical reason for a break.

**b. Overlapping Gables**

⊠  
Improper.

⊠  
Arts & Crafts architecture is one of the very few appropriate locations for overlapping gables.

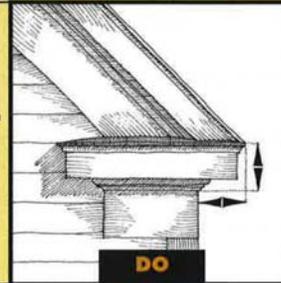


Overlapping gables should only be used when the smaller gable is part of a balcony, porch or entrance, or in the rare instances when they are appropriate to the style. For example, Arts & Crafts is one of the few styles where overlapping gables are appropriate.

**TABLE 21J • ARCHITECTURAL STANDARDS****ROOFS & EAVES****a. Eave Overhang & Enclosure**

☒  
**Large boxed ranch house overhangs.**

☒  
**Overhang should be determined by the style of the building.**

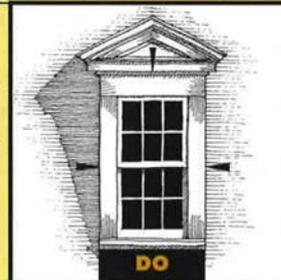


Eave overhangs shall be appropriate to the style of the building. Formal styles may have closed eaves if appropriate to the style of the building, but vernacular buildings should have open eaves. Exposed rafter tails shall not exceed 6" in height.

**b. Dormer Body Proportion**

☒  
**Body is too wide with boxy window proportion.**

☒  
**Vertically proportioned dormer and window.**



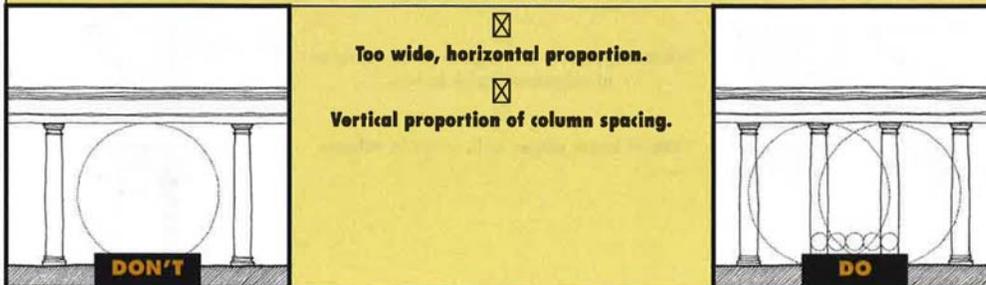
The body of a single-window dormer shall be vertically proportioned or square. Dormer windows shall be proportioned slightly shorter than typical windows in the floor below.

**TABLE 21K • ARCHITECTURAL STANDARDS****ATTACHMENTS****a. Materials**

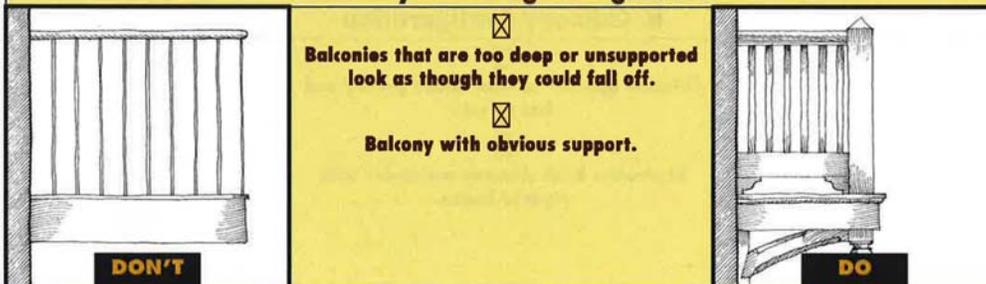
<b>Columns &amp; Posts:</b>	Shall be made of wood, composite metal, native stone (or synthetic equivalent). Extruded aluminum is prohibited.
<b>Porch Beams:</b>	Shall be wood, fiber-cement, stone, concrete, stucco or EIFS. The grain or texture shall be horizontal.
<b>Porch Ceilings:</b>	Shall be wood, fiber-cement, or stucco.
<b>Balconies &amp; Railings:</b>	Shall be wood, fiber-cement, or metal. The railing material shall not be heavier in appearance than the primary element of the balcony.
<b>Chimneys:</b>	Shall be sheathed in brick, stone, or stucco when visible.
<b>Flues:</b>	Shall be clay tile or galvanized metal left natural, or painted black.
<b>Signs:</b>	Shall be wood, composite, or metal unless painted on the building wall or window.
<b>Awnings:</b>	Shall be non-translucent canvas on a light metal frame.

**b. Configurations**

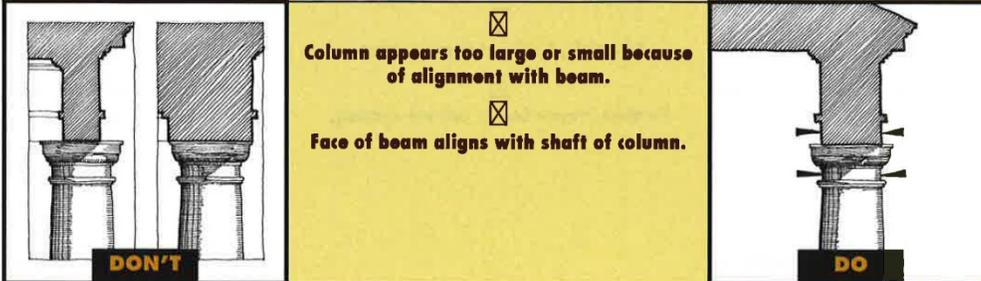
<b>Intercolumniation:</b>	Shall be vertically proportioned.
<b>Posts:</b>	Shall be no less than 6" x 6" in cross section.
<b>Face of Column or Post:</b>	Shall align with the face of beam above.
<b>Column Base:</b>	Shall not protrude beyond the edge of the porch flooring. The outer edge of the base should align with the face of the pier or foundation below.
<b>Porch Beams:</b>	Shall be visible from both the inside and the outside of the porch. Seams between beam face and bottom of built-up beams shall occur beneath the beam.
<b>Balconies:</b>	Shall project no more than 3' from the face of the building and shall be visually support by brackets.
<b>Railings:</b>	Shall have both top and bottom rails, with bottom rails clearing the floor. Balusters shall be centered on the rails and spaced no more than 4" clear.
<b>Chimneys:</b>	Shall have a projecting cap, and extend to the ground if located on an outside wall.
<b>Attached Signs:</b>	Shall be one of the following: band sign, board sign, window sign, or painted wall sign. Attached signs shall be no more than 3' high and shall not be backlit or more than 12' above the sidewalk.
<b>Blade Signs:</b>	Shall be attached perpendicular to the façade. Blade signs may project up to 5' from the wall, and the top of the sign shall occur between 9' and 12' above the sidewalk. The blade sign shall not exceed 18" in height.
<b>Awnings:</b>	Shall be sloped rectangles without end panels or curved or sloped shapes with end panels.

**TABLE 21L • ARCHITECTURAL STANDARDS****ATTACHMENTS****a. Intercolumniation**

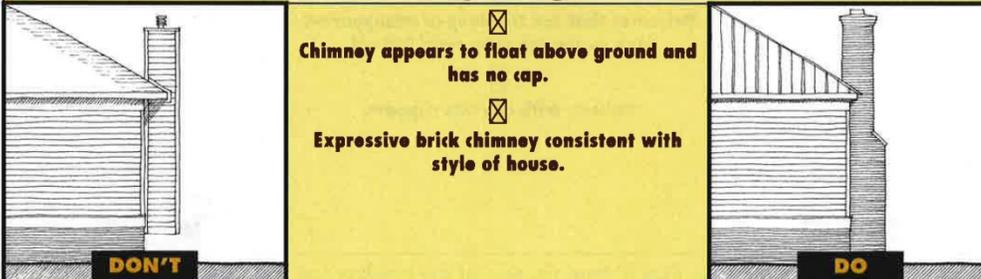
Eave lines should be simple and continuous unless there is a logical reason for a break.

**b. Balcony & Railing Configuration**

Balconies shall project no more than 3' from the face of the building and shall be visually supported by brackets. Railings shall have both top & bottom rails, with bottom rails clearing the floor. Balusters shall be centered on the rails and spaced at no more than 4" apart from one another.

**TABLE 21M • ARCHITECTURAL STANDARDS****ATTACHMENTS****a. Column to Beam Alignment**

The face of the beam shall always align with the face of the top of the column. Renaissance architects put forth the idea that there were certain canonical ways of constructing the classical orders, and that there should be very little variation in their design. Later archaeology demonstrated the tremendous variety of the classical orders of antiquity, effectively dispelling this notion. The relationship of the column to the entablature, however, was an exception. It is nearly impossible to find examples of classical or even good vernacular architecture that violates this rule. Simply stated, the top of the column shaft should align flush with the face of beam or architrave above. Think of the simplest of columns and beams: if a 6" square wood post is used to support a 6" square wood beam, there is no doubt that the face of beam would be set flush with face of column. There is no reason to move the beam if trim is added to the column.

**b. Chimney Configuration**

Chimneys shall extend to the ground and have a projecting cap. Wood faced chimneys are prohibited.



**ATTACHMENT #5**

December 18, 2013

City of Leander Planning Department  
104 North Brushy Street  
PO Box 319  
Leander, Texas 78646-0319

Re: Oak Creek TOD PUD Letter of Intent

Please find attached an application for PUD zoning for the Oak Creek Project, generally located at San Gabriel Parkway and Highway 183. The proposed Project is located within the Conventional Zone of the TOD. The applicant is requesting a variety of single family product types ranging from 40' wide lots to 60' wide lots. The project is also providing townhome and cluster home development adjacent to the higher intensity TOD zones to the east.

The applicant is proposing to use the City base zoning districts of SFU, SFC, SFL, TH and MF. All single family lots less than 50' in width, as well as townhouses will be rear loaded with alleys. The architectural standards for all product will be in compliance with the TOD SmartCode criteria.

The Project will provide a variety of amenities for the Leander community. An 8' wide concrete trail will be located along the floodplain connecting to Benbrook park. An 8' trail will also extend along West Broade Street and connect to the adjacent southern development, Northside Meadow. A traffic circle at the intersection of South Brook Drive and West Broade Street will provide traffic calming and internal pocket parks will create new recreation opportunities for the future residents.

Additional information describing the Project is contained within the attached Oak Creek PUD and Preliminary Plan. Thank you for considering this new Leander community.

Sincerely,

Mark Baker  
Principal

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE PLANNED UNIT DEVELOPMENT KNOWN AS THE TRANSIT ORIENTED DEVELOPMENT DISTRICT FOR SEVERAL PARCELS OF LAND BY CREATING THE OAK CREEK PLANNED UNIT DEVELOPMENT AND ADOPTING A PLANNED UNIT DEVELOPMENT PLAN FOR SUCH PARCELS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, the owner of the property described herein after (the "Property"), which is located within the planned unit development known as the Transit Oriented Development District (the "TODD"), has requested that the Property be rezoned and a planned unit development plan (the "PUD plan") for the Oak Creek Planned Unit Development ("PUD") be adopted;

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

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

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

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

**Section 2. Amendment of TODD Ordinance.** Ordinance No.05-026, as amended, the City of Leander TODD Ordinance, is hereby modified and amended for these Properties as set forth in Section 3.

**Section 3. Property Rezoned.** The TODD Ordinance is hereby amended by creation of the Oak Creek PUD and adoption of the PUD plan attached hereto as Exhibit C and incorporated herein for all purposes for several parcels, which are herein referred to as the "Property," generally located to the southwest of the intersection of San Gabriel Pkwy and US 183, and more particularly described as follows: those certain parcels of land being 150.894 acres, more or less, located in Leander, Williamson County, Texas, being more particularly shown and described in Exhibits "A" and "B"; and identified by tax identification numbers R395875, R031699, R524552, and R525192. The Property is zoned to the planned unit development district known as the Oak Creek PUD within the TODD. The Property shall be developed and occupied in compliance with the PUD plan attached hereto as Exhibit C, Article 8 of the Smart Code (defined in the TODD Ordinance), the Composite Zoning Ordinance, and other applicable regulations of the City.

**Section 4. Recording Zoning Change.** The City Council directs the City Secretary to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

**Section 5. Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

**Section 6. Open Meetings.** That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

**PASSED AND APPROVED** on First Reading this the 3<sup>rd</sup> day of April, 2014.  
**FINALLY PASSED AND APPROVED** on this the 17<sup>th</sup> day of April, 2014.

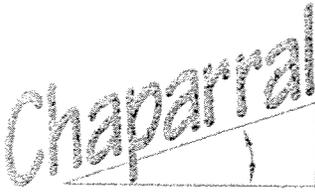
**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Christopher Fielder, Mayor

\_\_\_\_\_  
Debbie Haile, City Secretary

**EXHIBIT "A"**



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

PAGE 1 OF 3  
25.319 AC.

**WATERSTONE TYLERVILLE, L.P.**

A DESCRIPTION OF 25.319 ACRES (APPROXIMATELY 1,102,883 SQ. FT.) IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 107.928 ACRE TRACT CONVEYED TO WATERSTONE TYLERVILLE, L.P. IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED AUGUST 5, 2004 AND RECORDED IN DOCUMENT NO. 2004063370 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 25.319 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with Chaparral cap set in the west line of the said 107.928 acre tract, being also in the south right-of-way line of San Gabriel Parkway (right-of-way width varies) as described in Document No. 2005011119 of the Official Public Records of Williamson County, Texas, and being in the east line of a 34.705 acre tract described in Document No. 2005006808 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found for the northwest corner of the 107.928 acre tract bears North 20°44'42" West, a distance of 453.14 feet;

**THENCE** with the south line of San Gabriel Parkway, over and across the 107.928 acre tract, the following four (4) courses and distances:

1. South 77°11'17" East, a distance of 206.16 feet to a 1/2" rebar with ZWA cap found;
2. South 76°33'22" East, a distance of 999.84 feet to a 1/2" rebar with ZWA cap found;
3. South 76°10'25" East, a distance of 306.57 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar found with an illegible cap found bears South 06°04'20" West, a distance of 0.38 feet;
4. With a curve to the left, having a radius of 2150.00 feet, a delta angle of 14°13'24", an arc length of 533.72 feet, and a chord which bears South 83°17'07" East, a distance of 532.35 feet to a 1/2" rebar with Chaparral cap set;

**THENCE** continuing over and across the 107.928 acre tract, the following two (4) courses and distances:

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1. South  $00^{\circ}24'10''$  East, a distance of 20.00 feet to a 1/2" rebar with Chaparral cap set;
2. South  $46^{\circ}02'48''$  West, a distance of 35.85 feet to a 1/2" rebar with Chaparral cap set;
3. North  $88^{\circ}14'47''$  West, a distance of 20.00 feet to a 1/2" rebar with Chaparral cap set;
4. South  $01^{\circ}45'13''$  West, a distance of 284.57 feet to a calculated point in the south line of the 107.928 acre tract, being also the north line of a 164.466 acre tract described in Document No. 2004063368 of the Official Public Records of Williamson County, Texas, being also an agreed boundary line described in Volume 1455, Page 296 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found in the common line of the 107.928 acre tract and the 164.466 acre tract, and being in the west line of a 3.150 acre tract described in Document No. 2000053933 of the Official Public Records of Williamson County, Texas bears North  $63^{\circ}51'43''$  East, a distance of 55.17 feet, and South  $86^{\circ}45'17''$  East, a distance of 11.33 feet for the northwest corner of the 3.150 acre tract, and South  $00^{\circ}45'28''$  East, a distance of 22.26 feet;

**THENCE** with the south line of the 107.928 acre tract, being also the north line of the 164.466 acre tract, being also the agreed boundary line, and being the center of Brushy Creek, the following fourteen (14) courses and distances:

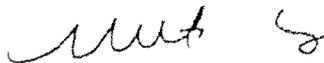
1. South  $63^{\circ}51'43''$  West, a distance of 205.44 feet to a calculated point;
2. South  $16^{\circ}32'43''$  West, a distance of 105.29 feet to a calculated point;
3. South  $70^{\circ}10'43''$  West, a distance of 89.94 feet to a calculated point;
4. North  $39^{\circ}53'17''$  West, a distance of 143.77 feet to a calculated point;
5. South  $75^{\circ}34'43''$  West, a distance of 148.11 feet to a calculated point;
6. South  $57^{\circ}03'43''$  West, a distance of 58.81 feet to a calculated point;
7. North  $82^{\circ}30'17''$  West, a distance of 435.20 feet to a calculated point;
8. North  $46^{\circ}59'17''$  West, a distance of 75.24 feet to a calculated point;

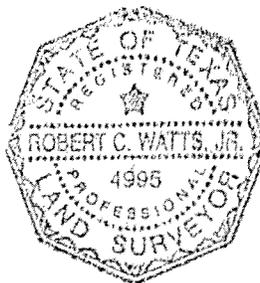


9. South 69°06'43" West, a distance of 245.27 feet to a calculated point;
10. South 80°03'43" West, a distance of 151.16 feet to a calculated point;
11. North 35°10'17" West, a distance of 76.69 feet to a calculated point;
12. North 13°32'17" West, a distance of 73.80 feet to a calculated point;
13. North 25°33'17" West, a distance of 69.71 feet to a calculated point;
14. North 77°13'17" West, a distance of 144.19 feet to a calculated point for the southwest corner of the 107.928 acre tract, being also the southeast corner of Lot 3, Block H, Benbrook Ranch Section Two, Phase One, a subdivision of record in Cabinet CC, Slide 3 of the Plat Records of Williamson County, Texas;

**THENCE** North 20°44'42" West, with the west line of the 107.928 acre tract, being also the east line of Lot 3, Block H, and being the east line of the 34.705 acre tract, at 55.92 feet passing a 1/2" rebar found, and continuing for a total distance of 747.56 feet to the **POINT OF BEGINNING**, containing 25.319 acres of land, more or less.

Surveyed on the ground September 12, 2013. Bearing basis is Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing No. 143-033-BASE.

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



9-19-13

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LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES

FOR

A 0.310 of an acre, or 13,492 square feet more or less, tract of land out of the remaining portion of a called 107.928 acre tract recorded in Document No. 2004063370 of the Official Public Records of Williamson County, Texas, situate in the Charles Cochran Survey, Abstract No. 134, in the City of Leander, Texas, Williamson County, Texas. Said 0.310 of an acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (NA 2011) epoch 2010.00, from the Texas Coordinate System established for the Central Zone:

COMMENCING: At a calculated point, a northeast corner of said remaining portion of a called 107.928 acre tract, the southeast corner of San Gabriel Parkway, a variable width right of way recorded in Document No. 2005011119 of the Official Public Records of Williamson County, Texas and a point in the southwest right of way line of U.S. Highway 183, a variable width right of way.

THENCE: S 71°51'39" W, departing the southwest right of way line of said U.S. Highway 183, along and with the south right of way line of said San Gabriel Parkway, a distance of 444.82 feet to a calculated point;

THENCE: Southwesterly, along a tangent curve to the right, said curve having a radius of 2150.00 feet, a central angle of 17°44'23", a chord bearing and distance of S 80°43'51" W, 663.02 feet, for an arc length of 665.68 feet to a found ½" iron rod with cap marked "Chaparral", a point in the south right of way line of said San Gabriel Parkway;

THENCE: Departing the south right of way line of said San Gabriel Parkway, over and across said remaining portion of said called 107.928 acre tract the following calls and distances:

S 02°24'10" E, a distance of 20.00 feet to a found ½" iron rod with cap marked "Chaparral";

S 46°02'48" W, a distance of 35.85 feet to a found ½" iron rod with cap marked "Chaparral";

N 88°14'47" W, a distance of 20.00 feet to a found ½" iron rod with cap marked "Chaparral";

1 of 2

or

THENCE: S 01°45'13" W, a distance of 136.75 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", the POINT OF BEGINNING;

THENCE: Continuing over and across said remaining portion of a called 107.928 acre tract the following calls and distances:

S 88°14'47" E, a distance of 123.20 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 14°41'23" E, a distance of 102.19 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 88°14'47" W, a distance of 152.13 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

THENCE: N 01°45'13" E, a distance of 98.01 feet to the POINT OF BEGINNING and containing 0.310 of an acre in the City of Leander, Williamson County, Texas. Said tract being accordance with a survey made on the ground and a survey map prepared under Job No. 50784-00 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: December 11, 2013  
REVISED: December 11, 2013  
JOB No.: 50784-00  
DOC.ID.: H:\survey\CIVIL\50784-00\Word\0.310 of an Acre.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-00



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**EXHIBIT B**  
**PERMITTED EXCEPTIONS**

1. Restrictive covenant recorded in Volume 969, Page 312, Official Records, Williamson County, Texas.
2. Easement dated October 15, 1929, granted by Mrs. Alice E. Woolsey et al to Texas Power & Light Co., recorded in Volume 245, Page 140, Deed Records, Williamson County, Texas.
3. Terms, provisions and conditions of Boundary Line Agreement dated November 18, 1986, by and between Michelle, Ltd. and Michelle III, Ltd. recorded in Volume 1450, Page 886, and re-recorded in Volume 1455, Page 296, Official Records, Williamson County, Texas.
4. Drainage easement dated August 19, 2005, granted by Waterstone Tylerville, LP to Williamson County, Texas, recorded under Document No. 2005068805, Official Public Records, Williamson County, Texas.
5. Utility easement dated July 26, 2004, granted by William B. Pohl, Trustee for Tylerville, Ltd. to Pedernales Electric Cooperative, Inc., recorded under Document No. 2006010423, Official Public Records, Williamson County, Texas.
6. An undivided 50% of all royalties and an undivided 50% in and to all of the oil, gas and other minerals, and all rights incident thereto, reserved by Grantors in deed dated July 20, 1983, executed by Philip H. Thompson, Jr. and wife, Jeanne A. Thompson to F.N.B. II Associates recorded in Volume 930, Page 468, Deed Records, Williamson County, Texas.
7. An undivided 50% of all royalties in all of the oil, gas and other minerals, and all rights incident thereto, conveyed in Mineral Deed dated March 14, 1986, executed by Jack Friedman to Philip H. Thompson, Jr. and wife, Jeanne A. Thompson recorded in Volume 1327, Page 221, Official Records, Williamson County, Texas.
8. Proposed easement (0.36 acre easement area) in northeast corner of property as shown on survey dated September 19, 2013, by Robert C. Watts, Jr. Registered Professional Land Surveyor No. 4995 of Chaparral Professional Land Surveying, Inc.
9. Any unrecorded easement, either public or private, which exists or may later be claimed as existing for construction, maintenance, repair and/or replacement of the water valve crossing the land as shown on survey dated September 19, 2013, by Robert C. Watts, Jr. Registered Professional Land Surveyor No. 4995 of Chaparral Professional Land Surveying, Inc.



## EXHIBIT "A"

Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

Page 1 of 5

**125.575 AC.**

**WATERSTONE MICHELLE, L.P.**

A DESCRIPTION OF 125.575 ACRES (APPROXIMATELY 5,470,044 SQUARE FEET) IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 164.466 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO WATERSTONE MICHELLE, L.P., DATED AUGUST 5, 2004 AND RECORDED IN DOCUMENT NO. 2004063368 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 125.575 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" rebar found for the southeast corner of the said 164.466 acre tract, being also the northeast corner of a 78.978 acre tract recorded in Document No. 2003003109 of the Official Public Records of Williamson County, Texas and being also in the west right-of-way line of US Highway 183 (right-of-way width varies);

**THENCE** South 75°04'10" West, with the south line of the 164.466 acre tract and the north line of the 78.978 acre tract, a distance of 603.40 feet to a 1/2" rebar with Chaparral cap set for the **POINT OF BEGINNING**;

**THENCE** with the south line of the 164.466 acre tract and the north line of the 78.978 acre tract, the following five (5) courses and distances:

1. South 75°04'10" West, a distance of 30.83 feet to a concrete monument found;
2. South 75°04'31" West, a distance of 1,312.45 feet to a concrete monument found;
3. South 75°07'18" West, a distance of 837.81 feet to a 1/2" rebar found;
4. South 80°22'18" West, a distance of 27.71 feet to 1/2" rebar found;
5. South 69°36'56" West, a distance of 21.77 feet to a 1/2" rebar found in the south line of the 164.466 acre tract, being also the northwest corner of the 78.978 acre tract, being also the northeast corner of Lot 68 Block A, Estates of North Creek Ranch Section Two, a subdivision of record in Cabinet V, Slide 293 of the Plat Records of Williamson County, Texas;

**THENCE** South 69°09'11" West with the south line of the 164.466 acre tract and the north line of the said Estates of North Creek Ranch Section Two, a distance of 369.12

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feet to a 1/2" rebar with Stanley cap found for the southeast corner of Lot 1, Block A, Heritage Glen Section One, a subdivision of record in Cabinet CC, Slide 369 of the Plat Records of Williamson County, Texas;

**THENCE** crossing the 164.466 acre tract, with the perimeter of said Heritage Glen Section One, the following ten (10) courses and distances:

1. North 21°07'13" West, a distance of 186.87 feet to a 1/2" rebar with All Points cap found in the north right-of-way line of the termination of South Brook Drive (64' right-of-way width), being also in the south line of Lot 1, Block D, Heritage Glen Section One;
2. North 68°51'57" East, with the south line of Lot 1, a distance of 154.83 feet to a 1/2" rebar with Chaparral cap found for a point of curvature;
3. With a curve to the left in the south line of Lot 1, having a radius of 15.00 feet, a delta angle of 89°43'31", an arc length of 23.49 feet, and a chord which bears North 23°56'24" East, a distance of 21.16 feet to a 1/2" rebar with Chaparral cap found for a point of tangency in the east line of Lot 1;
4. North 21°06'14" West, with the east line of Lot 1, a distance of 744.15 feet to a Mag nail with Chaparral washer set for the northeast corner of Lot 1;
5. South 68°53'22" West, with the north line of Lot 1, a distance of 750.35 feet to a 1/2" rebar with Chaparral cap found for the northwest corner of Lot 1;
6. South 18°24'23" East, with the west line of Lot 1, a distance of 213.39 feet to a 1/2" rebar with Chaparral cap found for a point of curvature;
7. With a curve to the right in the west line of Lot 1, having a radius of 931.56 feet, a delta angle of 01°53'09", an arc length of 30.66 feet, and a chord which bears South 17°29'03" East, a distance of 30.66 feet to a 1/2" rebar with All Points cap found in the east right-of-way of the termination of Coulee Drive (60' right-of-way width);
8. South 73°28'22" West, with the north termination of Coulee Drive, a distance of 59.85 feet to a 1/2" rebar with All Points cap found in the west right-of-way line of Coulee Drive;
9. With a curve to the right in the west line of Coulee Drive, having a radius of 871.56 feet, a delta angle of 01°05'46", an arc length of 16.68 feet, and a chord

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which bears South 15°58'40" East, a distance of 16.67 feet to a 1/2" rebar with All Points cap found for the northeast corner of Lot 10, Block C of Heritage Glen Section One;

10. South 74°30'40" West, with the north line of said Lot 10, a distance of 146.22 feet to a 1/2" rebar with Stanley cap found for the northwest corner of lot 10, being also in the east line of Lot 13, Block H, Benbrook Ranch, Section One, Phase Two, a subdivision recorded in Cabinet Y, Slide 345 of the Plat Records of Williamson County, Texas, and being also in the west line of the 164.466 acre tract;

**THENCE** North 16°29'54" West, with the west line of said 164.466 acre tract, same being the east line of said Block H, a distance of 1,009.33 feet to a 1/2" rebar found for an angle point in the west line of the 164.466 acre tract, being also in the southeast line of Lot 3, Block H, Benbrook Ranch Section Two, Phase One, a subdivision of record in Cabinet CC, Slide 3 of the Plat Records of Williamson County, Texas;

**THENCE** with the northwest line of the 164.466 acre tract and the southeast line of said Lot 3, the following five (5) courses and distances:

1. North 26°58'52" East, a distance of 227.49 feet to a 1/2" rebar found;
2. North 07°51'51" West, a distance of 113.94 feet to a 1/2" rebar found;
3. North 07°08'24" West, a distance of 89.78 feet to a 1/2" rebar found;
4. North 10°03'53" East, a distance of 17.15 feet to a 1/2" rebar found;
5. North 19°15'44" West, a distance of 37.17 feet to a calculated point in the centerline of Brushy Creek;

**THENCE** with the north line of the 164.466 acre tract, being the centerline of Brushy Creek, and being the south line of Lot 3, the following six (6) courses and distances:

1. North 34°38'57" East, a distance of 99.98 feet to a calculated point;
2. North 67°39'42" East, a distance of 149.82 feet to a calculated point;
3. North 52°34'57" East, a distance of 241.82 feet to a calculated point;
4. North 66°42'22" East, a distance of 108.26 feet to a calculated point;

*h*

5. North 69°49'32" East, a distance of 135.35 feet to a calculated point;
6. North 77°47'52" East, a distance of 160.43 feet to a calculated point for the southeast corner of Lot 3, being also the southwest corner of a 107.928 acre tract described in Document No. 2004063370 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found bears North 20°39'49" West, a distance of 55.92 feet;

**THENCE** with centerline of Brushy Creek, being also the north line of the 164.466 acre tract and the south line of the 107.928 acre tract, the following fifteen (15) courses and distances:

1. South 77°13'17" East, a distance of 144.19 feet to a calculated point;
2. South 25°33'17" East, a distance of 69.71 feet to a calculated point;
3. South 13°32'17" East, a distance of 73.80 feet to a calculated point;
4. South 35°10'17" East, a distance of 76.69 feet to a point;
5. North 80°03'43" East, a distance of 151.16 feet to a calculated point;
6. North 69°06'43" East, a distance of 245.27 feet to a calculated point;
7. South 46°59'17" East, a distance of 75.24 feet to a calculated point;
8. South 82°30'17" East, a distance of 435.20 feet to a calculated point;
9. North 57°03'43" East, a distance of 58.81 feet to a calculated point;
10. North 75°34'43" East, a distance of 148.11 feet to a calculated point;
11. South 39°53'17" East, a distance of 143.77 feet to a calculated point;
12. North 70°10'43" East, a distance of 89.94 feet to a calculated point;
13. North 16°32'43" East, a distance of 105.29 feet to a calculated point;
14. North 63°51'43" East, a distance of 260.61 feet to a calculated point;

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15. South  $86^{\circ}45'17''$  East, a distance of 11.33 feet to a calculated point for the northwest corner of a 3.150 acre tract recorded in Document No. 2000053933 of the Official Public Records of Williamson County, Texas;

**THENCE** leaving Brushy Creek, with the north line of the 164.466 acre tract, being also the west line of the 3.150 acre tract, the following two (2) courses and distances:

1. South  $00^{\circ}45'28''$  East, a distance of 22.26 feet to a 1/2" rebar found;
2. South  $00^{\circ}45'28''$  East, a distance of 95.51 feet to a 1/2" rebar found for the southwest corner of the 3.150 acre tract;

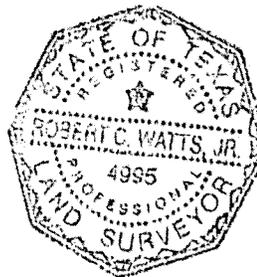
**THENCE** with the north line of the 164.466 acre tract, being also the south line of the 3.150 acre tract, the following two (2) courses and distances:

1. North  $88^{\circ}19'34''$  East, a distance of 440.91 feet to a 1/2" rebar found, from which a nail found in a concrete dam bears North  $11^{\circ}52'18''$  West, a distance of 168.04 feet;
2. North  $88^{\circ}34'02''$  East, a distance of 234.28 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar found in the west right-of-way line of U.S. 183, being also the northeast corner of the 164.466 acre tract, being also the southeast corner of the 3.150 acre tract, bears North  $88^{\circ}34'02''$  East, a distance of 636.85 feet;

**THENCE** South  $21^{\circ}01'11''$  East, crossing the 164.466 acre tract, a distance of 1,478.67 to the **POINT OF BEGINNING**, containing 125.575 acres of land, more or less.

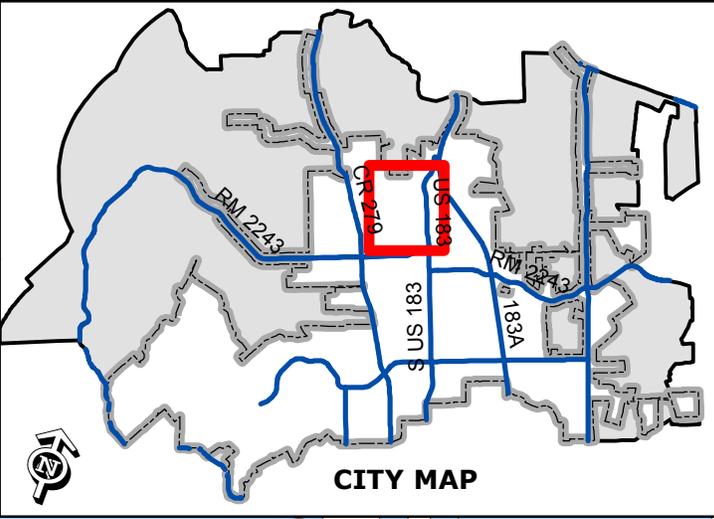
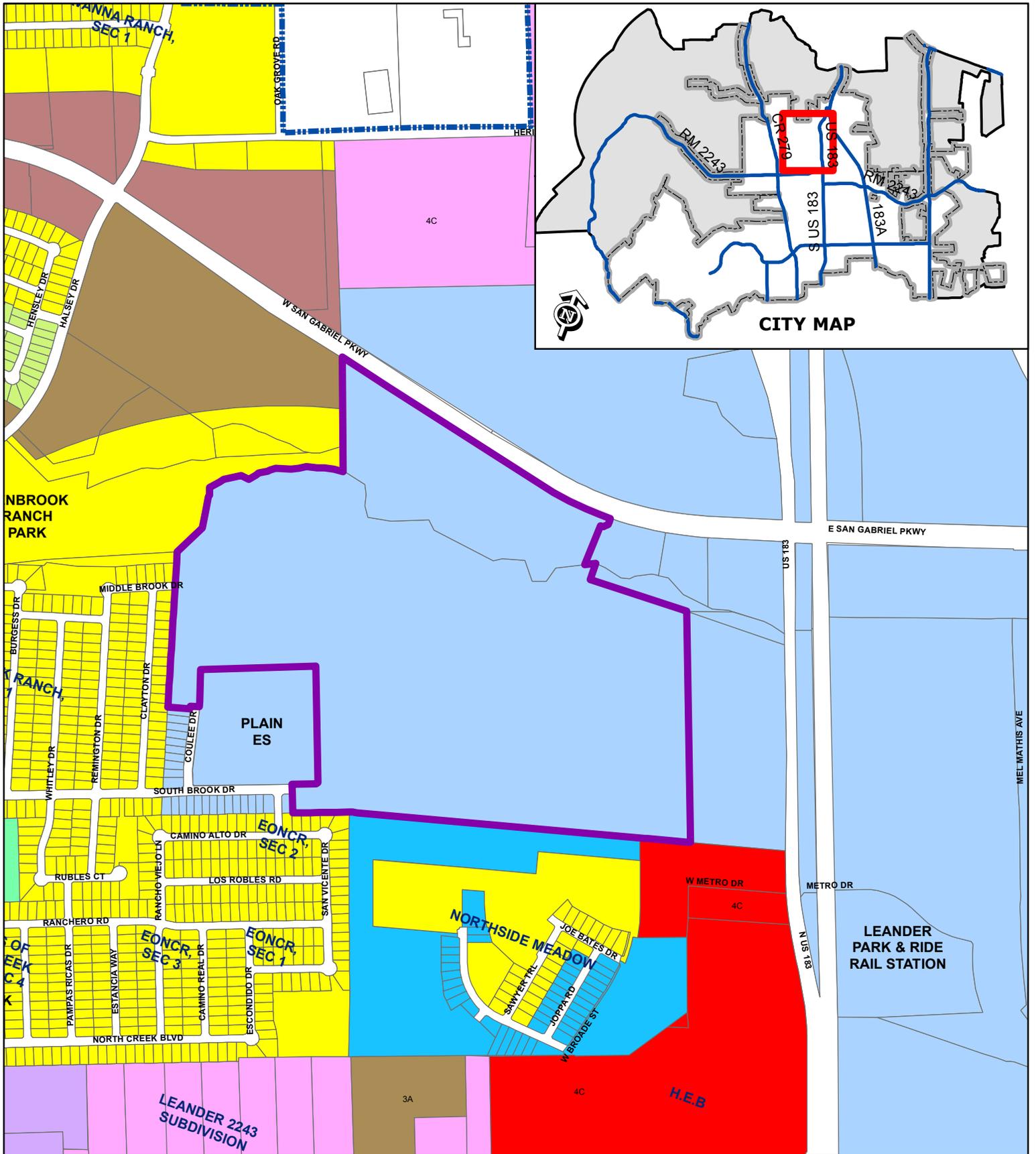
Surveyed on the ground July 17, 2013. Bearing basis is Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing No. 942-001-T11.

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



7-24-13

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**EXHIBIT B**  
**Zoning Case**  
**13-Z-027**

Oak Creek PUD



Subject Property	SFR	SFT	GC
City Limits	SFE	SFU/MH	HC
Future Annexation Per DA	SFS	TF	HI
Involuntary Annexation	SFU	MF	PUD
Voluntary Annexation	SFC	LO	
	SFL	LC	



## Exhibit C

### Oak Creek Planned Unit Development

#### A. Purpose and Intent

The Oak Creek PUD is composed of approximately 150 acres, as described in Exhibit A (Field Notes). The development of this property is planned as a high quality, residential community with a variety of residential product types.

Oak Creek has been designed to create walkable, pedestrian friendly neighborhoods. The contents of this PUD further explain and illustrate the overall appearance and function desired for this community. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit 1, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Conceptual Site Layout and Land Use Plan depicts a mix of residential products and open space areas which are contemplated within the community.

#### B. Applicability and Base Zoning

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

For the purpose of establishing development standards for the PUD, base zoning districts have been selected from the Leander Composite Zoning Ordinance for the various residential products proposed within the PUD.

- *For Lots 60' and wider: Base Zoning District SFU Single Family Urban (SFU-2-B)*
- *For Lots 50'-59': Base Zoning District SFC Single Family Compact (SFC-2-B)*
- *For Lots 40'-49': Base Zoning District SFL Single Family Limited (SFL-2-B)*
- *For Single Family Townhomes: SFT – Single Family Townhouse (SFT-2-B)*
- *For Cluster Housing: MF – Multi Family (MF-2-B)*

This PUD allows the flexibility to mix the various residential products and define boundaries for each lot type during the platting process. Each plat or site plan submitted to the City will identify the use at the time of City Submittal. All neighborhoods within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD shall control.

## C. Conceptual Site Layout and Land Use Plan

Exhibit 1 attached is a conceptual development plan intended to visually convey the design intent for the Oak Creek community. The design of the community is not final, and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

The Oak Creek project is comprised of a mix of various single family detached products as well as townhomes and cluster products. Oak Creek will include a cohesive network of open spaces, including parks, water quality areas, floodplain and trail corridors. The open space and trails system combined with the sidewalk network will be critical in establishing a walkable, inviting community.

The product placement within the community is planned to provide the following development pattern:

### SFL Single Family Limited

Alley loaded, 40' lots will be located west of West Broade Street and adjacent to the southern boundary line which is shared with the Northside Meadow development. The extension of South Brook Drive will be faced with alley loaded product to provide an attractive architectural street scene which will ultimately connect to the adjacent TOD uses located along Highway 183. The alley loaded product will also reduce driveways along South Brook Drive to Plain Elementary School.

### SFC Single Family Compact/SFU Single Family Urban

The area north of the alley loaded product and west of West Broade Street will contain a mix of 50', 60' and 70' conventional single family product types with access points to the central park and trail system. Extensions of Coulee Drive and Middle Brook Drive will connect into the new neighborhoods, providing a seamless connection to the adjacent Benbrook Ranch and Heritage Glen developments.

### MF Multi Family/SFT Single Family Townhouse/Cluster

The parcels located east of West Broade Street are directly adjacent to the area designated as T5 on the City of Leander TOD map. The parcels are planned for higher density attached townhomes or cluster with a maximum density of 12 units per acre. The cluster product is a detached single family unit that is developed as a condo regime. If a cluster product is proposed, the site will be processed as a single lot site plan. The units will be sold as condos with common open space areas that are maintained by a Homeowners Association.

To ensure a variety and mix of residential product types within Oak Creek, the following standards have been established:

### **Residential Product Type Requirements**

1. MF Multi Family/SFT Single Family Townhome(Cluster, Townhome)
  - Minimum of 100 units

2. SFL Single Family Limited-Alley Loaded lots
  - Minimum of 100 units
3. SFC Single Family Compact – 50’ lots
  - Minimum of 100 units
4. SFU Single Family Urban-60’ lots
  - Minimum of 100 units

**D. Allowable Uses**

The uses allowed within the Oak CreekPUD shall comply with the list of permitted uses defined in Article III, Section 17 of the Leander Composite Zoning Ordinance for the appropriate base zoning district. Cluster housing shall be considered a single family, detached use which is permitted in a MF Multi Family base district with a maximum density of 12 units per acre.

**E. Lot Design Standards**

Residential Areas:

Oak Creek will include a variety of residential product types and sizes from detached single family homes to townhomes. The detached residential has been broken into two categories based upon lot width and size. The attached product has been grouped into one category and Cluster housing has been designated as an individual category. Detailed design standards are included within this PUD, Table E.1, based upon the type of residential product.

The Oak Creekdevelopment will comply with the Development Standards set forth in Table E.1

**Table E.1 – Development Standards**

	RESIDENTIAL USES			
	DETACHED 50 ft. & wider lot (SFC/SFU)	DETACHED narrower than 50 ft. lot (SFL base, alley loaded)	ATTACHED Townhome (SFT base, alley loaded)	CLUSTER/ MF (Setbacks are for perimeter)
Lot Area (minimum)	5,500 s.f.	4,000 s.f.	1,800 s.f.	<b>n/a</b>
Lot Width (minimum)	50 ft.	40 ft.	20 ft.	<b>n/a</b>
Front Setback (minimum)	20 ft. (25' street facing garage)	15 ft.	10 ft.	<b>20 ft.</b>
Side Setback (minimum)	5 ft.	5 ft.	0 ft./10 ft.	<b>10 ft. building separation</b>
Street Side Setback (minimum)	15 ft. (20' street facing garage)	15 ft.	15 ft.	<b>20 ft.</b>
Rear Setback (minimum)	15 ft.	6 ft.	6 ft.	<b>20 ft.</b>
Lot Depth (minimum)	110 ft.	100 ft.	90 ft.	<b>n/a</b>

**F. Parkland/Open Space/Trails**

Open space within Oak Creek will create a network of trails and parkland that creates distinct neighborhoods and provides pedestrian walkways throughout the community. The Oak Creek PUD will contribute approximately 31 acres of open space consisting of parks, floodplain, greenbelt trail corridors and water quality ponds. The parkland and proposed trails and amenities shall be consistent with the approved Concept Plan Sheet 2 Parkland Exhibit (Exhibit 1).

The following criteria shall be considered allowable for parkland credit within Oak Creek.

1. Neighborhood Pocket Parks - Minimum of ½ acre
2. Minimum of 100' of street frontage
3. Water quality pond areas that are designed as an amenity
4. Open space trail corridors located along West Broade Street between the back of lots and the right of way

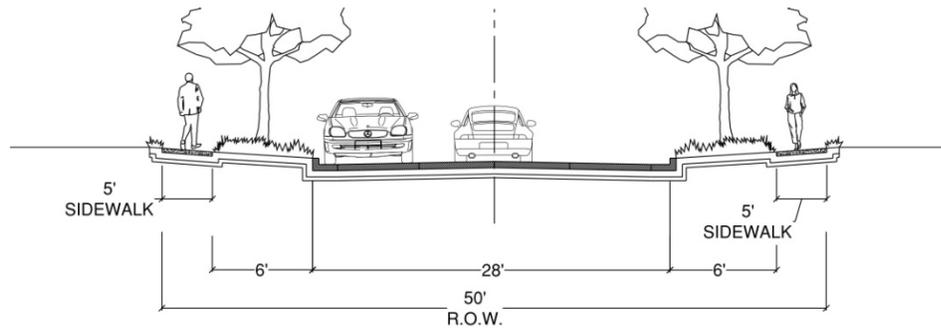
Oak Creek is located in close proximity to Benbrook Park. A primary 8' wide, concrete trail will be constructed within the floodplain which will provide a connection point for linkage between the Benbrook trail and West Broade Street and from West Broade Street east and south to connect with South Brook Drive (see approved Concept Plan

Sheet 2 Parkland Exhibit). An additional 8' wide, concrete trail will be provided along the entire length of West Broade Street which will meander in and out of the right of way and adjacent open space corridor located on the western side of the roadway.

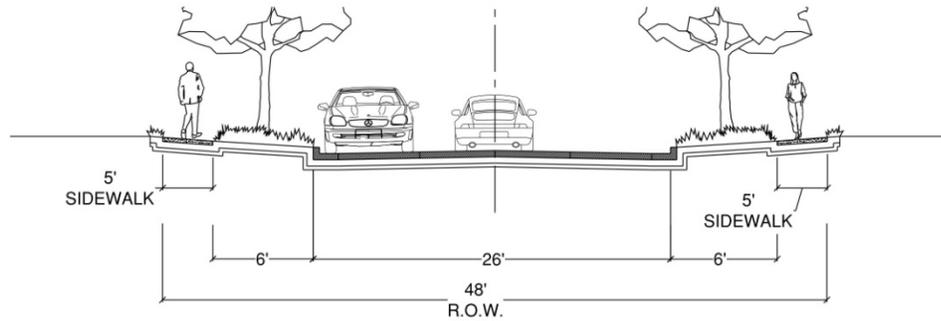
**G. Roadway Design**

The Oak Creek community will incorporate the following right of way standards.

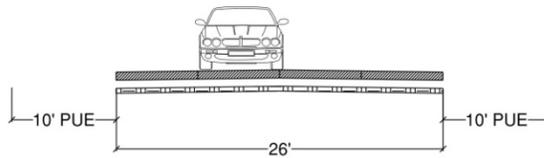
1. All single family detached roadways for base districts SFU Single Family Urban and SFC Single Family Compact shall utilize Primary Residential Street section ST-50-28 as defined in Table 10C of the Leander SmartCode.
2. All alley loaded residential product in base districts SFL Single Family Limited and SFT Single Family Townhouse shall utilize Primary Residential Street section ST-48-26 as defined in Table 10C of the Leander SmartCode.
3. All alleys shall conform to the RA-20 Rear Alley section as defined in Table 10C of the Leander SmartCode.
4. Streets within a Cluster Housing project will be private streets within a site plan. The pavement width shall be a minimum of 26 feet in width with 10 foot Public Utility Easements PUE on each side of the street.
5. Due to the pedestrian oriented design and emphasis on an attractive streetscape, several traffic calming measures are allowed within Oak Creek. A traffic circle shall be incorporated at the intersection of South Brook Drive and West Broade Street with a minimum radius of 70 feet.
6. Additional traffic calming islands shall be allowed along South Brook Drive. The minimum pavement width between landscape islands shall be 24 feet. Parallel parking shall be allowed on both sides of South Brook Drive with the driving lanes tapering at intersections to create traffic calming islands. Changes in paving material such as stamped concrete or pavers shall be allowed at the intersections and traffic circle.



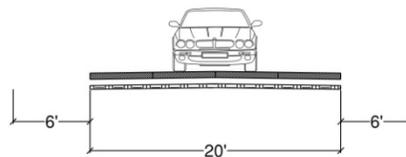
RESIDENTIAL STREET SECTION: ST-50-28



RESIDENTIAL STREET SECTION: ST-48-26



CLUSTER STREET



RESIDENTIAL ALLEY: RA-20

**H. Architectural Criteria**

All residential product within the SFC Single Family Compact and SFU Single Family Urban base zoning districts shall comply with Article 8, Conventional Zone of the 2005 Leander SmartCode.

All residential product within the SFL Single Family Limited, SFT Single Family Townhouse and Multi Family base zoning districts shall comply with Article 6, Tables 21A, 21B, 21C, 21D, 21E, 21F, 21G, 21H, 21J, 21K, 21L and 21M of the 2005

Leander SmartCode. See Exhibit 2 of this PUD for the tables. Masonry standards for the SFL, SFT and MF base districts are defined in Table 21A of Exhibit 2 and require building walls to be finished in native stone (or synthetic equivalent), brick, stucco, split faced block (for piers, foundation walls and chimneys), wood lap siding, or Hardi Plank siding (equivalent or better)

**I. Walls and Fencing**

All lots within Oak Creek which back or side onto West Broade Street shall have a solid, 6 foot tall masonry wall with columns located along the rear or side lot line. Wrought iron fencing with masonry columns is allowed in locations where views into the neighborhood would be desirable.

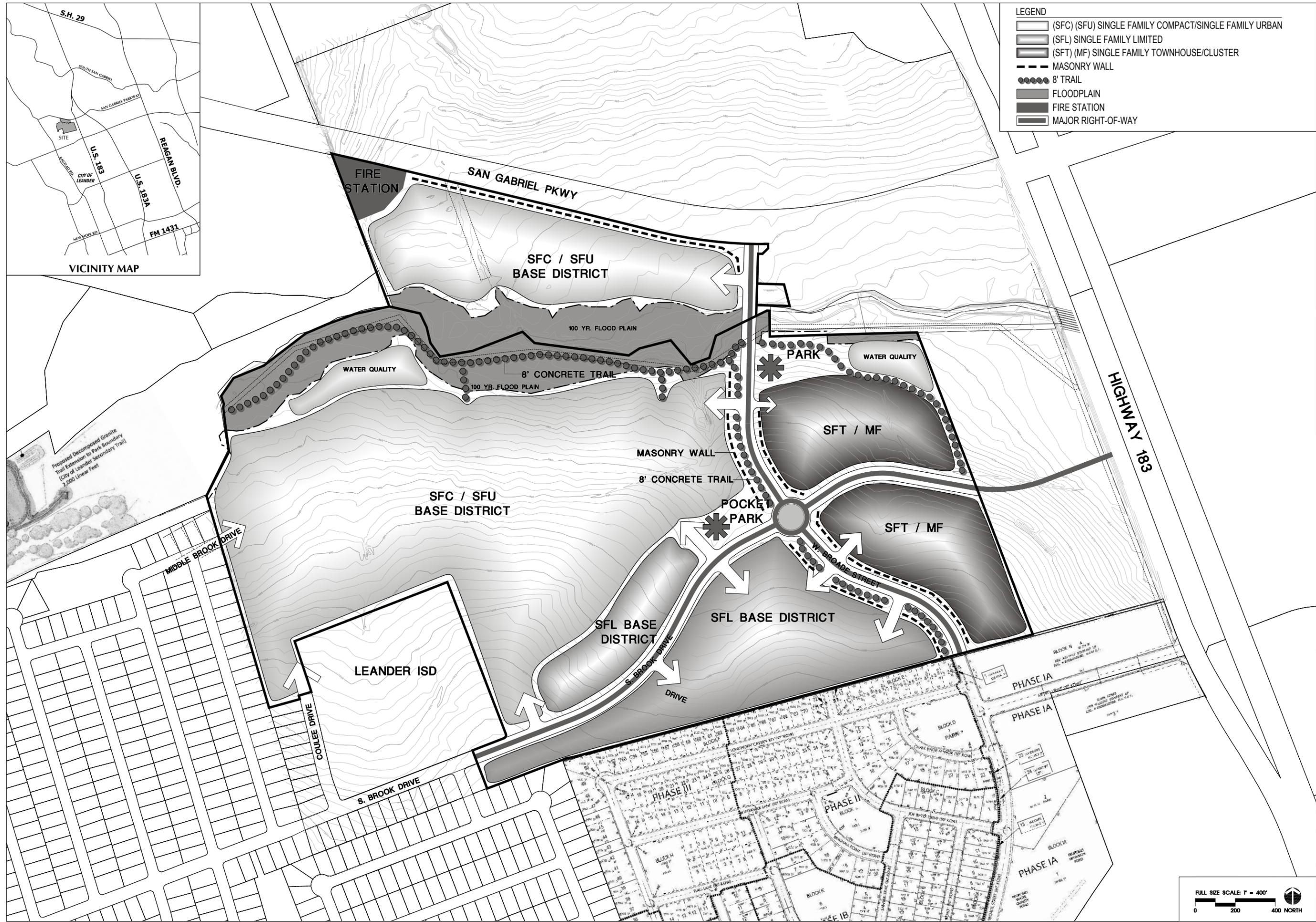
All lots which back onto parks or floodplain areas shall utilize 6 foot, wrought iron view fencing.

**J. Flag Lots**

In order to provide a legal lot for the water quality ponds within Oak Creek, the minimum flag lot width shall be 15 feet. This provision shall not apply to residential lots.

**Exhibit 1**

**Conceptual Site Layout and Land Use Plan**



**LEGEND**

- (SFC) (SFU) SINGLE FAMILY COMPACT/SINGLE FAMILY URBAN
- (SFL) SINGLE FAMILY LIMITED
- (SFT) (MF) SINGLE FAMILY TOWNHOUSE/CLUSTER
- MASONRY WALL
- 8' TRAIL
- FLOODPLAIN
- FIRE STATION
- MAJOR RIGHT-OF-WAY

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OWNER: MICHELLE  
 SENTINEL/COTTER LEANDER, LLC  
 9111 HOLLYVILLE ROAD  
 SUITE 212  
 AUSTIN, TX 78759  
 T 512.922.2112

OWNER: TYLERVILLE  
 WATERSTONE TYLERVILLE, LP  
 10500 AVERY CLUB DRIVE  
 SUITE 900  
 AUSTIN, TX 78717

**EXHIBIT 1  
 CONCEPTUAL SITE LAYOUT  
 AND LAND USE PLAN  
 OAK CREEK  
 LEANDER, TEXAS**

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Issued:	
1. PUD Submittal	12/20/13
2.	
3.	
4.	
5.	

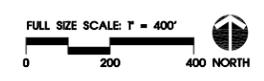
Revisions:	
1. PUD Plan Revision	02/11/14
2. PUD Plan Revision	03/20/14
3.	
4.	
5.	

Issue Date: December 20, 2013

Drawn By: MB  
 Reviewed By: MB

Project No.  
 130078-SELA

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**CONCEPT PLAN - SHEET 2**  
**PARKLAND EXHIBIT**  
**MICHELLE / TYLERVILLE TRACT**  
 LEANDER, TEXAS

Q:\130078-SELA\Cadfiles\PLANNING\Submittals\Concept Plan Submittal\Concept A 2013-08-15.dwg

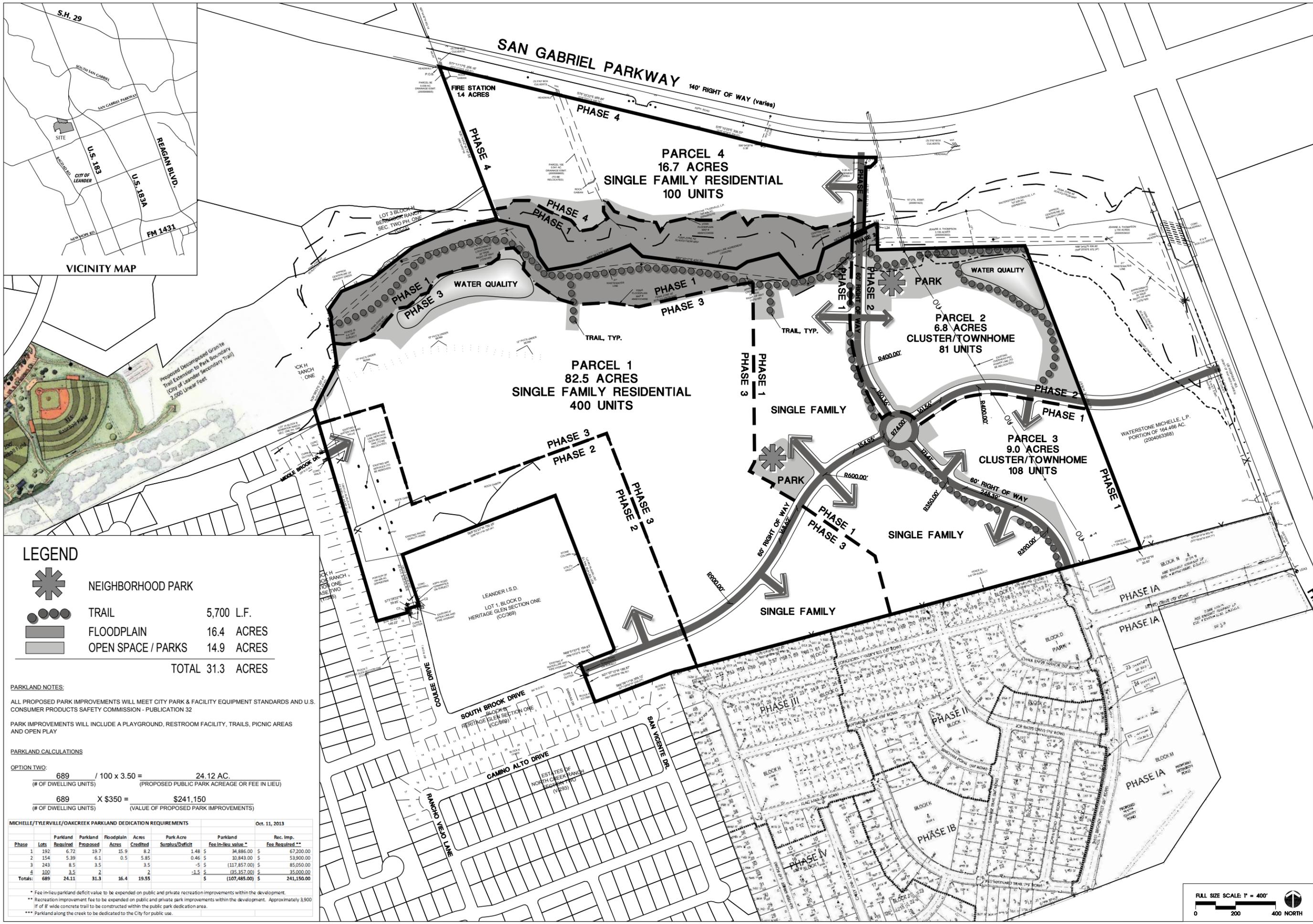
Issue Date: **September 6, 2013**

Revisions:  
 1 City Concept Submittal 10/7/13  
 2 City Concept Submittal 10/24/13  
 3 City Concept Submittal 11/05/13

Issue Date: **September 6, 2013**

Drawn By: MB  
 Reviewed By: MB

Project No:  
**130078-SELA**



VICINITY MAP

**LEGEND**

- NEIGHBORHOOD PARK
- TRAIL 5,700 L.F.
- FLOODPLAIN 16.4 ACRES
- OPEN SPACE / PARKS 14.9 ACRES

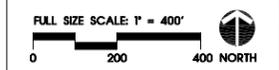
**TOTAL 31.3 ACRES**

**PARKLAND NOTES:**  
 ALL PROPOSED PARK IMPROVEMENTS WILL MEET CITY PARK & FACILITY EQUIPMENT STANDARDS AND U.S. CONSUMER PRODUCTS SAFETY COMMISSION - PUBLICATION 32  
 PARK IMPROVEMENTS WILL INCLUDE A PLAYGROUND, RESTROOM FACILITY, TRAILS, PICNIC AREAS AND OPEN PLAY

**PARKLAND CALCULATIONS**  
 OPTION TWO:  
 $689 / 100 \times 3.50 = 24.12 \text{ AC.}$   
 (# OF DWELLING UNITS) (PROPOSED PUBLIC PARK ACREAGE OR FEE IN LIEU)  
 $689 \times \$350 = \$241,150$   
 (# OF DWELLING UNITS) (VALUE OF PROPOSED PARK IMPROVEMENTS)

MICHELLE/TYLERVILLE/OAKCREEK PARKLAND DEDICATION REQUIREMENTS										Oct. 11, 2013	
Phase	Lots	Parkland Required	Parkland Proposed	Floodplain Acres	Credited	Park Acres Surplus/Deficit	Parkland Fee In-Lieu Value *	Fee Required **	Rec. Imp. Fee Required **		
1	192	6.72	15.7	15.9	8.2	-1.48	\$ 24,886.00	\$ 67,200.00			
2	154	5.39	6.1	0.5	5.85	0.46	\$ 10,843.00	\$ 53,900.00			
3	243	8.5	3.5		3.5	-5	\$ (117,857.00)	\$ 85,050.00			
4	100	3.5	2		2	-1.5	\$ (35,357.00)	\$ 35,000.00			
<b>Totals:</b>	<b>689</b>	<b>24.11</b>	<b>31.3</b>	<b>16.4</b>	<b>19.55</b>		<b>\$ (107,485.00)</b>	<b>\$ 241,150.00</b>			

\* Fee in-lieu parkland deficit value to be expended on public and private recreation improvements within the development.  
 \*\* Recreation improvement fee to be expended on public and private park improvements within the development. Approximately 3,900 lf of 8' wide concrete trail to be constructed within the public park dedication area.  
 \*\*\* Parkland along the creek to be dedicated to the City for public use.



## Exhibit 2

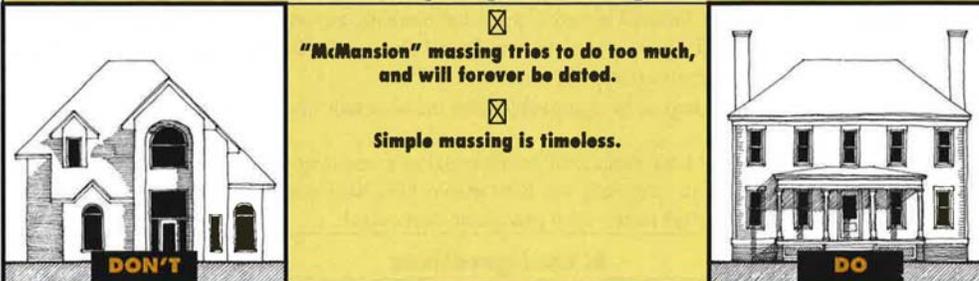
### Architectural Standards Tables

LEANDER	6*STANDARDS & TABLES	SMARTCODE
TABLE 21A • ARCHITECTURAL STANDARDS		
WALLS & MASSING		
a. Materials		
<b>Building Walls:</b>	Shall be finished in native stone (or synthetic equivalent), brick, stucco, split-faced block (for piers, foundation walls and chimneys), wood lap siding, or Hardi Plank siding (equivalent or better).	
<b>Frontage Walls &amp; Stoops:</b>	Shall match or be compatible with the materials of the associated buildings.	
<b>Frontage Fences &amp; Walls:</b>	Shall be built entirely of wood, metal in a cast-iron style, native/regional stone (or equivalent synthetic), brick, or stucco. May have masonry or stucco piers and base. Colors shall match local precedent or standard.	
b. Configurations		
<b>Building Walls:</b>	Shall show no more than two materials on any exterior wall, not counting the foundation wall or piers. Heavier materials shall be located below horizontal joints. Vertical joints between materials shall only occur at inside corners. Exterior building walls shall be a minimum of 9' in height on the main level.	
<b>Stone:</b>	Shall be laid with the stones in a horizontal orientation to resemble structural stone walls.	
<b>Stucco:</b>	Shall be cement or synthetic and may be integral color or painted. Finish shall be smooth or sand-finish; heavy lace is prohibited. EIFS shall not be installed within 3' of the ground.	
<b>Brick:</b>	Shall be properly detailed and installed in load-bearing configurations. Brick shall course exactly to both the top and bottom of all wall openings. Textured brick is prohibited.	
<b>Siding:</b>	Shall be clapboard or lap siding, and shall be painted. Vinyl siding and faux wood grain is prohibited.	
<b>Frame Wall/Masonry Base Alignment:</b>	Face of stud of frame walls shall align with face of masonry of foundation wall below. Horizontal ledges between wood frame wall and masonry base are prohibited.	
<b>Trim:</b>	Shall be indistinguishable from wood when painted, and shall be sized appropriately to its location. Corner boards shall not exceed 1x6.	
<b>Masonry Arches &amp; Piers:</b>	Shall be no less than 12" x 12" in plan view.	
<b>Color:</b>	Shall be selected according to building style and Central Texas precedent.	

## TABLE 21B • ARCHITECTURAL STANDARDS

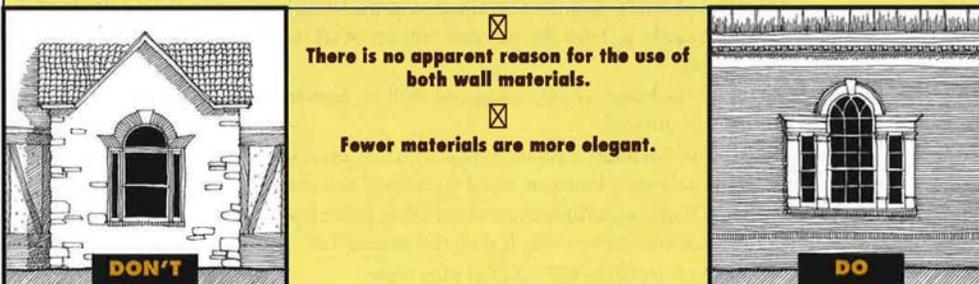
### WALLS & MASSING

#### a. Simplicity of Massing

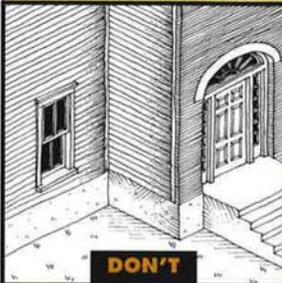


The root of the Texas Hill Country architectural massing is simplicity. The buildings that are the foundation of most styles are a simple volume, or an assembly of simple volumes.

#### b. Number of Wall Materials

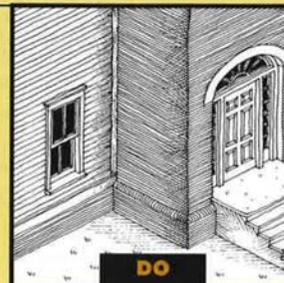


No more than two wall materials shall be visible on any exterior wall, not including the foundation wall or piers. Construction was once more difficult and expensive than it is now, so builders tried to use simple construction systems. They may have enriched the buildings with ornament, but the basic construction system was usually simple. Because of this, most walls were built of one material or maybe two, not counting the foundation & trim work. Today, however, the public realm is often so poor that people feel compelled to clutter the walls of buildings with as many materials and shapes as possible in hopes of creating "street appeal" since the street itself has little appeal. Unfortunately, the result is often cluttered and unappealing.

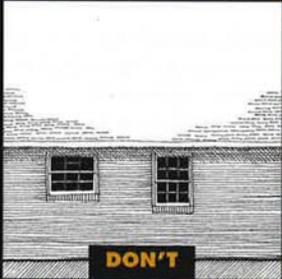
**TABLE 21C • ARCHITECTURAL STANDARDS****WALLS & MASSING****a. Wall Material Joints**

☒  
Changing materials at outside corners look pasted-on.

☒  
Vertical joint properly located at inside corner.

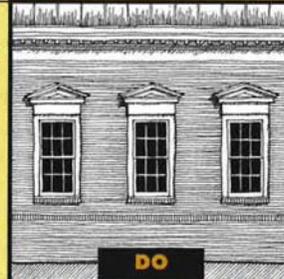


Heavier, more basic, or more unadorned materials should occur below a horizontal joint, such as rough stone below brick or brick below wood siding. Buildings should become lighter and more adorned as they approach the sky. Vertical joints between different materials shall occur only at inside corners except in rare instances that are appropriate to the style. This naturally occurred when additions to buildings were built of a different material. It is common in some areas to see original houses of wood, for example, with additions of brick or stone because the family became more prosperous over the years. Material changes at outside corners gives the entire building an aura of cheapness and shall not be permitted.

**b. Wall Heights**

☒  
8' ceilings prevent proper execution of most styles.

☒  
Dignified walls such as these are only possible with taller walls.



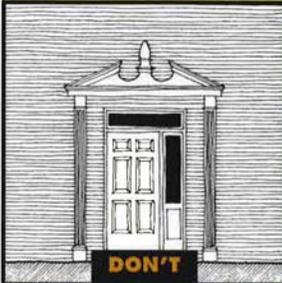
8' tall walls should never be used except in rare cases when they are appropriate to the architectural language. Principal rooms of even the humblest houses had relatively tall ceilings until the mid-1920's. It is almost impossible to detail a house properly with low 8' tall walls with rafters above.

**TABLE 21D • ARCHITECTURAL STANDARDS****DOORS & WINDOWS****a. Materials**

<b>Doors:</b>	Shall be wood or clad wood for residential, and may also be steel or extruded aluminum for commercial use.
<b>Garage Doors:</b>	Shall be wood, clad wood, metal, or composite.
<b>Windows:</b>	Shall be wood, vinyl-clad wood, aluminum-clad wood, and solid PVC, but all must be indiscernible from wood at arm's length. Commercial windows may also be extruded aluminum or hollow steel frame. All windows shall have clear glass. Stained glass is permitted in residential and religious use.
<b>Storefronts:</b>	Shall be wood, custom metalwork, extruded aluminum, or hollow steel frame. Natural and bronze aluminum storefronts are prohibited.
<b>Bay Windows:</b>	Shall be trimmed with a single vertical jamb casing that extends from the window sash to the corner of the bay.
<b>Shutters:</b>	Shall be wood, fiber-cement, or solid PVC, and shall be indiscernible from wood at arm's length.

**b. Configurations**

<b>Doors:</b>	Shall be side-hinged except garage doors, which may be sectional. Sliders shall not be visible from streets, sidewalks, or public spaces. The style of the front door shall match the building style.
<b>Garage Doors:</b>	Shall be a maximum of 9' in width if visible from streets, sidewalks, or public spaces. Alley-accessed garages may have 16' wide doors.
<b>Windows:</b>	Shall be single-hung, double-hung, triple-hung, casement, or fixed. The style of the windows shall match the building style. Window openings and panes shall be vertically proportioned or square. Flush mounted windows are prohibited.
<b>Storefronts:</b>	Shall be single panes of glass not larger than 6' high by 5' wide. Storefronts shall allow a minimum 60% of surface view into the building.
<b>Bay Windows:</b>	Shall extend to the ground or be supported by visible brackets.
<b>Shutters:</b>	Shall be exactly one-half the width of, and the same height of the associated opening. All shutters shall be louvered, paneled, or constructed of boards as appropriate to the style of the building.
<b>Casing:</b>	Shall never be narrower than 3 1/2" except on masonry walls. Mullion casing shall never be narrower than 3 1/2" regardless of location. Brick shall never be visible between a door or window and its casing. Head casing shall be equal to or wider than jamb casing, and shall not be less than 1/6 the opening width.

**TABLE 21E • ARCHITECTURAL STANDARDS****DOORS & WINDOWS****a. Entry Surrounds**

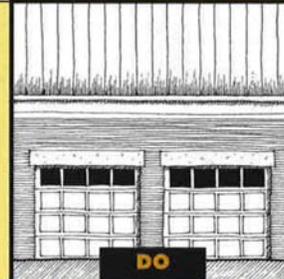
- ☒ **Under-sized frames with improper materials.**
- ☒ **Substantial entry surrounds give the door presence.**



Entry surrounds should be substantial. Typical 3-1/2" frames diminish the presence of the door. Head casing shall always be wider than jamb casings, except in rare cases where it's not appropriate to the style. Material between casing and door shall always be frame material, and shall never be masonry.

**b. Garage Door Size**

- ☒ **Double-wide garage doors lack pleasing proportions.**
- ☒ **Single doors are more flexible.**



Double garage doors (16' wide) are discouraged over individual single garage doors for several reasons. First, double doors look unnaturally wide due to their proportions. Second, double doors often sag more and sooner than single doors because they span a greater distance. Double doors shall not be permitted unless from an alley-access.

**TABLE 21F • ARCHITECTURAL STANDARDS****DOORS & WINDOWS****a. Window Proportions**

☒ **Horizontally proportioned windows look awkward.**

☒ **There are many possible designs of vertical windows.**

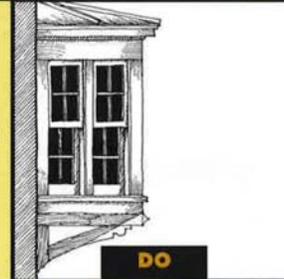


Windows shall be vertically proportioned or square. Square, round or semi-circular windows may be used high on a wall or on a roof. Most vernacular architecture employs windows with the proportion of either the human face or the entire human body. Generally, the more relaxed or informal languages use windows of a human face proportion (3:2). The more formal languages favor windows proportioned more like the entire human body (2:1 to 3:1 or sometimes a little taller).

**b. Bay Window Support**

☒ **Bays without visible support look precarious.**

☒ **Brackets are one means of providing visual support.**



Bay windows shall either extend to the ground or be supported by visible brackets of appropriate size.

**TABLE 21G • ARCHITECTURAL STANDARDS****ROOFS & EAVES****a. Materials**

<b>Metal Roofing:</b>	Shall be flat between the primary ribs with no striations or pencil ribs.
<b>Shingle Roofing:</b>	Shall be slate, wood, wood shakes, or equivalent synthetic or better.
<b>Tile Roofing:</b>	Shall be clay, concrete or metal.
<b>Flat Roofs:</b>	Shall be commercial quality roofing.
<b>Ridge Caps:</b>	Shall be appropriate to the type of roofing. Bulbed ridge caps shall be used with 5V metal roofing, and standing seam ridge caps shall be of the lowest profile possible.
<b>Eaves:</b>	May be wood, stucco, or EIFS. Vinyl and sheet aluminum are prohibited. The eave return cap shall be built of continuous, un-seamed metal flashing.
<b>Gutters &amp; Downspouts:</b>	Shall be copper, galvanized steel, or aluminum if exposed.
<b>Dormers:</b>	Shall never have siding as jamb material. Dormer jamb material should be a solid casing assembly from the window to the corner of the dormer wall. Brick shall only be used for a dormer face when it forms a parapet at the top of the dormer.

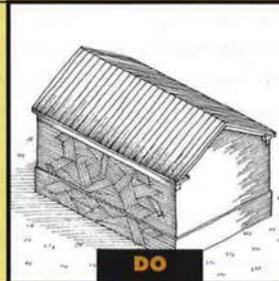
**b. Configurations**

<b>Principal Roofs:</b>	Where sloped, shall be a symmetrical gable or hip. Slope shall fall within a range of not more than 15%. Flat roofs shall be surrounded by a horizontal parapet wall no less than 30" higher than the highest point of the roof deck.
<b>Ancillary Roofs:</b>	Slopes shall be between 1/3 and 1/2 the primary roof slope.
<b>Gables:</b>	Shall not be overlapping except when the smaller gable is part of a balcony, porch, or entrance.
<b>Bay Roofs:</b>	Shall be distinct from the primary roof, and return on themselves at each end.
<b>Skylights:</b>	Shall be flat.
<b>Eaves:</b>	Shall be as continuous as possible, both horizontally and vertically. Exposed rafter tails shall not exceed 6" in height. The trim immediately below the cornice shall not be a crown mould. It shall be a bed mold or similar shape. Eaves shall return around the corner and die into the wall without the common "pork chop" return. Brackets shall extend to the fascia or slightly beyond. A frieze board shall occur below the eave.
<b>Gutters &amp; Downspouts:</b>	Shall be half-round or ogee shaped.
<b>Dormers:</b>	Shall have roof trim beginning at the window head and shall be composed of a head casing, soffit, and fascia at a minimum. Siding shall never be used above a window head except in the triangular space enclosed by the pediment of a gable-front dormer. The body of a single-window dormer shall be vertically proportioned or square. The total width of the dormer roof shall be 25% to 40% larger than the width of the dormer body.

**TABLE 21H • ARCHITECTURAL STANDARDS****ROOFS & EAVES****a. Eave Continuity**

⊗  
Erratic eaves are irrational.

⊗  
Simple, continuous eaves are understandable.



Eave lines shall be simple and continuous unless there is a logical reason for a break.

**b. Overlapping Gables**

⊗  
Improper.

⊗  
Arts & Crafts architecture is one of the very few appropriate locations for overlapping gables.

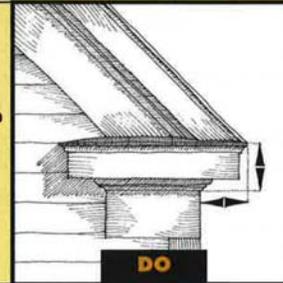


Overlapping gables should only be used when the smaller gable is part of a balcony, porch or entrance, or in the rare instances when they are appropriate to the style. For example, Arts & Crafts is one of the few styles where overlapping gables are appropriate.

**TABLE 21J • ARCHITECTURAL STANDARDS****ROOFS & EAVES****a. Eave Overhang & Enclosure**

☒  
**Large boxed ranch house overhangs.**

☒  
**Overhang should be determined by the style of the building.**

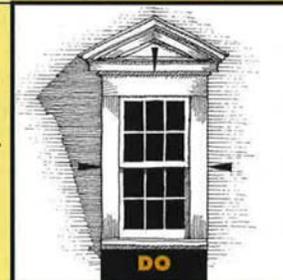


Eave overhangs shall be appropriate to the style of the building. Formal styles may have closed eaves if appropriate to the style of the building, but vernacular buildings should have open eaves. Exposed rafter tails shall not exceed 6" in height.

**b. Dormer Body Proportion**

☒  
**Body is too wide with boxy window proportion.**

☒  
**Vertically proportioned dormer and window.**



The body of a single-window dormer shall be vertically proportioned or square. Dormer windows shall be proportioned slightly shorter than typical windows in the floor below.

**TABLE 21K • ARCHITECTURAL STANDARDS****ATTACHMENTS****a. Materials**

<b>Columns &amp; Posts:</b>	Shall be made of wood, composite metal, native stone (or synthetic equivalent). Extruded aluminum is prohibited.
<b>Porch Beams:</b>	Shall be wood, fiber-cement, stone, concrete, stucco or EIFS. The grain or texture shall be horizontal.
<b>Porch Ceilings:</b>	Shall be wood, fiber-cement, or stucco.
<b>Balconies &amp; Railings:</b>	Shall be wood, fiber-cement, or metal. The railing material shall not be heavier in appearance than the primary element of the balcony.
<b>Chimneys:</b>	Shall be sheathed in brick, stone, or stucco when visible.
<b>Flues:</b>	Shall be clay tile or galvanized metal left natural, or painted black.
<b>Signs:</b>	Shall be wood, composite, or metal unless painted on the building wall or window.
<b>Awnings:</b>	Shall be non-translucent canvas on a light metal frame.

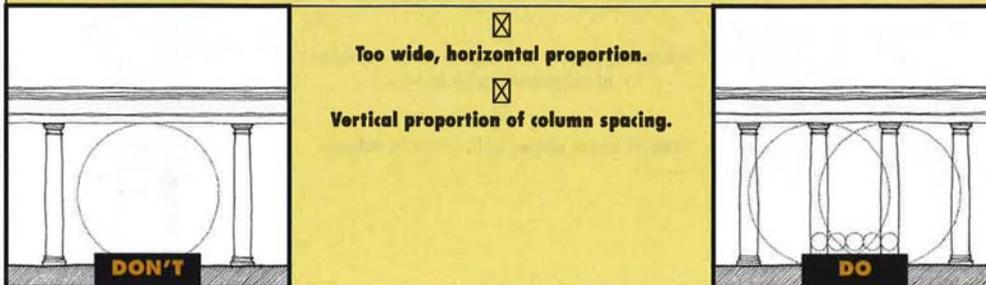
**b. Configurations**

<b>Intercolumniation:</b>	Shall be vertically proportioned.
<b>Posts:</b>	Shall be no less than 6" x 6" in cross section.
<b>Face of Column or Post:</b>	Shall align with the face of beam above.
<b>Column Base:</b>	Shall not protrude beyond the edge of the porch flooring. The outer edge of the base should align with the face of the pier or foundation below.
<b>Porch Beams:</b>	Shall be visible from both the inside and the outside of the porch. Seams between beam face and bottom of built-up beams shall occur beneath the beam.
<b>Balconies:</b>	Shall project no more than 3' from the face of the building and shall be visually support by brackets.
<b>Railings:</b>	Shall have both top and bottom rails, with bottom rails clearing the floor. Balusters shall be centered on the rails and spaced no more than 4" clear.
<b>Chimneys:</b>	Shall have a projecting cap, and extend to the ground if located on an outside wall.
<b>Attached Signs:</b>	Shall be one of the following: band sign, board sign, window sign, or painted wall sign. Attached signs shall be no more than 3' high and shall not be backlit or more than 12' above the sidewalk.
<b>Blade Signs:</b>	Shall be attached perpendicular to the façade. Blade signs may project up to 5' from the wall, and the top of the sign shall occur between 9' and 12' above the sidewalk. The blade sign shall not exceed 18" in height.
<b>Awnings:</b>	Shall be sloped rectangles without end panels or curved or sloped shapes with end panels.

## TABLE 21L • ARCHITECTURAL STANDARDS

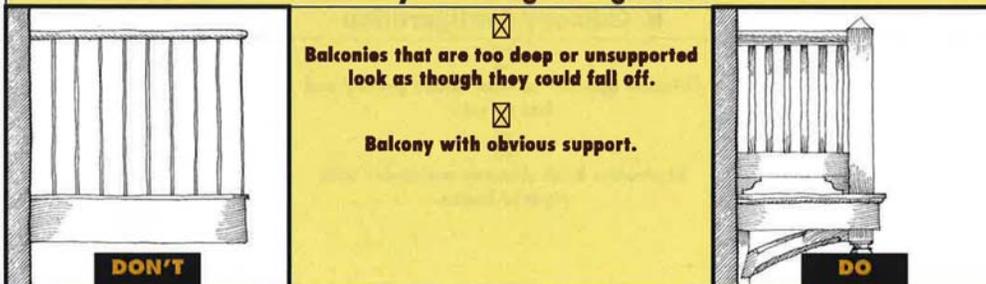
### ATTACHMENTS

#### a. Intercolumniation

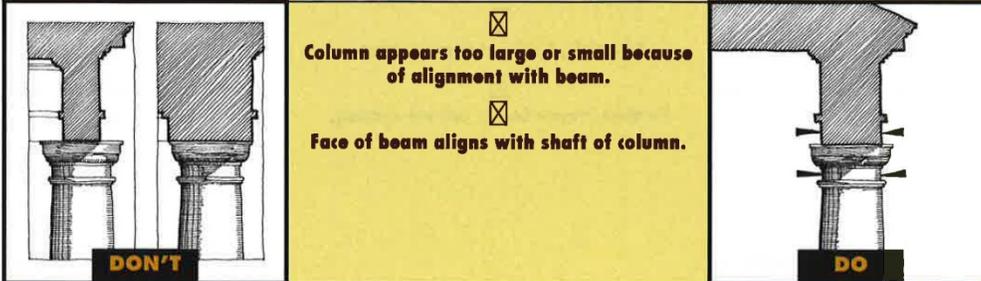


Eave lines should be simple and continuous unless there is a logical reason for a break.

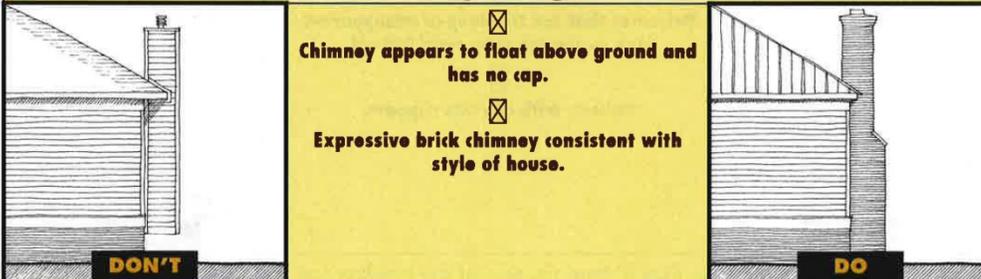
#### b. Balcony & Railing Configuration



Balconies shall project no more than 3' from the face of the building and shall be visually supported by brackets. Railings shall have both top & bottom rails, with bottom rails clearing the floor. Balusters shall be centered on the rails and spaced at no more than 4" apart from one another.

**TABLE 21M • ARCHITECTURAL STANDARDS****ATTACHMENTS****a. Column to Beam Alignment**

The face of the beam shall always align with the face of the top of the column. Renaissance architects put forth the idea that there were certain canonical ways of constructing the classical orders, and that there should be very little variation in their design. Later archaeology demonstrated the tremendous variety of the classical orders of antiquity, effectively dispelling this notion. The relationship of the column to the entablature, however, was an exception. It is nearly impossible to find examples of classical or even good vernacular architecture that violates this rule. Simply stated, the top of the column shaft should align flush with the face of beam or architrave above. Think of the simplest of columns and beams: if a 6" square wood post is used to support a 6" square wood beam, there is no doubt that the face of beam would be set flush with face of column. There is no reason to move the beam if trim is added to the column.

**b. Chimney Configuration**

Chimneys shall extend to the ground and have a projecting cap. Wood faced chimneys are prohibited.

d) Close Public Hearing

**Chairman Seiler closed the public hearing.**

e) Discussion

**Discussion took place**

f) Consider Action

**Vice Chair Stephenson moved to approve the zoning request with staff recommendations, Commissioner Allen seconded the motion. Motion passed unanimously.**

8. Zoning Case 13-Z-028: Hold a public hearing and consider action on the rezoning of several tracts of land located at 2680 CR 268, 17851 Ronald W. Reagan, generally located north of Hero Way, West of Ronald Reagan Blvd. & south of San Gabriel; Legal Description AW0125 Chambers, T. Sur. 197.55 acres more or less; WCAD Parcels #R098020, R031606, R473799, R473798, R473797, R333713, R031617, R031607. Currently, the property is zoned GC-3-C (General Commercial), Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural). The property is proposed to be zoned PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Blake J. Magee on behalf of Palmera Ridge Development, Inc. and MP52, LLC.

a) Staff Presentation

**Robin Griffin, Senior Planner, discussed request & surrounding land uses.**

b) Applicant Presentation

**Blake Magee was present for questions.**

c) Open Public Hearing

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

d) Close Public Hearing

**Chairman Seiler closed the public hearing.**

e) Discussion

**Discussion took place**

f) Consider Action

**Commissioner Wixson moved to approve the zoning request with staff recommendations with the correction to the recommendation to include SFL-2-A. Commissioner Saenz seconded the motion. Motion passed unanimously.**

9. Zoning Case 13-Z-027: Hold a public hearing and consider action on the rezoning of several tracts of land generally located to the Southwest of the intersection of San Gabriel Pkwy & US 183; 150.894 acres more or less; WCAD Parcels #R395875, R031699, R524552, and R525192. Currently, the property is zoned PUD (Planned Unit Development) and the applicant is proposing an amendment to the PUD, Leander, Williamson County, Texas. Applicant: Mark Baker on behalf of Sentinel Cotter Leander LLC.

a) Staff Presentation

**Robin Griffin, Senior Planner, discussed request & surrounding land uses.**

b) Applicant Presentation

**Mark Baker spoke on the purpose of the zoning.**

c) Open Public Hearing

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

d) Close Public Hearing

**Chairman Seiler closed the public hearing.**

e) Discussion

**Discussion took place**

f) Consider Action

**Commissioner Sokol moved to approve the zoning request with staff recommendations, Commissioner Allen seconded the motion. Motion passed unanimously.**

10. Subdivision Case 13-TOD-S2-PP-001: Hold a public hearing and consider action on the Oak Creek Preliminary Plat for 151.3 acres more or less; WCAD Parcels #R395875, R031699, R524552, and R525192; generally located to the Southwest of the intersection of San Gabriel Pkwy & US 183; Williamson County, Texas. Applicant/Agent: Jim Huffcutt, P.E. on behalf of Sentinel Cotter Leander LLC.

a) Staff Presentation

**Robin Griffin, Senior Planner, discussed request & surrounding land uses.**

b) Applicant Presentation

**Jim Huffcutt, P.E. was present for questions.**

c) Open Public Hearing

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

d) Close Public Hearing

**Chairman Seiler closed the public hearing.**

e) Discussion

**No discussion took place**

f) Consider Action

**Commissioner Wixson moved to approve the preliminary plat request with staff recommendation, Commissioner Allen seconded the motion. Motion passed unanimously.**



**Executive Summary**

**April 03, 2014**

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**Agenda Subject:** Zoning Case 13-Z-028: Hold a public hearing and consider action on the rezoning of several tracts of land located at 2680 CR 268, 17851 Ronald W. Reagan, generally located north of Hero Way, West of Ronald Reagan Blvd. & south of San Gabriel; Legal Description AW0125 Chambers, T. Sur. 197.55 acres more or less; WCAD Parcels #R098020, R031606, R473799, R473798, R473797, R333713, R031617, R031607. Currently, the property is zoned GC-3-C (General Commercial), Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural). The property is proposed to be zoned PUD (Planned Unit Development), Leander, Williamson County, Texas.

