



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



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

Thursday ~ April 17, 2014 at 7:00 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, 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 designating April 13th thru April 19th as National Public Safety Telecommunications Week *Sponsored by Lieutenant Jackson Mitchell*

**CONSENT AGENDA: ACTION**

6. Approval of the minutes: April 3, 2014
7. Acceptance of a Trail Grant from Texas Parks & Wildlife
8. Consider a License Agreement with Travisso, Ltd. for the installation and maintenance of irrigation within the City right-of-way.
9. Second Reading of an ordinance on Zoning Case #13-Z-028: amending Ordinance #05-018, the Composite Zoning Ordinance 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, Leander Williamson County, Texas
10. Second Reading of an ordinance 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
11. Second Reading of 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 No. 11-007-00
12. Authorize amendment to the Contract for Solid Waste Collection, Disposal and Recycling Services with Al Clawson Disposal, Inc.

**PUBLIC HEARING: ACTION**

13. **Public Hearing** on Subdivision Case #13-CP-010: Consider the Marbella Concept Plan, for 85.28 acres, more or less generally located  $\frac{3}{4}$  of a mile east of the intersection of Hwy 183A and RM 2243, adjacent to the south side of RM 2243, Williamson County, Texas  
*Applicant: Brian Birdwell on behalf of NK Land Investment, LLC, Weldon Stephen Walker and Tammy Walker*

**Action** on Subdivision Case #13-CP-010: Marbella Concept Plan, Williamson County, Texas

14. **Public Hearing** on Subdivision Case #14-CP-001: Consider Stewart Crossing Concept Plan, for 66.2 acres, more or less, generally located 1,000 feet to the east of the northeast corner of the intersection of 183A Toll Road and E. Woodview Drive, Leander, Williamson County, Texas

**Action** on Subdivision Case #14-CP-001: Stewart Crossing Concept Plan, Leander, Williamson County, Texas

15. **Public Hearing** on Zoning Case #14-Z-006: Consider a zoning change 13.385 acres, more or less, for several tracts of land located to the west of the western terminus of Osage Drive in the Bluffs at Crystal Falls Subdivision from SFU-2-B, Single Family Urban, SFS-2-B, Single Family Suburban, and SFC-2-B, Single Family Compact to SFU-2-B, Single Family Urban, SFS-2-B, Single Family Suburban and SFC-2-B, Single Family Compact, Leander, Travis County, Texas  
*Applicant: Sam Kiger on behalf of Taylor Morrison at Crystal Falls, LLC*

**Action** on Zoning Case #14-Z-006: amending Ordinance #05-018, the Composite Zoning Ordinance for several tract of land located to the west of the western terminus of Osage Drive in the Bluffs at Crystal Falls Subdivision, Leander, Williamson County. Texas

**REGULAR AGENDA**

16. 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
17. Consider approval of the second amendment to the Facilities Agreements for Travis County Municipal Utility Districts 19, 20 and 21
18. Consider action to approve the assignment of the Development and Annexation Agreement with RMD Holdings, LP to Ewing Development Company, LLC.

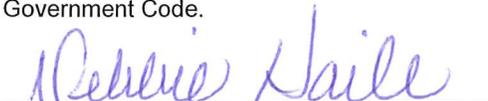
**EXECUTIVE SESSION**

19. Convene into Executive Session pursuant to Section 551.072, Texas Government Code, to consider the acquisition and value of real property
20. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the acquisition and value of real property

21. Consider a Resolution authorizing the Brushy Creek Regional Utility Authority to enter into a Purchase Contract with the Lower Colorado River Authority for acquisition of a 1.685 acre pumping station, a 0.802 acre temporary construction easement and two subsurface easements totaling 3.554 acres out of a portion of Sandy Creek Park
22. Council Members Closing Statements
23. 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 11th day of April, 2014 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

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



# *Proclamation*

**WHEREAS**, April 13th thru April 19th is designated as National Public Safety Telecommunications Week; and

**WHEREAS**, emergencies can occur at anytime and the prompt response of police personnel is critical to the protection of life and preservation of property; and

**WHEREAS**, the first and most critical contact our citizens have with emergency services is the Leander Police Communications Center, and the safety of the public and the responding emergency personnel is dependant upon the quality and accuracy of information obtained; and

**WHEREAS**, Public Safety Telecommunicators are the single vital link for our police officers by monitoring their activities by radio, providing them information, and having contributed substantially to the safety of the public; and

**WHEREAS**, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

**NOW THEREFORE**, I, Mayor Chris Fielder and the Leander City Council call upon all citizens of our community to recognize the week of April 13th – April 19th, 2014, as

## **“National Public Safety Telecommunications Week”**

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Leander to be affixed.

Attest:

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

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



**MINUTES  
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

**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**

**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)*

**Council left Pat Bryson for the tour at 5:30 pm**

**Council returned from the tour at 6:40 pm**

**7:00 pm**

1. Open meeting, Invocation, Pledges of Allegiance

**Mayor Fielder opened the meeting at 7:02 pm and welcomed those in attendance**

**Mayor Fielder delivered the invocation**

2. Roll Call  
**All present**

3. Staff Comments:

**Bill Gardner, Fire Chief spoke about the Blackboard Notifications System that will go in  
Affect on Friday April 4, 2014**

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*

**Council Member Garcia read the Proclamation**

**Maria Watts was presented the Proclamation from the Council**

**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

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

<b>PUBLIC HEARING: NO ACTION</b>
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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.

**Tom Yantis, Director of Development Services explained  
Larry Gilbreath 13303 RR 2243 – spoke against**

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.

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

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.

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

**Kevin Shuff, 41 Fair Oaks St. – spoke against  
John Sommerfeld, 101 Windemere West – spoke against**

**PUBLIC HEARING: ACTION**

17. **Public Hearing** on extension of the term of a franchise for AI Clawson Disposal, Inc. to provide Recycling and Solid Waste collection and disposal services within the City of Leander.  
**Robert Powers, Finance Director explained**

**Rick Fraumann – Texas Disposal System – asked City to not extend contract**  
**Tanya Clawson – AI Clawson Disposal – gave council an update on recycling**

**Action** on an Ordinance Extending the Term of a Franchise Granted to AI Clawson Disposal, Inc. to Provide Recycling And Solid Waste Collection And Disposal Services Within The City Of Leander; Under Ordinance Number 11-007-00

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

18. **Public Hearing** on Zoning Case #13-Z-027: 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*  
**Tom Yantis, Director of Development Services explained**  
**Mark Baker, applicant gave a presentation**

**Action** on Zoning Case #13-Z-027: 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

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

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*  
**Tom Yantis, Director of Development Services explained**  
**Blake Magee, applicant gave a presentation**

**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

**Motion made by Council Member Navarrette to approve with recommendations from P&Z Commission. Second by Council Member Garcia. Motion passes, all voting “aye”**

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

**William Bonnell, 1007 Tanglewood – expressed his concerns with the zoning request**

**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

**Motion made by Council Member Garcia to approve. Second by Council Member Siebold.**

**Motion passes, all voting “aye”**

**Mayor Fielder called for a recess at 8:00 pm**

**Council reconvened at 8:10 pm**

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

**Mike Siefert with Lookout Group gave a presentation**

**Haley Farmer, 1812 Western Justice – spoke against**

**Brian Stevens, 2717 Sun Mountain Drive – spoke against**

**Thomas Bertone 1812 Cross Draw, - did not speak but is against the zoning**

**Debbie Schmidt 1816 Buffalo Speedway – against**

**Todd Bourgeois 1700 Trustworthy – spoke against**

**Laura Yambrick 1908 Western Justice – spoke against**

**Carl C. Norman 1821 Cross Draw Trail – spoke against**

**Sally King 2708 Sun Mountain Drive – spoke against**

**Skip Jones, 2708 Sun Mountain Drive – spoke against**

**Judy Irish, 2709 Sun Mountain Drive – spoke against**

**Steve Brand 1902 Alamo Bound – spoke for**

**Steve Kovacs 2628 Homecoming – spoke against**

**Allie Paw, 2237 Pow Wow – spoke against**

**Action** on Zoning Case #13-Z-025: 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

**Motion made by Council Member Siebold to deny. Second by Council Member Garcia .**

**Motion fails to deny the request, with Council Member Lynch, Dishongh, Navarrette and Mayor Fielder voting against the denial.**

**Motion made by Council Member Lynch to approve with an additional sidewalk through the property for pedestrians and to lower the square footage to 5000 sq. ft. for the building and the height of building to be less than 26 ft. Second by Council Member Navarrette.**

**Substitute motion by Council Member Siebold to table this item until first meeting in May. Second by Council Member Garcia. Motion passes, 5 to 1 with Council Member Lynch voting against.**

**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  
**Tom Yantis, Director of Development Services explained**  
  
**Motion made by Council Member Garcia to approve. Second by Council Member Siebold.  
Motion passes, all voting “aye”**
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.  
**Tom Yantis, Director of Development Services explained**  
  
**Mona-Lee D'Aunno 409 Mt. Laurel Drive, Cedar Park – spoke for**  
  
**Motion made by Mayor Pro Tem Dishongh to direct staff to continue to explore other cities rules for mobile food vendors and the use of city property. Second by Council Member Lynch  
Motion passes, all voting “aye”**
24. Consider action to approve a reimbursement agreement with Catalina Ranch, LLC for the oversizing of a wastewater line  
**This item was pulled by the applicant**
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  
**This item was pulled by the applicant**
26. Consider approval of the third amendment to the Nameless Valley Ranch Development Agreement  
**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”**
27. Council Members Closing Statements  
**Council members gave their closing statements**
28. Adjournment  
**With there being no further business, the meeting adjourned at 10:22 pm**

Attest:

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

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



**Executive Summary**

**April 17, 2014**

**Subject:** Consider Acceptance of a Trail Grant from Texas Parks & Wildlife

**Background:** In May 2013 the City was awarded a \$56,000 grant to extend the North Branch Brushy Creek Trail 2,000 linear feet to the eastern boundary of Benbrook Park. Trail work is included in the first phase of the baseball complex construction to be built this year. The local match for the project is \$14,000 and the funds are part of the baseball complex improvement project for the park.