**Background:** This request is the second step in the rezoning process.

**Origination:** Applicant: Blake J. Magee on behalf of Palmera Ridge Development, Inc. and MP52, LLC.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of staff recommendations with the correction to the staff recommendation to include the SFL-2-A at the March 27, 2014.

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Proposed PUD
5. Letter of Intent
6. Ordinance
7. Minutes - Planning & Zoning Commission March 27, 2014

**Prepared By:** Tom Yantis, AICP  
Development Services Director

03/28/2014



## PLANNING ANALYSIS

### ZONING CASE 13-Z-028 PALMERA RIDGE PUD

#### GENERAL INFORMATION

- Owner:** Palmer Ridge Development, Inc. and MP52, LLC
- Current Zoning:** Interim SFR-1-B (Single-Family Rural)  
Interim SFS-2-B (Single-Family Suburban)  
GC-3-C (General Commercial).
- Proposed Zoning:** PUD (Planned Unit Development)
- Size and Location:** The property includes 2680 CR 268 and 17851 Ronald W. Reagan Blvd, and is generally located north of Hero Way, West of Ronald W. Reagan Blvd. & south of San Gabriel. The property is approximately 197.55 acres in size.
- Staff Contact:** Robin M. Griffin, AICP  
Senior Planner

#### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	OCL	Undeveloped Properties in the ETJ
EAST	SFR-2-B Interim SFS-2-B	Single-Family Neighborhood under construction Established Single-Family Homes
SOUTH	OCL	Established Single-Family Homes & Undeveloped Properties
WEST	OCL	Established Single-Family Homes & Undeveloped Properties

## COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

### USE COMPONENTS:

#### **PUD – PLANNED UNIT DEVELOPMENT:**

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

## COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.
- Establish high standards for development.

## ANALYSIS:

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for the development of a mixed residential community that includes multi-family and commercial development located along Ronald W. Reagan Blvd. The majority of this property is currently subject to a voluntary annexation. This process will run concurrently with the rezoning request. The proposal includes residential lot widths ranging from as narrow as forty (40') feet to over seventy (70') feet wide. The applicant has incorporated the mixture of residential districts in a well integrated neighborhood plan providing a variety of lot sizes within the same neighborhood.

The PUD proposal includes two categories of land use: Mixed Use and Single Family. The Mixed Use category permits the development of uses listed in the MF-2-B (Multi-Family) and GC-3-C (General Commercial) zoning districts. The development agreement approved by the City Council limits the size of the mixed use area to fifteen acres, but not less than eleven acres.

The proposed MF-2-B district would permit a density of 18 units per acre and require that 35% of the units have garages. The Type B architectural component requires that 85% of the first story walls are masonry and the 50% of the overall structure is masonry. The proposed GC-3-C is consistent with the current commercial zoning on the property. The proposed Type 3 site

component associated with the GC use component permits the use of the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings. Permitted outdoor uses include:

- Outdoor Display (limited 30% of the gross floor area of the primary structure)
- Outdoor Storage (limited 20% of the gross floor area of the primary structure)
- Outdoor Fuel Sales
- Overhead Commercial Doors
- Drive-Through Lanes (also permitted in Type 2)

The Type C architectural component requires that 60% of the street facing walls are masonry and the 35% of the overall structure is masonry.

The table below identifies the proposed residential zoning districts, lot sizes, and allowed percent for the residential portion of this project. The primary difference between the proposed lot size is the SFL-2-A district. The ordinance currently requires the lot width to be 41 feet and the minimum lot size to be 4100 square feet. The approved development agreement limits the overall density of the residential portion of this project to 600 units.

Use	Lot Width	Minimum Lot Area	Living Area SF	Total Lots	Allowed Percent
<b>SINGLE-FAMILY</b>					
Single-Family Limited (SFL-2-A)	40'	3500*	1000	46	8% max
Single-Family Compact (SFC-2-A)	50'	5500	1100	229	38% max
Single-Family Urban (SFU-2-A)	60'	7200	1200	200	33% min
Single Family Suburban (SFS-2-A)	70'	9000	1500	125	21% min

\* Proposed SFL-2-A maybe developed under a site plan, in which case lot area would be building area.

Proposed Variations from the Composite Zoning Ordinance and/or Subdivision Ordinance:

1. Development of a single tier of lots adjacent to the collector roads. Currently, the Subdivision Ordinance requires that all residential blocks are designed to accommodate two tiers of lots.
2. Removal of the required vehicular connection to the west.
3. Lots that are developed with the SFL use component will not be required to have frontage on a street with ROW of 56 feet or greater and a pavements width of 36 feet or greater unless access to garages are from an alley.

Additional Standards Not Required by the Composite Zoning Ordinance:

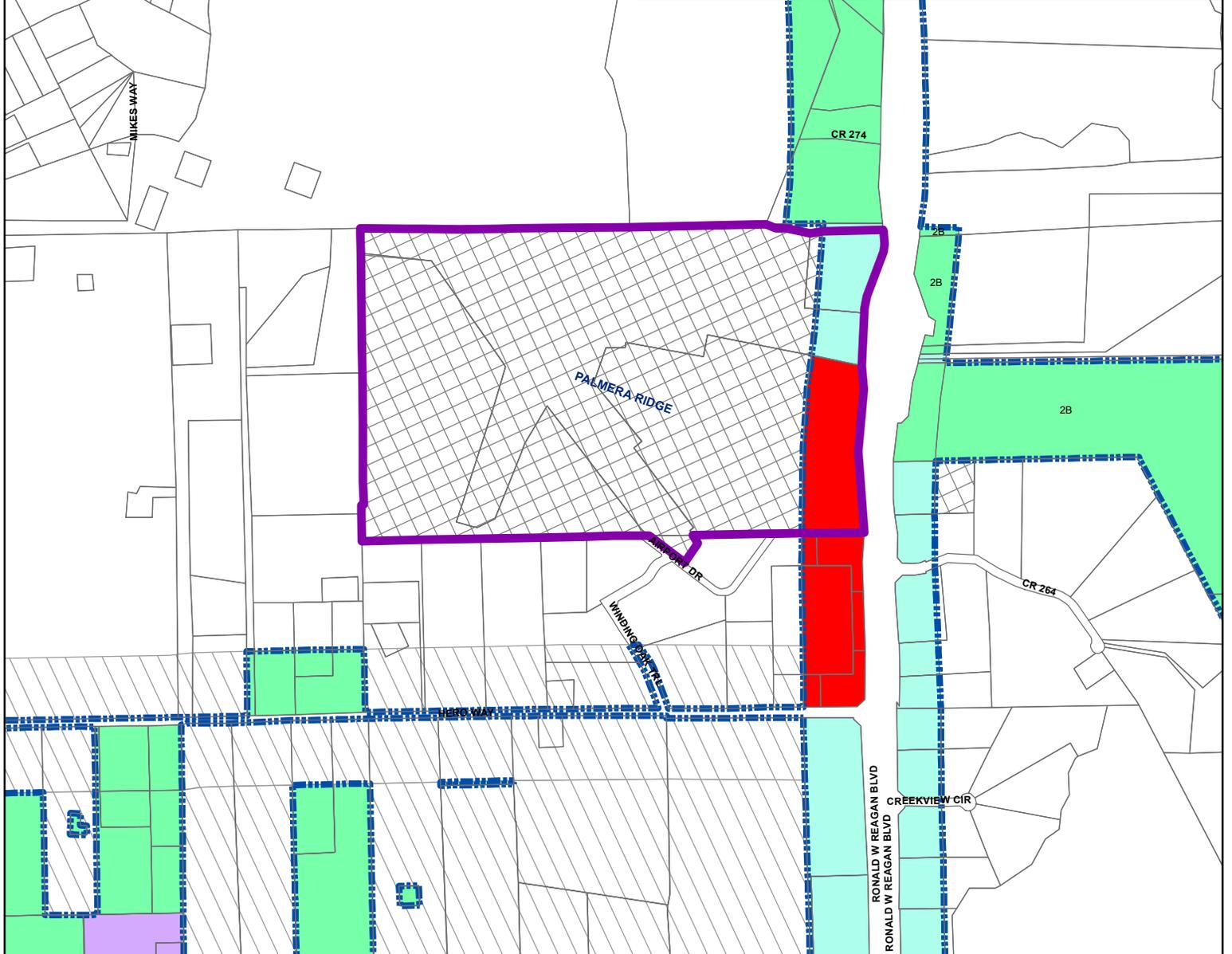
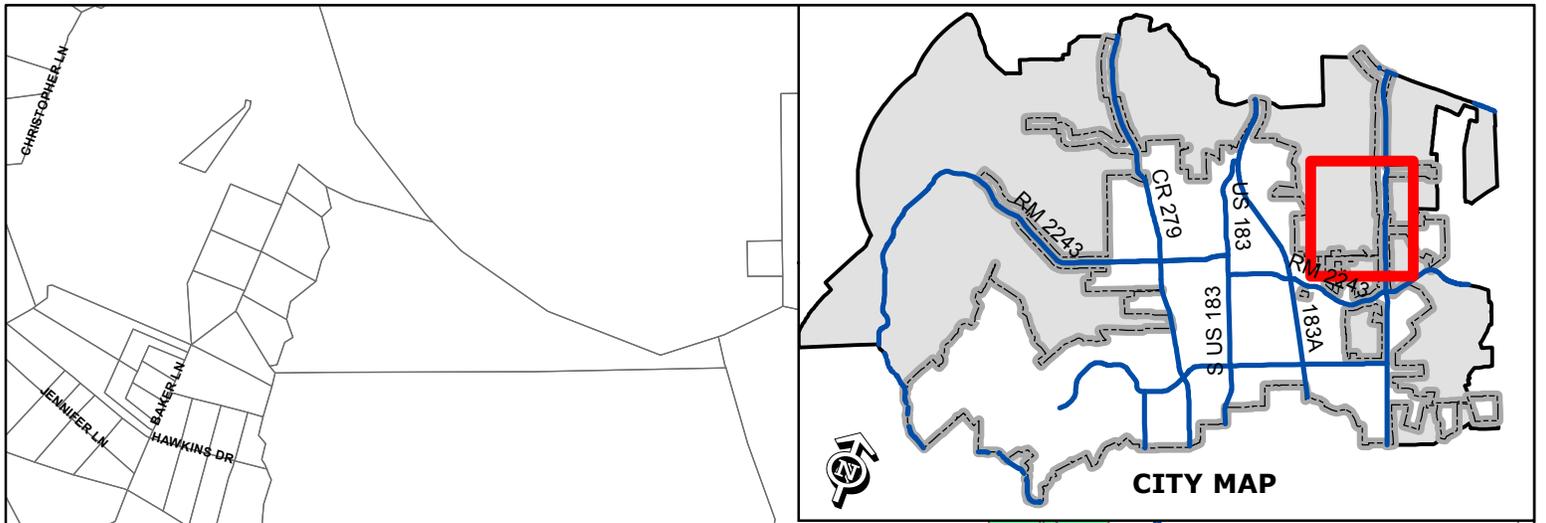
1. Construction of a six (6') foot decorative wall along the collector streets of the project.
2. Construction of a native landscaping in the wet pond at the entry of the subdivision off of Ronald W. Reagan Blvd.
3. Use of the Type A architectural component on the residential portion of the project. All street facing sides of the homes backing up to or siding on the collector roads will be 100% masonry.

**STAFF RECOMMENDATION:**

Staff recommends approval of the requested PUD with the following conditions:

1. The proposed base zoning district for the mixed use category is changes from the GC-3-C to GC-3-B.
2. The street connection to the west is provided.
3. All lots that are proposed to front on the street to the west of the SFL-2-A lot (currently called Blue Lagoon on the Concept Plan) shall have garage access from a rear alley.

The proposed PUD promotes more flexibility with the location of the single-family districts and incorporates a mixture of multi-family and commercial uses along Ronald W. Reagan Blvd. This application effectively utilizes composite zoning to incorporate a variety of land uses while maintaining high form standards. The requested PUD meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.



**ZONING CASE 13-Z-028**

**Attachment #2**

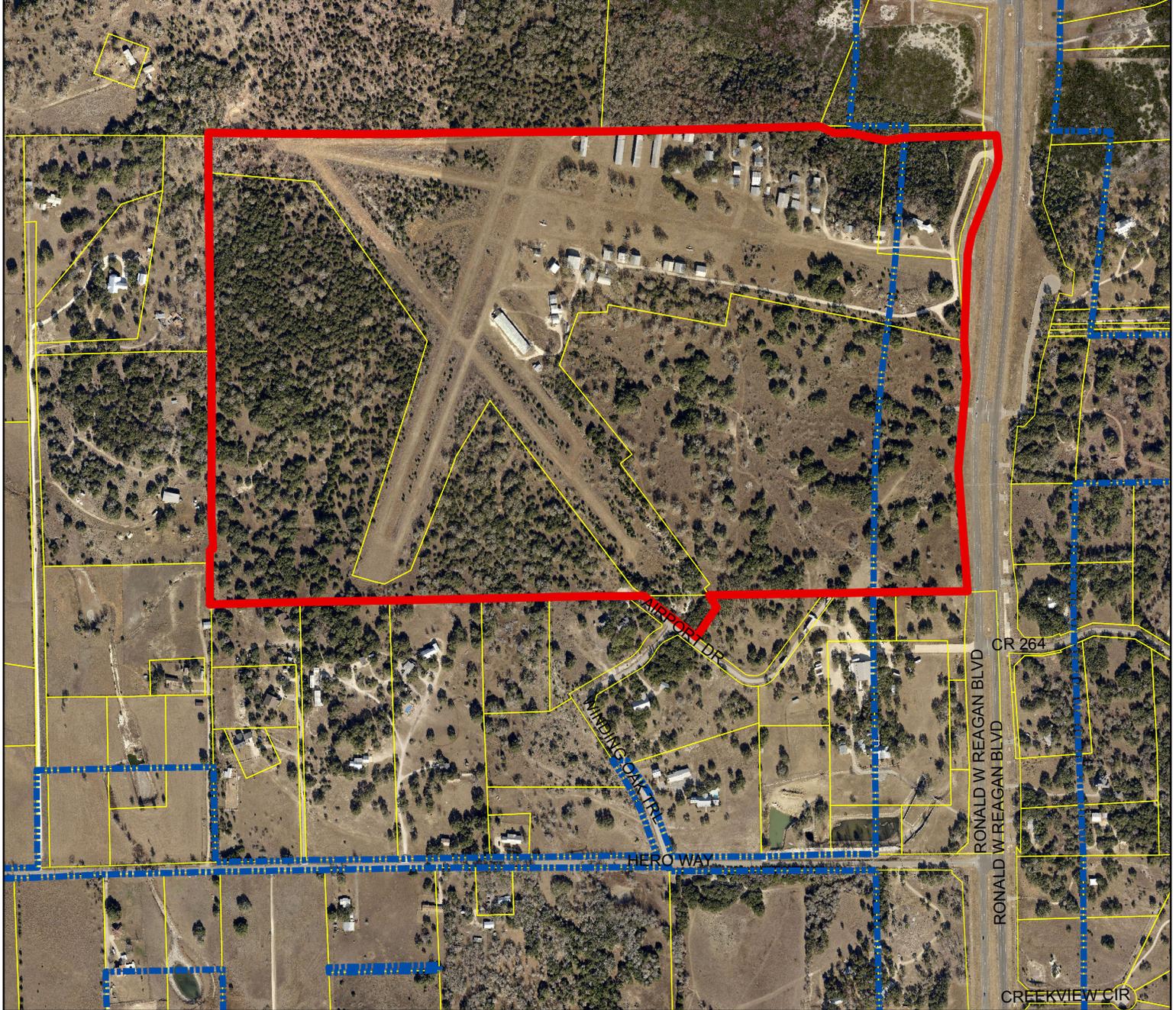
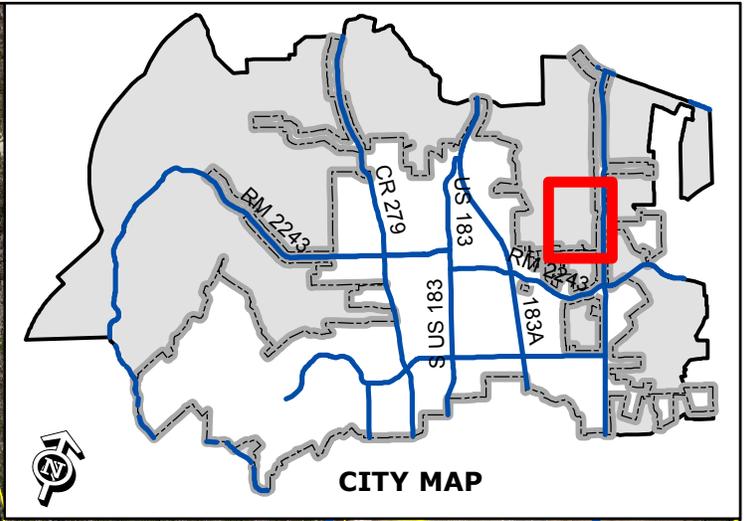
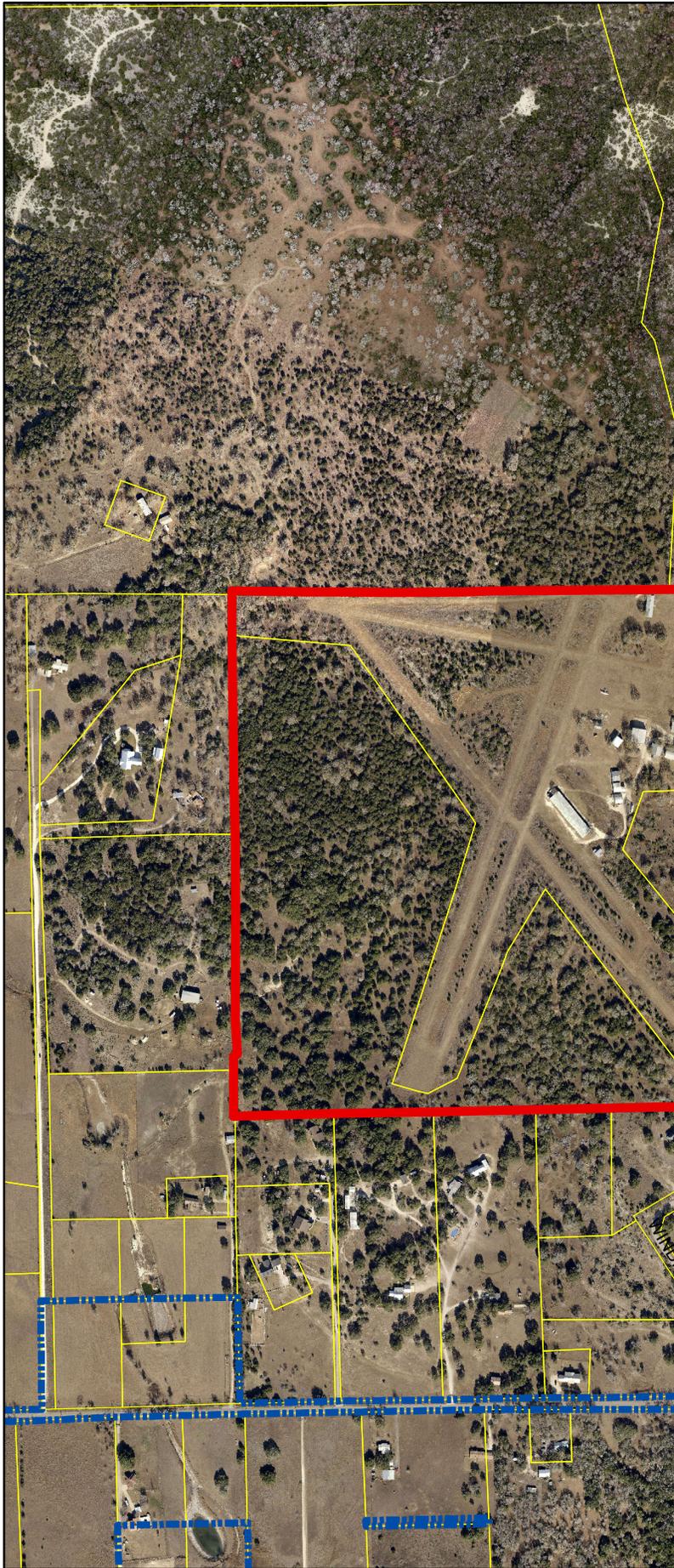
Current Zoning Map  
Palmera Ridge PUD



-  Subject Property
-  City Limits
-  Future Annexation Per DA
-  Involuntary Annexation
-  Voluntary Annexation

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

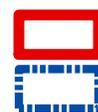




### ZONING CASE 13-Z-028 Attachment #3

Aerial Exhibit - Approximate Boundaries  
Palmera Ridge PUD

0 200  
Feet



Subject Property

City Limits

**Table A: Mixed Use**

Zoning Category - City of Leander for Commercial/Attached Residential 15 Acres	Zoning Category	Acres	% of Total
General Commercial	GC-3-C	15	0-100%
Multi Family	MF-2-B		0-100%
(Uses can be either all or a combination of both uses)			
<b>Total</b>		<b>15</b>	

**Table B: Single Family**

Zoning Category - City of Leander for Single Family - 182 Acres	Zoning Category	Lot Width	Minimum Lot Size	Living Area SF	Total Lots	% of Total	Min/Max %
Single Family Limited	SFL-2-A	40	3500	1000	46	8%	max
Single Family Compact	SFC-2-A	50	5500	1100	229	38%	max
Single Family Urban	SFU-2-A	60	7200	1200	200	33%	min
Single Family Suburban	SFS-2-A	70	9000	1500	125	21%	min
<b>Total</b>					<b>600</b>	<b>100%</b>	

- NOTES:**
- The base zoning district for the project shall be all Zoning Categories listed to the left in Table A and Table B (gathered from the City of Leander Composite Zoning Ordinance). The standards of the Composite Zoning Ordinance will apply unless otherwise described in the following notes;
  - PUD area = 197.55 acres
  - Lot width distribution shall be in accordance with Table B, this sheet.
  - This will be a single family residential, commercial, and multi-family development.
  - Greenbelts and Parks will be provided in accordance with the approved concept plan.
  - Parkland dedication for the development was satisfied through a Development Agreement between Palmera Ridge Development, Inc. and the City of Leander, Texas.
  - The development will contain a minimum of 20 acres parkland, amenity center, and natural open space.
  - A 6' decorative rock wall will be built along either side of all collector streets within a 25' landscaped parkway.
  - Over 1 mile of pedestrian trails will be built within the development.
  - A native landscaped wet pond will be constructed at the main entry off of Ronald Reagan Blvd.
  - All single family homes will be constructed to "Type A" Architectural Standards as defined by the City of Leander.
  - No homes will front on the collector road and all street facing sides of the homes backing or siding on the collector roads will be 100% masonry.
  - A Single Tier of lots will be allowed along all collector streets identified on the PUD Land Use Plan.
  - No Vehicular connection is required to be provided along the western property boundary to any adjacent bordering parcel of land.
  - The development agreement between the City of Leander and Palmera Ridge Development, Inc. regarding the Development applies to this PUD.
  - Lots that are developed as SFL and have frontage on a street are not required to have a ROW of 56' or greater and pavement width of 36' or greater. A standard ROW of 50' with a pavement width of 25' will be acceptable for frontage on SFL lots.

**Legend:**  
 TRAIL





December 16, 2013

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

RE: Palmera Ridge PUD Zoning Application

Dear Ms. Griffin,

Please accept this letter as our "Letter of Intent" for a mixed use/master planned development on the referenced property, as required by the City of Leander's PUD Zoning Application ("PUD"). The project, as described by the in the application, is approximately 197 acres of land, located at 17851 Ronald Reagan Boulevard.

Palmera Ridge encompasses 197.55 acres of land with a master plan comprising a maximum of 600 single family lots, a maximum of 15 acres of mixed use area (Commercial and or Multi Family uses) and more than 20 acres of parkland and natural open spaces. On December 5, 2013, the City Council approved a Development Agreement and Concept plan for Palmera Ridge ("Project"). The proposed PUD Zoning request is consistent with the attached Land Use Chart (Exhibit "F" to the Development Agreement).

The PUD zoning will allow Palmera Ridge the flexibility to utilize a combination of single family zoning categories contained within the City of Leander's Composite Zoning Ordinance and allow for a mixed uses (either commercial or multi- family) along the acreage located on the Ronald Reagan Boulevard frontage of the Project.

A brief summary of the Project attributes are as follows:

- Master Plan comprising a true mixed use project utilizing four different lot project types, commercial and or multi -family uses, parkland and natural open spaces.
- Over 20 acre of parkland and natural open spaces which are located and designed to preserve areas containing significant masses of hardwood trees on the Project.
- Over 1 mile of trails will be built within the project to connect each of the neighborhood sections to the parks, amenity center, open spaces and mixed use tracts. The proposed trails are built as a project amenity and required by the City's trail master plan.

- A private amenity center will be built alongside a Wet Pond on over 9 acres of land located at the entry to the project. The Amenity center will include a pool, playscape, pavilion and bathrooms with a budget in excess of \$1,000,000.
- A wet pond is visually more appealing than a dry pond and provides the required detention and water quality for the Project. The Wet pond will include a spray aerator system.
- All Single Family Homes will be constructed to architectural standards consistent with the City's Type "A" requirements.
- The Mixed Use area along Ronald Reagan Boulevard will allow for a combination of either commercial or multifamily uses. The mixed use area has been integrated into the overall plan as the south tract is immediately adjacent to the amenity site and wet pond in Section 1 and the north tract will share a rear access common private drive accessing the single family cluster product.
- A divided boulevard will be constructed from Ronald Reagan Boulevard into the single family area of the Project with beautiful landscaping and entryway monuments identifying the Palmera Ridge community on Ronald Reagan Boulevard.
- Over 1 mile of internal collector roads will be built within the Project and is planned to connect to San Gabriel Parkway thru a neighboring property.
- A rock wall system (similar to our walls in Parkside at Mayfield Ranch or Paloma Lake) will be constructed within a 25' landscaped parkway along either side of the collector roads. No homes will front on the collector road and all street facing sides of the homes backing or siding on the collector roads will be 100% masonry.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Blake J. Magee', with a long horizontal line extending to the right.

Blake J. Magee,  
President  
Palmera Ridge Development, Inc.

cc: Amy Lynn Payne – Blake Magee Company  
Brent Jones – Randall Jones Engineering

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM GC-3-C (GENERAL COMMERCIAL), INTERIMS SFS-2-B (SINGLE-FAMILY SUBURBAN), AND INTERIM SFR-1-B (SINGLE-FAMILY RURAL) PUD (PLANNED UNIT DEVELOPMENT); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Applicability.** This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 197.55 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", generally located on the north of Hero Way, west of Ronald W. Reagan Blvd, and south of San Gabriel Pkwy; legally described as Part of Lot 7, Kittie Hill Acres and 195.649 acres more or less out of the T. Chambers Survey, more particularly described in Document Numbers 2013115345 and 2014001362, Official Public Records of Williamson County, Texas, and identified by tax identification numbers R098020, R031606, R473799, R473798, R473797, R333713, R031617, and R031607.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from GC-3-C (General Commercial), Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to PUD (Planned Unit Development) known as the Palmera Ridge PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibit "B", which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not

amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

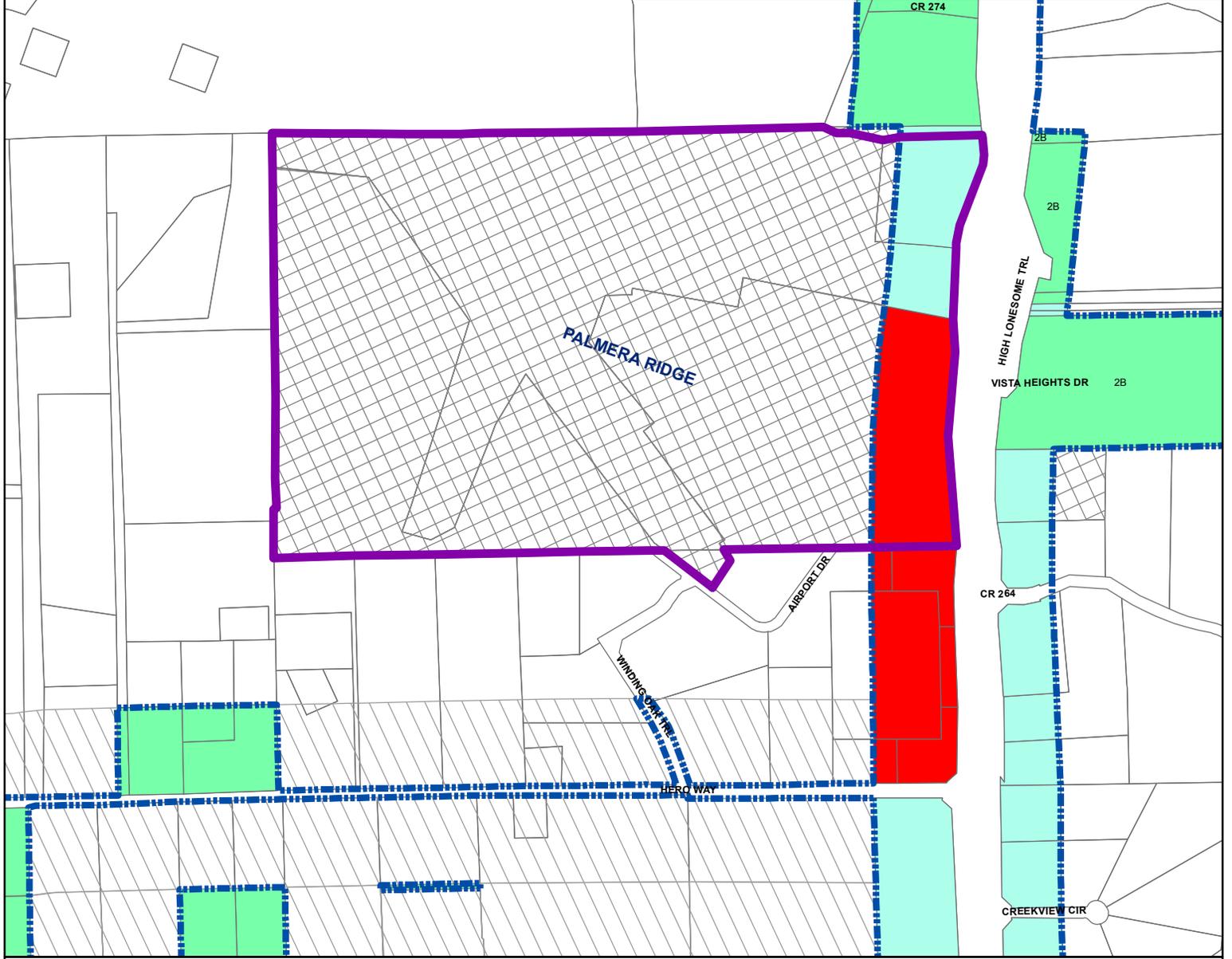
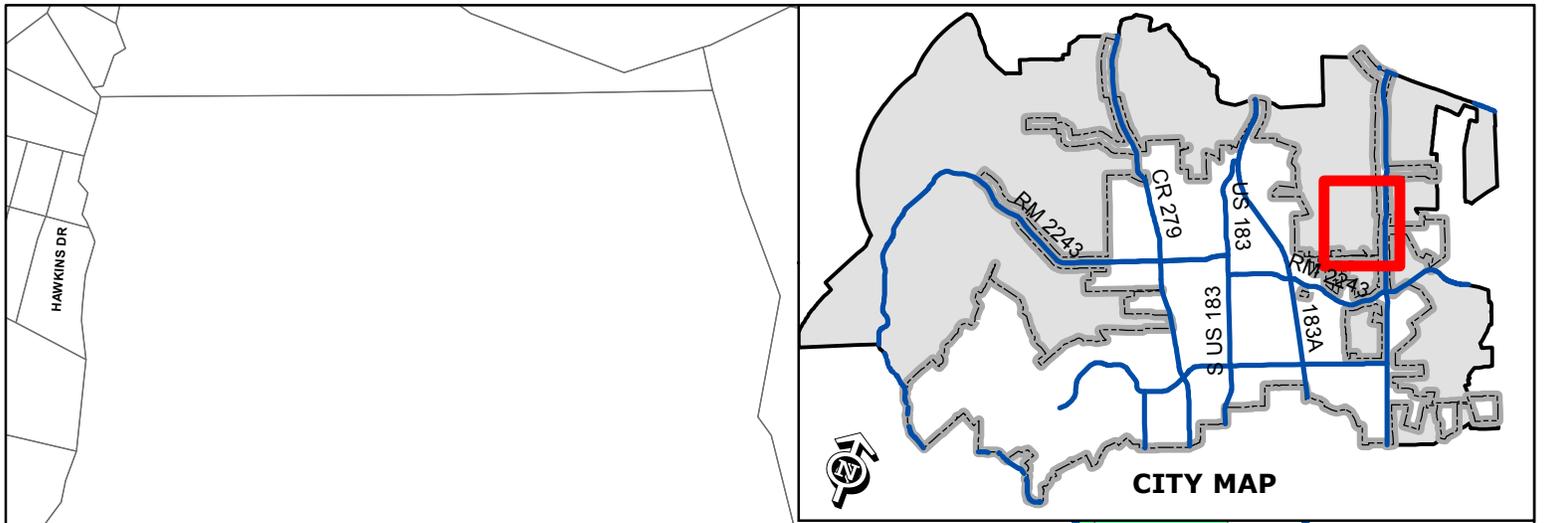
**PASSED AND APPROVED** on First Reading this the 3<sup>rd</sup> day of April, 2014.  
**FINALLY PASSED AND APPROVED** on this the 17<sup>th</sup> day of April, 2014.

**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Christopher Fielder, Mayor

\_\_\_\_\_  
Debbie Haile, City Secretary



**EXHIBIT A**

---

**Zoning Case**  
**13-Z-028**  
 Palmera Ridge PUD



- |                          |     |        |     |
|--------------------------|-----|--------|-----|
| Subject Property         | SFR | SFT    | GC  |
| City Limits              | SFE | SFU/MH | HC  |
| Future Annexation Per DA | SFS | TF     | HI  |
| Involuntary Annexation   | SFU | MF     | PUD |
| Voluntary Annexation     | SFC | LO     |     |
|                          | SFL | LC     |     |
- 0 200  
Feet

**Table A: Mixed Use**

Zoning Category - City of Leander for Commercial/Attached Residential 15 Acres	Zoning Category	Acres	% of Total
General Commercial	GC-3-C	15	0-100%
Multi Family	MF-2-B		0-100%
(Uses can be either all or a combination of both uses)			
<b>Total</b>		<b>15</b>	

**Table B: Single Family**

Zoning Category - City of Leander for Single Family - 182 Acres	Zoning Category	Lot Width	Minimum Lot Size	Living Area SF	Total Lots	% of Total	Min/Max %
Single Family Limited	SFL-2-A	40	3500	1000	46	8%	max
Single Family Compact	SFC-2-A	50	5500	1100	229	38%	max
Single Family Urban	SFU-2-A	60	7200	1200	200	33%	min
Single Family Suburban	SFS-2-A	70	9000	1500	125	21%	min
<b>Total</b>					<b>600</b>	<b>100%</b>	

- NOTES:**
- The base zoning district for the project shall be all Zoning Categories listed to the left in Table A and Table B (gathered from the City of Leander Composite Zoning Ordinance). The standards of the Composite Zoning Ordinance will apply unless otherwise described in the following notes;
  - PUD area = 197.55 acres
  - Lot width distribution shall be in accordance with Table B, this sheet.
  - This will be a single family residential, commercial, and multi-family development.
  - Greenbelts and Parks will be provided in accordance with the approved concept plan.
  - Parkland dedication for the development was satisfied through a Development Agreement between Palmera Ridge Development, Inc. and the City of Leander, Texas.
  - The development will contain a minimum of 20 acres parkland, amenity center, and natural open space.
  - A 6' decorative rock wall will be built along either side of all collector streets within a 25' landscaped parkway.
  - Over 1 mile of pedestrian trails will be built within the development.
  - A native landscaped wet pond will be constructed at the main entry off of Ronald Reagan Blvd.
  - All single family homes will be constructed to "Type A" Architectural Standards as defined by the City of Leander.
  - No homes will front on the collector road and all street facing sides of the homes backing or siding on the collector roads will be 100% masonry.
  - A Single Tier of lots will be allowed along all collector streets identified on the PUD Land Use Plan.
  - No Vehicular connection is required to be provided along the western property boundary to any adjacent bordering parcel of land.
  - The development agreement between the City of Leander and Palmera Ridge Development, Inc. regarding the Development applies to this PUD.
  - Lots that are developed as SFL and have frontage on a street are not required to have a ROW of 56' or greater and pavement width of 36' or greater. A standard ROW of 50' with a pavement width of 25' will be acceptable for frontage on SFL lots.

**Legend:**  
 TRAIL



**Exhibit B: Palmera Ridge Conceptual Site Layout and Land Use Plan**

March 26, 2014

Hanna & Magee, L.P.

Scale: 1" = 150'



PHARIS DESIGN  
 PLANNING / LANDSCAPE ARCHITECTURE

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

d) Close Public Hearing

**Chairman Seiler closed the public hearing.**

e) Discussion

**Discussion took place**

f) Consider Action

**Vice Chair Stephenson moved to approve the zoning request with staff recommendations, Commissioner Allen seconded the motion. Motion passed unanimously.**

8. **Zoning Case 13-Z-028:** Hold a public hearing and consider action on the rezoning of several tracts of land located at 2680 CR 268, 17851 Ronald W. Reagan, generally located north of Hero Way, West of Ronald Reagan Blvd. & south of San Gabriel; Legal Description AW0125 Chambers, T. Sur. 197.55 acres more or less; WCAD Parcels #R098020, R031606, R473799, R473798, R473797, R333713, R031617, R031607. Currently, the property is zoned GC-3-C (General Commercial), Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural). The property is proposed to be zoned PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Blake J. Magee on behalf of Palmera Ridge Development, Inc. and MP52, LLC.

a) Staff Presentation

**Robin Griffin, Senior Planner, discussed request & surrounding land uses.**

b) Applicant Presentation

**Blake Magee was present for questions.**

c) Open Public Hearing

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

d) Close Public Hearing

**Chairman Seiler closed the public hearing.**

e) Discussion

**Discussion took place**

f) Consider Action

**Commissioner Wixson moved to approve the zoning request with staff recommendations with the correction to the recommendation to include SFL-2-A. Commissioner Saenz seconded the motion. Motion passed unanimously.**

9. Zoning Case 13-Z-027: Hold a public hearing and consider action on the rezoning of several tracts of land generally located to the Southwest of the intersection of San Gabriel Pkwy & US 183; 150.894 acres more or less; WCAD Parcels #R395875, R031699, R524552, and R525192. Currently, the property is zoned PUD (Planned Unit Development) and the applicant is proposing an amendment to the PUD, Leander, Williamson County, Texas. Applicant: Mark Baker on behalf of Sentinel Cotter Leander LLC.



**Executive Summary**

**April 03, 2014**

---

**Agenda Subject:** Zoning Case #14-Z-005: Hold a public hearing and consider action on the rezoning of a tract of land located at 1001 Horizon Park Blvd; 5.69 acres more or less; WCAD Parcel #R036572. Currently, the property is zoned SFU/MH-2-B (Single-Family Urban / Manufactured Home). The property is proposed to be zoned TF-2-B (Two-Family), Leander, Williamson County, Texas.

**Background:** This request is the second step in the rezoning process.

**Origination:** Applicant: Michael and Theresa Kopecky on behalf of Willie and Sue A. Kopecky.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request at the March 27, 2014 meeting.

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Letter of Intent
5. Ordinance
6. Minutes - Planning & Zoning Commission March 27, 2014

**Prepared By:** Tom Yantis, AICP  
Development Services Director

03/28/2014



## PLANNING ANALYSIS

ZONING CASE 14-Z-005  
Texas Village

### GENERAL INFORMATION

**Owner:** Willie and Sue A. Kopecky.

**Current Zoning:** SFU/MH-2-B (Single-Family Urban/Manufactured Home)

**Proposed Zoning:** TF-2-B (Two-Family)

**Size and Location:** The property is at 1001 Horizon Park Blvd and is approximately 5.77 acres in size.

**Staff Contact:** Martin Siwek, GISP  
Planner

### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU/MH-2-B	Developed Single Family Home
EAST	SFU-2-B	Developed Single Family Homes: Oak Ridge Sec. 2
SOUTH	SFU/MH-2-B	Developed Single Family Home
WEST	HC-4-D	Developed Commercial Property

<b>COMPOSITE ZONING ORDINANCE INTENT STATEMENTS</b>
---

**USE COMPONENTS:****TF – TWO-FAMILY:**

*Features:* 9,000 sq. ft. lot min.; 1,200 sq. ft. for s.f. home, 900 sq. ft. per unit for 2 - family.

*Intent:* Development of two-family dwelling structures on intermediate sized lots and for other uses that are compatible and complimentary to intermediate sized lots and two-family dwellings. Such components are generally intended to provide an orderly transition and serve as a buffer between larger lot neighborhoods and more intensive uses and to create more variety in housing opportunities and in the fabric of the neighborhoods. The goal is to avoid more than ten acres of contiguous land having a two-family component. This component should include or be located within six hundred feet of parkland or other recreational open space. To avoid street congestion due to additional on-street parking, access to lots shall be provided by a street with a ROW of fifty-six (56) feet or greater and a pavement width of thirty-six (36) feet or greater unless lots average at least one hundred feet in width or unless garage access is from an alley.

**SITE COMPONENT:****TYPE 2:**

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

*Intent:*

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

**ARCHITECTURAL COMPONENTS:****TYPE B**

*Features:* 85% masonry 1<sup>st</sup> floor, 50% overall; 4 or more architectural features.

*Intent:*

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

- (4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

#### **COMPREHENSIVE PLAN STATEMENTS:**

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Plan for future development that is compatible with existing residential neighborhoods.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.

#### **ANALYSIS:**

The property is presently zoned SFU/MH-2-B (Single-Family/Manufactured Home) district, and the applicant is requesting to rezone the property to TF-2-B (Two-Family) district. Immediately north of this property is a SFU/MH-2-B district with a developed single family home, and the property to the east is zoned as SFU-2-B (Single-Family Urban) district and is the developed Oak Ridge Section 2 residential subdivision. The southern property is zoned SFU/MH-2-B (Single Family Urban / Manufactured Home), and is developed with a single family home. The property to the west is zoned HC-4-D (Heavy Commercial) and is a developed commercial property.

The intent of the TF use component is to serve as a buffer between larger lot subdivisions and more intensive land uses. The goal is to create more variety in housing, while seeking to avoid creating a zoning district including TF use component larger than 10 acres. Additionally, access to TF-2-B zoned property should be provided by a street with a ROW dedication of 56 feet or greater, and 36 six feet of pavement. The intent statement goes on to note that the TF-2-B district should be within 600 feet of park or other recreation open space. The TF use component requires a minimum of one enclosed garage parking space and two additional off street parking spaces.

#### **STAFF RECOMMENDATION:**

The applicant's request meets several of the intent statements for the TF-2-B district. It would provide a buffer between existing single family developments to the east and buffer more intensive commercial developments immediately to the west. The property is approximately five and three quarter acres, and avoids forming a 10 acre contiguous tract of TF-2-B zoning. Additionally, staff anticipates at the time of development that the applicant's request to the TF-2-

B district will meet the remaining intent statements regarding the TF-2-B project be located on a street with 36 feet of pavement, and located within 600 feet of a park or open recreation space. The intent statement grants an exception to the 36 feet of pavement requirement, if the minimum lot widths are set at 100 feet or if garage access is from an alley. The Staff recommends approval of this request, as the proposed request does satisfy the majority of the intent statements outlined in the composite zoning ordinance.



## PLANNING ANALYSIS

ZONING CASE 14-Z-005  
Texas Village

### GENERAL INFORMATION

**Owner:** Willie and Sue A. Kopecky.

**Current Zoning:** SFU/MH-2-B (Single-Family Urban/Manufactured Home)

**Proposed Zoning:** TF-2-B (Two-Family)

**Size and Location:** The property is at 1001 Horizon Park Blvd and is approximately 5.77 acres in size.

**Staff Contact:** Martin Siwek, GISP  
Planner

### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU/MH-2-B	Developed Single Family Home
EAST	SFU-2-B	Developed Single Family Homes: Oak Ridge Sec. 2
SOUTH	SFU/MH-2-B	Developed Single Family Home
WEST	HC-4-D	Developed Commercial Property

<b>COMPOSITE ZONING ORDINANCE INTENT STATEMENTS</b>
---

**USE COMPONENTS:****TF – TWO-FAMILY:**

*Features:* 9,000 sq. ft. lot min.; 1,200 sq. ft. for s.f. home, 900 sq. ft. per unit for 2 - family.

*Intent:* Development of two-family dwelling structures on intermediate sized lots and for other uses that are compatible and complimentary to intermediate sized lots and two-family dwellings. Such components are generally intended to provide an orderly transition and serve as a buffer between larger lot neighborhoods and more intensive uses and to create more variety in housing opportunities and in the fabric of the neighborhoods. The goal is to avoid more than ten acres of contiguous land having a two-family component. This component should include or be located within six hundred feet of parkland or other recreational open space. To avoid street congestion due to additional on-street parking, access to lots shall be provided by a street with a ROW of fifty-six (56) feet or greater and a pavement width of thirty-six (36) feet or greater unless lots average at least one hundred feet in width or unless garage access is from an alley.

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

*Intent:*

- (1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
- (2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
- (3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
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**ARCHITECTURAL COMPONENTS:****TYPE B**

*Features:* 85% masonry 1<sup>st</sup> floor, 50% overall; 4 or more architectural features.

*Intent:*

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

- (4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

#### **COMPREHENSIVE PLAN STATEMENTS:**

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Plan for future development that is compatible with existing residential neighborhoods.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.

#### **ANALYSIS:**

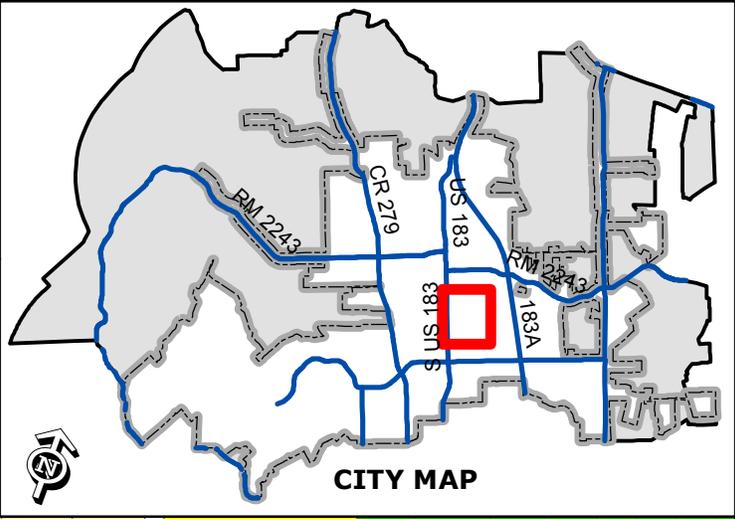
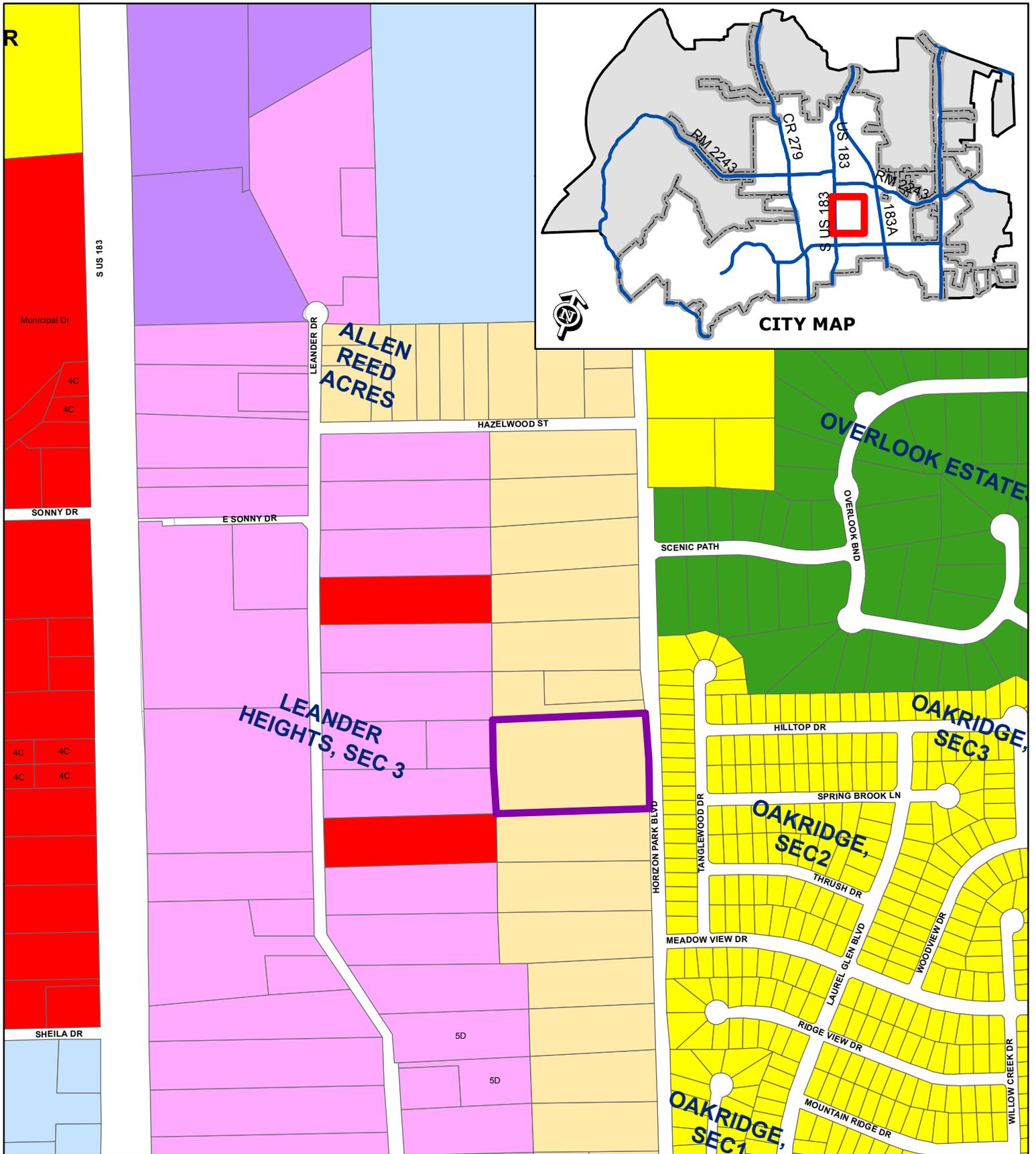
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#### **STAFF RECOMMENDATION:**

The applicant's request meets several of the intent statements for the TF-2-B district. It would provide a buffer between existing single family developments to the east and buffer more intensive commercial developments immediately to the west. The property is approximately five and three quarter acres, and avoids forming a 10 acre contiguous tract of TF-2-B zoning. Additionally, staff anticipates at the time of development that the applicant's request to the TF-2-

B district will meet the remaining intent statements regarding the TF-2-B project be located on a street with 36 feet of pavement, and located within 600 feet of a park or open recreation space. The intent statement grants an exception to the 36 feet of pavement requirement, if the minimum lot widths are set at 100 feet or if garage access is from an alley. The Staff recommends approval of this request, as the proposed request does satisfy the majority of the intent statements outlined in the composite zoning ordinance.



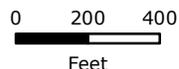
# ZONING CASE 14-Z-005

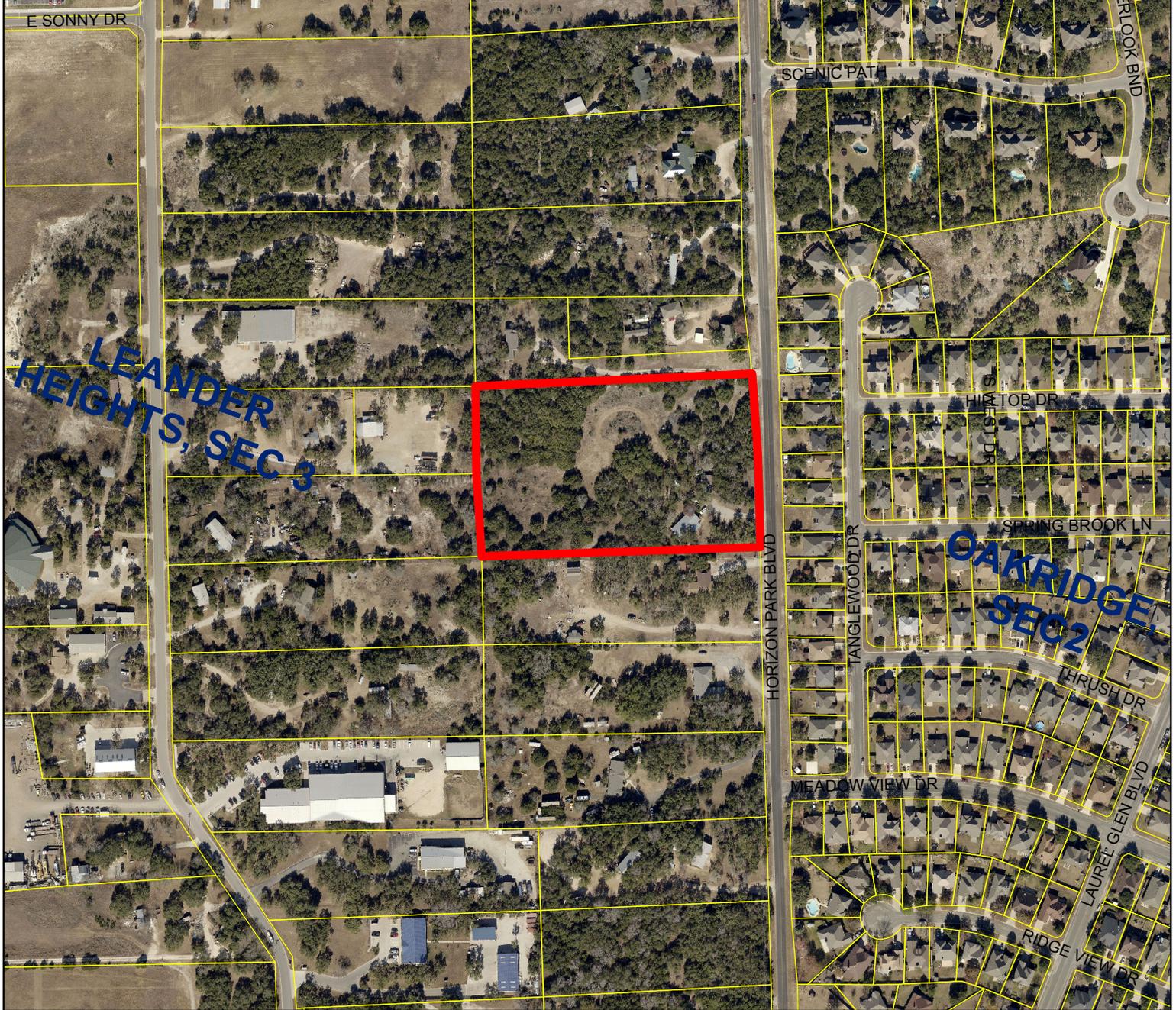
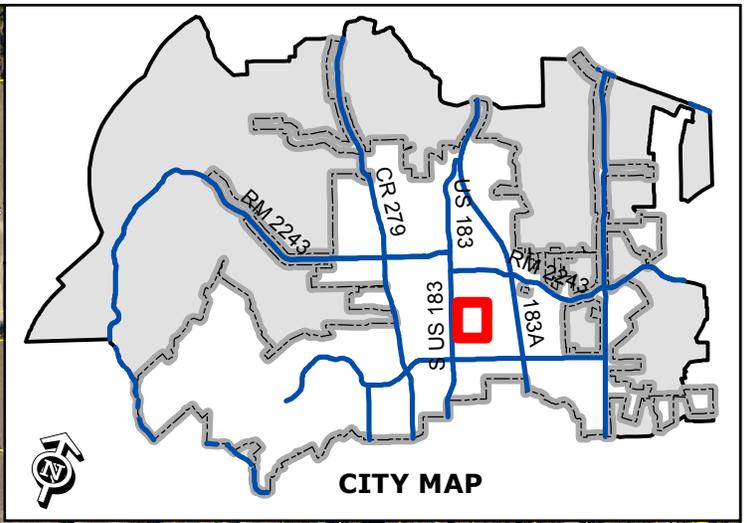
## Attachment #2

Current Zoning Map  
Texas Village



	City Limits		SFR		SFT		GC
	Subject Property		SFE		SFU/MH		HC
	Future Annexation Per DA		SFS		TF		HI
	Involuntary Annexation		SFU		MF		PUD
	Voluntary Annexation		SFC		LO		
			SFL		LC		



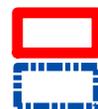


**ZONING CASE 14-Z-005 Attachment #3**

Aerial Exhibit - Approximate Boundaries  
Texas Village



0 200  
Feet



Subject Property

City Limits

## ATTACHMENT 4

Michael Kopecky

1502 Main Street  
Cedar Park, TX 78613

T 512 470-5521

mjkopecky63@aol.com

February 25, 2014

Robin M. Griffin, AICP  
Senior Planner  
City of Leander, Texas  
Post Office Box 319  
Leander, TX 78646-0319

Dear Robin,

Herein is our Letter of Intent regarding the property for which we are requested a zoning change at this time. The property in question consists of Lots 29 & 30, Block B, Leander Heights Section Three, an Addition in Williamson County, Texas. The physical address of the property is 1001 County Road 273, now known as 1001 Horizon Park Boulevard, Leander, Texas 78641, and contains 5.69 acres of land.

Our intent is to develop this property as multi-family housing. We are planning to subdivide the acreage into 14-18 lots and build a duplex unit upon each lot. Each duplex shall consist of approximately 3600 square feet, with each side containing an estimated 1800 square feet of living space.

The property shall be otherwise improved, with road(s), sidewalks, utilities and landscaped areas as appropriate and directed. The property currently contains a good number of young to moderate sized oak trees that lend a park-like atmosphere to the project. We intend that this housing area shall be an enjoyable living experience in the style and intent of Leander's city plan for gentle Texas living. Our draft name of the project is Texas Village.

Please let us know if we can provide further information as we proceed with the re-zoning process.

Sincerely yours,

Michael Kopecky

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE PARCEL OF LAND FROM SFU/MH-2-B (SINGLE-FAMILY URBAN/MANUFACTURED HOME) TO TF-2-B (TWO-FAMILY); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Applicability.** This ordinance applies to the following parcel of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 5.69 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 1001 Horizon Park Blvd, Leander, Texas; legally described as Lots 29 and 30, Block B, Leander Heights, Section 3, more particularly described in Document Number 2005055146 of the Official Public Records of Williamson County, Texas, and identified by tax identification number R036572.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFU/MH-2-B (Single-Family Urban/Manufactured Home) to TF-2-B (Two-Family).

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

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

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

**PASSED AND APPROVED** on First Reading this the 3<sup>rd</sup> day of April, 2014.  
**FINALLY PASSED AND APPROVED** on this the 17<sup>th</sup> day of April, 2014.

**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

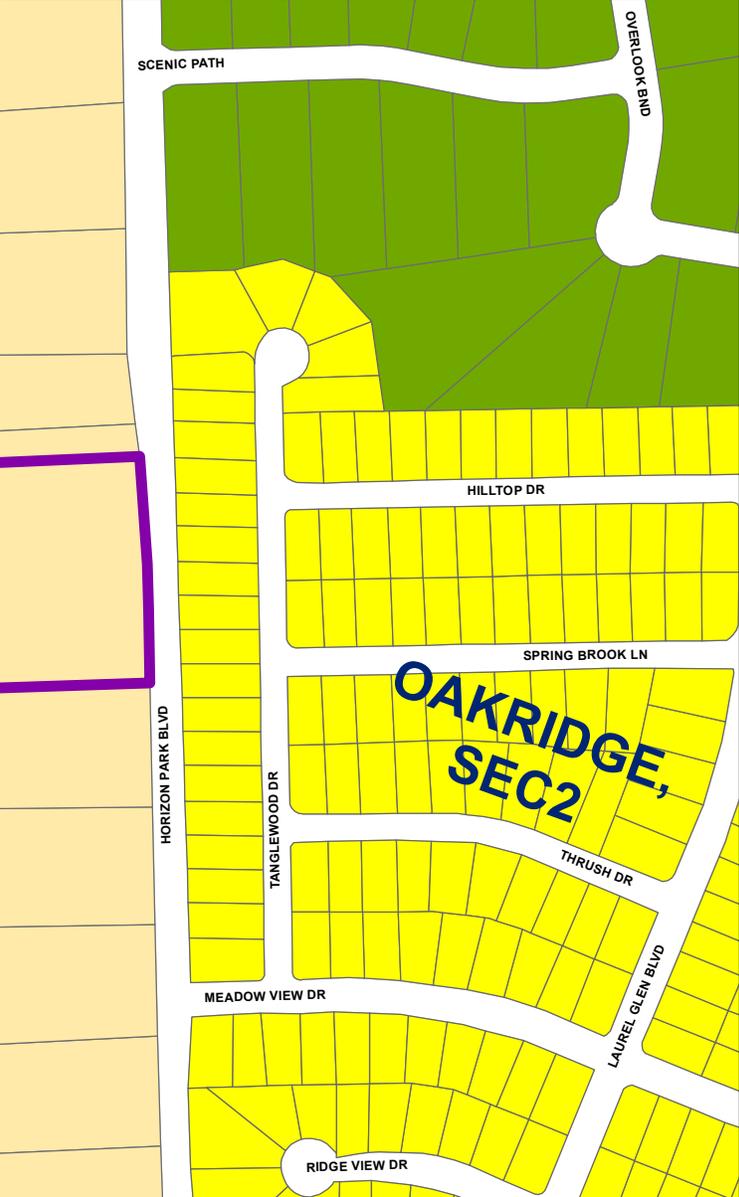
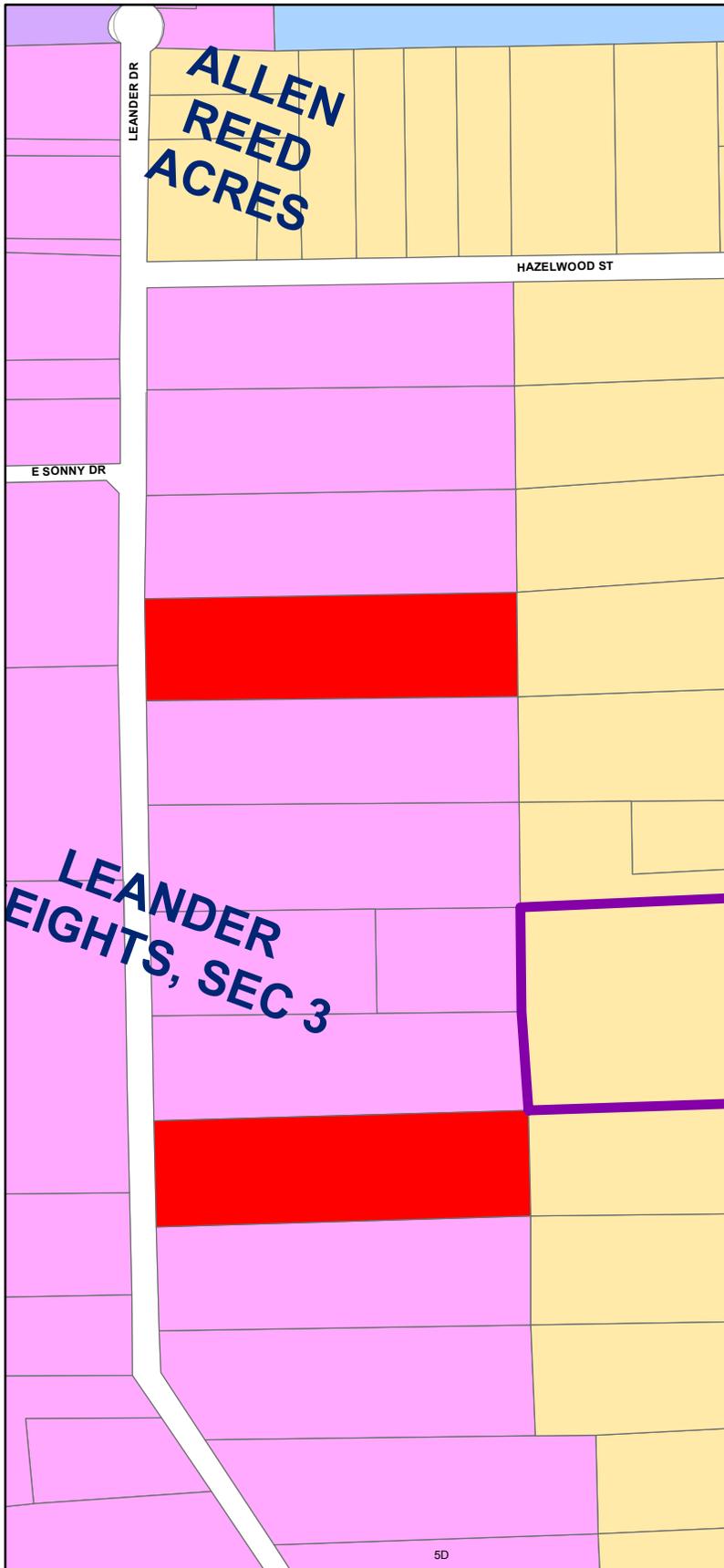
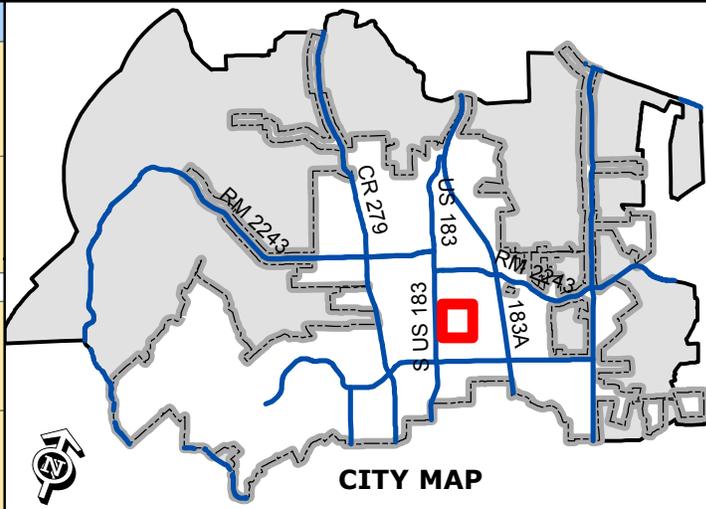
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Christopher Fielder, Mayor

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Debbie Haile, City Secretary

**ALLEN REED ACRES**



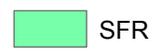
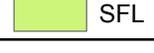
**EXHIBIT A**

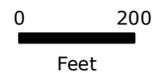
**Zoning Case  
14-Z-005**

Texas Village  
1001 Horizon Park Blvd



-  Subject Property
-  City Limits
-  Future Annexation Per DA
-  Involuntary Annexation
-  Voluntary Annexation

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



## Public Hearing

6. Subdivision Case 13-FP-019: Hold a public hearing and consider action on the Sarita Valley Final Plat for 25.61 acres more or less; WCAD Parcel R516398; generally located on the east side of Ronald W. Reagan Blvd, approximately ½ mile from the northeast corner of the intersection of E Crystal Falls Pkwy and Ronald W. Reagan Blvd.; Williamson County, Texas. Applicant/Agent: Brian Parker on behalf of Toll Dallas TX LLC.

a) Staff Presentation

**Martin Siwek, Planner, stated that staff reviewed the request and it has staff approval.**

b) Applicant Presentation

**Steven Swan was present for questions.**

c) Open Public Hearing

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

d) Close Public Hearing

**Chairman Seiler closed the public hearing.**

e) Discussion

**No discussion took place**

f) Consider Action

**Vice Chair Stephenson moved to approve the final plat with staff recommendations, Commissioner Allen seconded the motion. Motion passed unanimously.**

7. **Zoning Case #14-Z-005:** Hold a public hearing and consider action on the rezoning of a tract of land located at 1001 Horizon Park Blvd; 5.69 acres more or less; WCAD Parcel #R036572. Currently, the property is zoned SFU/MH-2-B (Single-Family Urban / Manufactured Home). The property is proposed to be zoned TF-2-B (Two-Family), Leander, Williamson County, Texas. Applicant: Michael and Theresa Kopecky on behalf of Willie and Sue A. Kopecky.

a) Staff Presentation

**Martin Siwek, Planner, discussed request & surrounding land uses.**

b) Applicant Presentation

**Willie Kopecky spoke on the purpose of his zoning.**

c) Open Public Hearing

**Chairman Seiler opened the public hearing.  
Dennis Schumann – Against  
Harold Robertson- Against  
Beth Hamberg – left card she was Against.**

d) Close Public Hearing

**Chairman Seiler closed the public hearing.**

e) Discussion

**Discussion took place**

f) Consider Action

**Vice Chair Stephenson moved to approve the zoning request with staff recommendations, Commissioner Allen seconded the motion. Motion passed unanimously.**

8. Zoning Case 13-Z-028: Hold a public hearing and consider action on the rezoning of several tracts of land located at 2680 CR 268, 17851 Ronald W. Reagan, generally located north of Hero Way, West of Ronald Reagan Blvd. & south of San Gabriel; Legal Description AW0125 Chambers, T. Sur. 197.55 acres more or less; WCAD Parcels #R098020, R031606, R473799, R473798, R473797, R333713, R031617, R031607. Currently, the property is zoned GC-3-C (General Commercial), Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural). The property is proposed to be zoned PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Blake J. Magee on behalf of Palmera Ridge Development, Inc. and MP52, LLC.

a) Staff Presentation

**Robin Griffin, Senior Planner, discussed request & surrounding land uses.**

b) Applicant Presentation

**Blake Magee was present for questions.**

c) Open Public Hearing

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

d) Close Public Hearing

**Chairman Seiler closed the public hearing.**

e) Discussion

**Discussion took place**

f) Consider Action

**Commissioner Wixson moved to approve the zoning request with staff recommendations with the correction to the recommendation to include SFL-2-A. Commissioner Saenz seconded the motion. Motion passed unanimously.**

9. Zoning Case 13-Z-027: Hold a public hearing and consider action on the rezoning of several tracts of land generally located to the Southwest of the intersection of San Gabriel Pkwy & US 183; 150.894 acres more or less; WCAD Parcels #R395875, R031699, R524552, and R525192. Currently, the property is zoned PUD (Planned Unit Development) and the applicant is proposing an amendment to the PUD, Leander, Williamson County, Texas. Applicant: Mark Baker on behalf of Sentinel Cotter Leander LLC.



**Executive Summary**

**April 03, 2014**

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**Agenda Subject:** Zoning Case 13-Z-025: Hold a public hearing and consider action on the rezoning of a tract of land located on the northwest corner of Osage Drive and Highland Trail; 0.94 acres more or less out of the AW0896–Morris, J Survey; WCAD Parcels #R484296. Currently, the property is zoned SFU-2-B (Single-Family Urban). The property is proposed to be zoned PUD (Planned Unit Development), Leander, Williamson County, Texas.

**Background:** This request is the second step in the rezoning process.

**Origination:** Applicant: Samuel Kiger, P.E. on behalf of Lookout Development Group LP.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission motioned to approve the request with staff recommendations and the motion failed with a five to two vote at the March 27, 2014 meeting.

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Proposed PUD
5. Letter of Intent
6. Ordinance
7. Letters from Neighboring Property Owners
8. Minutes - Planning & Zoning Commission March 27, 2014

**Prepared By:** Tom Yantis, AICP  
Development Services Director

03/28/2014



## PLANNING ANALYSIS

### ZONING CASE 13-Z-025 HIGHLANDS PUD

#### GENERAL INFORMATION

- Owner:** Lookout Development Group LP.
- Current Zoning:** SFU-2-B (Single-Family Urban)
- Proposed Zoning:** PUD (Planned Unit Development)
- Size and Location:** The property is located on the northwest corner of Osage Drive and Highland Trail and is approximately 0.94 acres in size.
- Staff Contact:** Robin M. Griffin, AICP  
Senior Planner

#### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU-2-B	Winkley Elementary School
EAST	LC-2-B	Undeveloped Land Zoned for Local Commercial
SOUTH	SFU-2-B	Established Single-Family Homes (Highlands Neighborhood)
WEST	SFU-2-B	Established Single-Family Homes (Highlands Neighborhood)

<b>COMPOSITE ZONING ORDINANCE INTENT STATEMENTS</b>
---

**USE COMPONENTS:****PUD – PLANNED UNIT DEVELOPMENT:**

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for the design of a development which permits local office use. In addition, the PUD will prohibit uses, limit hours of operation, determine access and parking locations, increase the landscaping requirements, and establish the architectural standards. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

**LO – LOCAL OFFICE:**

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

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

**SITE COMPONENT:****TYPE 1:**

*Features:* Accessory buildings greater of 5% of primary building or 120 sq. ft.; 150% of standard landscaping; pedestrian scale signage and lighting; scale of buildings limited; mansion style multi-family; at least eighty-five percent (85%) of multi-family units are required to have at least one enclosed garage parking space; alley access to SFL and SFT; accessory dwellings for SFT and SFE.

*Intent:*

- (1) The Type 1 site component is intended to be utilized typically for non-residential or multi-family developments that have frontage on a local residential street or residential collector street and are bounded by single-family development on at least one side. This component is also intended to be utilized for single-family and two-family residential lots backing up to or siding to a major thoroughfare.
- (2) This component ensures that development will not have site intensive uses or large buildings and will ensure that development is designed to a form and scale that is compatible with residential neighborhoods.

**ARCHITECTURAL COMPONENT:****TYPE A:**

*Features:* 85% masonry; 5 or more architectural features.

*Intent:*

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.

- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
- (4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.
- (6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

### **COMPREHENSIVE PLAN STATEMENTS:**

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

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Establish high standards for development.

### **ANALYSIS:**

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for the development of a small professional office or a medical office at this location. The base zoning district for the PUD is LO-1-A (Local Office). The Local Office use component allows for small scale, limited impact office uses located adjacent to residential neighborhoods. This component is intended to provide a land use transition from more intense commercial districts or arterial streets to residential development.

In addition, the Type 1 site component is intended for projects adjacent to residential and ensures that development will not have site intensive uses or large buildings. The form and scale must be designed so that it is compatible with a residential neighborhood. This site component requires a minimum of 150% of the standard landscape requirements for area and plant materials and that the detention/water quality ponds use earthen berms. The Type 1 site component prohibits the following uses:

- Outdoor Display and Storage
- Outdoor Entertainment Venues
- Outdoor Fuel Sales
- Overhead Commercial Doors
- Drive-Through Lanes

The Type A architectural component requires at least eight-five (85%) of the exterior surface area walls are masonry and that there are a minimum of five design features. This component is intended to provide high building standards and ensure compatibility between non-residential and residential uses.

In addition, the applicant is proposing the following additional restrictions:

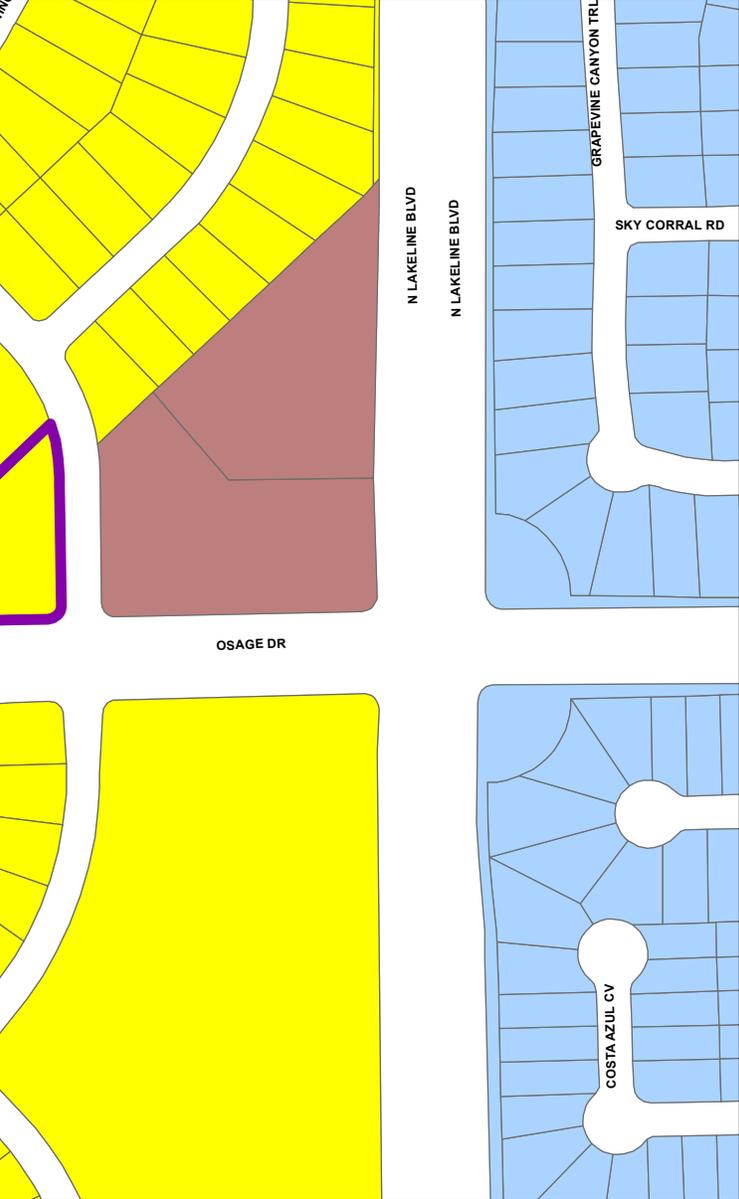
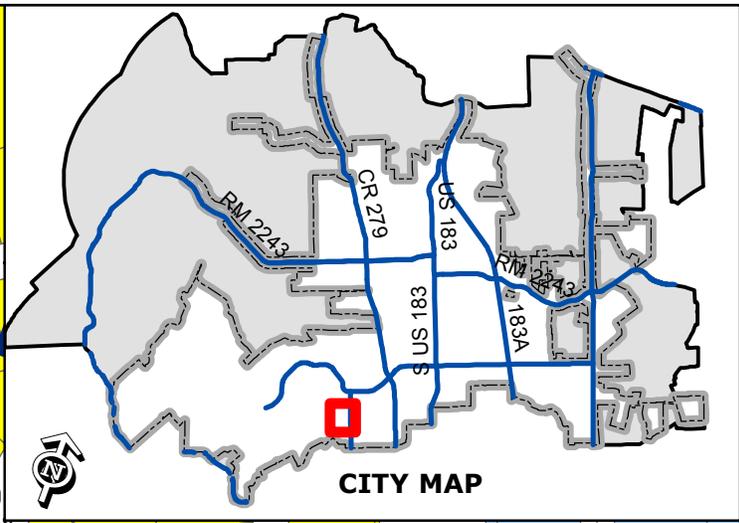
- Business hours shall be no earlier than 8:00 a.m. and no later than 6:00 p.m.
- Access to the parking lot will not be allowed from Highland Trail, but will be allowed through a joint driveway from the mail kiosk site connecting to Osage Drive. The parking will be located behind the structure as shown in the attached PUD Plan.
- The architecture of the building shall be complementary to the single-family neighborhood by having a pitched roof and building massing as depicted in the attached PUD Plan.
- The landscaping and landscape area shall be increased by 50% of the current requirements.

The following uses shall be prohibited:

- Bar, nightclub or private club;
- Entertainment venues including bowling alleys, golf practice ranges, miniature golf establishments, theaters, amusement parks, arcades, arenas, stadiums, gymnasiums, skating rinks, commercial sports venues, indoor shooting range;
- Sexually oriented businesses
- Vehicle and major equipment sales, rental or leasing, repair, body shop
- Animal hospital, veterinarian, animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery, as long as the crematory stack is located at least two hundred feet (200') from a restaurant, or associated parking, or a residential zoning district (unless such district is utilized for non-residential uses). Any commercial enterprise which includes an outdoor animal yard or any other commercial un-soundproofed animal area containing five or more animals is required to be at least two hundred feet (200') from any residential district (unless such district is utilized for non-residential uses) and is required to be combined with a Type 3, 4 or 5 site component.
- (For lots or tracts three or more acres in size) ranches, dairy farms, stables, riding academies and roping arenas; including the feeding, raising and breeding of agricultural livestock and exotic hoof stock
- Any uses permitted in the HC (Heavy Commercial) use component
- Bingo Parlor
- Pawn Shop
- Tattoo and/or Body Piercing Parlor
- RV, trailer, commercial motor vehicle and boat outdoor storage
- Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the requested PUD. The LO use component is intended to provide a land use transition from more intense commercial districts or arterial streets to residential development. In addition, the proposed Type 1 site component restricts the size of the buildings and ensures that development is designed to a form and scale that is compatible with residential neighborhoods. The requested PUD meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.



**ZONING CASE 13-Z-025**

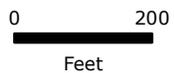
**Attachment #2**

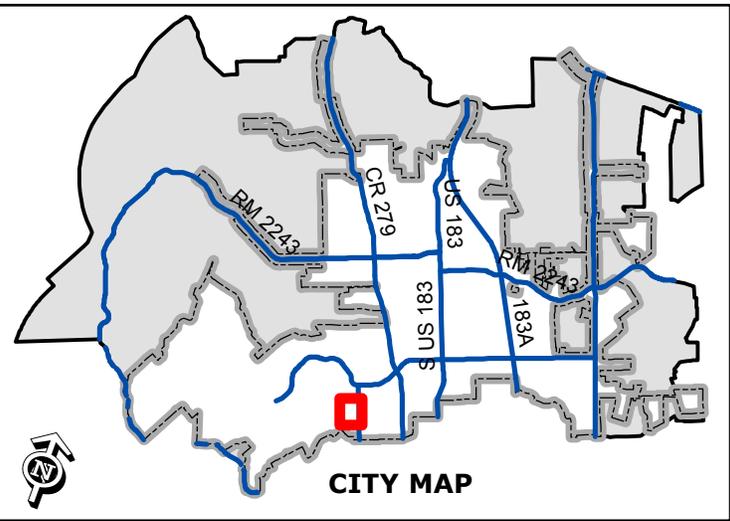
Current Zoning Map  
Highland Trails PUD



-  Subject Property
-  City Limits
-  Future Annexation Per DA
-  Involuntary Annexation
-  Voluntary Annexation

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





**CITY MAP**

**ZONING CASE 13-Z-025 Attachment #3**

Aerial Exhibit - Approximate Boundaries  
Highland Trails PUD



-  Subject Property
-  City Limits



**CONCEPTUAL  
LOOKOUT GROUP**

PREPARED BY:  
SEC PLANNING, LLC

**Notes:**

1. Layout is Conceptual.
2. Business hours shall be no earlier than 8am and no later than 6pm. Lighting shall be shielded to ensure no light spillage on surrounding property.
3. No Parcel shall be used for any of the following uses, directly or indirectly:

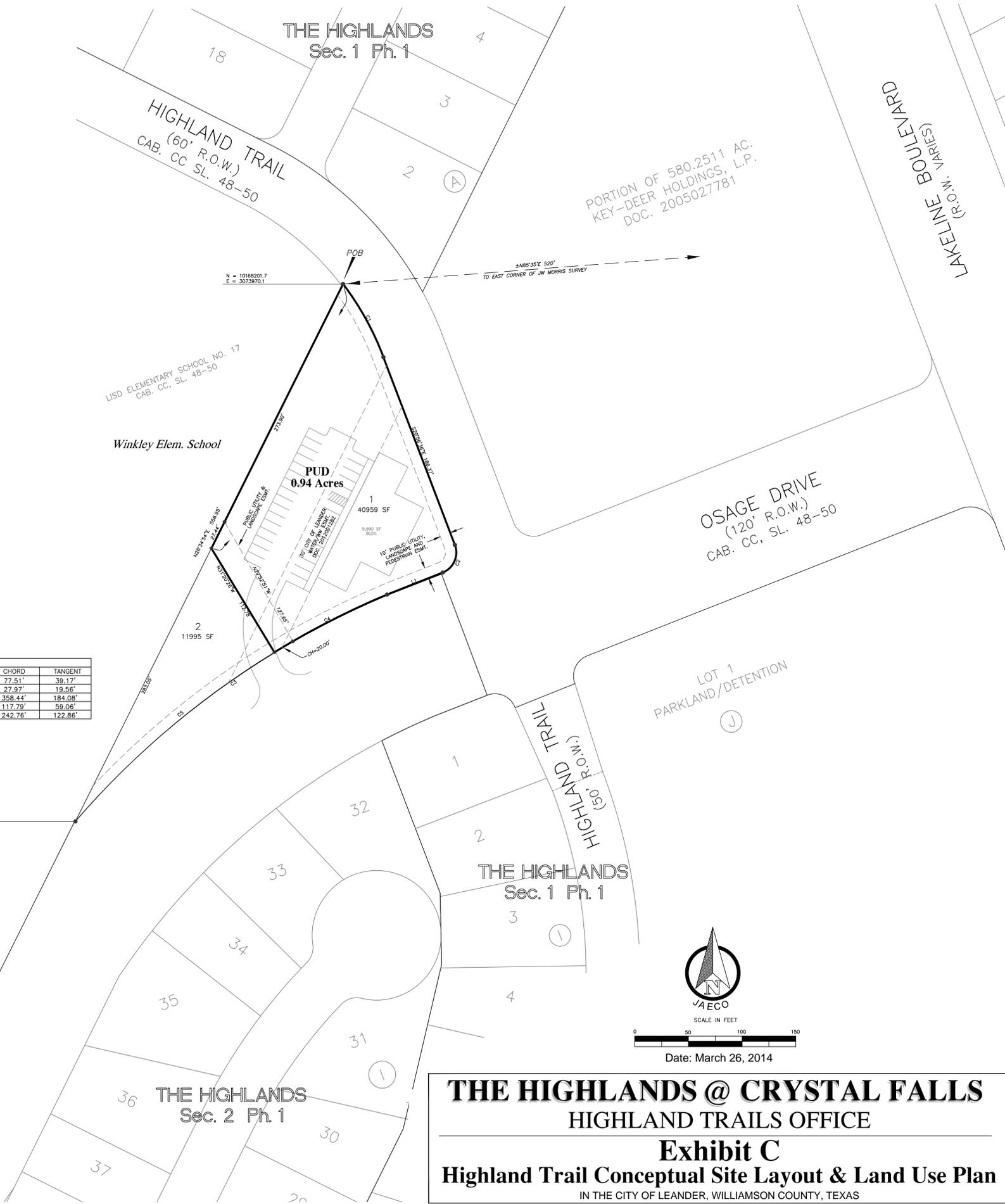
- Bar, nightclub or private club;
- Entertainment venues including bowling alleys, golf practice ranges, miniature golf establishments, theaters, amusement parks, arcades, arenas, stadiums, gymnasiums, skating rinks, commercial sports venues, indoor shooting range;
- Sexually oriented businesses;
- Vehicle and major equipment sales, rental or leasing, repair, body shop;
- Animal hospital, veterinarian, animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery, as long as the crematory stack is located at least two hundred feet (200') from a restaurant, or associated parking, or a residential zoning district (unless such district is utilized for non-residential uses). Any commercial enterprise which includes an out door animal yard or any other commercial un-soundproofed animal area containing five or more animals is required to be at least two hundred feet (200') from any residential district (unless such district is utilized for non-residential uses) and is required to be combined with a Type 3, 4 or 5 site component;
- (For lots or tracts three or more acres in size) ranches, dairy farms, stables, riding academies and roping arenas; including the feeding, raising and breeding of agricultural livestock and exotic hoof stock;
- Any uses permitted in the LI (Light Industrial) use component;
- Bingo Parlor;
- Pawn Shop;
- Tattoo and/or Body Piercing Parlor;
- RV, trailer, commercial motor vehicle and boat outdoor storage;
- Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals

4. No access to the parking lot will be allowed from Highland Trail. Access to the parking lot will be allowed only from Osage Drive through a joint driveway from the mail kiosk site.
5. Parking will be located behind the structure.
6. The architecture of the building shall be complementary to the single-family neighborhood and the structure shall have a pitched roof.
7. The landscaping and the landscape area shall be increased by 50% of the current requirement per Type 1 Site Component regulations for a total of 150% of the requirement.
8. The base zoning district for this PUD shall be LO-1-A. PUD will comply with all architectural, landscape and elevation requirements for City of Leander Zoning Ordinance LO-1-A.

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S68°33'13"W	55.68'

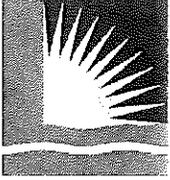
CURVE TABLE						
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD	TANGENT
C1	16°37'45"	268.00'	77.78'	N29°01'52"W	77.51'	39.17'
C2	88°44'17"	20.00'	30.98'	N24°01'46"E	27.97'	19.56'
C3	26°23'42"	785.00'	361.63'	S54°04'01"W	358.44'	184.08'
C4	8°36'18"	785.00'	117.90'	S62°57'43"W	117.79'	59.06'
C5	17°47'24"	785.00'	243.74'	S49°45'52"W	242.76'	122.86'

N = 10167703.6  
E = 3073720.9



**THE HIGHLANDS @ CRYSTAL FALLS**  
**HIGHLAND TRAILS OFFICE**  
**Exhibit C**  
**Highland Trail Conceptual Site Layout & Land Use Plan**  
 IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS

C:\Projects\Lookout\Group\Highlands\Trail\Office\_PUD\_157-058-20\Plan\Highlands-Trail-Pud-Plan\_03-26-14.dwg



# THE LOOKOUT GROUP

2370 Rice Blvd., Suite 200  
Houston, Texas 77005  
Tel: 713.524.5263  
Fax: 713.524.2807  
mycrystalfalls.com

November 8, 2013

Ms. Robin Griffin  
Senior Planner, City of Leander  
104 North Brushy Street  
PO Box 319  
Leander, Texas 78646-0319  
Fax (512) 528-2729

Re: Letter of Intent for PUD -Highlands at Crystal Falls

Dear Ms. Griffin:

I respectfully request for the City of Leander to consider the attached PUD application located at the intersection of Osage Drive and Highland Trail. The .94 acre tract described in this package is proposed to change from SFU-2-B to a PUD with a base zoning district of LO-1-A. The PUD will impose additional restrictions on the property than the base zoning district of LO-1-A. We will not seek any variances or relief from any of the ordinance requirements laid out in LO-1-A. While the property is currently zoned Single Family, the tract does not fit in the community as a home site. The .94 acre tract does lend itself to become a neighborhood service to serve the residents of the community such as: a small professional office or medical office.

We submit this PUD for the City to review; however, we do not want to initiate the public hearing process until 2014. As part of the ongoing discussions with a group of residents we had a request and have agreed to postpone any of the Planning and Zoning or City Council meetings until after the Holidays. We do wish to work through any City Staff comments ahead of the public hearings in 2014.

You can reach me at (512)260-2066 or [mike@mycrystalfalls.com](mailto:mike@mycrystalfalls.com) if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read 'Michael Siefert', with a long horizontal line extending to the right.

Michael Siefert, P.E.  
Vice President of Construction  
The Lookout Development Group, Inc.

**ORDINANCE NO #**

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

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

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

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

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

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

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

**Section 3. Applicability.** This ordinance applies to the following parcel of land, which is herein referred to as the "Property:" That certain parcels of land being 0.94 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A" and "B", generally located on the northwest corner of Highland Trail and Osage Drive; legally described as 0.94 acres more or less out of the J. W. Morris Survey, more particularly described in Document Number 2007006054, Official Public Records of Williamson County, Texas, and identified by tax identification number R484296.

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

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

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

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

**PASSED AND APPROVED** on First Reading this the 3<sup>rd</sup> day of April, 2014.  
**FINALLY PASSED AND APPROVED** on this the 17<sup>th</sup> day of April, 2014.

**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Christopher Fielder, Mayor

\_\_\_\_\_  
Debbie Haile, City Secretary



LOOKOUT PARTNERS  
HIGHLANDS 1-4, LOT 1  
0.940 ACRES

DESCRIPTION OF 0.940 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE J. W. MORRIS SURVEY NO. 530, ABS 896, BEING A PORTION OF A 168.821 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO LOOKOUT DEVELOPMENT GROUP, L.P. IN DOCUMENT NO. 2007006054, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.940 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod found in the curving westerly line of Highland Trail (60' R.O.W.) of a curve to the right at the most easterly or northeast corner of LISD Elementary School No. 17, a subdivision of record in Cabinet CC, Slides 48-50, Plat Records of Williamson County, Texas, for the most northerly corner of the herein described tract;

**THENCE** with the westerly line of said Highland Trail, the following three (3) courses:

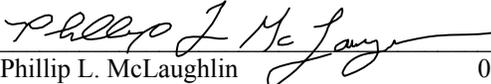
1. Along said curve to the right, an arc length of 77.78 feet, with a radius of 268.00 feet, and a chord which bears S29°01'52"E, a distance of 77.51 feet to a 1/2" iron rod found at the end of said curve;
2. S20°56'36"E, a distance of 186.37 feet to a 1/2" iron rod found at the point of curvature of a curve return to the right;
3. Along said curve return to the right, an arc length of 30.98 feet, with a radius of 20.00 feet, and a chord which bears S24°01'46"W, a distance of 27.97 feet to a 1/2" iron rod found at the end of said curve in the northerly line of Osage Drive (120' R.O.W.);

**THENCE** with the northerly line of said Osage Drive, the following two (2) courses:

1. S68°33'13"W, a distance of 55.68 feet to a 1/2" iron rod found at the point of curvature of a curve to the left;
2. Along said curve to the left, an arc length of 117.90 feet, with a radius of 785.00 feet, and a chord which bears S62°57'43"W, a distance of 117.79 feet to an iron rod with G&R Cap set, for the most southerly corner of the herein described tract;

**THENCE** N31°20'26"W, over and across said 168.21 acre tract, a distance of 112.78 feet to an iron rod with G&R Cap set in the southeasterly line of said LISD Elementary School No. 17, for the most westerly corner of the herein described tract

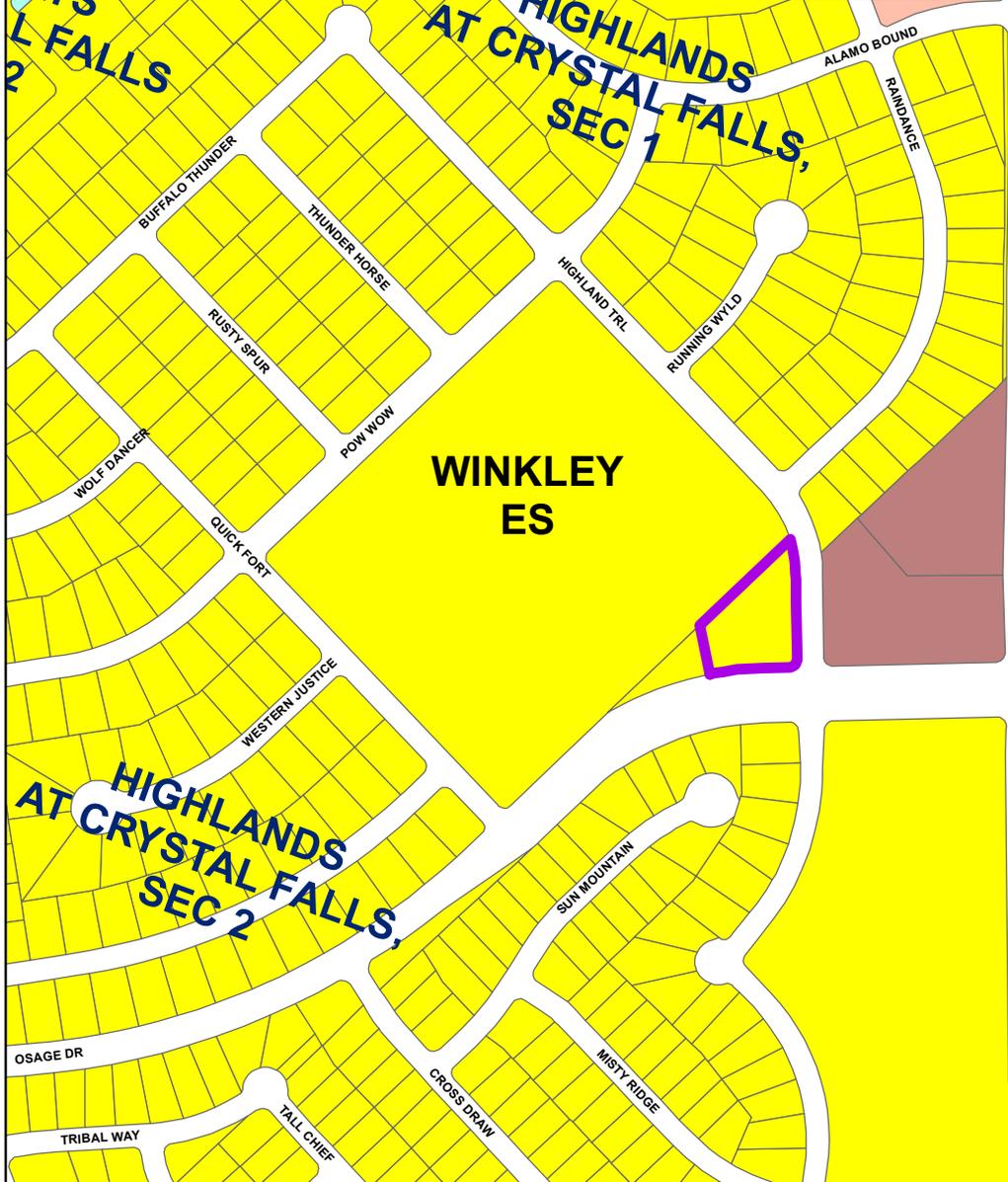
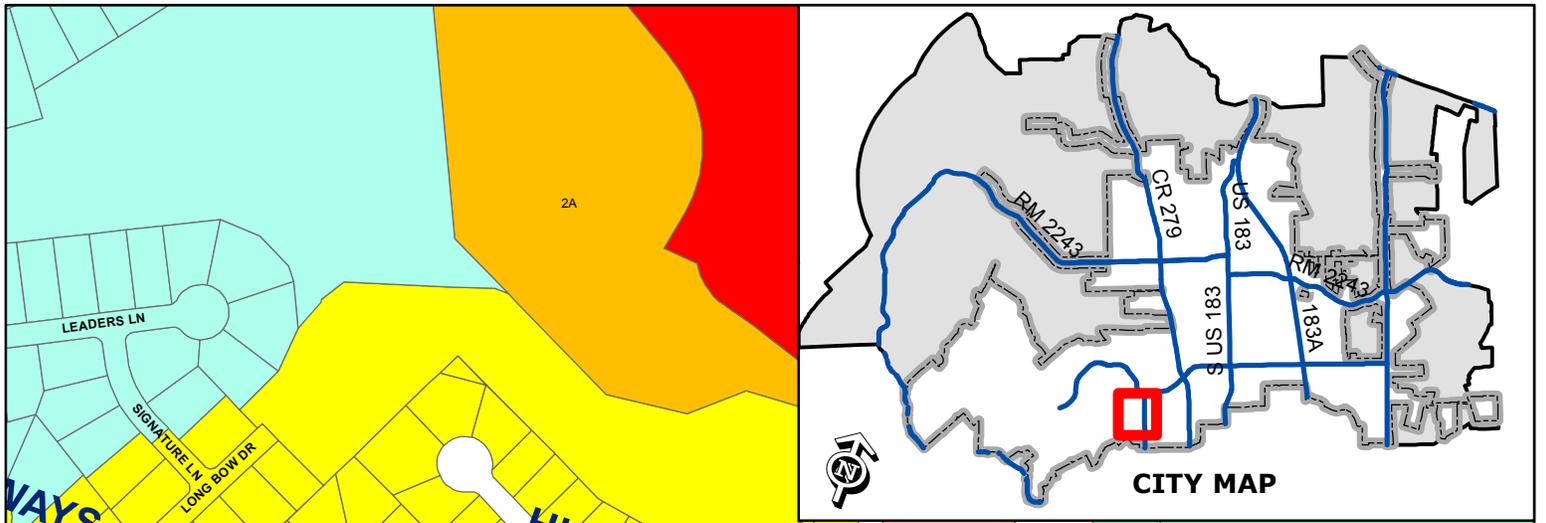
**THENCE** N26°34'54"E, with the southeasterly line of said LISD Elementary School No. 17, a distance of 273.90 feet to the **POINT OF BEGINNING**, containing an area of 0.940 acres of land, more or less.

  
 Phillip L. McLaughlin 04-03-13  
 Registered Professional Land Surveyor  
 State of Texas No. 5300



**Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.**  
G&R Surveying Project No. 11292 Attachments: None

1805 Ouida Dr., Austin, Texas 78728 • Firm # 10032000  
Phone (512)267-7430 • Fax (512)836-8385



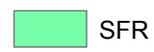
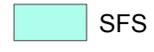
**EXHIBIT B**

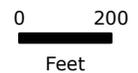
**Zoning Case  
13-Z-025**

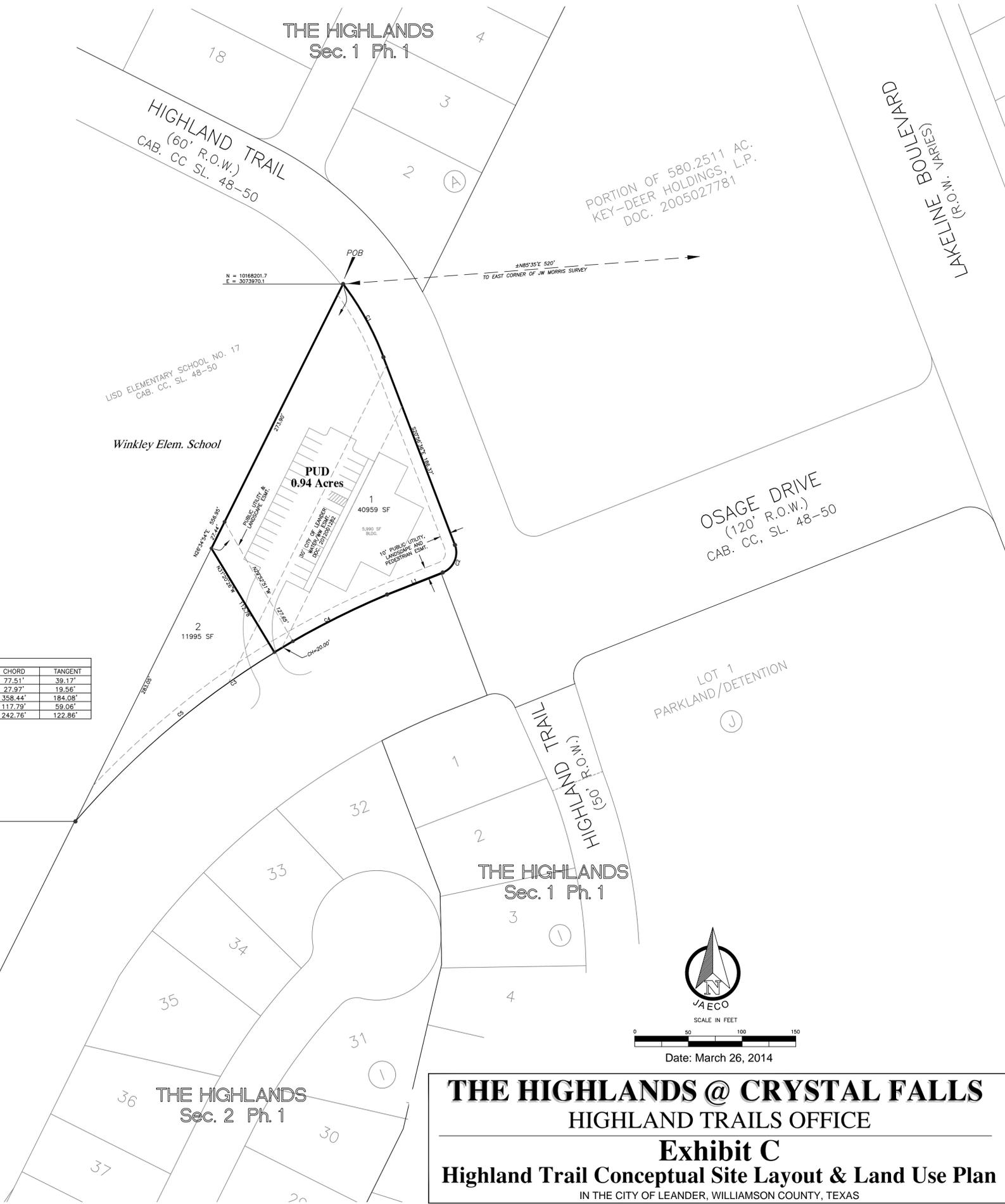
Highland Trail PUD



-  Subject Property
-  City Limits
-  Future Annexation Per DA
-  Involuntary Annexation
-  Voluntary Annexation

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





**Notes:**

- Layout is Conceptual.
- Business hours shall be no earlier than 8am and no later than 6pm. Lighting shall be shielded to ensure no light spillage on surrounding property.
- No Parcel shall be used for any of the following uses, directly or indirectly:
  - Bar, nightclub or private club;
  - Entertainment venues including bowling alleys, golf practice ranges, miniature golf establishments, theaters, amusement parks, arcades, arenas, stadiums, gymnasiums, skating rinks, commercial sports venues, indoor shooting range;
  - Sexually oriented businesses;
  - Vehicle and major equipment sales, rental or leasing, repair, body shop;
  - Animal hospital, veterinarian, animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery, as long as the crematory stack is located at least two hundred feet (200') from a restaurant, or associated parking, or a residential zoning district (unless such district is utilized for non-residential uses). Any commercial enterprise which includes an out door animal yard or any other commercial un-soundproofed animal area containing five or more animals is required to be at least two hundred feet (200') from any residential district (unless such district is utilized for non-residential uses) and is required to be combined with a Type 3, 4 or 5 site component;
  - (For lots or tracts three or more acres in size) ranches, dairy farms, stables, riding academies and roping arenas; including the feeding, raising and breeding of agricultural livestock and exotic hoof stock;
  - Any uses permitted in the LI (Light Industrial) use component;
  - Bingo Parlor;
  - Pawn Shop;
  - Tattoo and/or Body Piercing Parlor;
  - RV, trailer, commercial motor vehicle and boat outdoor storage;
  - Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals
- No access to the parking lot will be allowed from Highland Trail. Access to the parking lot will be allowed only from Osage Drive through a joint driveway from the mail kiosk site.
- Parking will be located behind the structure.
- The architecture of the building shall be complementary to the single-family neighborhood and the structure shall have a pitched roof.
- The landscaping and the landscape area shall be increased by 50% of the current requirement per Type 1 Site Component regulations for a total of 150% of the requirement.
- The base zoning district for this PUD shall be LO-1-A. PUD will comply with all architectural, landscape and elevation requirements for City of Leander Zoning Ordinance LO-1-A.

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S68°33'13"W	55.68'

CURVE TABLE						
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD	TANGENT
C1	16°37'45"	268.00'	77.78'	N29°01'52"W	77.51'	39.17'
C2	88°44'17"	20.00'	30.98'	N24°01'46"E	27.97'	19.56'
C3	26°23'42"	785.00'	361.63'	S54°04'01"W	358.44'	184.08'
C4	8°36'18"	785.00'	117.90'	S62°57'43"W	117.79'	59.06'
C5	17°47'24"	785.00'	243.74'	S49°45'52"W	242.76'	122.86'



**THE HIGHLANDS @ CRYSTAL FALLS**  
**HIGHLAND TRAILS OFFICE**  
**Exhibit C**  
**Highland Trail Conceptual Site Layout & Land Use Plan**  
 IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS

C:\Projects\Lookout\Group\Highlands-Trail\Office\_PUD\_157-058-20\Plan\Highlands-Trail\_PUD\_Plan\_03-26-14.dwg

Robin Griffin

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**From:** Tom Yantis  
**Sent:** Wednesday, March 26, 2014 11:03 AM  
**To:** Ellen Pizalate  
**Cc:** Robin Griffin; Martin Siwek  
**Subject:** FW: Zoning Case 13-Z-025: Osage Drive and Highland Trail

Ellen,

Please print this to give to the Commission tomorrow.

Tom

**From:** [REDACTED]  
**Sent:** Wednesday, March 26, 2014 10:04 AM  
**To:** Tom Yantis  
**Cc:** Place Five  
**Subject:** Zoning Case 13-Z-025: Osage Drive and Highland Trail

March 26, 2014

Dear Mr. Yantis,

Please forward my comments to the Planning and Zoning Commission members for their review prior to tomorrow's (March 27) scheduled meeting.

I do not support the re-zoning of the above parcel to a PUD.

My family moved to this neighborhood not even a year ago. We moved to a residential neighborhood, not a commercial zone. I do not support adding commercial establishments WITHIN the neighborhood. Today, upon turning onto Osage from Lakeline Blvd., the first impression of Crystal Falls includes OPEN land, beautiful residences, an amazing community pool facility and a neighborhood school. As a homeowner, I do not want the first impression to change to include "dental/medical office" or something similar. I do not want the extra traffic that a business will bring (the mail kiosk area is already congested throughout the day). In addition, the corner is quite busy with school children walking and/or being driven to/from school throughout the morning and afternoon hours from 7-9 AM and 2:30-4:30 PM. A commercial zone (office) is not what this neighborhood needs - we live in close *proximity* to those zones, but not *within* them. I do not want more drivers forced onto eastbound Osage upon exiting the mailbox parking lot. I do not want development of a 0.94 acre parcel of land that borders a neighborhood school. I agree with the Letter of Intent written by Mr Michael Siefert, dated November 8, 2013, where he contends "the tract does not fit in the community as a home site." But I would then add: "the tract does not fit in the community as an office site." This is a suburban, residential neighborhood, not an urban, commercial one. Although I support development of Leander's tax base, I do not want businesses WITHIN my neighborhood. I purposefully moved to Crystal Falls and not a development like Steiner Ranch so my family could enjoy a quiet, residential experience without the burdensome traffic/congestion/ tempo for which Steiner Ranch is now known.

Please do not re-zone the parcel to a PUD.

Respectfully submitted,

Julie Zimmerman  
1913 Buffalo Speedway  
Leander TX 78641

CC: Mr. Jason Dishongh

## Robin Griffin

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**From:** Tom Yantis  
**Sent:** Wednesday, March 26, 2014 2:47 PM  
**To:** Ellen Pizalate  
**Cc:** Robin Griffin; Martin Siwek  
**Subject:** Fw: Re zoning

Ellen,

Can you print this and get it to the Commission tomorrow night.

Thanks,

Tom

Tom Yantis, AICP  
Director of Development Services

**From:** [REDACTED]  
**Sent:** Wednesday, March 26, 2014 2:35 PM  
**To:** Tom Yantis

I am completely opposed to the rezoning of the small patch of land by the mailboxes in Crystal Falls.

This is clearly a residential area, having a place of business there seems ridiculous. There is plenty of retail space going in just up the street on Lakeline.

In addition, where our mail is collected, is already quite congested and busy. Having additional traffic in that small area is probably dangerous.

Any business in that area will completely change the character of our neighborhood. I'm confident if you lived in crystal falls, you would be as opposed to this as I am.

Michael Zimmerman MD  
Sent from my iPhone

## Robin Griffin

---

**From:** Tom Yantis  
**Sent:** Thursday, March 27, 2014 7:34 AM  
**To:** Ellen Pizalate  
**Cc:** Robin Griffin; Martin Siwek  
**Subject:** FW: Rezoning on Osage in the highlands

Here's another opposition to the Highland Trails PUD. Please print for the Commissioners.

Thanks,

Tom

-----Original Message-----

**From:** Triste Freeburg [mailto:████████████████████]  
**Sent:** Wednesday, March 26, 2014 9:05 PM  
**To:** Tom Yantis  
**Subject:** Rezoning on Osage in the highlands

Hello, I am sending an email to state my disapproval of anything going up in the lot by the mailboxes and Winkley elementary. By putting up anything there, the value of the neighborhood will go down and the school is less safe in my opinion. It will block views as well. I do not support the rezoning on that "lot". Triste Freeburg

Sent from my iPhone

## Robin Griffin

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**From:** Angela Blair [mailto:angela.blair@leandertx.gov]  
**Sent:** Thursday, March 27, 2014 4:37 PM  
**To:** Robin Griffin  
**Subject:** Re-Zoning at Osage and Highland Trail

Dear Members of the Planning and Zoning Commission,

I am writing to you as a resident of Highland Trail who has long fought the re-zoning of this corner. As a resident of Highland Trail, my two biggest concerns have always been (in order):

1. Safety of children walking to school
2. Ensuring the entrance to our neighborhood remains nice

While I would prefer this corner remain as it is, I understand that the owner of the property has the right to sell the property. I believe this time that Bill Hinkley and Mike Seifert did try to reach out and work with the community and I believe that at least the first meeting was helpful in resolving some of the resident's issues.

Regarding #1 above:

- He has made adjustments to move the driveway off of Highland Trail
- He reduced the hours of operation to help avoid school hours
- He is moving the traffic to an already busy area and has discussed helping to fix it by putting parking spaces into the parking lot of the mail boxes and improving the exit of the mailboxes to allow for a left turn. This will help clean up an already messy traffic area and move the traffic from the business out of the neighborhood vs. allowing it to cut through our neighborhood streets.

Regarding #2 above:

- He chose the smaller of the two buildings. This means it will look more like a house and blend into the neighborhood better. It will also leave more grass and landscaping.
- Mike agreed to attach the rendering to the zoning and make it part of the PUD.

As a resident, I feel this is a compromise I can live with and I don't think that we will do better than this with this piece of property. I appreciate the effort that Mr. Seifert and Mr. Hinkley put into this round of discussions and feel they truly tried to work with the community and I am grateful for their time.

Regards,  
Angela Blair  
2515 Highland Trl  
Leander, TX 78641

**From:** Robin Griffin [mailto:rgriffin@leandertx.gov]  
**Sent:** Monday, March 10, 2014 7:58 AM  
**To:** Angela Blair  
**Subject:** RE: Upcoming Re-Zoning

Hi Angela,

The Planning & Zoning Commissioners do not have public email addresses. You can send me the letter and I can put it in their packets.

Please do not hesitate to contact me if you have any questions.

Thanks,

**Robin M. Griffin, AICP**

Senior Planner  
City of Leander  
512-528-2763

**From:** Angela Blair [mailto:~~angela.blair@leander-tx.gov~~]  
**Sent:** Sunday, March 09, 2014 10:14 PM  
**To:** Robin Griffin  
**Subject:** Upcoming Re-Zoning

Robin,

I am sorry to bother you with this, but I would like to send a letter to the Planning & Zoning commission regarding an upcoming agenda item. Unfortunately, the contact page is a placeholder without their information. Do you know how I can get their official email addresses?

Thanks,  
Angela Blair

11. **Zoning Case 13-Z-025:** Hold a public hearing and consider action on the rezoning of a tract of land located on the northwest corner of Osage Drive and Highland Trail; 0.94 acres more or less out of the AW0896 – Morris, J Survey; WCAD Parcel #R484296. Currently, the property is zoned SFU-2-B (Single-Family Urban). The property is proposed to be zoned PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Samuel Kiger, P.E. on behalf of Lookout Development Group LP.

a) Staff Presentation

**Robin Griffin, Senior Planner, discussed request & surrounding land uses.**

b) Applicant Presentation

**Mike Siefert spoke on the purpose of the zoning.**

c) Open Public Hearing

**Chairman Seiler opened the public hearing.**

**Laura Yambrick – spoke against**

**Carl Norman – spoke against**

**Thomas Bertone – spoke against**

**Jenny Guttormson – spoke against**

**Judy Irish – spoke against**

**Steve Brand – spoke for**

**Bill Derouchie – spoke against**

**Sally King, spoke against**

**Skip Jones – spoke against**

**S.A. Kovacs – spoke against**

**Michael Childers – spoke against**

d) Close Public Hearing

**Chairman Seiler closed the public hearing.**

e) Discussion

**Discussion took place**

f) Consider Action

**Commissioner Wixon moved to approve the zoning request, Commissioner Saenz seconded the motion. Motion failed with a five to two vote.**

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Chairman Seiler

ATTEST:

\_\_\_\_\_  
Ellen Pizalate, P & Z Secretary



**Executive Summary**

**April 03, 2014**

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**Agenda Subject:** Consideration and action on a letter agreement between the City of Leander and BLG Hawkes, LLC for 93.4 acres, more or less, generally located approximately 3,500 feet to the west of the intersection of North Bagdad Road and Old 2243 West on the north side of Old 2243 West. Encompassing the property known as the Hawkes Landing Subdivision within the city limits of the City of Leander, Williamson County, Texas.

**Background:** The letter agreement with BLG Hawkes, LLC includes parameters for the storage of fill material on their property during subdivision construction. Currently, the Subdivision Ordinance does not permit the storage of the material unless the property where the material is stored is part of an active phase of development. The developer wishes to store the material in one location and use the material throughout all phases of the development of the project. Staff is currently preparing an amendment to the Subdivision Ordinance to present to City Council that would allow for the storage of fill material with certain terms and conditions.

**Origination:** Applicant/Agent: James Dorney on behalf of BLG Hawkes, LLC.

**Financial Consideration:** None.

**Recommendation:** Staff recommends approval of the letter agreement.

**Attachments:**

1. Hawkes Landing Letter Agreement
2. Exhibit A – Property Description
3. Exhibit B – Proposed Location of Fill Material Storage

**Prepared By:** Tom Yantis, AICP  
Development Services Director

03/26/2014

April 03, 2014

James Dorney  
BLG Hawkes, LLC  
8601 Ranch Road 2222  
Austin, Texas 78730

RE: Storage of Fill Material for the Hawkes Landing Subdivision

Dear Mr. Dorney:

This letter agreement (the "Agreement") sets forth the agreement and understanding between the City of Leander (the "City") and BLG Hawkes, LLC, a Texas limited liability company (the "Developer") related to the storage of fill material on that certain tract or parcel of land being 93.4 acres, more or less, located in Williamson County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"), which is being developed as the Hawkes Landing Subdivision (the "Subdivision"). The City's ordinances provide that a subdivision may not be accepted if fill material is located on the property and that fill material may not be stored on property unless the property is being developed under unexpired construction plans approved by the City. The City staff is preparing an amendment to the City's ordinances that will allow the storage of fill material under certain terms and conditions. The Developer wants to be able to store fill material on the Property and to proceed with construction of the Subdivision prior to the amendment being presented to the City Council, and the City is agreeable to allowing storage of fill material on the Property in accordance with the terms and conditions set forth in this letter agreement.

Notwithstanding City ordinances that may provide otherwise, the Developer may store fill material on the Property during the development of the Subdivision, provided that the Developer complies with the following terms and conditions:

1. The location of the fill material pile will be limited to an approximately 1 acre portion of the Property at the location generally shown on Exhibit B, which is attached hereto and incorporated herein for all purposes.
2. The fill material will consist of earthen material originating from the Property only, shall be and remain free from debris, and shall be suitable for use as fill material on the future phases of the Subdivision. The fill material may not include any material from outside of the Property.
3. The Developer shall comply with the Standard Storm Water Pollution Preventive Practices and other sedimentation and erosion controls adopted by the Texas Commission on Environmental Quality while storing the fill material.
4. The fill material will be placed and stored in such manner so that it is stable, with the side slopes no steeper than a 3:1 (h:v) slope.

5. The fill material will be located so as not to disturb any wetland areas that may exist on the Property, and will be placed in a manner and location so as not to adversely affect the natural course of drainage across the Property or impede drainage from neighboring properties.
6. A letter of credit in an amount equal to the cost of removal of the fill material will be filed with the City prior to storage of any fill material on the Property under this Agreement(the “LOC”). The LOC will be based on an estimate prepared by the Developer’s engineer for the Subdivision and approved by the City Engineer. The letter of credit shall be in a form approved the City Attorney and shall be compliant with City ordinances governing requirements for letters of credit.
7. The height of the fill material pile shall be limited to ten (10’) feet.
8. The location of the fill material must comply with the following setback requirements:
  - a. 400’ setback from major roadways as identified on the Roadway Plan
  - b. 100’ setback from all other roadways platted at the time of the fill material pile approval
  - c. 100’ setback from residential structures
9. Permission to store fill material on the Property set forth in this Agreement will expire and terminate in the event that a preliminary plat, construction plans, or a final plat for any portion of the Property expires.

In the event that the Developer fails to comply with any term or condition of this Agreement or the expiration or termination of permission granted under this Agreement under section 9 above, the Developer shall remove the fill material within fourteen days of the City’s written notice to remove the fill material. The City may withhold future development approvals for the Subdivision and issue stop work orders forwork being done on the Subdivision if the Developer does not remove the fill material within the time set forth in the written notice. In the event the Developer fails to remove the fill material, the City may draw on the letter of credit and use the funds to remove the fill material. The Developer shall reimburse the City for any costs of removing the fill material that exceed the LOC within thirty days of written notice by the City.

This Agreement shall be effective on the date it is approved by the City Council, which date is April 3, 2014, provided that it is executed by both parties.

Sincerely,

Kent Cagle  
City Manager

**AGREED AS TO FORM AND CONTENT:**

BLG Hawkes, LLC

By: \_\_\_\_\_

Name: James Dorney

Title: \_\_\_\_\_

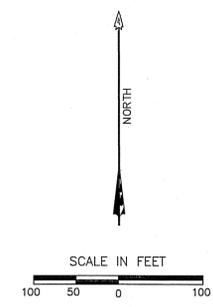
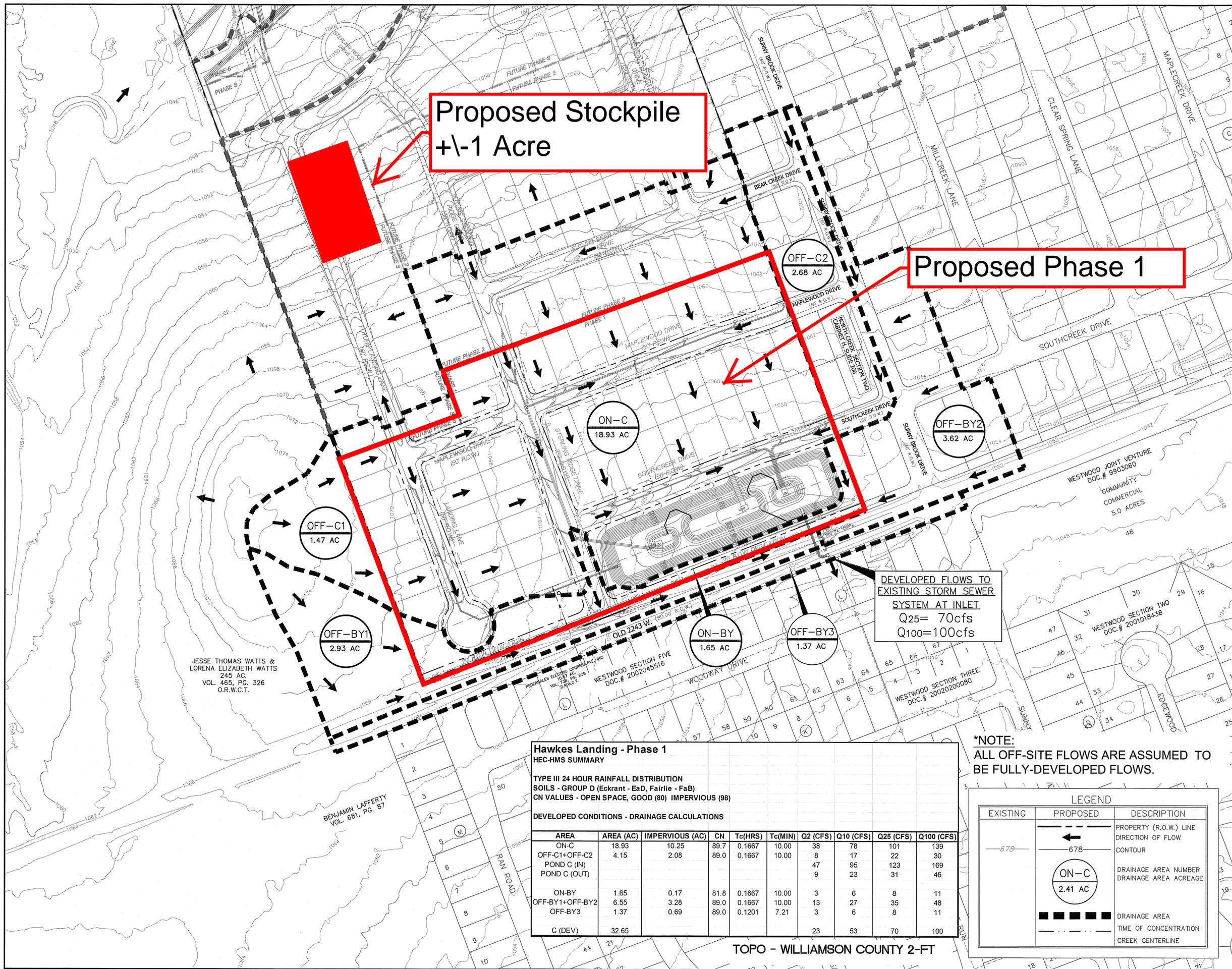
Date: \_\_\_\_\_

**EXHIBIT "A"**

**Description of Property**

**EXHIBIT "B"**

**Authorized Location of Fill Material**



HANRAHAN • PRITCHARD ENGINEERING, INC.  
 CONSULTING ENGINEERS  
 C.T. PE FIRM REG. #4169  
 6303 Cobble Park Drive  
 AUSTIN, TEXAS 78754  
 OFFICE: 512.459.4734 FAX: 512.459.4752  
 info@hpe-eng.com  
**HPE**

**HAWKES LANDING PHASE 1  
 SUBDIVISION IMPROVEMENTS  
 WATER QUALITY / DETENTION  
 DRAINAGE AREA MAP**

The seal appearing on this document was authorized by Stephen Ray Jamison on 11/28/2012  


File: Projects/ HAWKES LANDING PH. 1  
 Job No. 239-01 Snapshot: DEVELOPED  
 Scale (Hor): 1"=100' Scale (Vert):  
 Date: 12/03/13 Checked By: GF Drawn By: GF  
 Revision 1:  
 Revision 2:  
 Revision 3:  
 Revision 4:

**Hawkes Landing - Phase 1  
 HEC-HMS SUMMARY**

TYPE III 24 HOUR RAINFALL DISTRIBUTION  
 SOILS - GROUP D (Eckrant - EaD, Fairlie - FaB)  
 CN VALUES - OPEN SPACE, GOOD (80) IMPERVIOUS (98)

DEVELOPED CONDITIONS - DRAINAGE CALCULATIONS

AREA	AREA (AC)	IMPERVIOUS (AC)	CN	Tc(HRS)	Tc(MIN)	Q2 (CFS)	Q10 (CFS)	Q25 (CFS)	Q100 (CFS)
ON-C	18.93	10.25	89.7	0.1667	10.00	38	78	101	139
OFF-C1+OFF-C2	4.15	2.08	89.0	0.1667	10.00	8	17	22	30
POND C (IN)						47	95	123	169
POND C (OUT)						9	23	31	46
ON-BY	1.65	0.17	81.8	0.1667	10.00	3	6	8	11
OFF-BY1+OFF-BY2	6.55	3.28	89.0	0.1667	10.00	13	27	35	48
OFF-BY3	1.37	0.69	89.0	0.1201	7.21	3	6	8	11
C (DEV)	32.65					23	53	70	100

**\*NOTE:**  
 ALL OFF-SITE FLOWS ARE ASSUMED TO BE FULLY-DEVELOPED FLOWS.

**LEGEND**

EXISTING	PROPOSED	DESCRIPTION
— 678 —	— 678 —	PROPERTY (R.O.W.) LINE
	←	DIRECTION OF FLOW
	○ ON-C	DRAINAGE AREA NUMBER
	○ 2.41 AC	DRAINAGE AREA ACREAGE
	■	DRAINAGE AREA
	—	TIME OF CONCENTRATION
	—	CREEK CENTERLINE

**CAUTION!**  
 CONTRACTOR SHALL LOCATE ALL UTILITIES, BOTH HORIZONTALLY AND VERTICALLY, PRIOR TO ANY SITE WORK BEING DONE. THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGE TO ANY UTILITY, OR ANY CONFLICTS THAT MAY ARISE.

TOPO - WILLIAMSON COUNTY 2-FT



**Executive Summary**

**April 3, 2014**

**Agenda Subject:** Discussion and possible direction to staff regarding a proposal to establish a mobile food trailer on City-owned property at the corner of South St. and Brushy St.

**Background:** The City received a request from the applicant, Mona-Lee D'Aunno to utilize the City-owned lot south of City Hall for a mobile food trailer. This agenda item is intended to allow the Council to provide direction to staff regarding this proposal. If the Council is interested in allowing this use of the City property, staff will work with the applicant and the City Attorney to draft the appropriate agreements for Council consideration.

**Origination:** Applicant: Mona-Lee D'Aunno

**Recommendation:** This item is for Council direction to staff.

**Attachments:**

1. Letter from applicant
2. Map

**Prepared by:** Tom Yantis, AICP  
Director of Development Services

3/26/14

Mona-Lee D'Aunno  
Leander Trolley  
409 Mountain Laurel Drive  
Cedar Park, TX 78613  
512-467-4623

Dear Mr. Tom Yantis;

Thank you for allowing me to speak to the Planning Committee. I am very excited about this joint venture.

Leander has a strong and diverse culture. In order to expand on this culture while keeping our traditions, I propose to put a Food Trolley at the corner of Brushy Creek and W. South Street where the old City Hall Building is. The Leander Trolley will provide lunch for all employees surrounding the area and will also encourage small business growth in Downtown Leander. Create Sustainable business practices, activate public spaces, and promote a Downtown Community. Growing a Downtown atmosphere has been the goal of Leander and I am proud to say I want to be a part this moving forward.

#### **Project Summary**

Provide concessionaire service featuring food and beverages to the general public downtown. I will be using only local small privately owned businesses for my ingredients as well as keeping the cost of goods reasonable. I truly believe quality done correctly does not have to be costly.

#### **Hours of Operation**

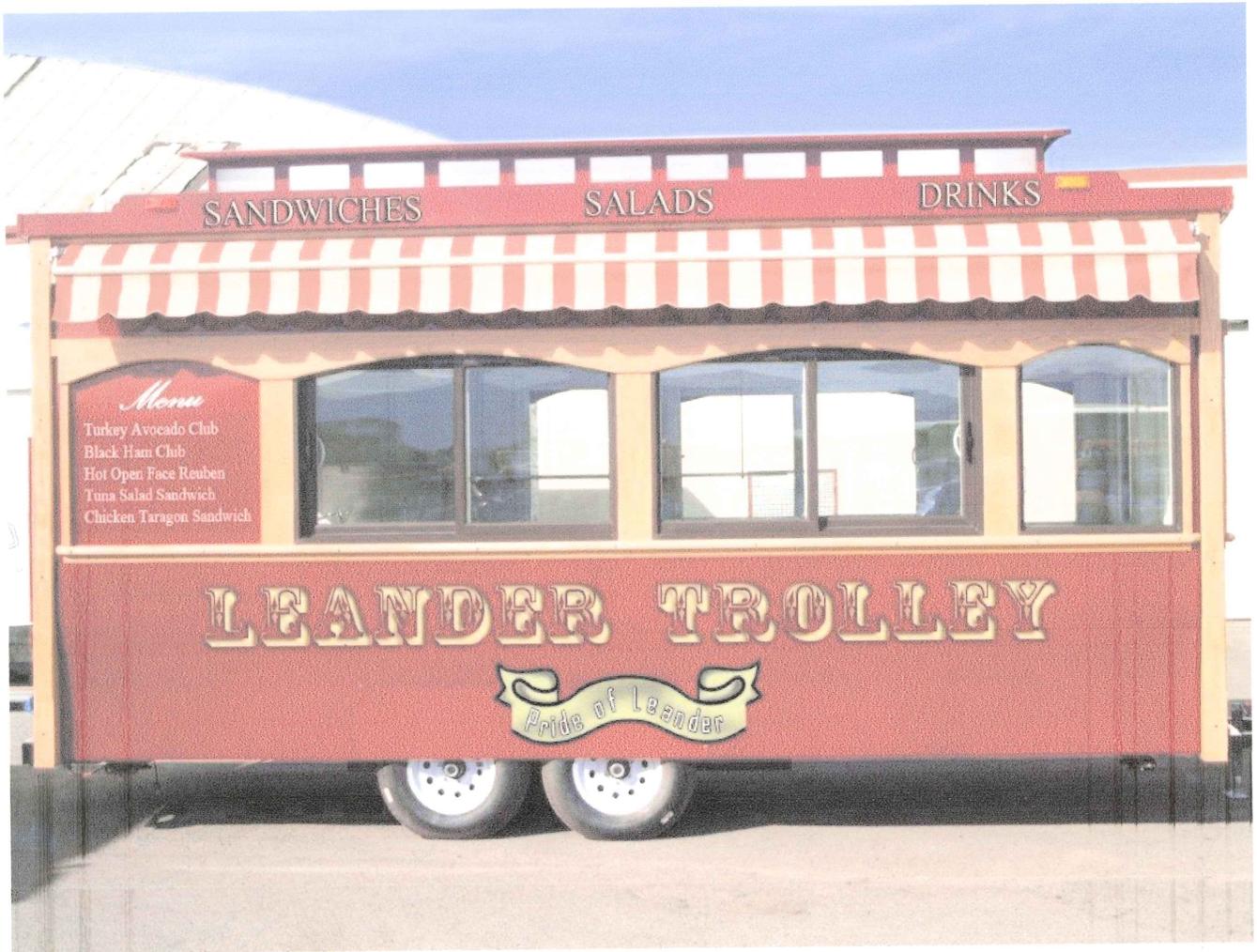
Monday – Friday 11:00 a.m. – 1:00 p.m.

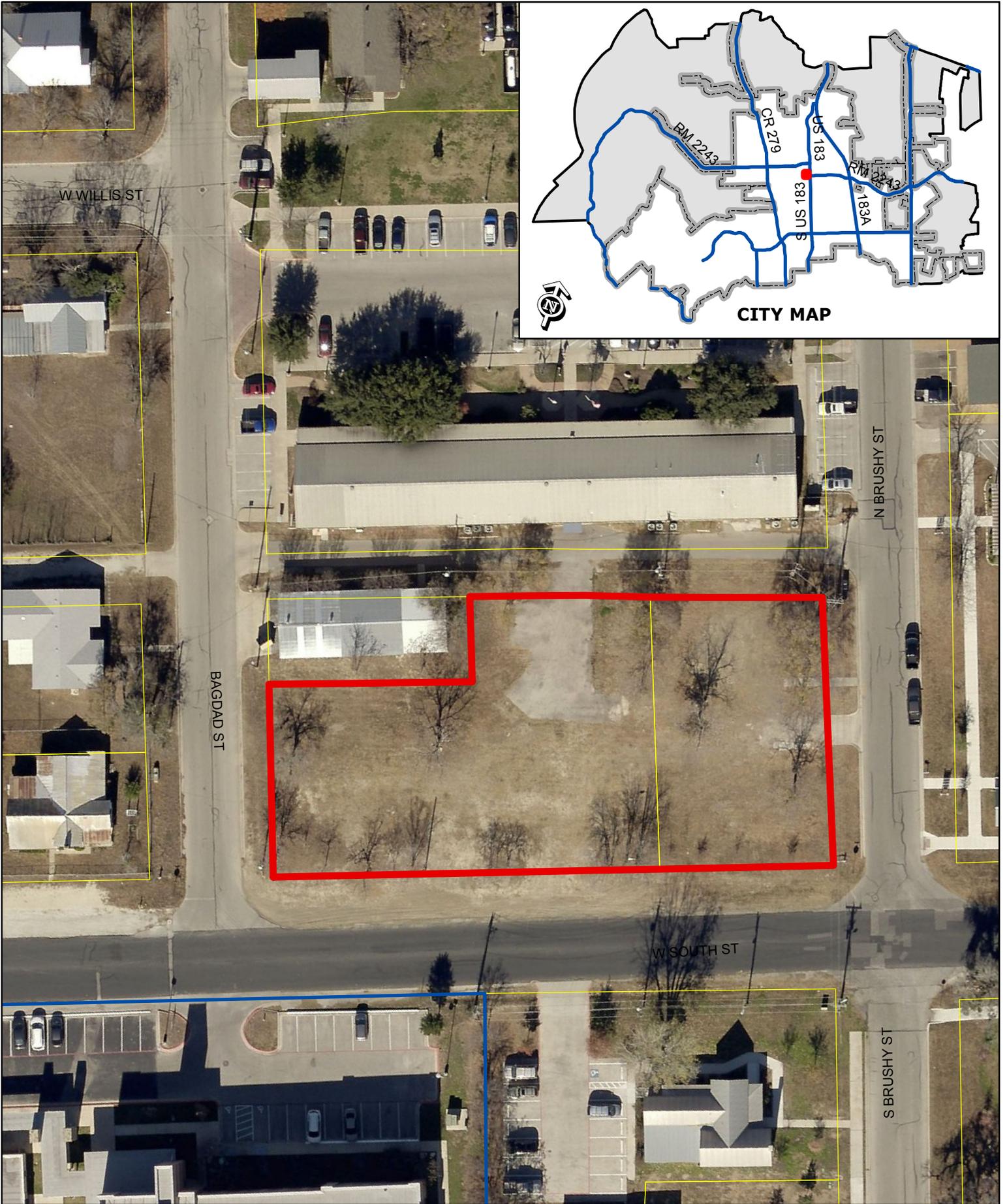
The Food Trolley will be brought to the designated site a little after 10:00 a.m. to start prep work for the lunch crowd and will be hooked up after all cleaning of the trolley and surrounding area.

Special Events of Leander will be an amended proposal and given to the city at least 2 weeks in advance of each event.

#### **Outline of Work**

The concessionaire will be responsible for all aspects of the mobile food service operation, including equipment and supply requisition, preparation and service of foods and beverages clean up and trash disposal and compliance with any state or municipally mandated recycling plan. Concessionaire responsibilities also include but are not limited to: insurance, maintenance of the area surrounding the mobile concession. The Leander Trolley will have all necessary permits as well as keeping in the guidelines of Williamson County for Food Service and Food Trucks.





# PROPOSED FOOD TROLLEY LOCATION

 Subject Property

Aerial Exhibit - Approximate Boundaries



Feet





**Executive Summary**

**April 3, 2014**

**Agenda Subject:** Discussion and possible action to approve a reimbursement agreement with Catalina Ranch, LLC for the oversizing of a wastewater line.

**Background:** The City has requested the developer of the Catalina Ranch subdivision to oversize a wastewater line that will be constructed through the property in order to serve adjacent properties when they develop.

The reimbursement agreement provides for the City to reimburse the developer for the costs associated with oversizing and publicly bidding the project. The reimbursement will be paid from 60% of the wastewater impact fees collected from properties within the Catalina Ranch subdivision and adjacent tracts that connect to the oversized wastewater line.

**Origination:** City of Leander

**Recommendation:** Staff recommends approval of the reimbursement agreement.

**Attachments:**

1. Reimbursement Agreement

**Prepared by:** Tom Yantis, AICP  
Director of Development Services

3/26/14

**REIMBURSEMENT AGREEMENT FOR THE  
CATALINA RANCH WASTEWATER MAIN**

This Reimbursement Agreement for the Catalina Ranch Wastewater Main (the “Agreement”) is made and entered into, effective as of the \_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF LEANDER, TEXAS**, a Texas home rule municipal corporation (the “City”), and **CATALINA RANCH, LLC**, a Texas limited liability company (the “Developer”). The City and the Developer are sometimes referred to herein as the “Parties.” The Parties agree as follows.

**Article I. Purpose; Consideration.**

**1.01.** The Developer owns that certain 31.309-acre tract located in Williamson County, Texas, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the “Property”), which the Developer intends to develop as a single-family subdivision to be known as Catalina Ranch (the “Subdivision”). The City desires to contract with the Developer to oversize a wastewater line as provided herein to serve the City’s customers located outside of the Property, with the City making one or more lump sum payments and/or rebating wastewater impact fees to the Developer as provided herein to offset the costs incurred by the Developer to oversize the wastewater line. The Developer desires that the City’s eminent domain authority be used to acquire easements for the off-site utility project defined in Article III, which will be conveyed to and operated by the City as party of the City’s utility system upon completion, in the event that Developer is unable to acquire such easements.

**1.02.** The City will benefit from this Agreement by virtue of the oversizing of wastewater line as provided herein. The Developer will benefit from the use of the City’s eminent domain authority if needed to acquire easements for the off-site utility project.

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

**Article II. Term; Termination.**

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

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

**Article III. Wastewater Line Project**

**3.01.** The project consists of the construction, installation, and extension of a wastewater gravity line, oversized from eight inches (8”) to twelve (12”) inches in diameter, along the route

approved by the City and generally shown in Exhibit B (the “Project”). The Project includes the wastewater line and those facilities and equipment required for the wastewater line to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards and good design and engineering practices. The Developer shall complete and obtain City acceptance of the Project on or before the second (2<sup>nd</sup>) anniversary of the Effective Date of this Agreement.

#### **Article IV. Project Engineer; Bidding of Project**

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

**4.02.** The Project Engineer will advertise the Project for sealed competitive bids in compliance with Chapter 252 of the Texas Local Government Code based on the City Engineer approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to Developer and the City. The Project will be advertised for bids with an alternate bid for an eight inch (8”) wastewater line (“Alternate #1”) and twelve (12”) inch wastewater line (“Alternate #2”), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Project. The City Engineer shall evaluate the bids for Alternative #1 and Alternative #2 to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations, will be appropriately corrected or rejected by the City.

#### **Article V. Cost of the Project; Reimbursable Costs**

**5.01.** The Developer shall contract for, fund and pay for the design, bidding, contract negotiation, installation and construction of the Project and shall be entitled to rebates, as provided in Article VII below, of one hundred percent (100%) of the Reimbursable Costs (defined in Section 5.02 below) from the City, based on the oversizing of the wastewater line, as provided in Section 4.01 and Section 4.02 above, subject to the provisions and limitations set forth in this Agreement. The Developer shall not receive any rebate or contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property; except that that the Developer shall be eligible to receive wastewater impact fee rebates up to the amount of the Reimbursable Costs for the portion of the Project that is being oversized as provided in Articles IV, V, and VII of this Agreement.

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

(a) the algebraic difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2; provided that all such sums and amounts shall have been paid by the Developer and are reasonable, necessary and documented to and approved by the City Engineer and Director of Development Services, or the City Council, as applicable; and

(b) the actual, reasonable, documented cost incurred by the Developer in competitively bidding the Project in accordance with Section 4.02, up to \$8,000.00; and

(c) a dollar amount equal to  $0.1225 \times$  [the agreed algebraic difference calculated pursuant to (a) above], unless the City reimburses the Developer in the full amount of the Reimbursable Costs set forth in (a) and (b) above within thirty (30) days after the date on which the Developer completes and obtains City acceptance of the Project.

## **Article VI. Additional Agreements and Performance**

**6.01.** The City hereby agrees:

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

(b) to review and approve the plans, specifications and bids for construction of the Project as obtained for and on behalf of the City by the Project Engineer and the Developer, as appropriate;

(c) during the course of the Project, to review, approve and sign necessary and appropriate change orders in a timely manner; to perform all inspections of the Project in a timely manner; and to approve the Project in a timely manner if constructed in accordance with the City approved plans and specifications;

(d) after completion and final acceptance by the City of the Project as constructed, to accept the Project as part of the City's wastewater utility system;

(e) after the Developer completes construction and obtains City acceptance of the Project and upon the Developer completing construction of the initial phase or section of the Subdivision in compliance with this Agreement and the City giving final acceptance of such phase or section of the Subdivision, the City will approve connections to the wastewater system and provide such services within the completed phase or section of the Subdivision on the same terms and conditions as then provided within other areas of the City; and

(f) to review and process the applications made, and the plans and specifications submitted, by the Developer with respect to the Subdivision.

**6.02.** The Developer hereby agrees:

(a) to finance, design, construct and install all required water, wastewater facilities, streets, drainage facilities and other amenities and improvements within the Property, or outside the boundaries of the Property, at Developer's sole cost and expense (collectively, the "Subdivision Improvements"); provided that the Developer shall receive wastewater impact fee reimbursements for the Reimbursable Costs of the Project as provided in this Agreement;

(b) to plan, plat, build-out, and complete development and construct and install the Project and the Subdivision Improvements in compliance with good design and engineering practices, the applicable federal and state laws, rules and regulations, the Code of Ordinances and the rules and regulations of the City, this Agreement, and the environmental regulations otherwise applicable to the Property, as amended from time to time;

(c) to contract with the Project Engineer for the design, preparation of the plans and specifications, and the provision of the services anticipated to be performed by the Project Engineer for the Project pursuant to and in compliance with Article IV;

(d) to review and approve the plans and specifications for the Project (including the estimated cost of the Project), identify any design errors, defects or insufficiencies, and to advise the City Engineer as to any perceived error, defect or insufficiency prior to approving any such plans and specifications;

(e) to work and coordinate with the City, and to assure the improvements constituting the Project are eligible for funding with capital impact fees pursuant to the City's capital impact fee ordinance, prior to the execution of any contract for construction;

(f) to enter into a contract with an appropriate contractor approved by the City pursuant to competitive bids approved by the City and the Developer for construction of the Project;

(g) to pay to the City all fees and charges provided for or established by the codes, ordinances, rules and regulations of the City for or with respect to the development of the Subdivision when due, including, but not limited to, zoning and subdivision application fees, building permit fees, water and wastewater tap and use fees and capital recovery/impact fees; and

(h) to timely perform and complete each task, duty and responsibility of the Developer set forth in this Agreement.

## **Article VII. Collection and Payment of Wastewater Impact Fees**

**7.01.** The Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided wastewater service by the City shall be required to pay the City's wastewater impact fee (the "Wastewater Impact Fee"), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City's capital improvements plan and City ordinance, as amended, from time to time, and that is in effect when the fee is paid. The

Wastewater Impact Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure located thereon is applied for, or, if no building permit is required, then upon the first to occur of the following: (a) the date on which construction of the building or structure is first commenced, (b) the date on which an application is made to the City for a wastewater connection to serve the building or structure, or (c) the date on which wastewater service is requested for the lot, tract or parcel or building site.

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

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

**7.04.** Impact Fee Rebates will be paid by the City to the Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date on which the City receives the Wastewater Impact Fees. The payments will be in an amount equal to sixty percent (60%) of the Wastewater Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Wastewater Impact Fees for the connection of two (2) single-family lots within the Property in November and December 2014, on or before the 15th day of January 2015, the City will pay an Impact Fee Rebate to the Developer (or its assignee) in an amount equal to sixty percent (60%) of the Wastewater Impact Fees for the two (2) single-family lots within the Property plus such other Wastewater Impact Fees as were collected during the prior quarter. As further example, if for the months of January, February and March 2015 the City collects Wastewater Impact Fees for the connection of five (5) single-family lots within the Property, then, on or before April 15, 2015, the City will pay an Impact Fee Rebate to the

Developer in an amount equal to sixty percent (60%) of the Wastewater Impact Fees for the five (5) single-family lots within the Property plus such other Wastewater Impact Fees as were collected during the prior quarter. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Wastewater Impact Fees at such time, if any, as the Developer, its grantees, successors and assigns, have: (i) been paid Wastewater Impact Fees in an amount equal to the Reimbursable Costs of the Project; or (ii) been paid a combination of Wastewater Impact Fees and one or more payments from the City in amounts equal to the Reimbursable Costs of the Project. It is further specifically provided that the Developer shall not receive Impact Fee Rebates at anytime that such are in excess of the Reimbursable Costs of the Project.

### **Article VIII. Eminent Domain**

**8.01.** The Project is necessary and required improvements for the City's wastewater system. The Project is included in the City's Capital Improvement Plan and the cost of the Project is included in the calculation of the City's wastewater impact fees. The City will provide use of all necessary City lands, rights-of-way and easements (as appropriate) and will provide further required easements or lands in fee simple as may be necessary for construction of that part or portion of the Project that is located outside the boundaries of the Property. It is acknowledged there is and exists a public necessity for the Project. The Project will be a City capital improvement project and the City agrees to use its power of eminent domain to acquire such lands or easements as may be necessary for the construction of the Project. The reasonable costs and expenses of the City obtaining any easements and land required for the Project only and located outside the boundaries of the Property shall be paid by the Developer.

### **Article IX. Assignment of Commitments and Obligations**

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

**9.02. Binding Obligations.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. Nothing in this Agreement is intended to impose the Developer's obligations on individual owners that purchase lots within the Subdivision for their personal use.

### **Article X. Default and Related Provisions**

**10.01. Default.** Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be

reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

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

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

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

**10.05. Force Majeure.**

(a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

(b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

(c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

## **Article XI. Notices**

**11.01.** Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

Knight & Partners  
Attn: Paige H. Saenz  
223 West Anderson Lane, #A105  
Austin, Texas 77852

Any notice mailed to the Developer shall be addressed:

Catalina Ranch, LLC  
Attn: Joseph W. Straub  
4408 Spicewood Springs Road  
Austin, Texas 78759

with a copy to:

Armbrust & Brown, PLLC  
Attn: Kevin M. Flahive  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

## **Article XII. Miscellaneous Provisions**

**12.01.** The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and the Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were the Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in

compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, the Developer hereby waives any and all claims or causes of action against the City that the Developer may have for or with respect to any duty or obligation undertaken by the Developer pursuant to this Agreement, including any benefits that may have been otherwise available to the Developer but for this Agreement.

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

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

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

**12.05.** The Effective Date of this Agreement is the date set forth in the first paragraph of this Agreement.

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

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

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

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

- Exhibit A – Property Description
- Exhibit B – General Project Location

[SIGNATURE PAGE FOLLOWS]

EXECUTED in multiple originals this the \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY:**

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

Attest:

By: \_\_\_\_\_  
Name: Debbie Haile  
Title: City Secretary

By: \_\_\_\_\_  
Name: Christopher Fielder  
Title: Mayor

THE STATE OF TEXAS            §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 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

**DEVELOPER:**

**CATALINA RANCH, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Joseph W. Straub, Manager

THE STATE OF TEXAS            §  
  §  
COUNTY OF TRAVIS            §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2014, by Joseph W. Straub, Manager of Catalina Ranch, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT "A"

DESCRIPTION OF PROPERTY



*Baseline Land Surveyors, Inc.*  
8333 Cross Park Drive  
Austin, Texas 78754  
Office: 512.374.9722  
Fax: 512.873-9743

Page 1 of 2

METES AND BOUNDS DESCRIPTION

BEING 30.319 ACRES OF LAND OUT OF THE ANASTASHA CARR SURVEY, ABSTRACT NUMBER 122, IN WILLIAMSON COUNTY, TEXAS, AND BEING COMPRISED OF TWO TRACTS: "TRACT I" BEING 9.998 ACRES OF LAND KNOWN AS LOTS 1 AND 2, G&P SUBDIVISION; A SUBDIVISION OF RECORD IN CABINET BB, SLIDES 250-251 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AS CONVEYED TO CATALINA RANCH, LLC BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2013051315 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND "TRACT II" BEING 20.321 ACRES OF LAND CONVEYED TO CATALINA RANCH, LLC BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2013051496 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the southeast corner of said Lot 1, G&P Subdivision, being the southwest corner of said 20.321 acre tract and being and also being in the north right-of-way line of Williamson County Road Number 179 (R.O.W. varies);

THENCE South 70°05'50" West a distance of 449.95 feet (record: South 72°51'16" West a distance of 450.00 feet) to a 1/2" rebar found for the southwest corner of said Lot 2 of G&P Subdivision, and being the southeast corner of a 58.69 acre tract of land conveyed to Joseph Land & Cattle Company, Ltd. by instrument of record in Volume 2377, page 695 of the Official Records of Williamson County, Texas and also being in the north right-of-way line of said County Road Number 179 bears South 70°05'50" West a distance of 449.95 feet (record: South 72°51'16" West a distance of 450.00 feet);

THENCE North 13°52'26" West (record: North 11°07'12" West), along the west line of Lot 2, G&P Subdivision and the east line of said 58.69 acre tract a distance of 947.60 feet (record: 947.59 feet) to a 1/2" rebar found for the northwest corner of Lot 2, G & P Subdivision and being an angle point in the east line of the 58.69 acre tract;

THENCE North 69°21'22" East (North 72°06'24" East), along the north line of Lot 2, G&P Subdivision and the east line of the 58.69 acre tract a distance of 472.15 feet (record: 472.15 feet) to a 1/2" rebar found for the northeast corner of Lot 2, G & P Subdivision and being in the east line of the 58.69 acre tract and also being in the west line of Lot 10B, Resubdivision of Lot 10, Valley View; a subdivision of record in Cabinet H, Slide 373 of the Plat Records of Williamson County, Texas and Document Number 8643108 of the Official Public Records of Williamson County, Texas;

THENCE South 12°35'30" East (record: South 09°50'27" East), along the east line of Lot 2, G&P Subdivision a distance of 159.17 feet (record: 159.17 feet) to a 1/2" rebar found for the northwest corner of the 20.321 acre tract and being the southwest corner of Lot 10B, Resubdivision of Lot 10, Valley View;

THENCE North 83°32'52" East (record: North 86°16'00" East), along the north line of the 20.321 acre tract, the south line of said Lot 10B and the south line of Lot 10A, Resubdivision of Lot 10, Valley View a distance of 571.55 feet (record: 571.66 feet) to a 1/2" rebar found for the southeast corner of said Lot 10A, Resubdivision of Lot 10, Valley View and also being the southwest corner of Lot 9, Valley View, a subdivision of record in Cabinet C, Slides 382-383 of the Plat records of Williamson County, Texas;

THENCE North 69°09'19" East (record: North 71°50'00" East), along the north line of the 20.321 acre tract and the south line of said Lot 9 and Lot 8, Valley View a distance of 660.00 feet (record: 660.00 feet) to a 1/2" rebar set with plastic cap, which reads "BASELINE, INC." for the northeast corner of the 20.321 acre tract and being the southeast corner of said Lot 8, Valley View and also being in the west line of a 15.00 acre tract of land conveyed to The Journey Bible Fellowship by instrument of record in Document Number 2008052621 of the Official Public Records of Williamson County, Texas;

THENCE South 20°58'42" East (record: South 18°18'00" East), along the east line of the 20.321 acre tract and the west line of said 15.00 acre tract a distance of 659.42 feet (record: 659.27 feet) to a 1/2" rebar set with plastic cap, which reads "BASELINE, INC." for the southeast corner of the 20.321 acre tract and being the southwest corner of the 15.00 acre tract and also being in the north right-of-way line of County Road Number 179;

THENCE along the south line of the 20.321 acre tract and the north right-of-way line of Williamson County Road Number 179 the following four (4) courses:

1. South 69°00'34" West a distance of 660.00 feet (record: South 71°40'28" West a distance of 660.00 feet) to a 1/2" rebar set with plastic cap, which reads "BASELINE, INC.";
2. South 69°20'34" West a distance of 424.02 feet (record: South 72°01'00" West a distance of 424.02 feet) to a 1/2" rebar found;
3. South 84°23'59" West a distance of 37.06 feet (record: South 87°05'00" West a distance of 37.06 feet) to a 1/2" rebar set with plastic cap, which reads "BASELINE, INC.";
4. South 70°01'56" West a distance of 209.82 feet (record: South 72°42'21" West a distance of 209.85 feet) to the POINT OF BEGINNING.

This parcel contains 30.319 acres of land, more or less, out of the Anastasha Carr Survey, Abstract Number 122 in Williamson County, Texas. Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83.

*Ron Wallace* 8.30.13  
Ronnie Wallace Date  
Registered Professional Land Surveyor  
State of Texas No. 5222



EXHIBIT "B"

GENERAL LOCATION OF PROJECT

 <p>GRAY ENGINEERING 1834 N. Central Expressway Suite 100 Frisco, Texas 75034 Phone: 972.291.9933 Fax: 972.291.9934 Toll Free: 877.468.4274</p>	<p>PROJECT NO. 1812-10627 DESIGNED BY: CMB DATE: DEC. 2013 CHECKED BY: CMB SCALE: 1" = 100'</p>	<p>NO. BY DATE REVISION DESCRIPTION</p>	<p>PRELIMINARY PLANS CATALINA RANCH PHASE ONE</p>	<p>OVERALL WASTEWATER COLLECTION PLAN</p>	<p>NOTICE: THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. THE DESIGNER ASSUMES NO LIABILITY FOR A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.</p>		<p>SHEET 7 OF 9</p>
	<p>PROJECT NO. 1812-10627 DESIGNED BY: CMB DATE: DEC. 2013 CHECKED BY: CMB SCALE: 1" = 100'</p>						





**Executive Summary**

**April 3, 2014**

**Agenda Subject:** Discussion and possible direction to staff regarding a proposal to establish a Public Improvement District (PID) and a TIRZ development and reimbursement agreement for the Oak Creek project.

**Background:** The City Council conducted a workshop on December 5, 2013 to discuss public improvement districts and the potential to create a PID for two specific projects. One of those projects was the Oak Creek development near the intersection of 183 and San Gabriel Blvd. Since that meeting, the Oak Creek project has continued to progress with applications for zoning and preliminary plat. The developers of Oak Creek have also met with staff to discuss their proposal to create a PID on the property and to enter an agreement for TIRZ reimbursements for certain infrastructure improvements associated with the project.

This agenda item is intended to allow the applicant to present their proposal for the PID and TIRZ agreements and for the Council to provide direction to staff prior to the next steps being taken to formalize the agreements.

**Origination:** Applicant: Sentinel/Cotter Leander, LLC

**Recommendation:** This item is for Council direction to staff.

**Attachments:**

1. PID and TIRZ proposal

**Prepared by:** Tom Yantis, AICP  
Director of Development Services

3/26/14



METCALFE WOLFF  
STUART & WILLIAMS, LLP  
Attorneys at Law

March 17, 2014

Board of Directors  
Tax Increment Financing Reinvestment Zone No.1  
200 W. Willis  
PO Box 319  
Leander, TX 78646

City of Leander  
Attn: Tom Yantis  
104 North Brushy  
Leander, TX 78641

Re: Proposed Oak Creek Subdivision consisting of approximately 150 acres located in Leander, Texas (the "Project"); Request for Reimbursement from TIRZ funding; Request for creation of Oak Creek Public Improvement District ("PID") and related PID bond issuance.

Dear Board of Directors and Mr. Yantis:

Our firm represents Sentinel/Cotter Leander, LLC (the "Owner"), the owner of the above-described Project. The Project is located within boundaries of the Transportation Oriented Development District ("TODD") and the City of Leander, Texas Reinvestment Zone Number One ("TIRZ") (See attached map).

Prior to this submission of this Development Agreement Application, the Owner has submitted a plat application and a zoning application (PUD zoning) for the Property.

This Development Agreement Application is being submitted by Owner to request the following items:

1. Reimbursement from the TIRZ for the improvements and infrastructure described on Exhibit 2 attached hereto. Please note that the estimated TIRZ eligible costs described on Exhibit 2 include estimated project management, soft cost and contingency amounts. It is anticipated that the TIRZ Board, City and Owner would enter into a Development and Reimbursement Agreement which would set forth the terms under which Owner would be reimbursed from the TIRZ as certain improvements are constructed.
2. Formation of a Public Improvement District (See PID Petition enclosed herein) and issuance of PID bonds to fund the PID eligible improvements and infrastructure described on Exhibit 1 attached hereto. Also included as Exhibit C is a brief summary of the terms of the PID.

We intend for the final creation of the PID (and possibly the issuance of PID bonds to occur simultaneously with the final approval of PUD zoning.



Board of Directors  
Mr. Tom Yantis  
March 17, 2014

Upon your review of the enclosed materials, our firm, together with the Owner and other members of the development team would welcome a meeting with the key members of City staff to discuss the Development Agreement Application and other requests pertaining to this Project.

In the interim, if you have any questions or need additional information, please feel free to contact me.

Sincerely,

Talley Williams

Metcalfe Wolff Stuart & Williams, LLP

**EXHIBIT 1**  
**SENTINEL/COTTER LEANDER, LLC - OAK CREEK**  
**LEANDER PUBLIC IMPROVEMENT DISTRICT #1**  
**ESTIMATED PID FUNDED COSTS**  
**3/3/2014**

Section/Category	Net PID Eligible Costs
<b>East West Street Improvements</b>	
Streets	\$ 309,903
Water	\$ 99,808
Sewer	\$ 133,981
Drainage	\$ 162,632
ESC	\$ 41,165
<b>Total</b>	<b>\$ 747,489</b>
<b>North-South Street Improvements</b>	
Streets	\$ 971,910
Water	\$ 179,663
Sewer	\$ 185,149
Drainage	\$ 1,397,676
ESC	\$ 41,165
<b>Total</b>	<b>\$ 2,775,563</b>
<b>Landscaping</b>	
Primary Entry Feature - San Gabriel Parkway	\$ 143,239
Secondary Entry Feature	\$ 20,323
Neighborhood Entry Features	\$ 24,387
Native Area Revegetation	\$ 59,826
Lake Treatments	\$ 101,613
Pond Aeration	\$ 5,081
Mail Service	\$ 106,694
Trailheads	\$ 13,718
<b>Total Landscaping</b>	<b>\$ 476,947</b>
<b>Total PID Funded Costs</b>	<b>\$ 4,000,000</b>

**EXHIBIT 2**  
**SENTINEL/COTTER LEANDER, LLC - OAK CREEK**  
**LEANDER PUBLIC IMPROVEMENT DISTRICT #1**  
**ESTIMATED TIRZ ELIGIBLE COSTS**  
**3/3/2014**

Construction Section	TIRZ - Water Transmission	TIRZ - Wastewater Laterals/Main Collectors	TIRZ - Water Quality Treatment Facilities	TIRZ - Transportation Required Roadways	TIRZ - Design Enhancements	Total TIRZ
Phase 2 (West Side Homes)	\$ 681,791	\$ 564,767	\$ 193,500	\$ 874,333		\$ 2,314,390
Phase 3 (West Side Homes)	\$ 680,707	\$ 585,835	\$ 193,500	\$ 1,375,667		\$ 2,835,710
Phase 4	\$ 153,246	\$ 149,398	\$ -	\$ -	\$ -	\$ 302,643
Enhanced Bridge Treatment					\$ 154,800	\$ 154,800
Project Total	\$ 1,515,744	\$ 1,300,000	\$ 387,000	\$ 2,250,000	\$ 154,800	\$ 5,607,544

Exhibit C

**TERM SHEET  
CITY OF LEANDER, TEXAS  
OAK CREEK PUBLIC IMPROVEMENT DISTRICT  
3/3/14**

It is requested that the following limitations and performance standards shall apply to the Oak Creek Public Improvement District (the "PID"):

**FINANCING CRITERIA**

- |  |              |
|--|--------------|
| 1. Maximum total indebtedness:   | \$5,000,000  |
| 2. Maximum annual assessment rate as equivalent tax rate:  | \$0.214      |
| 3. Maximum construction costs to be funded*:   | \$4,000,000* |
| 4. Minimum appraised value to lien ratio at date of each bond issue:   | 3:1          |
| 5. Maximum annual permitted increase in annual assessment:   | 2%           |
| 6. Maximum years of capitalized interest for each bond issue :   | 2            |
| 7. Maturity for each series of bonds (to extent allowed by law):   | 30 years     |
| 8. The aggregate principal amount of bonds required to be issued shall not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 2 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of actual Bond issuances. |              |

**MISCELLANEOUS**

1. The PID may seek bond issues in advance of construction of the Project subject to compliance with these standards. No PID bonds will be issued without the approval by the City of Leander ("the City") of a Service and Assessment Plan for the District.
2. No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund the PID.



**Executive Summary**

**April 3, 2014**

**Agenda Subject:** Discussion and possible action to approve the third amendment to the Nameless Valley Ranch Development Agreement.

**Background:** The applicant has proposed the third amendment to the development agreement to reflect the PUD zoning for the project as approved by City Council on first reading March 20, 2014.

The original agreement was approved May 3, 2012. It was amended on November 1, 2012. The agreement was assigned to Taylor Morrison of Texas, Inc. on December 20, 2012 and subsequently to Travisso, Ltd. on May 16, 2013 at which time a second amendment was also approved.

As discussed at the March 20, 2014 City Council meeting at the first reading of the PUD ordinance, staff has incorporated in this amendment the requirement for the developer to construct sidewalks along RM 1431 in the future at such time as TXDOT provides areas for pedestrian facilities.

**Origination:** Applicant: Travisso, LTD (Taylor Morrison Homes of Texas, Inc)

**Recommendation:** Staff recommends approval of the amendment.

**Attachments:**

1. Third amendment to Development Agreement
2. Original Development Agreement

**Prepared by:** Tom Yantis, AICP  
Director of Development Services

3/26/14

**THIRD AMENDMENT TO THE  
DEVELOPMENT AGREEMENT  
FOR THE NAMELESS VALLEY RANCH**

This Third Amendment to the Development Agreement-Nameless Valley Ranch (this "Third Amendment") is made and entered into as of \_\_\_\_\_, 2014, by and between the **City of Leander**, a Texas home-rule municipal corporation (the "**City**"), and **Travisso, Ltd.**, a Texas limited partnership ("**Owner**"). The City and Developer are sometimes referred to herein collectively as the "**Parties**".

**RECITALS**

**Whereas**, the City and Lookout Partners, L.P. ("**Lookout**"), a Texas limited partnership, and Key-Deer Holdings, L.P. ("**Key-Deer**"), a Texas limited partnership, each acting by their General Partner, Morningside Land & Cattle Company ("**Morningside**"), a Texas limited liability company, entered into the Development Agreement-Nameless Valley Ranch, effective as of the May 3, 2012, and that First Amendment to the Development Agreement dated as of November 1, 2012;

**Whereas**, Taylor Morrison of Texas, Inc., a Texas corporation ("**Taylor Morrison**") purchased and acquired the Property and the rights, titles and obligations of Lookout, Key-Deer and Morningside (hereinafter referred to collectively as the "**Morningside Parties**") under the Development Agreement, as amended; and on December 20, 2012, the City Council authorized and approved the assignment of the Development Agreement, as amended, and all the rights, titles and obligations of the Morningside Parties pursuant to the Development Agreement, as amended, to Taylor Morrison;

**Whereas**, Owner, an affiliate of Taylor Morrison, purchased and acquired the Property and the rights, titles and obligations of Taylor Morrison under the Development Agreement, as amended; and on or about May 16, 2013, the City Council authorized and approved the assignment of the Development Agreement, as amended, and all the rights, titles and obligations of Taylor Morrison pursuant to the Development Agreement, as amended, to Owner;

**Whereas**, the City and Owner entered into the Second Amendment to the Development Agreement dated May 16, 2013, and the Second Addendum to the Development Agreement dated November 15, 2013;

**Whereas**, the Development Agreement-Nameless Valley Ranch, the First Amendment, the Second Amendment, and the Second Addendum are herein referred to, collectively, as the "**Agreement**"; and

**Whereas**, the Parties desire to further amend the Agreement to reflect the City Council's adoption of an ordinance rezoning the Property as planned unit development district and to provide that such ordinance shall govern development of the Property,

rather than the Use Map, attached to the Agreement as Exhibit “B”, and the Zoning Map attached to the Agreement as Exhibit “B-1”.

## **AGREEMENT**

For and in consideration of the mutual promises, covenants, obligations, and benefits described in this Third Amendment the City and Developer hereby contract, covenant and agree as follows:

### **Section 1. Definitions.**

(a) All terms delineated with initial capital letters but not defined in this Third Amendment will have the meaning ascribed to such terms in the Agreement.

(b) The definition of “**Applicable Requirements**” in Article I of the Agreement is hereby deleted and replaced with the following:

“Applicable Requirements” means and includes the applicable federal and state laws, rules and regulations, and the Environmental Regulations, as they exist from time to time during the Term of the Agreement. Such term also means and includes the applicable provisions of the City Charter, the City Code, and the Land Development Regulations, Ordinances and Environmental Regulations of the City, as they exist on the Effective Date including, but not limited to, authorized amendments adopted by the City in compliance with Section 3.15, and the PUD Ordinance.

(c) A definition of “**PUD Ordinance**” is added to Article I of the Agreement as follows:

“PUD Ordinance” means Ordinance No. \_\_\_\_\_ amending the zoning ordinance by rezoning the Property, including the ETJ Land and the In-City Land, to planned unit development district.

(d) The definition of “**Use Map**” in Article I of the Agreement is hereby deleted and replaced with the following:

“Use Map” means the Conceptual Site Layout and Land Use Plan for the PUD, as defined in and attached to the PUD Ordinance.

(e) The definition of “**Zoning Map**” in Article I of the Agreement is hereby deleted and replaced with the following:

“Zoning Map” means the Conceptual Site Layout and Land Use Plan for the PUD, as defined in and attached to the PUD Ordinance.

**Section 2. Land Use.** Article II of the Agreement is hereby amended as follows:

(a) Section 2.01 of the Agreement is hereby deleted in its entirety and replaced with the following:

**Section 2.01. Uses and Densities.**

- (a) The Concept Plan shall be used, applied and accorded the entitlements provided for concept plans in the Applicable Regulations.
- (b) On May 17, 2012, the City Council approved Ordinance No. 12-023-00 annexing the ETJ Land into the City. On \_\_\_\_\_, 2014, the City Council approved the PUD Ordinance. The use of land within the Property shall be governed by the PUD Ordinance.
- (c) In the event of any conflict between the Applicable Requirements, and the Concept Plan, save and except as specifically provided in the Agreement, as amended, the Applicable Requirements shall control. In the event of any direct conflict between the Applicable Requirements and the Agreement, the Agreement, as amended, shall control. Unless specifically modified by the PUD ordinance, the Applicable Requirements shall control.

(b) Section 2.03 of the Agreement is hereby deleted in its entirety and replaced with the following:

**Section 2.03. Municipal Services Plan.** The Municipal Service Plan agreed to and accepted by Owner with respect to the annexation of the ETJ Land, attached as **Exhibit "C"**, shall be applicable to the ETJ Land. The Developer accepts and agrees to develop the Property in accordance with the PUD Ordinance.

**Section 3. Site Development, Applicable Ordinances and Related Matters.** Article III of the Agreement is hereby amended as follows:

(a) Section 3.03 of the Agreement is hereby deleted in its entirety and replaced with the following:

**Section 3.03. Concept Plan and Zoning Ordinance.** In the event of a conflict between the Concept Plan and the PUD Ordinance with regard to the location of land uses the PUD Ordinance shall control.

(b) Section 3.13 of the Agreement is hereby deleted in its entirety and replaced with the following:

**Section 3.13. Landscaping and Sidewalks.**

- (a) Owner shall provide landscaping in the Property that equals or exceeds the requirements provided in the Applicable Requirements, subject to the variances obtained pursuant to this Agreement, and provided that in no event shall there be any variance from the requirements of the water conservation ordinance or drought contingency plan. Owner shall obtain a license agreement from the City for landscaping that will be located within any right-of-way or property that is dedicated to the City. A property owners association shall be established as provided in this Agreement and required to maintain all such landscaping.
- (b) Owner shall not be obligated to construct sidewalks along the portions of RM 1431 abutting the Property in accordance with the Applicable Requirements unless and until such time that the Texas Department of Transportation improves RM 1431 in such areas abutting the Property for the purpose of providing areas for pedestrian facilities, at which time Owner shall be obligated to install and complete sidewalks along the portions of RM 1431 abutting the Property in a timely manner.

**Section 4. Owner Obligations.** Section 5.01 of the Agreement is hereby deleted in its entirety and replaced with the following:

**Section 5.01. Owner Obligations.** The Owner will comply with and perform each of the duties and responsibilities required by this Agreement to be performed by Owner. Owner shall develop the Property in compliance with the PUD Ordinance, the Concept Plan, and the Applicable Requirements. The Property will be developed in phases consistent with the approved Preliminary Plats and Final Plats (as those terms are defined in the Applicable Requirements) of the Property. Amendment of the zoning or the subdivision plats approved for the Property shall be subject to the process, notice, hearings and procedures provided by the Applicable Requirements. The Property will be developed and occupied for permitted uses, in compliance with the PUD Ordinance, Applicable Requirements, and good engineering practices.

**Section 5. Commercial Retail and/or Office Development.** Section 10.08 of the Agreement is hereby deleted in its entirety.

**Section 6. Exhibits.** Section 12.23 of the Agreement is hereby amended to delete Exhibit "B"-Use Map and Exhibit "B-1"-Zoning Map, and those exhibits are hereby deleted in their entirety.

**Section 7. Entire Agreement.** This Third Amendment, together with the Agreement, sets forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

**Section 8. Binding Effect.** This Third Amendment will extend to and be binding upon and inure to the benefit of the parties hereto their respective successors and permitted assigns.

**Section 9. Effect of Amendment.** The parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Third Amendment and the Agreement, this Third Amendment will control and modify the Agreement.

**Section 10. Counterparts.** This Third Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

**In Witness Whereof**, this instrument is executed and in effect as of \_\_\_\_\_.

**City of Leander**

**Attest:**

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

\_\_\_\_\_  
Debbie Haile, City Secretary

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

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2014,  
by Kent Cagle, City Manager, City of Leander, Texas, on behalf of the City.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**TRAVISSO, LTD.,**  
a Texas limited partnership

**By: TMC TRAVISSO GP, LLC,**  
a Texas limited liability company,  
its general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Vice President

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

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2014,  
by \_\_\_\_\_ as Vice President of TMC Travisso GP, LLC, a Texas  
limited liability company, general partner of Travisso, Ltd., a Texas limited partnership,  
on behalf of said limited liability company and limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

## DEVELOPMENT AGREEMENT - NAMELESS VALLEY RANCH

THE STATE OF TEXAS   §  
  §  
COUNTY OF TRAVIS   §

This **Development Agreement - Nameless Valley Ranch** (“**Agreement**”) is made and entered into by and between the **City of Leander, Texas**, a home-rule municipal corporation, acting by and through its authorized City Manager (the “**City**”); and **Lookout Partners, L.P.**, a Texas limited partnership, and **Key-Deer Holdings, L.P.**, Texas limited partnership, each acting by their General Partner, Morningside Land & Cattle Company, LLC, a Texas limited liability company (collectively, the “**Owner**” as hereinafter defined). The City and Owner are sometimes referred to collectively as the “**Parties**”, and individually as a “**Party**”.

### RECITALS

A. Owner owns approximately 2,118.6 acres of land, more or less, located in Travis County, Texas, described in the attached **Exhibit “A”** (the “**Property**”) and shown on the Map attached as **Exhibit “A-1”**. Approximately 1,829.9 acres of land within the Property (the “**ETJ Land**”) are located wholly within the City’s extraterritorial jurisdiction (“**ETJ**”) and not within the ETJ or corporate limits of any other municipality. The remaining 288.7 acres of land within the Property are located within the corporate limits of the City (the “**In-City Land**”).

B. Owner plans to develop the Property as a mixed use development project, as provided in this Agreement, and as generally shown on **Exhibit “A-1”** as the Concept Plan. The use of the ETJ Land as generally shown on the Concept Plan was planned by Owner before February 1, 2012. In this regard, Owner has filed completed applications for approval of the Concept Plan, Parks Plan, Traffic Impact Analysis, and Zoning Map (as such terms are hereinafter defined) with respect to the planned use of the ETJ Land before the date annexation proceedings were instituted by the City with respect to the ETJ Land.

C. The City holds a Certificate of Convenience and Necessity for water service (the “**Water CCN**”) and Certificate of Convenience and Necessity for sewer service (the “**Sewer CCN**”) issued by the Texas Commission on Environmental Quality (the “**TCEQ**”) or a predecessor agency, recognizing the City’s right to provide retail water and sewer service to the Property.

D. The City shall be the exclusive retail provider of water and wastewater service to the Property.

E. The Property is not currently served by water, wastewater, drainage facilities, roads, or parks and recreation facilities, and, excluding parks and recreation facilities within the City and roads abutting the Property, there are no such facilities located upon the Property.

F. The City and Owner desire to establish the agreed components of the water, wastewater, streets, parks, drainage and other infrastructure required for the development of the Property pursuant to the Concept Plan and the Applicable Requirements, and the agreed process for the construction, conveyance, and financing thereof on the terms and conditions set forth in this Agreement.

G. Owner confirms the prior request made to the City to annex the Property at the earliest time possible in compliance with the Applicable Requirements, to enable the Owner to obtain the benefits of this Agreement, secure City agreement to provide certain rebates to Owner in connection with the conveyance and financing of the Public Improvements (hereinafter defined), and define, protect and clarify certain approvals to be provided by the City with respect to the development of the Property pursuant to the Concept Plan and this Agreement.

H. The City and Owner desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner, for a period of years; and to identify planned land uses and permitted intensity of development of the Property before and after annexation as provided in this Agreement, which is promulgated under the City Charter of the City (“City Charter”), and state law, including, but not limited to *Section 212.172, Texas Local Government Code*.

*I. The Parties mutually agree and recognize the Owner has vested rights pursuant to Chapter 245, Texas Local Government Code, to develop the ETJ Land in compliance with the Concept Plan and Use Map (as hereinafter defined); and, after annexation, the City may not prohibit Owner from beginning to use the ETJ Land in the manner planned for the ETJ Land in the Concept Plan and Use Map, save and except by approving a modified Concept Plan and Zoning that is accepted by Owner. Further, the Concept Plan has been approved by the City Council and is applicable to the entire Property; however, notwithstanding any other term or provision of this Agreement, the City Council reserves its legislative discretion with respect to the Zoning Map; and, if the Zoning Map is not approved with respect to the In-City Land to provide for the uses and densities set out in the Concept Plan and Use Map, this Agreement shall be amended to make such adjustments as are required to address the approved zoning of the In-City Land.*

J. This Agreement is entered into pursuant to the provisions of the City Charter and applicable Texas law including, without limitation, Section 212.172, Texas Local Government Code.