When complete, the North Branch Brushy Creek Trail will connect to the trail being constructed by the Oak Creek Development that was recently approved by the Council. The Oak Creek Development will dedicate approximately 26-acres of public parkland and construct an additional 3,000 linear feet of the North Branch Brushy Creek Trail.

**Financial Consideration:** \$14,000 local match (Parkland Dedication Fund 75-23-9000 \$14,000)

**Recommendation:** Staff respectfully requests Council approval to accept the Texas Parks & Wildlife Trail Grant and authorized the City Manager to execute the grant agreement.

**Attachments:** Grant Agreement

**Prepared by:** Stephen Bosak, Parks & Recreation Director

TEXAS PARKS AND WILDLIFE DEPARTMENT  
NATIONAL RECREATIONAL TRAILS FUND AGREEMENT

This agreement between Texas Parks and Wildlife Department, Recreational Trails Program (hereinafter TPWD) and City of Leander (hereinafter Sponsor) for construction of recreational trail improvements in Williamson County, Texas is made under Texas Recreational Trails Fund.

BACKGROUND

The TPWD Recreational Trails Program, which administers the Texas Recreational Trails Fund (hereinafter TRTF) made available under the National Recreational Trails Act (hereinafter The Act), awards reimbursement-type grants to eligible public entities and private organizations to be used on trails and trail-related projects. To be eligible, the project must have been planned and developed under existing federal and state laws, and all related policies and administrative procedures; and

The City of Leander, eligible under The Act, made a grant application for a suitable trail project and was awarded a TRTF grant.

THEREFORE, for and in consideration of the mutual covenants and benefits hereof, TPWD and the Sponsor hereby agree as follows:

TERMS

Sponsor will construct 2000 linear feet +/- of recreational trail and footbridge at the North Branch Brushy Creek Trail in accordance with approved plan (hereinafter the Project) by June 30, 2017.

While doing any work under the terms of this agreement, Sponsor will adhere to all requirements established for the National Recreational Trails Fund including those set out in Procedural Guidelines, Project Development and Grant Reimbursement Procedures, and Acquisition Project Procedures and by the signature of its authorized agent below asserts that it had read all of the foregoing requirements.

The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color, national origin, age, sex or disability.

Sponsor will properly and adequately maintain the Project for at least 20 years so that it is available and safe for use by the public.

TPWD and Sponsor agree that the total cost of the Project is Seventy Thousand Dollars (\$70,000) and that reimbursement to Sponsor for work performed under this agreement will not exceed Eighty Percent (80%) of the project cost up to the grant funds approved, Fifty-Six Thousand Dollars (\$56,000). Sponsor will be paid up to \$56,000 after submitting acceptable billings to TPWD for approved work.

Sponsor may begin construction only after execution of this agreement. Any costs incurred prior to the agreement being signed by both parties are not eligible for reimbursement.

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to the Texas Parks and Wildlife Department. The performance period of this contract may be extended by mutual agreement of both parties.

Sponsor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Sponsor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sponsor and the requirement to cooperate is include in any subcontract it awards.

This agreement is effective upon execution by the Department.

**TEXAS PARKS AND WILDLIFE DEPARTMENT**

**CITY OF LEANDER**

by  \_\_\_\_\_

by \_\_\_\_\_

Sponsor

Tim Hogsett, Director, Recreation Grants Branch

Name and Title

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Date

4-9-14

SAM Date \_\_\_\_\_



**Executive Summary**

**April 17, 2014**

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**Agenda Subject:** Consideration of a License Agreement for the installation and maintenance of irrigation within the City right-of-way.

**Background:** The Trivisso, Ltd has requested a license agreement to allow them to install and maintain the irrigation, hardscape including entry monuments, walls, and structures; decorative street lights and street signs within City right-of-way of Trivisso Parkway and Venezia View as shown in the attached exhibits.

**Origination:** Applicant: Adib Khoury, Vice President (TMC Trivisso GP, LLC) on behalf of the Trivisso, Ltd.

**Financial Consideration:** None

**Recommendation:** Staff recommends approval of the proposed license agreement.

**Attachments:**

1. License Agreement
2. Exhibits

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

04/10/2014

## **LICENSE AGREEMENT**

The City of Leander, Texas a municipal corporation and political subdivision of the State of Texas situated in Travis & Williamson Counties, Texas (“the City” or “Licensor”), and the Trivisso, Ltd, a Texas limited partnership, (“Licensee”) enter into this License Agreement (“Agreement”) on this the 17<sup>th</sup> day of April, 2014 upon the terms and conditions set forth below.

**I. PURPOSE OF LICENSE AGREEMENT.** The City grants to Licensee permission to use the licensed property for the following purposes only:

Construction, installation, and maintenance of the following improvements for the Trivisso Subdivision (the “Subdivision”) located in the rights-of-way of Trivisso Parkway and Venezia View, Leander, Travis County, Texas being: (1) landscaping; (2) landscape lighting; (3) irrigation system for landscaping; (4) hardscape to include entry monuments, walls, and structures; (5) entry and community signage; (6) decorative streetlights; and (7) decorative street signs that comply with the Texas Manual on Uniform Traffic Control Devices (TMUTCD); hereinafter referred to as the “Improvements”. The locations of the rights-of-way containing the Improvements are more particularly shown in Exhibit “A” attached hereto and incorporated herein for all purposes.

The above-described properties, hereinafter referred to as the “licensed property”, are further shown in Exhibit “A” attached to this Agreement and incorporated by reference for all purposes.

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that: (A) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (B) that all construction and installation of the Improvements will be completed in a timely manner without delay; (C) the Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City; and (D) any Improvements located in the City’s right-of-way shall be subject to City approval prior to placement and installation. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

**II. FEE.** No annual fee shall be due in connection with this Agreement.

**III. THE CITY'S RIGHTS TO LICENSED PROPERTY.** This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property.

Said uses of the licensed property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the licensed property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

**IV. INSURANCE.** Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall include the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and property within the licensed area. Licensee shall be responsible for any deductibles stated in the policy. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the effective date of this Agreement.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

**V. INDEMNIFICATION.** Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction or maintenance of the Improvements or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's act of entering into this Agreement shall not be deemed to be a "negligent or willful act."

## **VI. CONDITIONS.**

A. Licensee's Responsibilities. Licensee will be responsible for any damage to or repair of the Improvements. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the licensed property and the Improvements in good

condition and making any necessary repairs to the Improvements at its expense.

C. Modification of Improvements. Licensee agrees that modification of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to modification of the Improvements shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this agreement.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this Agreement.

**Licensee Address**

Travisso, Ltd  
Attention: Heath Melton  
11200 Lakeline Blvd  
Austin, TX, 78717

**Licensor Address**

City of Leander  
Attention: City Manager  
P.O. Box 319  
Leander, Texas 78641

**VII.COMMENCEMENT AND TERMINATION.**This Agreement shall begin with the effective date and continue thereafter for so long as Licensee is constructing or maintaining the Improvements as set forth herein. If Licensee abandons construction or maintenance of all or any part of the Improvements or licensed property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made and shall have the right to enter the licensed property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

**VIII. TERMINATION.**

A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all installations, other than the Improvements, that it made from the licensed property within the thirty day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

B. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

1. The licensed improvements, or a portion of them, interfere with the City's right-of-way;

2. Use of the right-of-way area becomes necessary for a public purpose;
3. The licensed improvement, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such improvements;
4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

**IX. EMINENT DOMAIN.** If eminent domain is exerted on the licensed property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

**X. INTERPRETATION.** Although drawn by the City, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

**XI. APPLICATION OF LAW.** This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

**XII. VENUE.** Venue for all lawsuits concerning this Agreement will be in the \_\_\_\_\_ County, Texas.

**XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT.** This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

**XIV. ASSIGNMENT; HOMEOWNER'S ASSOCIATION.** (a) Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld.

(b) The City Manager may approve an assignment, sublease, or transfer of interest in this Agreement to a home owner's association for the Subdivision (the "HOA") that meets the requirements of this paragraph. The HOA must have been legally established; maintenance obligations for the Improvements must have been assigned to the HOA; and the HOA must have a binding, continuing responsibility for the maintenance and operation of the Improvements and shall establish adequate funding for such maintenance and operation. The HOA's maintenance

obligation shall be noted on the plat for the Subdivision and in the restrictive covenants filed of record for the Subdivision in a form that is acceptable to the City. The restrictive covenants shall provide for a monthly or annual assessment sufficient to fund the maintenance and operation of the Improvements, shall give the City the authority to judicially enforce the covenants requiring adequate assessments to be made and collected and the streets to be maintained and repaired; and shall provide for the City to recover any attorney's fees and expenses incurred in judicial enforcement; provided that nothing herein shall obligate the City to maintain and repair the Improvements. This Agreement may not be assigned, sublet, or transferred until the Licensee or the HOA submits proof to the City of compliance with this paragraph and the insurance requirements under this Agreement. Subject to compliance with this paragraph and the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