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

## **ARTICLE I DEFINITIONS**

**Section 1.01. Terms Defined in this Agreement.** In this Agreement, each of the following terms shall have the meanings indicated:

“Applicable Requirements” means and includes the applicable federal and state laws, rules and regulations, and the Environmental Regulations, as they exist from time to time during the Term of this Agreement. Such term also means and includes the applicable provisions of the City Charter, City Code, and the Land Development Regulations, Ordinances, and Environmental

Regulations of the City, as they exist on the Effective Date of this Agreement, including, but not limited to, authorized amendments adopted by the City in compliance with Section 3.15.

“Association” means the property owners association (whether one or more) created by Owner with respect to the Property as provided in Section 9.04.

“City” means the City of Leander, Texas.

“City Code” means the Code of Ordinances of the City, together with all related administrative rules and technical criteria manuals.

“City Council” means the governing body of the City.

“City Improvements” shall have the meaning set forth in Section 6.02.

“City CIP” means the capital improvement plan dated May 3, 2012, adopted by the City pursuant to *Chapter 395, Tex. Loc. Gov’t. Code*, as amended from time to time, for the purpose of establishing impact fees for water and wastewater facilities.

“City Wastewater Facilities” means the wastewater facilities that are included in the City CIP and required by the City to be provided or constructed by Owner, for which Owner will be eligible to receive Impact Fee Rebates as provided in this Agreement. The City Wastewater Facilities are the facilities more particularly described and listed in Section 6.02(b) hereof.

“City Water Facilities” means the water facilities that are included in the City CIP and required by the City to be constructed by Owner, for which Owner will be eligible to receive Impact Fee Rebates as provided in this Agreement. The City Water Facilities are the facilities more particularly described and listed in Section 6.02 (a) hereof.

“Concept Plan” means the approved conceptual site layout and land use plan of the Property, approved pursuant to the Land Development Regulations and attached hereto as **Exhibit “A-1”**.

“Environmental Regulations” shall mean any Applicable Requirements, which regulate water quality, air quality, use of natural resources, land conservation, wildlife conservation, or other environmental matters.

“ETJ” has the meaning set forth in the recitals to this Agreement.

“Impact Fee” means a fee established from time to time by the City CIP, as amended, pursuant to *Chapter 395, Texas Local Government Code*, or other then applicable legal authority, for connection to or use of the City water system or the wastewater system, intended to recoup costs of the water and wastewater projects that are listed and included on the City CIP, as amended.

“Initial Project Phase” means final plat approval of the initial phase of residential lot construction within the Property consisting of at least 200 single-family lots.

“Land Development Regulations” means Chapter 3 (Building Regulations), Chapter 10 (Subdivision Regulation), Chapter 14 (Zoning) of the City Code, the Applicable Requirements,

12/11  
R/C

and all other chapters, sections and provisions of the City Code and ordinances that are applicable to buildings and construction or the platting, development, use or occupancy of land.

“LCRA” means the Lower Colorado River Authority.

“Major Land Use Category” or “Major Land Use Categories” means the major land use categories for land within the Property, as set forth on the approved Concept Plan and Zoning Map, or otherwise required by the terms and provisions of this Agreement.

“Municipal Services Plan” means the approved municipal services plan for the Property upon annexation by the City attached hereto as **Exhibit “C”**.

“Notice” shall have the meaning set forth in Section 12.11.

“Ordinances” shall mean the ordinances of the City.

“Owner” means collectively Lookout Partners, L.P., and Key-Deer Holdings, L.P., each a Texas limited partnership, and each by its General Partner, Morningside Land & Cattle Company, LLC, William R. Hinckley, Manager, its successors and assigns, and, except when inconsistent with the context in which the word “Owner” is used, its respective affiliates that purchase a portion of the Property for purposes of development.

“Parks Plan” means the approved parks plan for the Property attached hereto as **Exhibit “D”**.

“Planning Commission” means the commission established by Section 10.04 of the City Charter.

“Project Improvements” shall have the meaning set forth in Section 6.03.

“Public Improvements” shall have the meaning set forth in Section 6.01(b).

“Reimbursable Costs” means the documented dollar amount of the bid amounts actually expended for constructing the Public Improvements, provided the bids and change orders are approved in advance by the City Engineer and Director of Development Services. If not approved by the City Engineer and Director of Development Services, Owner may appeal to the City Manager and thereafter to the City Council. The Reimbursable Costs shall also include the reasonable, approved total cost of the following:

- (i) the surveying costs;
- (ii) the cost of soils and materials testing;
- (iii) the engineering fees relating to the Public Improvements;
- (iv) advertising and other costs associated with public bidding and award of construction contracts;
- (v) the documented cost of required easements and rights-of-way located outside of the Property, but not including any easement or right-of-way required on any land that is owned by Owner or an affiliate of Owner; and

- (vi) any other necessary out-of-pocket costs expended in connection with constructing and installing the Project(s);

provided that all such sums and amounts shall be reasonable, required for the Public Improvements and documented to and approved by the City Engineer and Director of Development Services. If the City Engineer or Director of Development Services refuse to approve a bid, change order, or cost described above, then Owner may appeal such determination to the City Manager, and if the City Manager does not approve a bid, change order or cost described above, then Owner may appeal such determination to the City Council. The costs of a component of the Public Improvements shall not be a Reimbursable Cost until such component is accepted by and dedicated to the City.

“Recreational Facilities” means parks, landscaping, parkways, green belts, functionally related sidewalks, trails, public beautification projects, and recreational equipment and facilities.

“Tax Rebate Amount” means the portion of ad valorem taxes on real property within the Property that is received by the City each year during the Tax Rebate Period, as defined in Section 10.07. The Tax Rebate Amount for a single year shall mean the Tax Rebate Amount actually received by the City for such year during the Tax Rebate Period. The Tax Rebate Amount shall be paid annually, on or before June 30<sup>th</sup> of each year.

“Term” has the meaning set forth in Section 12.02.

“Use Map” means the map attached as **Exhibit “B”**, which is consistent with the Concept Plan, setting forth the planned uses of the ETJ Land before and after annexation, and the proposed uses of the In-City Land.

“Zoning Map” means the zoning map attached as **Exhibit “B-1”** previously filed with the City, which is consistent with the Concept Plan and Use Map, setting forth the requested and proposed zoning of the Property after annexation of the ETJ Land.

## **ARTICLE II LAND USE**

### **Section 2.01. Uses and Densities.**

- (a) The Concept Plan shall be used, applied and accorded the entitlements provided for concept plans in the Applicable Requirements.
- (b) The Concept Plan and Zoning Map have been approved by the Planning Commission; the City Council has approved the Concept Plan and Use Map; and in accordance with the requirements of Section 2.04 below, the City Council will consider and act on final approval of the zoning of the Property as set forth on the Zoning Map, in compliance with all requirements for notice and hearings established by the Applicable Requirements.
- (c) The proposed use of the Property is shown on the map attached as **Exhibit “B”** (the “**Use Map**”). The Owner has a vested right to develop and use the ETJ Land as shown on the Concept Plan and the Use Map until such time, if any, as

the ETJ Land is finally zoned to provide for the uses and densities set out in the Concept Plan, and Use Map in accordance with the requirements of Section 2.04 below, or otherwise, is accepted by the Owner.

(d) The proposed use of the In-City Land is shown on the Concept Plan and Use Map. In the event that the Zoning Map is not approved by City Council to provide for the uses and densities for the In-City Land set out in the Concept Plan and Use Map, the Parties agree to negotiate amendment of this Agreement to the extent practical to make such adjustments as are required to address the zoning of the In-City Land as approved by the City.

(e) In the event of any conflict between the Applicable Requirements, the Concept Plan and the Zoning Map as may be approved pursuant to (c) and (d) above, save and except as specifically provided in this Agreement, the Applicable Requirements shall control. In the event of any direct conflict between the Applicable Requirements, and this Agreement, this Agreement shall control. In the event of any conflicts, uncertainties or disputes arising from insufficient specificity, the Applicable Requirements shall control. Permitted uses and densities within the Property are those shown on the Concept Plan and Zoning Map approved pursuant to (c) and (d) above. Any residential, retail, office or commercial uses added, changed or modified as permitted (or conditional uses subject to approval) shall, to the extent the same are approved pursuant to the Applicable Requirements, be permitted uses.

**Section 2.02. Continuation of Pre-Existing Uses.** As provided in the Municipal Services Plan for the annexation of the ETJ Land (Exhibit "C"), subject to the continuing regulatory authority and legislative discretion of the City Council, and restrictions that may be imposed by the City pursuant to the Applicable Requirements, the land uses and the activities described in this Section 2.02 that currently exist within the Property shall be allowed to continue operating in the same manner as prior to the annexation, except as modified by this Agreement, and areas currently platted for single family residential use and shown on the Zoning Map as being zoned for such use shall not be modified or changed without approval of the City Council following required notices and hearings. Current uses and activities on the Property which are expressly permitted to continue, subject to the continuing regulatory authority and restrictions imposed by the City, on the tracts or parcels on which such uses currently exist, include: church camp, mulching, cattle ranching, hunting, brush management, camping, existing commercial and residential use, quarrying, storage of materials and equipment related to quarrying and all related activities, including, but not limited to, excavating, filling, stockpiling, crushing and screening, provided that any quarried materials shall be used within the Property or adjacent property owned by Owner. As areas of the Property are finally platted in accordance with the Applicable Regulations and this Agreement, the current pre-existing uses and activities on those portions of the Property that are not platted and that are within 500 feet of such finally platted areas shall be terminated no later than 45 days after approval of a final plat, unless temporarily waived in writing by the City, and hunting and quarrying activities shall be prohibited within a radius of 500 feet from such finally platted area of the Property.

**Section 2.03. Annexation and Land Use.** The Owner filed requests for the City to annex the ETJ Land into the City and the City has agreed the Owner is vested in the proposed uses and development of the ETJ Land before and after such annexation. Owner has also filed an

application to initiate the process and procedures required for the City to approve final zoning of the Property, including the ETJ Land subsequent to annexation, in compliance with the Applicable Requirements, to provide for the uses and densities set out in the Concept Plan and Zoning Map. The Municipal Services Plan agreed to and accepted by the Owner with respect to the annexation is attached as **Exhibit "C"**, and such plan and this Agreement shall be applicable to the ETJ Land. All fees required for zoning applications have been paid by Owner, and, after all required notices and public hearings, the Property is proposed to be finally zoned for the uses set forth on the Zoning Map.

**Section 2.04. Legislative Discretion.** Notwithstanding any other term or provision of this Agreement:

- (a) no term, provision or condition of this Agreement is intended by the Parties to require the City Council to take any specific action that is within its legislative discretion; and
- (b) the City Council reserves its legislative discretion with respect to the exercise of its authority to consider and act upon legislative matters and issues regarding the Property.

### **ARTICLE III**

#### **SITE DEVELOPMENT, APPLICABLE ORDINANCES AND RELATED MATTERS**

**Section 3.01. Phased Development.** The Owner will develop the Property in compliance with this Agreement, in numerous phases over the Term of this Agreement.

**Section 3.02. Concept Plan.** The Concept Plan complies with the intent, terms and conditions of the Applicable Requirements, and has been approved in compliance with the recitals and the Applicable Requirements.

**Section 3.03. Land Uses, Densities and Zoning.** In the event of final approval of the Zoning Map, in the discretion of the City Council, that provides for the uses and densities as set out in the Concept Plan and Zoning Map, the Property will be developed for not less than 2,100 and not more than 3,173 single family lots, 300 multi-family residential units, and not less than forty two (42) acres of commercial retail and/or office property, and the densities of developed tracts of the Property shall be as established in the Zoning Map. In the event of any conflict between the Concept Plan and the finally adopted Zoning Map, the Zoning Map shall control.

**Section 3.04. Rezoning.** Owner may from time to time make application for rezoning of the sections or tracts of the Property set forth on the Zoning Map, in compliance with the Applicable Requirements, and obtain rezoning as found appropriate in the discretion of the City Council.

**Section 3.05. Applicable Requirements.**

- (a) Controlling Ordinances, Manuals, and Rules. The Applicable Requirements shall apply to development within the Property, except as otherwise specified in this Agreement. After the expiration of the Term of this Agreement, the Concept Plan shall remain in effect unless it has expired as provided in the Applicable Requirements or has been lawfully rescinded by the City Council.

(b) Preliminary Plat and Concept Plan. The Concept Plan will remain in effect for the Term of this Agreement, subject to the terms and conditions hereof. Preliminary Plats shall be and remain in effect as provided in the Applicable Requirements.

(c) No Special Fees. The City will not adopt or impose any development, review, permitting, impact, or other fees for the Property that are not also applicable for, or similar to those for, all other areas of the City, unless directly related to costs incurred by the City in administering this Agreement, or unique to the Property and not common to other areas within the City, except fees specifically provided for in this Agreement. Owner shall reimburse the City for the reasonable professional fees and costs incurred by the City with respect to the Property or this Agreement, or incurred by, or in transacting business with, an entity or agency created with the City's consent to implement or give effect to this Agreement. Reimbursements will be monthly in arrears. Owner shall further reimburse the City for any regulatory fees, costs or expenses imposed on the City by a governmental authority by reason of, or for, or with respect to, this Agreement or the Property, provided that: (i) if such fees are not required to be paid until building permits are issued, and may be lawfully assessed and collected from the builders when the building permits are issued, the City will consider collecting such fees from the builders or purchasers of lots within the Property; and (ii) any such fees that, when previously imposed on a land development, the City has generally included in the rates charged for water, shall be paid from gross revenues of the City water utility.

**Section 3.06. Site Development Regulations.** The Property shall comply with the site development standards provided in the Applicable Requirements.

**Section 3.07. Age-Restricted Sections.** The City acknowledges that Owner may develop certain portions of the Property as age-restricted areas, and that age-restricted sections shall be allowed within the Property.

**Section 3.08. Variances.** The following variances to the City Code are hereby granted and approved:

(a) Platting Adjacent Property. Chapter 10, Exhibit A, Article II, Section 21(a) (2) of the City Code shall be waived as appropriate if the planned land use and development of the Property that abuts previously platted land is properly transitioned and buffered, provided that subdividing only a portion of the original tract will not substantially impair the orderly planning of roads, utilities, drainage and other public facilities.

(b) Drainage Improvements. Alternative storm water compliance designed using sound engineering practices, as determined by a licensed professional engineer and approved by the City Engineer and Director of Development Services, shall be allowed for the Property, provided the same meet the requirements of the LCRA and good engineering practices. The City Engineer shall review and, as appropriate with the approval of the Director of Development

Services, approve plans for such alternative storm water compliance, which approval shall not be unreasonably withheld.

(c) **Approved Variances.** The following subdivision variances are approved for the Property:

- (i) upgraded street lights as approved by City Staff;
- (ii) enhanced street signs as approved by City Staff;
- (iii) with the exception of the Community Park (as hereinafter defined), parks intended primarily for use by residents within the Property will be built in accordance with the approved Parks Plan when adjacent lots are Finally Platted; and
- (iv) waivers requested from maximum block length requirements will be considered and may be administratively granted by the city staff, as appropriate.

(d) **Future Subdivision Variances.** Future variances may be approved as follows: (i) by the Planning Commission when it approves a Preliminary Plat of a tract, phase or section of a subdivision, provided each such variance is defined and recorded on the approved Preliminary Plat; and (ii) minor alternatives, regarding the construction of roadways, that are reasonably necessary and not inconsistent with the Applicable Requirements may be granted during construction as provided in Section 8.01 (the "Field Adjustments"). A waiver approved for a section or phase of a subdivision pursuant to (a) above, and an alternative storm water compliance approved pursuant to (b) above, shall run with the land after final plat approval of the phase or section of the subdivision. Variances granted for a Preliminary Plat shall remain in effect and run with the land included in the Preliminary Plat if a Final Plat is approved and recorded for that tract, phase or section prior to the expiration of the Preliminary Plat. If a Preliminary Plat expires any Variances approved for that Preliminary Plat shall terminate and expire. Field Adjustments shall be and remain in effect from and after City acceptance of the roadway.

**Section 3.09. Parkland Dedication and Development.** Owner agrees to develop the Property, provide parkland, and pay park improvement fees, in accordance with the approved Parks Plan, a copy of which is attached hereto as **Exhibit "D"**. In addition to compliance with the Parks Plan and Applicable Requirements, the Owner shall comply with the following:

(a) **Community Park.** The Owner will:

(i) Convey to the City not less than a net of 58.3 acres of parkland at the location shown on the Concept Plan as a Community Park (the "**Community Park**"); the 58.3 acres shall be net of the right-of-way reserved for a proposed street, and such conveyance will provide for the location of underground utilities within the 58.3 acres, at locations approved by the city staff prior to City acceptance of the conveyance;

(ii) Receive a credit for the land conveyed pursuant to (i) above against the total parkland required by the Applicable Requirements to be dedicated by the Owner;

(iii) Convey 58.3 net acres to the City no later than three years after the date the City approves the Final Plat of the Initial Project Phase; and

(iv) Have the option to make voluntary park improvements to the Community Park so long as such improvements are included in the Community Park Master Plan, which will be provided by the City, and installed based on plans and specifications and a schedule approved by the City.

(b) Parkland. All parkland conveyed and dedicated to the City, including but not limited to the Community Park, shall be conveyed free and clear of all liens, debts or encumbrances save and except only the easements approved by the city staff prior to conveyance and the one restriction on the use of the Community Park provided in (c) below, and the location of any infrastructure within parkland after the City's acceptance of the dedication or conveyance to the City shall be subject to the approval of the City Council.

(c) Community Park Restriction. The dedication and conveyance of the 58.3 acres for the Community Park may include a restrictive covenant that prohibits the location of a BMX Track within the Community Park during the Term of this Agreement.

**Section 3.10. Natural Materials.** Owner shall have the right to use on-site natural materials whether on the land surface or excavated in connection with any development activities within the Property, provided such use is consistent with the Applicable Requirements and good engineering practices.

**Section 3.11. Plan Review.** The City shall timely review, process, approve and sign, or disapprove and return with an explanation, as appropriate, all subdivision plats, site development permits, and all other permits for development. The City administrative staff shall review and approve, or disapprove, on a timely basis, the plans as they are submitted for review and action by the City administrative staff. The term "timely basis" shall be interpreted in light of the required actions for approval of the specific plans as presented to the City by Owners, provided that in no event shall the City have fewer than 30 calendar days and no more than 45 calendar days for the City's initial review of submitted plans at the City administrative staff level. If the City administrative staff disapproves any submitted plan, the City staff shall provide a written explanation of the reasons for such disapproval so that the plans can be revised. The City shall, on a timely basis, review and comment on updates to submitted plans. The term "timely basis" in the preceding sentence shall be interpreted that in no event shall the City staff have fewer than 15 calendar days and no more than 25 calendar days for the City to review and provide comments to any set of plans that have been revised or updated based on prior comments from the City administrative staff. Plats and plans that are required to be submitted to the Planning Commission or City Council shall be submitted to the Planning Commission or City Council, as applicable, within thirty (30) days after approval by the City administrative staff, or within thirty (30) days after the Owner requests that plans not approved by the City administrative staff be submitted to the Planning Commission or the City Council; and Owner waives any Applicable Requirements, if any, that require more timely presentation to or action by the Planning Commission.

**Section 3.12. Special Events.** The City agrees that Special Events may be conducted by the Owner in the Property, provided the same are in compliance with the Applicable Requirements.

**Section 3.13. Landscaping.** Owner shall provide landscaping in the Property that equals or exceeds the requirements provided in the Applicable Requirements, subject to the variances obtained pursuant to this Agreement, and provided that in no event shall there be any variance from the requirements of the water conservation ordinance or drought contingency plan. Owner shall obtain a license agreement from the City for landscaping that will be located within any right-of-way or property that is dedicated to the City. A property owners association shall be established as provided in this Agreement and required to maintain all such landscaping.

**Section 3.14. Alcoholic Beverage Sales.** Subject to the applicable rules and regulations of the State of Texas and Texas Alcoholic Beverage Commission, the City agrees the sale of alcoholic beverages, as such term is defined in *Section 1.04 of the Texas Alcoholic Beverage Code*, shall be permitted within appropriate retail and commercial use properties within the Property. The City agrees that it will not impose setback requirements on the Property which exceed the minimum setbacks set forth in the Applicable Requirements or *Section 109.33 of the Texas Alcoholic Beverage Code*.

**Section 3.15. Amendments to Applicable Requirements.** The City has the right to amend the Applicable Requirements, from time to time, to the extent required by state or federal law or court order. Provided, however, if such state or federal laws allow the City to grant exemptions to such laws for which the Property qualifies, and there are no penalties that will apply, or fees that will be payable, if such exemptions are granted, then, in that event, the exemptions shall be applicable to the Property. The City also has the right to amend the City Codes, from time to time, to include changes: (a) that have been approved by the International Code Council (or any successor organization); and (b) that either (i) have been approved by City, or (ii) have been adopted by the City Council (for uniform application throughout the corporate limits of the City) and by the governing bodies of at least two (2) cities within Travis and Williamson Counties, excluding, or other than, the City of Austin.

#### **ARTICLE IV AMENDMENTS**

**Section 4.01. Amendments to Agreement.** This Agreement may be amended only by a written agreement approved by the City Council and signed by the City and Owner, and all the then current owners of any sections, phases or undeveloped acreage of the Property, i.e. excluding the owners of individual lots held for personal use by the owner; provided, however, an owner of a section, phase or portion of the Property (other than owners of individual lots held by such owner for personal use by the owner and/or tenants of the owner) and the City may amend this Agreement as it relates solely to such owner's section, phase or parcel without the joinder of any other landowner, provided that Owner must be Party to such amendment if Owner then owns any portion of the Property. In addition, as long as Owner owns any portion of the Property, Owner and the City may amend this Agreement with respect to the portion of the Property then owned by the Owner without the joinder of any other landowner. Land uses or a project set forth on the Concept Plan or Zoning Map, as finally adopted by the City Council, may be amended only in compliance with the Applicable Requirements.

**ARTICLE V  
OWNER OBLIGATIONS.**

**Section 5.01. Owner Obligations.** The Owner will comply with and perform each of the duties and responsibilities required by this Agreement to be performed by Owner. The Owner shall develop the Property in compliance with the Concept Plan, the Zoning Map as approved, or amended and approved, by the City Council, and the Applicable Requirements, for not less than a total of 2,100 single-family lots, 300 multi-family residential units, and forty-two (42) acres of commercial retail and/or office property. The Property will be developed in phases consistent with approved Preliminary Plats and Final Plats (as those terms are defined in the Applicable Requirements) of the Property. Amendment of the zoning or the subdivision plats approved for the Property shall be subject to the process, notices, hearings and procedures provided by the Applicable Requirements. The Property will be developed and occupied for the permitted uses, in compliance with the Applicable Requirements and good engineering practices.

**Section 5.02. Development Schedule.** Owner will develop the Property in compliance with the following schedule (the “**Schedule of Development**”), and the City relies on such representations as consideration for this Agreement.

- (a) Within five (5) years from the Effective Date (“**Initial Platting Period**”), Owner must finally plat or cause to be finally platted not less than 200 single-family lots within the Property;
- (b) For each year subsequent to Initial Platting Period (“**Annual Platting Period**”), Owner must finally plat or cause to be finally platted 100 single-family lots within the Property until not less than 2,100 single-family lots are finally platted; and
- (c) In the event that the number of single-family lots finally platted during the Initial Platting Period exceeds 200, then Owner may apply the difference to satisfy the requirements for the next succeeding Annual Platting Periods, as applicable. Similarly, in the event that the number of single-family lots finally platted during an Annual Platting Period exceeds 100, then Owner may apply the difference to satisfy the requirements of the next succeeding Annual Platting Periods, as applicable.

**Section 5.03. Fire Station.** Owner shall dedicate and convey to the City three and one-half (3.5) acres of land for a fire station (“**Fire Station Site**”) within one hundred and twenty (120) days after the City approves the Final Plat of the Initial Project Phase. The Fire Station Site will be located at the site shown on the Concept Plan, and will be conveyed to the City free and clear of all debts, liens and encumbrances. At such time when funds are budgeted and appropriated for construction, the City will build a fire station on the Fire Station Site, and the building will comply with Type B Architectural Standards.

**ARTICLE VI  
PUBLIC IMPROVEMENTS**

**Section 6.01. General.**

(a) Owner will design, construct, install and obtain City acceptance of all streets, roads, sidewalks, lighting, water, wastewater, drainage, Recreation Facilities, and all other infrastructure required or useful for development of the Property, in compliance with the Applicable Requirements and this Agreement (collectively the “**Subdivision Infrastructure**”). Save and except for the Public Improvements, as defined in the following Subsection 6.01(b), the Subdivision Infrastructure shall be provided at the sole cost and expense of the Owner.

(b) In order to develop the Property in accordance with the Concept Plan and this Agreement, it will be necessary for the Owner to construct the Public Improvements. If listed and described in the City CIP, the Public Improvements consist of those water and wastewater improvements described in Section 6.02 below (collectively, “City Improvements”); and, in addition, the water, wastewater, drainage, roads, and Recreational Facilities described in Section 6.03 below (collectively, “Project Improvements”).

**Section 6.02. City Improvements.** The City Improvements include the following:

(a) City Water Facilities:

(1) **Booster Pump Station.** A water booster station (City Water CIP # 25), as described and listed in the City CIP, to boost 1,147 ft. AMSL water from the BCRUA water plant to a 1,265 +/- AMSL ft. pressure plain; and

(2) **Water Lines.** Water lines (City Water CIP #s 24, 26 and 27) as described and listed in the City CIP.

(b) City Wastewater Facilities:

(1) **Water Reclamation Plant.** The Water Reclamation Plant (City Wastewater CIP #s 7, 14 and 23) and Appurtenant Facilities (the “WRP”) as described and listed in the City CIP. The WRP will be constructed in phases with each phase having total treatment capacity as follows: (i) Phase I, 0.175 million gallons per day (“MGD”); (ii) Phase II, 0.55 MGD; and (iii) Phase III not less than 0.950 MGD (Final Permitted). Each phase of the WRP will be designed and constructed in accordance with the TCEQ 75/90 Rule and designed to deliver effluent at 5/5/2/1, or better if required by the TCEQ, to the Project Water Reclamation Facilities (as defined in Section 6.03(b), with odor controls and sufficient land within the Property for the expansion of the WRP to 2 MGD;

*WRP  
q/c*

(2) Reservation of Property. The reservation of the additional property within the Property required to enable the WRP described in Section 6.02(b)(i) above to be expanded to up to 2 MGD to serve the Kutscher tract and all other property within the basin in which the Property is located;

(3) Wastewater Lines and Lift Station. The wastewater gravity lines, lift station and force main (City Wastewater CIP #s 5, 6, 8 and 9) as described and listed in the City CIP. The Wastewater gravity line, lift station, and force main, required to serve the City of Jonestown, including capacity in the WRP and Water Reclamation Facility sufficient to serve 500 LUEs (hereinafter defined) of wastewater service to the City of Jonestown at the Point of Delivery, more specifically described in **Exhibit "G"**;

(4) Crystal Falls Lift Station. The Crystal Falls Lift Station (City Wastewater CIP #5) as described and listed in the City CIP (approximately 2,500 gallons per minute ("gpm")); and

(5) Crystal Falls Force Main. The Crystal Falls Force Main (City Wastewater CIP #6) as described and listed in the City CIP. The Crystal Falls Force Main, a 16" main, will extend from the Crystal Falls Lift Station to the WRP.

**Section 6.03. Project Improvements.** The Owner will design, construct and install the Project Improvements, which shall consist of the following improvements:

(a) All internal water distribution lines or wastewater collection lines, lift stations, force mains, valves, manholes, drainage, and Recreational Facilities to serve the lots located within the Property, except and excluding any facilities comprising the City Improvements, (the "Project Internal Facilities");

(b) A water reclamation facility with reclaimed water storage pond, reclaimed water pump station, and irrigation fields, which shall be laid out, planned, designed and constructed by Owner pursuant to plans, designs and construction approved by the City, all to be located within the Property (collectively, the "Project Water Reclamation Facilities"); and

(c) The following collector roads (which shall be deemed "Project Internal Facilities"):

(i) Osage Drive constructed from the property line with the The Bluffs to the East-West Collector, as shown on the Concept Plan;

(ii) East-West Collector from Osage Drive to the Internal Collector, as shown on the Concept Plan;

ret  
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- (iii) Osage Drive constructed from the East-West Collector to FM 1431 as shown on the Concept Plan; and
- (iv) The Internal Collector road, being a divided road providing dual access, constructed as shown on the Concept Plan.

**Section 6.04. Owner to Construct.**

(a) The Subdivision Infrastructure, including, but not limited to, the Public Improvements, shall be designed and constructed by Owner in accordance with the Applicable Requirements and good engineering practices. The design, plans and specifications for all Subdivision Infrastructure and Public Improvements, shall be subject to City review and approval. The design and construction of rights-of-way as shown on **Exhibit "I"** attached hereto will include easements and assignments for a future wastewater force main and a future reclaimed water line (both to be installed at a later date by others) to serve the Bloody Hollow and Sandy Creek basins to the north of the Property. Appropriate sleeves will be installed by the Owner under streets constructed on the Property to facilitate construction of the future lines by others. The Crystal Falls wastewater lift station, force main and Water Reclamation Plant CIP facilities will take into consideration future expansion requirements to serve the "Kutscher Tract" and all other property within the basin in which the Property is located.

The ultimate development of the Property and provision of 500 LUEs of service to the City of Jonestown will require as much as 0.950 MGD wastewater treatment capacity. Further, the development of the "Kutscher Tract" and all other property within the basin will require as much as 2.0 MGD of wastewater treatment capacity. The WRP will be constructed by the Owner in phases to a total capacity of 0.950 MGD, pursuant to Section 6.02(b)(1), to serve the Property and the 500 LUEs of service to the City of Jonestown. Expansion of the WRP to a capacity of more than 0.950 MGD may be permitted and constructed by the City, at City cost, to serve the "Kutscher Tract" and all other property within the basin.

(b) Owner shall be responsible for cooperating and working with the City to obtain all regulatory permits and approvals necessary for the construction of the Public Improvements. If requested in writing by the City Manager, the Owner may cause applications for such permits and approvals to be prepared. If requested, such applications will be presented to the City Manager for review, modification, amendment and approval. Upon final approval of such applications, or applications obtained by the City, the applications will be filed and processed by the City. The costs to secure such permits and approvals shall be funded and paid by Owner, subject to the provisions of this Agreement for rebates. Certain permits shall be secured in the name of the City, including, but not limited to those relating to the City Wastewater Facilities and the Project Water Reclamation Facilities. All such permits shall be obtained by the City, for the City, at the expense of the Owner. The City will coordinate the timing of such applications with, and work and consult with the Owner regarding such applications as appropriate.

(c) The Public Improvements shall be funded and paid by the Owner, subject to the rebates by the City as provided in this Agreement. The Owner shall submit to the City the plans and specifications for the Public Improvements to be constructed, for review and approval, including without limitation, review with regard to compliance with the requirements of this Agreement. All construction plans and specifications for the Public Improvements, together with the Owner's engineer's estimate of probable costs, shall be submitted to the City for review and approval prior to the commencement of advertisement for bids or construction. Such construction plans, specifications, and advertisements for bids, shall comply with all Applicable Requirements, and shall meet or exceed the requirements of the Municipal Purchasing Act. Any change to the construction plans and specifications of a Public Improvement subsequent to City approval shall be re-submitted to the City for review and approval. The Owner shall bid and award the construction contracts for Public Improvements pursuant to competitive bidding provisions applicable to the City. The Owner shall be solely responsible for the management of the construction contracts for the Public Improvements, and pay all applicable plan review and construction inspection fees required by the Applicable Requirements for the Public Improvements.

(d) Upon completion of construction of each component of the Public Improvements, the Owner shall provide the City with final "record" drawings of the Public Improvements and a certificate of all bills paid. The Owner's engineer shall provide a certificate of completion. Promptly upon the completion of construction of the Public Improvements, the City shall conduct a final inspection of the Public Improvements. The City shall thereafter provide a list of deficiencies found in the inspection, and the Owner shall be responsible for having those deficiencies remedied. The City shall then re-inspect, and if all deficiencies have been remedied to the City's satisfaction, the City shall furnish a Letter of Acceptance to the Owner so certifying its acceptance. The City shall not unreasonably withhold final acceptance of a component of the Public Improvements. Each Letter of Acceptance shall be in a recordable form, and, subject to the maintenance bond and warranty, shall be a conclusive determination of satisfaction of the covenants in this Agreement with respect to the obligations of the Owner to construct such Public Improvements as are accepted by the City.

(e) All Public Improvements shall be constructed on sites or in easements or rights of way that are, or will be, publicly owned. To the extent that any of the Public Improvements are located on property owned by the Owner, the Owner shall convey a site, easement or right of way to the City, as appropriate, in conjunction with the conveyance of the related Public Improvements.

(f) All construction contracts for Public Improvements shall require standard payment and performance bonds for public projects and a two-year warranty/maintenance bond assignable to the City. The Owner shall assign its rights under such bonds and warranties to the City upon conveyance.

(g) The Owner shall cooperate with the City to assure the City inspects the work and construction of the Subdivision Infrastructure and Public Improvements, as construction progresses.

**Section 6.05. Easements.** The City agrees that, as appropriate, at Owner's cost and expense, the City will:

(a) obtain easements located outside of the Property and reasonably required by the City, pursuant to the Applicable Requirements, to be obtained for the development of the Property pursuant to this Agreement (the "Easements"), for the construction, installation and operation of the Public Improvements;

(b) obtain each such required Easement within six (6) months after the date the City Council finds the easement is required for a public purpose, based on a written request by Owner that includes a confirmation of necessity from the City Engineer and a description of the easement and appropriate support documentation, or as soon thereafter as reasonably possible;

(c) vacate easements previously dedicated within the Property that are no longer reasonably necessary as a result of Owner dedicating additional easements and constructing the alternative or replacement Public Improvements;

(d) support and assist Owner to obtain easement vacations from other governmental units and utilities, as reasonably required for development of the Property;

(e) permit the Owner to install approved utility lines, which are part of the Public Improvements, in the City right-of-ways and easements;

(f) issue necessary permits, as appropriate, for the construction, installation and operation of the Public Improvements within right-of-ways within thirty (30) days after the later to occur of the engineering plans and specifications therefore being approved by the City and Owner making application for such permit, or as soon thereafter as reasonably practical;

(g) accept the dedication by Owner of easements required within the Property;  
and

(h) provided that, the obligations of the City to acquire, accept or vacate any easement, or to authorize the construction of any improvement within a public right-of-way, shall be and remain subject to the City approval of such acquisition, dedication, vacation or work as appropriate to accomplish a public purpose.

**Section 6.06. Pressure Facilities.** The City shall allow the use of properly maintained and functioning pressure wastewater systems that are compliant with the requirements of this Section and installed by Owner on selected individual lots within the Property; provided such systems are inspected and approved by the City, and thereafter properly maintained by the owner of the lot on which such facility is located. All pressure systems will be solely owned by the property owner of the lot that receives service from the pressure system, and shall be maintained by such

property owner to the point of connection with the public wastewater system. All such lines and systems will be required to meet applicable plumbing standards that are in effect at the time installed, and shall connect to the public wastewater system at an approved point (typically the property line) in a publicly owned wastewater line that is located in a public easement or street right-of-way. The Owner shall require the purchaser of each lot, tract or parcel of land that will be served by a pressure wastewater system to acknowledge in writing that the lot, tract or parcel will be served by a pressure wastewater system and that the purchaser and owner of the property will be solely responsible for all costs of upkeep, maintenance, repair and replacement of that system. The notice will be a City approved form that identifies the lot, tract or parcel, and shall be recorded in the real property records of the County in which the lot, tract or parcel is located. Each pressure system installed pursuant to this Section shall meet or exceed City standards for pressure sewer specifications, and the Owner shall be required to fund the initial cost of the Association, City, or other responsible party approved by City, obtaining an initial inventory of not less than the larger of: (a) two (2) such pressure systems; or (b) such number as is equal to five percent (5%) of the total lots served by pressure facilities, in order to assure timely replacement of malfunctioning systems as needed.

#### **Section 6.07. Water and Wastewater Service.**

(a) If Owner constructs the Subdivision Infrastructure, including the Public Improvements, and develops the Property in compliance with this Agreement, the City will permit Owner to purchase up to the number of LUEs of water and wastewater service, taps and related impact fees as are required to serve the building units stated in Section 3.03, and thereafter provide water and wastewater service to the Property as and when impact fees are paid.

(b) As used in this Agreement, “living unit equivalent” and “LUE” has the meaning set forth from time to time in the Applicable Requirements. The quantity of wastewater generated per wastewater LUE and the quantity of potable water expected to be used per water LUE shall be as established from time to time in the Applicable Requirements. The number of LUEs of water and wastewater service required for each structure, building or use will be determined pursuant to the Applicable Requirements.

#### **Section 6.08. Project Wastewater Effluent.**

(a) Treated effluent from the Project Water Reclamation Facilities will be used to irrigate (i) the landscaping, parks, greenbelt areas, open space, recreational facility sites, and irrigation fields within the Property; and (ii) the Crystal Falls Municipal Golf Course (“**Golf Course**”). Neither the City nor Owner will be required to pay for the use of such treated effluent. Owner will design the Project Improvements in a manner to provide for the delivery of treated effluent, for use by the Golf Course, at the pump station located at the Golf Course or other mutually agreed upon location. During the term of this Agreement, the City, and the Owner for use within the Property, shall each be entitled to fifty percent (50%) of the available wastewater effluent. However, each Party shall make available, from time to time, any unused portion of its

respective allocation of effluent such that there is maximum utilization of effluent to the benefit of all Parties.

(b) Fifty (50) acres of the Golf Course will be used as an irrigation field for the discharge of treated effluent from the Project Water Reclamation Facilities. Further, the City's application to the TCEQ for permits necessary for the Project Water Reclamation Facilities may include a provision to such effect. Owner agrees to pay for all costs required to obtain a permit from the TCEQ to utilize the Golf Course and portions of the Property as part of a TCEQ permitted irrigation field.

(c) The Golf Course irrigation area may be expanded to include more than 50 acres upon the City's approval, and the issuance of required permits at the expense of Owner. The plans and parameters for such expansion are subject to City and TCEQ approval.

**Section 6.09. Phasing of Specific Road Facilities.** The Owner shall initiate and complete construction and extension of specific roadways, as follows:

(a) The extension of Goodnight Trail shall be constructed and completed, from its existing terminus to Phase One, prior to the release of any building permits for Phase One, as shown on the Concept plan;

(b) Osage Drive (Phase A), as shown on the Concept Plan, shall be constructed and completed, from the property line with the Bluffs to the East-West Collector, on the earlier to occur of either: (i) Osage Drive being extended through the "Bluffs" to the property line of the Property; or (ii) the approval of a Final Plat of Phase 4 as shown on the Concept Plan;

(c) East-West Collector, as shown on the Concept Plan, will be constructed and completed, from Osage Drive to Goodnight Trail, on the earlier to occur of either: (i) Osage Drive being extended through the "Bluffs" to the property line; or (ii) the approval of a Final Plat of Phase 4;

(d) Osage Drive (Phase B) shall be designed, constructed and completed, from the East-West Collector to FM 1431, upon the earlier to occur of: (i) a Final Plat being approved for Phase 5, as shown on the Concept Plan; or (ii) when traffic counts provided in the TIA (as hereinafter defined) warrant such completion; and

(e) The Internal Collector road, being a divided road providing dual access, shall be designed, constructed and completed with each corresponding phase shown on the Concept Plan, as adjacent lots are developed.

## **ARTICLE VII ENVIRONMENTAL REGULATIONS**

**Section 7.01. Environmental Regulations.** During the Term of this Agreement, the Property is subject to and shall comply with the applicable environmental regulations imposed by the LCRA (the "LCRA Environmental Regulations"), and the TCEQ (the "TCEQ

**Environmental Regulations”**), and Applicable Requirements in effect and existing from time to time. The Property shall comply at all times during the Term of this Agreement with the Applicable Requirements .

## **ARTICLE VIII ROADWAYS, DRIVEWAYS AND SIDEWALKS**

**Section 8.01. Roadways.** The following will apply with regard to roadways platted and/or constructed on the Property:

(a) **Variances and Waivers.** Variances shall consist of the Variances granted pursuant to Section 3.08. Appropriate variances that relate to the design and construction of proposed roadway facilities may be approved by the Planning Commission as provided in Subsection 3.08(d). The City Engineer and the Director of Development Services may approve Field Adjustments (as hereinafter defined) as provided in Subsection 3.08(d). Field Adjustments may not be approved if they conflict with the Applicable Requirements, good engineering practices, or will restrict traffic flow, present a danger to public health, property, safety or welfare, or increase maintenance expense.

(b) **Private Drives Permitted.** Private drives shall be allowed in the Property as shown on an approved Preliminary Plat, as appropriate to topographic conditions, density, and use of neighboring areas. Private drives shall be owned and maintained by the Association established in compliance with this Agreement. The right-of-way width and pavement section design for private drives shall comply with the standards, requirements set forth on **Exhibit “H”** attached hereto and incorporated herein for all purposes. Private drives shall otherwise meet all other Applicable Requirements for public streets with the exception of minor alternatives and adjustments granted by City pursuant to Section 8.01(a). Owner shall be required to provide for, and obtain City approval of the requirements for adequate, on-going funding and maintenance of private drives, and provide the City with public safety, utility and similar public purpose easements over any private drive or right-of-way. Owner will provide the City with such easements over and upon private drives, as requested by the City, to be recorded with each Final Plat.

(c) **Traffic Impact Analysis.** The Traffic Impact Analysis (the “**TIA**”) for the Property, attached hereto and incorporated herein as **Exhibit “E”**, is approved. The TIA will be updated from time to time as reasonably required and approved. The streets for the Property and the streets for individual sections or phases will be adjusted based on the TIA. Owner will construct or pay reasonably appropriate fees as contributions to fund a portion of the costs for roadway and intersection improvements both within and outside the Property, that are identified in the approved TIA as being attributable to the development of the Property; provided, however, Owner shall not be obligated to contribute to the cost of any scheduled improvements to roadways or intersections that are funded for construction by the federal, state or county governments , except as lawfully required by such level of government. In addition, Owner shall not be responsible for funding or constructing any improvements to Osage Drive from the common

property line with The Bluffs eastward to the Highland Trails intersection. Owner shall be responsible for compliance with all federal, state or county regulations and any applicable provisions of the TIA with regard to any city, federal, state or county roadways.

(d) Save and except as provided on Exhibit "H", all roadway improvements shall comply with the criteria set forth in the TIA and the Applicable Requirements.

**Section 8.02. Sidewalks.** Sidewalks and trails shall be designed, constructed and installed in compliance with the TDLR and Applicable Requirements, except as provided on Exhibit "H".

**Section 8.03. Medians.** Owner shall construct, design and install all structures, irrigation systems, signage, landscaping, traffic devices and signals and lighting approved and required by the City for location in any median within any public roadway in the Property. Unless specifically waived by the City, the Owner shall provide for maintenance of any median constructed at the request of the Owner to be maintained by an Association. As required by this Agreement, Owner will establish an Association(s) that will have the responsibility and duty to maintain landscaping and Owner installed amenities that are located on medians and any private streets or facilities. Owner shall obtain a license from the City that identifies each such licensed area and the purpose for which the license is granted.

**Section 8.04. Location of City Improvements.** Owner shall construct, design and install all improvements that are approved or required by the City for location within a public roadway that is within or that abuts the Property, including, but not limited to, street signs, street lights, traffic signs and traffic signals as required for plat approval and development of the Property. The installation, size and design of traffic control devices and signs installed within the Property shall comply with the standards established by the City or the State, as applicable.

## **ARTICLE IX REPRESENTATIONS AND WARRANTIES**

### **Section 9.01. General Representations and Warranties.**

(a) **Legislative Discretion.** This Agreement does not bind or obligate: (i) the City to approve any modification or amendment to the Concept Plan that is submitted by the Owner; (ii) or limit the legislative discretion of the City Council; and (iii) this Agreement shall remain in effect regardless of any denial of any amendment to the rezoning of the Property or any requested amendment of the Concept Plan.

(b) **Zoning and Concept Plan.** Owner's failure to comply with the Schedule of Development set forth in Section 5.02 above shall be and constitute:

- (i) a withdrawal by Owner of the approved Concept Plan;
- (ii) a request by the Owner for the City to repeal and rescind the approved Concept Plan;

- (iii) a request by the Owner for the City to repeal and rescind the zoning of the Property and the Zoning Map;
- (iv) a request by the Owner that the City Council exercise its discretion, at any time after January 1, 2014, by giving notice and holding public hearings as required by *Chapter 211*, to repeal and rescind all prior zoning ordinances adopted for the Property, and zone the Property in the legislative discretion of the City Council; and
- (v) a request by the Owner for the City to terminate and cancel this Agreement.

**Section 9.03. Representations and Warranties of Owner.**

- (a) **Organization and Good Standing.** Owner, a Texas limited partnership, is duly organized and validly existing in good standing under the laws of the State of Texas, and has full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.
- (b) **Authority.** This Agreement constitutes a legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.
- (c) **Owner Performance.** Owner will reasonably cooperate with the City to accomplish the intent and purposes of this Agreement, and will timely perform each and all of its duties and responsibilities under this Agreement.
- (d) **Adequate Consideration.** Owner agrees the terms, conditions and provisions of this Agreement to be performed by City are valid and sufficient consideration to the Owner for each and every obligation of the Owner pursuant to this Agreement, and that each obligation and duty of the Owner under this Agreement is voluntarily undertaken by Owner in exchange for the performances to be provided by the City under this Agreement.
- (e) **Development Schedule.** Owner will develop the Property in compliance with the Schedule of Development set forth in Section 5.02 above.
- (f) **Property Owners Association.** Owner will create and establish one or more property owners associations for the Property as provided in the following Section 9.04, and obtain the City's approval of the "**Association Regulations**", as defined below.

**Section 9.04. Property Owners Association.**

(a) **Property Owners Association Established.** Owner will create one or more property owners associations for the Property (the "**Association**"), and shall establish bylaws, rules, regulations and restrictive covenants (collectively the "**Association Regulations**") to assure the Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Association pursuant to this Agreement. The owner of each lot within the Property shall be required to be a member of the Association, and unpaid dues or assessments shall be and constitute a lien on the lot for which they are assessed. The Association Regulations will establish periodic Association dues and assessments, to be charged and paid by the lot owners in within the Property, that are and will be sufficient to maintain (i) the private drives and streets within the Property (the "**Private Streets**"); (ii) all landscaping, upgraded street lights, and enhanced signage within the right-of-way or median of any street or roadway ("**Street Landscaping**"); (iii) all greenbelts and natural buffer areas ("**Open Space**"); and (iv) any part or portion of the Property that is dedicated to the Association (the "**Common Area**"). The Association Regulations will require the periodic dues and assessments to be increased from time to time as necessary to provide the funds required for the maintenance of the Private Streets, Street Landscaping, Open Space and the Common Area, and to provide funds required for the management and operation of the Association.

(b) **Dues and Assessments.** The Association dues and assessments required to be established, maintained and collected by the Association pursuant to this Agreement shall be in addition to, and not in lieu of, any and all other taxes, fees, charges and assessments that will be applicable to the Property.

(c) **Covenants.** The Owner will by restrictive covenants approved in writing by the City, and filed of record in the Official Public Records of Travis County, Texas, require the future and on-going maintenance of the Private Streets, Street Landscaping, Open Space and Common Area by the Association.

(d) **City Approval of Documents and Covenants.** The Certificate of Formation and Association Regulations, and the applicable restrictive covenants for each Section of the Property shall require the Association to maintain, repair and refurbish the Private Streets, Street Landscaping, Open Space and Common Area, and to assess and collect sufficient dues and fees to fund and pay the cost and expenses for the Association maintaining, cleaning, repairing and refurbishing each such area. The restrictive covenants applicable to the each Section or Phase of the Property and the Association shall authorize the City to enforce the obligations of the Association to: (i) maintain, clean, repair and refurbish the Landscaping, Open Space and Common Area; and (ii) assess and collect sufficient fees and charges to fund such maintenance, cleaning, repair and refurbishment duties and responsibilities.

#### **Section 9.05. Representations and Warranties of the City.**

(a) **Organization and Good Standing.** The City is a duly organized and validly existing home-rule municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is

now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

(b) **Authority; No Conflict.** This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

## **ARTICLE X IMPACT FEES AND TAX REBATES**

**Section 10.01. Payment for Public Improvements.** At the request of the Owner, the City has agreed and determined that development of a master planned, mixed use development, with the high level of quality required by the City, over an area to include over 2,000 acres within the City on the terms as set forth in this Agreement, and construction of a system of municipal-type infrastructure consisting of the Public Improvements to serve not only such development but other areas within the City, will promote orderly development and cost effective public infrastructure financing thereby protecting and promoting the public safety, health, welfare, comfort, and quality of life within the City. Therefore, the City has agreed the Owner will construct the Public Infrastructure in consideration for periodic payments by the City as provided in this Article X.

**Section 10.02. Payment of Wastewater Impact Fees.** Owner, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel, or building site within the Property shall be required to pay the City wastewater impact fee (the “**Wastewater Impact Fee**”) established pursuant to *Chapter 395, Tex. Loc. Gov’t. Code* (the “**Code**”) in the amount that is established by the City CIP, as amended, and City ordinance, and that is in effect, from time to time, when the Wastewater Impact Fee becomes payable. The Wastewater Impact Fee shall be payable with respect to a lot, tract, parcel, or building site on the first to occur of the following: (a) the building permit for the building or structure is applied for; or (b) if no building permit is required, then upon the first to occur of the following: (i) the date construction of the building or structure is first commenced, or (ii) the date an application is made to City for a water connection to serve the building or structure, or (iii) the date wastewater service is requested for the lot, tract or parcel. The City will charge and collect from the City of Jonestown, or directly from property owners connecting to the wastewater system within the Jonestown Wastewater Extension (hereinafter defined), the Wastewater Impact Fee established by the City for connections within similar areas of the City (“**Jonestown Wastewater Impact Fee**”). The City of Jonestown may charge and collect a higher fee than that charged by the City, but the Wastewater Impact Fee established by the City shall be payable to the City for wastewater service connections, if any, made within the Jonestown Wastewater Extension (hereinafter defined).

**Section 10.03. Payment of Water Impact Fees.** Owner, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided water service by the City shall be required to pay the City’s water impact fee (the “**Water Impact Fee**”) established pursuant to *Chapter 395* of the Code in the amount that is established by the City CIP, as amended, and City ordinance, from time to time, and that is in effect when the Water Impact Fee becomes payable. The Water Impact Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the

building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) the date an application is made to the City for a water connection to serve the building or structure, or (c) the date water service is requested for the lot, tract or parcel of land.

**Section 10.04. Water and Wastewater Impact Fee Rebates.**

- (a) Subject to the terms, conditions and limitations of Subsection 10.04(b):
  - (i) Owner shall, for a period of fifteen (15) years from the date of the approval of the Final Plat of the Initial Project Phase, receive a rebate of sixty percent (60%) of the Water Impact Fees paid to the City for water connections made within the Property; and
  - (ii) Owner shall, for a period of twenty (20) years from the date of the approval of the Final Plat of the Initial Project Phase, receive a rebate of one hundred percent (100%) of the Wastewater Impact Fees paid to the City: (i) for wastewater connections made within the Property; and (ii) the Jonestown Wastewater Impact Fees paid to the City for wastewater connections made within the Jonestown Wastewater Extension.
- (b) The entitlement and payment of the Water Impact Fees, the Wastewater Impact Fees and the Jonestown Wastewater Impact Fees above shall be subject to the terms, conditions and limitations provided in this Agreement, including, but not limited to, the following:
  - (i) Up to the amount of the Reimbursable Costs of the City Improvements will be rebated to Owner by the City rebating to Owner Water Impact Fees for the City Water Facilities listed in Subsection 6.02(a), and Wastewater Impact Fees for the City Wastewater Facilities listed in Subsection 6.02(b);
  - (ii) Owner shall be eligible to receive rebates of sixty percent (60%) of the Water Impact Fees, up to, but not exceeding, the Reimbursable Costs for the City Water Facilities;
  - (iii) Owner shall be eligible to receive rebates of one hundred percent (100%) of the Wastewater Impact Fees up to, but not exceeding, the Reimbursable Costs for the City Wastewater Facilities;
  - (iv) Owner shall eligible to receive rebates of one hundred percent (100%) of the Jonestown Wastewater Impact Fees paid for wastewater service connections within the Jonestown Wastewater Extension, not to exceed the Reimbursable Costs of the Jonestown Wastewater Extension;

(v) Owner shall not receive a rebate of Water Impact Fees or Wastewater Impact Fees for any City Water Facilities or City Wastewater Facilities that are not listed in the City CIP; provided that Jonestown Wastewater Impact Fees, if any, received by the City, shall be accounted for separately and paid to the Owner up to and not to exceed the Reimbursable Costs of the Jonestown Wastewater Extension;

(vi) The rebate of Water Impact Fees, Wastewater Impact Fees and Jonestown Wastewater Impact Fees to the Owner shall terminate and expire on the earlier to occur of the following:

(A) With respect to Water Impact Fees, expiration of the fifteen (15) year period provided in subsection (a)(i) above; and with respect to Wastewater Impact Fees and Jonestown Wastewater Impact Fees, expiration of the twenty (20) year period provided in subsection (a)(ii) above;

(B) Owner failing to comply with the Schedule of Development in Section 5.02;

(C) Owner defaulting in the performance of this Agreement, and failing to timely cure such default;

(D) The rebate of Water Impact Fees will terminate when Owner has received rebates of Water Impact Fees equal to the Reimbursable Costs of the City Water Facilities, and the rebate of Wastewater Impact Fees will terminate when the Owner has received Wastewater Impact Fees equal to the Reimbursable Costs of the City Wastewater Facilities; and

(E) The rebate of the Jonestown Wastewater Impact Fees will terminate when Owner receives rebates of Jonestown Wastewater Impact Fees equal to the Reimbursable Costs of the Jonestown Wastewater Extensions.

**Section 10.05. Reimbursable Costs.** Subject to the terms, provisions and conditions of this Agreement, the City will rebate sixty percent (60%) of the Water Impact Fees, not to exceed the Reimbursable Costs for the City Water Facilities, and one hundred percent (100%) of the Wastewater Impact Fees, not to exceed the Reimbursable Costs of the City Wastewater Facilities; provided that, notwithstanding any other term, provision or condition of this Agreement, Owner shall not be entitled to receive: (a) rebates of Water Impact Fees to reimburse Owner for the Reimbursable Costs of the City Wastewater Facilities; (b) rebates of Wastewater Impact Fees to reimburse Owner for the Reimbursable Costs of the City Water Facilities; (c) Wastewater Impact Fees paid for wastewater connections within the Property that exceed the Reimbursable Costs of the City Wastewater Facilities; and (d) Jonestown Wastewater Impact Fees shall be paid to the Owner up to, and not to exceed, the Reimbursable Costs of the Jonestown Wastewater Extension. Rebates of Impact Fees due to Owner are referred to herein, respectively, as “**Impact Fee Rebates**”. Commencing on the date of filing of the Final Plat of the Initial Project Phase, and

continuing until such rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account (the "**Escrow Account**") for the Water and Wastewater Impact Fees and the Jonestown Wastewater Impact Fee, respectively, until such time if any as Owner has received Impact Fee Rebates equal in amount to the Reimbursable Costs of the City Water Facilities and the City Wastewater Facilities and Jonestown Wastewater Impact Fees up to the amount of the Reimbursable Costs for the Jonestown Wastewater Extension, respectively, and deposit into the Escrow Account(s), as applicable, the percentages of all Water and Wastewater Impact Fees, and the Jonestown Wastewater Impact Fees, as applicable respectively, paid to and received by the City. The Escrow Account(s) will be held by City and the Impact Fee Rebates paid out to Owner as provided in this Agreement. Payments of Impact Fee Rebates to Owner shall begin after Owner completes and obtains City acceptance of one of the City Water Facilities or one of the City Wastewater Facilities, as applicable. Payment of the Jonestown Wastewater Impact Fee shall begin after Owner completes and obtains City acceptance of the Jonestown Wastewater Extension and the City of Jonestown begins paying such fees.

**Section 10.06. Payment of Impact Fee Rebates.** Impact Fee Rebates will be paid by the City to Owner quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date the City receives the Water Impact Fees or Wastewater Impact Fees. The payments will be in an amount equal to sixty percent (60%) of the Water Impact Fees and one hundred percent (100%) of the Wastewater Impact Fees and the Jonestown Wastewater Impact Fee collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Water and Wastewater Impact Fees for the connection of two lots within the Property in November and December 2014, then, in that event, on or before the 15th day of January 2015, the City will pay an Impact Fee Rebate to Owner (or its assignee) in an amount equal to sixty percent of the Water Impact Fees and one hundred percent of the Wastewater Impact Fees collected during the prior quarter. As further example, if for the months of January, February and March 2014 the City collects Water and Wastewater Impact Fees for the connection of five lots within the Property, and a Jonestown Wastewater Impact Fee for connection of a lot within the Jonestown Wastewater Extension, then, on or before April 15, 2014, the City will pay an Impact Fee Rebate to Owner in an amount equal to sixty percent (60%) of the amount of the Water Impact Fees, one hundred percent (100%) of the Wastewater Impact Fees collected for the five lots, and an amount equal to the Jonestown Wastewater Impact Fee received by the City. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating: (1) Water Impact Fees at such time, if any, as Owner, its grantees, successors and assigns, have been paid Water Impact Fees in an amount equal to the Reimbursable Costs of the City Water Facilities constructed and completed by Owner; (2) Wastewater Impact Fees at such time, if any, as Owner, its grantees, successors and assigns, have been paid Wastewater Impact Fees in an amount equal to the Reimbursable Costs of the City Wastewater Facilities; and (3) Jonestown Wastewater Impact Fees at such time, if any, as Owner, its grantees, successors and assigns, have been paid Jonestown Wastewater Impact Fees in an amount equal to the Reimbursable Costs of the Jonestown Wastewater Extension, constructed and completed by Owner. It is further specifically provided that Owner shall not receive Impact Fee Rebates at anytime that are in excess of Reimbursable Costs of the Water Projects or the Wastewater Projects and, as applicable, the Jonestown Wastewater Extension, then due and payable to Owner; provided that so long as the rebate of Impact Fees has not terminated, City Water Facilities or City Wastewater Facilities remain to be constructed by Owner and Owner is in compliance with this Agreement, City shall continue to deposit the applicable Impact Fees into the Escrow Account.

**Section 10.07. Payment of Tax Rebate Amount.** Subject to the terms, conditions, and limitations of this Section 10.07, the Owner shall receive payments of the Tax Rebate Amount (hereinafter defined) with respect to reimbursement of the Public Improvements as defined in Section 6.01(b). The rebate period for the Tax Rebate Amount (the “**Tax Rebate Period**”) shall be the twenty-five (25) year period that begins on January 1, 2014, and ends on December 31<sup>st</sup> twenty-five years thereafter. The Owner shall receive that portion of the total ad valorem tax collected by the City each year during the Tax Rebate Period on the Property produced by the levy of a rate equal to \$0.2371 per \$100 of assessed valuation (“**Tax Rebate Amount**”), subject to the following terms and conditions:

(a) Commencing on January 1, 2014 , the City will maintain a separate escrow account (the “**Tax Escrow Account**”), and, during the Tax Rebate Period, deposit the Tax Rebate Amount for 2014 and each subsequent tax year during the Tax Rebate Period, into the Tax Escrow Account. The Tax Escrow Account will be held by the City and the Tax Rebate Amount paid out to Owner as provided in this Agreement.

(b) Beginning in June 2015, portions of the Tax Rebate Amount on hand and available will be paid by the City to the Owner annually in arrears on or before June 30<sup>th</sup> of each year during the Tax Rebate Period. The City’s obligation to make payments of the Tax Rebate Amount shall terminate upon the end of the Tax Rebate Period; the final Tax Rebate Amount, the (for calendar year 2039) will be paid to the Owner on June 30, 2040.

(c) Upon receipt, portions of the Tax Rebate Amount may be used to assist with funding Project Improvements. The Tax Rebate Amount may be used to assist with funding any portions of the Reimbursable Costs of the City Wastewater Facilities that have not been reimbursed to Owner by Impact Fee Rebates as of (i) the expiration of the impact fee rebate period established in Section 10.04(a) (ii) above; or (ii) the portion of the Impact Fee Rebates that includes the Wastewater Impact Fee for the last lot, tract, parcel or building site within the Property and the Jonestown Wastewater Extension, whichever is earliest to occur. In no event will the Tax Rebate Amount be used in combination with Impact Fee Rebates to fund more than the Reimbursable Costs of the City Wastewater Facilities.

**Section 10.08. Commercial Retail and/or Office Development.** The Concept Plan provides for the development of not less than 218,000 square feet of commercial retail and/or office space and 300 multi-family residential units within the Property. Owner anticipates that commercial retail and/or office, and multi-family residential development will occur in phases over time. Owner shall set aside and reserve not less than eighteen (18) acres of the Property for multi-family residential units and forty-two (42) acres of the Property for commercial retail and/or office uses, and make commercially reasonable efforts to promote and accelerate commercial retail and/or office development within the Property.

**Section 10.09. Limited Obligations.** The obligations of the City to make periodic payments under Section 10.06 and 10.07 of this Agreement (a) are limited obligations payable solely out of Impact Fee Rebates and Tax Rebate Amounts, if any, actually received by the City; and (b) arise,

from time to time, only when and to the extent funds are actually available and on hand in the Escrow Account and Tax Escrow Account, respectively.

## **ARTICLE XI DEFAULT AND REMEDIES FOR DEFAULT**

**Section 11.01. Preventative Default Measures.** The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. The City accordingly agrees that day to day oversight of the implementation of this Agreement shall at all times during its term be assigned to the City Engineer and Director of Development Services, or an Assistant City Manager (or equivalent), subject to the direction of the City Manager. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Owner's request or the City's request, as applicable, the Owner shall meet with the City representative, or the City representative shall convene a meeting of the Parties, as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

**Section 11.02. Default.** It shall be a default under this Agreement if the Owner shall fail to record the Memorandum of Agreement, attached hereto as **Exhibit "F"**, in the Official Public Records of Travis County, Texas, within ninety (90) days of the Effective Date. A failure to record **Exhibit "F"** within such time may not be thereafter cured unless agreed in writing by the City Council. It shall also be a default under this Agreement by a Party, if such Party shall fail to perform any of its obligations under this Agreement and such failure shall remain uncured following the expiration of ten (10) business days after written Notice of such failure. However, in the event the default is of a nature that cannot be cured within such ten (10) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question; but, in no event more than sixty (60) days.

**Section 11.03 Default Unique to City.** The City shall be in default under this Agreement, if after adequate time for review and processing, the City staff unreasonably withholds the approval or release of any proposed development permit, utility service extension request and/or development application with respect to the Property that complies with the terms of this Agreement and that the City staff is authorized to approve administratively. The failure or refusal of the City Council or any board or commission of the City to timely approve any such amendment, modification, permit or application that is not mandated by law shall not constitute a default. The City shall also be in default if it imposes any requirements, standards, moratoria, or interim development controls upon the Property that are in conflict with or limit the express provisions of this Agreement. The City shall not, however, be in default based upon the imposition of requirements, standards, moratoria, interim development controls or temporary moratoria that are required by a state or federal law, rule, regulation or administrative directive, or due to an emergency constituting a threat to the public health or safety, provided that any such moratorium will continue with respect to the Property only during the duration of the emergency. The City shall not be in default if it imposes a moratorium on the Property that is applicable to all areas of the City.

**Section 11.04. Default Unique to the Owner.** Owner shall be in default under this Agreement if Owner fails to perform any obligation established by this Agreement to be performed by the Owner, and as otherwise provided in this Agreement for default by Owner. It shall be a default

by Owner if the Owner fails to contract with its grantees, successors and assigns to require each such grantee, successor or assignee to acknowledge and accept the terms of this Agreement and waive any legal challenge to this Agreement.

**Section 11.05. Mediation.** In order to avoid unnecessary litigation, in the event that either Party fails to cure an alleged default within the cure period set out in Section 11.02 above, then if requested by either Party, prior to seeking any form of relief from a court of law or agency of competent jurisdiction, or terminating this Agreement, each Party agrees to enter into non-binding mediation concerning the alleged default for a period of not more than thirty (30) days prior to the filing of any court action, or terminating this Agreement. Nothing in this Agreement shall be construed to limit the Parties from mediating a default after any court or agency action may have been filed.

**Section 11.06. No Liability for Actions of Others.** The liabilities, obligations and responsibilities of the Owner under this Agreement are not joint and several and Owner shall not be in default, if any grantee, successor or assign of the Owner of only a part or portion of the Property is in default.

**Section 11.07. Notice and Opportunity to Cure.** If either Party defaults in its obligations under this Agreement, excluding only the Owner timely filing **Exhibit "F"** in the real property records of Travis County, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least ten (10) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the ten (10) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question; but, in no event more than sixty (60) days.

**Section 11.08. Remedies for Default.** If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement only by specific performance or writ of mandamus, or any other equitable remedy. In the event of a default by the City, Owner will be entitled only to seek a writ of mandamus or any other equitable remedy. All remedies available to a Party will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. Subject only to the provisions set forth in Section 11.05 to proceed with non-binding mediation prior to termination, if requested, either Party may terminate this Agreement for a default by the other Party, if the default continues after the giving of written notice and opportunity to cure.

**Section 11.09. Reservation of Rights.** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws. Neither Party waives any legal right or defense available at law or in equity.

**Section 11.10. Attorneys Fees.** A Party shall not be liable to the other Party for attorney fees or costs incurred in connection with any litigation between the Parties, in which a Party seeks to obtain a remedy from the other Party, including appeals and any post-judgment proceedings.

**Section 11.11. Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

**Section 11.12. No Third Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement any notice of default or action seeking a remedy for such default must be made by the Owner.

**Section 11.13. Litigation.** In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, for so long as Owner owns any portion of the Property, Owner and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. The filing of any third party lawsuit relating to this Agreement or the development of the Property will not delay, stop or otherwise affect the development of the Public Improvements or the City's processing or issuance of any approvals for the Public Improvements, unless otherwise required by a court order. Owner shall reimburse the City for any costs, expenses and fees reasonably incurred by the City, not included within coverages provided by any City insurance policies then in effect, by reason of any claim or litigation filed by a third person, i.e. any person or entity other than the Owner, regarding this Agreement.

## **ARTICLE XII MISCELLANEOUS AND CLOSING PROVISIONS**

**Section 12.01. Effective Date.** The "Effective Date" of this Agreement shall be the date upon which the City Council approves this Agreement.

**Section 12.02. Term.** This Agreement shall commence and bind the Parties on the Effective Date. The Term of this Agreement shall be twenty-five (25) years (the "Term"), unless sooner terminated as provided in Section 12.03 or by express written agreement executed by both Parties. Notwithstanding any provision of this Agreement to the contrary, if, at the expiration of the Term, the Owner is not in default under this Agreement, then (1) the land use entitlements and the Owner's right to purchase LUEs for the undeveloped portions of the Property, and (2) the Owner's right to Tax Rebate Amounts for the full Tax Rebate Period shall survive the expiration of this Agreement.

**Section 12.03. Termination.** This Agreement shall terminate on the earlier to occur of the Owner completing the development and build-out of the Property, the expiration of the Term of this Agreement, or by a non-defaulting Party giving notice of termination upon a defaulting Party

failing to timely cure a default for which written notice of default has been given. This Agreement may also be terminated as to all of the Property by express written agreement executed by the City and Owner, or, if third parties then own any proposed or existing section(s) or phase(s) of the Property, all the then current owners of all portions of the Property (other than owners of lots purchased for direct use by the purchaser). This Agreement may be terminated as to a portion of the Property only by express written agreement executed by the City and the owners of the portion of land affected by the termination; provided that Owner must consent in writing to such termination if Owner still owns any portion of the Property. In the event this Agreement is terminated by mutual agreement of the Parties or by its terms, the Parties shall promptly execute and file of record in the Official Public Records of Travis County, Texas, a document confirming the termination of this Agreement, and other documents as necessary to reflect the basis on which such termination occurs.

**Section 12.04. Addition of Land.** If Owner acquires land that is adjacent to and abuts the Property, and Owner desires to incorporate that land into this Agreement, Owner may give written notice to the City requesting the addition of the land to this Agreement (“Additional Property Notice”). The Additional Property Notice shall include a description of the land requested to be added (“Additional Property”). Upon receipt of an Additional Property Notice, the City Council may, in its sole discretion consent to and approve the amendment of this Agreement to include the Additional Property. The amendment and addition of the Additional Property to this Agreement may include such terms, conditions and requirements as are lawful and required by the City.

**Section 12.05. Agreement Binds Succession and Runs with the Land.** This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the Property and shall be binding on all future developers and owners of the Property. The Memorandum of Agreement, in the form attached as **Exhibit “F”**, shall be recorded in the Official Public Records of Travis County, Texas, within ninety days after the Effective Date. Nothing in this Agreement is intended to impose the Owner’s development obligations on individual owners that purchase lots for their personal use.

**Section 12.06. Restrictive Covenants.** Upon the transfer of any portion of the Property, Owner, its successors or assigns, shall execute and record a restrictive covenant that expressly restricts the conveyed property to the applicable terms of this Agreement; provided, however, with respect to a fully developed and improved lot within the Property acquired by an end-buyer, the restrictive covenants shall only restrict such lot and the owners thereof as specifically provided herein and as provided in the bylaws, covenants and other documents adopted by an Association established pursuant to the requirements of Section 9.04.

**Section 12.07. City of Jonestown Wastewater Service.**

- (a) Owner will design, construct and install the wastewater lines, pumps, valves and facilities necessary to extend wastewater service from the City to the tract of land, shown and described on the attached **Exhibit “G”** (the “Jonestown Wastewater Extension”). The design and construction of the Jonestown Wastewater Extension will occur concurrently with the development of the land within the Property that is adjacent to the point of delivery. The point of delivery will be agreed upon by the Parties and shall be at the Boundary Line shown on the map attached as **Exhibit “G”**. The Jonestown Wastewater Extension will be

connected to the Project Internal Facilities and have sufficient capacity for the City to provide the City of Jonestown wastewater service for 500 LUEs. If the Jonestown Wastewater Extension is not completed with the build-out of the Preliminary Plat approved for property that is adjacent to the delivery point, the City may: (a) withhold further approvals of Preliminary and Final Plats of the Property until such time as the Jonestown Wastewater Extension is constructed by of the Owner and accepted by the City; and/or file suit to require specific performance by the Owner.

(b) The obligation of the Owner and the City to extend the above referenced wastewater service to the point of delivery resulted from the Owner requesting the City of Jonestown (“**Jonestown**”) to release a portion of the Property from the ETJ of Jonestown to the ETJ of the City, and Jonestown requiring, as consideration for such release: (i) the City to agree to release certain ETJ from the City to Jonestown; (ii) the City and Owner agreeing to cause Owner to extend wastewater facilities to the Jonestown Wastewater Extension area; and (iii) the City to thereafter provide wholesale wastewater service to Jonestown for such area. Wastewater service will be provided within the Jonestown Wastewater Extension by Jonestown, as a wholesale customer of the City, and Jonestown will extend such service as and when the City Council of Jonestown, in its discretion, votes to extend and undertake such wastewater service.

(c) Jonestown will collect and pay to the City impact fees for wastewater connections within the Jonestown Wastewater Extension area, as and when, if ever, that Jonestown installs the wastewater facilities necessary to extend wastewater service within the area shown on **Exhibit “G”**. The Jonestown Wastewater Impact Fees for wastewater within such area shall be paid to and collected by the City from the City of Jonestown or the builder or owner of the property requesting wastewater service as and when wastewater connections are made. The City will not rebate or pay wastewater impact fees to the Owner for service within the area shown on **Exhibit “G”** until such time, if any, as they are received from Jonestown or the builder or owner requesting service. The City of Jonestown may, in its discretion, establish a wastewater impact fee that is higher than the Jonestown Wastewater Impact Fee (as defined herein).

**Section 12.08. Assignment.** Owner may, with the written consent of the City, which shall not be unreasonably withheld, assign this Agreement, in whole or in part, with respect to all or part of the Property. Owner shall provide the City with advance written notice of any such proposed assignment, with a request for written approval, prior to the assignment. In such event, the City may request such information as the City reasonably requires regarding the development expertise and financial capability of the assignee, for its review and consideration of approval. In the event City fails to take action on Owner’s request within forty-five (45) days from the date of its receipt of Owner’s written notice, unless Owner has requested the City to delay such decision, the Owner’s request shall be and constitute City’s approval of such assignment. Upon such assignment or partial assignment being approved by City, Owner shall be released from the obligations under this Agreement that are specified by the City in the written consent. Upon the City granting written consent to the assignment, except as specified by the City in the written consent, the Owner shall have no further liability with respect to this Agreement for the part of

the Property so assigned. Owner may assign the rights to receive Impact Fee Rebates and Tax Rebates.

**Section 12.09. Continuing Obligations.** For so long as Owner owns any portion of the Property, Owner agrees to join the City and pay the City's costs and expenses, not included within coverages provided by any City insurance policies then in effect, incurred with respect to any litigation brought against the City by any third party or legal entity that results from, grows out of or regards this Agreement. Owner further agrees to join in any litigation filed by the City at District Court level or higher to enforce this Agreement against any successive owners of any part of the Property, other than individual owners of lots purchased for occupancy by the purchaser, and to share equally in the costs of such litigation with the City; provided, however, that, unless the violation presents a danger to the public health, welfare or safety, City first makes a good faith attempt, if an as appropriate, to use its police powers to enforce this Agreement before proceeding to litigation.

**Section 12.10. Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written instrument approved by the City Council and signed by the Parties. This Agreement supersedes all prior agreements between the Parties concerning the Property and other subject matter of this Agreement.

**Section 12.11. Notice.** Any notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party: (a) by delivering same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the Party to be notified; or (d) by sending same by telefax with confirming copy sent by mail or electronic mail. Notice deposited in the United States mail in the manner described above shall if also sent by electronic mail be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit of the United States mail. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

Owner:           The Lookout Group, Inc.  
                  Attn: William R. Hinckley, President  
                  2370 Rice Blvd., Suite 200  
                  Houston, Texas 77005  
                  Telephone:   (713) 524-5263  
                  Facsimile:   (713) 524-2807

With copy to: William R. Hinckley, President  
                  The Lookout Group, Inc.  
                  1001 Crystal Falls Parkway  
                  Leander, Texas 78641  
                  Telephone:   (512) 260-2066

With copy to: Crawford & Jordan LLP  
Attn: Clay E. Crawford  
3100 McKinnon, Suite 950  
Dallas, Texas 75201  
Telephone: (214) 981-9071

City: City of Leander  
Attn: City Manager  
200 West Willis Street  
P.O. Box 319  
Leander, Texas 78646-0319  
Telephone: (512) 528-2700  
Facsimile: (512) 259-1605

With copy to: Knight & Partners  
Attn: Barney Knight  
Executive Office Terrace  
223 W. Anderson Lane, Suite A105  
Austin, Texas 78752

The Parties shall have the right from time to time to change their respective addresses by giving at least five (5) days written notice to the other Party, and each shall have the right to specify as its address any other address within the United States of America. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

**Section 12.12. Standards Not Binding On Other Governments.** The Parties acknowledge that some requirements, standards or other provisions set forth in this Agreement may require the approval of a governmental entity other than the City to implement. Owner agrees that the City is not responsible for obtaining such approval.

**Section 12.13. Estoppel Certificate.** Within ten (10) business days after receipt of a written request, made by the City to the Owner or to a then current owner of a tract of the Property, or a request made by the Owner or a then current owner of a tract of the Property to the City, the Party receiving the request will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (a) the validity and force and effect of this Agreement in accordance with its terms; (b) modifications or amendments to this Agreement and the substance of such modifications or amendments; (c) the existence of any default to the best of the Party's knowledge; and (d) such other factual matter that may be reasonably requested.

**Section 12.14. No Joint Venture.** The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for the development of property within the City and its ETJ pursuant to its police powers and for the benefit and protection of the public safety, health and welfare.

**Section 12.15. Time.** Time is of the essence in all things pertaining to the performance of this Agreement.

**Section 12.16. Severability.** If any provision of this Agreement is found by a court of applicable jurisdiction to be illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. Furthermore, the Parties agree to negotiate amendment of this Agreement to the degree practical to accomplish the same purpose and objective of the provision of this Agreement that has been found illegal, invalid or unenforceable.

**Section 12.17. Waiver.** Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**Section 12.18. Applicable Law and Venue.** The construction and validity of this Agreement shall be governed by the laws of the State of Texas. Venue for any dispute arising from or related to this Agreement shall be in the State District Courts situated in Travis County, Texas.

**Section 12.19. Reservation of Rights.** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges and immunities under applicable laws.

**Section 12.20. Further Assurances.** The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary, desirable, and found appropriate by the respective Parties, to effectuate the terms of this Agreement.

**Section 12.21. Incorporation of Exhibits by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

**Section 12.22. Counterparts.** This Agreement may be executed in multiple counterparts which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of the Parties executing the instrument whether or not all other Parties have executed same.

**Section 12.23. Exhibits.**

Exhibit "A"	-	Description of the Property, and a Map
Exhibit "A-1"	-	Concept Plan
Exhibit "B"	-	Use Map
Exhibit "B-1"	-	Zoning Map
Exhibit "C"	-	Municipal Services Plan
Exhibit "D"	-	Parks Plan
Exhibit "E"	-	Traffic Impact Analysis
Exhibit "F"	-	Memorandum of Agreement

- Exhibit "G" - City of Jonestown Wastewater Service Area and Point of Connection
- Exhibit "H" - Street and Sidewalk Standards
- Exhibit "I" - Wastewater Force Main and Reclaimed Waterline Alignment

EXECUTED in multiple originals and effective as of the 3<sup>rd</sup> day of May, 2012, the date approved by the City Council of the City of Leander, Texas.

City of Leander, Texas

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

By: John D. Cowman  
Name: John D. Cowman  
Title: Mayor



Lookout Partners, L.P.,  
By: its General Partner,  
Morningside Land & Cattle Company, LLC

By: William R. Hinckley  
Name: William R. Hinckley  
Title: Manager

Key-Deer Partners, L.P.  
By: its General Partner,  
Morningside Land & Cattle Company, LLC

By: William R. Hinckley  
Name: William R. Hinckley  
Title: Manager

**EXHIBIT "A"**  
**(Description of the Property and a Map)**



## CRYSTAL FALLS WEST CONCEPT PLAN

**Metes and Bounds Description** for a 2,118.6 Acre Tract of Land in the J.A. Ybarbo Survey 421, Abstract 840, the C.S. Mason Survey 204, Abstract 2551, the C. Ybarbo Survey 422, Abstract 839, the P.T. Stroud Survey, Abstract 2128, the McKinney & Williams Survey 175, Abstract 2199, the C.W. Owens Survey 71, Abstract 2289, the J.M. Frame Survey, Abstract 303, the J.H. Harris Survey, Abstract 2150, the S. Hamilton Survey, Abstract 357, the L. Carter Survey, Abstract 2209, the B.F. Davis Survey 73, Abstract 2280, the R.F. Hart Survey 56, Abstract 2682, the C.G. Settle Survey 632, Abstract 2201, the I.A. Hampton Survey, Abstract 361, the C.C. Chafin Survey 78, Abstract 2276 and the C. Ybarbo Survey 420, Abstract 838, Travis County, Texas. Being All or a Portion of the following Tracts of Land Conveyed to Lookout Partners, L.P. and Key-Deer Holdings, L.P.: a 925.6 Acre Tract of Land Recorded in Document No. 2007010035, Official Public Records, Travis County, Texas, a 1,013.55 Acre Tract of Land Recorded in Document No. 2000162836, Official Public Records, Travis County, Texas, a 135.653 Acre Tract of Land Recorded in Document No. 2000086311, Official Public Records, Travis County, Texas, a 142.311 Acre Tract of Land Recorded in Volume 13343, Page 323, Real Property Records, Travis County, Texas, a 20.12 Acre Tract of Land Recorded in Document No. 2008113260, Official Public Records, Travis County, Texas, a 186.299 Acre Tract of Land Recorded in Volume 13122, Page 1933, Real Property Records, Travis County, Texas, a 0.303 Acre Tract of Land Recorded in Document No. 2006016672, Official Public Records, Travis County, Texas, a 0.66 Acre Tract of Land Recorded in Document No. 2001002660, Official Public Records, Travis County, Texas, a 24.842 Acre Tract of Land Recorded in Document No. 2001002660, Official Public Records, Travis County, Texas, a 56.765 Acre Tract of Land Recorded in Document No. 2005086917, Official Public Records, Travis County, Texas, a 15.163 Acre Tract of Land Recorded in Document No. 2006054664, Official Public Records, Travis County, Texas, a 1,115.523 Acre Tract of Land Recorded in Volume 13085, Page 1927, Real Property Records, Travis County, Texas, a 5.85 Acre Tract of Land and a 5.69 Acre Tract of Land Recorded in Document No. 2001002662, Official Public Records, Travis County, Texas, and a 580.5211 Acre Tract of Land Recorded in Document No. 2005071849, Official Public Records, Travis County, Texas.

**Beginning** in the northeast right of way line of Nameless Road at the south corner of said 925.6 acre tract for the southwest corner of this tract;

**Thence** with the west line of said 925.6 acre tract the following sixty-two (62) courses and distances:

1. N 56°55'14" W, a distance of 1101.67 feet;
2. N 84°44'14" W, a distance of 163.65 feet;
3. N 64°29'14" W, a distance of 297.22 feet;
4. N 45°44'14" W, a distance of 377.78 feet;
5. N 24°29'14" W, a distance of 100.56 feet;
6. N 69°21'14" W, a distance of 49.57 feet;
7. N 33°58'14" W, a distance of 654.50 feet;
8. N 33°09'14" W, a distance of 177.64 feet;
9. N 23°27'14" W, a distance of 308.88 feet;

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10. N 19°27'14" W, a distance of 133.33 feet;
11. N 15°57'14" W, a distance of 155.56 feet;
12. N 12°27'14" W, a distance of 651.67 feet;
13. N 12°57'14" W, a distance of 38.33 feet;
14. N 31°59'14" W, a distance of 56.94 feet;
15. N 41°59'14" W, a distance of 56.94 feet;
16. N 51°59'14" W, a distance of 56.94 feet;
17. N 56°59'14" W, a distance of 239.72 feet;
18. N 52°57'14" W, a distance of 74.17 feet;
19. N 43°57'14" W, a distance of 93.06 feet;
20. N 37°14'14" W, a distance of 101.42 feet;
21. N 23°57'14" W, a distance of 55.56 feet;
22. N 14°57'14" W, a distance of 130.56 feet;
23. N 08°57'14" W, a distance of 156.34 feet;
24. with a curve to the left having a radius of 1145.00 feet, an arc length of 403.68 feet, and a chord length of 401.59 feet bearing N 19°03'14" W;
25. N 29°09'14" W, a distance of 88.54 feet;
26. with a curve to the left having a radius of 573.00 feet, an arc length of 112.23 feet, and a chord length of 112.05 feet bearing N 34°45'14" W;
27. N 42°40'46" E, a distance of 189.48 feet;
28. N 05°59'14" W, a distance of 339.73 feet;
29. N 61°52'14" W, a distance of 100.13 feet;
30. N 28°08'46" E, a distance of 1650.02 feet;
31. N 27°47'46" E, a distance of 629.83 feet;
32. N 27°58'46" E, a distance of 724.89 feet;
33. S 62°05'14" E, a distance of 827.61 feet;
34. N 15°25'14" W, a distance of 55.80 feet;
35. N 23°00'14" W, a distance of 71.97 feet;
36. N 13°10'46" E, a distance of 93.91 feet;
37. N 44°32'46" E, a distance of 178.03 feet;
38. N 31°33'46" E, a distance of 126.19 feet;
39. N 03°53'46" E, a distance of 165.87 feet;
40. N 25°27'14" W, a distance of 243.08 feet;
41. N 45°10'14" W, a distance of 344.70 feet;
42. N 19°44'46" E, a distance of 56.75 feet;
43. N 38°00'46" E, a distance of 122.78 feet;
44. N 24°37'46" E, a distance of 203.93 feet;
45. N 19°28'14" W, a distance of 397.57 feet;
46. N 18°39'14" W, a distance of 136.15 feet;
47. N 04°42'46" E, a distance of 123.84 feet;
48. N 04°42'46" E, a distance of 59.25 feet;
49. N 42°21'46" E, a distance of 362.98 feet;
50. N 21°06'46" E, a distance of 843.99 feet;
51. N 24°48'46" E, a distance of 153.09 feet;
52. N 26°35'46" E, a distance of 114.81 feet;
53. N 01°47'14" W, a distance of 332.87 feet;
54. N 08°17'14" W, a distance of 147.88 feet;

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55. N 18°04'46" E, a distance of 167.47 feet;
56. N 26°38'46" E, a distance of 192.37 feet;
57. N 31°16'46" E, a distance of 104.63 feet;
58. N 63°03'46" E, a distance of 224.13 feet;
59. N 83°16'46" E, a distance of 127.11 feet;
60. N 79°23'46" E, a distance of 199.22 feet;
61. S 70°27'14" E, a distance of 177.24 feet;
62. N 65°03'46" E, a distance of 121.02 feet to the west line of said 1,013.55 acre tract;

**Thence with the west line of said 1,013.55 acre tract the following two (2) courses and distances:**

1. N 21°46'06" E, a distance of 248.82 feet;
2. N 01°42'17" E, a distance of 249.55 feet to the northwest corner of this tract;

**Thence through said 1,013.55 acre tract the following forty-three (43) courses and distances:**

1. N 61°47'23" E, a distance of 89.78 feet;
2. S 05°39'08" E, a distance of 2.37 feet;
3. S 20°44'20" E, a distance of 36.03 feet;
4. S 32°03'11" E, a distance of 156.11 feet;
5. S 42°42'15" E, a distance of 229.54 feet;
6. S 34°55'32" E, a distance of 36.10 feet;
7. S 43°12'16" E, a distance of 53.80 feet;
8. S 27°51'11" E, a distance of 26.85 feet;
9. S 11°49'53" E, a distance of 32.56 feet;
10. S 28°25'20" E, a distance of 83.21 feet;
11. S 18°53'25" E, a distance of 46.18 feet;
12. S 08°11'29" E, a distance of 82.61 feet;
13. S 02°33'35" W, a distance of 179.91 feet;
14. S 15°06'38" E, a distance of 143.97 feet;
15. S 28°30'47" E, a distance of 130.55 feet;
16. S 50°49'55" E, a distance of 104.90 feet;
17. S 65°18'21" E, a distance of 78.76 feet;
18. S 89°39'14" E, a distance of 223.35 feet;
19. S 43°18'24" E, a distance of 144.30 feet;
20. N 71°18'27" E, a distance of 178.65 feet;
21. S 73°31'47" E, a distance of 199.07 feet;
22. N 77°56'32" E, a distance of 241.18 feet;
23. with a curve to the right having a radius of 204.42 feet, an arc length of 339.42 feet, and a chord length of 301.76 feet bearing S 53°58'21" E;
24. S 10°03'22" E a distance of 199.25 feet;
25. with a curve to the left having a radius of 134.88 feet, an arc length of 300.75 feet, and a chord length of 242.20 feet bearing N 89°32'15" E,;
26. with a curve to the right having a radius of 206.10 feet, an arc length of 531.80 feet, and a chord length of 396.07 feet bearing S 84°27'30" E;
27. with a curve to the left with a radius of 261.59 feet, an arc length of 266.45 feet, and a chord length of 255.08 feet bearing S 34°19'47" E;
28. with a curve to the right with a radius of 697.75 feet, an arc length of 284.15 feet, and a chord length of 282.19 feet bearing S 50°25'00" E;

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29. with a curve to the left having a radius of 1032.63 feet, an arc length of 798.23 feet, and a chord length of 778.51 feet bearing S 58°07'28" E;
30. with a curve to the right having a radius of 73.07 feet, an arc length of 95.00 feet, and a chord length of 88.45 feet bearing S 42°27'15" E;
31. with a curve to the left having a radius of 1368.45 feet, an arc length of 456.47 feet, and a chord length of 454.36 feet bearing S 16°12'14" E;
32. with a curve to the left having a radius of 102.57 feet, an arc length of 98.77 feet, and a chord length of 95.00 feet bearing S 49°18'55" E;
33. S 80°29'32" E, a distance of 201.66 feet;
34. with a curve to the left having a radius of 172.72 feet, an arc length of 157.38 feet, and a chord length of 151.99 feet bearing N 69°55'50" E;
35. with a curve to the right having a radius of 71.76 feet, an arc length of 135.23', and a chord length of 116.09 feet bearing S 83°16'34" E;
36. S 22°42'23" E, a distance of 250.66 feet;
37. with a curve to the left having a radius of 1055.22 feet, an arc length of 399.59 feet, and a chord length of 397.21 feet bearing S 38°27'34" E;
38. S 46°49'03" E, a distance of 189.95 feet;
39. S 46°49'29" E, a distance of 333.37 feet;
40. with a curve to the right having a radius of 44.96 feet, an arc length of 53.90 feet, and a chord length of 50.73 feet bearing S 08°41'29" E;
41. with a curve to the left having a radius of 176.18 feet, an arc length of 291.28', and a chord length of 259.22 feet bearing S 23°10'51" E;
42. S 82°08'27" E, a distance of 302.68 feet;
43. with a curve to the left having a radius of 1812.74 feet, an arc length of 436.86 feet, and a chord length of 435.80 feet bearing S 87°40'55" E to the east line of said 1,013.55 acre tract;

**Thence** with the east line of said 1,013.55 acre tract the following ten (10) courses and distances:

1. S 66°20'32" E, a distance of 151.30 feet;
2. S 46°52'43" E, a distance of 82.52 feet;
3. S 27°43'28" E, a distance of 88.97 feet;
4. S 13°35'49" W, a distance of 195.97 feet;
5. S 36°59'59" W, a distance of 135.93 feet;
6. S 85°17'08" W, a distance of 115.45 feet;
7. S 62°55'14" W, a distance of 91.15 feet;
8. S 22°26'13" W, a distance of 67.46 feet;
9. S 38°56'53" W, a distance of 37.30 feet;
10. S 15°38'55" W, a distance of 281.01 feet to the west line of said 186.299 acre tract;

**Thence** through said 186.299 acre tract the following sixteen (16) courses and distances:

1. S 00°04'46" W, a distance of 769.00 feet;
2. with a curve to the left having a radius of 130.45 feet, an arc length of 244.30 feet, and a chord length of 210.13 feet bearing S 48°31'04" E;
3. N 57°13'51" E, a distance of 157.46 feet;
4. with a curve to the right having a radius of 414.96 feet, an arc length of 170.01 feet, and a chord length of 168.82 feet bearing N 71°04'32" E;
5. with a curve to the right having a radius of 60.09 feet, an arc length of 51.95 feet, and a

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- chord length of 50.35 feet bearing S 80°33'37" E;
6. with a curve to the right having a radius of 153.14 feet, an arc length of 146.77 feet, and a chord length of 141.22 feet bearing S 09°34'37" E;
  7. S 17°39'41" W, a distance of 220.88 feet;
  8. with a curve to the left having a radius of 272.94 feet, an arc length of 382.40 feet, and a chord length of 351.88 feet bearing S 24°14'30" E;
  9. S 57°26'00" E, a distance of 240.67 feet;
  10. with a curve to the right having a radius of 357.70 feet, an arc length of 469.97 feet, and a chord length of 436.89 feet bearing S 17°36'51" E;
  11. N 54°28'24" E, a distance of 536.82 feet;
  12. S 23°55'28" E, a distance of 142.30 feet;
  13. with a curve to the left having a radius of 525.00 feet, an arc length of 44.27 feet, and a chord length of 44.26 feet bearing S 26°20'23" E;
  14. S 28°45'20" E, a distance of 141.36 feet;
  15. S 60°23'12" W, a distance of 89.38 feet;
  16. S 28°55'39" E, a distance of 407.24 feet to the east line of said 186.299 acre tract;

**Thence** S 71°45'02" W, a distance of 38.37 feet to connect a deed overlap (S 61°24'46" W, 35.69 feet, Record Calculated);

**Thence** with the east line of said 186.22 acre tract the following five (5) courses and distances:

1. S 74°56'24" W, a distance of 300.06 feet;
2. S 14°54'30" E, a distance of 620.14 feet;
3. S 60°12'16" E, a distance of 217.59 feet;
4. N 57°59'15" E, a distance of 275.24 feet;
5. S 76°49'09" E, a distance of 214.37 feet to the northwest corner of said 0.303 acre tract;

**Thence** N 83°51'23" E with the north line of said 0.303 acre tract, a distance of 167.44 feet to the north line of said 24.842 acre tract;

**Thence** with the north line of said 24.842 acre tract the following three (3) courses and distances:

1. N 62°13'24" E, a distance of 209.63 feet;
2. N 69°13'24" E, a distance of 499.18 feet;
3. N 81°09'24" E, a distance of 20.00 feet to the northeast corner of said 24.842 acre tract;

**Thence** N 82°29'11" E to connect a deed gap, a distance of 11.96 feet to the west line of said 1,115.523 acre tract;

**Thence** through said 1,115.523 acre tract the following two (2) courses and distances:

1. N 75°55'44" E, a distance of 39.19 feet;
2. N 74°29'07" E, a distance of 0.74 feet to the southeast corner of a 20.5826 acre City of Leander Golf Course tract recorded in Volume 10833, Page 1355, Real Property Records, Travis County, Texas;



**Thence** with the east line of said 20.5826 acre tract the following ten (10) courses and distances:

1. N 23°07'03" W, a distance of 197.17 feet;
2. S 84°32'22" W, a distance of 196.19 feet;
3. S 85°21'16" W, a distance of 495.21 feet;
4. S 71°27'48" W, a distance of 518.09 feet;
5. N 17°29'15" W, a distance of 226.36 feet;
6. N 57°47'56" E, a distance of 325.00 feet;
7. N 75°26'37" E, a distance of 279.42 feet;
8. N 79°32'04" E, a distance of 567.23 feet;
9. N 22°54'52" W, a distance of 78.50 feet;
10. with a curve to the right having a radius of 1418.73 feet, an arc length of 156.77 feet, and a chord length of 156.69 feet bearing N 19°49'25" W;

**Thence** through said 186.299 acre tract passing the east line of said 186.299 acre tract and the west line of said 1,115.523 acre tract with a curve to the left having a radius of 52.53 feet, an arc length of 135.30 feet, and a chord length of 100.88 feet bearing N 63°40'45" E;

**Thence** S 20°42'17" E to connect a deed gap, a distance of 3.50 feet to the west line of a 99.1236 acre City of Leander Golf Course tract recorded in Volume 10833, Page 1355, Real Property Records, Travis County, Texas;

**Thence** with the west line of said 99.1236 acre tract the following two (2) courses and distances:

1. with a curve to the left having a radius of 1336.22 feet, an arc length of 162.60 feet, and a chord length of 162.50 feet bearing S 19°34'01" E;
2. S 23°03'11" E, a distance of 653.79 feet to the south corner of said 99.1236 acre tract;

**Thence** with the east line of said 99.1236 acre tract the following fifteen (15) courses and distances:

1. N 67°51'12" E, a distance of 196.02 feet;
2. N 05°49'53" E, a distance of 1026.24 feet;
3. N 27°56'43" E, a distance of 220.00 feet;
4. N 50°16'46" E, a distance of 940.97 feet;
5. N 37°38'47" E, a distance of 587.58 feet;
6. S 82°39'58" E, a distance of 213.07 feet;
7. S 37°42'05" E, a distance of 141.54 feet;
8. S 76°43'20" E, a distance of 106.73 feet;
9. S 81°19'26" E, a distance of 85.00 feet;
10. N 82°35'14" E, a distance of 57.23 feet;
11. S 66°57'53" E, a distance of 123.24 feet;
12. N 38°25'57" E, a distance of 262.54 feet;
13. N 50°17'31" W, a distance of 726.48 feet;
14. N 14°05'39" E, a distance of 129.80 feet;
15. N 60°12'52" E, a distance of 1286.21 feet;

**Thence** N 52°07'52" E to connect a deed gap, a distance of 38.22 feet to the west line of a 436.9248 acre tract recorded in Document No. 2010094028, Official Public Records, Travis County, Texas;



**Thence** with the west line of said 436.9248 acre tract the following sixty-nine (69) courses and distances:

1. S 39°13'45" E, a distance of 664.93 feet;
2. N 48°13'56" E, a distance of 376.53 feet to the northeast corner of this tract;
3. S 47°29'03" E, a distance of 133.80 feet;
4. S 05°26'41" E, a distance of 302.29 feet;
5. S 10°02'17" E, a distance of 136.53 feet;
6. S 01°20'52" E, a distance of 238.56 feet;
7. S 51°43'27" W, a distance of 281.29 feet;
8. N 71°09'46" W, a distance of 274.57 feet;
9. N 26°37'26" W, a distance of 229.50 feet;
10. N 62°23'14" W, a distance of 73.93 feet;
11. N 78°51'44" W, a distance of 97.11 feet;
12. N 74°46'25" W, a distance of 68.75 feet;
13. N 19°04'34" W, a distance of 233.27 feet;
14. N 66°09'56" W, a distance of 92.44 feet;
15. S 28°48'15" W, a distance of 97.91 feet;
16. S 55°03'26" W, a distance of 385.41 feet;
17. S 35°16'39" E, a distance of 338.29 feet;
18. S 32°27'33" E, a distance of 122.34 feet;
19. S 59°11'05" E, a distance of 133.75 feet;
20. S 39°08'39" E, a distance of 241.72 feet;
21. S 53°51'05" E, a distance of 191.68 feet;
22. S 54°11'42" E, a distance of 278.31 feet;
23. S 44°20'04" E, a distance of 292.50 feet;
24. S 55°27'28" E, a distance of 205.21 feet;
25. S 01°45'41" E, a distance of 143.50 feet;
26. S 49°28'44" W, a distance of 73.14 feet;
27. S 10°02'58" E, a distance of 155.46 feet;
28. N 69°29'08" W, a distance of 243.59 feet;
29. S 61°45'49" W, a distance of 128.97 feet;
30. N 51°13'01" W, a distance of 226.66 feet;
31. S 62°06'35" W, a distance of 183.32 feet;
32. N 58°46'16" W, a distance of 231.51 feet;
33. S 40°23'49" W, a distance of 156.02 feet;
34. N 31°44'10" W, a distance of 53.51 feet;
35. N 71°29'44" W, a distance of 160.71 feet;
36. N 29°00'06" W, a distance of 174.77 feet;
37. N 54°30'52" W, a distance of 123.32 feet;
38. N 70°37'36" W, a distance of 547.57 feet;
39. N 81°47'32" W, a distance of 103.72 feet;
40. S 48°26'46" W, a distance of 187.63 feet;
41. S 26°03'04" W, a distance of 213.77 feet;
42. S 30°15'14" W, a distance of 152.81 feet;
43. S 35°12'20" W, a distance of 70.58 feet;
44. S 54°05'15" W, a distance of 117.64 feet;
45. S 13°43'58" W, a distance of 196.40 feet;

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46. S 23°30'58" W, a distance of 197.56 feet;
47. S 41°39'20" W, a distance of 65.36 feet;
48. S 25°44'02" E, a distance of 199.30 feet;
49. S 84°45'44" W, a distance of 171.08 feet;
50. S 67°03'44" W, a distance of 549.62 feet;
51. S 03°14'42" W, a distance of 3.50 feet;
52. S 03°08'47" E, a distance of 278.08 feet;
53. S 40°32'21" W, a distance of 148.93 feet;
54. S 61°18'15" E, a distance of 659.29 feet;
55. N 16°25'42" E, a distance of 987.35 feet;
56. S 20°39'02" E, a distance of 122.16 feet;
57. S 13°06'05" E, a distance of 244.19 feet;
58. S 85°00'01" E, a distance of 133.58 feet;
59. N 82°44'44" E, a distance of 248.46 feet;
60. S 22°59'48" E, a distance of 138.17 feet;
61. N 89°35'30" E, a distance of 350.31 feet;
62. S 76°15'12" E, a distance of 138.24 feet;
63. S 07°09'04" E, a distance of 331.68 feet;
64. S 84°16'36" E, a distance of 449.17 feet;
65. N 87°12'09" E, a distance of 176.65 feet;
66. S 63°17'35" E, a distance of 290.88 feet;
67. S 70°42'05" E, a distance of 207.99 feet;
68. S 88°23'50" E, a distance of 315.14 feet;
69. S 78°46'13" E, a distance of 238.77 feet to the east line of said 1,115.523 acre tract;

**Thence** with the east line of said 1,115.523 acre tract the following twenty-two (22) courses and distances:

1. S 42°52'30" W, a distance of 587.90 feet;
2. S 43°23'26" W, a distance of 7.46 feet;
3. N 16°46'40" W, a distance of 29.44 feet;
4. N 31°33'53" W, a distance of 39.47 feet;
5. N 60°56'31" W, a distance of 46.30 feet;
6. S 53°30'39" W, a distance of 39.40 feet;
7. S 25°26'22" W, a distance of 38.64 feet;
8. S 10°36'31" W, a distance of 46.78 feet;
9. S 17°12'31" W, a distance of 128.40 feet;
10. S 42°12'18" E, a distance of 24.15 feet;
11. S 42°56'56" W, a distance of 173.94 feet;
12. S 42°54'41" W, a distance of 120.07 feet;
13. S 42°47'25" W, a distance of 120.21 feet;
14. S 42°47'15" W, a distance of 108.40 feet;
15. S 42°43'24" W, a distance of 131.67 feet;
16. S 42°43'22" W, a distance of 120.10 feet;
17. S 42°49'17" W, a distance of 148.02 feet;
18. S 42°34'46" W, a distance of 92.01 feet;
19. S 43°01'19" W, a distance of 206.75 feet;
20. S 42°49'44" W, a distance of 301.25 feet;

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21. S 47°34'32" E, a distance of 410.51 feet;
22. S 42°54'27" W, a distance of 185.92 feet;

**Thence** through said 1,115.523 acre tract the following seven (7) courses and distances:

1. S 61°01'15" W, a distance of 340.42 feet;
2. S 00°11'45" E, a distance of 601.12 feet;
3. S 10°07'15" W, a distance of 200.02 feet;
4. S 58°28'15" W, a distance of 208.41 feet;
5. S 28°11'18" W, a distance of 250.81 feet;
6. S 55°31'45" E, a distance of 36.54 feet;
7. with a curve to the right having a radius of 237.82 feet, an arc length of 151.92 feet, and a chord length of 149.35 feet bearing S 37°09'45" E to the east line of said 1,115.523 acre tract;

**Thence** with the east line of said 1,115.523 acre tract the following two (2) courses and distances:

1. S 18°45'25" E, a distance of 798.51 feet;
2. with a curve to the right having a radius of 20.00 feet, an arc length of 26.10 feet, and a chord length of 24.29 feet bearing S 18°37'55" W to the new northeast right of way line of R.M. 1431 for the southeast corner of this tract;

**Thence** with said new northeast right of way line of R.M. 1431 the following fourteen (14) courses and distances:

1. with a curve to the left having a radius of 622.96 feet, an arc length of 159.85 feet, and a chord length of 159.41 feet bearing of S 48°38'21" W;
2. S 41°17'17" W, a distance of 147.53 feet;
3. with a curve to the right having a radius of 1200.00 feet, an arc length of 273.45 feet, and a chord length of 272.86 feet bearing S 86°31'12" W;
4. N 03°02'54" E, a distance of 50.00 feet;
5. with a curve to the right having a radius of 1150.00 feet, an arc length of 1342.41 feet, and a chord length of 1267.48 feet bearing N 53°30'39" W;
6. N 45°03'45" E, a distance of 27.67 feet;
7. N 24°32'50" W, a distance of 199.86 feet;
8. N 24°32'50" W, a distance of 190.72 feet;
9. N 24°32'50" W, a distance of 219.85 feet;
10. S 72°47'11" W, a distance of 148.40 feet;
11. with a curve to the left having a radius of 1195.92 feet, an arc length of 50.68 feet, and a chord length of 50.68 feet bearing N 36°21'28" W;
12. N 72°47'11" E, a distance of 114.50 feet;
13. with a curve to the left having a radius of 1450.00 feet, an arc length of 138.13 feet, and a chord length of 138.08 feet bearing N 41°21'58" W;
14. N 44°05'43" W, a distance of 109.72 feet to the west line of said 1,115.523 acre tract;

**Thence** with the west line of said 1,115.523 acre tract the following nineteen (19) courses and distances:

1. N 09°07'49" W, a distance of 22.02 feet;
2. N 15°11'10" W, a distance of 58.26 feet;
3. N 19°51'29" W, a distance of 54.61 feet;
4. N 35°47'23" W, a distance of 218.12 feet;

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5. N 19°20'26" W, a distance of 69.60 feet;
6. N 12°07'20" W, a distance of 112.79 feet;
7. N 03°11'38" E, a distance of 105.70 feet;
8. N 00°30'23" W, a distance of 51.36 feet;
9. N 08°26'54" E, a distance of 66.93 feet;
10. N 15°08'46" W, a distance of 85.64 feet;
11. N 16°51'17" W, a distance of 25.03 feet;
12. N 19°40'46" W, a distance of 25.03 feet;
13. N 25°52'14" W, a distance of 25.01 feet;
14. N 43°45'39" W, a distance of 146.47 feet;
15. N 52°15'08" W, a distance of 27.21 feet;
16. N 69°47'18" W, a distance of 94.70 feet;
17. N 68°04'55" W, a distance of 196.90 feet;
18. N 28°33'43" E, a distance of 973.27 feet;
19. N 60°47'38" W, a distance of 212.89 feet to the southeast corner of said 24.842 acre tract;

**Thence** with the south line of said 24.842 acre tract the following two (2) courses and distances:

1. N 60°59'36" W, a distance of 133.92 feet;
2. N 62°40'36" W, a distance of 338.02 feet to the northeast corner of said 56.765 acre tract;

**Thence** S 54°22'19" W with the east line of said 56.765 acre tract, a distance of 251.47 feet to the northeast corner of said 15.163 acre tract;

**Thence** with the east and south lines of said 15.163 acre tract the following twelve (12) courses and distances:

1. S 54°16'51" W, a distance of 154.89 feet;
2. S 33°14'56" W, a distance of 92.21 feet;
3. S 32°52'51" W, a distance of 93.00 feet;
4. N 85°38'09" W, a distance of 165.80 feet;
5. S 77°19'51" W, a distance of 167.03 feet;
6. S 37°16'51" W, a distance of 384.61 feet;
7. S 30°01'51" W, a distance of 92.78 feet;
8. S 37°42'51" W, a distance of 319.03 feet;
9. S 42°44'51" W, a distance of 295.99 feet;
10. S 08°52'51" W, a distance of 174.88 feet to the north right of way line of R.M. 1431;
11. with a curve to the right having a radius of 2804.79 feet, an arc length of 221.60 feet, and a chord length of 221.54 feet bearing N 65°35'23" W;
12. N 63°19'33" W, a distance of 80.01 feet to the southwest corner of said 15.163 acre tract and the southeast corner of said 56.765 acre tract;

**Thence** with the south line of said 56.765 acre tract and the north right of way line of said R.M. 1431 the following eight (8) courses and distances:

1. N 63°17'40" W, a distance of 179.65 feet;
2. N 53°20'42" W, a distance of 101.33 feet;
3. N 62°38'56" W, a distance of 105.41 feet;

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4. N 62°38'56" W, a distance of 48.63 feet;
5. N 78°02'14" W, a distance of 179.45 feet;
6. with a curve to the left having a radius of 686.78 feet, an arc length of 283.40 feet, and a chord length of 281.39 feet bearing N 80°19'02" W;
7. S 87°44'59" W, a distance of 60.77 feet;
8. with a curve to the left having a radius of 766.34 feet, an arc length of 119.55 feet, and a chord length of 119.43 feet bearing S 83°18'04" W to the southwest corner of said 56.765 acre tract and the southeast corner of said 20.12 acre tract;

**Thence** with the south line of said 20.12 acre tract and the north right of way line of said R.M. 1431 the following three (3) courses and distances:

1. with a curve to the left having a radius of 761.40 feet, an arc length of 335.75 feet, and a chord length of 333.04 feet bearing S 66°07'02" W;
2. S 53°29'37" W, a distance of 139.13 feet;
3. with a curve to the right having a radius of 982.85 feet, an arc length of 358.20 feet, and a chord length of 356.22 feet bearing S 63°58'39" W to the southwest corner of said 20.12 acre tract and the southeast corner of said 142.311 acre tract;

**Thence** S 74°23'08" W with the south line of said 142.311 acre tract and the north right of way line of said R.M. 1431, a distance of 636.90 feet to the southwest corner of said 142.311 acre tract;

**Thence** N 18°27'27" W with the west line of said 142.311 acre tract, a distance of 2672.52 feet to the west line of said 142.311 acre tract and the east line of said 135.653 acre tract;

**Thence** S 27°32'00" W with the east line of said 135.653 acre tract, a distance of 634.80 feet;

**Thence** with the south line of said 135.653 acre tract the following nine (9) courses and distances:

1. N 60°33'33" W, a distance of 426.90 feet;
2. N 60°58'17" W, a distance of 351.89 feet;
3. N 61°44'47" W, a distance of 60.85 feet;
4. N 60°37'26" W, a distance of 126.42 feet;
5. N 58°31'54" W, a distance of 75.27 feet;
6. N 56°21'21" W, a distance of 140.14 feet;
7. N 35°52'29" E, a distance of 40.41 feet;
8. N 61°34'08" W, a distance of 133.07 feet;
9. N 65°11'24" W, a distance of 48.85 feet to the southwest corner of said 135.653 acre tract and the east line of said 925.6 acre tract;

**Thence** with the east line of said 925.6 acre tract the following eight (8) courses and distances:

1. N 61°58'14" W, a distance of 42.67 feet;
2. S 28°53'46" W, a distance of 572.05 feet;
3. S 73°07'46" W, a distance of 83.40 feet;
4. N 74°28'14" W, a distance of 38.38 feet;
5. S 21°05'46" W, a distance of 66.61 feet;
6. S 21°05'46" W, a distance of 10.33 feet;
7. S 26°56'46" W, a distance of 2507.40 feet;
8. S 28°53'46" W, a distance of 1407.20 feet to the Point of Beginning;

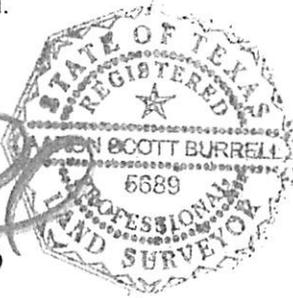
1805 Ouida Drive, Austin, TX 78728  
Phone (512)267-7430 • Fax (512)836-8385



Containing 2,118.6 acres of land, more or less.

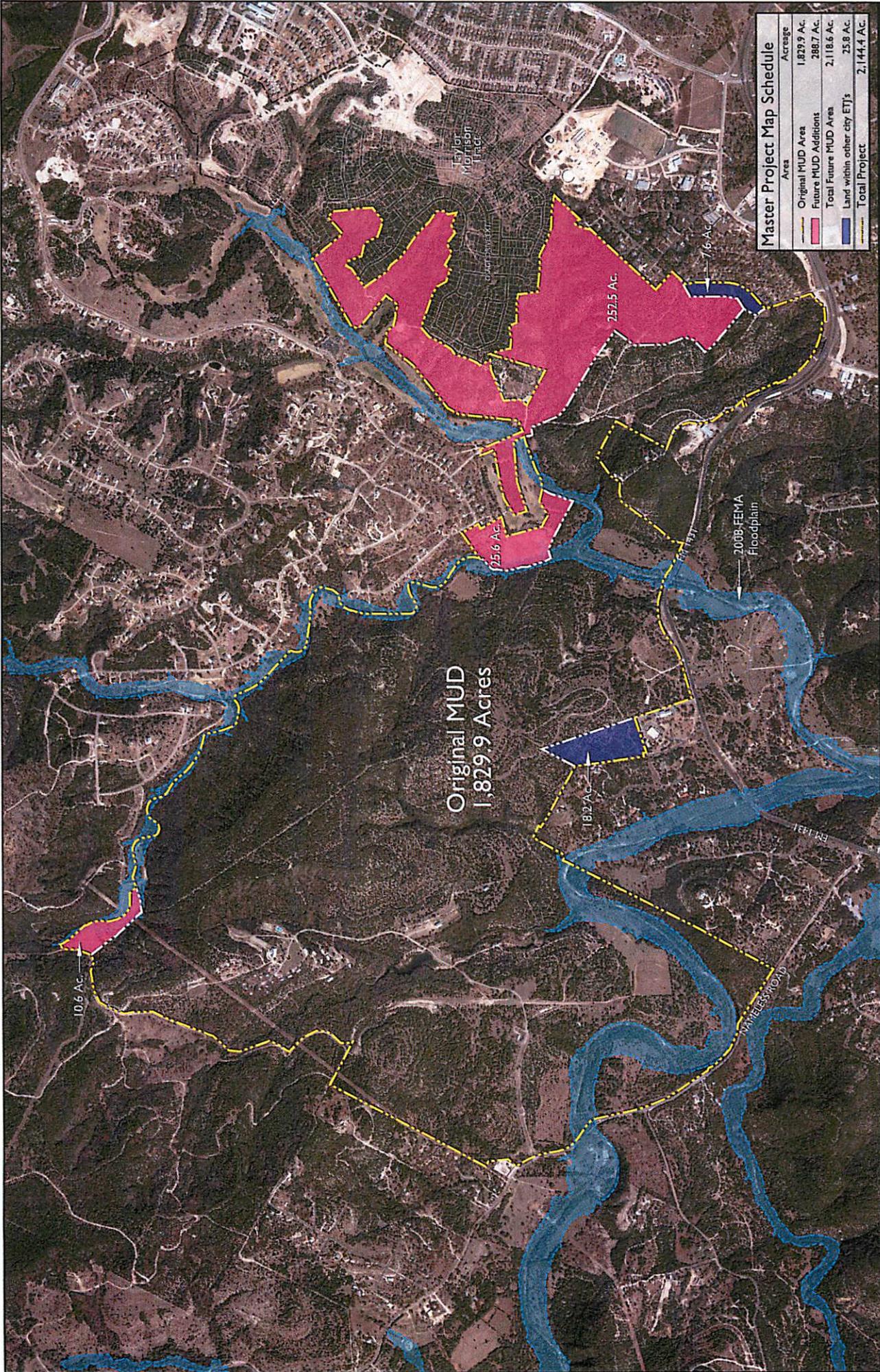
**Basis of Bearing:** The angular relationship of the bearings stated hereon is the same as the deeds of record recited above. Bearings stated hereon are based on a deed compilation of all properties owned by Lookout Partners, L.P. and Key-Deer Holdings, L.P. in this area and rotated to fit the newly aligned right of way of R.M. 1431 per TxDOT right of way maps and deeds and shown to be based on the Texas Coordinate System, NAD 83, Central Zone.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

  
 2-28-12

Aaron S. Burrell, R.P.L.S. No. 5689  
G & R Surveying, LLC  
State of Texas

G&R Surveying project no. 11211



Area	Acreage
Original MUD Area	1,829.9 Ac.
Future MUD Additions	288.7 Ac.
Total Future MUD Area	2,118.6 Ac.
Land within other city ETJ's	25.8 Ac.
<b>Total Project</b>	<b>2,144.4 Ac.</b>

Original MUD  
1,829.9 Acres

**MASTER PROJECT BOUNDARY MAP**

**CRYSTAL FALLS WEST**

DATE: 11/15/2017  
DRAWN BY: JACOB  
SCALE: AS SHOWN

2150 Crystal Falls, Suite 202  
Crystal Falls, NC 28741  
Tel: 704.838.1111 Fax: 704.838.1112  
www.cfwest.org

**EXHIBIT "A-1"**  
**(Concept Plan)**

# CRYSTAL FALLS WEST MASTER CONCEPT PLAN

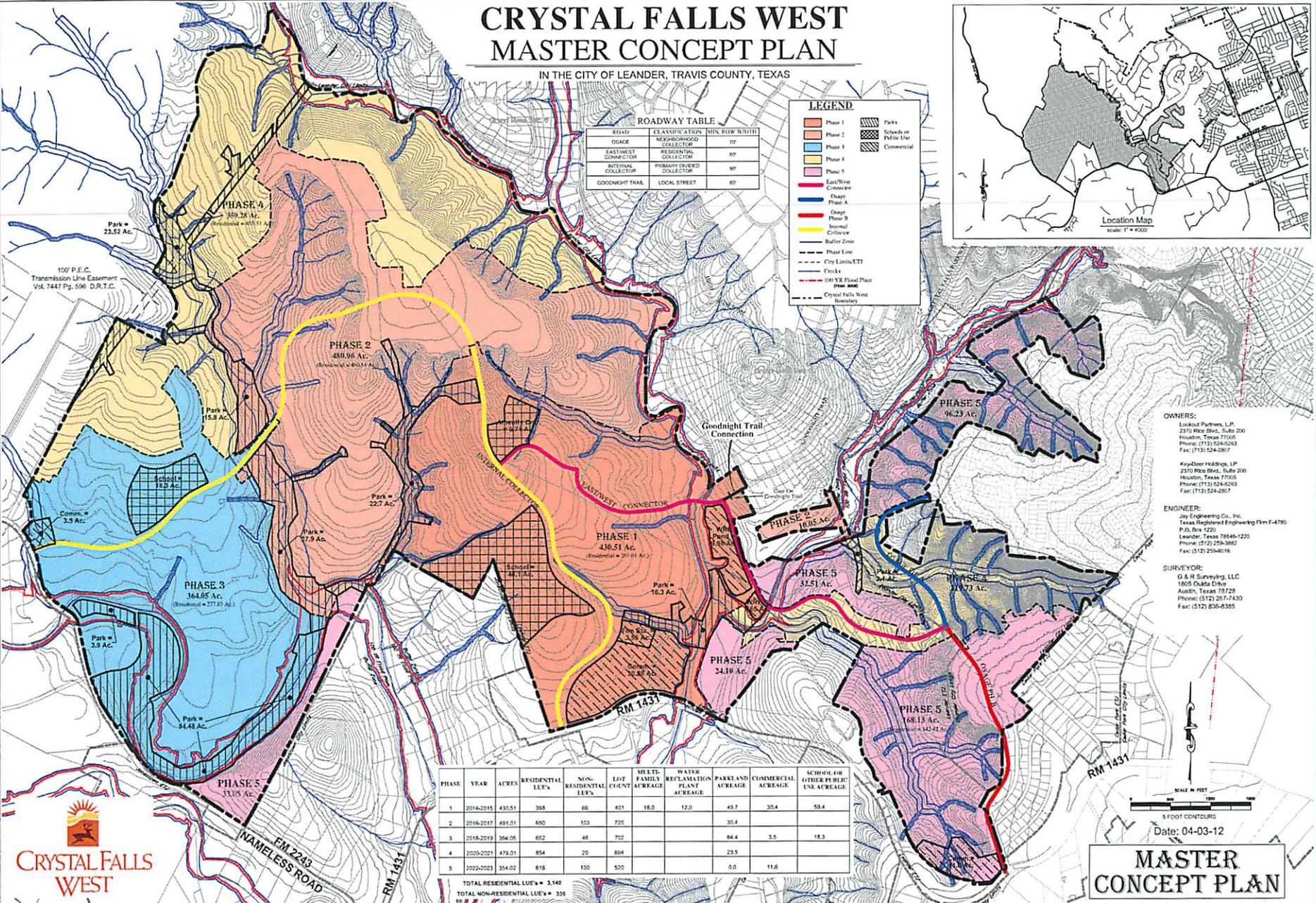
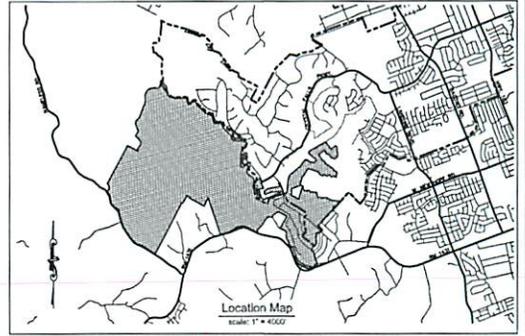
IN THE CITY OF LEANDER, TRAVIS COUNTY, TEXAS

ROADWAY TABLE

ROAD	CLASSIFICATION	MIN. ROW WIDTH
OSAGE	NEIGHBORHOOD COLLECTOR	70'
EASTWIND CONNECTOR	RESIDENTIAL COLLECTOR	60'
INTERNAL COLLECTOR	PRIMARY DRAINED COLLECTOR	90'
GOODNIGHT TRAIL	LOCAL STREET	60'

**LEGEND**

- Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5
- East Wind Connector
- Osage
- Osage Phase 3
- Internal Collector
- Buffer Zone
- Phase Line
- City Limits/ETJ
- Checks
- 100 YR Flood Plain (Phase 2002)
- Crystal Falls West Boundary
- Parks
- Schools or Public Use
- Commercial



**OWNERS:**  
 Lockout Partners, L.P.  
 2370 Rice Blvd., Suite 200  
 Houston, Texas 77055  
 Phone: (713) 524-0263  
 Fax: (713) 524-2807

WayDoor Holdings, LP  
 2370 Rice Blvd., Suite 200  
 Houston, Texas 77055  
 Phone: (713) 524-0263  
 Fax: (713) 524-2807

**ENGINEER:**  
 Jay Engineering Co., Inc.  
 Texas Registered Engineering Firm F-4780  
 P.O. Box 1220  
 Leander, Texas 78646-1220  
 Phone: (512) 259-3682  
 Fax: (512) 259-6116

**SURVEYOR:**  
 G & R Surveying, LLC  
 1805 Ovilla Drive  
 Austin, Texas 78728  
 Phone: (512) 257-7420  
 Fax: (512) 836-8385

PHASE	YEAR	ACRES	RESIDENTIAL LUE'S	NON-RESIDENTIAL LUE'S	LOT COUNT	MULTI-FAMILY ACREAGE	WATER RECLAMATION PLANT ACREAGE	PARKLAND ACREAGE	COMMERCIAL ACREAGE	SCHOOL OR OTHER PUBLIC USE ACREAGE
1	2014-2015	430.51	368	66	401	18.0	12.0	49.7	30.4	59.4
2	2016-2017	481.01	660	103	720			39.4		
3	2018-2019	364.05	652	46	702			64.4	3.5	18.3
4	2020-2021	479.01	854	20	804			23.5		
5	2022-2023	354.02	618	100	500			0.0	11.6	

TOTAL RESIDENTIAL LUE'S = 3,140  
 TOTAL NON-RESIDENTIAL LUE'S = 335



**MASTER CONCEPT PLAN**

Date: 04-03-12

5 FOOT CONTOURS

SCALE IN FEET

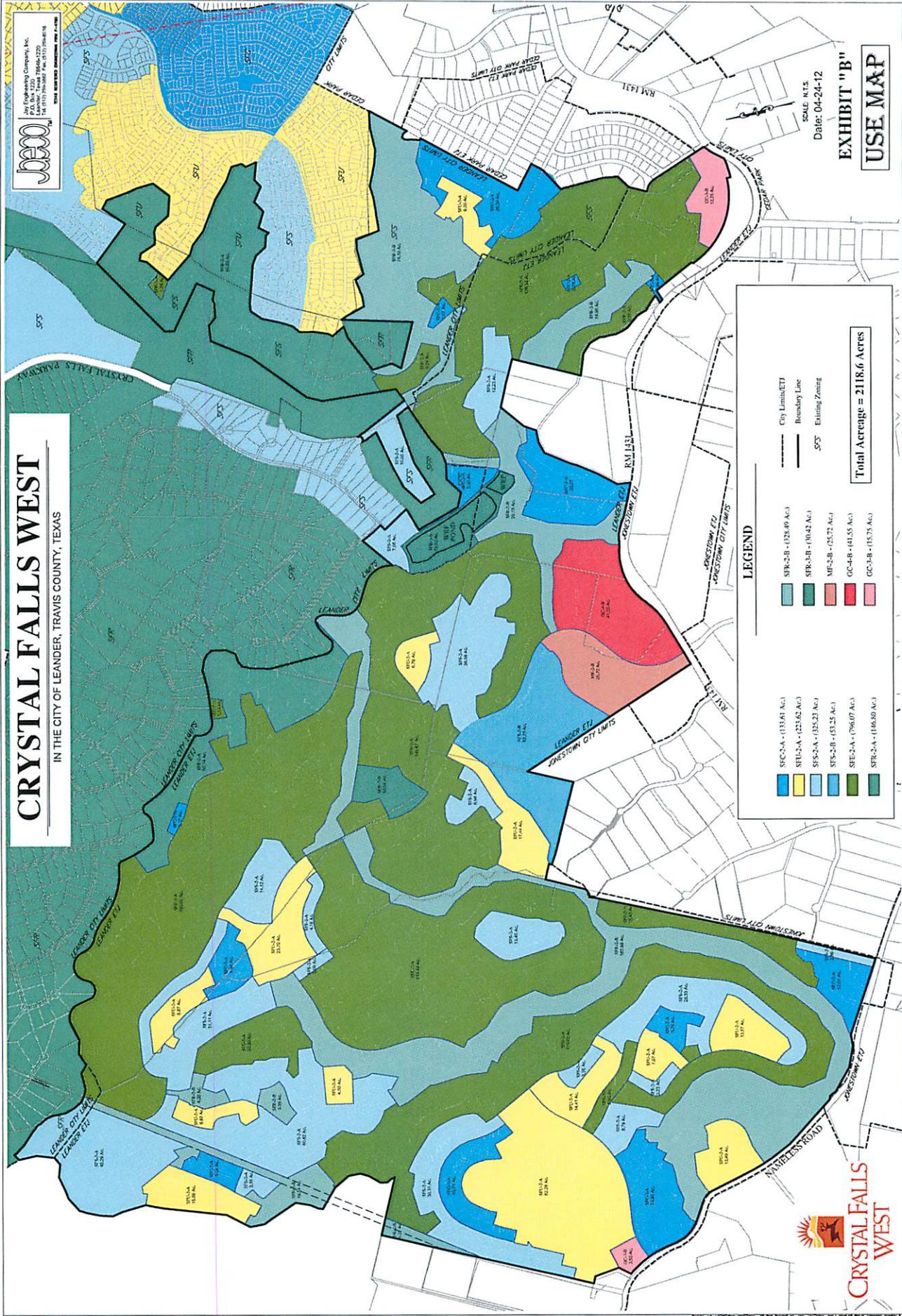


**EXHIBIT "B"**  
**(Use Map)**

# CRYSTAL FALLS WEST

IN THE CITY OF LEANDER, TRAVIS COUNTY, TEXAS

**jeo**  
 J&E Engineering Company, Inc.  
 P.O. Box 1220, 75046-1220  
 14101 Highway 190, Suite 100  
 Dallas, Texas 75244-1000  
 Phone: (972) 796-4618  
 Fax: (972) 796-4619  
 www.jeo.com



Scale: N.T.S.  
 Date: 04-24-12

**EXHIBIT "B"**  
**USE MAP**

**LEGEND**

SFC-2A - (133.61 Ac.)	City Limits/ETJ
SFU-2A - (125.62 Ac.)	Boundary Line
SFS-2A - (135.23 Ac.)	SFS Existing Zoning
SFS-2B - (51.15 Ac.)	
SFC-2A - (766.07 Ac.)	
SFR-2A - (146.89 Ac.)	
SFR-2B - (128.49 Ac.)	
SFR-2B - (104.2 Ac.)	
MF-2B - (51.71 Ac.)	
GC-4-B - (41.55 Ac.)	
GC-3-B - (15.75 Ac.)	

Total Acreage = 2118.6 Acres



**EXHIBIT "B-1"**  
**(Zoning Map)**

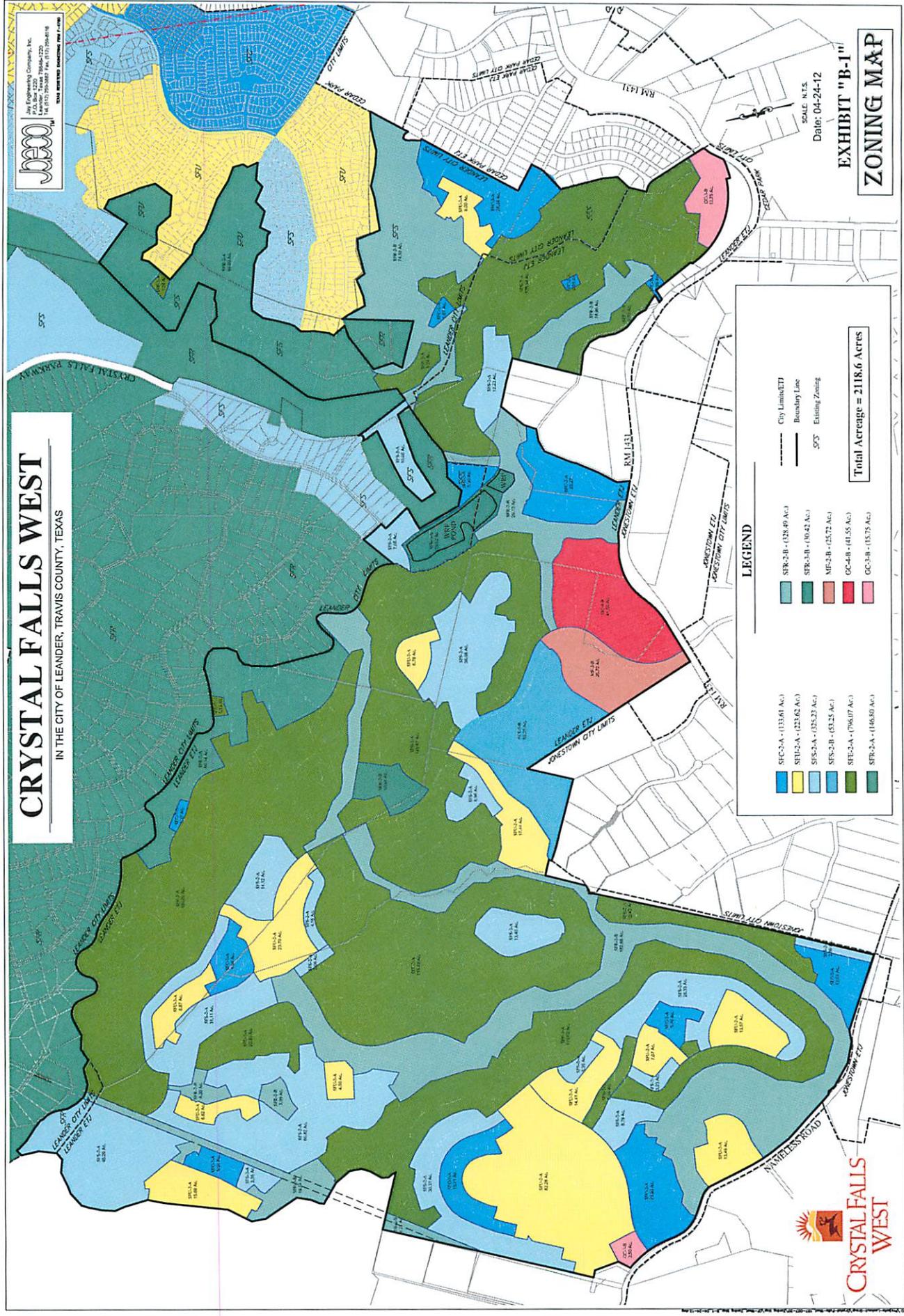
# CRYSTAL FALLS WEST

IN THE CITY OF LEANDER, TRAVIS COUNTY, TEXAS

JEA Engineering Company, Inc.  
P.O. Box 1220 | Round Rock, TX 78664-1220  
Tel: (817) 799-5887 | Fax: (817) 799-8116  
www.jea.com

SCALE: N.T.S.  
Date: 04-24-12

## EXHIBIT "B-1" ZONING MAP



**LEGEND**

	SFC-2A - (133A1 Ac.)		City Limits/ETJ
	SFU-2A - (233G2 Ac.)		Boundary Line
	SFS-2A - (333J3 Ac.)		SPS Existing Zoning
	SPS-2B - (533K5 Ac.)		
	SFE-2A - (708J7 Ac.)		
	SFR-2A - (146J0 Ac.)		
	SFR-2B - (328J9 Ac.)		
	SFR-2B - (404J2 Ac.)		
	MC-2B - (257J7 Ac.)		
	GC-4B - (415J5 Ac.)		
	GC-3B - (153J5 Ac.)		

Total Acreage = 2118.6 Acres



## Exhibit “C”

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

**WHEREAS**, the City of Leander, Texas (the “City”) intends to institute annexation proceedings for the tract(s) and parcel(s) of land described more fully hereinafter (the “subject property”);

**WHEREAS**, the owner of the subject property (the “Owner”) has requested annexation of the subject property and *Section 43.056, Loc. Gov’t. Code*, requires a service plan be adopted with the annexation ordinance;

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

**WHEREAS**, infrastructure shall be provided for the subject property pursuant to the terms and conditions of the “Development Agreement – Nameless Valley Ranch” that will be spread on the minutes of the City Council meeting at which the final annexation of the subject property will be considered and voted on by the City Council; provided that, except for municipal service provided for in the Development Agreement – Nameless Valley Ranch, municipal services shall be provided on the same terms and conditions as such services are provided to other similarly situated properties currently within the City; and

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

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

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

A. Police protection as follows: Routine patrols of accessible areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows: Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.

C. Solid waste collection services as follows: Solid waste collection and services as

now being offered to the citizens of the City.

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows: On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the subject property and annexed area, and, until the zoning of the subject property is established by ordinance after annexation, the subject property shall be entitled to be developed as a mixed use development that includes property that may be developed and occupied for not less than 2,100 but not more than 3,173 single family lots, 300 apartment units and not less than 42 acres of commercial retail and/or office space, as provided in the Development Agreement – Nameless Valley Ranch. It is the City’s intent to zone the subject property at the Owner’s request in a manner that is not inconsistent with such uses, as provided in the Development Agreement – Nameless Valley Ranch. The Planning & Zoning Commission and the City Council will consider the Owner’s request to process a zoning application and zone the subject property for such mixed use development following final annexation of the subject property. The Owner has vested rights, pursuant to Chapter 245, Texas Local Government Code, to develop the subject property as proposed in the Concept Plan filed with the City; provided that such rights shall be modified to the extent, if any, that the Owner accepts, agrees to, and begins to develop the subject property in conformance with, the Concept Plan and zoning approved by the City Council of the City.

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

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

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

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

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

(ii) The City intends to provide water services to the subject property pursuant to the

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

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

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

(ii) The City intends to provide wastewater services to the subject property pursuant to the Development Agreement – Nameless Valley Ranch that is spread on the minutes of the meeting of the City Council at which the ordinance annexing the subject property is considered on final reading and the terms of the Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Development Agreement – Nameless Valley Ranch, the City will provide wastewater service in accordance with the applicable rules and regulations for the provision of wastewater service in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The Owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. In the event

of a conflict between this Municipal Services Plan and an approved and executed Development Agreement – Nameless Valley Ranch, the terms and provisions of the Development Agreement – Nameless Valley Ranch shall govern and control.

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The Owner agrees that no improvements are required to be made by the City on such roadways outside the Property other than to cause the improvement of Osage Road by neighboring developments, and future roadway improvements or portions thereof made within the City (as and when scheduled and funded by the City) that are not identified as the Owner's responsibility in the Traffic Impact Analysis prepared pursuant to the Development Agreement- Nameless Valley Ranch.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated by the City after the effective date of the annexation: None. Upon development of the

subject property, save and except as provided in the Development Agreement – Nameless Valley Ranch, the Owner will be responsible for the development costs the same as a developer in a similarly situated area. Capital Improvements shall be designed, constructed and installed by the Owner as provided in the Development Agreement – Nameless Valley Ranch.

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

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

**EXHIBIT "D"**  
**(Parks Plan)**

### Park Land Requirement Schedule

Acreage		Financial	
Single Family Units	3,910		
Multi-Family Units	700		
<b>Total Units</b>	<b>4,610</b>		
		\$350/Unit x 3,230 Units = \$1,130,500 Required Fees	
		<b>\$1,130,500 Total Required Improvement Fee</b>	

### Park Land Credits

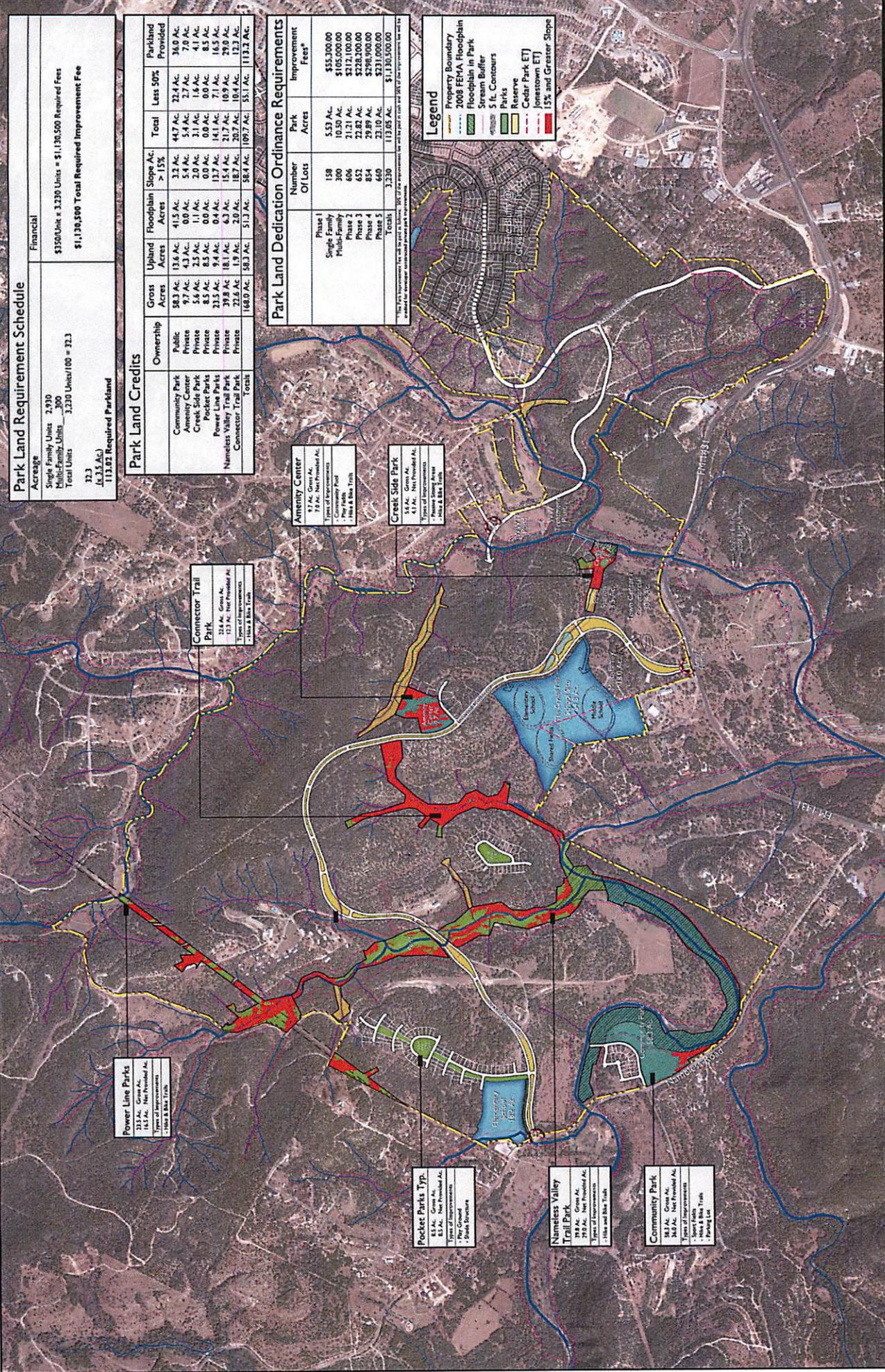
Ownership	Gross Acres	Upland Acres	Floodplain Slope > 15% Acres	Total	Parkland Provided
Community Park	58.3	13.6	31.4	44.7	36.0
Amenity Center	9.7	4.3	5.4	27.4	7.0
Creek Side Park	5.6	2.1	1.1	31.6	4.1
Pocket Parks	8.5	8.5	0.0	0.0	8.5
Power Line Parks	23.5	9.4	0.0	12.7	7.1
Nameless Valley Trail Park	39.8	18.1	4.4	14.1	10.9
Connector Trail Park	12.3	18.1	15.4	33.7	13.1
<b>Totals</b>	<b>168.0</b>	<b>58.7</b>	<b>51.3</b>	<b>38.4</b>	<b>113.2</b>

### Park Land Dedication Ordinance Requirements

Phase	Number Of Lots	Park Acres	Improvement Fees*
Phase 1	158	5.53	\$55,300.00
Phase 2	300	10.50	\$105,000.00
Phase 3	622	21.21	\$212,100.00
Phase 4	649	22.82	\$228,200.00
Phase 5	649	23.10	\$231,000.00
<b>Totals</b>	<b>3,230</b>	<b>113.05</b>	<b>\$1,130,500.00</b>

**Legend**

- Property Boundary
- 2008 FEMA Floodplain
- Floodplain in Park
- Stream Buffer
- 5 ft. Contours
- Parks
- Reserve
- Cedar Park ETJ
- 15% and Greater Slope



**EXHIBIT "E"**  
**(Traffic Impact Analysis)**

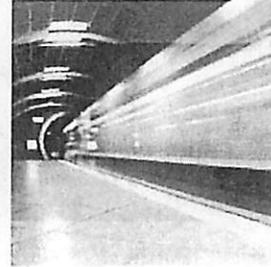


# Crystal Falls West

## Traffic Impact Analysis

April 2012

Prepared for:  
**The Lookout Group**



# Crystal Falls West

## Traffic Impact Analysis

April 2012

Prepared for:  
The Lookout Group



*Scott A. Feldman*  
5-1-2012

**Scott A.  
Feldman,  
P.E., P.T.O.E.**

Digitally signed by Scott A.  
Feldman, P.E., P.T.O.E.  
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P.T.O.E., o=Alliance  
Transportation Group, Inc., ou,  
email=sfeldman@emailatg.co  
m, c=US  
Date: 2012.05.01 18:18:41  
-05'00'

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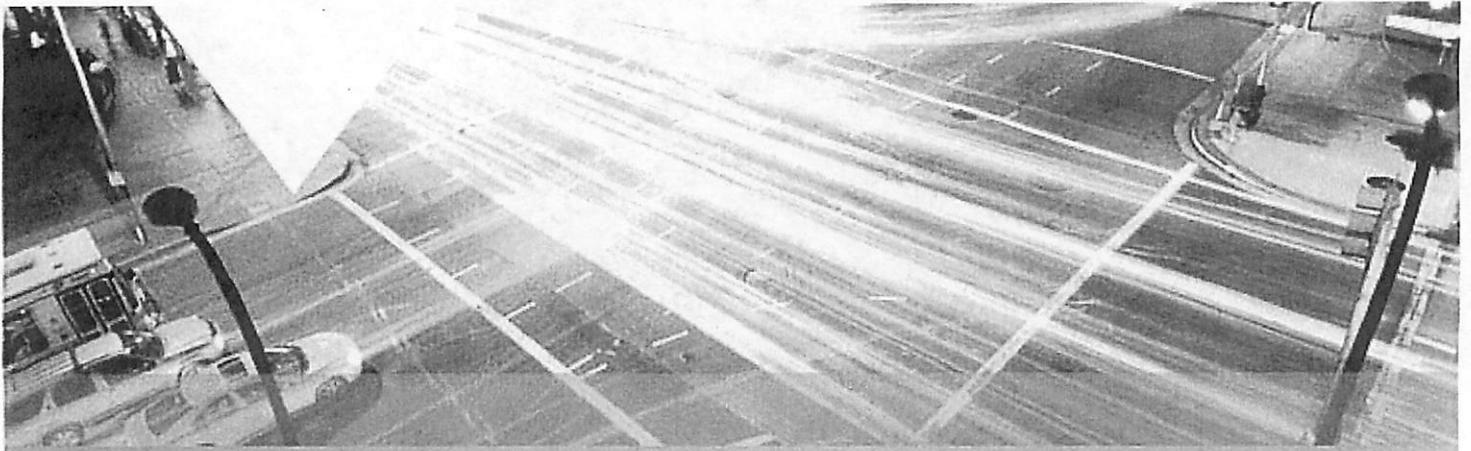
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# INTRODUCTION

Crystal Falls West is a planned multi-use development located north of FM 1431, between Buck Run and Nameless Road, within the City of Leander, Texas. This site will take access from FM 1431 and Nameless Road and will also connect into existing Buck Run and Osage Drive. The proposed land uses within the Crystal Falls West development include residential uses (both single family and multi-family), commercial uses (retail and office), and public uses (schools and open space).

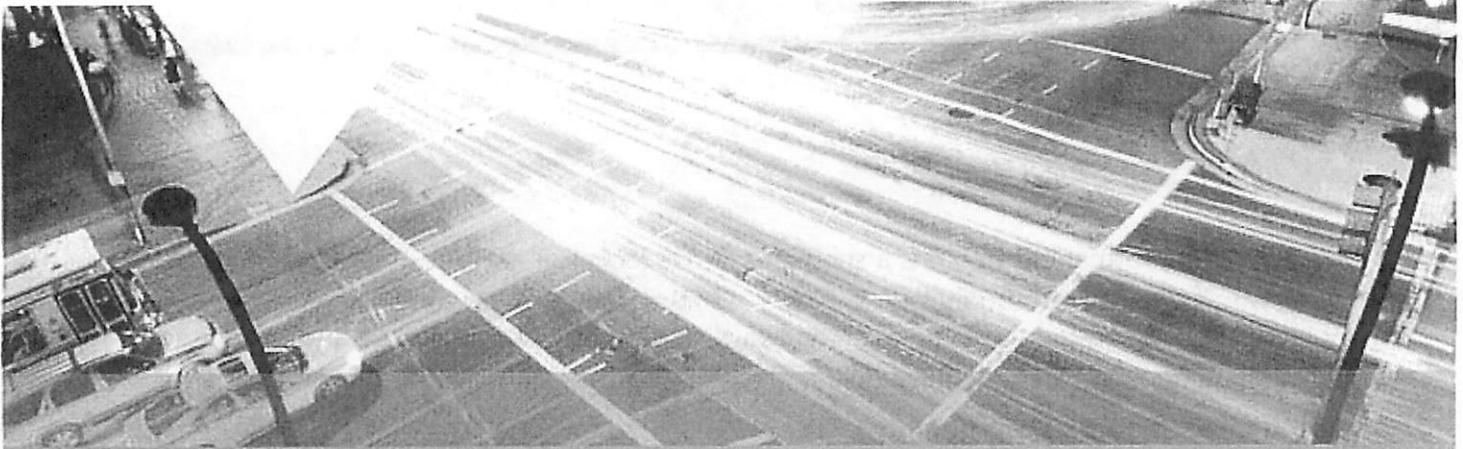
## PURPOSE

The purpose of this study is to evaluate the traffic impacts of the site on the adjacent roadway network. This Traffic Impact Analysis (TIA) includes an evaluation of existing conditions (2012), and a future build-out condition (2022). Based on analysis results, recommendations will be identified to ensure that the various intersections within the study area operate at an adequate level of service.

## METHODOLOGY

The following information provides a summary of the technical analysis used for this Traffic Impact Analysis. The methodology is based upon a thorough analysis of existing and projected site-generated traffic on area roadways. This scope was discussed and submitted in a meeting held between the developer and the City of Leander on December 21, 2011. The study methodology is as follows:

1. By manual count, obtain AM and PM peak hour turning movement counts for the following intersections:
  - a. Nameless Road and Lindeman Lane
  - b. FM 1431 and Nameless Road
  - c. FM 1431 and Buck Run
  - d. Osage Drive and Lakeline Boulevard
2. Determine the annual growth rates for the background traffic based on the Texas Department of Transportation's Traffic Counts Maps and travel demand model. Apply the annual growth rate to existing traffic to obtain background traffic volumes at the study intersections for 2022.
3. Using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 8th Edition <sup>(1)</sup>, estimate site trip generation by Module for the AM and PM Peak traffic periods.
4. Develop trip distribution percentage factors for the development based on proposed site access points and roadway geometry.
5. Distribute traffic generated by the development during the AM and PM Peak hours onto area roadways using the above noted trip distribution factors for the build-out year.
6. Analyze the four intersections listed in Step 1, multiple internal intersections along the Spine Road and Osage Drive, and multiple site driveways, under full development conditions using methodology found in the Transportation Research Board's Highway Capacity Manual, 2010 Edition <sup>(2)</sup>.
7. Formulate improvement recommendations, if required, for access to the site. Improvement recommendations are based on matching the Level of Service (LOS) without development.



# AREA CONDITIONS

## EXISTING AND PROPOSED LAND USES

A new planned community comprising of residential, commercial, office and schools is proposed to be built north of FM 1431, between Buck Run to the east and Nameless Road in the west. This development is anticipated to be built out by the year 2022. The location of the proposed development with respect to the area roadway network is shown in Figure 1. A schematic layout of the proposed roadways within the development is shown in Figure 2. The proposed land uses are tabulated in Table 1. Currently, the site is mostly undeveloped and used for farming and ranching.

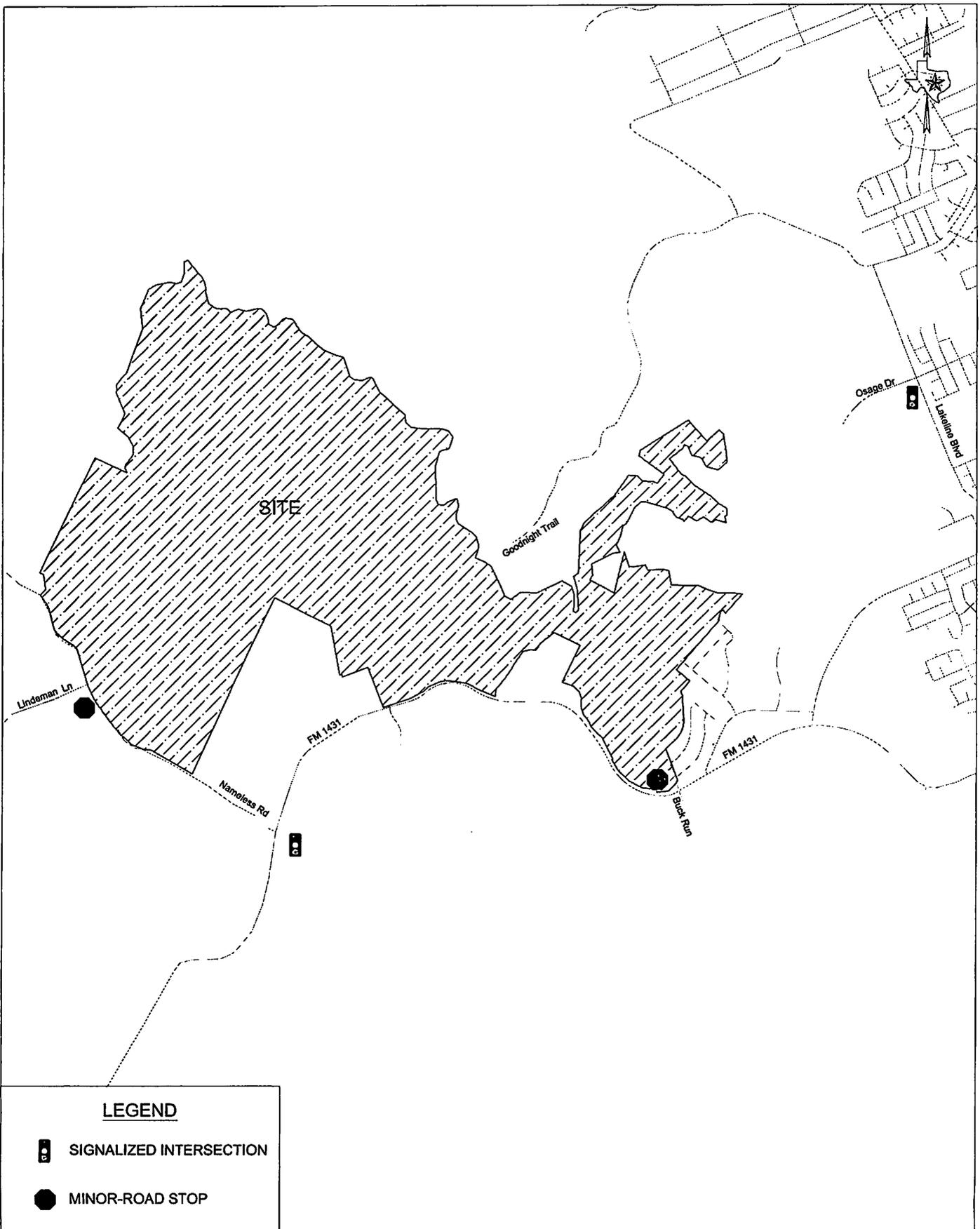


Figure 1. Study Area

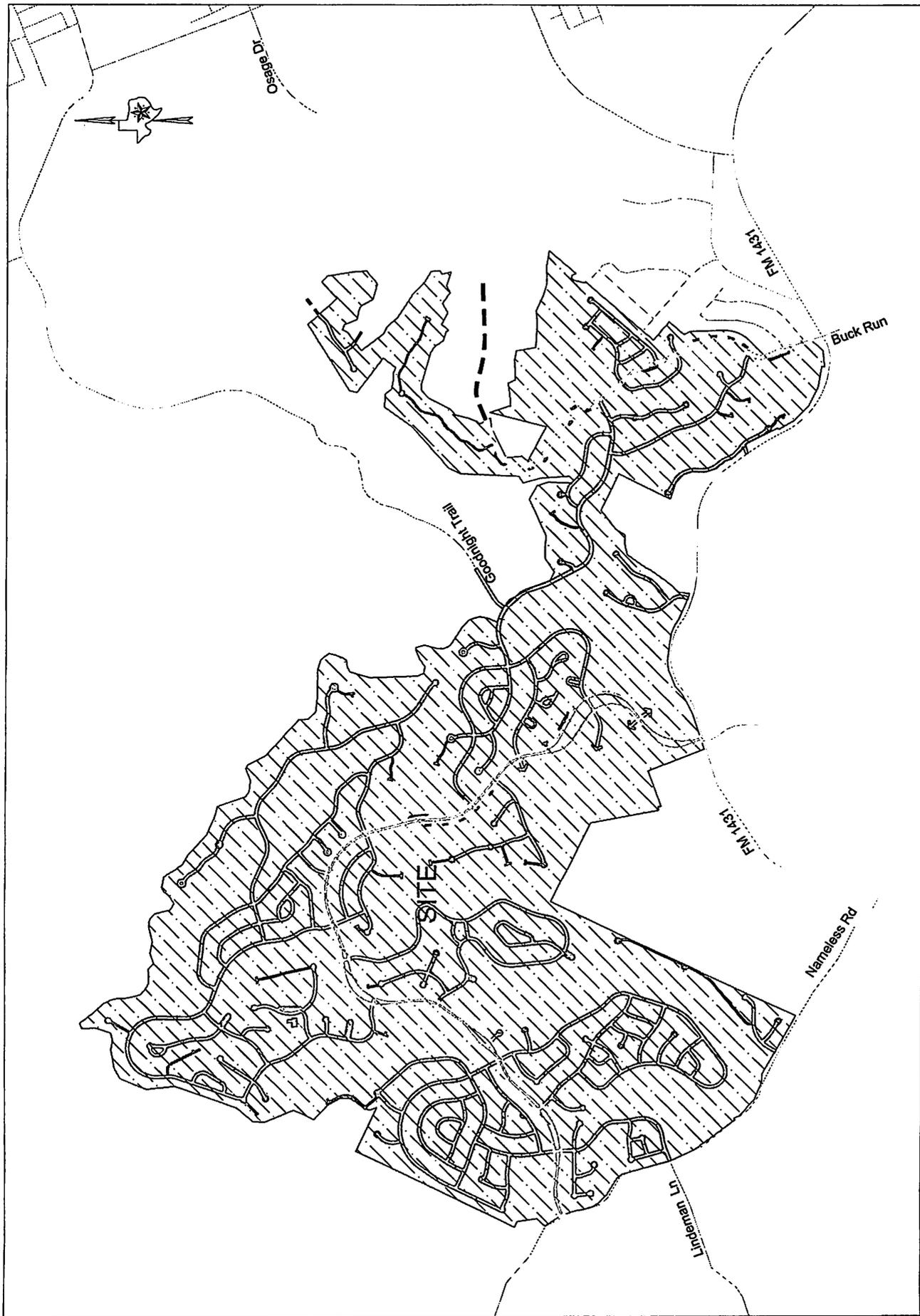


Figure 2. Roadway Schematic

**TABLE 1: Proposed Land Uses**

Land Use	Density
Single Family Residential	2893 DU
Multi-Family	300 DU
Elementary School	700 Students
Elementary School	700 Students
Middle School	1100 Students
Shopping Center	168.0 KSF
Office	50.0 KSF

## STUDY AREA ROADWAY NETWORK

### EXISTING AND FUTURE THOROUGHFARE SYSTEM

The following provides a description of the major transportation facilities within the study area:

#### FM 1431

FM 1431 is a principal east/west arterial, traversing the southern edge of the City of Leander. FM 1431 serves as a principal connection to US 183 and I-35 on the east, and extends west providing access to such towns as Jonestown and Marble Falls. Within the study area, the cross-section of FM 1431 varies between four-lane undivided and four-lane divided. For the purposes of this study, the current cross-section is expected to remain for the foreseeable future. The roadway is maintained by the Texas Department of Transportation (TxDOT). The posted speed limit on FM 1431 within the study area is 55 mph.

#### Nameless Road

Within the study area, Nameless Road is currently a two-lane undivided roadway. The speed limit on Nameless Road is 45 mph. The current cross-section is expected to remain for the foreseeable future.

#### Buck Run

Buck Run is currently a two-lane undivided roadway with a posted speed limit of 25 mph. The current cross-section of Buck Run is expected to remain for the foreseeable future.

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### Lindeman Lane

Lindeman Lane is currently a two-lane undivided roadway with a posted speed limit of 40 mph. The current cross-section of this roadway is expected to remain for the foreseeable future.

### Osage Drive

Osage Drive is currently a four-lane divided roadway with a posted speed limit of 30 mph. The current cross-section is expected to remain for the foreseeable future. Osage Drive will be extended thru the proposed subdivision from west of Lakeline Boulevard south to FM 1431. This extension is proposed to be a four-lane divided roadway.

### Lakeline Boulevard

Lakeline Boulevard is currently a four-lane divided roadway with a posted speed limit of 45 mph. The current cross-section is expected to remain for the foreseeable future.

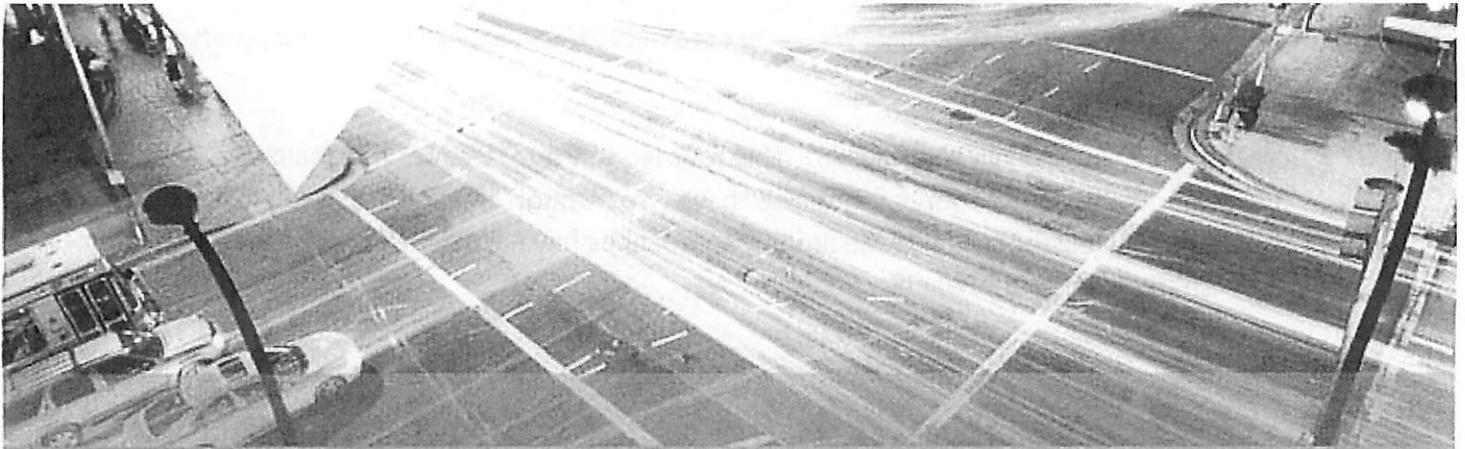
## STUDY INTERSECTIONS AND EXISTING TRAFFIC VOLUMES

The existing roadway network within the study area includes one signalized intersection on FM 1431 at Nameless Road, and two un-signalized intersections – one at Nameless Road and Lindeman Lane, and one at FM 1431 and Buck Run.

AM and PM peak hour (7-9 AM and 4-6 PM) turning movement counts were obtained in January 2012 at the following intersections and are included in Appendix A:

- ▶ Nameless Road and Lindeman Lane: This three-legged intersection is unsignalized. All approaches have a single lane for all applicable movements. The northbound and southbound Nameless Lane approaches are uncontrolled. The eastbound approach is stop-controlled.
- ▶ FM 1431 and Nameless Road: This three-legged intersection is signalized. The Eastbound approach has a dedicated left turn lane and two through lanes. The westbound approach has a through and a shared through-right lane. The southbound approach has a single lane for all applicable movements. All the left turn operations are permissive.
- ▶ FM 1431 and Buck Run/Church Driveway: This four-legged intersection is unsignalized. The eastbound and westbound FM 1431 approaches have an exclusive left-turn lane and two through lanes. The southbound approach has an exclusive left and exclusive right turn lanes. The northbound approach has a single lane for all all applicable movements. The eastbound and westbound approaches are uncontrolled. The southbound and northbound approaches are stop-controlled.

- 
- ▶ Osage Drive and Lakeline Boulevard: This four-legged intersection is signalized. The northbound and south bound approaches have two through lanes and an exclusive left-turn lane. The eastbound and westbound approaches have an exclusive right-turn lane and a shared through-left lane.



## LEVEL OF SERVICE

The 2010 Highway Capacity Manual <sup>(2)</sup> uses Level of Service (LOS) as the method by which the quality of traffic flow is described. LOS describes operational conditions in six levels based upon speed and travel time, freedom to maneuver, traffic interruptions, comfort, convenience, and safety. These six levels are given the letters "A" through "F" and are given different descriptions and defining criteria depending on the roadway element analyzed.

LOS criteria for traffic signals are based on the average control delay per vehicle. Control delay includes deceleration and acceleration delay, queue move-up time, and stopped delay. These criteria are shown in Table 2. Thus, if the average control delay for vehicles at an intersection is fifty-five seconds or less, the intersection is defined as operating at a LOS "D" or better. Control delay of fifty-five through eighty seconds represents LOS "E", and values greater than eighty seconds define LOS "F".

For signalized intersection operation, LOS "A" represents very low delay; most vehicles do not stop at all. With LOS "B", more vehicles stop than LOS "A", increasing the average delay. Under LOS "C", the number of vehicles stopping is significant; however, many still pass through the intersection without stopping. LOS "D" describes conditions where congestion is readily apparent with many vehicles stopping and individual cycle failures are noticeable. LOS "E" generally describes operations with poor progression, long cycle lengths and frequent cycle failures. LOS "F" describes unacceptable operations which include many cycle failures caused by arrival flow rates exceeding intersection capacity.

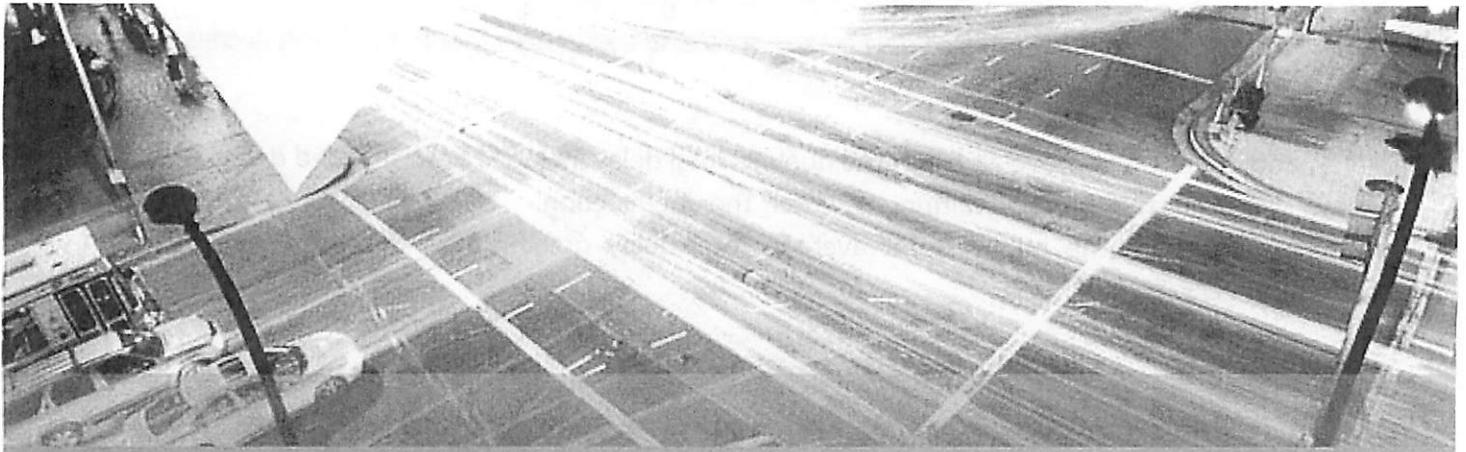
Stop controlled intersections are analyzed in a similar manner; however, LOS is based on total delay per vehicle. The values that define LOS for stop controlled intersections are more restrictive than those for signalized intersections because it is assumed that drivers stopped at signalized intersections are able to relax while drivers waiting at stop signs must remain

alert and continue to move ahead in the queue. Total delay includes both stopped delay and time spent in the queue waiting to enter the intersection. Two-way stop controlled intersections with the minor street average total delay greater than thirty-five seconds identifies LOS "E" or worse.

**TABLE 2: LOS Criteria for Signalized and Stop Controlled Intersections**

LOS	Average Control Delay Signalized Intersections (sec/veh)	Average Total Delay Stop Control (sec/veh)
A	≤ 10	≤ 10
B	>10 and ≤ 20	>10 and ≤ 15
C	>20 and ≤ 35	>15 and ≤ 25
D	>35 and ≤ 55	>25 and ≤ 35
E	>55 and ≤ 80	>35 and ≤ 50
F	>80	>50

For this study, the criterion for minimum acceptable LOS for future conditions is a LOS "D" or better, unless an intersection is currently functioning at a lower LOS. In such a case the criterion is to maintain the existing LOS.



# ANALYSIS OF EXISTING CONDITIONS

The intersection analyses performed for this study are based on the Highway Capacity Manual, (HCM) (1), chapters eighteen (18) and nineteen (19) as described in the previous section. Synchro™ version 8.0 is used to evaluate existing conditions. Signal timing data was collected during the AM and PM peak hours at the study intersection of Osage Drive and Lakeline Boulevard.

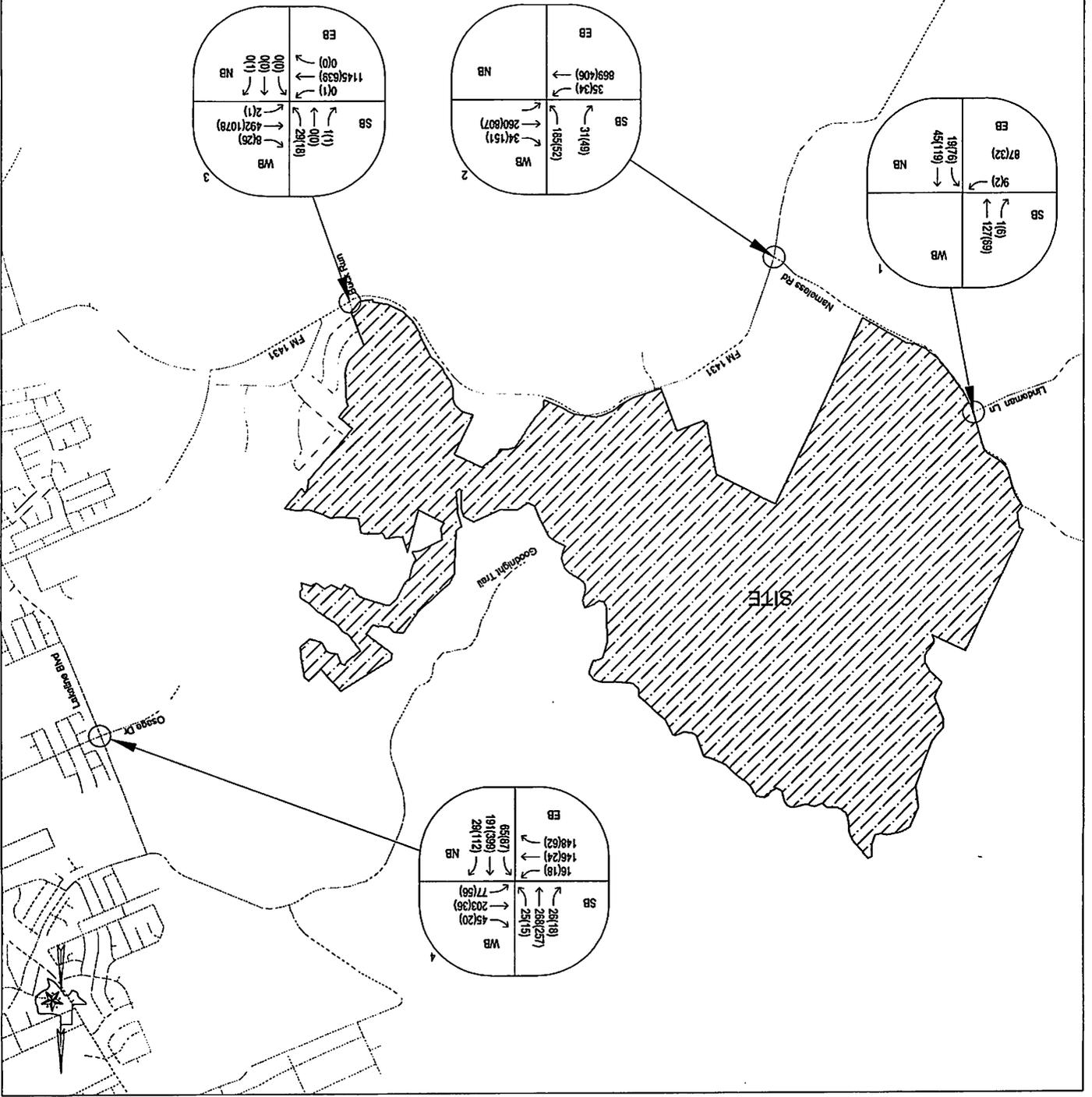
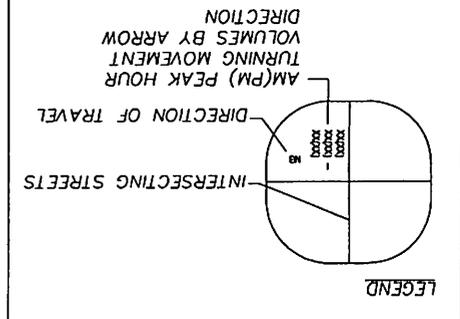
A summary of the analysis results for existing conditions is tabulated in Table 3. Analysis worksheets are provided in Appendix B. Intersection volumes are shown in Figure 3.

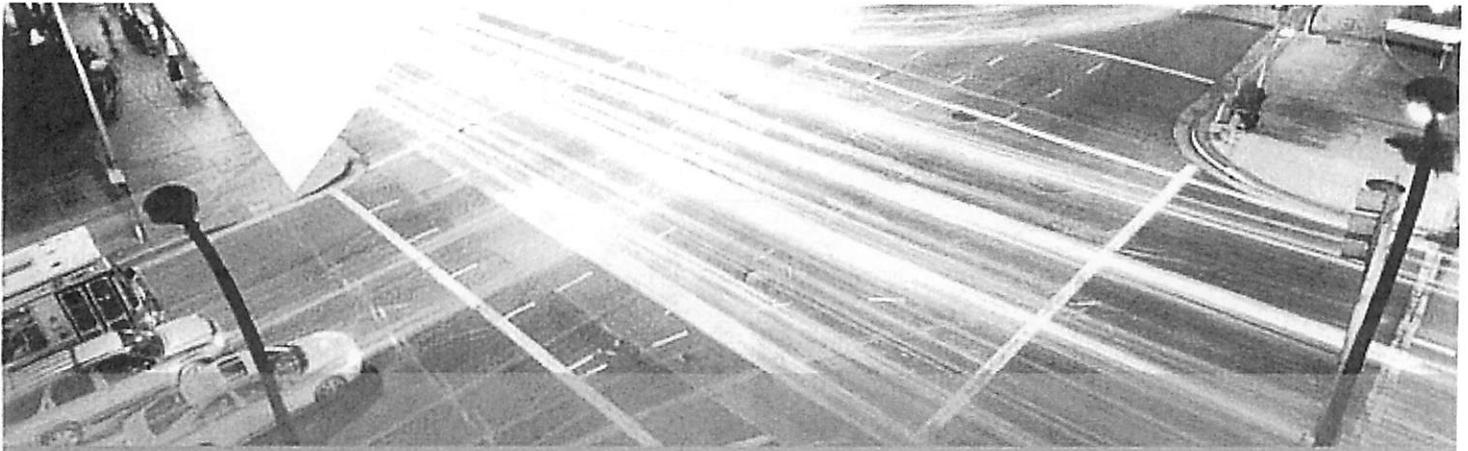
**TABLE 3: 2012 Existing Levels of Service**

Intersection	Type of Control		AM Peak	PM Peak
Nameless Road & Lindeman Lane	Un-signalized	LOS	A	A
		Delay	3.8	3.0
FM 1431 & Nameless Road	Signalized	LOS	B	A
		Delay	10.8	7.9
FM 1431 & Buck Run	Un-signalized	LOS	A	A
		Delay	0.5	0.4
Lakeline Blvd. & Osage Drive	Signalized	LOS	C	B
		Delay	20.7	13.5

As indicated in Table 3, the study intersections are currently operating at acceptable LOS during the AM and PM Peak Hours.

Figure 3. Existing Traffic (2012)





# ANALYSIS OF FUTURE CONDITIONS

A technical approach for estimating future travel demand was utilized in evaluating the roadway system in and around the proposed development. Information used to develop the projection of future traffic for this area is documented in the following sections of the report.

## BACKGROUND TRAFFIC

Existing and projected traffic volumes using the roadway system without the proposed project are commonly called background traffic. For the proposed Crystal Falls West, background traffic is based upon traffic counts collected in January 2012. TxDOT district count maps from the year 2002 were compared to a 2012 tube count which reflects a growth rate of 1.7% in the study area. This annual growth was applied to all traffic. The background traffic also includes full buildout of The Bluffs, located along Osage Drive, west of Lakeline Boulevard. The anticipated build out year is 2022. Thus, existing traffic was grown over a ten-year period.

# SITE TRAFFIC

## Proposed Site Trip Generation

Entering and exiting volumes were calculated using information from *ITE's Trip Generation, 8th Edition* <sup>(1)</sup> and are shown in **Table 4**. The reported volumes are for the peak generation during the peak hour of the adjacent street.

**TABLE 4: Unadjusted ITE Trip Generation**

ITE Code	Description	Quantity	ADT	AM Peak		PM Peak	
				Enter	Exit	Enter	Exit
210	Single Family	79 DU	837	16	49	54	31
210	Single Family	88 DU	924	18	54	59	35
210	Single Family	22 DU	258	6	19	17	10
210	Single Family	2,693 DU	21,516	474	1,421	1,282	753
210	Single Family	11 DU	136	4	13	9	5
220	Multi-Family	300 DU	1,942	30	121	119	64
520	Elementary School	700 Students	903	140	115	0	0
520	Elementary School	700 Students	903	140	115	0	0
522	Middle School	1,100 Students	1,782	353	288	86	79
820	Shopping Center	148.0 KSF	8,762	118	76	405	422
820	Shopping Center	20.0 KSF	2,386	36	23	106	110
710	General Office	50.0 KSF	782	95	13	23	112
<i>Total</i>			<i>41,131</i>	<i>1,430</i>	<i>2,307</i>	<i>2,160</i>	<i>1,621</i>

Pass-by, internal and diverted linked trips can account for a significant portion of a site's generated traffic. Pass-by trips are attracted to the site from traffic passing on an adjacent street. Internal trips are trips that use only internal roadways within the site traveling from one land use to another. Adjustments for pass-by trips (Land Use 820) have been applied to the data shown in **Table 4** and are shown in **Table 5**. The adjusted volumes are shown in **Table 6**. An internal capture adjustment of 5% was applied between 2,704 DU Single Family and 300 DU of Multi-Family and the 168.0 KSF Shopping Center. This is not reflected in Table 6. No adjustment was made for transit trips.