**ACCEPTED**, this the 17<sup>th</sup> day of April, 2014.

**LICENSOR: CITY OF LEANDER, TEXAS**

By: \_\_\_\_\_  
Name: Kent Cagle  
Title: City Manager

**LICENSEE: \_\_\_\_\_**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE STATE OF TEXAS §**  
**COUNTY OF \_\_\_\_\_ §**

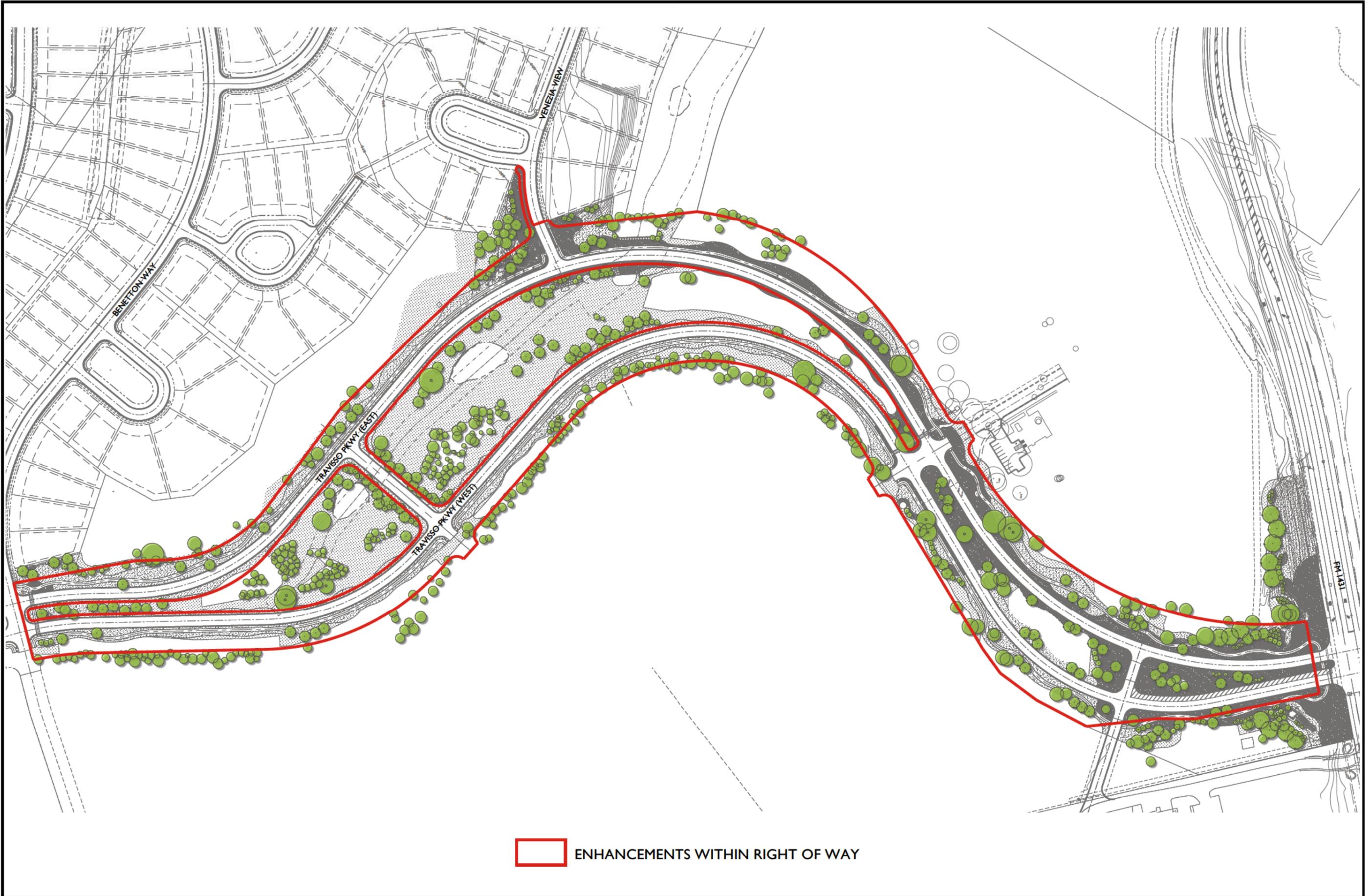
This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Kent Cagle, City Manager for the City of Leander, Texas, on behalf of the City.

\_\_\_\_\_  
Notary Public - State of Texas

**THE STATE OF TEXAS §**  
**COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on this the \_\_\_\_ day \_\_\_\_\_ of , 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of the \_\_\_\_\_, on behalf of said entity.

\_\_\_\_\_  
Notary Public - State of Texas



 ENHANCEMENTS WITHIN RIGHT OF WAY

**Travisso**  
Leander, Texas

**LANDSCAPE ENHANCEMENTS - TRAVISSO PARKWAY**

SCALE: 1" = 80'  
0 40 80 160  
DATE: 02-27-2014 

712 Congress Avenue, Suite 300  
Austin, TX 78701  
Tel: (512) 480-0032 Fax: (512) 480-0617  
www.rvplanning.com  
**rvpl**  
planning • landscape architecture

All information furnished regarding this property is from sources deemed reliable. However, RVI has not made an independent investigation of these sources and no warranty or representation is made by RVI as to the accuracy thereof and users are advised to verify, examine, 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.





**Executive Summary**

**April 17, 2014**

- 
- Agenda Subject:** Zoning Case 13-Z-028: 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 final 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. The City Council unanimously approved the Planning & Zoning Commission recommendation at the April 03, 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
- 04/04/2014



## 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:

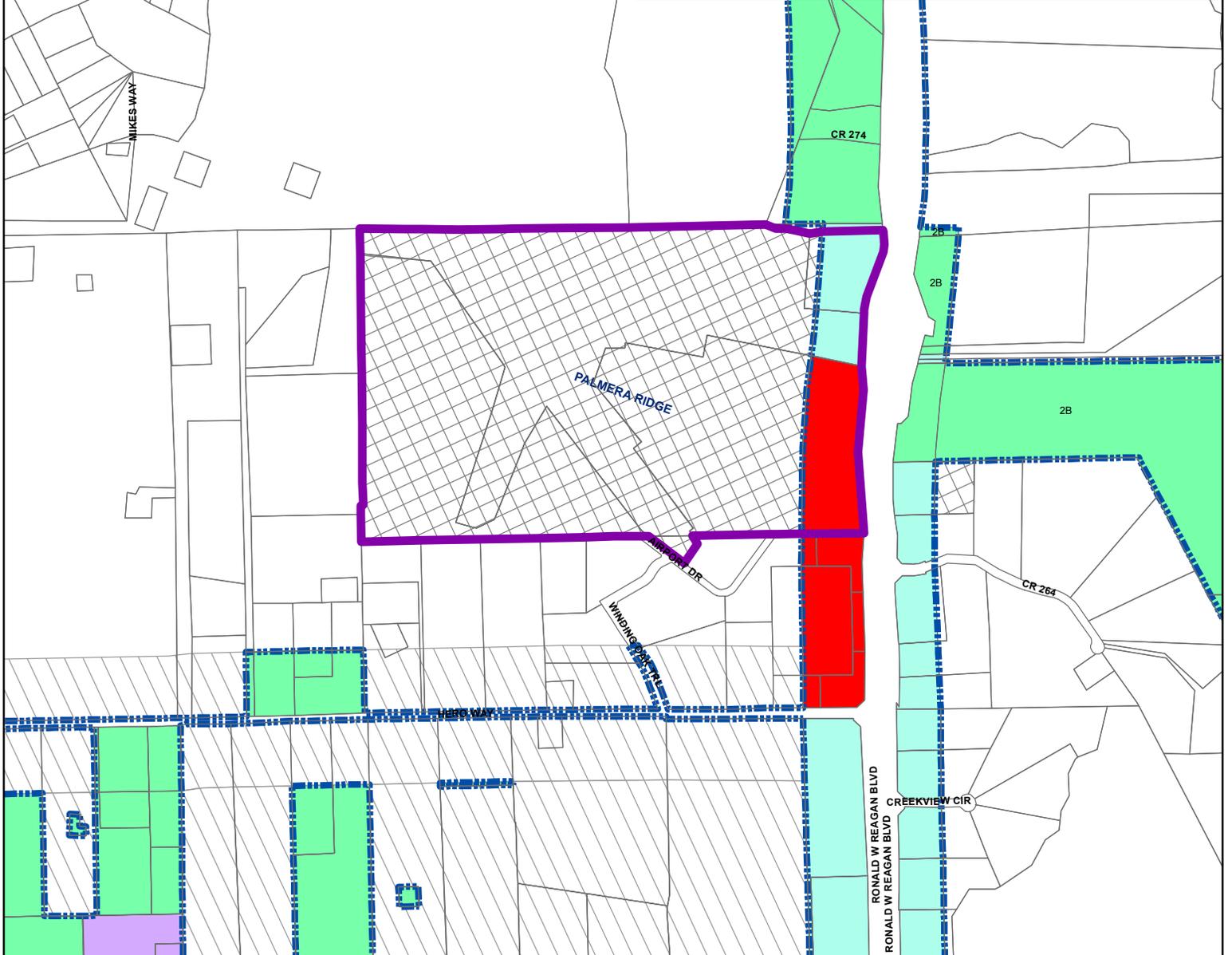
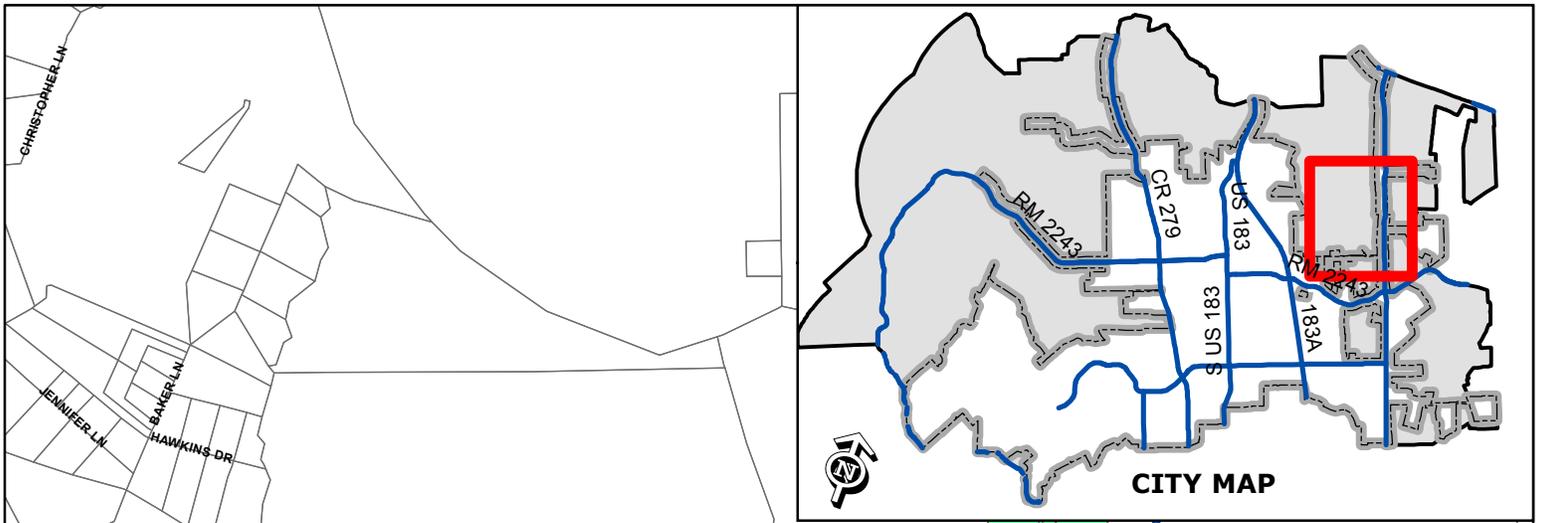
1. Construction of a six (6') foot decorative wall along the collector streets of the project.
2. Construction of a native landscaping in the wet pond at the entry of the subdivision off of Ronald W. Reagan Blvd.
3. Use of the Type A architectural component on the residential portion of the project. 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**