**TABLE 5: Pass-by Adjustment**

ITE Code	Description	AM Peak	PM Peak
820	Shopping Center	0.0%	34.0%

**TABLE 6: Adjusted ITE Trip Generation**

ITE Code	Description	Quantity	AM Peak		PM Peak	
			Enter	Exit	Enter	Exit
820	Shopping Center	148.0 KSF	118	76	267	279
820	Shopping Center	20.0 KSF	36	23	70	73

## Trip Distribution and Traffic Assignment

Trip distribution takes into account where the vehicles generated by the site are going to or coming from based on the roadway network. As primary site trips are those trips which leave an origin, travel to the site, and then return to the origin, site trips were distributed based on probable origins of the site trips. As this is primarily a residential development, the distribution percentages were estimated based on a regional assessment of commercial land uses. Next, future site traffic was distributed using these percentages. The trip distribution percentages shown in **Figure 4** were applied to the site generated traffic for the year 2022.

## Site Access

Based on the current roadway schematic as shown in **Figure 2**, three new access points are proposed to intersect Nameless Road and three new access points are proposed to intersect FM 1431. There will be an extension made to Osage Drive west of Lakeline Boulevard that will enter the site from the northeast and intersect at the existing Buck Run intersection to the southeast. There will also be a gated access point at the end of Goodnight Trail.



**LEGEND**  
 XX%(YY%) - RESIDENTIAL\* (COMMERCIAL)  
 TRIP DISTRIBUTION  
 PERCENTAGES

Figure 4. Site Trip Distribution (2022)

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## No-Build and Build Conditions

The projected background traffic was combined with the proposed site generated traffic to perform the intersection analyses for the build-out conditions (2022).

The results of this analysis for each traffic control alternative are presented in **Table 7**. The worksheets from this analysis are included in **Appendix C**. Projected intersection volumes for Background Traffic, Site Traffic, and Background plus Site Traffic are illustrated in **Figures 5-7**.

**TABLE 7: 2022 Projected Levels of Service**

Intersection	Type of Control		Background		Background + Site		Background + Site w/ Improvements	
			AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak
Nameless Road & Lindeman Lane	Un-signalized	LOS	A	A	A	A	A	A
		Delay	3.8	3.0	6.0	2.5	6.0	2.5
FM 1431 & Nameless Road	Signalized	LOS	B	A	F	F	C	C
		Delay	10.8	7.9	91.5	63.4	25.9	32.3
FM 1431 & Buck Run	Un-signalized	LOS	A	A	F	F	C	C
		Delay	0.5	0.4	459.5	330.6	20.7	20.4
Lakeline Blvd. & Osage Drive	Signalized	LOS	F	F	F	F	D	D
		Delay	133.5	84.4	388.5	180.6	51.4	36.5
Nameless Road & Spine Road	Un-Signalized /Signalized	LOS			F	B	C	C
		Delay	N/A	N/A	126.2	10.1	20.5	15.7
Nameless Road & Gated Entry #1	Un-signalized	LOS			A	A	A	A
		Delay	N/A	N/A	2.0	0.9	2.0	0.9
FM 1431 & Spine Road	Un-signalized/Signalized	LOS			F	F	D	D
		Delay	N/A	N/A	2059.5	1588.5	50.0	39.6
FM 1431 & Driveway #1	Un-signalized	LOS			A	A	A	A
		Delay	N/A	N/A	0.1	9.5	0.1	9.8
FM 1431 & Gated Entry #2	Un-signalized	LOS			F	F	B	B
		Delay	N/A	N/A	120.8	84.4	15.4	12.7
FM 1431 & Vista Rock Drive	Un-signalized	LOS			A	A	A	A
		Delay	N/A	N/A	7.9	5.6	7.9	5.6
Spine Road & Road #1	Un-signalized	LOS			A	A	A	A
		Delay	N/A	N/A	7.8	2.6	7.8	2.6
Spine Road & Road #2	Un-signalized	LOS			A	A	A	A
		Delay	N/A	N/A	3.5	2.7	3.5	2.7
Spine Road & Road #3	Un-signalized	LOS			A	A	A	A
		Delay	N/A	N/A	5.0	3.0	5.0	3.0
Spine Road & Road #4	Un-signalized	LOS			A	A	A	A
		Delay	N/A	N/A	2.1	1.2	2.1	1.2
Spine Road & Road #5	Un-signalized	LOS			A	A	A	A
		Delay	N/A	N/A	4.2	0.4	4.2	0.4
Spine Road & Road #6	Un-signalized	LOS			B	A	B	A
		Delay	N/A	N/A	11.7	2.1	11.7	2.1
Spine Road & Road #7	Un-signalized	LOS			A	C	A	C
		Delay	N/A	N/A	2.0	19.0	2.0	19.0

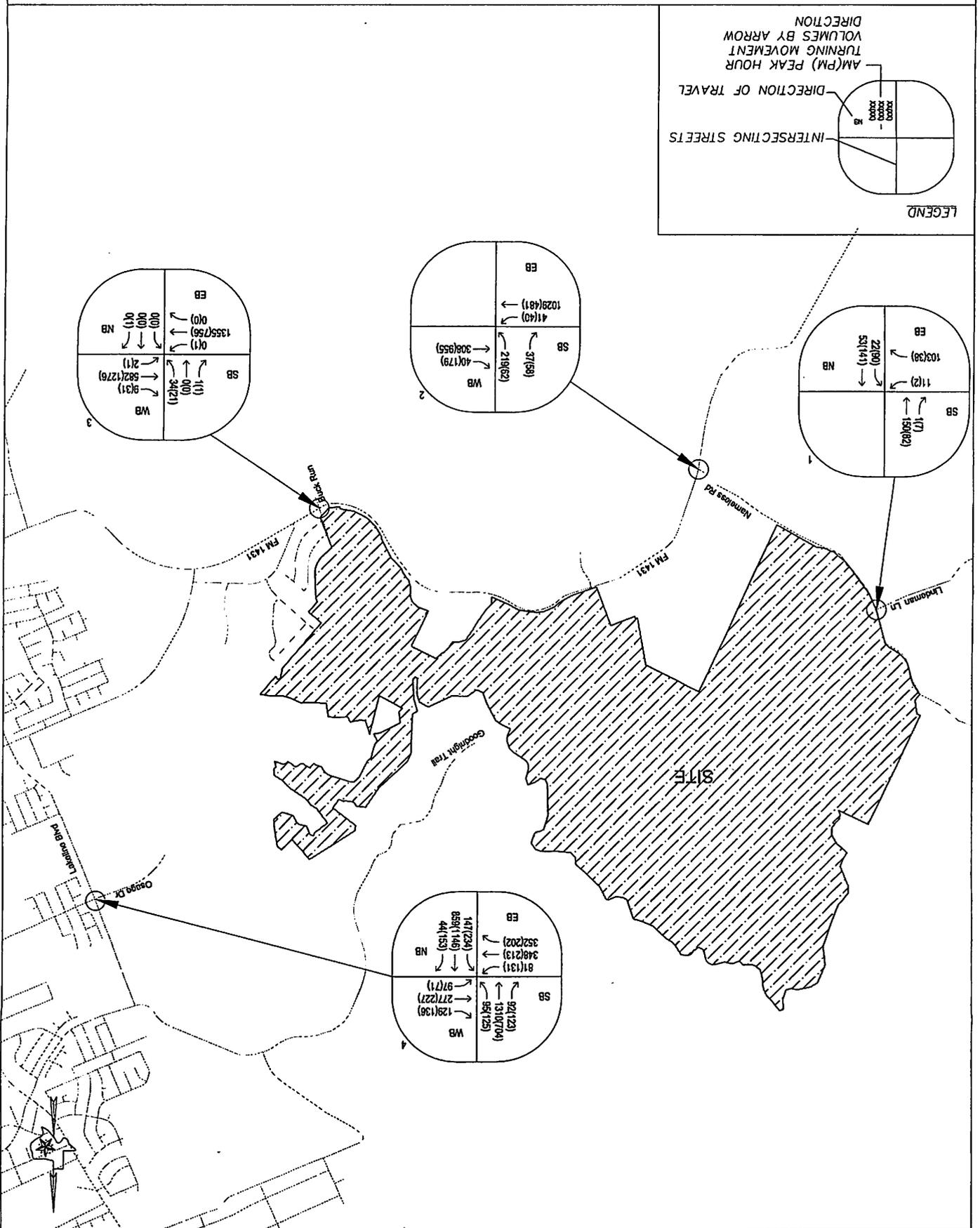
Osage Drive & E/W Connector	Un-signalized	LOS			A	A	A	A
		Delay	N/A	N/A	7.1	7.0	7.1	7.0
FM 1431 & Driveway #2	Un-signalized	LOS			A	A	A	A
		Delay	N/A	N/A	0.0	0.5	0.0	0.5
E/W Connector & Goodnight Trail	Un-signalized	LOS			A	A	A	A
		Delay	N/A	N/A	2.3	3.1	2.3	3.1
Spine Road & Driveway #3	Un-signalized	LOS			A	A	A	A
		Delay	N/A	N/A	0.2	1.0	0.2	1.0

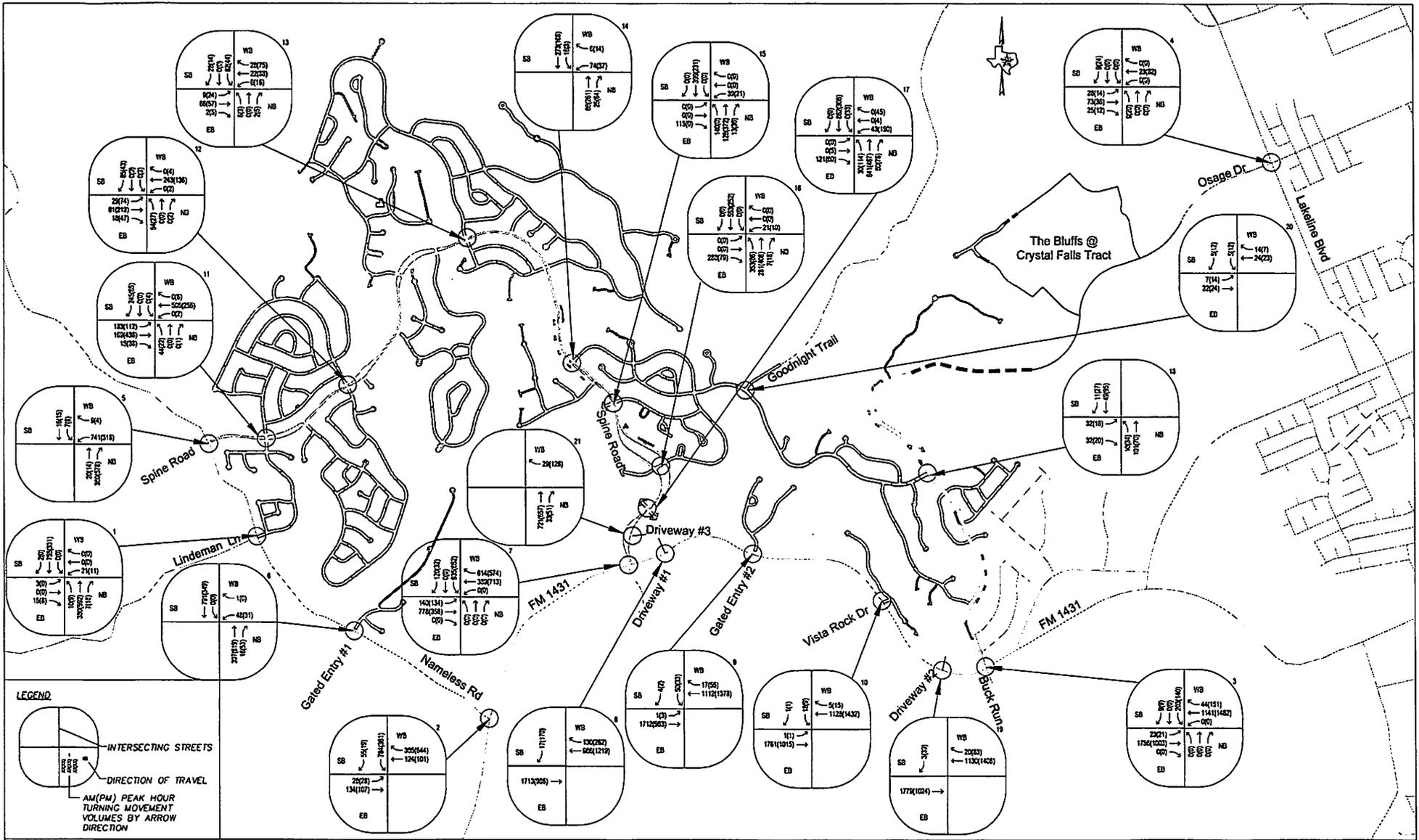
As indicated in Table 7, one intersection is projected to fail under background conditions, and five of the intersections are projected to operate at less than acceptable level-of-services under background + site conditions if no improvements are made to existing roadways. The following improvements are necessary to obtain the above build-out levels-of-service:

- Signalize the following Intersections: FM 1431 at Spine Road, and Nameless Road at Spine Road.
- Lakeline Boulevard at Osage Drive: This intersection is projected to fail under background conditions and background plus site conditions. The inclusion of separate left-turn bays for each direction of Osage, along with traffic signal timing adjustments would result in acceptable operations.
- FM 1431 at Gated Entry #2 would require signalization to achieve acceptable levels of service; however it is unlikely that this intersection would meet signal warrants. As such, a portion of the left turning traffic has been rerouted to make a right turn followed by a u-turn. These displaced left-turns have been rerouted from Gated Entry #2 to FM 1431 and Spine Road.
- FM 1431 at Buck Run would require signalization to improve operations for traffic on Buck Run. However, if a signal were constructed here, due to the volume of traffic on FM 1431, projected LOS under signalized operations would be 'F' and 'E'. Given the degradation of LOS projected on FM 1431, we do not recommend a signal at this location. There is an existing median opening at the intersection of FM 1431 and Trails End Road. It is our opinion that, absent signalization, many drivers waiting to turn left from Buck Run will make a right-turn from Buck Run, then make a u-turn at Trails End Road to travel east on FM 1431. Analysis results shown in the preceding table include this assumption.

- 
- Convert southbound Nameless Road to a dedicated left and shared left-right lane at the intersection with FM 1431.
  - Add dedicated left turn lanes on eastbound and westbound FM 1431 at the intersection with Spine Road.
  - Add a dedicated right turn lane on Westbound FM 1431 at the intersection with Spine Road.
  - Modify traffic signal timings. The proposed timings are illustrated in **Appendix C**.

Figure 5. Background Traffic (2022)





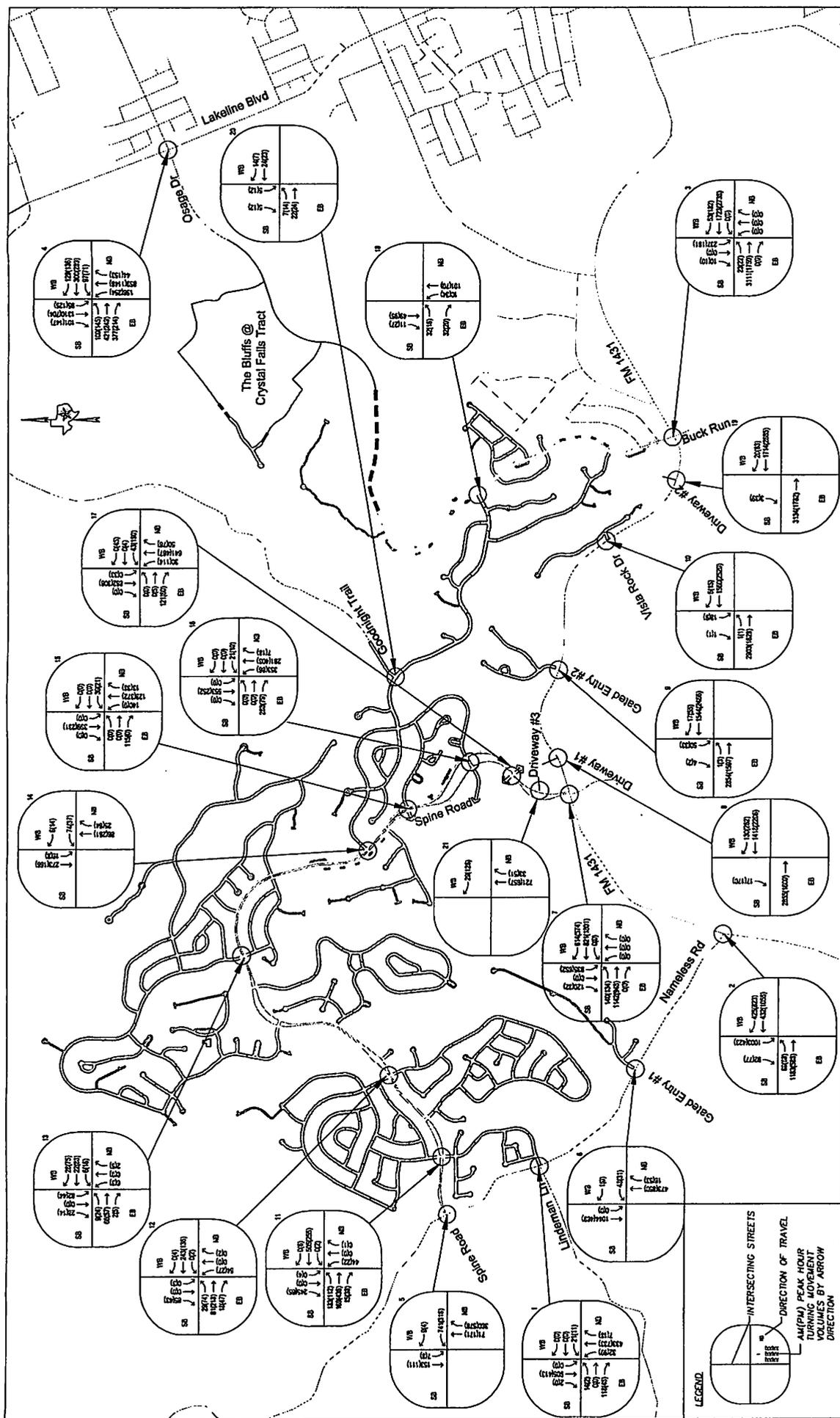


Figure 7. Background + Site Traffic (2022)



## CONCLUSIONS

The proposed Crystal Falls West development and its interaction with the surrounding roadway network have been analyzed for build-out (2022) conditions. The intersection analyses performed in this study indicated that 1 intersection is projected to fail under background conditions and 5 intersections are projected to operate at less than acceptable levels of service with the full development of the site if no improvements are made to existing roadways.

The various improvements recommended based on the analysis are summarized in **Table 8**.

**TABLE 8: Recommended Improvements, Cost Estimate and Pro-Rata Share**

<b>Location</b>	<b>Recommendation</b>	<b>Cost Estimate</b>	<b>Pro-Rata Share</b>
Nameless & Spine Road	Signal Installation	\$179,200	100.0%
FM 1431 & Spine Road	Signal Installation	\$217,600	100.0%
FM 1431 & Nameless	SB left-thru lane	\$89,410	47.4%
FM 1431 & Spine Road	EB/WB left-turn lanes	\$429,150	100.0%
FM 1431 & Spine Road	WB right-turn deceleration lane	\$119,950	100.0%
Lakeline & Osage	EB/WB left-turn lanes	\$55,900	10% (EB) 0% (WB) Net 5%
Lakeline & Osage	Traffic Signal Timing	\$3,000	4.6%



## CERTIFICATION STATEMENT

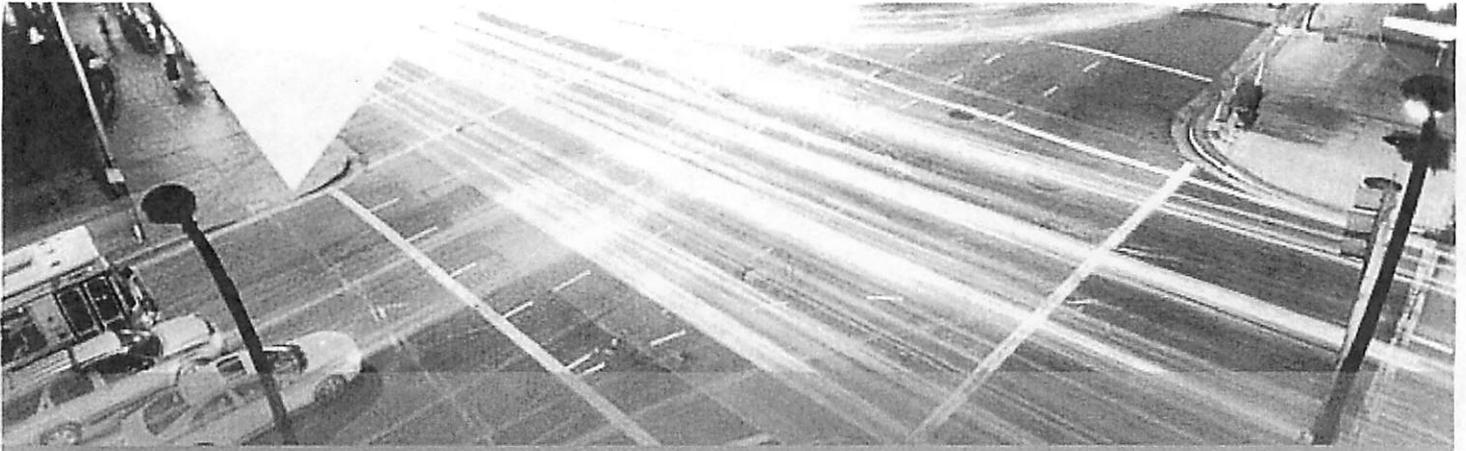
I hereby certify that this report complies with applicable technical requirements of the City of Leander and is complete and accurate to the best of my knowledge.

**Alliance Transportation Group, Inc.**

A handwritten signature in black ink that reads "Scott A. Feldman". The signature is written in a cursive, flowing style.

Scott A. Feldman, P.E., P.T.O.E.

Senior Transportation Engineer



## REFERENCES

1. Trip Generation, an Informal Report. 8th Edition, Institute of Transportation Engineers, Washington D.C., 2008.
2. Highway Capacity Manual, Transportation Research Board, Washington D.C., 2010.
3. "Synchro", Trafficware Corporation, Sugarland, Texas 2005.
4. Access Management Manual, Texas Department of Transportation, Austin, Texas, 2009.
5. Roadway Design Manual, Texas Department of Transportation, Austin, Texas, 2010.



## **APPENDIX A | Existing Traffic Counts**

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11500 Metric Blvd, Bldg, M-1, Suite 150  
Austin, TX 78758  
(512) 821 - 2081

File Name: NAMELESS RD - FM 1431

Start Date: Tuesday, January 31, 2012

Start Time	NAMELESS RD					FM 1431					NAMELESS RD					FM 1431					Int Total
	From North					From East					From South					From West					
	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	
7:00 AM 7:15 AM	51	0	2	0	53	0	44	2	0	46	0	0	0	0	0	11	207	0	0	218	317
7:15 AM 7:30 AM	52	0	10	0	62	0	63	10	0	73	0	0	0	0	0	5	231	0	0	236	371
7:30 AM 7:45 AM	40	0	8	0	48	0	65	13	0	78	0	0	0	0	0	8	216	0	0	224	350
7:45 AM 8:00 AM	42	0	11	0	53	0	88	9	0	97	0	0	0	0	0	11	215	0	0	226	376
<b>Total</b>	<b>185</b>	<b>0</b>	<b>31</b>	<b>0</b>	<b>216</b>	<b>0</b>	<b>260</b>	<b>34</b>	<b>0</b>	<b>294</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>35</b>	<b>869</b>	<b>0</b>	<b>0</b>	<b>904</b>	<b>1414</b>
8:00 AM 8:15 AM	31	0	13	0	44	0	60	6	0	66	0	0	0	0	0	8	142	0	0	150	260
8:15 AM 8:30 AM	42	0	8	0	50	0	68	5	0	73	0	0	0	0	0	12	172	0	0	184	307
8:30 AM 8:45 AM	22	0	7	0	29	0	73	7	0	80	0	0	0	0	0	7	145	0	0	152	261
8:45 AM 9:00 AM	22	0	4	0	26	0	75	5	0	80	0	0	0	0	0	7	140	0	0	147	253
<b>Total</b>	<b>117</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>149</b>	<b>0</b>	<b>276</b>	<b>23</b>	<b>0</b>	<b>299</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>599</b>	<b>0</b>	<b>0</b>	<b>633</b>	<b>1081</b>
<b>Grand Total</b>	<b>302</b>	<b>0</b>	<b>63</b>	<b>0</b>	<b>365</b>	<b>0</b>	<b>536</b>	<b>57</b>	<b>0</b>	<b>593</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>69</b>	<b>1468</b>	<b>0</b>	<b>0</b>	<b>1537</b>	<b>2495</b>
<b>Apprch %</b>	<b>82.7</b>	<b>0.0</b>	<b>17.3</b>			<b>0.0</b>	<b>90.4</b>	<b>9.6</b>			<b>0.0</b>	<b>0.0</b>	<b>0.0</b>			<b>4.5</b>	<b>95.5</b>	<b>0.0</b>			<b>253</b>
<b>Total %</b>	<b>12.1</b>	<b>0.0</b>	<b>2.5</b>		<b>14.6</b>	<b>0.0</b>	<b>21.5</b>	<b>2.3</b>		<b>23.8</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>		<b>0.0</b>	<b>2.8</b>	<b>58.8</b>	<b>0.0</b>		<b>61.6</b>	

Start Time	NAMELESS RD					FM 1431					NAMELESS RD					FM 1431					Int Total
	From North					From East					From South					From West					
	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	
7:00 AM 7:15 AM	51	0	2	0	53	0	44	2	0	46	0	0	0	0	0	11	207	0	0	218	317
7:15 AM 7:30 AM	52	0	10	0	62	0	63	10	0	73	0	0	0	0	0	5	231	0	0	236	371
7:30 AM 7:45 AM	40	0	8	0	48	0	65	13	0	78	0	0	0	0	0	8	216	0	0	224	350
7:45 AM 8:00 AM	42	0	11	0	53	0	88	9	0	97	0	0	0	0	0	11	215	0	0	226	376
<b>Total</b>	<b>185</b>	<b>0</b>	<b>31</b>	<b>0</b>	<b>216</b>	<b>0</b>	<b>260</b>	<b>34</b>	<b>0</b>	<b>294</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>35</b>	<b>869</b>	<b>0</b>	<b>0</b>	<b>904</b>	<b>1414</b>
<b>Apprch %</b>	<b>85.6</b>	<b>0.0</b>	<b>14.4</b>			<b>0.0</b>	<b>88.4</b>	<b>11.6</b>			<b>0.0</b>	<b>0.0</b>	<b>0.0</b>			<b>3.9</b>	<b>96.1</b>	<b>0.0</b>			<b>376</b>
<b>PHF</b>	<b>0.89</b>	<b>0.00</b>	<b>0.70</b>	<b>0.00</b>	<b>0.87</b>	<b>0.00</b>	<b>0.74</b>	<b>0.65</b>	<b>0.00</b>	<b>0.76</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.80</b>	<b>0.94</b>	<b>0.00</b>	<b>0.00</b>	<b>0.96</b>	<b>0.94</b>



11500 Metric Blvd, Bldg, M-1, Suite 150  
Austin, TX 78758  
(512) 821 - 2081

File Name: NAMELESS RD - FM 1431

Start Date: Tuesday, January 31, 2012

Start Time	NAMELESS RD					FM 1431					NAMELESS RD					FM 1431					Int Total
	From North					From East					From South					From West					
	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	
4:00 PM 4:15 PM	12	0	8	0	20	0	143	30	0	173	0	0	0	0	0	14	113	0	0	127	320
4:15 PM 4:30 PM	15	0	10	0	25	0	177	30	0	207	0	0	0	0	0	13	109	0	0	122	354
4:30 PM 4:45 PM	23	0	14	0	37	0	179	41	0	220	0	0	0	0	0	16	104	0	0	120	377
4:45 PM 5:00 PM	14	0	4	0	18	0	206	35	0	241	0	0	0	0	0	9	84	0	0	93	352
<b>Total</b>	<b>64</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>100</b>	<b>0</b>	<b>705</b>	<b>136</b>	<b>0</b>	<b>841</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52</b>	<b>410</b>	<b>0</b>	<b>0</b>	<b>462</b>	<b>1403</b>
5:00 PM 5:15 PM	12	0	8	0	20	0	184	47	0	231	0	0	0	0	0	7	100	0	0	107	358
5:15 PM 5:30 PM	14	0	12	0	26	0	211	38	0	249	0	0	0	0	0	12	99	0	0	111	386
5:30 PM 5:45 PM	13	0	14	0	27	0	218	36	0	254	0	0	0	0	0	9	102	0	0	111	392
5:45 PM 6:00 PM	13	0	15	0	28	0	194	30	0	224	0	0	0	0	0	6	105	0	0	111	363
<b>Total</b>	<b>52</b>	<b>0</b>	<b>49</b>	<b>0</b>	<b>101</b>	<b>0</b>	<b>807</b>	<b>151</b>	<b>0</b>	<b>958</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>406</b>	<b>0</b>	<b>0</b>	<b>440</b>	<b>1499</b>
<b>Grand Total</b>	<b>116</b>	<b>0</b>	<b>85</b>	<b>0</b>	<b>201</b>	<b>0</b>	<b>1512</b>	<b>287</b>	<b>0</b>	<b>1799</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>86</b>	<b>816</b>	<b>0</b>	<b>0</b>	<b>902</b>	<b>2902</b>
<b>Apprch %</b>	<b>57.7</b>	<b>0.0</b>	<b>42.3</b>			<b>0.0</b>	<b>84.0</b>	<b>16.0</b>			<b>0.0</b>	<b>0.0</b>	<b>0.0</b>			<b>9.5</b>	<b>90.5</b>	<b>0.0</b>			<b>363</b>
<b>Total %</b>	<b>4.0</b>	<b>0.0</b>	<b>2.9</b>		<b>6.9</b>	<b>0.0</b>	<b>52.1</b>	<b>9.9</b>		<b>62.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>		<b>0.0</b>	<b>3.0</b>	<b>28.1</b>	<b>0.0</b>		<b>31.1</b>	

Start Time	NAMELESS RD					FM 1431					NAMELESS RD					FM 1431					Int Total
	From North					From East					From South					From West					
	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	
5:00 PM 5:15 PM	12	0	8	0	20	0	184	47	0	231	0	0	0	0	0	7	100	0	0	107	358
5:15 PM 5:30 PM	14	0	12	0	26	0	211	38	0	249	0	0	0	0	0	12	99	0	0	111	386
5:30 PM 5:45 PM	13	0	14	0	27	0	218	36	0	254	0	0	0	0	0	9	102	0	0	111	392
5:45 PM 6:00 PM	13	0	15	0	28	0	194	30	0	224	0	0	0	0	0	6	105	0	0	111	363
<b>Total</b>	<b>52</b>	<b>0</b>	<b>49</b>	<b>0</b>	<b>101</b>	<b>0</b>	<b>807</b>	<b>151</b>	<b>0</b>	<b>958</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>406</b>	<b>0</b>	<b>0</b>	<b>440</b>	<b>1499</b>
<b>Apprch %</b>	<b>51.5</b>	<b>0.0</b>	<b>48.5</b>			<b>0.0</b>	<b>84.2</b>	<b>15.8</b>			<b>0.0</b>	<b>0.0</b>	<b>0.0</b>			<b>7.7</b>	<b>92.3</b>	<b>0.0</b>			<b>363</b>
<b>PHF</b>	<b>0.93</b>	<b>0.00</b>	<b>0.82</b>	<b>0.00</b>	<b>0.90</b>	<b>0.00</b>	<b>0.93</b>	<b>0.80</b>	<b>0.00</b>	<b>0.94</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.71</b>	<b>0.97</b>	<b>0.00</b>	<b>0.00</b>	<b>0.99</b>	<b>0.96</b>

Start Time	NAMELESS RD					LINDEMAN LN					NAMELESS RD					LINDEMAN LN					Int Total
	From North					From East					From South					From West					
	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	
7:00 AM 7:15 AM	0	27	0	0	27	0	0	0	0	0	1	11	0	0	12	3	0	25	0	28	67
7:15 AM 7:30 AM	0	36	0	0	36	0	0	0	0	0	4	9	0	0	13	1	0	27	0	28	77
7:30 AM 7:45 AM	0	30	0	0	30	0	0	0	0	0	8	10	0	0	18	2	0	19	0	21	69
7:45 AM 8:00 AM	0	34	1	0	35	0	0	0	0	0	6	15	0	0	21	3	0	16	0	19	75
<b>Total</b>	0	127	1	0	128	0	0	0	0	0	19	45	0	0	64	9	0	87	0	96	288
8:00 AM 8:15 AM	0	30	2	0	32	0	0	0	0	0	7	10	0	0	17	5	0	13	0	18	67
8:15 AM 8:30 AM	0	31	2	0	33	0	0	0	0	0	3	11	0	0	14	3	0	16	0	19	66
8:30 AM 8:45 AM	0	16	0	0	16	0	0	0	0	0	5	10	0	0	15	2	0	13	0	15	46
8:45 AM 9:00 AM	0	17	0	0	17	0	0	0	0	0	5	9	0	0	14	0	0	7	0	7	38
<b>Total</b>	0	94	4	0	98	0	0	0	0	0	20	40	0	0	60	10	0	49	0	59	217
<b>Grand Total</b>	0	221	5	0	226	0	0	0	0	0	39	85	0	0	124	19	0	136	0	155	505
<b>Apprch %</b>	0.0	97.8	2.2			0.0	0.0	0.0			31.5	68.5	0.0			12.3	0.0	87.7			
<b>Total %</b>	0.0	43.8	1.0		44.8	0.0	0.0	0.0		0.0	7.7	16.8	0.0		24.6	3.8	0.0	26.9			30.7

Start Time	NAMELESS RD					LINDEMAN LN					NAMELESS RD					LINDEMAN LN					Int Total
	From North					From East					From South					From West					
	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	
7:00 AM 7:15 AM	0	27	0	0	27	0	0	0	0	0	1	11	0	0	12	3	0	25	0	28	67
7:15 AM 7:30 AM	0	36	0	0	36	0	0	0	0	0	4	9	0	0	13	1	0	27	0	28	77
7:30 AM 7:45 AM	0	30	0	0	30	0	0	0	0	0	8	10	0	0	18	2	0	19	0	21	69
7:45 AM 8:00 AM	0	34	1	0	35	0	0	0	0	0	6	15	0	0	21	3	0	16	0	19	75
<b>Total</b>	0	127	1	0	128	0	0	0	0	0	19	45	0	0	64	9	0	87	0	96	288
<b>Apprch %</b>	0.0	99.2	0.8			0.0	0.0	0.0			29.7	70.3	0.0			9.4	0.0	90.6			
<b>PHF</b>	0.00	0.88	0.25	0.00	0.89	0.00	0.00	0.00	0.00	0.00	0.59	0.75	0.00	0.00	0.76	0.75	0.00	0.81	0.00	0.86	0.94

Start Time	NAMELESS RD					LINDEMAN LN					NAMELESS RD					LINDEMAN LN					Int Total
	From North					From East					From South					From West					
	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	
4:00 PM 4:15 PM	0	8	1	0	9	0	0	0	0	0	19	22	0	0	41	0	0	10	0	10	60
4:15 PM 4:30 PM	0	21	1	0	22	0	0	0	0	0	13	31	0	0	44	0	0	10	0	10	76
4:30 PM 4:45 PM	0	23	1	0	24	0	0	0	0	0	23	25	0	0	48	0	0	8	0	8	80
4:45 PM 5:00 PM	0	12	3	0	15	0	0	0	0	0	18	30	0	0	48	1	0	6	0	7	70
<b>Total</b>	0	64	6	0	70	0	0	0	0	0	73	108	0	0	181	1	0	34	0	35	286
5:00 PM 5:15 PM	0	13	1	0	14	0	0	0	0	0	22	33	0	0	55	1	0	8	0	9	78
5:15 PM 5:30 PM	0	17	3	0	20	0	0	0	0	0	23	21	0	0	44	1	0	8	0	9	73
5:30 PM 5:45 PM	0	20	1	0	21	0	0	0	0	0	22	24	0	0	46	3	0	7	0	10	77
5:45 PM 6:00 PM	0	21	1	0	22	0	0	0	0	0	15	20	0	0	35	2	0	6	0	8	65
<b>Total</b>	0	71	6	0	77	0	0	0	0	0	82	98	0	0	180	7	0	29	0	36	293
<b>Grand Total</b>	0	135	12	0	147	0	0	0	0	0	155	206	0	0	361	8	0	63	0	71	579
<b>Apprch %</b>	0.0	91.8	8.2			0.0	0.0	0.0			42.9	57.1	0.0			11.3	0.0	88.7			
<b>Total %</b>	0.0	23.3	2.1		25.4	0.0	0.0	0.0		0.0	26.8	35.6	0.0		62.3	1.4	0.0	10.9		12.3	

Start Time	NAMELESS RD					LINDEMAN LN					NAMELESS RD					LINDEMAN LN					Int Total
	From North					From East					From South					From West					
	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	
4:15 PM 4:30 PM	0	21	1	0	22	0	0	0	0	0	13	31	0	0	44	0	0	10	0	10	76
4:30 PM 4:45 PM	0	23	1	0	24	0	0	0	0	0	23	25	0	0	48	0	0	8	0	8	80
4:45 PM 5:00 PM	0	12	3	0	15	0	0	0	0	0	18	30	0	0	48	1	0	6	0	7	70
5:00 PM 5:15 PM	0	13	1	0	14	0	0	0	0	0	22	33	0	0	55	1	0	8	0	9	78
<b>Total</b>	0	69	6	0	75	0	0	0	0	0	76	119	0	0	195	2	0	32	0	34	304
<b>Apprch %</b>	0.0	92.0	8.0			0.0	0.0	0.0			39.0	61.0	0.0			5.9	0.0	94.1			
<b>PHF</b>	0.00	0.75	0.50	0.00	0.78	0.00	0.00	0.00	0.00	0.00	0.83	0.90	0.00	0.00	0.89	0.50	0.00	0.80	0.00	0.85	0.95



11500 Metric Blvd, Bldg. M-1, Suite 150  
Austin, TX 78758  
(512) 821 - 2081

File Name: BUCK RUN - FM 1431

Start Date: Tuesday, January 31, 2012

Start Time	BUCK RUN					FM 1431					BUCK RUN					FM 1431					Int Total	
	From North					From East					From South					From West						
	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total		
7:00 AM 7:15 AM	5	0	0	0	5	0	61	1	0	62	0	0	0	0	0	0	271	0	0	0	271	338
7:15 AM 7:30 AM	10	0	0	0	10	0	90	1	0	91	0	0	0	0	0	0	289	0	0	0	289	390
7:30 AM 7:45 AM	5	0	1	0	6	1	137	4	0	142	0	0	0	0	0	0	316	0	0	0	316	464
7:45 AM 8:00 AM	10	0	0	0	10	0	159	3	0	162	0	0	0	0	0	0	305	0	0	0	305	477
<b>Total</b>	<b>30</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>31</b>	<b>1</b>	<b>447</b>	<b>9</b>	<b>0</b>	<b>457</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1181</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1181</b>	<b>1669</b>
8:00 AM 8:15 AM	4	0	0	0	4	1	106	0	0	107	0	0	0	0	0	0	235	0	0	0	235	346
8:15 AM 8:30 AM	7	0	0	0	7	0	101	2	0	103	0	0	0	0	0	0	228	0	0	0	228	338
8:30 AM 8:45 AM	4	0	0	0	4	1	96	3	0	100	0	0	0	0	0	0	221	0	0	0	221	325
8:45 AM 9:00 AM	4	0	0	0	4	0	99	1	0	100	0	0	0	0	0	0	175	0	0	0	175	279
<b>Total</b>	<b>19</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19</b>	<b>2</b>	<b>402</b>	<b>6</b>	<b>0</b>	<b>410</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>859</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>859</b>	<b>1288</b>
<b>Grand Total</b>	<b>49</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>50</b>	<b>3</b>	<b>849</b>	<b>15</b>	<b>0</b>	<b>867</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2040</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2040</b>	<b>2957</b>
<b>Apprch %</b>	<b>58.0</b>	<b>0.0</b>	<b>2.0</b>			<b>0.3</b>	<b>97.9</b>	<b>1.7</b>			<b>0.0</b>	<b>0.0</b>	<b>0.0</b>			<b>0.0</b>	<b>100.0</b>	<b>0.0</b>			<b>69.0</b>	
<b>Total %</b>	<b>1.7</b>	<b>0.0</b>	<b>0.0</b>			<b>0.1</b>	<b>28.7</b>	<b>0.5</b>			<b>0.0</b>	<b>0.0</b>	<b>0.0</b>			<b>0.0</b>	<b>69.0</b>	<b>0.0</b>			<b>69.0</b>	

Peak Hour	BUCK RUN					FM 1431					BUCK RUN					FM 1431					Int Total	
	From North					From East					From South					From West						
Start Time	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total		
7:15 AM 7:30 AM	10	0	0	0	10	0	90	1	0	91	0	0	0	0	0	0	289	0	0	0	289	390
7:30 AM 7:45 AM	5	0	1	0	6	1	137	4	0	142	0	0	0	0	0	0	316	0	0	0	316	464
7:45 AM 8:00 AM	10	0	0	0	10	0	159	3	0	162	0	0	0	0	0	0	305	0	0	0	305	477
8:00 AM 8:15 AM	4	0	0	0	4	1	106	0	0	107	0	0	0	0	0	0	235	0	0	0	235	346
<b>Total</b>	<b>29</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>30</b>	<b>2</b>	<b>492</b>	<b>8</b>	<b>0</b>	<b>502</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1145</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1145</b>	<b>1677</b>
<b>Apprch %</b>	<b>96.7</b>	<b>0.0</b>	<b>3.3</b>			<b>0.4</b>	<b>98.0</b>	<b>1.6</b>			<b>0.0</b>	<b>0.0</b>	<b>0.0</b>			<b>0.0</b>	<b>100.0</b>	<b>0.0</b>			<b>0.91</b>	
<b>PHF</b>	<b>0.73</b>	<b>0.00</b>	<b>0.25</b>	<b>0.00</b>	<b>0.75</b>	<b>0.50</b>	<b>0.77</b>	<b>0.50</b>	<b>0.00</b>	<b>0.77</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.91</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.91</b>	<b>0.88</b>



11500 Metric Blvd, Bldg. M-1, Suite 150  
Austin, TX 78758  
(512) 821 - 2081

File Name: BUCK RUN - FM 1431

Start Date: Tuesday, January 31, 2012

Start Time	BUCK RUN					FM 1431					BUCK RUN					FM 1431					Int Total	
	From North					From East					From South					From West						
	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total		
4:00 PM 4:15 PM	3	0	0	0	3	0	200	5	1	205	0	0	0	0	0	0	168	0	0	0	168	376
4:15 PM 4:30 PM	5	0	0	0	5	0	237	5	2	242	0	0	0	0	0	0	175	0	0	0	175	422
4:30 PM 4:45 PM	3	0	0	0	3	0	236	6	0	242	0	0	0	0	0	0	150	0	0	0	150	395
4:45 PM 5:00 PM	1	0	0	0	1	1	260	5	2	266	0	0	0	0	0	0	133	2	0	0	135	402
<b>Total</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>1</b>	<b>933</b>	<b>21</b>	<b>5</b>	<b>955</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>626</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>628</b>	<b>1595</b>
5:00 PM 5:15 PM	5	0	0	0	5	1	263	5	2	269	0	0	0	0	0	0	194	0	0	0	194	468
5:15 PM 5:30 PM	3	0	0	0	3	0	292	8	0	300	0	0	0	0	0	0	148	0	0	0	148	451
5:30 PM 5:45 PM	6	0	0	0	6	0	274	5	2	279	0	0	1	0	1	0	144	0	0	0	144	430
5:45 PM 6:00 PM	4	0	1	0	5	0	249	8	3	257	0	0	0	0	0	1	153	0	0	0	154	416
<b>Total</b>	<b>18</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>19</b>	<b>1</b>	<b>1078</b>	<b>26</b>	<b>7</b>	<b>1105</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>639</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>640</b>	<b>1765</b>
<b>Grand Total</b>	<b>30</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>31</b>	<b>2</b>	<b>2011</b>	<b>47</b>	<b>12</b>	<b>2060</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>1265</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1268</b>	<b>3360</b>
<b>Apprch %</b>	<b>96.8</b>	<b>0.0</b>	<b>3.2</b>			<b>0.1</b>	<b>97.6</b>	<b>2.3</b>			<b>0.0</b>	<b>0.0</b>	<b>100.0</b>			<b>0.1</b>	<b>99.8</b>	<b>0.2</b>			<b>0.82</b>	
<b>Total %</b>	<b>0.9</b>	<b>0.0</b>	<b>0.0</b>			<b>0.1</b>	<b>59.9</b>	<b>1.4</b>			<b>0.0</b>	<b>0.0</b>	<b>0.0</b>			<b>0.0</b>	<b>37.6</b>	<b>0.1</b>			<b>37.7</b>	

Peak Hour	BUCK RUN					FM 1431					BUCK RUN					FM 1431					Int Total	
	From North					From East					From South					From West						
Start Time	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total		
5:00 PM 5:15 PM	5	0	0	0	5	1	263	5	2	269	0	0	0	0	0	0	194	0	0	0	194	468
5:15 PM 5:30 PM	3	0	0	0	3	0	292	8	0	300	0	0	0	0	0	0	148	0	0	0	148	451
5:30 PM 5:45 PM	6	0	0	0	6	0	274	5	2	279	0	0	1	0	1	0	144	0	0	0	144	430
5:45 PM 6:00 PM	4	0	1	0	5	0	249	8	3	257	0	0	0	0	0	1	153	0	0	0	154	416
<b>Total</b>	<b>18</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>19</b>	<b>1</b>	<b>1078</b>	<b>26</b>	<b>7</b>	<b>1105</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>639</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>640</b>	<b>1765</b>
<b>Apprch %</b>	<b>94.7</b>	<b>0.0</b>	<b>5.3</b>			<b>0.1</b>	<b>97.6</b>	<b>2.4</b>			<b>0.0</b>	<b>0.0</b>	<b>100.0</b>			<b>0.2</b>	<b>99.8</b>	<b>0.0</b>			<b>0.82</b>	
<b>PHF</b>	<b>0.75</b>	<b>0.00</b>	<b>0.25</b>	<b>0.00</b>	<b>0.79</b>	<b>0.25</b>	<b>0.92</b>	<b>0.81</b>	<b>0.58</b>	<b>0.92</b>	<b>0.00</b>	<b>0.00</b>	<b>0.25</b>	<b>0.00</b>	<b>0.25</b>	<b>0.25</b>	<b>0.82</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.82</b>	<b>0.94</b>



11500 Metric Blvd, Bldg, M-1, Suite 150  
Austin, TX 78758  
(512) 821 - 2081

File Name: LAKELINE BLVD - OSAGE

Start Date: Thursday, January 12, 2012

Start Time	LAKELINE BLVD					OSAGE					LAKELINE BLVD					OSAGE					Int Total
	From North					From East					From South					From West					
	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	
7:00 AM 7:15 AM	0	63	3	0	66	23	37	6	0	66	12	43	5	0	60	3	6	15	0	24	216
7:15 AM 7:30 AM	9	58	8	0	75	14	68	5	0	87	25	44	4	0	73	1	38	33	0	72	307
7:30 AM 7:45 AM	4	78	10	0	92	22	80	29	0	131	13	50	8	0	71	3	54	54	0	111	405
7:45 AM 8:00 AM	12	69	5	0	86	18	18	5	1	41	15	54	12	0	81	9	48	46	0	103	311
<b>Total</b>	<b>25</b>	<b>268</b>	<b>26</b>	<b>0</b>	<b>319</b>	<b>77</b>	<b>203</b>	<b>45</b>	<b>1</b>	<b>325</b>	<b>65</b>	<b>191</b>	<b>29</b>	<b>0</b>	<b>285</b>	<b>16</b>	<b>146</b>	<b>148</b>	<b>0</b>	<b>310</b>	<b>1239</b>
8:00 AM 8:15 AM	0	60	1	0	61	22	2	4	0	28	13	58	10	0	81	7	6	22	0	35	205
8:15 AM 8:30 AM	7	61	6	0	74	43	11	1	0	55	10	37	19	0	66	6	15	16	0	37	232
8:30 AM 8:45 AM	3	67	9	0	79	45	7	1	0	53	18	34	24	0	76	3	9	33	1	45	253
8:45 AM 9:00 AM	1	52	3	0	56	13	3	0	0	16	32	55	15	0	102	6	6	25	0	37	211
<b>Total</b>	<b>11</b>	<b>240</b>	<b>19</b>	<b>0</b>	<b>270</b>	<b>123</b>	<b>23</b>	<b>6</b>	<b>0</b>	<b>152</b>	<b>73</b>	<b>184</b>	<b>68</b>	<b>0</b>	<b>325</b>	<b>22</b>	<b>36</b>	<b>96</b>	<b>1</b>	<b>154</b>	<b>901</b>
<b>Grand Total</b>	<b>36</b>	<b>508</b>	<b>45</b>	<b>0</b>	<b>589</b>	<b>200</b>	<b>226</b>	<b>51</b>	<b>1</b>	<b>477</b>	<b>138</b>	<b>375</b>	<b>97</b>	<b>0</b>	<b>610</b>	<b>38</b>	<b>182</b>	<b>244</b>	<b>1</b>	<b>464</b>	<b>2140</b>
Apprch %	6.1	86.2	7.6			41.9	47.4	10.7			22.6	61.5	15.9			8.2	39.2	52.6			
Total %	1.7	23.7	2.1		27.5	9.3	10.6	2.4		22.3	6.4	17.5	4.5		28.5	1.8	8.5	11.4			21.7

Peak Hour	LAKELINE BLVD					OSAGE					LAKELINE BLVD					OSAGE					Int Total
	From North					From East					From South					From West					
	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	
7:00 AM 7:15 AM	0	63	3	0	66	23	37	6	0	66	12	43	5	0	60	3	6	15	0	24	216
7:15 AM 7:30 AM	9	58	8	0	75	14	68	5	0	87	25	44	4	0	73	1	38	33	0	72	307
7:30 AM 7:45 AM	4	78	10	0	92	22	80	29	0	131	13	50	8	0	71	3	54	54	0	111	405
7:45 AM 8:00 AM	12	69	5	0	86	18	18	5	1	41	15	54	12	0	81	9	48	46	0	103	311
<b>Total</b>	<b>25</b>	<b>268</b>	<b>26</b>	<b>0</b>	<b>319</b>	<b>77</b>	<b>203</b>	<b>45</b>	<b>1</b>	<b>325</b>	<b>65</b>	<b>191</b>	<b>29</b>	<b>0</b>	<b>285</b>	<b>16</b>	<b>146</b>	<b>148</b>	<b>0</b>	<b>310</b>	<b>1239</b>
Apprch %	7.8	84.0	8.2			23.7	62.5	13.8			22.8	67.0	10.2			5.2	47.1	47.7			
PHF	0.52	0.86	0.65	0.00	0.87	0.84	0.63	0.39	0.25	0.62	0.65	0.88	0.60	0.00	0.88	0.44	0.68	0.69	0.00	0.70	0.76



11500 Metric Blvd, Bldg, M-1, Suite 150  
Austin, TX 78758  
(512) 821 - 2081

File Name: LAKELINE BLVD - OSAGE

Start Date: Wednesday, January 11, 2012

Start Time	LAKELINE BLVD					OSAGE					LAKELINE BLVD					OSAGE					Int Total
	From North					From East					From South					From West					
	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	
4:00 PM 4:15 PM	6	61	6	0	73	28	7	3	0	38	12	68	28	0	108	6	7	19	0	32	251
4:15 PM 4:30 PM	3	54	5	0	62	15	9	2	0	26	17	87	45	0	149	8	13	14	0	35	272
4:30 PM 4:45 PM	5	67	9	0	81	13	8	4	0	25	18	113	31	0	162	3	9	12	0	24	292
4:45 PM 5:00 PM	4	80	4	0	88	11	8	7	0	26	14	85	29	0	128	3	7	10	0	20	262
<b>Total</b>	<b>18</b>	<b>262</b>	<b>24</b>	<b>0</b>	<b>304</b>	<b>67</b>	<b>32</b>	<b>16</b>	<b>0</b>	<b>115</b>	<b>61</b>	<b>353</b>	<b>133</b>	<b>0</b>	<b>547</b>	<b>20</b>	<b>36</b>	<b>55</b>	<b>0</b>	<b>111</b>	<b>1077</b>
5:00 PM 5:15 PM	3	59	6	0	68	14	6	5	0	25	22	74	26	0	122	4	8	12	0	24	239
5:15 PM 5:30 PM	8	49	4	0	61	13	10	6	0	29	20	98	30	0	148	4	5	15	0	24	262
5:30 PM 5:45 PM	2	71	4	0	77	16	12	4	0	32	27	112	30	0	169	4	5	17	0	26	304
5:45 PM 6:00 PM	2	78	4	0	84	13	8	5	0	26	18	115	26	0	159	6	6	18	0	30	299
<b>Total</b>	<b>15</b>	<b>257</b>	<b>18</b>	<b>0</b>	<b>290</b>	<b>56</b>	<b>36</b>	<b>20</b>	<b>0</b>	<b>112</b>	<b>87</b>	<b>399</b>	<b>112</b>	<b>0</b>	<b>598</b>	<b>18</b>	<b>24</b>	<b>62</b>	<b>0</b>	<b>104</b>	<b>1104</b>
<b>Grand Total</b>	<b>33</b>	<b>519</b>	<b>42</b>	<b>0</b>	<b>594</b>	<b>123</b>	<b>68</b>	<b>36</b>	<b>0</b>	<b>227</b>	<b>148</b>	<b>752</b>	<b>245</b>	<b>0</b>	<b>1145</b>	<b>38</b>	<b>60</b>	<b>117</b>	<b>0</b>	<b>215</b>	<b>2181</b>
Apprch %	5.6	87.4	7.1			54.2	30.0	15.9			12.9	65.7	21.4			17.7	27.9	54.4			
Total %	1.5	23.8	1.9		27.2	5.6	3.1	1.7		10.4	6.8	34.5	11.2		52.5	1.7	2.8	5.4			9.9

Peak Hour	LAKELINE BLVD					OSAGE					LAKELINE BLVD					OSAGE					Int Total
	From North					From East					From South					From West					
	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	
5:00 PM 5:15 PM	3	59	6	0	68	14	6	5	0	25	22	74	26	0	122	4	8	12	0	24	239
5:15 PM 5:30 PM	8	49	4	0	61	13	10	6	0	29	20	98	30	0	148	4	5	15	0	24	262
5:30 PM 5:45 PM	2	71	4	0	77	16	12	4	0	32	27	112	30	0	169	4	5	17	0	26	304
5:45 PM 6:00 PM	2	78	4	0	84	13	8	5	0	26	18	115	26	0	159	6	6	18	0	30	299
<b>Total</b>	<b>15</b>	<b>257</b>	<b>18</b>	<b>0</b>	<b>290</b>	<b>56</b>	<b>36</b>	<b>20</b>	<b>0</b>	<b>112</b>	<b>87</b>	<b>399</b>	<b>112</b>	<b>0</b>	<b>598</b>	<b>18</b>	<b>24</b>	<b>62</b>	<b>0</b>	<b>104</b>	<b>1104</b>
Apprch %	5.2	88.6	6.2			50.0	32.1	17.9			14.5	66.7	18.7			17.3	23.1	59.6			
PHF	0.47	0.82	0.75	0.00	0.86	0.88	0.75	0.83	0.00	0.88	0.81	0.87	0.93	0.00	0.88	0.75	0.75	0.86	0.00	0.87	0.91



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# **APPENDIX B | LOS Analysis-Existing Conditions (2012)**

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Lanes, Volumes, Timings  
1: Nameless Rd & Lindeman Ln

2012 Existing AM Peak

	↖	↗	↙	↑	↓	↘
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↖			↑	↓	↘
Volume (vph)	9	87	19	45	127	1
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.877			0.999		
Flt Protected	0.996			0.985		
Satd. Flow (prot)	1627	0	0	1835	1861	0
Flt Permitted	0.996			0.985		
Satd. Flow (perm)	1627	0	0	1835	1861	0
Adj. Flow (vph)	10	101	25	59	143	1
Lane Group Flow (vph)	111	0	0	84	144	0
Sign Control	Stop			Free	Free	

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 26.0%  
Analysis Period (min) 15  
ICU Level of Service A

HCM Unsignalized Intersection Capacity Analysis  
1: Nameless Rd & Lindeman Ln

2012 Existing AM Peak

	↖	↗	↙	↑	↓	↘
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↖			↑	↓	↘
Volume (veh/h)	9	87	19	45	127	1
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.86	0.86	0.76	0.76	0.89	0.89
Hourly flow rate (vph)	10	101	25	59	143	1
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	252	143	144			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	252	143	144			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	99	89	98			
cM capacity (veh/h)	723	904	1439			

Intersection Summary

Average Delay 3.8  
Intersection Capacity Utilization 26.0%  
Analysis Period (min) 15  
ICU Level of Service A

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	112	84	144
Volume Left	10	25	0
Volume Right	101	0	1
cSH	884	1439	1700
Volume to Capacity	0.13	0.02	0.08
Queue Length 95th (ft)	11	1	0
Control Delay (s)	9.7	2.3	0.0
Lane LOS	A	A	
Approach Delay (s)	9.7	2.3	0.0
Approach LOS	A		

Intersection Summary

Average Delay 3.8  
Intersection Capacity Utilization 26.0%  
Analysis Period (min) 15  
ICU Level of Service A

Lanes, Volumes, Timings  
1: Nameless Rd & Lindeman Ln

2012 Existing PM Peak

	↖	↗	↙	↘	↑	↓
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↖			↘	↖	↗
Volume (vph)	2	32	76	119	69	6
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.872				0.969	
Flt Protected	0.998			0.981		
Satd. Flow (prot)	1621	0	0	1827	1842	0
Flt Permitted	0.998			0.981		
Satd. Flow (perm)	1621	0	0	1827	1842	0
Link Speed (mph)	40			45	45	
Link Distance (ft)	1436			1160	2054	
Travel Time (s)	24.5			17.6	31.1	
Adj. Flow (vph)	2	38	85	134	88	8
Lane Group Flow (vph)	40	0	0	219	96	0
Sign Control	Stop			Free	Free	

Intersection Summary

Area Type: Other  
Control Type: Unsignalized  
Intersection Capacity Utilization 27.1% ICU Level of Service A  
Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis  
1: Nameless Rd & Lindeman Ln

2012 Existing PM Peak

	↖	↗	↙	↘	↑	↓
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↖			↘	↖	↗
Volume (veh/h)	2	32	76	119	69	6
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.85	0.85	0.89	0.89	0.78	0.78
Hourly flow rate (vph)	2	38	85	134	88	8
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	397	92	96			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	397	92	96			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	100	96	94			
cM capacity (veh/h)	574	965	1497			

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	40	219	96
Volume Left	2	85	0
Volume Right	38	0	8
cSH	928	1497	1700
Volume to Capacity	0.04	0.06	0.06
Queue Length 95th (ft)	3	5	0
Control Delay (s)	9.1	3.2	0.0
Lane LOS	A	A	
Approach Delay (s)	9.1	3.2	0.0
Approach LOS	A		

Intersection Summary

Average Delay 3.0  
Intersection Capacity Utilization 27.1% ICU Level of Service A  
Analysis Period (min) 15

Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2012 Existing AM Peak

Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↔	↕	↕		↕	↕
Volume (vph)	35	869	260	34	185	31
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt			0.983		0.980	
Flt Protected	0.950				0.959	
Satd. Flow (prot)	1770	3539	3479	0	1751	0
Flt Permitted	0.375				0.959	
Satd. Flow (perm)	699	3539	3479	0	1751	0
Satd. Flow (RTOR)			26		16	
Adj. Flow (vph)	36	905	342	45	213	36
Lane Group Flow (vph)	36	905	387	0	249	0
Turn Type	pm+pt	NA	NA		NA	
Protected Phases	7	4	8		6	
Permitted Phases	4					
Detector Phase	7	4	8		6	
Switch Phase						
Minimum Initial (s)	4.0	4.0	4.0		4.0	
Minimum Split (s)	10.0	22.0	22.0		22.0	
Total Split (s)	10.0	32.0	22.0		23.0	
Total Split (%)	18.2%	58.2%	40.0%		41.8%	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	2.0	2.0	2.0		2.0	
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	
Total Lost Time (s)	6.0	6.0	6.0		6.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?	Yes		Yes			
Recall Mode	None	None	None		None	
Act Effect Green (s)	18.2	21.0	17.9		11.5	
Actuated g/C Ratio	0.48	0.55	0.47		0.30	
v/c Ratio	0.08	0.47	0.23		0.46	
Control Delay	7.7	9.3	11.2		15.8	
Queue Delay	0.0	0.0	0.0		0.0	
Total Delay	7.7	9.3	11.2		15.8	
LOS	A	A	B		B	
Approach Delay		9.3	11.2		15.8	
Approach LOS		A	B		B	
Queue Length 50th (ft)	4	73	24		42	
Queue Length 95th (ft)	18	148	64		110	
Internal Link Dist (ft)		881	1064		834	
Turn Bay Length (ft)	245					
Base Capacity (vph)	466	2456	1743		923	
Starvation Cap Reductn	0	0	0		0	
Spillback Cap Reductn	0	0	0		0	
Storage Cap Reductn	0	0	0		0	
Reduced v/c Ratio	0.08	0.37	0.22		0.27	

Intersection Summary

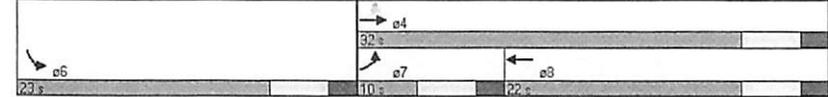
Cycle Length: 55  
Actuated Cycle Length: 38.2

Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2012 Existing AM Peak

Natural Cycle: 55  
Control Type: Actuated-Uncoordinated  
Maximum v/c Ratio: 0.47  
Intersection Signal Delay: 10.8  
Intersection Capacity Utilization 46.2%  
Analysis Period (min) 15  
Intersection LOS: B  
ICU Level of Service A

Splits and Phases: 2: FM 1431 & Nameless Rd



Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2012 Existing PM Peak

Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↘	↑↑	↑↑		↘	
Volume (vph)	34	406	807	151	52	49
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	245			0	0	0
Storage Lanes	1			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt			0.976		0.935	
Flt Protected	0.950				0.975	
Satd. Flow (prot)	1770	3539	3454	0	1698	0
Flt Permitted	0.170				0.975	
Satd. Flow (perm)	317	3539	3454	0	1698	0
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)			41		54	
Link Speed (mph)		55	55		45	
Link Distance (ft)		961	1144		914	
Travel Time (s)		11.9	14.2		13.8	
Adj. Flow (vph)	34	410	859	161	58	54
Lane Group Flow (vph)	34	410	1020	0	112	0
Turn Type	pm+pt	NA	NA		NA	
Protected Phases	7	4	8		6	
Permitted Phases	4					
Detector Phase	7	4	8		6	
Switch Phase						
Minimum Initial (s)	4.0	4.0	4.0		4.0	
Minimum Split (s)	10.0	22.0	22.0		22.0	
Total Split (s)	10.0	38.0	28.0		22.0	
Total Split (%)	16.7%	63.3%	46.7%		36.7%	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	2.0	2.0	2.0		2.0	
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	
Total Lost Time (s)	6.0	6.0	6.0		6.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?	Yes		Yes			
Recall Mode	None	None	None		None	
Act Effect Green (s)	21.4	26.3	23.7		8.5	
Actuated g/C Ratio	0.60	0.73	0.66		0.24	
v/c Ratio	0.09	0.16	0.44		0.25	
Control Delay	5.0	4.2	9.0		12.4	
Queue Delay	0.0	0.0	0.0		0.0	
Total Delay	5.0	4.2	9.0		12.4	
LOS	A	A	A		B	
Approach Delay		4.2	9.0		12.4	
Approach LOS		A	A		B	
Queue Length 50th (ft)	3	21	64		10	
Queue Length 95th (ft)	12	45	195		51	
Internal Link Dist (ft)		881	1064		834	
Turn Bay Length (ft)	245					
Base Capacity (vph)	399	2886	2381		981	

Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2012 Existing PM Peak

Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Starvation Cap Reductn	0	0	0		0	
Spillback Cap Reductn	0	0	0		0	
Storage Cap Reductn	0	0	0		0	
Reduced v/c Ratio	0.09	0.14	0.43		0.11	

Intersection Summary	
Area Type:	Other
Cycle Length:	60
Actuated Cycle Length:	35.8
Natural Cycle:	60
Control Type:	Actuated-Uncoordinated
Maximum v/c Ratio:	0.44
Intersection Signal Delay:	7.9
Intersection Capacity Utilization:	44.1%
Analysis Period (min):	15
Intersection LOS:	A
ICU Level of Service:	A

Splits and Phases: 2: FM 1431 & Nameless Rd



Lanes, Volumes, Timings

3: Driveway/Buck Run & FM 1431

2012 Existing AM Peak

	↖	→	↘	↙	←	↖	↙	↑	↘	↙	↓	↘
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↖↗		↖	↖↗			↖↗		↖	↖	
Volume (vph)	0	1145	0	2	492	8	0	0	0	29	0	1
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Flt				0.998					0.950		0.850	
Flt Protected				0.950					0.950			
Satd. Flow (prot)	1863	3539	0	1770	3532	0	0	1863	0	1770	1583	0
Flt Permitted				0.950					0.950			
Satd. Flow (perm)	1863	3539	0	1770	3532	0	0	1863	0	1770	1583	0
Adj. Flow (vph)	0	1258	0	3	639	10	0	0	0	39	0	1
Lane Group Flow (vph)	0	1258	0	3	649	0	0	0	0	39	1	0
Sign Control		Free		Free			Stop			Stop		

Intersection Summary

Control Type: Unsignalized

Intersection Capacity Utilization 41.7%

ICU Level of Service A

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis

3: Driveway/Buck Run & FM 1431

2012 Existing AM Peak

	↖	→	↘	↙	←	↖	↙	↑	↘	↙	↓	↘
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↖↗		↖	↖↗			↖↗		↖	↖	
Volume (veh/h)	0	1145	0	2	492	8	0	0	0	29	0	1
Sign Control		Free		Free			Stop			Stop		
Grade		0%		0%			0%			0%		
Peak Hour Factor	0.91	0.91	0.91	0.77	0.77	0.77	0.92	0.92	0.92	0.75	0.75	0.75
Hourly flow rate (vph)	0	1258	0	3	639	10	0	0	0	39	0	1
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		Raised			Raised							
Median storage (veh)		1			1							
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	649			1258			1584	1913	629	1278	1908	325
vC1, stage 1 conf vol							1258	1258	649	649		
vC2, stage 2 conf vol							326	655	629	1258		
vCu, unblocked vol	649			1258			1584	1913	629	1278	1908	325
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)							6.5	5.5		6.5	5.5	
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	100			100			100	100	100	85	100	100
cM capacity (veh/h)	933			549			150	171	425	251	170	671

Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	NB 1	SB 1	SB 2
Volume Total	0	839	419	3	426	223	0	39	1
Volume Left	0	0	0	3	0	0	0	39	0
Volume Right	0	0	0	0	0	10	0	0	1
cSH	1700	1700	1700	549	1700	1700	1700	251	671
Volume to Capacity	0.00	0.49	0.25	0.00	0.25	0.13	0.00	0.15	0.00
Queue Length 95th (ft)	0	0	0	0	0	0	0	13	0
Control Delay (s)	0.0	0.0	0.0	11.6	0.0	0.0	0.0	21.9	10.4
Lane LOS				B			A	C	B
Approach Delay (s)	0.0			0.0			0.0	21.5	
Approach LOS							A	C	

Intersection Summary

Average Delay 0.5

Intersection Capacity Utilization 41.7%

ICU Level of Service

A

Analysis Period (min) 15

Lanes, Volumes, Timings  
3: Driveway/Buck Run & FM 1431

2012 Existing PM Peak

Lane Group	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations	↔	↕	↔	↔	↕	↕	↔	↔	↕	↔	↕	↕
Volume (vph)	1	639	0	7	1	1078	26	0	0	1	18	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	485		0		485		0	0	0	0	0	0
Storage Lanes	1		0		1		0	0	0	0	1	
Taper Length (ft)	25				25			25			25	
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00
Frt						0.995			0.865			0.850
Flt Protected	0.950				0.950					0.950		
Satd. Flow (prot)	1770	3539	0	0	1770	3525	0	0	1611	0	1770	1583
Flt Permitted	0.950				0.950						0.950	
Satd. Flow (perm)	1770	3539	0	0	1770	3525	0	0	1611	0	1770	1583
Link Speed (mph)		55				55			25			25
Link Distance (ft)		903				1882			1032			915
Travel Time (s)		11.2				23.3			28.1			25.0
Adj. Flow (vph)	1	779	0	8	1	1172	28	0	0	1	23	0
Lane Group Flow (vph)	1	779	0	0	9	1200	0	0	1	0	23	1
Sign Control		Free				Free			Stop			Stop

Intersection Summary

Area Type: Other  
Control Type: Unsignalized  
Intersection Capacity Utilization 45.0%  
Analysis Period (min) 15  
ICU Level of Service A

Lane Group	SBR
Lane Configurations	↔
Volume (vph)	1
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	0
Taper Length (ft)	
Lane Util. Factor	1.00
Frt	
Flt Protected	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Adj. Flow (vph)	1
Lane Group Flow (vph)	0
Sign Control	

Intersection Summary

HCM Unsignalized Intersection Capacity Analysis  
3: Driveway/Buck Run & FM 1431

2012 Existing PM Peak

Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations	↔	↕	↔	↔	↕	↕	↔	↔	↕	↔	↕	↕
Volume (veh/h)	1	639	0	7	1	1078	26	0	0	1	18	0
Sign Control		Free				Free			Stop			Stop
Grade		0%				0%			0%			0%
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.79	0.79
Hourly flow rate (vph)	1	779	0	0	1	1172	28	0	0	1	23	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		Raised				Raised						
Median storage (veh)		1				1						
Upstream signal (ft)												
pX, platoon unblocked				0.00								
vC, conflicting volume	1200			0	779			1371	1984	390	1581	1970
vC1, stage 1 conf vol								782	782		1188	1188
vC2, stage 2 conf vol								589	1202		393	782
vCu, unblocked vol	1200			0	779			1371	1984	390	1581	1970
IC, single (s)	4.1			0.0	4.1			7.5	6.5	6.9	7.5	6.5
IC, 2 stage (s)								6.5	5.5		6.5	5.5
IF (s)	2.2			0.0	2.2			3.5	4.0	3.3	3.5	4.0
p0 queue free %	100			0	100			100	100	100	86	100
cM capacity (veh/h)	577			0	834			229	168	609	160	170

Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	NB 1	SB 1	SB 2
Volume Total	1	520	260	1	781	419	1	23	1
Volume Left	1	0	0	1	0	0	0	23	0
Volume Right	0	0	0	0	0	28	1	0	1
cSH	577	1700	1700	834	1700	1700	609	160	444
Volume to Capacity	0.00	0.31	0.15	0.00	0.46	0.25	0.00	0.14	0.00
Queue Length 95th (ft)	0	0	0	0	0	0	0	12	0
Control Delay (s)	11.2	0.0	0.0	9.3	0.0	0.0	10.9	31.3	13.1
Lane LOS	B			A			B	D	B
Approach Delay (s)	0.0			0.0			10.9	30.3	
Approach LOS							B	D	

Intersection Summary

Average Delay 0.4  
Intersection Capacity Utilization 45.0%  
Analysis Period (min) 15  
ICU Level of Service A

Lanes, Volumes, Timings  
4: Lakeline Blvd & Osage Dr

2012 Existing AM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔	↔		↔	↔	↔	↔	↔	↔	↔	
Volume (vph)	16	146	148	77	203	45	65	191	29	25	268	26
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Frt			0.850			0.850		0.980			0.987	
Flt Protected		0.995			0.986		0.950			0.950		
Satd. Flow (prot)	0	1853	1583	0	1837	1583	1770	3468	0	1770	3493	0
Flt Permitted		0.938			0.836		0.950			0.950		
Satd. Flow (perm)	0	1747	1583	0	1557	1583	1770	3468	0	1770	3493	0
Satd. Flow (RTOR)			211			62		16			10	
Adj. Flow (vph)	23	209	211	124	327	73	74	217	33	29	308	30
Lane Group Flow (vph)	0	232	211	0	451	73	74	250	0	29	338	0
Turn Type	Perm	NA	Perm	Perm	NA	Perm	Prot	NA	Prot	NA	NA	
Protected Phases		4			8		5	2		1		6
Permitted Phases	4		4	8		8						
Detector Phase	4	4	4	8	8	8	5	2		1		6
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	15.0	15.0	15.0	5.0	15.0		5.0	15.0	
Minimum Split (s)	22.0	22.0	22.0	22.0	22.0	22.0	11.0	22.0		11.0	22.0	
Total Split (s)	51.0	51.0	51.0	51.0	51.0	51.0	18.0	80.0		18.0	64.0	
Total Split (%)	34.2%	34.2%	34.2%	34.2%	34.2%	34.2%	12.1%	53.7%		12.1%	43.0%	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)		6.0	6.0		6.0	6.0	6.0	6.0		6.0	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Recall Mode	None	Min		None	Min							
Act Effct Green (s)		45.3	45.3		45.3	45.3	9.0	22.4		6.9	15.6	
Actuated g/C Ratio		0.53	0.53		0.53	0.53	0.11	0.26		0.08	0.18	
v/c Ratio		0.25	0.22		0.54	0.08	0.40	0.27		0.20	0.52	
Control Delay		13.1	2.6		17.8	4.6	43.3	25.4		41.6	34.7	
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay		13.1	2.6		17.8	4.6	43.3	25.4		41.6	34.7	
LOS		B	A		B	A	D	C		D	C	
Approach Delay		8.1			15.9			29.5			35.3	
Approach LOS		A			B			C			D	
Queue Length 50th (ft)		67	0		159	3	39	46		15	87	
Queue Length 95th (ft)		94	12		164	11	81	92		41	130	
Internal Link Dist (ft)		453			559			620			634	
Turn Bay Length (ft)							250			200		
Base Capacity (vph)		930	941		829	872	251	3018		251	3039	
Starvation Cap Reductn		0	0		0	0	0	0		0	0	
Spillback Cap Reductn		0	0		0	0	0	0		0	0	
Storage Cap Reductn		0	0		0	0	0	0		0	0	
Reduced v/c Ratio		0.25	0.22		0.54	0.08	0.29	0.08		0.12	0.11	

Intersection Summary

Cycle Length: 149  
Actuated Cycle Length: 85.2

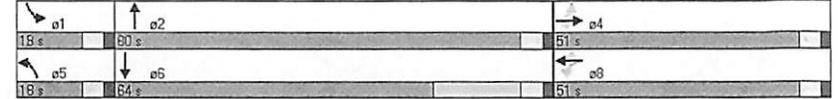
Lanes, Volumes, Timings  
4: Lakeline Blvd & Osage Dr

2012 Existing AM Peak

Natural Cycle: 60  
Control Type: Actuated-Uncoordinated  
Maximum v/c Ratio: 0.54  
Intersection Signal Delay: 20.7  
Intersection Capacity Utilization 64.1%  
Analysis Period (min) 15

Intersection LOS: C  
ICU Level of Service C

Splits and Phases: 4: Lakeline Blvd & Osage Dr



Lanes, Volumes, Timings  
4: Lakeline Blvd & Osage Dr

2012 Existing PM Peak

	↖	→	↘	↙	←	↖	↙	↑	↘	↘	↓	↙
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↖	↖		↖	↖	↖	↖		↖	↖	
Volume (vph)	18	24	62	56	36	20	87	399	112	15	257	18
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Frt			0.850			0.850		0.967			0.990	
Flt Protected		0.979			0.970		0.950			0.950		
Satd. Flow (prot)	0	1824	1583	0	1807	1583	1770	3422	0	1770	3504	0
Flt Permitted		0.832			0.785		0.950			0.950		
Satd. Flow (perm)	0	1550	1583	0	1462	1583	1770	3422	0	1770	3504	0
Satd. Flow (RTOR)			71			23		52			10	
Adj. Flow (vph)	21	28	71	64	41	23	99	453	127	17	299	21
Lane Group Flow (vph)	0	49	71	0	105	23	99	580	0	17	320	0
Turn Type	Perm	NA	Perm	Perm	NA	Perm	Prot	NA		Prot	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4		4	8		8						
Detector Phase	4	4	4	8	8	8	5	2		1	6	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	15.0	15.0	15.0	5.0	15.0		5.0	15.0	
Minimum Split (s)	22.0	22.0	22.0	22.0	22.0	22.0	11.0	22.0		11.0	22.0	
Total Split (s)	25.0	25.0	25.0	25.0	25.0	25.0	20.0	75.0		18.0	60.0	
Total Split (%)	21.2%	21.2%	21.2%	21.2%	21.2%	21.2%	16.9%	63.6%		15.3%	50.8%	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)		6.0	6.0		6.0	6.0	6.0	6.0		6.0	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Recall Mode	None	Min		None	Min							
Act Effect Green (s)		15.5	15.5		15.5	15.5	8.6	30.5		6.3	21.7	
Actuated g/C Ratio		0.29	0.29		0.29	0.29	0.16	0.58		0.12	0.41	
v/c Ratio		0.11	0.14		0.24	0.05	0.34	0.29		0.08	0.22	
Control Delay		17.3	6.1		19.0	8.3	25.0	9.4		24.1	16.4	
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay		17.3	6.1		19.0	8.3	25.0	9.4		24.1	16.4	
LOS		B	A		B	A	C	A		C	B	
Approach Delay		10.7			17.1			11.7			16.8	
Approach LOS		B			B			B			B	
Queue Length 50th (ft)		12	0		28	0	31	47		5	44	
Queue Length 95th (ft)		35	24		64	14	66	116		20	74	
Internal Link Dist (ft)		453			559			620			634	
Turn Bay Length (ft)							250			200		
Base Capacity (vph)		576	633		544	603	485	3422		416	3504	
Starvation Cap Reductn		0	0		0	0	0	0		0	0	
Spillback Cap Reductn		0	0		0	0	0	0		0	0	
Storage Cap Reductn		0	0		0	0	0	0		0	0	
Reduced v/c Ratio		0.09	0.11		0.19	0.04	0.20	0.17		0.04	0.09	

Intersection Summary

Cycle Length: 118  
Actuated Cycle Length: 52.9

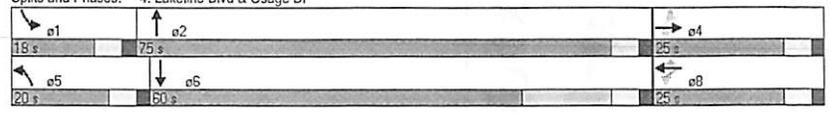
Lanes, Volumes, Timings  
4: Lakeline Blvd & Osage Dr

2012 Existing PM Peak

Natural Cycle: 55  
Control Type: Actuated-Uncoordinated  
Maximum v/c Ratio: 0.34  
Intersection Signal Delay: 13.5  
Intersection Capacity Utilization 54.6%  
Analysis Period (min) 15

Intersection LOS: B  
ICU Level of Service A

Splits and Phases: 4: Lakeline Blvd & Osage Dr



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# **APPENDIX C | LOS Analysis-Future Conditions (2022)**

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Lanes, Volumes, Timings  
1: Nameless Rd & Lindeman Ln

2022 Background AM Peak

	↖	→	↗	↖	←	↙	↖	↗	↖	↗	↖	↗
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Volume (vph)	11	0	103	0	0	0	22	53	0	0	150	1
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Flt		0.878									0.999	
Flt Protected		0.995						0.986				
Satd. Flow (prot)	0	1627	0	0	1863	0	0	1837	0	0	1861	0
Flt Permitted		0.995						0.986				
Satd. Flow (perm)	0	1627	0	0	1863	0	0	1837	0	0	1861	0
Adj. Flow (vph)	12	0	112	0	0	0	24	58	0	0	163	1
Lane Group Flow (vph)	0	124	0	0	0	0	0	82	0	0	164	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 28.9%  
Analysis Period (min) 15

ICU Level of Service A

HCM Unsignalized Intersection Capacity Analysis  
1: Nameless Rd & Lindeman Ln

2022 Background AM Peak

	↖	→	↗	↖	←	↙	↖	↗	↖	↗	↖	↗
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Volume (veh/h)	11	0	103	0	0	0	22	53	0	0	150	1
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	12	0	112	0	0	0	24	58	0	0	163	1
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	269	269	164	381	270	58	164				58	
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	269	269	164	381	270	58	164				58	
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1				4.1	
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2				2.2	
p0 queue free %	98	100	87	100	100	100	98				100	
cM capacity (veh/h)	675	626	881	497	626	1009	1414				1547	

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	124	0	82	164
Volume Left	12	0	24	0
Volume Right	112	0	0	1
cSH	856	1700	1414	1700
Volume to Capacity	0.14	0.00	0.02	0.10
Queue Length 95th (ft)	13	0	1	0
Control Delay (s)	9.9	0.0	2.3	0.0
Lane LOS	A	A	A	
Approach Delay (s)	9.9	0.0	2.3	0.0
Approach LOS	A	A		

Intersection Summary

Average Delay 3.8  
Intersection Capacity Utilization 28.9%  
Analysis Period (min) 15

ICU Level of Service

A

Lanes, Volumes, Timings  
1: Nameless Rd & Lindeman Ln

2022 Background PM Peak

	↖	→	↘	↙	←	↖	↙	↑	↘	↙	↓	↘
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↑			↓	
Volume (vph)	2	0	38	0	0	0	90	141	0	0	82	7
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.871									0.989	
Flt Protected		0.998						0.981				
Satd. Flow (prot)	0	1619	0	0	1863	0	0	1827	0	0	1842	0
Flt Permitted		0.998						0.981				
Satd. Flow (perm)	0	1619	0	0	1863	0	0	1827	0	0	1842	0
Adj. Flow (vph)	2	0	41	0	0	0	98	153	0	0	89	8
Lane Group Flow (vph)	0	43	0	0	0	0	251	0	0	0	97	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 29.1%  
Analysis Period (min) 15  
ICU Level of Service A

HCM Unsignalized Intersection Capacity Analysis  
1: Nameless Rd & Lindeman Ln

2022 Background PM Peak

	↖	→	↘	↙	←	↖	↙	↑	↘	↙	↓	↘
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↑			↓	
Volume (veh/h)	2	0	38	0	0	0	90	141	0	0	82	7
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	2	0	41	0	0	0	98	153	0	0	89	8
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	442	442	93	483	446	153	97				153	
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	442	442	93	483	446	153	97				153	
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1				4.1	
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2				2.2	
p0 queue free %	100	100	96	100	100	100	93				100	
cM capacity (veh/h)	500	477	964	449	474	893	1497				1427	

Direction, Lane #

	EB 1	WB 1	NB 1	SB 1
Volume Total	43	0	251	97
Volume Left	2	0	98	0
Volume Right	41	0	0	8
cSH	921	1700	1497	1700
Volume to Capacity	0.05	0.00	0.07	0.06
Queue Length 95th (ft)	4	0	5	0
Control Delay (s)	9.1	0.0	3.3	0.0
Lane LOS	A	A	A	
Approach Delay (s)	9.1	0.0	3.3	0.0
Approach LOS	A	A		

Intersection Summary

Average Delay 3.1  
Intersection Capacity Utilization 29.1%  
Analysis Period (min) 15  
ICU Level of Service A

Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2022 Background AM Peak

Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↔	↕↕	↕↕	↔	↕↕	↔
Volume (vph)	41	1029	308	40	219	37
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Flt			0.983		0.981	
Flt Protected	0.950				0.959	
Satd. Flow (prot)	1770	3539	3479	0	1752	0
Flt Permitted	0.348				0.959	
Satd. Flow (perm)	648	3539	3479	0	1752	0
Satd. Flow (RTOR)			18		12	
Adj. Flow (vph)	45	1118	335	43	238	40
Lane Group Flow (vph)	45	1118	378	0	278	0
Turn Type	pm+pl	NA	NA		NA	
Protected Phases	7	4	8		6	
Permitted Phases	4					
Detector Phase	7	4	8		6	
Switch Phase						
Minimum Initial (s)	4.0	4.0	4.0		4.0	
Minimum Split (s)	22.0	22.0	22.0		22.0	
Total Split (s)	22.0	44.0	22.0		26.0	
Total Split (%)	31.4%	62.9%	31.4%		37.1%	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	2.0	2.0	2.0		2.0	
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	
Total Lost Time (s)	6.0	6.0	6.0		6.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?	Yes		Yes			
Recall Mode	Ped	Min	Min		Min	
Act Effct Green (s)	33.8	33.8	11.5		14.0	
Actuated g/C Ratio	0.56	0.56	0.19		0.23	
v/c Ratio	0.07	0.56	0.55		0.66	
Control Delay	7.2	10.3	24.7		28.4	
Queue Delay	0.0	0.0	0.0		0.0	
Total Delay	7.2	10.3	24.7		28.4	
LOS	A	B	C		C	
Approach Delay		10.1	24.7		28.4	
Approach LOS		B	C		C	
Queue Length 50th (ft)	6	120	62		86	
Queue Length 95th (ft)	22	211	109		167	
Internal Link Dist (ft)		881	1615		722	
Turn Bay Length (ft)	245					
Base Capacity (vph)	668	2270	952		599	
Starvation Cap Reductn	0	0	0		0	
Spillback Cap Reductn	0	0	0		0	
Storage Cap Reductn	0	0	0		0	
Reduced v/c Ratio	0.07	0.49	0.40		0.46	

Intersection Summary

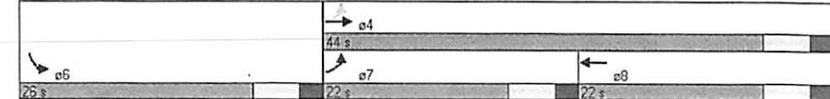
Cycle Length: 70  
Actuated Cycle Length: 60

Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2022 Background AM Peak

Natural Cycle: 70  
Control Type: Actuated-Uncoordinated  
Maximum v/c Ratio: 0.66  
Intersection Signal Delay: 15.9  
Intersection Capacity Utilization 52.8%  
Analysis Period (min) 15  
Intersection LOS: B  
ICU Level of Service A

Splits and Phases: 2: FM 1431 & Nameless Rd



Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2022 Background PM Peak

Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↖	↗	↖	↗	↖	↗
Volume (vph)	40	481	955	179	62	58
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt			0.976		0.935	
Flt Protected	0.950				0.975	
Satd. Flow (prot)	1770	3539	3454	0	1698	0
Flt Permitted	0.123				0.975	
Satd. Flow (perm)	229	3539	3454	0	1698	0
Satd. Flow (RTOR)			31		53	
Adj. Flow (vph)	43	523	1038	195	67	63
Lane Group Flow (vph)	43	523	1233	0	130	0
Turn Type	pm+pt	NA	NA		NA	
Protected Phases	7	4	8		6	
Permitted Phases	4					
Detector Phase	7	4	8		6	
Switch Phase						
Minimum Initial (s)	4.0	4.0	4.0		4.0	
Minimum Split (s)	22.0	22.0	22.0		22.0	
Total Split (s)	22.0	58.0	36.0		22.0	
Total Split (%)	27.5%	72.5%	45.0%		27.5%	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	2.0	2.0	2.0		2.0	
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	
Total Lost Time (s)	6.0	6.0	6.0		6.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?	Yes		Yes			
Recall Mode	None	None	None		None	
Act Effect Green (s)	30.7	33.7	29.6		9.1	
Actuated g/C Ratio	0.63	0.69	0.61		0.19	
v/c Ratio	0.11	0.21	0.59		0.36	
Control Delay	4.8	4.6	12.2		18.4	
Queue Delay	0.0	0.0	0.0		0.0	
Total Delay	4.8	4.6	12.2		18.4	
LOS	A	A	B		B	
Approach Delay		4.6	12.2		18.4	
Approach LOS		A	B		B	
Queue Length 50th (ft)	4	32	96		20	
Queue Length 95th (ft)	15	60	306		74	
Internal Link Dist (ft)		881	1615		722	
Turn Bay Length (ft)	245					
Base Capacity (vph)	769	3220	2252		714	
Starvation Cap Reductn	0	0	0		0	
Spillback Cap Reductn	0	0	0		0	
Storage Cap Reductn	0	0	0		0	
Reduced v/c Ratio	0.06	0.16	0.55		0.18	

Intersection Summary

Cycle Length: 80  
Actuated Cycle Length: 48.8

Crystal Falls West  
Alliance Transportation Group, Inc.