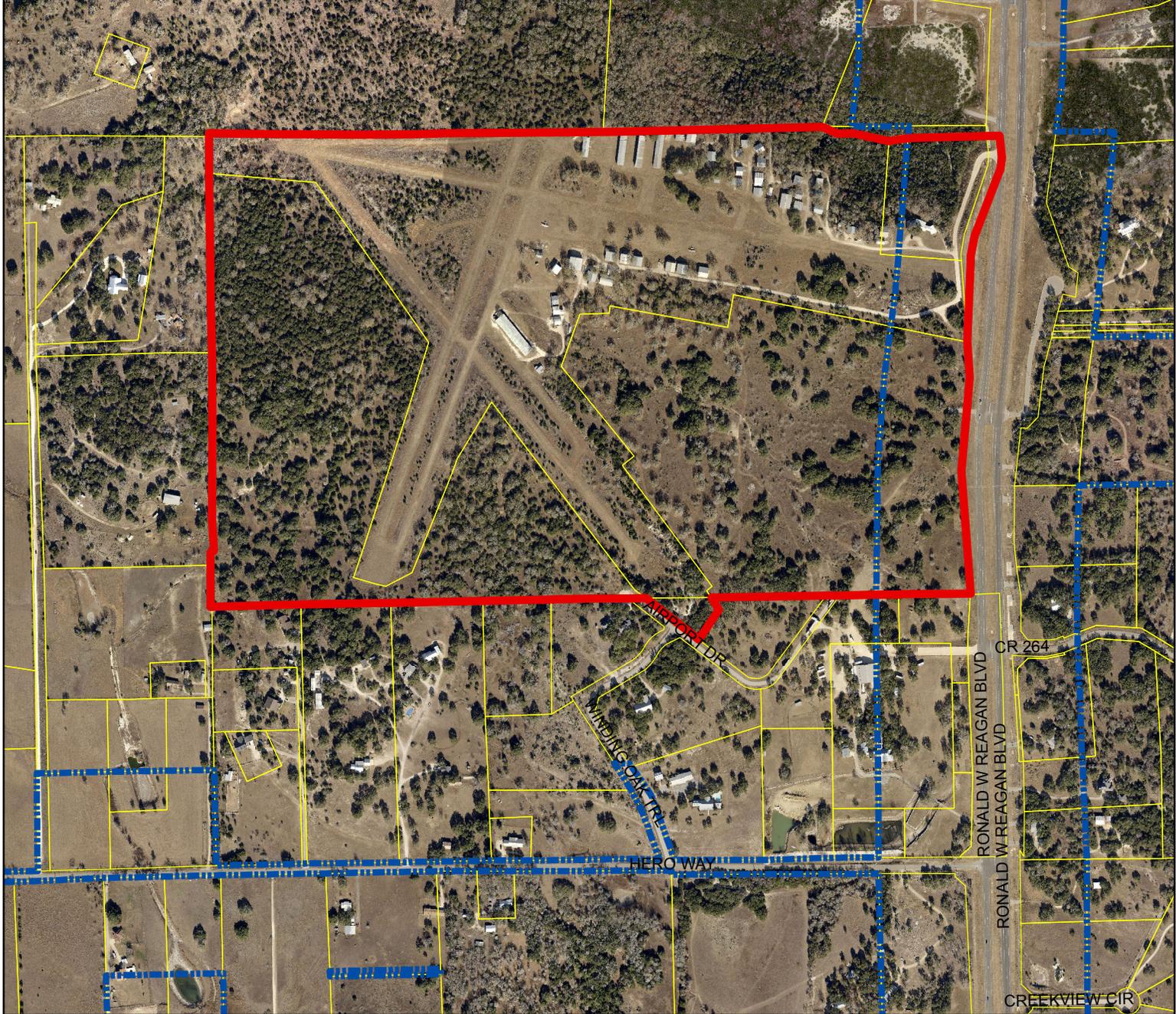
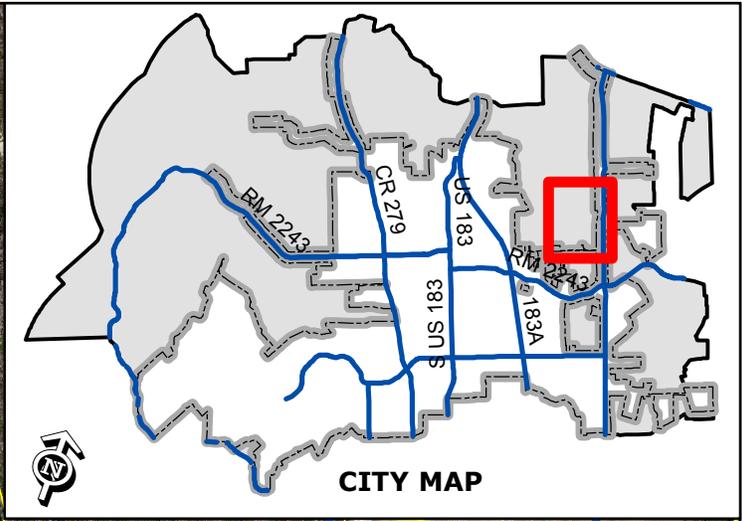
Current Zoning Map  
Palmera Ridge PUD



-  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     |   |

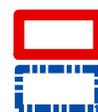




### ZONING CASE 13-Z-028 Attachment #3

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



# 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.



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), INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN), AND INTERIM SFR-1-B (SINGLE-FAMILY RURAL) 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 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.

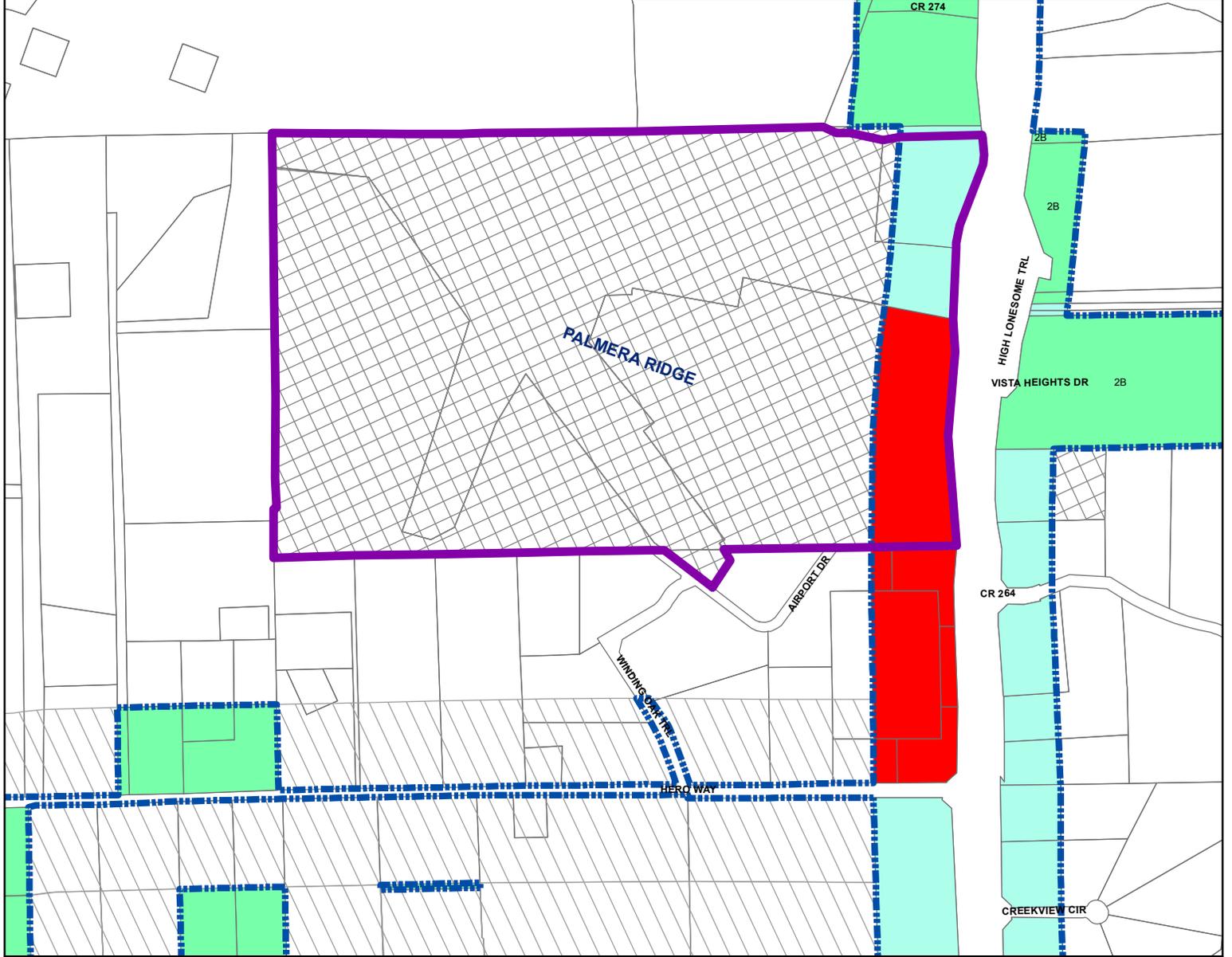
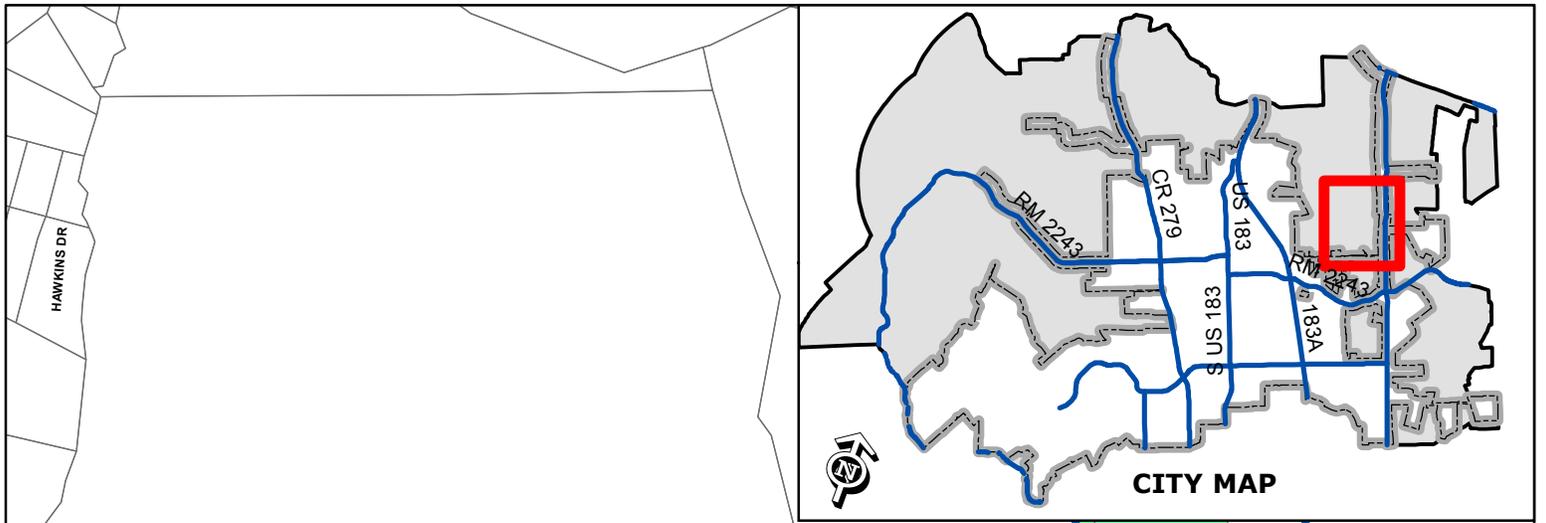
**PASSED AND APPROVED** on First Reading this the 3<sup>rd</sup> day of April, 2014.  
**FINALLY PASSED AND APPROVED** on this the 17<sup>th</sup> day of April, 2014.

**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
-  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     |   |
- 0 200 Feet

**Table A: Mixed Use**

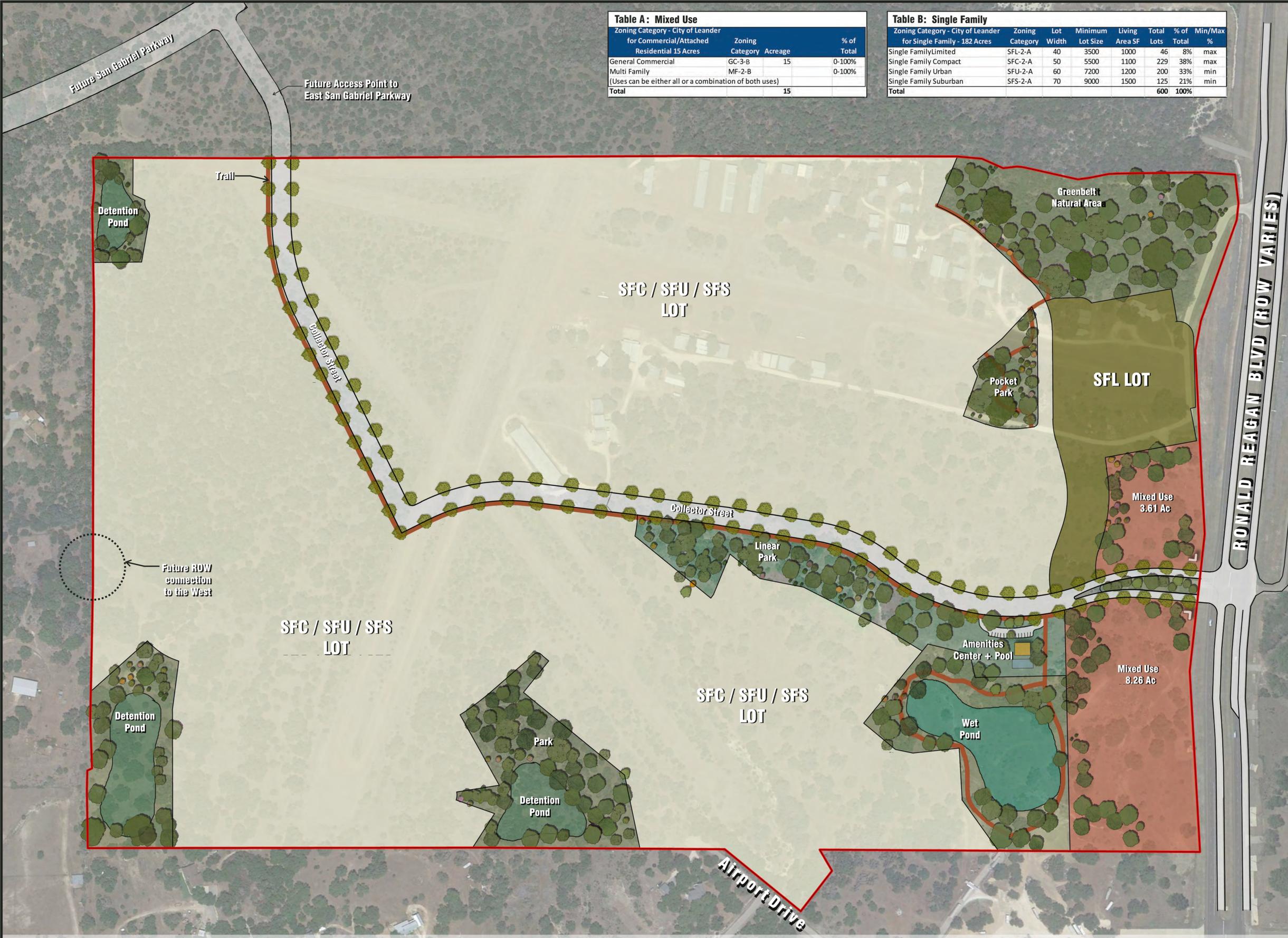
Zoning Category - City of Leander for Commercial/Attached Residential 15 Acres	Zoning Category	Acreage	% of Total
General Commercial	GC-3-B	15	0-100%
Multi Family	MF-2-B		0-100%
(Uses can be either all or a combination of both uses)			
<b>Total</b>		<b>15</b>	

**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.
  - 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 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**

April 10, 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.