Synchro 8 Report

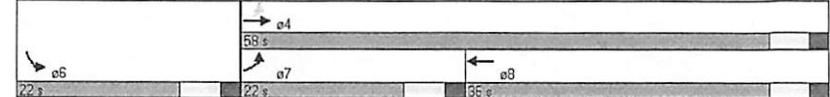
Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2022 Background PM Peak

Natural Cycle: 80  
Control Type: Actuated-Uncoordinated  
Maximum v/c Ratio: 0.59  
Intersection Signal Delay: 10.4  
Intersection Capacity Utilization 50.2%  
Analysis Period (min) 15

Intersection LOS: B  
ICU Level of Service A

Splits and Phases: 2: FM 1431 & Nameless Rd



Crystal Falls West  
Alliance Transportation Group, Inc.

Synchro 8 Report

Lanes, Volumes, Timings

3: Church Driveway/Buck Run & FM 1431

2022 Background AM Peak

	↖	→	↗	↙	←	↖	↙	↘	↗	↖	↙	↘
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↕	↗	↖	↕	↗	↖	↕	↗	↖	↕	↗
Volume (vph)	0	1355	0	2	582	9	0	0	0	34	0	1
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Flt				0.998						0.850		
Flt Protected				0.950						0.950		
Satd. Flow (prot)	1863	3539	0	1770	3532	0	0	1863	0	1770	1583	0
Flt Permitted				0.950						0.950		
Satd. Flow (perm)	1863	3539	0	1770	3532	0	0	1863	0	1770	1583	0
Adj. Flow (vph)	0	1473	0	2	633	10	0	0	0	37	0	1
Lane Group Flow (vph)	0	1473	0	2	643	0	0	0	0	37	1	0
Sign Control		Free		Free			Stop			Stop		

Intersection Summary

Control Type: Unsignalized

Intersection Capacity Utilization 47.5%

ICU Level of Service A

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis

3: Church Driveway/Buck Run & FM 1431

2022 Background AM Peak

	↖	→	↗	↙	←	↖	↙	↘	↗	↖	↙	↘
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↕	↗	↖	↕	↗	↖	↕	↗	↖	↕	↗
Volume (veh/h)	0	1355	0	2	582	9	0	0	0	34	0	1
Sign Control		Free		Free			Stop			Stop		
Grade		0%		0%			0%			0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	1473	0	2	633	10	0	0	0	37	0	1
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		Raised			Raised							
Median storage (veh)		1			1							
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	642			1473			1795	2120	736	1378	2115	321
vC1, stage 1 conf vol							1473	1473	642	642		
vC2, stage 2 conf vol							322	647	736	1473		
vCu, unblocked vol	642			1473			1795	2120	736	1378	2115	321
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)							6.5	5.5	6.5	5.5		
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	100			100			100	100	100	84	100	100
cM capacity (veh/h)	938			454			112	140	361	229	140	675

Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	NB 1	SB 1	SB 2
Volume Total	0	982	491	2	422	221	0	37	1
Volume Left	0	0	0	2	0	0	0	37	0
Volume Right	0	0	0	0	0	10	0	0	1
cSH	1700	1700	1700	454	1700	1700	1700	229	675
Volume to Capacity	0.00	0.58	0.29	0.00	0.25	0.13	0.00	0.16	0.00
Queue Length 95th (ft)	0	0	0	0	0	0	0	14	0
Control Delay (s)	0.0	0.0	0.0	13.0	0.0	0.0	0.0	23.7	10.3
Lane LOS				B			A	C	B
Approach Delay (s)	0.0			0.0			0.0	23.3	
Approach LOS				A			A	C	

Intersection Summary

Average Delay 0.4

Intersection Capacity Utilization 47.5%

ICU Level of Service

A

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis  
3: Church Driveway/Buck Run & FM 1431

2022 Background PM Peak

Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations	↖	↗		↖	↗	↖	↗	↖	↗	↖	↗	↖
Volume (veh/h)	1	756	0	8	1	1276	31	0	0	1	21	0
Sign Control		Free				Free			Stop			Stop
Grade		0%				0%			0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1	822	0	0	1	1387	34	0	0	1	23	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		Raised				Raised						
Median storage (veh)		1				1						
Upstream signal (ft)												
pX, platoon unblocked				0.00								
vC, conflicting volume	1421			0	822			1521	2247	411	1820	2230
vC1, stage 1 conf vol								824	824		1406	1406
vC2, stage 2 conf vol								697	1423		414	824
vCu, unblocked vol	1421			0	822			1521	2247	411	1820	2230
tC, single (s)	4.1			0.0	4.1			7.5	6.5	6.9	7.5	6.5
tC, 2 stage (s)								6.5	5.5		6.5	5.5
tF (s)	2.2			0.0	2.2			3.5	4.0	3.3	3.5	4.0
p0 queue free %	100			0	100			100	100	100	81	100
cM capacity (veh/h)	475			0	803			201	136	590	120	139
Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	NB 1	SB 1	SB 2			
Volume Total	1	548	274	1	925	496	1	23	1			
Volume Left	1	0	0	1	0	0	0	23	0			
Volume Right	0	0	0	0	0	34	1	0	1			
cSH	475	1700	1700	803	1700	1700	590	120	376			
Volume to Capacity	0.00	0.32	0.16	0.00	0.54	0.29	0.00	0.19	0.00			
Queue Length 95th (ft)	0	0	0	0	0	0	0	17	0			
Control Delay (s)	12.6	0.0	0.0	9.5	0.0	0.0	11.1	42.1	14.6			
Lane LOS	B			A			B	E	B			
Approach Delay (s)	0.0			0.0			11.1	40.8				
Approach LOS							B	E				
<b>Intersection Summary</b>												
Average Delay	0.4											
Intersection Capacity Utilization	50.8%											
Analysis Period (min)	15											
	ICU Level of Service A											

HCM Unsignalized Intersection Capacity Analysis  
3: Church Driveway/Buck Run & FM 1431

2022 Background PM Peak

Movement	SBR
Lane Configurations	↖
Volume (veh/h)	1
Sign Control	
Grade	
Peak Hour Factor	0.92
Hourly flow rate (vph)	1
Pedestrians	
Lane Width (ft)	
Walking Speed (ft/s)	
Percent Blockage	
Right turn flare (veh)	
Median type	
Median storage (veh)	
Upstream signal (ft)	
pX, platoon unblocked	
vC, conflicting volume	710
vC1, stage 1 conf vol	
vC2, stage 2 conf vol	
vCu, unblocked vol	710
tC, single (s)	6.9
tC, 2 stage (s)	
tF (s)	3.3
p0 queue free %	100
cM capacity (veh/h)	376
Direction, Lane #	

Timings  
4: Lakeline Blvd & Osage Dr

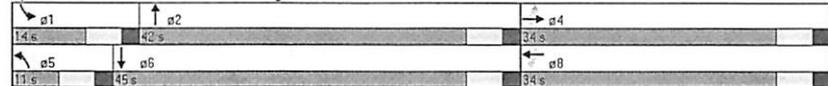
Crystal Falls West  
2022 Background AM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		←	↑	←	↑	↑	←	↑	↑	←	↑	↑
Volume (vph)	81	348	352	97	277	129	147	859	44	95	1310	92
Satd. Flow (prot)	0	1846	1583	0	1839	1583	1770	3514	0	1770	3504	0
Flt Permitted		0.488			0.323		0.950			0.950		
Satd. Flow (perm)	0	909	1583	0	602	1583	1770	3514	0	1770	3504	0
Satd. Flow (RTOR)			144			140		7			10	
Lane Group Flow (vph)	0	466	383	0	406	140	160	982	0	103	1524	0
Turn Type	Perm	NA	Perm	Perm	NA	Perm	Prot	NA	Prot	NA	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4		4	8		8						
Detector Phase	4	4	4	8	8	8	5	2		1	6	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	15.0	15.0	15.0	5.0	15.0		5.0	15.0	
Minimum Split (s)	22.0	22.0	22.0	22.0	22.0	22.0	11.0	22.0		11.0	22.0	
Total Split (s)	34.0	34.0	34.0	34.0	34.0	34.0	11.0	42.0		14.0	45.0	
Total Split (%)	37.8%	37.8%	37.8%	37.8%	37.8%	37.8%	12.2%	46.7%		15.6%	50.0%	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)		6.0	6.0		6.0	6.0	6.0	6.0		6.0	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Recall Mode	None	Min		None	Min							
Act Effect Green (s)		28.0	28.0		28.0	28.0	5.0	38.8		7.8	39.0	
Actuated g/C Ratio		0.31	0.31		0.31	0.31	0.06	0.43		0.09	0.43	
v/c Ratio		1.65	0.65		2.17	0.24	1.63	0.65		0.68	1.00	
Control Delay		332.1	22.2		565.8	5.3	356.7	23.4		62.7	49.5	
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay		332.1	22.2		565.8	5.3	356.7	23.4		62.7	49.5	
LOS		F	C		F	A	F	C		E	D	
Approach Delay		192.3			422.1			70.1			50.4	
Approach LOS		F			F			E			D	

Intersection Summary

Cycle Length: 90  
 Actuated Cycle Length: 90  
 Natural Cycle: 130  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 2.17  
 Intersection Signal Delay: 133.5  
 Intersection Capacity Utilization 110.0%  
 Analysis Period (min) 15  
 Intersection LOS: F  
 ICU Level of Service H

Splits and Phases: 4: Lakeline Blvd & Osage Dr



Timings  
4: Lakeline Blvd & Osage Dr

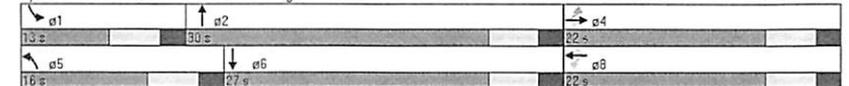
Crystal Falls West  
2022 Background PM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		←	↑	←	↑	↑	←	↑	↑	←	↑	↑
Volume (vph)	131	213	202	71	227	136	234	1146	153	125	704	123
Satd. Flow (prot)	0	1827	1583	0	1840	1583	1770	3476	0	1770	3461	0
Flt Permitted		0.517			0.456		0.950			0.950		
Satd. Flow (perm)	0	963	1583	0	849	1583	1770	3476	0	1770	3461	0
Satd. Flow (RTOR)			220			148		25			32	
Lane Group Flow (vph)	0	374	220	0	324	148	254	1412	0	136	899	0
Turn Type	Perm	NA	Perm	Perm	NA	Perm	Prot	NA	Prot	NA	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4		4	8		8						
Detector Phase	4	4	4	8	8	8	5	2		1	6	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	15.0	15.0	15.0	5.0	15.0		5.0	15.0	
Minimum Split (s)	22.0	22.0	22.0	22.0	22.0	22.0	11.0	22.0		11.0	22.0	
Total Split (s)	22.0	22.0	22.0	22.0	22.0	22.0	16.0	30.0		13.0	27.0	
Total Split (%)	33.8%	33.8%	33.8%	33.8%	33.8%	33.8%	24.6%	46.2%		20.0%	41.5%	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)		6.0	6.0		6.0	6.0	6.0	6.0		6.0	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Recall Mode	None	Min		None	Min							
Act Effect Green (s)		16.0	16.0		16.0	16.0	10.0	25.8		7.0	20.0	
Actuated g/C Ratio		0.25	0.25		0.25	0.25	0.16	0.40		0.11	0.31	
v/c Ratio		1.55	0.39		1.53	0.29	0.92	1.00		0.70	0.82	
Control Delay		292.9	5.7		283.8	5.9	68.1	46.9		50.4	26.8	
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay		292.9	5.7		283.8	5.9	68.1	46.9		50.4	26.8	
LOS		F	A		F	A	E	D		D	C	
Approach Delay		186.5			196.6			50.1			29.9	
Approach LOS		F			F			D			C	

Intersection Summary

Cycle Length: 65  
 Actuated Cycle Length: 64  
 Natural Cycle: 100  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 1.55  
 Intersection Signal Delay: 84.4  
 Intersection Capacity Utilization 97.8%  
 Analysis Period (min) 15  
 Intersection LOS: F  
 ICU Level of Service F

Splits and Phases: 4: Lakeline Blvd & Osage Dr



Lanes, Volumes, Timings  
1: Nameless Rd & Lindeman Ln

2022 Background + Site AM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔			↔			↔			↔		
Volume (vph)	14	0	118	21	0	0	32	433	7	0	905	3
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.879			0.998			0.997			0.997		
Flt Protected	0.995			0.950			0.997			0.997		
Satd. Flow (prot)	0	1629	0	0	1770	0	0	1853	0	0	1863	0
Flt Permitted	0.995			0.950			0.997			0.997		
Satd. Flow (perm)	0	1629	0	0	1770	0	0	1853	0	0	1863	0
Adj. Flow (vph)	15	0	128	23	0	0	35	471	8	0	984	3
Lane Group Flow (vph)	0	143	0	0	23	0	0	514	0	0	987	0
Sign Control	Stop			Stop			Free			Free		

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 64.0%  
Analysis Period (min) 15

ICU Level of Service B

HCM Unsignalized Intersection Capacity Analysis  
1: Nameless Rd & Lindeman Ln

2022 Background + Site AM Peak

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	↔			↔			↔			↔			
Volume (veh/h)	14	0	118	21	0	0	32	433	7	0	905	3	
Sign Control	Stop			Stop			Free			Free			
Grade	0%			0%			0%			0%			
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	
Hourly flow rate (vph)	15	0	128	23	0	0	35	471	8	0	984	3	
Pedestrians													
Lane Width (ft)													
Walking Speed (ft/s)													
Percent Blockage													
Right turn flare (veh)													
Median type							None			None			
Median storage (veh)													
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	1529	1533	985	1658	1531	474	987						478
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol	1529	1533	985	1658	1531	474	987						478
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1						4.1
tC, 2 stage (s)													
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2						2.2
p0 queue free %	83	100	57	47	100	100	95						100
cM capacity (veh/h)	92	111	301	43	111	590	700						1084

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	143	23	513	987
Volume Left	15	23	35	0
Volume Right	128	0	8	3
cSH	243	43	700	1084
Volume to Capacity	0.59	0.53	0.05	0.00
Queue Length 95th (ft)	68	39	3	0
Control Delay (s)	39.3	159.7	1.4	0.0
Lane LOS	E	F	A	
Approach Delay (s)	39.3	159.7	1.4	0.0
Approach LOS	E	F		

Intersection Summary

Average Delay 6.0  
Intersection Capacity Utilization 64.0%  
Analysis Period (min) 15

ICU Level of Service B

Lanes, Volumes, Timings  
1: Nameless Rd & Lindeman Ln

2022 Background + Site PM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Volume (vph)	2	0	46	11	0	0	99	733	18	0	413	7
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.870						0.997			0.998	
Flt Protected		0.998		0.950				0.994				
Satd. Flow (prot)	0	1617	0	0	1770	0	0	1846	0	0	1859	0
Flt Permitted		0.998		0.950				0.994				
Satd. Flow (perm)	0	1617	0	0	1770	0	0	1846	0	0	1859	0
Adj. Flow (vph)	2	0	50	12	0	0	108	797	20	0	449	8
Lane Group Flow (vph)	0	52	0	0	12	0	0	925	0	0	457	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 82.9%  
Analysis Period (min) 15

ICU Level of Service E

HCM Unsignalized Intersection Capacity Analysis  
1: Nameless Rd & Lindeman Ln

2022 Background + Site PM Peak

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Volume (veh/h)	2	0	46	11	0	0	99	733	18	0	413	7
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	2	0	50	12	0	0	108	797	20	0	449	8
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1474	1484	453	1524	1478	807	457				816	
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1474	1484	453	1524	1478	807	457				816	
IC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1				4.1	
IC, 2 stage (s)												
IF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2				2.2	
p0 queue free %	98	100	92	85	100	100	90				100	
cM capacity (veh/h)	97	113	607	82	114	382	1104				811	

Direction, Lane #

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	52	12	924	457
Volume Left	2	12	108	0
Volume Right	50	0	20	8
cSH	498	82	1104	811
Volume to Capacity	0.10	0.15	0.10	0.00
Queue Length 95th (ft)	7	10	6	0
Control Delay (s)	13.1	56.3	2.4	0.0
Lane LOS	B	F	A	
Approach Delay (s)	13.1	56.3	2.4	0.0
Approach LOS	B	F		

Intersection Summary

Average Delay 2.5  
Intersection Capacity Utilization 82.9%  
Analysis Period (min) 15

ICU Level of Service E

Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2022 Background + Site AM Peak

Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↖	↗	↖	↗	↖	↗
Volume (vph)	69	1163	432	425	1003	92
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Fr			0.926		0.989	
Flt Protected	0.950				0.956	
Satd. Flow (prot)	1770	3539	3277	0	1761	0
Flt Permitted	0.105				0.956	
Satd. Flow (perm)	196	3539	3277	0	1761	0
Satd. Flow (RTOR)			181		6	
Adj. Flow (vph)	75	1264	470	462	1090	100
Lane Group Flow (vph)	75	1264	932	0	1190	0
Turn Type	pm+pt	NA	NA		NA	
Protected Phases	5	2	6		4	
Permitted Phases	2					
Detector Phase	5	2	6		4	
Switch Phase						
Minimum Initial (s)	5.0	15.0	15.0		15.0	
Minimum Split (s)	11.0	21.0	21.0		21.0	
Total Split (s)	11.0	49.0	38.0		81.0	
Total Split (%)	8.5%	37.7%	29.2%		62.3%	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	2.0	2.0	2.0		2.0	
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	
Total Lost Time (s)	6.0	6.0	6.0		6.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?	Yes		Yes			
Recall Mode	Min	Max	Min		Max	
Act Effect Green (s)	43.0	43.0	32.0		75.0	
Actuated g/C Ratio	0.33	0.33	0.25		0.58	
v/c Ratio	0.60	1.08	0.99		1.17	
Control Delay	51.8	91.9	65.9		113.7	
Queue Delay	0.0	0.0	0.0		0.0	
Total Delay	51.8	91.9	65.9		113.7	
LOS	D	F	E		F	
Approach Delay		89.7	65.9		113.7	
Approach LOS		F	E		F	
Queue Length 50th (ft)	35	-500	277		-955	
Queue Length 95th (ft)	#73	#611	#395		#1169	
Internal Link Dist (ft)		881	1615		722	
Turn Bay Length (ft)	245					
Base Capacity (vph)	125	1171	943		1019	
Starvation Cap Reductn	0	0	0		0	
Spillback Cap Reductn	0	0	0		0	
Storage Cap Reductn	0	0	0		0	
Reduced v/c Ratio	0.60	1.08	0.99		1.17	

Intersection Summary

Cycle Length: 130  
Actuated Cycle Length: 130

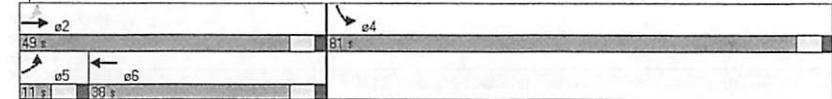
Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2022 Background + Site AM Peak

Natural Cycle: 140  
Control Type: Semi Act-Uncoord  
Maximum v/c Ratio: 1.17  
Intersection Signal Delay: 91.5  
Intersection Capacity Utilization 105.9%  
Analysis Period (min) 15  
Intersection LOS: F  
ICU Level of Service G

- Volume exceeds capacity, queue is theoretically infinite.  
Queue shown is maximum after two cycles.  
# 95th percentile volume exceeds capacity, queue may be longer.  
Queue shown is maximum after two cycles.

Splits and Phases: 2: FM 1431 & Nameless Rd



Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2022 Background + Site PM Peak

Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↔	↕↕	↕↕	↔	↔	↔
Volume (vph)	68	588	1056	823	423	77
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Flt			0.934		0.979	
Flt Protected	0.950				0.959	
Satd. Flow (prot)	1770	3539	3306	0	1749	0
Flt Permitted	0.048				0.959	
Satd. Flow (perm)	89	3539	3306	0	1749	0
Satd. Flow (RTOR)			223		7	
Adj. Flow (vph)	74	639	1148	895	460	84
Lane Group Flow (vph)	74	639	2043	0	544	0
Turn Type	pm+pt	NA	NA		NA	
Protected Phases	5	2	6		4	
Permitted Phases	2					
Detector Phase	5	2	6		4	
Swlch Phase						
Minimum Initial (s)	5.0	15.0	15.0		15.0	
Minimum Split (s)	11.0	21.0	21.0		21.0	
Total Split (s)	11.0	94.0	83.0		46.0	
Total Split (%)	7.9%	67.1%	59.3%		32.9%	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	2.0	2.0	2.0		2.0	
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	
Total Lost Time (s)	6.0	6.0	6.0		6.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?	Yes		Yes			
Recall Mode	Min	Max	Max		Min	
Act Effct Green (s)	88.0	88.0	77.0		40.0	
Actuated g/C Ratio	0.63	0.63	0.55		0.29	
v/c Ratio	0.64	0.29	1.06		1.08	
Control Delay	41.4	12.2	68.2		108.7	
Queue Delay	0.0	0.0	0.0		0.0	
Total Delay	41.4	12.2	68.2		108.7	
LOS	D	B	E		F	
Approach Delay		15.2	68.2		108.7	
Approach LOS		B	E		F	
Queue Length 50th (ft)	20	104	-822		-438	
Queue Length 95th (ft)	#70	131	#931		#623	
Internal Link Dist (ft)		881	1615		722	
Turn Bay Length (ft)	245					
Base Capacity (vph)	116	2225	1919		505	
Starvation Cap Reductn	0	0	0		0	
Spillback Cap Reductn	0	0	0		0	
Storage Cap Reductn	0	0	0		0	
Reduced v/c Ratio	0.64	0.29	1.06		1.08	

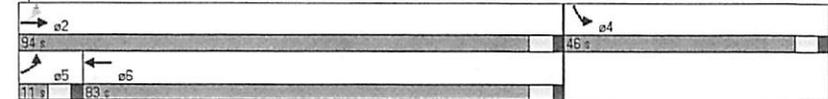
Intersection Summary  
Cycle Length: 140  
Actuated Cycle Length: 140

Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2022 Background + Site PM Peak

Natural Cycle: 140  
Control Type: Semi Act-Uncoord  
Maximum v/c Ratio: 1.08  
Intersection Signal Delay: 63.4  
Intersection Capacity Utilization 94.6%  
Analysis Period (min) 15  
Intersection LOS: E  
ICU Level of Service F  
# 95th percentile volume exceeds capacity, queue may be longer.  
Queue shown is maximum after two cycles.

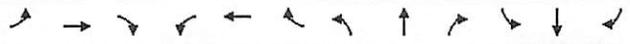
Splits and Phases: 2: FM 1431 & Nameless Rd



Lanes, Volumes, Timings

3: Church Driveway/Buck Run & FM 1431

2022 Background + Site AM Peak



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↕	↗	↔	↕	↗	↔	↕	↗	↔	↕	↗
Volume (vph)	23	3111	0	2	1723	53	0	0	0	237	0	10
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.995						0.850		
Flt Protected	0.950			0.950						0.950		
Sald. Flow (prot)	1770	3539	0	1770	3522	0	0	1863	0	1770	1583	0
Flt Permitted	0.950			0.950						0.950		
Sald. Flow (perm)	1770	3539	0	1770	3522	0	0	1863	0	1770	1583	0
Adj. Flow (vph)	25	3382	0	2	1873	58	0	0	0	258	0	11
Lane Group Flow (vph)	25	3382	0	2	1931	0	0	0	0	258	11	0
Sign Control		Free		Free				Stop		Stop		

Intersection Summary

Control Type: Unsignalized  
 Intersection Capacity Utilization 105.8%  
 Analysis Period (min) 15

ICU Level of Service G

HCM Unsignalized Intersection Capacity Analysis

3: Church Driveway/Buck Run & FM 1431

2022 Background + Site AM Peak



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↕	↗	↔	↕	↗	↔	↕	↗	↔	↕	↗
Volume (veh/h)	23	3111	0	2	1723	53	0	0	0	237	0	10
Sign Control		Free		Free				Stop		Stop		
Grade		0%		0%				0%		0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	25	3382	0	2	1873	58	0	0	0	258	0	11
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		Raised			Raised							
Median storage (veh)		2			2							
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1930			3382			4383	5366	1691	3647	5338	965
vC1, stage 1 conf vol							3432	3432		1906	1906	
vC2, stage 2 conf vol							952	1935		1741	3432	
vCu, unblocked vol	1930			3382			4383	5366	1691	3647	5338	965
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)							6.5	5.5		6.5	5.5	
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	92			97			100	100	100	0	100	96
cM capacity (veh/h)	301			79			6	15	82	49	14	255

Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	NB 1	SB 1	SB 2
Volume Total	25	2254	1127	2	1249	682	0	258	11
Volume Left	25	0	0	2	0	0	0	258	0
Volume Right	0	0	0	0	0	58	0	0	11
cSH	301	1700	1700	79	1700	1700	1700	49	255
Volume to Capacity	0.08	1.33	0.66	0.03	0.73	0.40	0.00	5.29	0.04
Queue Length 95th (ft)	5	0	0	2	0	0	0	Err	3
Control Delay (s)	18.0	0.0	0.0	51.8	0.0	0.0	0.0	Err	19.8
Lane LOS	C			F			A	F	C
Approach Delay (s)	0.1			0.1			0.0	9595.0	
Approach LOS							A	F	

Intersection Summary

Average Delay 459.5  
 Intersection Capacity Utilization 105.8%  
 Analysis Period (min) 15

ICU Level of Service G

Lanes, Volumes, Timings

3: Church Driveway/Buck Run & FM 1431

2022 Background + Site PM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↕	↔	↔	↕	↔	↔	↕	↔	↔	↕	↔
Volume (vph)	22	1759	0	1	2738	182	0	0	1	161	0	10
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Fit				0.991				0.865			0.850	
Fit Protected	0.950			0.950					0.950			
Satd. Flow (prot)	1770	3539	0	1770	3507	0	0	1611	0	1770	1583	0
Fit Permitted	0.950			0.950					0.950			
Satd. Flow (perm)	1770	3539	0	1770	3507	0	0	1611	0	1770	1583	0
Adj. Flow (vph)	24	1912	0	1	2976	198	0	0	1	175	0	11
Lane Group Flow (vph)	24	1912	0	1	3174	0	0	1	0	175	11	0
Sign Control	Free			Free			Stop			Stop		

Intersection Summary

Control Type: Unsignalized

Intersection Capacity Utilization 103.7%

ICU Level of Service G

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis

3: Church Driveway/Buck Run & FM 1431

2022 Background + Site PM Peak

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↕	↔	↔	↕	↔	↔	↕	↔	↔	↕	↔
Volume (veh/h)	22	1759	0	1	2738	182	0	0	1	161	0	10
Sign Control	Free			Free			Stop			Stop		
Grade	0%			0%			0%			0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	24	1912	0	1	2976	198	0	0	1	175	0	11
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	Raised			Raised								
Median storage (veh)	2			2								
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	3174			1912			3461	5136	956	4082	5037	1587
vC1, stage 1 conf vol							1960	1960		3077	3077	
vC2, stage 2 conf vol							1501	3176		1005	1960	
vCu, unblocked vol	3174			1912			3461	5136	956	4082	5037	1587
IC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
IC, 2 stage (s)							6.5	5.5		6.5	5.5	
IF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	75			100			100	100	100	0	100	89
cM capacity (veh/h)	96			306			41	1	258	12	25	97

Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	NB 1	SB 1	SB 2
Volume Total	24	1275	637	1	1984	1190	1	175	11
Volume Left	24	0	0	1	0	0	0	175	0
Volume Right	0	0	0	0	0	198	1	0	11
cSH	96	1700	1700	306	1700	1700	258	12	97
Volume to Capacity	0.25	0.75	0.37	0.00	1.17	0.70	0.00	14.93	0.11
Queue Length 95th (ft)	18	0	0	0	0	0	0	Err	7
Control Delay (s)	54.5	0.0	0.0	16.8	0.0	0.0	19.0	Err	46.8
Lane LOS	F			C			C	F	E
Approach Delay (s)	0.7			0.0			19.0	9417.0	
Approach LOS							C	F	

Intersection Summary

Average Delay 330.6

Intersection Capacity Utilization 103.7%

ICU Level of Service G

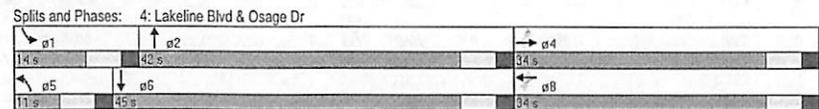
Analysis Period (min) 15

Timings  
4: Lakeline Blvd & Osage Dr

Crystal Falls West  
2022 Background + Site AM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔
Volume (vph)	109	421	377	97	300	129	156	859	44	95	1310	101
Satd. Flow (prot)	0	1844	1583	0	1840	1583	1770	3514	0	1770	3500	0
Flt Permitted		0.408			0.112		0.950			0.950		
Satd. Flow (perm)	0	760	1583	0	209	1583	1770	3514	0	1770	3500	0
Satd. Flow (RTOR)			144			140		7			11	
Lane Group Flow (vph)	0	576	410	0	431	140	170	982	0	103	1534	0
Turn Type	Perm	NA	Perm	Perm	NA	Perm	Prot	NA	Prot	NA	Prot	NA
Protected Phases	4	4	4	8	8	8	5	2		1	6	
Permitted Phases	4	4	4	8	8	8	5	2		1	6	
Detector Phase	4	4	4	8	8	8	5	2		1	6	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	15.0	15.0	15.0	5.0	15.0		5.0	15.0	
Minimum Split (s)	22.0	22.0	22.0	22.0	22.0	22.0	11.0	22.0		11.0	22.0	
Total Split (s)	34.0	34.0	34.0	34.0	34.0	34.0	11.0	42.0		14.0	45.0	
Total Split (%)	37.8%	37.8%	37.8%	37.8%	37.8%	37.8%	12.2%	46.7%		15.6%	50.0%	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)		6.0	6.0		6.0	6.0	6.0	6.0		6.0	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Recall Mode	None	None	None	None	None	None	None	Min		None	Min	
Act Effect Green (s)	28.0	28.0	28.0	28.0	28.0	28.0	5.0	38.8		7.8	39.0	
Actuated g/C Ratio	0.31	0.31	0.31	0.31	0.31	0.31	0.06	0.43		0.09	0.43	
v/c Ratio	2.44	0.69	6.63	0.24	1.73	0.65		0.68		1.01		
Control Delay	680.7	24.4	2574.4	5.3	398.5	23.4		62.7		51.3		
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0		0.0		0.0		
Total Delay	680.7	24.4	2574.4	5.3	398.5	23.4		62.7		51.3		
LOS	F	C	F	A	F	C		E		D		
Approach Delay	407.8		1944.5			78.8				52.0		
Approach LOS	F		F			E				D		

Intersection Summary  
 Cycle Length: 90  
 Actuated Cycle Length: 90  
 Natural Cycle: 150  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 6.63  
 Intersection Signal Delay: 388.5  
 Intersection Capacity Utilization 117.4%  
 Analysis Period (min) 15  
 Intersection LOS: F  
 ICU Level of Service H

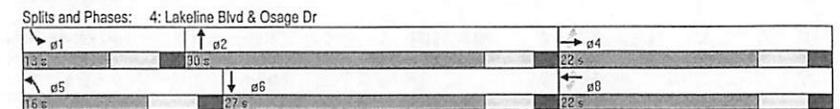


Timings  
4: Lakeline Blvd & Osage Dr

Crystal Falls West  
2022 Background + Site PM Peak

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔
Volume (vph)	145	249	214	71	289	136	254	1146	153	125	704	147
Satd. Flow (prot)	0	1829	1583	0	1844	1583	1770	3476	0	1770	3447	0
Flt Permitted		0.371			0.332		0.950			0.950		
Satd. Flow (perm)	0	691	1583	0	618	1583	1770	3476	0	1770	3447	0
Satd. Flow (RTOR)			233			148		25			40	
Lane Group Flow (vph)	0	429	233	0	391	148	276	1412	0	136	925	0
Turn Type	Perm	NA	Perm	Perm	NA	Perm	Prot	NA	Prot	NA	Prot	NA
Protected Phases	4	4	4	8	8	8	5	2		1	6	
Permitted Phases	4	4	4	8	8	8	5	2		1	6	
Detector Phase	4	4	4	8	8	8	5	2		1	6	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	15.0	15.0	15.0	5.0	15.0		5.0	15.0	
Minimum Split (s)	22.0	22.0	22.0	22.0	22.0	22.0	11.0	22.0		11.0	22.0	
Total Split (s)	22.0	22.0	22.0	22.0	22.0	22.0	16.0	30.0		13.0	27.0	
Total Split (%)	33.8%	33.8%	33.8%	33.8%	33.8%	33.8%	24.6%	46.2%		20.0%	41.5%	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)		6.0	6.0		6.0	6.0	6.0	6.0		6.0	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Recall Mode	None	Min		None	Min							
Act Effect Green (s)	16.0	16.0	16.0	16.0	16.0	16.0	10.0	26.0		7.0	20.3	
Actuated g/C Ratio	0.25	0.25	0.25	0.25	0.25	0.16	0.40	0.11		0.32		
v/c Ratio	2.49	0.41	2.54	0.29	1.00	0.99		0.71		0.83		
Control Delay	709.0	5.8	732.3	5.9	87.6	45.5		50.6		27.4		
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0		0.0		0.0		
Total Delay	709.0	5.8	732.3	5.9	87.6	45.5		50.6		27.4		
LOS	F	A	F	A	F	D		D		C		
Approach Delay	461.5		532.9			52.4				30.4		
Approach LOS	F		F			D				C		

Intersection Summary  
 Cycle Length: 65  
 Actuated Cycle Length: 64.3  
 Natural Cycle: 140  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 2.54  
 Intersection Signal Delay: 180.6  
 Intersection Capacity Utilization 103.7%  
 Analysis Period (min) 15  
 Intersection LOS: F  
 ICU Level of Service G



Lanes, Volumes, Timings  
5: Nameless Rd & Spine Road

2022 Background + Site AM Peak

	↙	↖	↑	↗	↘	↓
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↙	↖	↑	↗	↘	↓
Volume (vph)	741	9	71	360	7	153
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850	0.887			
Flt Protected	0.950					0.998
Satd. Flow (prot)	1770	1583	1652	0	0	1859
Flt Permitted	0.950					0.998
Satd. Flow (perm)	1770	1583	1652	0	0	1859
Adj. Flow (vph)	805	10	77	391	8	166
Lane Group Flow (vph)	805	10	468	0	0	174
Sign Control	Stop		Free			Free

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 73.7%  
Analysis Period (min) 15

ICU Level of Service D

HCM Unsignalized Intersection Capacity Analysis  
5: Nameless Rd & Spine Road

2022 Background + Site AM Peak

	↙	↖	↑	↗	↘	↓
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↙	↖	↑	↗	↘	↓
Volume (veh/h)	741	9	71	360	7	153
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	805	10	77	391	8	166
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None		None	
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	454	273			468	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	454	273			468	
IC, single (s)	6.4	6.2			4.1	
IC, 2 stage (s)						
IF (s)	3.5	3.3			2.2	
p0 queue free %	0	99			99	
cM capacity (veh/h)	560	766			1093	

Direction, Lane #	WB.1	WB.2	NB.1	SB.1
Volume Total	805	10	468	174
Volume Left	805	0	0	8
Volume Right	0	10	391	0
cSH	560	766	1700	1093
Volume to Capacity	1.44	0.01	0.28	0.01
Queue Length 95th (ft)	771	1	0	0
Control Delay (s)	228.2	9.8	0.0	0.4
Lane LOS	F	A		A
Approach Delay (s)	225.6		0.0	0.4
Approach LOS	F			

Intersection Summary

Average Delay 126.2  
Intersection Capacity Utilization 73.7%  
Analysis Period (min) 15

ICU Level of Service D

Lanes, Volumes, Timings  
5: Nameless Rd & Spine Road

2022 Background + Site PM Peak

	↖	↗	↑	↘	↙	↓
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↖	↗	↑			↓
Volume (vph)	316	4	171	578	8	111
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850	0.896			
Flt Protected	0.950					0.997
Satd. Flow (prot)	1770	1583	1669	0	0	1857
Flt Permitted	0.950					0.997
Satd. Flow (perm)	1770	1583	1669	0	0	1857
Adj. Flow (vph)	343	4	186	628	9	121
Lane Group Flow (vph)	343	4	814	0	0	130
Sign Control	Stop		Free			Free

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 68.8%  
Analysis Period (min) 15

ICU Level of Service C

HCM Unsignalized Intersection Capacity Analysis  
5: Nameless Rd & Spine Road

2022 Background + Site PM Peak

	↖	↗	↑	↘	↙	↓
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↖	↗	↑			↓
Volume (veh/h)	316	4	171	578	8	111
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	343	4	186	628	9	121
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	638	500			814	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	638	500			814	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	21	99			99	
cM capacity (veh/h)	436	571			813	

Intersection Summary

Average Delay 10.1  
Intersection Capacity Utilization 68.8%  
Analysis Period (min) 15

ICU Level of Service C

Direction, Lane #	WB 1	WB 2	NB 1	SB 1
Volume Total	343	4	814	129
Volume Left	343	0	0	9
Volume Right	0	4	628	0
cSH	436	571	1700	813
Volume to Capacity	0.79	0.01	0.48	0.01
Queue Length 95th (ft)	139	0	0	1
Control Delay (s)	37.7	11.4	0.0	0.7
Lane LOS	E	B		A
Approach Delay (s)	37.3		0.0	0.7
Approach LOS	E			

Intersection Summary

Average Delay 10.1  
Intersection Capacity Utilization 68.8%  
Analysis Period (min) 15

ICU Level of Service C

Lanes, Volumes, Timings  
6: Nameless Rd & Gated Entry #1

2022 Background + Site AM Peak

	↙	↖	↑	↗	↘	↓
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↖↗		↑			↘↗
Volume (vph)	48	1	473	16	0	1044
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.997		0.996			
Flt Protected	0.953					
Satd. Flow (prot)	1770	0	1855	0	0	1863
Flt Permitted	0.953					
Satd. Flow (perm)	1770	0	1855	0	0	1863
Adj. Flow (vph)	52	1	514	17	0	1135
Lane Group Flow (vph)	53	0	531	0	0	1135
Sign Control	Stop		Free			Free

Intersection Summary

Control Type: Unsignalized

Intersection Capacity Utilization 64.9%

ICU Level of Service C

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis  
6: Nameless Rd & Gated Entry #1

2022 Background + Site AM Peak

	↙	↖	↑	↗	↘	↓
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↖↗		↑			↘↗
Volume (veh/h)	48	1	473	16	0	1044
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	52	1	514	17	0	1135
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None		None	
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1658	523			532	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1658	523			532	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	51	100			100	
cM capacity (veh/h)	108	554			1036	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	53	532	1135
Volume Left	52	0	0
Volume Right	1	17	0
cSH	109	1700	1036
Volume to Capacity	0.49	0.31	0.00
Queue Length 95th (ft)	44	0	0
Control Delay (s)	65.8	0.0	0.0
Lane LOS	F		
Approach Delay (s)	65.8	0.0	0.0
Approach LOS	F		

Intersection Summary

Average Delay 2.0

Intersection Capacity Utilization 64.9%

ICU Level of Service

C

Analysis Period (min) 15

Lanes, Volumes, Timings  
6: Nameless Rd & Gated Entry #1

2022 Background + Site PM Peak

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (vph)	31	0	850	53	1	469
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.992			
Flt Protected	0.950					
Satd. Flow (prot)	1770	0	1848	0	0	1863
Flt Permitted	0.950					
Satd. Flow (perm)	1770	0	1848	0	0	1863
Adj. Flow (vph)	34	0	924	58	1	510
Lane Group Flow (vph)	34	0	982	0	0	511
Sign Control	Stop		Free			Free

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 57.9%  
Analysis Period (min) 15  
ICU Level of Service B

HCM Unsignalized Intersection Capacity Analysis  
6: Nameless Rd & Gated Entry #1

2022 Background + Site PM Peak

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (veh/h)	31	0	850	53	1	469
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	34	0	924	58	1	510
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1465	953			982	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1465	953			982	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	76	100			100	
cM capacity (veh/h)	141	314			703	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	34	982	511
Volume Left	34	0	1
Volume Right	0	58	0
cSH	141	1700	703
Volume to Capacity	0.24	0.58	0.00
Queue Length 95th (ft)	18	0	0
Control Delay (s)	38.4	0.0	0.0
Lane LOS	E		A
Approach Delay (s)	38.4	0.0	0.0
Approach LOS	E		

Intersection Summary

Average Delay 0.9  
Intersection Capacity Utilization 57.9%  
Analysis Period (min) 15  
ICU Level of Service B

Lanes, Volumes, Timings

7: Lonesome Creek Trail/Spine Road & FM 1431

2022 Background + Site AM Peak



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔		↔	↔	↔
Volume (vph)	140	1920	0	0	821	614	0	0	0	935	0	120
Lane Util. Factor	0.95	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt					0.936							0.850
Flt Protected		0.997								0.950		
Satd. Flow (prot)	0	3529	0	0	3313	0	0	1863	0	1770	1863	1583
Flt Permitted		0.997								0.950		
Satd. Flow (perm)	0	3529	0	0	3313	0	0	1863	0	1770	1863	1583
Adj. Flow (vph)	152	2087	0	0	892	667	0	0	0	1016	0	130
Lane Group Flow (vph)	0	2239	0	0	1559	0	0	0	0	1016	0	130
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection Capacity Utilization 161.3%

ICU Level of Service H

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis

7: Lonesome Creek Trail/Spine Road & FM 1431

2022 Background + Site AM Peak



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔		↔	↔	↔
Volume (veh/h)	140	1920	0	0	821	614	0	0	0	935	0	120
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	152	2087	0	0	892	667	0	0	0	1016	0	130
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1560				2087				2968	3951	1043	2574
vC1, stage 1 conf vol												780
vC2, stage 2 conf vol												
vCu, unblocked vol	1560				2087				2968	3951	1043	2574
IC, single (s)	4.1				4.1				7.5	6.5	6.9	7.5
IC, 2 stage (s)												
IF (s)	2.2				2.2				3.5	4.0	3.3	3.5
p0 queue free %	64				100				100	100	0	100
cM capacity (veh/h)	420				262				3	2	226	9

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1	SB 2	SB 3
Volume Total	1196	1043	446	1114	0	1016	0	130
Volume Left	152	0	0	0	0	1016	0	0
Volume Right	0	0	0	667	0	0	0	130
cSH	420	1700	262	1700	1700	9	1700	338
Volume to Capacity	0.36	0.61	0.00	0.66	0.00	110.87	0.00	0.39
Queue Length 95th (ft)	33	0	0	0	0	Err	0	35
Control Delay (s)	17.4	0.0	0.0	0.0	0.0	Err	0.0	22.2
Lane LOS	C				A	F	A	C
Approach Delay (s)	9.3		0.0		0.0	8864.2		
Approach LOS					A	F		

Intersection Summary

Average Delay 2059.5

Intersection Capacity Utilization 161.3%

ICU Level of Service

H

Analysis Period (min) 15

Lanes, Volumes, Timings

7: Lonesome Creek Trail/Spine Road & FM 1431

2022 Background + Site PM Peak

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group		↔↔			↔↔			↔		↔	↑	↔
Lane Configurations		↔↔			↔↔			↔		↔	↑	↔
Volume (vph)	134	948	0	0	1801	574	0	0	0	652	0	32
Lane Util. Factor	0.95	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Fr					0.964							0.850
Flt Protected		0.994								0.950		
Satd. Flow (prot)	0	3518	0	0	3412	0	0	1863	0	1770	1863	1583
Flt Permitted		0.994								0.950		
Satd. Flow (perm)	0	3518	0	0	3412	0	0	1863	0	1770	1863	1583
Adj. Flow (vph)	146	1030	0	0	1958	624	0	0	0	709	0	35
Lane Group Flow (vph)	0	1176	0	0	2582	0	0	0	0	709	0	35
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized  
 Intersection Capacity Utilization 144.3%  
 Analysis Period (min) 15  
 ICU Level of Service H

HCM Unsignalized Intersection Capacity Analysis

7: Lonesome Creek Trail/Spine Road & FM 1431

2022 Background + Site PM Peak

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Movement		↔↔			↔↔			↔		↔	↑	↔
Lane Configurations		↔↔			↔↔			↔		↔	↑	↔
Volume (veh/h)	134	948	0	0	1801	574	0	0	0	652	0	32
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	146	1030	0	0	1958	624	0	0	0	709	0	35
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	2582			1030			2335	3903	515	3076	3591	1291
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	2582			1030			2335	3903	515	3076	3591	1291
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	13			100			100	100	100	0	100	77
cM capacity (veh/h)	166			670			4	0	505	1	1	154

Direction, Lane #

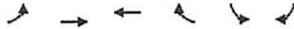
	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1	SB 2	SB 3
Volume Total	661	515	979	1603	0	709	0	35
Volume Left	146	0	0	0	0	709	0	0
Volume Right	0	0	0	624	0	0	0	35
cSH	166	1700	670	1700	1700	1	1700	154
Volume to Capacity	0.87	0.30	0.00	0.94	0.00	542.44	0.00	0.23
Queue Length 95th (ft)	124	0	0	0	0	Err	0	17
Control Delay (s)	94.9	0.0	0.0	0.0	0.0	Err	0.0	35.1
Lane LOS	F				A	F	A	E
Approach Delay (s)	53.3		0.0		0.0	9532.9		
Approach LOS					A	F		

Intersection Summary

Average Delay 1588.5  
 Intersection Capacity Utilization 144.3%  
 Analysis Period (min) 15  
 ICU Level of Service H

Lanes, Volumes, Timings  
8: FM 1431 & Driveway #1

2022 Background + Site AM Peak



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Volume (vph)	0	2855	1418	130	0	17
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt		0.987			0.865	
Flt Protected						
Satd. Flow (prot)	0	3539	3493	0	0	1611
Flt Permitted						
Satd. Flow (perm)	0	3539	3493	0	0	1611
Adj. Flow (vph)	0	3103	1541	141	0	18
Lane Group Flow (vph)	0	3103	1682	0	0	18
Sign Control		Free	Free		Stop	

Intersection Summary

Control Type: Unsignalized

Intersection Capacity Utilization 82.3%

ICU Level of Service E

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis  
8: FM 1431 & Driveway #1

2022 Background + Site AM Peak



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Volume (veh/h)	0	2855	1418	130	0	17
Sign Control		Free	Free		Stop	
Grade		0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	3103	1541	141	0	18
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1683				3164	841
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1683				3164	841
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	100				100	94
cM capacity (veh/h)	376				8	308

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1
Volume Total	1552	1552	1028	655	18
Volume Left	0	0	0	0	0
Volume Right	0	0	0	141	18
cSH	1700	1700	1700	1700	308
Volume to Capacity	0.91	0.91	0.60	0.39	0.06
Queue Length 95th (ft)	0	0	0	0	4
Control Delay (s)	0.0	0.0	0.0	0.0	17.4
Lane LOS					C
Approach Delay (s)	0.0		0.0		17.4
Approach LOS					C

Intersection Summary

Average Delay

0.1

Intersection Capacity Utilization

82.3%

ICU Level of Service

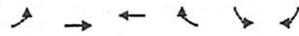
E

Analysis Period (min)

15

Lanes, Volumes, Timings  
8: FM 1431 & Driveway #1

2022 Background + Site PM Peak



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Volume (vph)	0	1600	2206	262	0	170
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Friction			0.984			0.665
Flt Protected						
Satd. Flow (prot)	0	3539	3483	0	0	1611
Flt Permitted						
Satd. Flow (perm)	0	3539	3483	0	0	1611
Adj. Flow (vph)	0	1739	2398	285	0	185
Lane Group Flow (vph)	0	1739	2683	0	0	185
Sign Control		Free	Free		Stop	

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 86.5%  
Analysis Period (min) 15  
ICU Level of Service E

HCM Unsignalized Intersection Capacity Analysis  
8: FM 1431 & Driveway #1

2022 Background + Site PM Peak



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Volume (veh/h)	0	1600	2206	262	0	170
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	1739	2398	285	0	185
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	2683				3410	1341
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	2683				3410	1341
IC, single (s)	4.1				6.8	6.9
IC, 2 stage (s)						
IF (s)	2.2				3.5	3.3
p0 queue free %	100				100	0
cM capacity (veh/h)	152				5	142

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1
Volume Total	870	870	1599	1084	185
Volume Left	0	0	0	0	0
Volume Right	0	0	0	285	185
cSH	1700	1700	1700	1700	142
Volume to Capacity	0.51	0.51	0.94	0.64	1.30
Queue Length 95th (ft)	0	0	0	0	228
Control Delay (s)	0.0	0.0	0.0	0.0	236.1
Lane LOS					F
Approach Delay (s)	0.0		0.0		236.1
Approach LOS					F

Intersection Summary

Average Delay 9.5  
Intersection Capacity Utilization 86.5%  
Analysis Period (min) 15  
ICU Level of Service E

Lanes, Volumes, Timings  
9: FM 1431 & Gated Entry #2

2022 Background + Site AM Peak



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		↑↑	
Volume (vph)	1	2854	1544	17	50	4
Lane Util. Factor	0.95	0.95	0.95	0.95	1.00	1.00
Frt			0.998		0.991	
Flt Protected					0.956	
Satd. Flow (prot)	0	3539	3532	0	1765	0
Flt Permitted					0.956	
Satd. Flow (perm)	0	3539	3532	0	1765	0
Adj. Flow (vph)	1	3102	1678	18	54	4
Lane Group Flow (vph)	0	3103	1696	0	58	0
Sign Control		Free	Free		Stop	

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 89.6%  
Analysis Period (min) 15

ICU Level of Service E

HCM Unsignalized Intersection Capacity Analysis  
9: FM 1431 & Gated Entry #2

2022 Background + Site AM Peak



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		↑↑	
Volume (veh/h)	1	2854	1544	17	50	4
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1	3102	1678	18	54	4
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1697				3241	848
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1697				3241	848
IC, single (s)	4.1				6.8	6.9
IC, 2 stage (s)						
IF (s)	2.2				3.5	3.3
p0 queue free %	100				0	99
cM capacity (veh/h)	372				7	305

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1
Volume Total	1035	2068	1119	578	59
Volume Left	1	0	0	0	54
Volume Right	0	0	0	18	4
cSH	372	1700	1700	1700	8
Volume to Capacity	0.00	1.22	0.66	0.34	7.62
Queue Length 95th (ft)	0	0	0	0	Err
Control Delay (s)	0.1	0.0	0.0	0.0	Err
Lane LOS	A				F
Approach Delay (s)	0.0		0.0		Err
Approach LOS					F

Intersection Summary

Average Delay 120.8  
Intersection Capacity Utilization 89.6%  
Analysis Period (min) 15

ICU Level of Service E

Lanes, Volumes, Timings  
9: FM 1431 & Gated Entry #2

2022 Background + Site PM Peak

Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		↑	
Volume (vph)	3	1597	2466	55	33	2
Lane Util. Factor	0.95	0.95	0.95	0.95	1.00	1.00
Frt			0.997		0.993	
Flt Protected					0.955	
Satd. Flow (prot)	0	3539	3529	0	1766	0
Flt Permitted					0.955	
Satd. Flow (perm)	0	3539	3529	0	1766	0
Adj. Flow (vph)	3	1736	2680	60	36	2
Lane Group Flow (vph)	0	1739	2740	0	38	0
Sign Control		Free	Free		Stop	

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 79.9%  
Analysis Period (min) 15

ICU Level of Service D

HCM Unsignalized Intersection Capacity Analysis  
9: FM 1431 & Gated Entry #2

2022 Background + Site PM Peak

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		↑	
Volume (veh/h)	3	1597	2466	55	33	2
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	3	1736	2680	60	36	2
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	2740				3585	1370
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	2740				3585	1370
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	98				0	98
cM capacity (veh/h)	144				4	136

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1
Volume Total	582	1157	1787	953	38
Volume Left	3	0	0	0	36
Volume Right	0	0	0	60	2
cSH	144	1700	1700	1700	4
Volume to Capacity	0.02	0.68	1.05	0.56	9.03
Queue Length 95th (ft)	1	0	0	0	Err
Control Delay (s)	1.2	0.0	0.0	0.0	Err
Lane LOS	A				F
Approach Delay (s)	0.4		0.0		Err
Approach LOS					F

Intersection Summary

Average Delay 84.4  
Intersection Capacity Utilization 79.9%  
Analysis Period (min) 15

ICU Level of Service D

Lanes, Volumes, Timings  
10: FM 1431 & Vista Rock Drive  
2022 Background + Site AM Peak

Lane Group	EBL	EB1	WBT	WBR	SBL	SBR
Lane Configurations	EBL	EB1	WBT	WBR	SBL	SBR
Volume (veh/h)	1	2903	1560	5	18	1
Lane Util. Factor	0.95	0.95	0.95	0.95	1.00	1.00
Fit	Fit	0.994	0.955	0.955	0.955	0.955
Fit Protected	0	3539	3539	0	1768	0
Fit Permitted	0	3539	3539	0	1768	0
Satd. Flow (prot)	0	3539	3539	0	1768	0
Satd. Flow (perm)	0	3539	3539	0	1768	0
Adj. Flow (vph)	1	3155	1696	5	20	1
Lane Group Flow (vph)	0	3156	1701	0	21	0
Sign Control	Free	Free	Free	Free	Stop	Stop

Intersection Summary  
Control Type: Unsignalized  
Intersection Capacity Utilization 90.9%  
Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis  
10: FM 1431 & Vista Rock Drive  
2022 Background + Site AM Peak

Movement	EBL	EB1	WBT	WBR	SBL	SBR
Lane Configurations	EBL	EB1	WBT	WBR	SBL	SBR
Volume (veh/h)	1	2903	1560	5	18	1
Sign Control	Free	Free	Free	Free	Stop	Stop
Grade	0%	0%	0%	0%	0%	0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1	3155	1696	5	20	1
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None	None	None	None	None	None
Upstream storage (veh)						
pK, platform unblocked	1701				3278	851
vC, conflicting volume	1701				3278	851
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1701				3278	851
IC, single (s)	4.1				6.8	6.9
IC, 2 stage (s)						
IF (s)	2.2				3.5	3.3
pI queue free %	100				0	100
cM capacity (veh/h)	370				7	304

Intersection Summary  
Average Delay 7.9  
Intersection Capacity Utilization 90.9%  
ICU Level of Service E  
Analysis Period (min) 15

Lanes, Volumes, Timings  
10: FM 1431 & Vista Rock Drive

2022 Background + Site PM Peak

Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↓		↑	
Volume (vph)	1	1629	2520	15	9	1
Lane Util. Factor	0.95	0.95	0.95	0.95	1.00	1.00
Frt			0.999		0.988	
Flt Protected					0.957	
Satd. Flow (prot)	0	3539	3536	0	1761	0
Flt Permitted					0.957	
Satd. Flow (perm)	0	3539	3536	0	1761	0
Adj. Flow (vph)	1	1771	2739	16	10	1
Lane Group Flow (vph)	0	1772	2755	0	11	0
Sign Control		Free	Free		Stop	

Intersection Summary	
Control Type: Unsignalized	
Intersection Capacity Utilization 80.1%	ICU Level of Service D
Analysis Period (min) 15	

HCM Unsignalized Intersection Capacity Analysis  
10: FM 1431 & Vista Rock Drive

2022 Background + Site PM Peak

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↓		↑	
Volume (veh/h)	1	1629	2520	15	9	1
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1	1771	2739	16	10	1
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	2755				3635	1378
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	2755				3635	1378
IC, single (s)	4.1				6.8	6.9
IC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	99				0	99
cM capacity (veh/h)	142				4	135

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1
Volume Total	591	1180	1826	929	11
Volume Left	1	0	0	0	10
Volume Right	0	0	0	16	1
cSH	142	1700	1700	1700	4
Volume to Capacity	0.01	0.69	1.07	0.55	2.64
Queue Length 95th (ft)	0	0	0	0	50
Control Delay (s)	0.4	0.0	0.0	0.0	2330.6
Lane LOS	A				F
Approach Delay (s)	0.1		0.0		2330.6
Approach LOS					F

Intersection Summary	
Average Delay	5.6
Intersection Capacity Utilization	80.1%
ICU Level of Service	D
Analysis Period (min)	15

Lanes, Volumes, Timings  
11: Road #1 & Spine Road

2022 Background + Site AM Peak

	↖	→	↘	↙	←	↖	↗	↘	↙	↘	↙	↘
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕↕			↕↕			↕			↕		
Volume (vph)	183	169	15	0	505	0	44	0	0	0	0	245
Lane Util. Factor	0.95	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.994						0.950			0.865		
Flt Protected	0.976						0.950			0.865		
Satd. Flow (prot)	0	3434	0	0	3539	0	0	1770	0	0	1611	0
Flt Permitted	0.976						0.950			0.865		
Satd. Flow (perm)	0	3434	0	0	3539	0	0	1770	0	0	1611	0
Adj. Flow (vph)	199	184	16	0	549	0	48	0	0	0	0	266
Lane Group Flow (vph)	0	399	0	0	549	0	0	48	0	0	266	0
Sign Control	Free			Free			Stop			Stop		

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 56.3%  
Analysis Period (min) 15

ICU Level of Service B

HCM Unsignalized Intersection Capacity Analysis  
11: Road #1 & Spine Road

2022 Background + Site AM Peak

	↖	→	↘	↙	←	↖	↗	↘	↙	↘	↙	↘
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕↕			↕↕			↕			↕		
Volume (veh/h)	183	169	15	0	505	0	44	0	0	0	0	245
Sign Control	Free			Free			Stop			Stop		
Grade	0%			0%			0%			0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	199	184	16	0	549	0	48	0	0	0	0	266
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None						None					
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	549			200			1130	1139	100	1039	1147	274
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	549			200			1130	1139	100	1039	1147	274
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	80			100			44	100	100	100	100	63
cM capacity (veh/h)	1017			1370			85	161	936	157	159	723

Intersection Summary

Average Delay 7.8  
Intersection Capacity Utilization 56.3%  
Analysis Period (min) 15

ICU Level of Service B

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1
Volume Total	291	108	274	274	48	266
Volume Left	199	0	0	0	48	0
Volume Right	0	16	0	0	0	266
cSH	1017	1700	1370	1700	85	723
Volume to Capacity	0.20	0.06	0.00	0.16	0.56	0.37
Queue Length 95th (ft)	14	0	0	0	50	34
Control Delay (s)	7.0	0.0	0.0	0.0	91.8	12.9
Lane LOS	A				F	B
Approach Delay (s)	5.1		0.0		91.8	12.9
Approach LOS					F	B

Intersection Summary

Average Delay 7.8  
Intersection Capacity Utilization 56.3%  
Analysis Period (min) 15

ICU Level of Service B

Lanes, Volumes, Timings  
11: Road #1 & Spine Road

2022 Background + Site PM Peak

	↖	→	↘	↙	←	↖	↗	↘	↙	↖	↗	↘	↙
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations		↔↔			↔↔			↕			↕		
Volume (vph)	112	436	38	2	255	6	22	0	1	4	0	65	
Lane Util. Factor	0.95	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00	
Frt		0.990			0.996			0.995			0.872		
Flt Protected		0.991						0.954			0.997		
Satd. Flow (prot)	0	3472	0	0	3525	0	0	1768	0	0	1619	0	
Flt Permitted		0.991						0.954			0.997		
Satd. Flow (perm)	0	3472	0	0	3525	0	0	1768	0	0	1619	0	
Adj. Flow (vph)	122	474	41	2	277	7	24	0	1	4	0	71	
Lane Group Flow (vph)	0	637	0	0	286	0	0	25	0	0	75	0	
Sign Control		Free			Free			Stop			Stop		

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 41.8%  
Analysis Period (min) 15  
ICU Level of Service A

HCM Unsignalized Intersection Capacity Analysis  
11: Road #1 & Spine Road

2022 Background + Site PM Peak

	↖	→	↘	↙	←	↖	↗	↘	↙	↖	↗	↘	↙
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations		↔↔			↔↔			↕			↕		
Volume (veh/h)	112	436	38	2	255	6	22	0	1	4	0	65	
Sign Control		Free			Free			Stop			Stop		
Grade		0%			0%			0%			0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	
Hourly flow rate (vph)	122	474	41	2	277	7	24	0	1	4	0	71	
Pedestrians													
Lane Width (ft)													
Walking Speed (ft/s)													
Percent Blockage													
Right turn flare (veh)													
Median type		None			None								
Median storage (veh)													
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	284			515			952	1026	258	766	1043	142	
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol	284			515			952	1026	258	766	1043	142	
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9	
tC, 2 stage (s)													
IF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3	
p0 queue free %	90			100			87	100	100	98	100	92	
cM capacity (veh/h)	1276			1047			182	211	741	270	206	880	

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1
Volume Total	359	278	141	145	25	75
Volume Left	122	0	2	0	24	4
Volume Right	0	41	0	7	1	71
cSH	1276	1700	1047	1700	188	778
Volume to Capacity	0.10	0.16	0.00	0.09	0.13	0.10
Queue Length 95th (ft)	6	0	0	0	9	6
Control Delay (s)	3.4	0.0	0.1	0.0	27.0	10.1
Lane LOS	A		A		D	B
Approach Delay (s)	1.9		0.1		27.0	10.1
Approach LOS					D	B

Intersection Summary

Average Delay 2.6  
Intersection Capacity Utilization 41.8%  
Analysis Period (min) 15  
ICU Level of Service A

Lanes, Volumes, Timings  
12: Road #2 & Spine Road

2022 Background + Site AM Peak

	←	→	↙	↘	←	↙	↘	←	↙	↘	←	↙	↘
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations		↔			↔			↔			↔		
Volume (vph)	29	81	18	0	243	0	54	0	0	0	0	85	
Lane Util. Factor	0.95	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00	
Frt		0.979									0.865		
Flt Protected		0.989						0.950					
Satd. Flow (prot)	0	3427	0	0	3539	0	0	1770	0	0	1611	0	
Flt Permitted		0.989						0.950					
Satd. Flow (perm)	0	3427	0	0	3539	0	0	1770	0	0	1611	0	
Adj. Flow (vph)	32	88	20	0	264	0	59	0	0	0	92	92	
Lane Group Flow (vph)	0	140	0	0	264	0	0	59	0	0	92	0	
Sign Control		Free			Free			Stop			Stop		

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 30.0%  
Analysis Period (min) 15  
ICU Level of Service A

HCM Unsignalized Intersection Capacity Analysis  
12: Road #2 & Spine Road

2022 Background + Site AM Peak

	←	→	↙	↘	←	↙	↘	←	↙	↘	←	↙	↘
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations		↔			↔			↔			↔		
Volume (veh/h)	29	81	18	0	243	0	54	0	0	0	0	85	
Sign Control		Free			Free			Stop			Stop		
Grade		0%			0%			0%			0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	
Hourly flow rate (vph)	32	88	20	0	264	0	59	0	0	0	92	92	
Pedestrians													
Lane Width (ft)													
Walking Speed (ft/s)													
Percent Blockage													
Right turn flare (veh)													
Median type		None			None								
Median storage (veh)													
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	264			108			385	425	54	371	435	132	
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol	264			108			385	425	54	371	435	132	
IC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9	
IC, 2 stage (s)													
IF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3	
p0 queue free %	98			100			88	100	100	100	100	90	
cM capacity (veh/h)	1297			1481			482	507	1002	550	501	893	

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1
Volume Total	76	64	132	132	59	92
Volume Left	32	0	0	0	59	0
Volume Right	0	20	0	0	0	92
cSH	1297	1700	1481	1700	482	893
Volume to Capacity	0.02	0.04	0.00	0.08	0.12	0.10
Queue Length 95th (ft)	1	0	0	0	8	7
Control Delay (s)	3.4	0.0	0.0	0.0	13.5	9.5
Lane LOS	A				B	A
Approach Delay (s)	1.8		0.0		13.5	9.5
Approach LOS					B	A

Intersection Summary

Average Delay 3.5  
Intersection Capacity Utilization 30.0%  
Analysis Period (min) 15  
ICU Level of Service A

Lanes, Volumes, Timings  
12: Road #2 & Spine Road

2022 Background + Site PM Peak

	↖	→	↗	↖	←	↙	↖	↗	↖	↗	↖	↗
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔			↔				↕			↔	
Volume (vph)	74	218	47	2	136	4	27	0	2	3	0	43
Lane Util. Factor	0.95	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.979			0.996				0.991			0.873	
Flt Protected	0.989			0.999				0.955			0.997	
Satd. Flow (prot)	0	3427	0	0	3522	0	0	1763	0	0	1621	0
Flt Permitted	0.989			0.999				0.955			0.997	
Satd. Flow (perm)	0	3427	0	0	3522	0	0	1763	0	0	1621	0
Adj. Flow (vph)	80	237	51	2	148	4	29	0	2	3	0	47
Lane Group Flow (vph)	0	368	0	0	154	0	0	31	0	0	50	0
Sign Control	Free			Free				Stop			Stop	

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 31.9%  
Analysis Period (min) 15

ICU Level of Service A

HCM Unsignalized Intersection Capacity Analysis  
12: Road #2 & Spine Road

2022 Background + Site PM Peak

	↖	→	↗	↖	←	↙	↖	↗	↖	↗	↖	↗
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔			↔				↕			↔	
Volume (veh/h)	74	218	47	2	136	4	27	0	2	3	0	43
Sign Control	Free			Free				Stop			Stop	
Grade	0%			0%				0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	80	237	51	2	148	4	29	0	2	3	0	47
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None			None								
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	152			288			548	580	144	436	603	76
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	152			288			548	580	144	436	603	76
IC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
IC, 2 stage (s)												
IF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	94			100			92	100	100	99	100	95
cM capacity (veh/h)	1426			1271			381	400	877	481	387	970

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1
Volume Total	199	170	76	78	32	50
Volume Left	80	0	2	0	29	3
Volume Right	0	51	0	4	2	47
cSH	1426	1700	1271	1700	397	909
Volume to Capacity	0.06	0.10	0.00	0.05	0.08	0.05
Queue Length 95th (ft)	4	0	0	0	5	3
Control Delay (s)	3.4	0.0	0.2	0.0	14.9	9.2
Lane LOS	A		A		B	A
Approach Delay (s)	1.8		0.1		14.9	9.2
Approach LOS					B	A

Intersection Summary

Average Delay 2.7  
Intersection Capacity Utilization 31.9%  
Analysis Period (min) 15

ICU Level of Service A

Lanes, Volumes, Timings  
13: Road #3 & Spine Road

2022 Background + Site AM Peak

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group												
Lane Configurations		↕↕			↕↕			↕↕			↕↕	
Volume (vph)	9	66	2	6	22	28	6	0	2	82	0	28
Lane Util. Factor	0.95	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Fit		0.996			0.926			0.970			0.966	
Fit Protected		0.994			0.994			0.963			0.964	
Satd. Flow (prot)	0	3504	0	0	3258	0	0	1740	0	0	1735	0
Fit Permitted		0.994			0.994			0.963			0.964	
Satd. Flow (perm)	0	3504	0	0	3258	0	0	1740	0	0	1735	0
Adj. Flow (vph)	10	72	2	7	24	30	7	0	2	89	0	30
Lane Group Flow (vph)	0	84	0	0	61	0	0	9	0	0	119	0
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 20.8%  
Analysis Period (min) 15

ICU Level of Service A

HCM Unsignalized Intersection Capacity Analysis  
13: Road #3 & Spine Road

2022 Background + Site AM Peak

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Movement												
Lane Configurations		↕↕			↕↕			↕↕			↕↕	
Volume (veh/h)	9	66	2	6	22	28	6	0	2	82	0	28
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	10	72	2	7	24	30	7	0	2	89	0	30
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	54			74			148	160	37	110	146	27
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	54			74			148	160	37	110	146	27
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	99			100			99	100	100	89	100	97
cM capacity (veh/h)	1549			1524			776	724	1027	848	737	1042

Intersection Summary

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1
Volume Total	46	38	18	42	9	120
Volume Left	10	0	7	0	7	89
Volume Right	0	2	0	30	2	30
cSH	1549	1700	1524	1700	827	890
Volume to Capacity	0.01	0.02	0.00	0.02	0.01	0.13
Queue Length 95th (ft)	0	0	0	0	1	9
Control Delay (s)	1.6	0.0	2.6	0.0	9.4	9.7
Lane LOS	A		A		A	A
Approach Delay (s)	0.9		0.8		9.4	9.7
Approach LOS					A	A

Intersection Summary

Average Delay 5.0  
Intersection Capacity Utilization 20.8% ICU Level of Service A  
Analysis Period (min) 15

Lanes, Volumes, Timings  
13: Road #3 & Spine Road

2022 Background + Site PM Peak

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔↔			↔↔			↔			↔		
Volume (vph)	24	57	5	16	88	75	3	0	5	44	0	14
Lane Util. Factor	0.95	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Flt Protected	0.992			0.937			0.916			0.968		
Flt Permitted	0.986			0.996			0.982			0.963		
Satd. Flow (prot)	0	3462	0	0	3303	0	0	1676	0	0	1736	0
Satd. Flow (perm)	0	3462	0	0	3303	0	0	1676	0	0	1736	0
Adj. Flow (vph)	26	62	5	17	96	82	3	0	5	48	0	15
Lane Group Flow (vph)	0	93	0	0	195	0	0	8	0	0	63	0
Sign Control	Free			Free			Stop			Stop		

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 24.8%  
Analysis Period (min) 15  
ICU Level of Service A

HCM Unsignalized Intersection Capacity Analysis  
13: Road #3 & Spine Road

2022 Background + Site PM Peak

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Movement	↔↔			↔↔			↔			↔		
Lane Configurations	↔↔			↔↔			↔			↔		
Volume (veh/h)	24	57	5	16	88	75	3	0	5	44	0	14
Sign Control	Free			Free			Stop			Stop		
Grade	0%			0%			0%			0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	26	62	5	17	96	82	3	0	5	48	0	15
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None			None								
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	177			67			215	329	34	260	291	89
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	177			67			215	329	34	260	291	89
IC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
IC, 2 stage (s)												
IF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	98			99			100	100	99	93	100	98
cM capacity (veh/h)	1396			1532			695	571	1032	653	600	952

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1
Volume Total	57	36	65	129	9	63
Volume Left	26	0	17	0	3	48
Volume Right	0	5	0	82	5	15
cSH	1396	1700	1532	1700	873	707
Volume to Capacity	0.02	0.02	0.01	0.08	0.01	0.09
Queue Length 95th (ft)	1	0	1	0	1	6
Control Delay (s)	3.6	0.0	2.0	0.0	9.2	10.6
Lane LOS	A		A		A	B
Approach Delay (s)	2.2	0.7		9.2		10.6
Approach LOS		A		A		B

Intersection Summary

Average Delay 3.0  
Intersection Capacity Utilization 24.8%  
Analysis Period (min) 15  
ICU Level of Service A

Lanes, Volumes, Timings

14: Spine Road & Road #4 E/W Connector

2022 Background + Site AM Peak

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (vph)	74	6	86	25	16	273
Lane Util. Factor	1.00	1.00	0.95	0.95	0.95	0.95
Frt	0.989		0.966			
Flt Protected	0.956					0.997
Satd. Flow (prot)	1761	0	3419	0	0	3529
Flt Permitted	0.956					0.997
Satd. Flow (perm)	1761	0	3419	0	0	3529
Adj. Flow (vph)	80	7	93	27	17	297
Lane Group Flow (vph)	87	0	120	0	0	314
Sign Control	Stop		Free			Free

Intersection Summary

Control Type: Unsignalized

Intersection Capacity Utilization 22.5%

ICU Level of Service A

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis

14: Spine Road & Road #4 E/W Connector

2022 Background + Site AM Peak

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Volume (veh/h)	74	6	86	25	16	273
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	80	7	93	27	17	297
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None		None	
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	290	60			121	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	290	60			121	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	88	99			99	
cM capacity (veh/h)	669	992			1465	

Direction, Lane #	WBL	NB 1	NB 2	SB 1	SB 2
Volume Total	87	62	58	116	198
Volume Left	80	0	0	17	0
Volume Right	7	0	27	0	0
cSH	686	1700	1700	1465	1700
Volume to Capacity	0.13	0.04	0.03	0.01	0.12
Queue Length 95th (ft)	9	0	0	1	0
Control Delay (s)	11.0	0.0	0.0	1.2	0.0
Lane LOS	B			A	
Approach Delay (s)	11.0	0.0		0.4	
Approach LOS	B				

Intersection Summary

Average Delay 2.1

Intersection Capacity Utilization 22.5%

ICU Level of Service

A

Analysis Period (min) 15

Lanes, Volumes, Timings

14: Spine Road & Road #4 E/W Connector

2022 Background + Site PM Peak

	↖	↗	↑	↘	↙	↓
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↖		↑↑			↘↘
Volume (vph)	37	14	261	64	8	166
Lane Util. Factor	1.00	1.00	0.95	0.95	0.95	0.95
Frt	0.963		0.970			
Flt Protected	0.965					0.998
Satd. Flow (prot)	1731	0	3433	0	0	3532
Flt Permitted	0.965					0.998
Satd. Flow (perm)	1731	0	3433	0	0	3532
Adj. Flow (vph)	40	15	284	70	9	180
Lane Group Flow (vph)	55	0	354	0	0	189
Sign Control	Stop		Free			Free

Intersection Summary

Control Type: Unsignalized

Intersection Capacity Utilization 20.5%

ICU Level of Service A

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis

14: Spine Road & Road #4 E/W Connector

2022 Background + Site PM Peak

	↖	↗	↑	↘	↙	↓
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↖		↑↑			↘↘
Volume (veh/h)	37	14	261	64	8	166
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	40	15	284	70	9	180
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	426	177			353	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	426	177			353	
IC, single (s)	6.8	6.9			4.1	
IC, 2 stage (s)						
IF (s)	3.5	3.3			2.2	
p0 queue free %	93	98			99	
cM capacity (veh/h)	553	836			1202	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1	SB 2
Volume Total	55	189	164	69	120
Volume Left	40	0	0	9	0
Volume Right	15	0	70	0	0
cSH	609	1700	1700	1202	1700
Volume to Capacity	0.09	0.11	0.10	0.01	0.07
Queue Length 95th (ft)	6	0	0	0	0
Control Delay (s)	11.5	0.0	0.0	1.1	0.0
Lane LOS	B			A	
Approach Delay (s)	11.5	0.0		0.4	
Approach LOS	B				

Intersection Summary

Average Delay

1.2

Intersection Capacity Utilization

20.5%

ICU Level of Service

A

Analysis Period (min)

15

Lanes, Volumes, Timings  
15: Spine Road & Road #5

2022 Background + Site AM Peak

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group												
Lane Configurations		↕			↕			↕			↕	
Volume (vph)	0	0	115	39	0	0	140	128	13	0	399	0
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Frt		0.865						0.993				
Flt Protected					0.950			0.976				
Satd. Flow (prot)	0	1611	0	0	1770	0	0	3430	0	0	3539	0
Flt Permitted					0.950			0.976				
Satd. Flow (perm)	0	1611	0	0	1770	0	0	3430	0	0	3539	0
Adj. Flow (vph)	0	0	125	42	0	0	152	139	14	0	434	0
Lane Group Flow (vph)	0	125	0	0	42	0	0	305	0	0	434	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 37.9%  
Analysis Period (min) 15  
ICU Level of Service A

HCM Unsignalized Intersection Capacity Analysis  
15: Spine Road & Road #5

2022 Background + Site AM Peak

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Movement												
Lane Configurations		↕			↕			↕			↕	
Volume (veh/h)	0	0	115	39	0	0	140	128	13	0	399	0
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	0	125	42	0	0	152	139	14	0	434	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	808	891	217	792	884	77	434				153	
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	808	891	217	792	884	77	434				153	
IC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1				4.1	
IC, 2 stage (s)												
IF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2				2.2	
p0 queue free %	100	100	84	80	100	100	86				100	
cM capacity (veh/h)	244	242	788	211	244	969	1122				1425	
Direction, Lane #	EB 1	WB 1	NB 1	NB 2	SB 1	SB 2						
Volume Total	125	42	222	84	217	217						
Volume Left	0	42	152	0	0	0						
Volume Right	125	0	0	14	0	0						
cSH	788	211	1122	1700	1425	1700						
Volume to Capacity	0.16	0.20	0.14	0.05	0.00	0.13						
Queue Length 95th (ft)	11	15	9	0	0	0						
Control Delay (s)	10.4	26.3	6.4	0.0	0.0	0.0						
Lane LOS	B	D	A									
Approach Delay (s)	10.4	26.3	4.6		0.0							
Approach LOS	B	D										

Intersection Summary

Average Delay 4.2  
Intersection Capacity Utilization 37.9%  
Analysis Period (min) 15  
ICU Level of Service A

Lanes, Volumes, Timings  
15: Spine Road & Road #5

2022 Background + Site PM Peak

	↔	→	↘	↙	←	↖	↗	↘	↙	↕	↖	↗
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Volume (vph)	0	0	0	21	0	0	0	372	36	0	231	0
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Frt								0.987				
Flt Protected					0.950							
Satd. Flow (prot)	0	1863	0	0	1770	0	0	3493	0	0	3539	0
Flt Permitted					0.950							
Satd. Flow (perm)	0	1863	0	0	1770	0	0	3493	0	0	3539	0
Adj. Flow (vph)	0	0	0	23	0	0	0	404	39	0	251	0
Lane Group Flow (vph)	0	0	0	0	23	0	0	443	0	0	251	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Control Type: Unsignalized

Intersection Capacity Utilization 21.4%

ICU Level of Service A

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis  
15: Spine Road & Road #5

2022 Background + Site PM Peak

	↔	→	↘	↙	←	↖	↗	↘	↙	↕	↖	↗
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Volume (veh/h)	0	0	0	21	0	0	0	372	36	0	231	0
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	0	0	23	0	0	0	404	39	0	251	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	453	695	126	549	675	222	251				443	
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	453	695	126	549	675	222	251				443	
IC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1				4.1	
IC, 2 stage (s)												
IF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2				2.2	
p0 queue free %	100	100	100	95	100	100	100				100	
cM capacity (veh/h)	490	364	901	418	374	782	1311				1113	

Direction, Lane #	EB 1	WB 1	NB 1	NB 2	SB 1	SB 2
Volume Total	0	23	202	241	126	126
Volume Left	0	23	0	0	0	0
Volume Right	0	0	0	39	0	0
cSH	1700	418	1311	1700	1113	1700
Volume to Capacity	0.00	0.05	0.00	0.14	0.00	0.07
Queue Length 95th (ft)	0	3	0	0	0	0
Control Delay (s)	0.0	14.1	0.0	0.0	0.0	0.0
Lane LOS	A	B				
Approach Delay (s)	0.0	14.1	0.0		0.0	
Approach LOS	A	B				

Intersection Summary

Average Delay

0.4

Intersection Capacity Utilization

21.4%

ICU Level of Service

A

Analysis Period (min)

15

Lanes, Volumes, Timings  
16: Spine Road & Road #6

2022 Background + Site AM Peak

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group		↔			↔			↔			↔	
Lane Configurations		↔			↔			↔			↔	
Volume (vph)	0	0	288	21	0	0	353	281	7	0	553	0
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Frt		0.865						0.998				
Flt Protected					0.950			0.973				
Satd. Flow (prot)	0	1611	0	0	1770	0	0	3437	0	0	3539	0
Flt Permitted					0.950			0.973				
Satd. Flow (perm)	0	1611	0	0	1770	0	0	3437	0	0	3539	0
Adj. Flow (vph)	0	0	313	23	0	0	384	305	8	0	601	0
Lane Group Flow (vph)	0	313	0	0	23	0	0	697	0	0	601	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 62.7%  
Analysis Period (min) 15

ICU Level of Service B

HCM Unsignalized Intersection Capacity Analysis  
16: Spine Road & Road #6

2022 Background + Site AM Peak

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Movement		↔			↔			↔			↔	
Lane Configurations		↔			↔			↔			↔	
Volume (veh/h)	0	0	288	21	0	0	353	281	7	0	553	0
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	0	313	23	0	0	384	305	8	0	601	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1521	1682	301	1690	1678	157	601				313	
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1521	1682	301	1690	1678	157	601				313	
IC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1				4.1	
IC, 2 stage (s)												
IF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2				2.2	
p0 queue free %	100	100	55	1	100	100	61				100	
cM capacity (veh/h)	56	57	696	23	57	861	972				1244	

Intersection Summary

Average Delay 11.7  
Intersection Capacity Utilization 62.7% ICU Level of Service B  
Analysis Period (min) 15

Lanes, Volumes, Timings  
16: Spine Road & Road #6

2022 Background + Site PM Peak

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group		↔			↔			↔			↔	
Lane Configurations		↔			↔			↔			↔	
Volume (vph)	0	0	79	10	0	0	86	408	18	0	252	0
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Frt		0.865						0.995				
Flt Protected					0.950			0.992				
Satd. Flow (prot)	0	1611	0	0	1770	0	0	3493	0	0	3539	0
Flt Permitted					0.950			0.992				
Satd. Flow (perm)	0	1611	0	0	1770	0	0	3493	0	0	3539	0
Adj. Flow (vph)	0	0	86	11	0	0	93	443	20	0	274	0
Lane Group Flow (vph)	0	86	0	0	11	0	0	556	0	0	274	0
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Control Type: Unsignalized

Intersection Capacity Utilization 38.5%

ICU Level of Service A

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis  
16: Spine Road & Road #6

2022 Background + Site PM Peak

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Movement		↔			↔			↔			↔	
Lane Configurations		↔			↔			↔			↔	
Volume (veh/h)	0	0	79	10	0	0	86	408	18	0	252	0
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	0	86	11	0	0	93	443	20	0	274	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	683	924	137	863	914	232	274				463	
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	683	924	137	863	914	232	274				463	
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1				4.1	
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2				2.2	
p0 queue free %	100	100	90	95	100	100	93				100	
cM capacity (veh/h)	317	248	886	212	252	771	1286				1095	

Direction, Lane #	EB 1	WB 1	NB 1	NB 2	SB 1	SB 2
Volume Total	86	11	315	241	137	137
Volume Left	0	11	93	0	0	0
Volume Right	86	0	0	20	0	0
cSH	886	212	1286	1700	1095	1700
Volume to Capacity	0.10	0.05	0.07	0.14	0.00	0.08
Queue Length 95th (ft)	6	3	5	0	0	0
Control Delay (s)	9.5	22.9	2.8	0.0	0.0	0.0
Lane LOS	A	C	A			
Approach Delay (s)	9.5	22.9	1.6		0.0	
Approach LOS	A	C				

Intersection Summary

Average Delay

2.1

Intersection Capacity Utilization

38.5%

ICU Level of Service

A

Analysis Period (min)

15

Lanes, Volumes, Timings  
17: Spine Road & Road #7

2022 Background + Site AM Peak

	↖	→	↘	↙	←	↖	↗	↘	↙	↖	↗	↘	↙
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations		↕			↕			↕			↕		
Volume (vph)	0	0	121	43	0	0	30	641	50	0	862	0	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95	
Frt		0.865						0.990					
Flt Protected					0.950			0.998					
Satd. Flow (prot)	0	1611	0	0	1770	0	0	3497	0	0	3539	0	
Flt Permitted					0.950			0.998					
Satd. Flow (perm)	0	1611	0	0	1770	0	0	3497	0	0	3539	0	
Adj. Flow (vph)	0	0	132	47	0	0	33	697	54	0	937	0	
Lane Group Flow (vph)	0	132	0	0	47	0	0	784	0	0	937	0	
Sign Control		Stop			Stop			Free			Free		

Intersection Summary

Control Type: Unsignalized  
 Intersection Capacity Utilization 62.4%  
 Analysis Period (min) 15  
 ICU Level of Service B

HCM Unsignalized Intersection Capacity Analysis  
17: Spine Road & Road #7

2022 Background + Site AM Peak

	↖	→	↘	↙	←	↖	↗	↘	↙	↖	↗	↘	↙
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations		↕			↕			↕			↕		
Volume (veh/h)	0	0	121	43	0	0	30	641	50	0	862	0	
Sign Control		Stop			Stop			Free			Free		
Grade		0%			0%			0%			0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	
Hourly flow rate (vph)	0	0	132	47	0	0	33	697	54	0	937	0	
Pedestrians													
Lane Width (ft)													
Walking Speed (ft/s)													
Percent Blockage													
Right turn flare (veh)													
Median type								Raised			Raised		
Median storage (veh)								1			1		
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	1351	1753	468	1389	1726	376	937				751		
vC1, stage 1 conf vol	937	937		789	789								
vC2, stage 2 conf vol	414	816		600	937								
vCu, unblocked vol	1351	1753	468	1389	1726	376	937				751		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1				4.1		
tC, 2 stage (s)	6.5	5.5		6.5	5.5								
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2				2.2		
p0 queue free %	100	100	76	74	100	100	96				100		
cM capacity (veh/h)	214	199	541	181	194	622	727				854		
Direction, Lane #	EB 1	WB 1	NB 1	NB 2	SB 1	SB 2							
Volume Total	132	47	381	403	468	468							
Volume Left	0	47	33	0	0	0							
Volume Right	132	0	0	54	0	0							
cSH	541	181	727	1700	854	1700							
Volume to Capacity	0.24	0.26	0.04	0.24	0.00	0.28							
Queue Length 95th (ft)	19	20	3	0	0	0							
Control Delay (s)	13.8	31.7	1.4	0.0	0.0	0.0							
Lane LOS	B	D	A										
Approach Delay (s)	13.8	31.7	0.7		0.0								
Approach LOS	B	D											

Intersection Summary

Average Delay 2.0  
 Intersection Capacity Utilization 62.4%  
 Analysis Period (min) 15  
 ICU Level of Service B

Lanes, Volumes, Timings  
17: Spine Road & Road #7

2022 Background + Site PM Peak

	↖	→	↘	↙	←	↖	↗	↘	↙	↖	↗	↘	↙
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations		↔		↔	↔		↔	↔		↔	↔		
Volume (vph)	0	5	60	190	4	45	114	467	76	33	308	0	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95	
Frt		0.875			0.975			0.983					
Flt Protected					0.962			0.991			0.995		
Satd. Flow (prot)	0	1630	0	0	1747	0	0	3448	0	0	3522	0	
Flt Permitted					0.962			0.991			0.995		
Satd. Flow (perm)	0	1630	0	0	1747	0	0	3448	0	0	3522	0	
Adj. Flow (vph)	0	5	65	207	4	49	124	508	83	36	335	0	
Lane Group Flow (vph)	0	70	0	0	260	0	0	715	0	0	371	0	
Sign Control		Stop			Stop			Free			Free		

Intersection Summary

Control Type: Unsignalized

Intersection Capacity Utilization 58.3%

ICU Level of Service B

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis  
17: Spine Road & Road #7

2022 Background + Site PM Peak

	↖	→	↘	↙	←	↖	↗	↘	↙	↖	↗	↘	↙
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations		↔		↔	↔		↔	↔		↔	↔		
Volume (veh/h)	0	5	60	190	4	45	114	467	76	33	308	0	
Sign Control		Stop			Stop			Free			Free		
Grade		0%			0%			0%			0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	
Hourly flow rate (vph)	0	5	65	207	4	49	124	508	83	36	335	0	
Pedestrians													
Lane Width (ft)													
Walking Speed (ft/s)													
Percent Blockage													
Right turn flare (veh)													
Median type								Raised			Raised		
Median storage (veh)								1			1		
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	959	1245	167	1104	1203	295	335				590		
vC1, stage 1 conf vol	407	407		797	797								
vC2, stage 2 conf vol	553	838		307	407								
vCu, unblocked vol	959	1245	167	1104	1203	295	335				590		
IC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1				4.1		
IC, 2 stage (s)	6.5	5.5		6.5	5.5								
IF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2				2.2		
p0 queue free %	100	98	92	10	98	93	90				96		
cM capacity (veh/h)	276	241	847	229	252	701	1221				981		

Direction, Lane #	EB 1	WB 1	NB 1	NB 2	SB 1	SB 2
Volume Total	71	260	378	336	203	167
Volume Left	0	207	124	0	36	0
Volume Right	65	49	0	83	0	0
cSH	710	263	1221	1700	981	1700
Volume to Capacity	0.10	0.99	0.10	0.20	0.04	0.10
Queue Length 95th (ft)	7	194	7	0	2	0
Control Delay (s)	10.6	94.5	3.4	0.0	1.8	0.0
Lane LOS	B	F	A		A	
Approach Delay (s)	10.6	94.5	1.8		1.0	
Approach LOS	B	F				

Intersection Summary

Average Delay 19.0

Intersection Capacity Utilization 58.3%

ICU Level of Service

B

Analysis Period (min)

15

Lanes, Volumes, Timings  
18: Osage Dr & E/W Connector

2022 Background + Site AM Peak

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Volume (vph)	32	32	10	101	49	11
Lane Util. Factor	1.00	1.00	0.95	0.95	0.95	0.95
Frt	0.932			0.972		
Flt Protected	0.976			0.995		
Satd. Flow (prot)	1694	0	0	3522	3440	0
Flt Permitted	0.976			0.995		
Satd. Flow (perm)	1694	0	0	3522	3440	0
Adj. Flow (vph)	35	35	11	110	53	12
Lane Group Flow (vph)	70	0	0	121	65	0
Sign Control	Stop			Stop	Stop	

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 17.6%  
Analysis Period (min) 15