**Executive Summary**

**April 17, 2014**

- 
- Agenda Subject:** Zoning Case #14-Z-005: 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 final 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. The City Council unanimously approved the Planning & Zoning Commission recommendation at the April 3, 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
- 04/03/2014



## 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.

**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.
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- (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:**

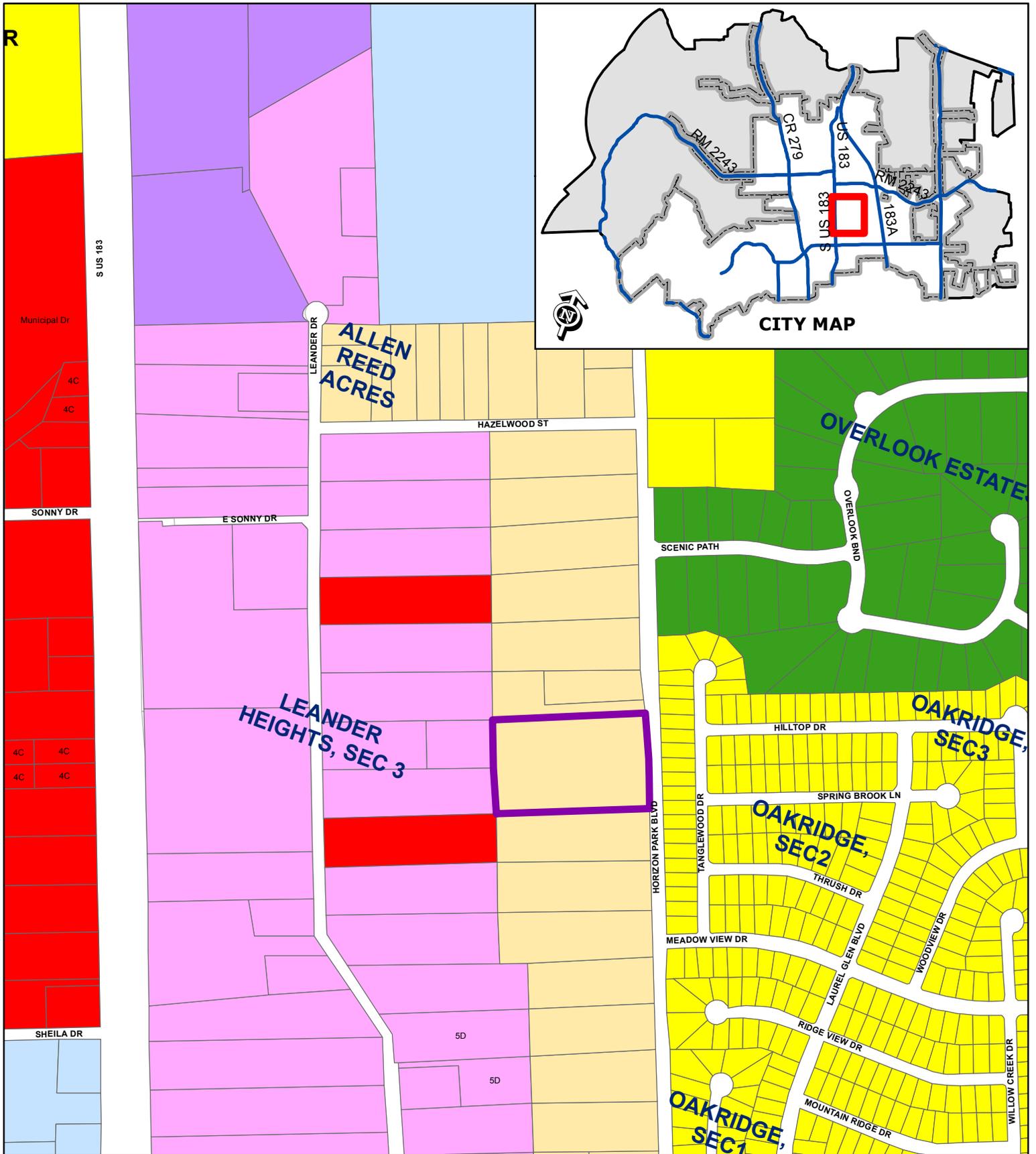
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#### **STAFF RECOMMENDATION:**

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

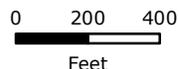
## Attachment #2

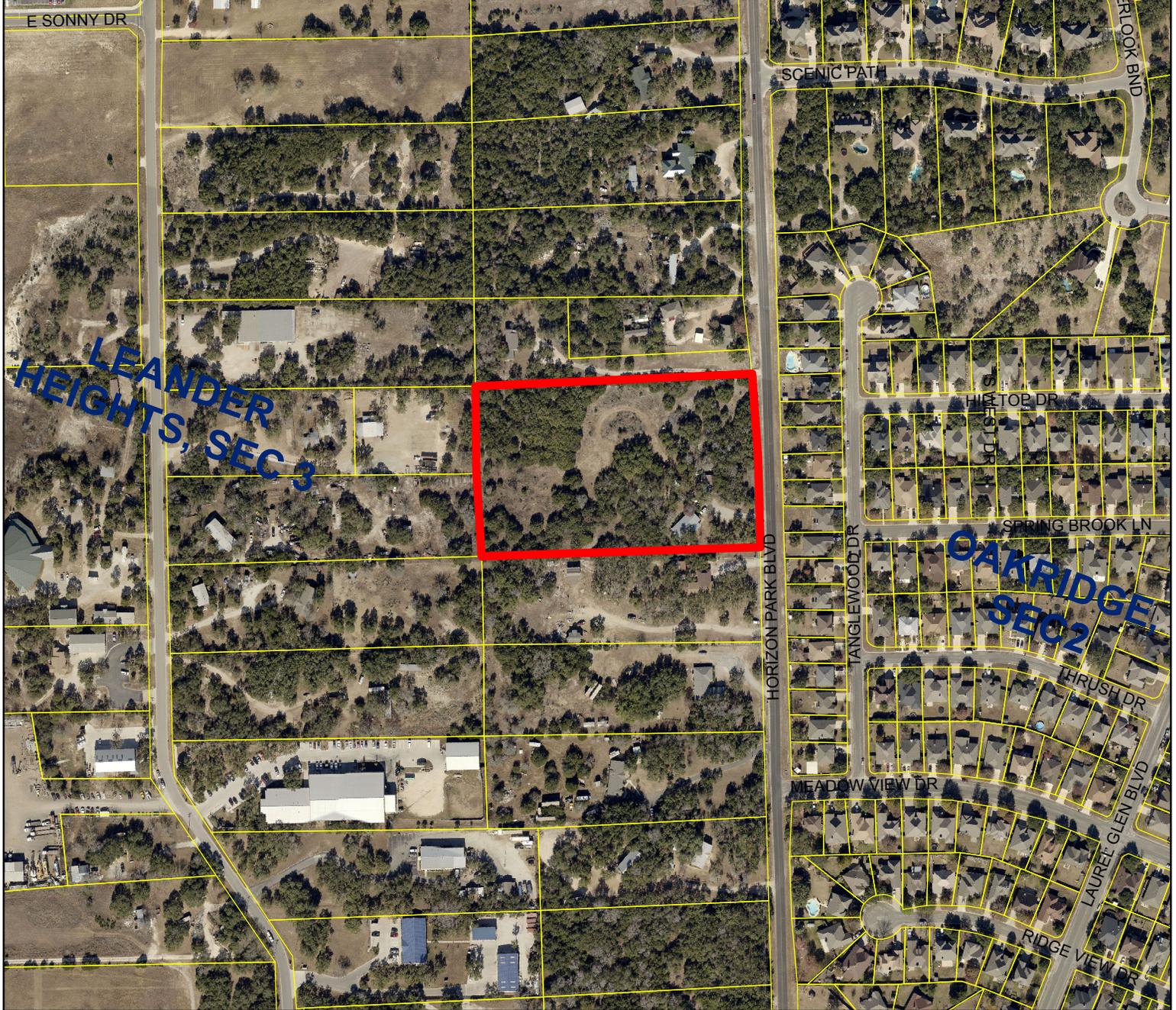
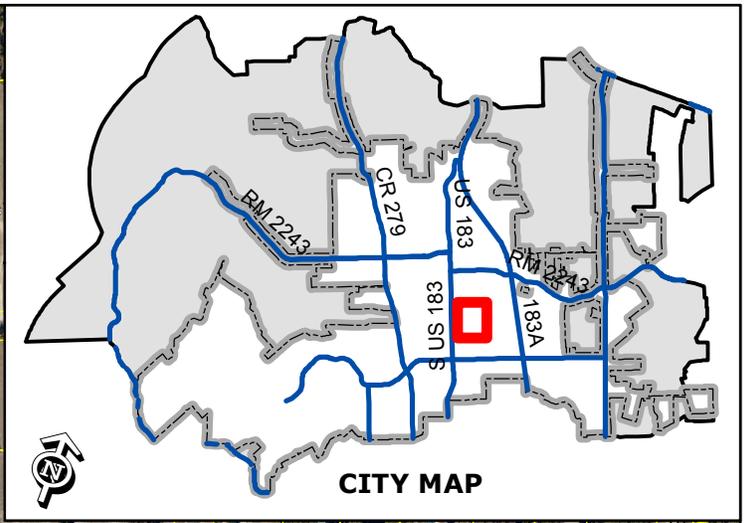
Current Zoning Map  
Texas Village



-  City Limits
-  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     |   |