ICU Level of Service A

HCM Unsignalized Intersection Capacity Analysis  
18: Osage Dr & E/W Connector

2022 Background + Site AM Peak

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Sign Control	Stop			Stop	Stop	
Volume (vph)	32	32	10	101	49	11
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	35	35	11	110	53	12

Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2
Volume Total (vph)	70	47	73	36	30
Volume Left (vph)	35	11	0	0	0
Volume Right (vph)	35	0	0	0	12
Hadj (s)	-0.17	0.15	0.03	0.03	-0.25
Departure Headway (s)	4.2	4.9	4.7	4.8	4.5
Degree Utilization, x	0.08	0.06	0.10	0.05	0.04
Capacity (veh/h)	830	722	739	727	775
Control Delay (s)	7.5	7.0	7.0	6.8	6.5
Approach Delay (s)	7.5	7.0		6.7	
Approach LOS	A	A		A	

Intersection Summary

Delay 7.1  
HCM Level of Service A  
Intersection Capacity Utilization 17.6%  
Analysis Period (min) 15

ICU Level of Service A

Lanes, Volumes, Timings  
18: Osage Dr & E/W Connector

2022 Background + Site PM Peak

	EBL	EBR	NBL	NBT	SBT	SBR
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y		4	4	4	4
Volume (vph)	16	20	34	70	95	27
Lane Util. Factor	1.00	1.00	0.95	0.95	0.95	0.95
Flt	0.924			0.984	0.957	
Flt Protected	0.979			0.984		
Satd. Flow (prot)	1685	0	0	3483	3422	0
Flt Permitted	0.979			0.984		
Satd. Flow (perm)	1685	0	0	3483	3422	0
Adj. Flow (vph)	17	22	37	76	103	29
Lane Group Flow (vph)	39	0	0	113	132	0
Sign Control	Stop			Stop	Stop	

Intersection Summary  
Control Type: Unsignalized  
Intersection Capacity Utilization 20.2%  
Analysis Period (min) 15

ICU Level of Service A

HCM Unsignalized Intersection Capacity Analysis  
18: Osage Dr & E/W Connector

2022 Background + Site PM Peak

	EBL	EBR	NBL	NBT	SBT	SBR
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y		4	4	4	4
Sign Control	Stop		Stop	Stop	Stop	
Volume (vph)	16	20	34	70	95	27
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	17	22	37	76	103	29
Direction Lane #	EB 1	NB 2	SB 1	SB 2		
Volume Total (vph)	39	62	51	69	64	
Volume Left (vph)	17	37	0	0	0	
Volume Right (vph)	22	0	0	0	29	
Hadj (s)	-0.21	0.33	0.03	0.03	-0.29	
Departure Headway (s)	4.2	5.0	4.7	4.7	4.4	
Degree Utilization, x	0.05	0.09	0.07	0.09	0.08	
Capacity (veh/h)	805	702	745	754	801	
Control Delay (s)	7.4	7.3	6.9	7.0	6.5	
Approach Delay (s)	7.4	7.1		6.8		
Approach LOS	A	A		A		

Intersection Summary  
Delay 7.0  
HCM Level of Service A  
Intersection Capacity Utilization 20.2%  
Analysis Period (min) 15  
ICU Level of Service A

Lanes, Volumes, Timings  
19: FM 1431 & Driveway #2

2022 Background + Site AM Peak

	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Volume (vph)	0	3134	1714	20	0	3
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Fit			0.998			0.865
Fit Protected						
Satd. Flow (prot)	0	3539	3532	0	0	1611
Fit Permitted						
Satd. Flow (perm)	0	3539	3532	0	0	1611
Adj. Flow (vph)	0	3407	1863	22	0	3
Lane Group Flow (vph)	0	3407	1885	0	0	3
Sign Control		Free	Free		Stop	

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 90.0%  
Analysis Period (min) 15

ICU Level of Service E

HCM Unsignalized Intersection Capacity Analysis  
19: FM 1431 & Driveway #2

2022 Background + Site AM Peak

	EBL	EBT	WBT	WBR	SBL	SBR
Movement		↑↑	↑↑			↑
Lane Configurations		↑↑	↑↑			↑
Volume (veh/h)	0	3134	1714	20	0	3
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	3407	1863	22	0	3
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		Raised	Raised			
Median storage (veh)		2	2			
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1885				3577	942
vC1, stage 1 conf vol					1874	
vC2, stage 2 conf vol					1703	
vCu, unblocked vol	1885				3577	942
IC, single (s)	4.1				6.8	6.9
IC, 2 stage (s)					5.8	
IF (s)	2.2				3.5	3.3
p0 queue free %	100				100	99
cM capacity (veh/h)	314				78	264

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1
Volume Total	1703	1703	1242	643	3
Volume Left	0	0	0	0	0
Volume Right	0	0	0	22	3
cSH	1700	1700	1700	1700	264
Volume to Capacity	1.00	1.00	0.73	0.38	0.01
Queue Length 95th (ft)	0	0	0	0	1
Control Delay (s)	0.0	0.0	0.0	0.0	18.8
Lane LOS					C
Approach Delay (s)	0.0		0.0		18.8
Approach LOS					C

Intersection Summary

Average Delay 0.0  
Intersection Capacity Utilization 90.0%  
Analysis Period (min) 15

ICU Level of Service E

Lanes, Volumes, Timings  
19: FM 1431 & Driveay #2

2022 Background + Site PM Peak



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Volume (vph)	0	1782	2685	63	0	39
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt			0.997			0.865
Flt Protected						
Satd. Flow (prot)	0	3539	3529	0	0	1611
Flt Permitted						
Satd. Flow (perm)	0	3539	3529	0	0	1611
Adj. Flow (vph)	0	1937	2918	68	0	42
Lane Group Flow (vph)	0	1937	2986	0	0	42
Sign Control		Free	Free		Stop	

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 86.2%  
Analysis Period (min) 15

ICU Level of Service E

HCM Unsignalized Intersection Capacity Analysis  
19: FM 1431 & Driveay #2

2022 Background + Site PM Peak



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Volume (veh/h)	0	1782	2685	63	0	39
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	1937	2918	68	0	42
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		Raised	Raised			
Median storage (veh)		2	2			
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	2987				3921	1493
vC1, stage 1 conf vol					2953	
vC2, stage 2 conf vol					968	
vCu, unblocked vol	2987				3921	1493
IC, single (s)	4.1				6.8	6.9
IC, 2 stage (s)					5.8	
IF (s)	2.2				3.5	3.3
p0 queue free %	100				100	62
cM capacity (veh/h)	114				25	112

Intersection Summary

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1
Volume Total	968	968	1946	1041	42
Volume Left	0	0	0	0	0
Volume Right	0	0	0	68	42
cSH	1700	1700	1700	1700	112
Volume to Capacity	0.57	0.57	1.14	0.61	0.38
Queue Length 95th (ft)	0	0	0	0	31
Control Delay (s)	0.0	0.0	0.0	0.0	55.4
Lane LOS					F
Approach Delay (s)	0.0		0.0		55.4
Approach LOS					F

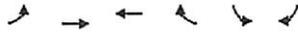
Intersection Summary

Average Delay 0.5  
Intersection Capacity Utilization 86.2% ICU Level of Service E  
Analysis Period (min) 15

Lanes, Volumes, Timings

20: E/W Connector & Goodnight Trail

2022 Background + Site AM Peak



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	↕
Volume (vph)	14	22	24	14	5	5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.951		0.932	
Flt Protected		0.981			0.976	
Satd. Flow (prot)	0	1827	1771	0	1694	0
Flt Permitted		0.981			0.976	
Satd. Flow (perm)	0	1827	1771	0	1694	0
Adj. Flow (vph)	15	24	26	15	5	5
Lane Group Flow (vph)	0	39	41	0	10	0
Sign Control		Free	Free		Stop	

Intersection Summary

Control Type: Unsignalized  
 Intersection Capacity Utilization 18.6%  
 Analysis Period (min) 15  
 ICU Level of Service A

HCM Unsignalized Intersection Capacity Analysis

20: E/W Connector & Goodnight Trail

2022 Background + Site AM Peak



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	↕
Volume (veh/h)	14	22	24	14	5	5
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	15	24	26	15	5	5
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	41				88	34
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	41				88	34
IC, single (s)	4.1				6.4	6.2
IC, 2 stage (s)						
IF (s)	2.2				3.5	3.3
p0 queue free %	99				99	99
cM capacity (veh/h)	1568				904	1040

Direction, Lane #	EB 1	WB 1	SB 1
Volume Total	39	41	11
Volume Left	15	0	5
Volume Right	0	15	5
cSH	1568	1700	967
Volume to Capacity	0.01	0.02	0.01
Queue Length 95th (ft)	1	0	1
Control Delay (s)	2.9	0.0	8.8
Lane LOS	A		A
Approach Delay (s)	2.9	0.0	8.8
Approach LOS			A

Intersection Summary

Average Delay 2.3  
 Intersection Capacity Utilization 18.6%  
 Analysis Period (min) 15  
 ICU Level of Service A

Lanes, Volumes, Timings  
20: EW Connector & Goodnight Trail  
2022 Background + Site PM Peak

Direction	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	7	24	7	12	12	12
Volume (veh/h)	1.00	1.00	1.00	1.00	1.00	1.00
Lane Util. Factor	1.00	0.967	0.932	0.976	0.976	0.976
FT	0	0	0	0	0	0
Satd. Flow (perm)	0	1840	1801	1694	1694	1694
FT Permitted	0	0.988	0.976	0.976	0.976	0.976
Satd. Flow (veh/h)	0	1840	1801	1694	1694	1694
Adj. Flow (veh/h)	8	26	25	8	13	13
Lane Group Flow (vph)	0	34	33	0	26	0
Sign Control	Free	Free	Free	Stop	Stop	0

Intersection Summary  
Control Type: Unsignalized  
Intersection Capacity Utilization 17.3%  
ICU Level of Service A  
Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis  
20: EW Connector & Goodnight Trail  
2022 Background + Site PM Peak

Direction	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	7	24	23	7	12	12
Volume (veh/h)	0.92	0.92	0.92	0.92	0.92	0.92
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	8	26	25	8	13	13
Pedestrians	0	0	0	0	0	0
Lane Width (ft)	0	0	0	0	0	0
Walking Speed (ft/s)	0	0	0	0	0	0
Percent Blockage	0	0	0	0	0	0
Right turn flare (veh)	0	0	0	0	0	0
Median Type	None	None	None	None	None	None
Median storage (veh)	0	0	0	0	0	0
Upstream signal (ft)	0	0	0	0	0	0
pk. platoon unblocked	0	0	0	0	0	0
vc, conflicting volume	33	0	0	0	0	0
vc, stage 1 conf vol	0	0	0	0	0	0
vc2, stage 2 conf vol	0	0	0	0	0	0
vc, unblocked vol	33	0	0	0	0	0
IC, single (s)	4.1	0	0	0	0	0
IC, 2 stage (s)	2.2	0	0	0	0	0
IF (s)	3.5	0	0	0	0	0
pd queue free %	100	0	0	0	0	0
ch capacity (veh/h)	1579	0	0	0	0	0
Direction, Lane #	EB 1	WB 1	SB 1			
Volume Total	34	33	26			
Volume Left	8	0	13			
Volume Right	0	8	13			
cSH	1579	1700	985			
Volume to Capacity	0.00	0.02	0.03			
Queue Length 95th (ft)	0	0	2			
Control Delay (s)	1.7	0.0	8.8			
Lane LOS	A	A	A			
Approach Delay (s)	1.7	0.0	8.8			
Approach LOS	A	A	A			
Intersection Summary						
Average Delay	3.1					
Intersection Capacity Utilization	17.3%					
ICU Level of Service	A					
Analysis Period (min)	15					

Lanes, Volumes, Timings  
21: Spine Road & Driveway #3

2022 Background + Site AM Peak

	↙	↖	↑	↗	↘	↓
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑	↑↑			↑↑↑
Volume (vph)	0	29	721	33	0	1055
Lane Util. Factor	1.00	1.00	0.95	0.95	1.00	0.91
Frt		0.865	0.993			
Flt Protected						
Satd. Flow (prot)	0	1611	3514	0	0	5085
Flt Permitted						
Satd. Flow (perm)	0	1611	3514	0	0	5085
Adj. Flow (vph)	0	32	784	36	0	1147
Lane Group Flow (vph)	0	32	820	0	0	1147
Sign Control	Stop		Free			Free

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 31.0%  
Analysis Period (min) 15

ICU Level of Service A

HCM Unsignalized Intersection Capacity Analysis  
21: Spine Road & Driveway #3

2022 Background + Site AM Peak

	↙	↖	↑	↗	↘	↓
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑	↑↑			↑↑↑
Volume (veh/h)	0	29	721	33	0	1055
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	32	784	36	0	1147
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			Raised		Raised	
Median storage (veh)			2		2	
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1184	410			820	
vC1, stage 1 conf vol	802					
vC2, stage 2 conf vol	382					
vCu, unblocked vol	1184	410			820	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	95			100	
cM capacity (veh/h)	365	591			805	

Direction, Lane #	WB.1	NB.1	NB.2	SB.1	SB.2	SB.3
Volume Total	32	522	297	382	382	382
Volume Left	0	0	0	0	0	0
Volume Right	32	0	36	0	0	0
cSH	591	1700	1700	1700	1700	1700
Volume to Capacity	0.05	0.31	0.17	0.22	0.22	0.22
Queue Length 95th (ft)	3	0	0	0	0	0
Control Delay (s)	11.4	0.0	0.0	0.0	0.0	0.0
Lane LOS	B					
Approach Delay (s)	11.4	0.0		0.0		
Approach LOS	B					

Intersection Summary

Average Delay 0.2  
Intersection Capacity Utilization 31.0%  
Analysis Period (min) 15

ICU Level of Service A

Lanes, Volumes, Timings  
21: Spine Road & Driveway #3

2022 Background + Site PM Peak

	↙	↖	↑	↗	↘	↓
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑	↑↑			↓↓↓
Volume (vph)	0	126	657	51	0	684
Lane Util. Factor	1.00	1.00	0.95	0.95	1.00	0.91
Frt		0.865	0.989			
Flt Protected						
Satd. Flow (prot)	0	1611	3500	0	0	5085
Flt Permitted						
Satd. Flow (perm)	0	1611	3500	0	0	5085
Adj. Flow (vph)	0	137	714	55	0	743
Lane Group Flow (vph)	0	137	769	0	0	743
Sign Control	Stop		Free			Free

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 34.3%  
Analysis Period (min) 15

ICU Level of Service A

HCM Unsignalized Intersection Capacity Analysis  
21: Spine Road & Driveway #3

2022 Background + Site PM Peak

	↙	↖	↑	↗	↘	↓
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑	↑↑			↓↓↓
Volume (veh/h)	0	126	657	51	0	684
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	137	714	55	0	743
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			Raised			Raised
Median storage (veh)			2			2
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	990	385			770	
vC1, stage 1 conf vol	742					
vC2, stage 2 conf vol	248					
vCu, unblocked vol	990	385			770	
IC, single (s)	6.8	6.9			4.1	
IC, 2 stage (s)	5.8					
IF (s)	3.5	3.3			2.2	
p0 queue free %	100	78			100	
cM capacity (veh/h)	406	613			841	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	137	476	293	248	248	248
Volume Left	0	0	0	0	0	0
Volume Right	137	0	55	0	0	0
cSH	613	1700	1700	1700	1700	1700
Volume to Capacity	0.22	0.28	0.17	0.15	0.15	0.15
Queue Length 95th (ft)	17	0	0	0	0	0
Control Delay (s)	12.5	0.0	0.0	0.0	0.0	0.0
Lane LOS	B					
Approach Delay (s)	12.5	0.0		0.0		
Approach LOS	B					

Intersection Summary

Average Delay 1.0  
Intersection Capacity Utilization 34.3%  
Analysis Period (min) 15

ICU Level of Service A

Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2022 Background + Site AM Peak w/ Improvements

Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↖	↗	↖	↗	↖	↗
Volume (vph)	69	1163	432	425	1003	92
Lane Util. Factor	1.00	0.95	0.95	0.95	0.97	0.95
Frt			0.926		0.987	
Flt Protected	0.950				0.956	
Satd. Flow (prot)	1770	3539	3277	0	3410	0
Flt Permitted	0.120				0.956	
Satd. Flow (perm)	224	3539	3277	0	3410	0
Satd. Flow (RTOR)			290		13	
Adj. Flow (vph)	75	1264	470	462	1090	100
Lane Group Flow (vph)	75	1264	932	0	1190	0
Turn Type	pm+pt	NA	NA		NA	
Protected Phases	5	2	6		4	
Permitted Phases	2					
Detector Phase	5	2	6		4	
Switch Phase						
Minimum Initial (s)	5.0	15.0	15.0		15.0	
Minimum Split (s)	11.0	21.0	21.0		21.0	
Total Split (s)	11.0	46.0	35.0		44.0	
Total Split (%)	12.2%	51.1%	38.9%		48.9%	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	2.0	2.0	2.0		2.0	
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	
Total Lost Time (s)	6.0	6.0	6.0		6.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?	Yes		Yes			
Recall Mode	Min	Max	Max		Min	
Act Effct Green (s)	40.1	40.1	29.1		34.1	
Actuated g/C Ratio	0.46	0.46	0.34		0.40	
v/c Ratio	0.39	0.77	0.72		0.88	
Control Delay	20.1	23.8	21.0		32.3	
Queue Delay	0.0	0.0	0.0		0.0	
Total Delay	20.1	23.8	21.0		32.3	
LOS	C	C	C		C	
Approach Delay		23.6	21.0		32.3	
Approach LOS		C	C		C	
Queue Length 50th (ft)	23	306	167		297	
Queue Length 95th (ft)	50	405	245		384	
Internal Link Dist (ft)		881	1615		722	
Turn Bay Length (ft)	245				300	
Base Capacity (vph)	194	1646	1297		1514	
Starvation Cap Reductn	0	0	0		0	
Spillback Cap Reductn	0	0	0		0	
Storage Cap Reductn	0	0	0		0	
Reduced v/c Ratio	0.39	0.77	0.72		0.79	

Intersection Summary

Cycle Length: 90  
Actuated Cycle Length: 86.3

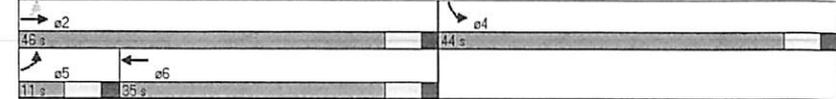
Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2022 Background + Site AM Peak w/ Improvements

Natural Cycle: 60  
Control Type: Semi Act-Uncoord  
Maximum v/c Ratio: 0.88  
Intersection Signal Delay: 25.9  
Intersection Capacity Utilization 76.3%  
Analysis Period (min) 15

Intersection LOS: C  
ICU Level of Service D

Splits and Phases: 2: FM 1431 & Nameless Rd



Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2022 Background + Site PM Peak w/ Improvements

Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↘	↑↑	↑↑		↑↑	↘
Volume (vph)	68	588	1056	823	423	77
Lane Util. Factor	1.00	0.95	0.95	0.95	0.97	0.95
Frt			0.934		0.977	
Flt Protected	0.950				0.959	
Sald. Flow (prot)	1770	3539	3306	0	3386	0
Flt Permitted	0.069				0.959	
Sald. Flow (perm)	129	3539	3306	0	3386	0
Sald. Flow (RTOR)			370		21	
Adj. Flow (vph)	74	639	1148	895	460	84
Lane Group Flow (vph)	74	639	2043	0	544	0
Turn Type	pm+pt	NA	NA		NA	
Protected Phases	5	2	6		4	
Permitted Phases	2					
Detector Phase	5	2	6		4	
Switch Phase						
Minimum Initial (s)	5.0	15.0	15.0		15.0	
Minimum Split (s)	11.0	21.0	21.0		21.0	
Total Split (s)	11.0	69.0	58.0		21.0	
Total Split (%)	12.2%	76.7%	64.4%		23.3%	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	2.0	2.0	2.0		2.0	
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	
Total Lost Time (s)	6.0	6.0	6.0		6.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?	Yes		Yes			
Recall Mode	Min	Max	Max		Min	
Act Effect Green (s)	63.0	63.0	52.0		15.0	
Actualized g/C Ratio	0.70	0.70	0.58		0.17	
v/c Ratio	0.41	0.26	0.99		0.93	
Control Delay	12.5	5.3	33.8		61.2	
Queue Delay	0.0	0.0	0.0		0.0	
Total Delay	12.5	5.3	33.8		61.2	
LOS	B	A	C		E	
Approach Delay		6.0	33.8		61.2	
Approach LOS		A	C		E	
Queue Length 50th (ft)	9	47	393		122	
Queue Length 95th (ft)	25	64	#579		#202	
Internal Link Dist (ft)		881	1615		722	
Turn Bay Length (ft)	245				300	
Base Capacity (vph)	181	2477	2066		582	
Starvation Cap Reductn	0	0	0		0	
Spillback Cap Reductn	0	0	0		0	
Storage Cap Reductn	0	0	0		0	
Reduced v/c Ratio	0.41	0.26	0.99		0.93	

Intersection Summary

Cycle Length: 90  
Actualized Cycle Length: 90

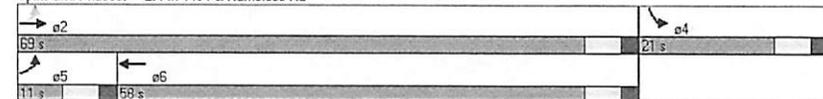
Lanes, Volumes, Timings  
2: FM 1431 & Nameless Rd

2022 Background + Site PM Peak w/ Improvements

Natural Cycle: 90  
Control Type: Semi Act-Uncoord  
Maximum v/c Ratio: 0.99  
Intersection Signal Delay: 32.3  
Intersection Capacity Utilization 81.0%  
Analysis Period (min) 15  
# 95th percentile volume exceeds capacity, queue may be longer.  
Queue shown is maximum after two cycles.

Intersection LOS: C  
ICU Level of Service D

Splits and Phases: 2: FM 1431 & Nameless Rd



Lanes, Volumes, Timings

3: Church Driveway/Buck Run & FM 1431

2022 Background + Site AM Peak w/ Improvements

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↕	↔	↔	↕	↔	↔	↕	↔	↔	↕	↔
Volume (vph)	23	3259	0	2	1723	53	0	0	0	89	0	158
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.995						0.850		
Flt Protected	0.950			0.950						0.950		
Satd. Flow (prot)	1770	3539	0	1770	3522	0	0	1863	0	1770	1583	0
Flt Permitted	0.950			0.950						0.950		
Satd. Flow (perm)	1770	3539	0	1770	3522	0	0	1863	0	1770	1583	0
Adj. Flow (vph)	25	3542	0	2	1873	58	0	0	0	97	0	172
Lane Group Flow (vph)	25	3542	0	2	1931	0	0	0	0	97	172	0
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Control Type: Unsignalized

Intersection Capacity Utilization 106.5%

ICU Level of Service G

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis

3: Church Driveway/Buck Run & FM 1431

2022 Background + Site AM Peak w/ Improvements

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↕	↔	↔	↕	↔	↔	↕	↔	↔	↕	↔
Volume (veh/h)	23	3259	0	2	1723	53	0	0	0	89	0	158
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	25	3542	0	2	1873	58	0	0	0	97	0	172
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		Raised			Raised							
Median storage (veh)		1			1							
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1930			3542			4705	5527	1771	3727	5498	965
vC1, stage 1 conf vol							3592	3592		1906	1906	
vC2, stage 2 conf vol							1112	1935		1821	3592	
vCu, unblocked vol	1930			3542			4705	5527	1771	3727	5498	965
IC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
IC, 2 stage (s)							6.5	5.5		6.5	5.5	
IF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	92			97			100	100	100	0	100	33
cM capacity (veh/h)	301			68			4	11	72	33	9	255
Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	NB 1	SB 1	SB 2			
Volume Total	25	2362	1181	2	1249	682	0	97	172			
Volume Left	25	0	0	2	0	0	0	97	0			
Volume Right	0	0	0	0	0	58	0	0	172			
cSH	301	1700	1700	68	1700	1700	1700	33	255			
Volume to Capacity	0.08	1.39	0.69	0.03	0.73	0.40	0.00	2.97	0.67			
Queue Length 95th (ft)	7	0	0	2	0	0	0	281	109			
Control Delay (s)	18.0	0.0	0.0	59.8	0.0	0.0	0.0	1147.7	44.1			
Lane LOS	C			F				A	F	E		
Approach Delay (s)	0.1			0.1				0.0	441.8			
Approach LOS								A	F			

Intersection Summary

Average Delay 20.7

Intersection Capacity Utilization 106.5%

ICU Level of Service G

Analysis Period (min) 15

Lanes, Volumes, Timings

3: Church Driveway/Buck Run & FM 1431

2022 Background + Site PM Peak w/ Improvements

	↖	→	↘	↙	←	↖	↙	↑	↘	↙	↓	↘
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↖↗		↖	↖↗			↖↗		↖	↖	
Volume (vph)	22	1888	0	1	2738	182	0	0	1	32	0	139
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Flt				0.991			0.865			0.850		
Flt Protected	0.950			0.950					0.950			
Satd. Flow (prot)	1770	3539	0	1770	3507	0	0	1611	0	1770	1583	0
Flt Permitted	0.950			0.950					0.950			
Satd. Flow (perm)	1770	3539	0	1770	3507	0	0	1611	0	1770	1583	0
Adj. Flow (vph)	24	2052	0	1	2976	198	0	0	1	35	0	151
Lane Group Flow (vph)	24	2052	0	1	3174	0	0	1	0	35	151	0
Sign Control		Free		Free			Stop			Stop		

Intersection Summary

Control Type: Unsignalized

Intersection Capacity Utilization 96.8%

ICU Level of Service F

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis

3: Church Driveway/Buck Run & FM 1431

2022 Background + Site PM Peak w/ Improvements

	↖	→	↘	↙	←	↖	↙	↑	↘	↙	↓	↘
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↖↗		↖	↖↗			↖↗		↖	↖	
Volume (veh/h)	22	1888	0	1	2738	182	0	0	1	32	0	139
Sign Control		Free			Free			Stop		Stop		
Grade		0%			0%			0%		0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	24	2052	0	1	2976	198	0	0	1	35	0	151
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		Raised			Raised							
Median storage (veh)		2			2							
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	3174			2052			3741	5276	1026	4152	5177	1587
vC1, stage 1 conf vol							2100	2100		3077	3077	
vC2, stage 2 conf vol							1641	3176		1075	2100	
vCu, unblocked vol	3174			2052			3741	5276	1026	4152	5177	1587
IC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
IC, 2 stage (s)							6.5	5.5		6.5	5.5	
IF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	75			100			0	100	0	100	0	100
cM capacity (veh/h)	96			270			0	1	232	12	24	97

Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	NB 1	SB 1	SB 2
Volume Total	24	1368	684	1	1984	1190	1	35	151
Volume Left	24	0	0	1	0	0	0	35	0
Volume Right	0	0	0	0	0	198	1	0	151
cSH	96	1700	1700	270	1700	1700	232	12	97
Volume to Capacity	0.25	0.80	0.40	0.00	1.17	0.70	0.00	2.97	1.56
Queue Length 95th (ft)	18	0	0	0	0	0	0	107	233
Control Delay (s)	54.5	0.0	0.0	18.4	0.0	0.0	20.6	1535.6	372.8
Lane LOS	F			C			C	F	F
Approach Delay (s)	0.6			0.0			20.6	590.4	
Approach LOS							C	F	

Intersection Summary

Average Delay 20.4

Intersection Capacity Utilization 96.8%

ICU Level of Service

F

Analysis Period (min) 15

Timings  
4: Lakeline Blvd & Osage Dr

Crystal Falls West  
2022 Background + Site AM Peak w/ Improvements

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	→	↗	↖	→	↗	↖	→	↗	↖	→	↗
Volume (vph)	109	421	377	97	300	129	156	859	44	95	1310	101
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	3514	0	1770	3500	0
Flt Permitted	0.387			0.209			0.950			0.950		
Satd. Flow (perm)	721	1863	1583	389	1863	1583	1770	3514	0	1770	3500	0
Satd. Flow (RTOR)			138			140		5			8	
Lane Group Flow (vph)	118	458	410	105	326	140	170	982	0	103	1534	0
Turn Type	Perm	NA	Perm	Perm	NA	Perm	Prol	NA		Prot	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4		4	8		8						
Detector Phase	4	4	4	8	8	8	5	2		1	6	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	15.0	15.0	15.0	5.0	15.0		5.0	15.0	
Minimum Split (s)	22.0	22.0	22.0	22.0	22.0	22.0	11.0	22.0		11.0	22.0	
Total Split (s)	51.0	51.0	51.0	51.0	51.0	51.0	12.0	50.0		19.0	57.0	
Total Split (%)	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%	10.0%	41.7%		15.8%	47.5%	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0		6.0	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Recall Mode	None	None	None	None	None	None	Min	Min		None	Min	
Act Effct Green (s)	34.0	34.0	34.0	34.0	34.0	34.0	6.0	46.6		10.8	51.3	
Actuated g/C Ratio	0.31	0.31	0.31	0.31	0.31	0.31	0.05	0.43		0.10	0.47	
v/c Ratio	0.53	0.79	0.70	0.87	0.56	0.24	1.73	0.66		0.59	0.93	
Control Delay	39.6	44.7	27.8	89.0	35.0	5.2	403.0	29.5		63.0	40.2	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	39.6	44.7	27.8	89.0	35.0	5.2	403.0	29.5		63.0	40.2	
LOS	D	D	C	F	C	A	F	C		E	D	
Approach Delay		37.1			37.6			84.6			41.6	
Approach LOS		D			D			F			D	

Intersection Summary

Cycle Length: 120  
 Actuated Cycle Length: 109.5  
 Natural Cycle: 100  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 1.73  
 Intersection Signal Delay: 51.4  
 Intersection Capacity Utilization 102.7%  
 Analysis Period (min) 15  
 Intersection LOS: D  
 ICU Level of Service G

Splits and Phases: 4: Lakeline Blvd & Osage Dr

↖ σ1	↖ σ2	↖ σ4
19 s	50 s	51 s
↖ σ5	↖ σ6	↖ σ8
12 s	57 s	51 s

Timings  
4: Lakeline Blvd & Osage Dr

Crystal Falls West  
2022 Background + Site PM Peak w/ Improvements

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	→	↗	↖	→	↗	↖	→	↗	↖	→	↗
Volume (vph)	145	249	214	71	289	136	254	1146	153	125	704	147
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	3476	0	1770	3447	0
Flt Permitted	0.358			0.429			0.950			0.950		
Satd. Flow (perm)	667	1863	1583	799	1863	1583	1770	3476	0	1770	3447	0
Satd. Flow (RTOR)			233			148		18			26	
Lane Group Flow (vph)	158	271	233	77	314	148	276	1412	0	136	925	0
Turn Type	Perm	NA	Perm	Perm	NA	Perm	Prot	NA		Prot	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4		4	8		8						
Detector Phase	4	4	4	8	8	8	5	2		1	6	
Switch Phase												
Minimum Initial (s)	15.0	15.0	15.0	15.0	15.0	15.0	5.0	15.0		5.0	15.0	
Minimum Split (s)	22.0	22.0	22.0	22.0	22.0	22.0	11.0	22.0		11.0	22.0	
Total Split (s)	35.0	35.0	35.0	35.0	35.0	35.0	27.0	59.0		16.0	48.0	
Total Split (%)	31.8%	31.8%	31.8%	31.8%	31.8%	31.8%	24.5%	53.6%		14.5%	43.6%	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0		6.0	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Recall Mode	None	None	None	None	None	None	Min	Min		None	Min	
Act Effct Green (s)	27.5	27.5	27.5	27.5	27.5	27.5	19.2	48.7		9.9	39.5	
Actuated g/C Ratio	0.26	0.26	0.26	0.26	0.26	0.26	0.18	0.47		0.09	0.38	
v/c Ratio	0.90	0.55	0.40	0.36	0.64	0.28	0.85	0.86		0.80	0.70	
Control Delay	86.3	39.0	6.4	38.8	41.8	6.8	65.8	31.2		81.7	30.4	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	86.3	39.0	6.4	38.8	41.8	6.8	65.8	31.2		81.7	30.4	
LOS	F	D	A	D	D	A	E	C		F	C	
Approach Delay		38.8			31.7			36.9			37.0	
Approach LOS		D			C			D			D	

Intersection Summary

Cycle Length: 110  
 Actuated Cycle Length: 104.3  
 Natural Cycle: 75  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 0.90  
 Intersection Signal Delay: 36.5  
 Intersection Capacity Utilization 91.2%  
 Analysis Period (min) 15  
 Intersection LOS: D  
 ICU Level of Service F

Splits and Phases: 4: Lakeline Blvd & Osage Dr

↖ σ1	↖ σ2	↖ σ4
16 s	59 s	35 s
↖ σ5	↖ σ6	↖ σ8
27 s	48 s	35 s

Lanes, Volumes, Timings  
5: Nameless Rd & Spine Road

2022 Background + Site AM Peak w/ Improvements

	↖	↗	↑	↘	↙	↓
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↖	↗	↑	↘	↙	↓
Volume (vph)	741	9	71	360	7	153
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850	0.887			
Flt Protected	0.950					0.998
Satd. Flow (prot)	1770	1583	1652	0	0	1859
Flt Permitted	0.950					0.846
Satd. Flow (perm)	1770	1583	1652	0	0	1576
Satd. Flow (RTOR)		10	391			
Adj. Flow (vph)	805	10	77	391	8	166
Lane Group Flow (vph)	805	10	468	0	0	174
Turn Type	NA	Perm	NA		Perm	NA
Protected Phases	8		2			6
Permitted Phases		8			6	
Detector Phase	8	8	2		6	6
Switch Phase						
Minimum Initial (s)	15.0	15.0	15.0		15.0	15.0
Minimum Split (s)	21.0	21.0	21.0		21.0	21.0
Total Split (s)	38.0	38.0	22.0		22.0	22.0
Total Split (%)	63.3%	63.3%	36.7%		36.7%	36.7%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0		6.0	6.0
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None	None	Min		Min	Min
Act Effect Green (s)	28.2	28.2	15.3			15.3
Actuated g/C Ratio	0.51	0.51	0.28			0.28
v/c Ratio	0.90	0.01	0.63			0.40
Control Delay	27.5	3.9	8.7			21.2
Queue Delay	0.0	0.0	0.0			0.0
Total Delay	27.5	3.9	8.7			21.2
LOS	C	A	A			C
Approach Delay	27.2		8.7			21.2
Approach LOS	C		A			C
Queue Length 50th (ft)	216	0	21			52
Queue Length 95th (ft)	#450	6	97			101
Internal Link Dist (ft)	332		524			498
Turn Bay Length (ft)						
Base Capacity (vph)	1027	923	757			457
Starvation Cap Reductn	0	0	0			0
Spillback Cap Reductn	0	0	0			0
Storage Cap Reductn	0	0	0			0
Reduced v/c Ratio	0.78	0.01	0.62			0.38

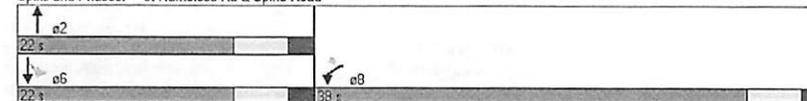
Intersection Summary  
Cycle Length: 60  
Actuated Cycle Length: 55.6

Lanes, Volumes, Timings  
5: Nameless Rd & Spine Road

2022 Background + Site AM Peak w/ Improvements

Natural Cycle: 60  
Control Type: Actuated-Uncoordinated  
Maximum v/c Ratio: 0.90  
Intersection Signal Delay: 20.5  
Intersection Capacity Utilization 77.0%  
Analysis Period (min) 15  
# 95th percentile volume exceeds capacity, queue may be longer.  
Queue shown is maximum after two cycles.

Splits and Phases: 5: Nameless Rd & Spine Road



Lanes, Volumes, Timings  
5: Nameless Rd & Spine Road

2022 Background + Site PM Peak w/ Improvements

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↖	↗	↖	↗	↖	↗
Volume (vph)	316	4	171	578	8	111
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Fit		0.850	0.896			
Fit Protected	0.950					0.997
Satd. Flow (prot)	1770	1583	1669	0	0	1857
Fit Permitted	0.950					0.695
Satd. Flow (perm)	1770	1583	1669	0	0	1295
Satd. Flow (RTOR)		4	450			
Adj. Flow (vph)	343	4	186	628	9	121
Lane Group Flow (vph)	343	4	814	0	0	130
Turn Type	NA	Perm	NA		Perm	NA
Protected Phases	8		2			6
Permitted Phases		8			6	
Detector Phase	8	8	2		6	6
Switch Phase						
Minimum Initial (s)	15.0	15.0	15.0		15.0	15.0
Minimum Split (s)	21.0	21.0	21.0		21.0	21.0
Total Split (s)	21.0	21.0	34.0		34.0	34.0
Total Split (%)	38.2%	38.2%	61.8%		61.8%	61.8%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0		6.0	6.0
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None	None	Min		Min	Min
Act Effct Green (s)	15.2	15.2	20.9			20.9
Actuated g/C Ratio	0.31	0.31	0.43			0.43
v/c Ratio	0.61	0.01	0.83			0.23
Control Delay	22.5	10.5	13.9			9.2
Queue Delay	0.0	0.0	0.0			0.0
Total Delay	22.5	10.5	13.9			9.2
LOS	C	B	B			A
Approach Delay	22.4		13.9			9.2
Approach LOS	C		B			A
Queue Length 50th (ft)	63	0	55			17
Queue Length 95th (ft)	#164	5	#168			37
Internal Link Dist (ft)	332		524			498
Turn Bay Length (ft)						
Base Capacity (vph)	558	502	1167			761
Starvation Cap Reductn	0	0	0			0
Spillback Cap Reductn	0	0	0			0
Storage Cap Reductn	0	0	0			0
Reduced v/c Ratio	0.61	0.01	0.70			0.17

Intersection Summary

Cycle Length: 55  
Actuated Cycle Length: 48.3

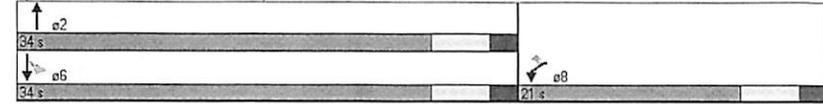
Lanes, Volumes, Timings  
5: Nameless Rd & Spine Road

2022 Background + Site PM Peak w/ Improvements

Natural Cycle: 55  
Control Type: Actuated-Uncoordinated  
Maximum v/c Ratio: 0.83  
Intersection Signal Delay: 15.7  
Intersection Capacity Utilization 72.1%  
Analysis Period (min) 15  
# 95th percentile volume exceeds capacity, queue may be longer.  
Queue shown is maximum after two cycles.

Intersection LOS: B  
ICU Level of Service C

Splits and Phases: 5: Nameless Rd & Spine Road



Lanes, Volumes, Timings

7: Lonesome Creek Trail/Spine Road & FM 1431

2022 Background + Site AM Peak w/ Improvements

Lane Group	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations	↔	↕	↔	↔	↕	↕	↕	↔	↔	↔	↕	↕
Volume (vph)	140	1920	0	32	0	821	614	0	0	0	935	0
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00
Frt							0.850					0.850
Fit Protected	0.950				0.950						0.950	
Satd. Flow (prot)	1770	3539	0	0	1770	3539	1583	0	1863	0	3433	1583
Fit Permitted	0.235				0.040						0.950	
Satd. Flow (perm)	438	3539	0	0	75	3539	1583	0	1863	0	3433	1583
Satd. Flow (RTOR)							667					280
Adj. Flow (vph)	152	2087	0	35	0	892	667	0	0	0	1016	0
Lane Group Flow (vph)	152	2087	0	0	35	892	667	0	0	0	1016	130
Turn Type	pm+pt	NA		pm+pt	pm+pt	NA	Perm	Split			Split	NA
Protected Phases	5	2		1	1	6		8	8		4	4
Permitted Phases	2			6	6		6					
Detector Phase	5	2		1	1	6	6	8	8		4	4
Switch Phase												
Minimum Initial (s)	5.0	15.0		5.0	5.0	15.0	15.0	15.0	15.0		15.0	15.0
Minimum Split (s)	11.0	21.0		11.0	11.0	22.0	22.0	22.0	22.0		22.0	22.0
Total Split (s)	18.0	111.0		11.0	11.0	104.0	104.0	22.0	22.0		56.0	56.0
Total Split (%)	9.0%	55.5%		5.5%	5.5%	52.0%	52.0%	11.0%	11.0%		28.0%	28.0%
Yellow Time (s)	4.0	4.0		4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0
All-Red Time (s)	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0		6.0	6.0
Lead/Lag	Lead	Lag		Lead	Lead	Lag	Lag					
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes					
Recall Mode	Min	Max		Min	Min	Max	Max	None	None		Min	Min
Act Effect Green (s)	115.4	105.0		104.2	99.2	99.2					50.0	50.0
Actuated g/C Ratio	0.65	0.59		0.59	0.56	0.56					0.28	0.28
v/c Ratio	0.42	1.00		0.38	0.45	0.57					1.05	0.20
Control Delay	15.4	55.5		26.2	24.4	3.3					104.1	0.7
Queue Delay	0.0	0.0		0.0	0.0	0.0					0.0	0.0
Total Delay	15.4	55.5		26.2	24.4	3.3					104.1	0.7
LOS	B	E		C	C	A					F	A
Approach Delay		52.7				15.6						92.3
Approach LOS		D				B						F
Queue Length 50th (ft)	65	1246		14	319	0					-665	0
Queue Length 95th (ft)	97	#1449		32	377	58					#803	0
Internal Link Dist (ft)		831			1205			719				553
Turn Bay Length (ft)	400			400		400					200	
Base Capacity (vph)	375	2088		91	1972	1177					964	646
Starvation Cap Reductn	0	0		0	0	0					0	0
Spillback Cap Reductn	0	0		0	0	0					0	0
Storage Cap Reductn	0	0		0	0	0					0	0
Reduced v/c Ratio	0.41	1.00		0.38	0.45	0.57					1.05	0.20

Intersection Summary

Cycle Length: 200  
Actuated Cycle Length: 178

Lanes, Volumes, Timings

7: Lonesome Creek Trail/Spine Road & FM 1431

2022 Background + Site AM Peak w/ Improvements

Lane Group	SBR
Lane Configurations	↕
Volume (vph)	120
Lane Util. Factor	1.00
Frt	
Fit Protected	
Satd. Flow (prot)	0
Fit Permitted	
Satd. Flow (perm)	0
Satd. Flow (RTOR)	
Adj. Flow (vph)	130
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Recall Mode	
Act Effect Green (s)	
Actuated g/C Ratio	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
LOS	
Approach Delay	
Approach LOS	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	

Intersection Summary

Lanes, Volumes, Timings

7: Lonesome Creek Trail/Spine Road & FM 1431

2022 Background + Site AM Peak w/ Improvements

Natural Cycle: 150

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 1.05

Intersection Signal Delay: 50.0

Intersection LOS: D

Intersection Capacity Utilization 98.9%

ICU Level of Service F

Analysis Period (min) 15

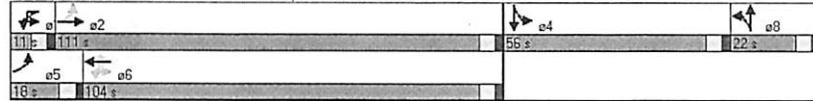
- Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

# 95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 7: Lonesome Creek Trail/Spine Road & FM 1431



Lanes, Volumes, Timings

7: Lonesome Creek Trail/Spine Road & FM 1431

2022 Background + Site PM Peak w/ Improvements

Lane Group	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations	↔	↑↓		↔	↑↓	↔	↑↓	↔	↑↓		↔	↑↓
Volume (vph)	134	948	0	23	0	1801	574	0	0	0	652	0
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00
Fit						0.950					0.950	
Fit Protected	0.950				0.950						0.950	
Satd. Flow (prot)	1770	3539	0	0	1770	3539	1583	0	1863	0	3433	1583
Fit Permitted	0.039				0.241						0.950	
Satd. Flow (perm)	73	3539	0	0	449	3539	1583	0	1863	0	3433	1583
Satd. Flow (RTOR)							558					175
Adj. Flow (vph)	146	1030	0	25	0	1958	624	0	0	0	709	0
Lane Group Flow (vph)	146	1030	0	0	25	1958	624	0	0	0	709	35
Turn Type	pm+pt	NA		pm+pt	pm+pt	NA	Perm	Split			Split	NA
Protected Phases	5	2		1	1	6		8	8		4	4
Permitted Phases	2			6	6		6					
Detector Phase	5	2		1	1	6	6	8	8		4	4
Switch Phase												
Minimum Initial (s)	5.0	15.0		5.0	5.0	15.0	15.0	15.0	15.0		15.0	15.0
Minimum Split (s)	11.0	21.0		11.0	11.0	22.0	22.0	22.0	22.0		22.0	22.0
Total Split (s)	14.0	127.0		11.0	11.0	124.0	124.0	22.0	22.0		40.0	40.0
Total Split (%)	7.0%	63.5%		5.5%	5.5%	62.0%	62.0%	11.0%	11.0%		20.0%	20.0%
Yellow Time (s)	4.0	4.0		4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0
All-Red Time (s)	2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0		6.0	6.0
Lead/Lag	Lead	Lag		Lead	Lead	Lag	Lag					
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes					
Recall Mode	Min	Max		Min	Max	Max	Max	None	None		Min	Min
Act Effct Green (s)	129.0	121.0		123.0	118.0	118.0					34.0	34.0
Actuated g/C Ratio	0.72	0.68		0.69	0.66	0.66					0.19	0.19
v/c Ratio	1.13	0.43		0.07	0.83	0.50					1.08	0.08
Control Delay	156.2	13.5		6.7	26.8	3.0					124.0	0.3
Queue Delay	0.0	0.0		0.0	0.0	0.0					0.0	0.0
Total Delay	156.2	13.5		6.7	26.8	3.0					124.0	0.3
LOS	F	B		A	C	A					F	A
Approach Delay		31.3				20.9						118.2
Approach LOS		C				C						F
Queue Length 50th (ft)	-109	216			6	693	21				-379	0
Queue Length 95th (ft)	#238	251			13	776	61				#485	0
Internal Link Dist (ft)		831				1205			719			553
Turn Bay Length (ft)	400				400		400					
Base Capacity (vph)	129	2406			347	2346	1237				656	444
Starvation Cap Reductn	0	0			0	0	0				0	0
Spillback Cap Reductn	0	0			0	0	0				0	0
Storage Cap Reductn	0	0			0	0	0				0	0
Reduced v/c Ratio	1.13	0.43			0.07	0.83	0.50				1.08	0.08

Intersection Summary

Cycle Length: 200

Actuated Cycle Length: 178

Lanes, Volumes, Timings

7: Lonesome Creek Trail/Spine Road & FM 1431

2022 Background + Site PM Peak w/ Improvements

Lane Group	SBR
Configurations	
Volume (vph)	32
Lane Util. Factor	1.00
Frt	
Flt Protected	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Satd. Flow (RTOR)	
Adj. Flow (vph)	35
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Recall Mode	
Act Effect Green (s)	
Actuated g/C Ratio	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
LOS	
Approach Delay	
Approach LOS	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	
<b>Intersection Summary</b>	

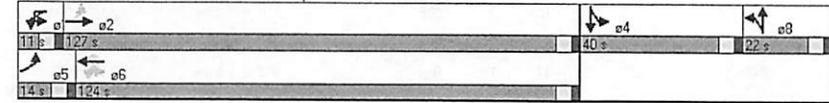
Lanes, Volumes, Timings

7: Lonesome Creek Trail/Spine Road & FM 1431

2022 Background + Site PM Peak w/ Improvements

Natural Cycle: 150  
 Control Type: Semi Act-Uncoord  
 Maximum v/c Ratio: 1.13  
 Intersection Signal Delay: 39.6  
 Intersection Capacity Utilization 90.8%  
 Analysis Period (min) 15  
 Intersection LOS: D  
 ICU Level of Service E  
 - Volume exceeds capacity, queue is theoretically infinite.  
 Queue shown is maximum after two cycles.  
 # 95th percentile volume exceeds capacity, queue may be longer.  
 Queue shown is maximum after two cycles.

Splits and Phases: 7: Lonesome Creek Trail/Spine Road & FM 1431



Lanes, Volumes, Timings

9: FM 1431 & Gated Entry #2

2022 Background + Site AM Peak w/ Improvements



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↓		↓↑	
Volume (vph)	1	2886	1544	17	18	36
Lane Util. Factor	0.95	0.95	0.95	0.95	1.00	1.00
Frt			0.998		0.911	
Flt Protected					0.983	
Satd. Flow (prot)	0	3539	3532	0	1668	0
Flt Permitted					0.983	
Satd. Flow (perm)	0	3539	3532	0	1668	0
Adj. Flow (vph)	1	3137	1678	18	20	39
Lane Group Flow (vph)	0	3138	1696	0	59	0
Sign Control		Free	Free		Stop	

Intersection Summary

Control Type: Unsignalized

Intersection Capacity Utilization 90.5%

ICU Level of Service E

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis

9: FM 1431 & Gated Entry #2

2022 Background + Site AM Peak w/ Improvements



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↓		↓↑	
Volume (veh/h)	1	2886	1544	17	18	36
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1	3137	1678	18	20	39
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1697				3258	848
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1697				3258	848
IC, single (s)	4.1				6.8	6.9
IC, 2 stage (s)						
IF (s)	2.2				3.5	3.3
p0 queue free %	100				0	87
cM capacity (veh/h)	372				7	305

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1
Volume Total	1047	2091	1119	578	59
Volume Left	1	0	0	0	20
Volume Right	0	0	0	18	39
cSH	372	1700	1700	1700	20
Volume to Capacity	0.00	1.23	0.66	0.34	2.95
Queue Length 95th (ft)	0	0	0	0	193
Control Delay (s)	0.1	0.0	0.0	0.0	1280.5
Lane LOS	A				F
Approach Delay (s)	0.0		0.0		1280.5
Approach LOS					F

Intersection Summary

Average Delay

15.4

Intersection Capacity Utilization

90.5%

ICU Level of Service

E

Analysis Period (min)

15

Lanes, Volumes, Timings  
9: FM 1431 & Gated Entry #2

2022 Background + Site PM Peak w/ Improvements

	↖	→	←	↙	↘	
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		∩∩	
Volume (vph)	3	1620	2466	55	10	25
Lane Util. Factor	0.95	0.95	0.95	0.95	1.00	1.00
Frt			0.997		0.904	
Flt Protected					0.986	
Satd. Flow (prot)	0	3539	3529	0	1660	0
Flt Permitted					0.986	
Satd. Flow (perm)	0	3539	3529	0	1660	0
Adj. Flow (vph)	3	1761	2680	60	11	27
Lane Group Flow (vph)	0	1764	2740	0	38	0
Sign Control		Free	Free		Stop	

Intersection Summary

Control Type: Unsignalized  
Intersection Capacity Utilization 79.9%  
Analysis Period (min) 15

ICU Level of Service D

HCM Unsignalized Intersection Capacity Analysis  
9: FM 1431 & Gated Entry #2

2022 Background + Site PM Peak w/ Improvements

	↖	→	←	↙	↘	
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		∩∩	
Volume (veh/h)	3	1620	2466	55	10	25
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	3	1761	2680	60	11	27
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	2740				3597	1370
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	2740				3597	1370
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	98				0	80
cM capacity (veh/h)	144				4	136

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1
Volume Total	590	1174	1787	953	38
Volume Left	3	0	0	0	11
Volume Right	0	0	0	60	27
cSH	144	1700	1700	1700	13
Volume to Capacity	0.02	0.69	1.05	0.56	2.99
Queue Length 95th (ft)	1	0	0	0	114
Control Delay (s)	1.2	0.0	0.0	0.0	1497.2
Lane LOS	A				F
Approach Delay (s)	0.4		0.0		1497.2
Approach LOS					F

Intersection Summary

Average Delay 12.7  
Intersection Capacity Utilization 79.9%  
Analysis Period (min) 15

ICU Level of Service D

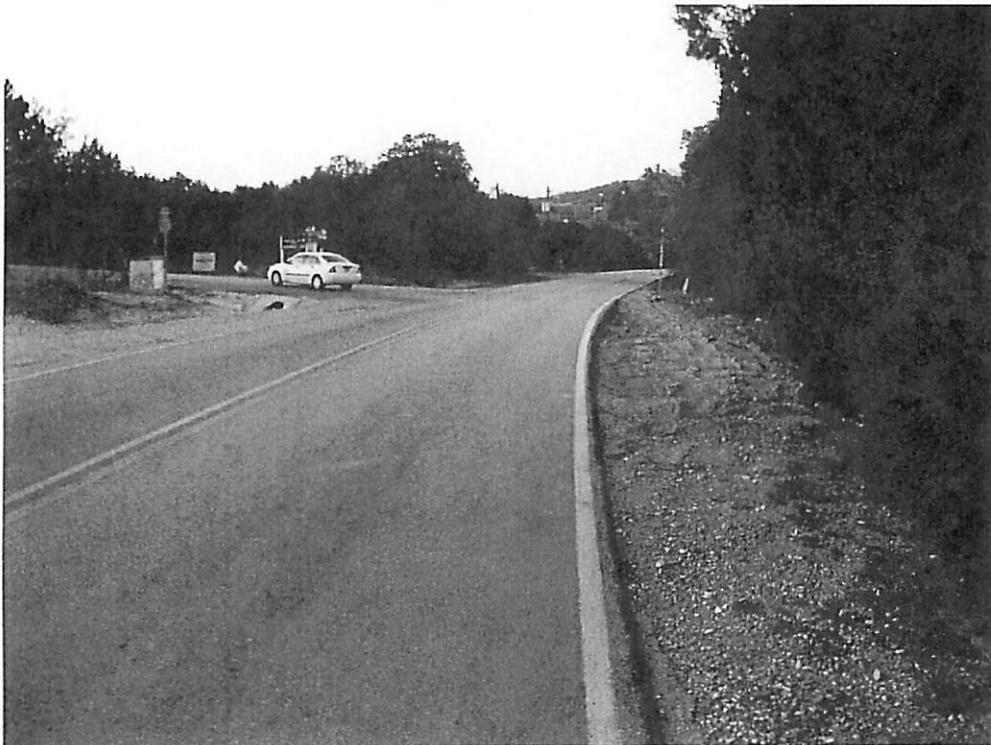
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## **APPENDIX D | Intersection Photos**

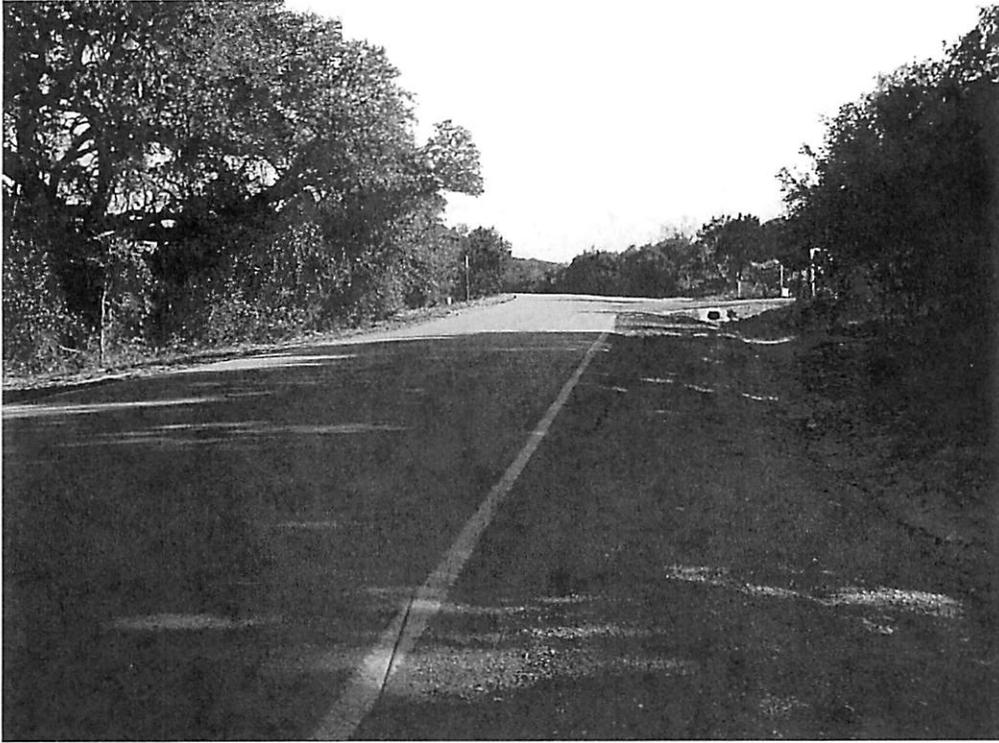
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EB Approach, Nameless at Lindeman



NB Approach, Nameless at Lindeman



SB Approach, Nameless at Lindeman



EB Approach, Nameless at FM 1431



WB Approach, Nameless at FM 1431



SB Approach, Nameless at FM 1431



EB Approach, Buck Run at FM 1431



WB Approach, Buck Run at FM 1431



NB Approach, Buck Run at FM 1431



SB Approach, Buck Run at FM 1431



EB Approach, Osage at Lakeline



WB Approach, Osage at Lakeline



NB Approach, Osage at Lakeline



SB Approach, Osage at Lakeline

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## **APPENDIX E | Cost Estimates**

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## ESTIMATE OF PROBABLE COST

ROADWAY FM 1431	ROW WIDTH 24 FT
ROAD LENGTH: 1350.00 FT	ACP WIDTH: 22 FT (21' by 2 boulevard sections)
TAPER LENGTH: 770.00 FT	BASE WIDTH: 24 FT
CURB AND GUTTER? n	EXISTING PAVEMENT: 0 FT
DESCRIPTION: Widen FM 1431 for Left-turn lanes at Spine Road	

ITEM	CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	COMMENTS
100	2002	PREPARING ROW	STA	21.20	\$ 1,680.00	\$ 35,616.00	INCLUDES REMOVALS
110	2001	EXCAVATION (ROADWAY)	CY	3,084.44	\$ 6.71	\$ 20,696.62	EST @ 2 FT DEPTH CUT LINE TO EOP
132	2003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	3,084.44	\$ 4.79	\$ 14,774.49	EST @ 2 FT DEPTH CUT LINE TO EOP
160	2003	FURNISHING AND PLACING TOPSOIL (4")	SY	471.11	\$ 1.25	\$ 588.89	BASED ON 24 FT WIDTH
164	2027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	471.11	\$ 0.25	\$ 117.78	BASED ON 24 FT WIDTH
247	-	FL BS (CMP IN PLC)(TY X GR X)(FNAL POS)	CY	1,339.71	\$ 35.00	\$ 46,889.92	BASED ON 10 IN TIMES BASE WIDTH
260	-	LIME TREATMENT	SY	4,787.31	\$ 2.50	\$ 11,968.29	BASED ON 6 IN DEPTH
316	2011	ASPH (CRS-2P)	GAL	1,484.39	\$ 4.00	\$ 5,937.56	PRIME COAT
340	2047	ACP (TY C)(2 IN)	TON	466.52	\$ 68.50	\$ 31,956.77	EST @ 0.11 TONS PER SY
340	2011	ACP (TY A)(4 IN)	TON	933.04	\$ 52.00	\$ 48,518.31	EST @ 0.22 TONS PER SY
464	-	STORM TRUNK	LF	1,350.00	\$ -	\$ -	ESTIMATED AS 36" AVERAGE TRUNK SIZE
464	-	STORM LATERALS	LF	216.00	\$ -	\$ -	ESTIMATED AS 48" OF 24" PIPE FOR EACH INET PAIR
465	-	INLETS	EA	9.00	\$ -	\$ -	ESTIMATED AS 2 INLETS PER 300 FT., NO SEPARATE JUNCTION BOXES
529	2004	CONC CURB & GUTTER (TY II)	LF	0.00	\$ 12.00		
530	2008	DRIVEWAYS (ACP)	EA	0.00	\$ 15,000.00		
531	-	SIDEWALK	SY	0.00	\$ 25.00		ASSUME 6' WIDTH
531	-	ADA RAMPS	EA	0.00	\$ 2,500.00		
<b>ROADWAY SUBTOTAL</b>						<b>\$ 217,064.62</b>	
TCP / SWPPP (8%)						\$ 17,365.17	
MOBILIZATION (5%)						\$ 10,853.23	
STRIPING (10%)						\$ 21,706.46	
OTHER COSTS(15%)						\$ 32,559.69	
<b>CONSTRUCTION SUBTOTAL</b>						<b>\$ 299,549.18</b>	
<b>CONSTRUCTION TOTAL</b>						<b>\$ 299,549.18</b>	
UTILITY RELOCATION (0%)						\$ -	
ROW ACQUISITION						\$ 129,600.00	ESTIMATED AT \$4/SF
<b>TOTAL</b>						<b>\$ 429,149.18</b>	

THIS ESTIMATE OF PROBABLE COST REPRESENTS OUR JUDGEMENT AS PROFESSIONALS FAMILIAR WITH THE ENGINEERING AND CONSTRUCTION INDUSTRY. WE CANNOT AND DO NOT WARRANT THAT ACTUAL BIDS WILL NOT VARY FROM THIS ESTIMATE. THESE ESTIMATES ARE BASED ON 2012 DOLLARS.

## ESTIMATE OF PROBABLE COST

ROADWAY FM 1431	ROW WIDTH 14 FT
ROAD LENGTH: 610.00 FT	ACP WIDTH: 12 FT (21' by 2 boulevard sections)
TAPER LENGTH: 330.00 FT	BASE WIDTH: 14 FT
CURB AND GUTTER? n	EXISTING PAVEMENT: 0 FT
DESCRIPTION: RTL on FM 1431 at Spine Road	

ITEM	CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	COMMENTS
100	2002	PREPARING ROW	STA	9.40	\$ 1,680.00	\$ 15,792.00	INCLUDES REMOVALS
110	2001	EXCAVATION (ROADWAY)	CY	803.70	\$ 6.71	\$ 5,392.85	EST @ 2 FT DEPTH CUT LINE TO EOP
132	2003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	803.70	\$ 4.79	\$ 3,849.74	EST @ 2 FT DEPTH CUT LINE TO EOP
160	2003	FURNISHING AND PLACING TOPSOIL (4")	SY	208.89	\$ 1.25	\$ 261.11	BASED ON 14 FT WIDTH
164	2027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	208.89	\$ 0.25	\$ 52.22	BASED ON 14 FT WIDTH
247	-	FL BS (CMP IN PLC)(TY X GR X)(FNAL POS)	CY	359.05	\$ 35.00	\$ 12,566.87	BASED ON 10 IN TIMES BASE WIDTH
260	-	LIME TREATMENT	SY	1,277.31	\$ 2.50	\$ 3,193.29	BASED ON 6 IN DEPTH
316	2011	ASPH (CRS-2P)	GAL	361.67	\$ 4.00	\$ 1,446.67	PRIME COAT
340	2047	ACP (TY C)(2 IN)	TON	113.67	\$ 68.50	\$ 7,786.17	EST @ 0.11 TONS PER SY
340	2011	ACP (TY A)(4 IN)	TON	227.33	\$ 52.00	\$ 11,821.33	EST @ 0.22 TONS PER SY
464	-	STORM TRUNK	LF	610.00	\$ -	\$ -	ESTIMATED AS 36" AVERAGE TRUNK SIZE
464	-	STORM LATERALS	LF	96.00	\$ -	\$ -	ESTIMATED AS 48" OF 24" PIPE FOR EACH INET PAIR
465	-	INLETS	EA	4.00	\$ -	\$ -	ESTIMATED AS 2 INLETS PER 300 FT., NO SEPARATE JUNCTION BOXES
529	2004	CONC CURB & GUTTER (TY II)	LF	0.00	\$ 12.00		
530	2008	DRIVEWAYS (ACP)	EA	0.00	\$ 15,000.00		
531	-	SIDEWALK	SY	0.00	\$ 25.00		ASSUME 6' WIDTH
531	-	ADA RAMPS	EA	0.00	\$ 2,500.00		
<b>ROADWAY SUBTOTAL</b>						<b>\$ 62,162.25</b>	
TCP / SWPPP (8%)						\$ 4,972.98	
MOBILIZATION (5%)						\$ 3,108.11	
STRIPING (10%)						\$ 6,216.23	
OTHER COSTS(15%)						\$ 9,324.34	
<b>CONSTRUCTION SUBTOTAL</b>						<b>\$ 85,783.91</b>	
<b>CONSTRUCTION TOTAL</b>						<b>\$ 85,783.91</b>	
UTILITY RELOCATION (0%)						\$ -	
ROW ACQUISITION						\$ 34,160.00	ESTIMATED AT \$4/SF
<b>TOTAL</b>						<b>\$ 119,943.91</b>	

THIS ESTIMATE OF PROBABLE COST REPRESENTS OUR JUDGEMENT AS PROFESSIONALS FAMILIAR WITH THE ENGINEERING AND CONSTRUCTION INDUSTRY. WE CANNOT AND DO NOT WARRANT THAT ACTUAL BIDS WILL NOT VARY FROM THIS ESTIMATE. THESE ESTIMATES ARE BASED ON 2012 DOLLARS.

## ESTIMATE OF PROBABLE COST

ROADWAY Nameless	ROW WIDTH 14 FT
ROAD LENGTH: 445.00 FT	ACP WIDTH: 12 FT (21' by 2 boulevard sections)
TAPER LENGTH: 270.00 FT	BASE WIDTH: 14 FT
CURB AND GUTTER? n	EXISTING PAVEMENT: 0 FT
DESCRIPTION: LTL on Nameless at FM 1431	

ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	COMMENTS
100 2002	PREPARING ROW	STA	7.15	\$ 1,680.00	\$ 12,012.00	INCLUDES REMOVALS
110 2001	EXCAVATION (ROADWAY)	CY	601.48	\$ 6.71	\$ 4,035.94	EST @ 2 FT DEPTH CUT LINE TO EOP
132 2003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	601.48	\$ 4.79	\$ 2,881.10	EST @ 2 FT DEPTH CUT LINE TO EOP
160 2003	FURNISHING AND PLACING TOPSOIL (4")	SY	158.89	\$ 1.25	\$ 198.61	BASED ON 14 FT WIDTH
164 2027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	158.89	\$ 0.25	\$ 39.72	BASED ON 14 FT WIDTH
247 -	FL BS (CMP IN PLC)(TY X GR X)(FNAL POS)	CY	269.01	\$ 35.00	\$ 9,415.25	BASED ON 10 IN TIMES BASE WIDTH
260 -	LIME TREATMENT	SY	955.93	\$ 2.50	\$ 2,389.81	BASED ON 6 IN DEPTH
316 2011	ASPH (CRS-2P)	GAL	270.67	\$ 4.00	\$ 1,082.67	PRIME COAT
340 2047	ACP (TY C)(2 IN)	TON	85.07	\$ 68.50	\$ 5,827.07	EST @ 0.11 TONS PER SY
340 2011	ACP (TY A)(4 IN)	TON	170.13	\$ 52.00	\$ 8,846.93	EST @ 0.22 TONS PER SY
464 -	STORM TRUNK	LF	445.00	\$ -	\$ -	ESTIMATED AS 36" AVERAGE TRUNK SIZE
464 -	STORM LATERALS	LF	72.00	\$ -	\$ -	ESTIMATED AS 48" OF 24" PIPE FOR EACH INET PAIR
465 -	INLETS	EA	3.00	\$ -	\$ -	ESTIMATED AS 2 INLETS PER 300 FT., NO SEPARATE JUNCTION BOXES
529 2004	CONC CURB & GUTTER (TY II)	LF	0.00	\$ 12.00		
530 2008	DRIVEWAYS (ACP)	EA	0.00	\$ 15,000.00		
531 -	SIDEWALK	SY	0.00	\$ 25.00		ASSUME 6' WIDTH
531 -	ADA RAMPS	EA	0.00	\$ 2,500.00		
<b>ROADWAY SUBTOTAL</b>					<b>\$ 46,729.10</b>	
TCP / SWPPP (8%)					\$ 3,738.33	
MOBILIZATION (5%)					\$ 2,336.46	
STRIPING (10%)					\$ 4,672.91	
OTHER COSTS(15%)					\$ 7,009.37	
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$ 64,486.16</b>	
<b>CONSTRUCTION TOTAL</b>					<b>\$ 64,486.16</b>	
UTILITY RELOCATION (0%)					\$ -	
ROW ACQUISITION					\$ 24,920.00	ESTIMATED AT \$4/SF
<b>TOTAL</b>					<b>\$ 89,406.16</b>	

THIS ESTIMATE OF PROBABLE COST REPRESENTS OUR JUDGEMENT AS PROFESSIONALS FAMILIAR WITH THE ENGINEERING AND CONSTRUCTION INDUSTRY. WE CANNOT AND DO NOT WARRANT THAT ACTUAL BIDS WILL NOT VARY FROM THIS ESTIMATE. THESE ESTIMATES ARE BASED ON 2012 DOLLARS.

## ESTIMATE OF PROBABLE COST

ROADWAY FM 1431	ROW WIDTH 14 FT
ROAD LENGTH: 0.00 FT	ACP WIDTH: 12 FT (21' by 2 boulevard sections)
TAPER LENGTH: 0.00 FT	BASE WIDTH: 14 FT
CURB AND GUTTER? Y	EXISTING PAVEMENT: 0 FT
DESCRIPTION: FM 1431 at Spine Road - Build Traffic Signal	

ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	COMMENTS
686 -	SIGNAL (NEW)	EA	1.00	\$ 170,000.00	\$ 170,000.00	BASED ON 4 APPROACHES
686 -	SIGNAL (MOD)	EA	0.00	\$ 50,000.00		
<b>ROADWAY SUBTOTAL</b>					<b>\$ 170,000.00</b>	
TCP / SWPPP (8%)					\$ 13,600.00	
MOBILIZATION (5%)					\$ 8,500.00	
OTHER COSTS(15%)					\$ 25,500.00	
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$ 217,600.00</b>	
<b>CONSTRUCTION TOTAL</b>					<b>\$ 217,600.00</b>	
UTILITY RELOCATION (0%)					\$ -	
ROW ACQUISITION					\$ -	ESTIMATED AT \$4/SF
<b>TOTAL</b>					<b>\$ 217,600.00</b>	

THIS ESTIMATE OF PROBABLE COST REPRESENTS OUR JUDGEMENT AS PROFESSIONALS FAMILIAR WITH THE ENGINEERING AND CONSTRUCTION INDUSTRY. WE CANNOT AND DO NOT WARRANT THAT ACTUAL BIDS WILL NOT VARY FROM THIS ESTIMATE. THESE ESTIMATES ARE BASED ON 2012 DOLLARS.

## ESTIMATE OF PROBABLE COST

ROADWAY Nameless	ROW WIDTH 14 FT
ROAD LENGTH: 0.00 FT	ACP WIDTH: 12 FT (21' by 2 boulevard sections)
TAPER LENGTH: 0.00 FT	BASE WIDTH: 14 FT
CURB AND GUTTER? Y	EXISTING PAVEMENT: 0 FT
DESCRIPTION: Nameless at Spine Road - Build Traffic Signal	

ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	COMMENTS
686 -	SIGNAL (NEW)	EA	1.00	\$ 140,000.00	\$ 140,000.00	BASED ON 3 APPROACHES
686 -	SIGNAL (MOD)	EA	0.00	\$ 50,000.00		
<b>ROADWAY SUBTOTAL</b>					<b>\$ 140,000.00</b>	
TCP / SWPPP (8%)					\$ 11,200.00	
MOBILIZATION (5%)					\$ 7,000.00	
OTHER COSTS(15%)					\$ 21,000.00	
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$ 179,200.00</b>	
<b>CONSTRUCTION TOTAL</b>					<b>\$ 179,200.00</b>	
UTILITY RELOCATION (0%)					\$ -	
ROW ACQUISITION					\$ -	ESTIMATED AT \$4/SF
<b>TOTAL</b>					<b>\$ 179,200.00</b>	

THIS ESTIMATE OF PROBABLE COST REPRESENTS OUR JUDGEMENT AS PROFESSIONALS FAMILIAR WITH THE ENGINEERING AND CONSTRUCTION INDUSTRY. WE CANNOT AND DO NOT WARRANT THAT ACTUAL BIDS WILL NOT VARY FROM THIS ESTIMATE. THESE ESTIMATES ARE BASED ON 2012 DOLLARS.

## ESTIMATE OF PROBABLE COST

ROADWAY Osage	ROW WIDTH 14 FT
ROAD LENGTH: 300.00 FT	ACP WIDTH: 12 FT
TAPER LENGTH: 236.00 FT	BASE WIDTH: 14 FT
CURB AND GUTTER? y	EXISTING PAVEMENT: 0 FT
DESCRIPTION: LTL on EB/WB Osage at Lakeline	

ITEM	CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	COMMENTS
100	2002	PREPARING ROW	STA	5.36	\$ 1,680.00	\$ 9,004.80	INCLUDES REMOVALS
110	2001	EXCAVATION (ROADWAY)	CY	433.48	\$ 6.71	\$ 2,908.66	EST @ 2 FT DEPTH CUT LINE TO EOP
132	2003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	433.48	\$ 4.79	\$ 2,076.38	EST @ 2 FT DEPTH CUT LINE TO EOP
160	2003	FURNISHING AND PLACING TOPSOIL (4")	SY	119.11	\$ 1.25	\$ 148.89	BASED ON 14 FT WIDTH
164	2027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	119.11	\$ 0.25	\$ 29.78	BASED ON 14 FT WIDTH
247	-	FL BS (CMP IN PLC)(TY X GR X)(FNAL POS)	CY	194.40	\$ 35.00	\$ 6,804.12	BASED ON 10 IN TIMES BASE WIDTH
260	-	LIME TREATMENT	SY	688.93	\$ 2.50	\$ 1,722.31	BASED ON 6 IN DEPTH
316	2011	ASPH (CRS-2P)	GAL	195.07	\$ 4.00	\$ 780.27	PRIME COAT
340	2047	ACP (TY C)(2 IN)	TON	61.31	\$ 68.50	\$ 4,199.51	EST @ 0.11 TONS PER SY
340	2011	ACP (TY A)(4 IN)	TON	122.61	\$ 52.00	\$ 6,375.89	EST @ 0.22 TONS PER SY
464	-	STORM TRUNK	LF	300.00	\$ -	\$ -	ESTIMATED AS 36" AVERAGE TRUNK SIZE
464	-	STORM LATERALS	LF	48.00	\$ -	\$ -	ESTIMATED AS 48' OF 24" PIPE FOR EACH INET PAIR
465	-	INLETS	EA	2.00	\$ -	\$ -	ESTIMATED AS 2 INLETS PER 300 FT., NO SEPARATE JUNCTION BOXES
529	2004	CONC CURB & GUTTER (TY II)	LF	536.00	\$ 12.00	\$ 6,432.00	
530	2008	DRIVEWAYS (ACP)	EA	0.00	\$ 15,000.00		
531	-	SIDEWALK	SY	0.00	\$ 25.00		ASSUME 6' WIDTH
531	-	ADA RAMPS	EA	0.00	\$ 2,500.00		
<b>ROADWAY SUBTOTAL</b>						<b>\$ 40,482.60</b>	
TCP / SWPPP (8%)						\$ 3,238.61	
MOBILIZATION (5%)						\$ 2,024.13	
STRIPING (10%)						\$ 4,048.26	
OTHER COSTS(15%)						\$ 6,072.39	
<b>CONSTRUCTION SUBTOTAL</b>						<b>\$ 55,865.99</b>	
<b>CONSTRUCTION TOTAL</b>						<b>\$ 55,865.99</b>	
UTILITY RELOCATION (0%)						\$ -	
ROW ACQUISITION						\$ -	NO ADD'L ROW REQUIRED
<b>TOTAL</b>						<b>\$ 55,865.99</b>	

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**EXHIBIT "F"**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

**MEMORANDUM OF DEVELOPMENT AGREEMENT –  
NAMELESS VALLEY RANCH  
(*Crystal Falls West*)**

This Memorandum of Development Agreement – Nameless Valley Ranch (“Memorandum”) is made effective as of the 3<sup>rd</sup> day of May, 2012, by **Lookout Partners, L.P.**, a Texas limited partnership (“Lookout”), and **Key-Deer Holdings, L.P.**, a Texas limited partnership (“Key”), (Lookout and Key collectively, “Owner”), each acting by its General Partner, **Morningside Land & Cattle Company, LLC**, a Texas limited liability company, and the **City of Leander, Texas** (“City”).

1. The Owner, as the owner of the property described in **Exhibit “A”** attached hereto and incorporated herein for all purposes (the “Property”), and the City executed that “Development Agreement – Nameless Valley Ranch”, dated as of May 3, 2012 (the “Agreement”), regarding the Property and its development as “**Crystal Falls West**”.
  
2. The Owner and City have certain obligations, requirements, agreements and/or rights in accordance with the terms of the Agreement.
  
3. Among other provisions, the Agreement includes definitions, requirements for development and construction and conveyance of infrastructure, and obligations that are applicable to persons that purchase or acquire any part or portion of the Property for development purposes.

4. The Agreement grants to Owner certain rights and privileges and provides requirements and conditions applicable to the planning, land use, platting, design, development and improvement of the Property.

5. Subject to conditions and limitations set forth in the Agreement, the Agreement further includes provisions for the payment of water and wastewater impact fee rebates and ad valorem tax rebate amounts to the Owner.

6. Subject to Owner undertaking and performing certain actions on or before dates provided in the Agreement, and remaining in compliance with the Owner's obligations under the Agreement, the Term of the Agreement is twenty-five (25) years.

7. This Memorandum is being filed in the Real Property Records of Travis County, Texas, to comply with Article 212.172, Local Government Code, as applicable, and in order to place third parties on notice of the existence of the Agreement, and the obligations, requirements, agreements and/or rights contained therein.

8. A fully executed, original copy of the Agreement is on file at the Office of the City Secretary of the City of Leander, Texas, 200 West Willis Street, Leander, Williamson County, Texas, or such other location to which the Office of the City Secretary may be relocated during the Term of the Agreement. All persons having an interest in the Property or otherwise having any interest in or with respect to the Agreement may examine, or obtain a copy of, the Agreement at the Office of the City Secretary of the City of Leander.

9. The provisions set forth in the Agreement are hereby incorporated into this Memorandum by reference and made a part hereof. In the event of conflict between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall govern.

Executed this the 3rd day of May, 2012, and effective as of May 3, 2012.

**OWNER:**

**Lookout Partners, L.P.,**  
by its General Partner,  
**Morningside Land &  
Cattle Company, LLC**

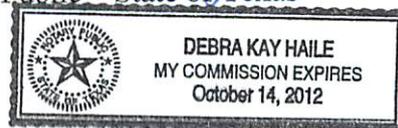
By:   
Name: William R. Hinckley  
Title: Manager

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

**BEFORE ME** the undersigned authority on this day personally appeared William R. Hinckley, Manager of Morningside Land & Cattle Company, LLC, a Texas limited liability company, the General Partner of Lookout Partners, L.P., a Texas limited partnership, who acknowledged that he is fully authorized to execute the foregoing document, and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

  
Notary Public – State of Texas



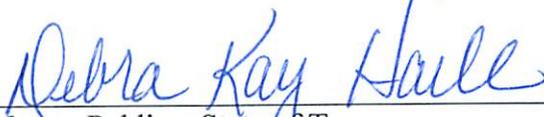
**Key-Deer Holdings, L.P.,**  
by its General Partner,  
**Morningside Land &  
Cattle Company, LLC**

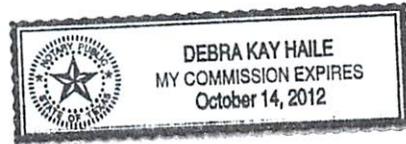
By:   
Name: William R. Hinckley  
Title: Manager

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

**BEFORE ME** the undersigned authority on this day personally appeared William R. Hinckley, Manager of Morningside Land & Cattle Company, LLC, a Texas limited liability company, the General Partner of Key-Deer Holdings, L.P., a Texas limited partnership, who acknowledged that he is fully authorized to execute the foregoing document, and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

  
Notary Public – State of Texas







Containing 2,118.6 acres of land, more or less.

**Basis of Bearing:** The angular relationship of the bearings stated hereon is the same as the deeds of record recited above. Bearings stated hereon are based on a deed compilation of all properties owned by Lookout Partners, L.P. and Key-Deer Holdings, L.P. in this area and rotated to fit the newly aligned right of way of R.M. 1431 per TxDOT right of way maps and deeds and shown to be based on the Texas Coordinate System, NAD 83, Central Zone.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

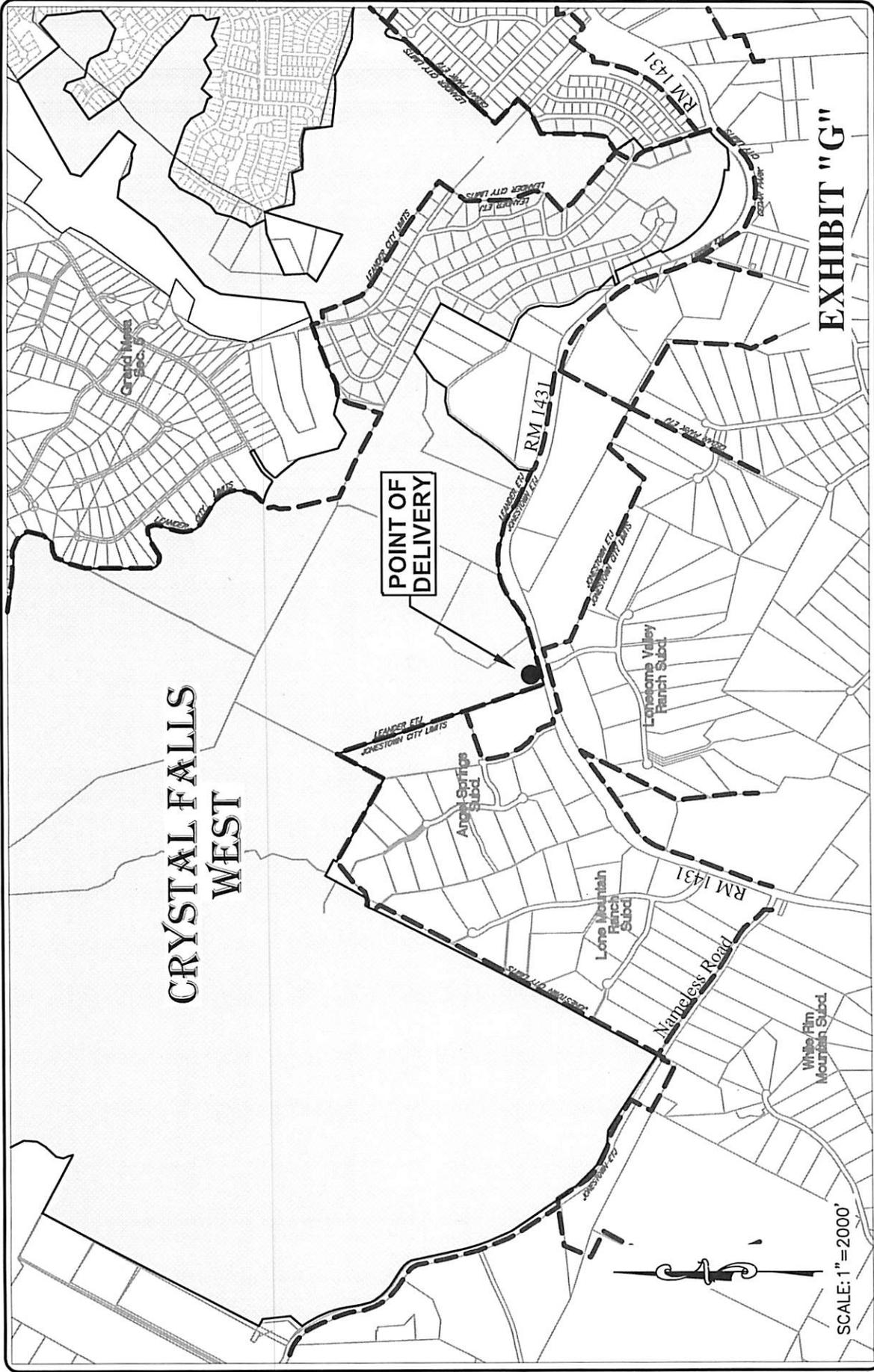


2-28-12

Aaron S. Burrell, R.P.L.S. No. 5689  
G & R Surveying, LLC  
State of Texas

G&R Surveying project no. 11211

**EXHIBIT "G"**  
**(City of Jonestown Wastewater Service Area and Point of Connection)**



**EXHIBIT "G"**

**POINT OF DELIVERY FOR  
500 LUE's OF WW SERVICE  
FOR CITY OF JONESTOWN**

**Jaco**  
Jay Engineering Company, Inc.  
Austin Texas  
Texas Registered Engineering Firm F-4780

ENGINEER  
Frank T. Phelan, P.E.

DATE  
01 - 24 - 12

DRAWN BY  
JJD

PROJECT NO.  
157-027-20

**LEGEND**

- ▭ Crystal Falls West
- City Boundaries

**CRYSTAL FALLS II™**  
*The National Alternative to Subdivisions*

**EXHIBIT "H"**  
**(Street and Sidewalk Standards)**

## ROADWAY STANDARDS

Type		ROW	Paving	Curb and Gutter	Design Speed	ADT Range	Max Grade	Max Sustained Grade	Sidewalks
Urban	Spine Road/Divided Collector	varies	2@24 log/2@27 foc	yes	40 mph	3000-8000	12%		10% Both/8 ft
		varies	2@36 log/2@39 foc	yes	40 mph	3000-8000	12%		10% Both/8 ft
Alt Urban	Osage/Neighborhood Collector	70ft.	37'PVG log/40'foc	yes	35 mph	1600-4800	12%		10% Both/5 ft
Alt Urban	East West Connector	60ft.	37'PVG log/40'foc	yes	30mph	400-1600	14%		12% Both/5ft
Alt Urban	E/W Connector Bridge	60ft.	26'PVG log/29'foc	yes	30mph	1600-4800	14%		12% Both/5ft
Alt Urban	Neighborhood Collector	70ft.	37'PVG log/40'foc	yes	30mph	1600-4800	12%		10% Both/6ft
Alt Urban	Local Residential	56ft.	33'PVG log/36'foc	yes	30mph	less than 600	15%		15% Both/4ft
Alt Urban	Local Residential	50ft.	25'PVG log/28 foc	yes	30mph	less than 600	15%		15% Both/4ft
	Private Driveways (2 to 5 houses)	30ft	20' incl ribbon curb	no	private	less than 300	15%		15% none
	Private Driveways (>5-30 houses)	30ft	26' incl ribbon curb	no	private	less than 300	15%		15% none
	Cul de Sacs <150 ft in length	50ft.r	38.5' r. PVG log/40' r. foc	yes			10%		10% both/4ft
	Cul de Sacs >150 ft in length	60ft.r	48.5' r.PVG/50' r.foc	yes			10%		10% both/4ft

- Sidewalks will only be required on one side of local streets and must provide continuity at intersections
- The City Engineer and Director of Development Services may approve cul de sac length variances in excess of 2000 ft not to exceed 3500 ft.
- Maximum of 30 units on a single outlet. Up to 70 units with approved alternative access availability
- A 50 ft ROW will be allowed for single outlet local streets exceeding 750 ft. in length provided there are fire department approved turnarounds at mid block and at the terminus.  
No islands will be allowed in the required turnarounds. Fire hydrants will be provided every 400 ft.
- Minimum clearance at fire hydrant locations on approved fire apparatus access roads shall be 26' of width for a length of 20' each way.
- Block length waivers will be administrative.
- No street lights will be required on local streets or private drives.
- Up to 10 flag lots will be allowed from one street with a minimum of 10 ft in width at the flag. Driveway access must come from the point at which the flags connect to street unless otherwise approved by the Director of Development Services and City Engineer on a case by case basis.
- Private driveways exceeding 750 ft will require approved fire department turn-arounds at mid-block and and at the terminus. Fire hydrant locations may require spacing less than 400 ft. as determined by the Fire Department
- Private driveways in excess of 1500 ft. accessing more than 5 lots may require additional turnarounds as determined by the Fire Department. Fire hydrant locations may require spacing less than 400 ft. as determined by the Fire Department

**EXHIBIT "H"**

**EXHIBIT "I"**  
**(Wastewater Force Main and Reclaimed Water Line Alignment)**

# Wastewater Forced Main and Reclaimed Waterline Alignment

— ALIGNMENT

CRYSTAL FALLS WEST TRACT

PLANT SITE

1" = 1,880'



Jay Engineering Company, Inc.  
 P.O. Box 1220  
 Leander, Texas 78646-1220  
 Tel. (512) 259-3582 Fax. (512) 259-0218  
 Texas Registered Engineering Firm F-1750

Exhibit "I"

ENGINEER FRANK T. PHELAN, P.E.	DATE 03-23-12	DRAWN BY FTP	PROJECT NO. 157-027-29	DRAWING NO. 1 of 1
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