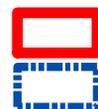


**ZONING CASE 14-Z-005 Attachment #3**

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:**

---

Christopher Fielder, Mayor

---

Debbie Haile, City Secretary

**ALLEN  
REED  
ACRES**

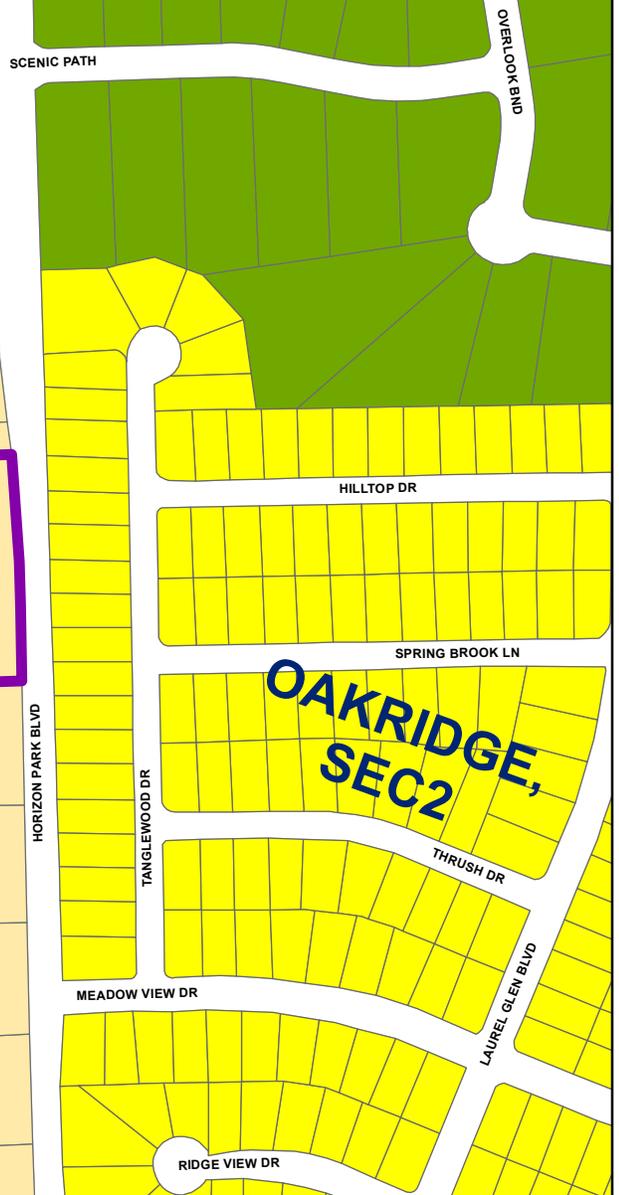
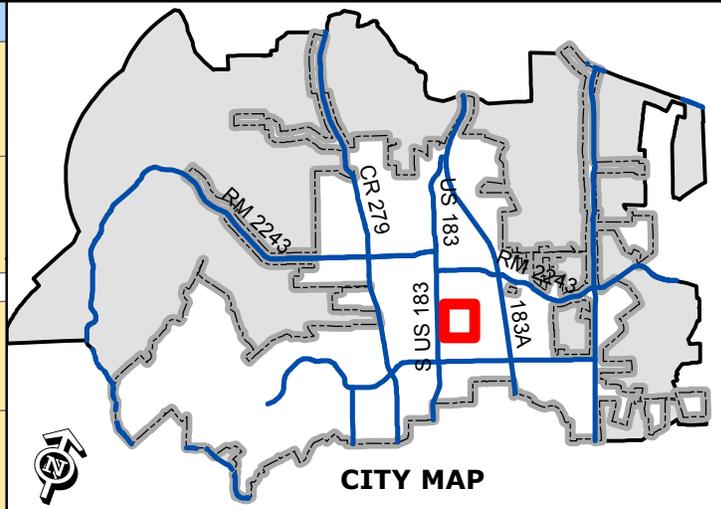
LEANDER DR

HAZELWOOD ST

E SONNY DR

**LEANDER  
EIGHTS, SEC 3**

5D



**EXHIBIT A**

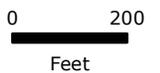
**Zoning Case  
14-Z-005**

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     |   |





**Executive Summary**

**April 17, 2014**

**Council Agenda Subject:** Second Reading of 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.

**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 and the first reading were conducted on April 13, 2014.

**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 17, 2014**

**Council Agenda Subject:** Authorize Amendment to Contract for Solid Waste Collection, Disposal and Recycling Services with Al Clawson Disposal, Inc.

**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 and first reading were conducted on April 3, 2014. At the conclusion of the second reading, the contract amendment with Al Clawson Disposal will 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:** Contract

**Prepared by:** Robert G. Powers, Finance Director

**AMENDMENT TO CONTRACT FOR SOLID WASTE DISPOSAL  
AND COLLECTION SERVICES**

This Amendment to Contract for Solid Waste Disposal and Collection Services (the "Amendment"), is made and entered into this the \_\_\_ day of April, 2014, by and between the City of Leander, Texas, a municipal corporation in Williamson County, Texas (hereinafter called the "City") and Al Clawson Disposal, Inc. (hereinafter called the "Contractor"). The City and the Contractor are hereinafter referred to together as the "parties".

**WITNESSETH:**

WHEREAS, the Parties entered that certain Contract for Solid Waste Disposal and Collection Services dated January 20, 2011 (the "Contract"), and Contractor provided solid waste disposal services within the City under a franchise and contract prior to the Contract;

WHEREAS, Contractor has not raised its rates since 2008;

WHEREAS, pursuant to section 12.02(b) of the Contract, the Contractor petitioned the City for additional rate and price adjustments to respond to increases in the cost of doing business since 2008 and to make significant investments in expanding service delivery to its customers;

WHEREAS, the Contract has a term of five (5) years beginning February 1, 2011, and under its terms, the Contract may be extended for an additional term or terms not to exceed a total of five (5) years;

WHEREAS, Contractor has provided Services in a good and satisfactory manner;

WHEREAS, the Council finds that an extension of the Contract and an increase in and adjustment in the rates as set forth in this Amendment are in the best interest of the public and provides for good and acceptable services within the City at reasonable costs;

WHEREAS, after notice and public hearing, the City Council approved a five-year extension of Contractor's franchise;

WHEREAS, the parties wish to provide for a five year extension of the Contract, pursuant to Section 10.00 of the General Specifications of the Contract;

WHEREAS, the approval of this Amendment is authorized by state law, and by franchise granted to Contractor in compliance with the City Charter;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Appendix No. 1 to the Contract shall be amended in its entirety to read as set forth in Appendix No. 1 to this Amendment. The rates, fees and charges payable to the

Contractor for the recycling, collection, and disposal of refuse and materials, and the Contractor's services pursuant to the Contract and this Amendment shall be as provided in Appendix No. 1 to this Amendment. Appendix No. 1 shall be effective for the services provided under the Contract and this Amendment that are billed under the bills that are issued by the City on and after May 1, 2014.

2. The Contract is hereby extended for a five-year term, beginning on February 1, 2016.
3. The Contract is amended only to the extent specifically provided by this Amendment, and all other provisions of the Contract shall be and remain in full force and effect.

IN WITNESS WHEREOF, we, the contracting parties, by our fully authorized agents, hereto affix our signatures and seals at Leander, Texas as of this the \_\_\_ day of March, 2014.

**City of Leander**

By: \_\_\_\_\_  
Name: Christopher Fielder  
Title: Mayor

Attest:

By: \_\_\_\_\_  
Name: Debbie Haile  
Title: City Secretary

**Al Clawson Disposal, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Appendix No. 1  
RATES FOR RECYCLING, COLLECTION AND DISPOSAL  
REFUSE FOR THE CITY OF LEANDER**

**Residential Unit Curbside Refuse Collection and Recycling**

Contractor will provide curbside recycling and collection service of residential refuse and waste to each Residential Unit as follows: Refuse Collection – One time per week [one 95 gallon cart] and Recycling\* Collection – every other week [one 95 gallon cart] \$16.66\*\*. This service and price includes the curbside collection of up to five (5) additional containers, bags and bundles of residential refuse on each pickup/service day.

\* Recycling includes glass (clear, brown and green), newspaper, tin and aluminum cans, plastics (Number 1 through Number 7), chipboard/cereal boxes.

\*\* Customers age 65 and greater contracting for one cart pickup shall receive a ten percent (10%) discount.

**Commercial Refuse Collection**

Contractor will provide collection service of Commercial refuse and waste for multi-family dwellings, apartment projects, commercial and industrial customers as follows:

**(1) Commercial Container Cart Service:**

- a. One 95 gallon cart once per week: \$20.00
- b. Two 95 gallon carts once per week: \$32.65
- c. One 95 gallon cart twice per week: \$36.33

**(2) Front Load Container Service:**

Commercial customers producing a volume of refuse garbage and waste in excess of 190 gallons per week are asked to select from the following commercial front load containers:

	1X	2X	3X	4X	5X
2 Yard	\$ 51.60	\$ 92.15	\$ 131.54	\$ 170.96	\$ 213.71
3 Yard	\$ 55.20	\$ 98.57	\$ 140.81	\$ 182.87	\$ 228.59
4 Yard	\$ 73.20	\$ 130.72	\$ 186.73	\$ 242.51	\$ 303.13
6 Yard	\$ 91.20	\$ 162.85	\$ 232.64	\$ 302.14	\$ 377.68
8 Yard	\$ 112.80	\$ 201.43	\$ 287.76	\$ 373.72	\$ 467.15
10 Yard	\$ 132.00	\$ 235.72	\$ 336.73	\$ 437.32	\$ 546.65

**(3) Commercial Temporary Roll-Off Service:**

	20 Yard	30 Yard	40 Yard
Delivery Fee	\$ 125.00	\$ 125.00	\$ 125.00
Haul Charge	\$ 225.00	\$ 225.00	\$ 225.00
Tonnage Fee*	Williamson County Landfill Gate Rate	Williamson County Landfill Gate Rate	Williamson County Landfill Gate Rate
Daily	\$ 3.00 per	\$ 3.00 per	\$ 3.00 per

Rental**	day	day	day
----------	-----	-----	-----

\* 3-ton minimum charge

Note: Current Williamson County Landfill Gate Rate is \$36.75/ton

\*\* Daily rental begins after two weeks

**(4) Commercial Monthly and/or City Roll-Off Service:**

	20 Yard	30 Yard	40 Yard
Delivery Fee	N/C	N/C	N/C
Haul Charge	\$ 225.00	\$ 225.00	\$ 225.00
Tonnage Fee*	Williamson County Landfill Gate Rate	Williamson County Landfill Gate Rate	Williamson County Landfill Gate Rate
Daily Rental**	N/C	N/C	N/C

\* 3-ton minimum charge

Note: Current Williamson County Landfill Gate Rate is \$36.75/ton

**(5) Wastewater Sludge Disposal**

Haul Charge: \$ 225.00

Disposal Cost: To be paid by the city at designated disposal facility determined by the city.

**Special Services and Collections**

**Tires**

Upon verification of payment and receipt for a prepaid charge equal to the landfill rates for disposal charges to Contractor, Contractor agrees to pick-up not more than two (2) automobile type tires per residential unit per pickup.

**Annual Clean-Up**

For no charge, the Contractor will, once a year, provide six (6) roll-off containers to be dumped three (3) times each. Location will be designated by the City, Contractor and City will set-up a manned citizen drop-off site that accepts refuse, construction material, bulk items (white goods), and brush and other yard waste. Also, as part of the cleanup effort, water base or Latex paints will be included. Batteries and used oil that will be accepted at the landfill Contractor uses will be collected.. Materials not accepted at the landfill will not be accepted at the clean-up site. This service is for verified City residents only, and only for the clean-up day.

**Bulk, Construction and Stable Material**

Contractor will provide for the special collection from residential units on bulky waste not eligible for pickup, for a neighborhood cost based on the above rates for dumpster or roll-off containers, as applicable. Construction debris and stable material will be hauled at a rated determined by container size. Contactor and producer of the waste will negotiate total charge prior to collection. Contractor will not provide for the special collection of hazardous waste.

**City of Leander Municipal Services Facilities**

All City of Leander municipal locations shall be served with either a 95 gallon container or an appropriate sized dumpster, at no charge. If roll-off containers are required for any use, other than the annual clean-up, Contractor will provide such services with discounted rates appropriate to the job site and duration. If the City elects to have Contractor haul sludge from the City's wastewater treatment plant(s), the fee for service will be \$225.00 per haul, plus disposal costs.



**Executive Summary**

**April 17, 2014**

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**Agenda Subject:** Subdivision Case 13-CP-010: Hold a public hearing and consider action on the Marbella Concept Plan, for 85.28 acres more or less; WCAD Parcels R031302, R031303, R031368, R031305, R383410, R433132, R432798, R031371, R031370, R031369, and R031304 generally located  $\frac{3}{4}$  of a mile east of the intersection of Hwy 183A and RM 2243, adjacent to the south side of RM 2243. Williamson County, Texas.

**Background:** This request is the first step in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the concept plan satisfies the applicable regulations without requesting any variances that require approval of the Planning & Zoning Commission.

**Origination:** Applicant: Brian Birdwell on behalf of NK Land Investment, LLC, Weldon Stephen Walker and Tammy Walker.

**Financial Consideration:** None

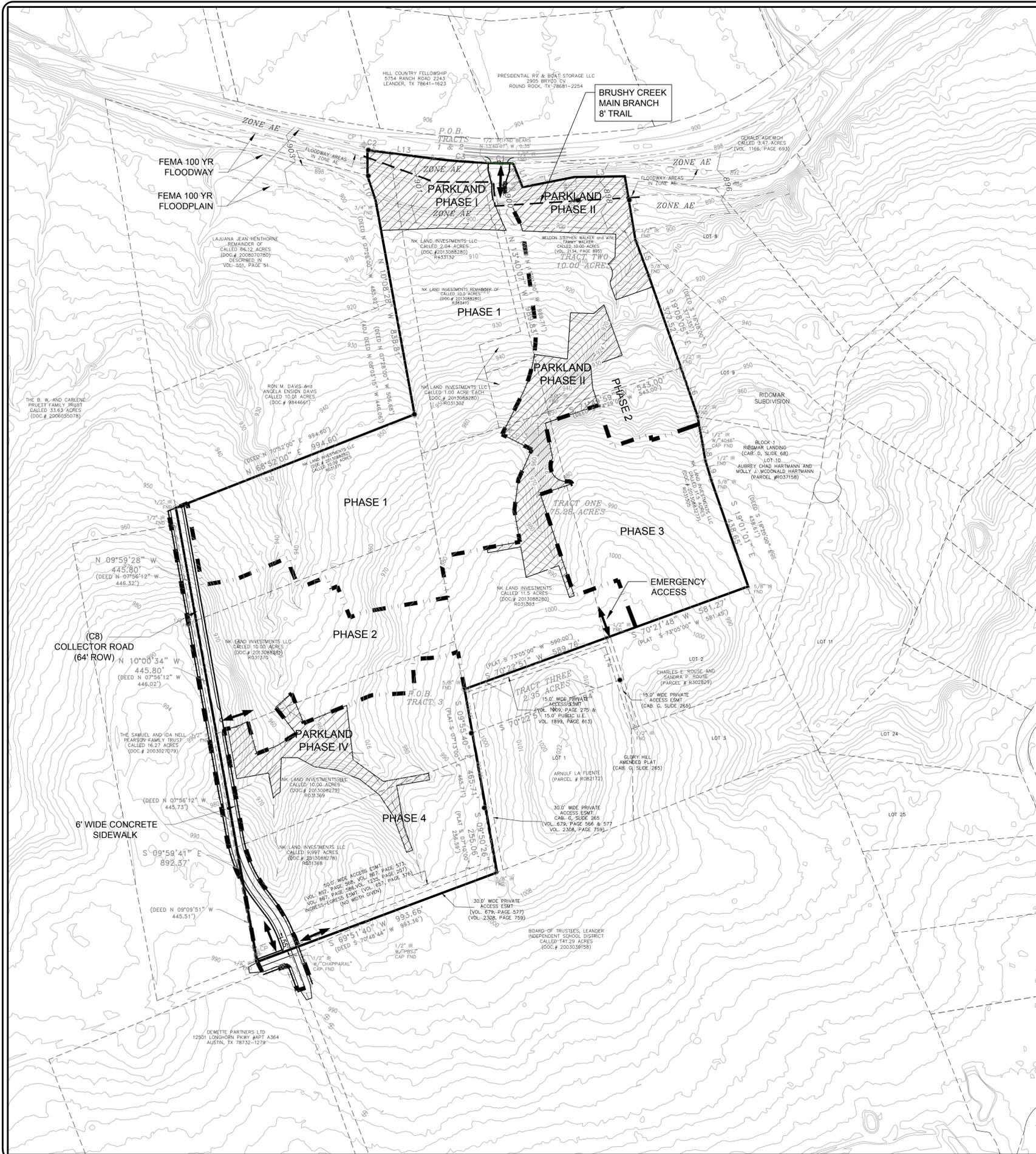
**Recommendation:** Staff recommends approval of the concept plan. This concept plan contains approximately 216 single-family lots and 12.22 acres of parkland. This proposal meets all of the requirements of the Subdivision Ordinance. The Planning & Zoning Commission unanimously recommended approval of the concept plan at the April 10, 2014 meeting.

**Attachments:**

1. Concept Plan
2. Minutes – Planning & Zoning Commission April 10, 2014

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

04/11/2014



### Trip Generation Rates from the 8th Edition ITE Trip Generation Report

NA: Not Available  
 DU: Dwelling Unit  
 Occ.Room: Occupied Room

KSF<sup>2</sup>: Units of 1,000 square feet  
 Fuel Position: # of vehicles that could be fueled simultaneously

Description / ITE Code	Units	Rate	PM Peak Period Rate	% PM In	% PM Out	Expected Units (independent variable)	Calculated Daily Trips	PM Peak Trips - Total	PM In	PM Out
Single Family/210 Code	DU	9.57	1.01	63%	0	216.0	2067.1	218	137	81

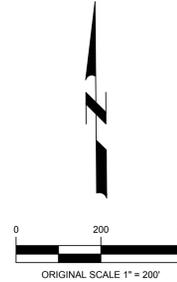
CONCEPT PLAN TABLE	
LANDUSE	RESIDENTIAL
TRACTS	1
ACRES	85.28
RES. LOT NO.	216
LOT SIZE	MIXED
DENSITY (SINGLE FAMILY UNITS PER ACRE)	2.53
PPL PER UNIT (COA GUIDANCE DOC.)	3.5
PPL	756

PHASING PLAN TABLE				
PHASE NO.	RES. LOT NO.	LOT SIZE	ACRES	ANTICIPATED TIMING
PHASE I	69	MIXED	24.17	2014-2015
PHASE II	70	MIXED	33.5	2015-2016
PHASE III	30	MIXED	10.04	2016-2018
PHASE IV	47	MIXED	17.57	2016-2018
TOTAL	216		85.28	

**NOTES:**

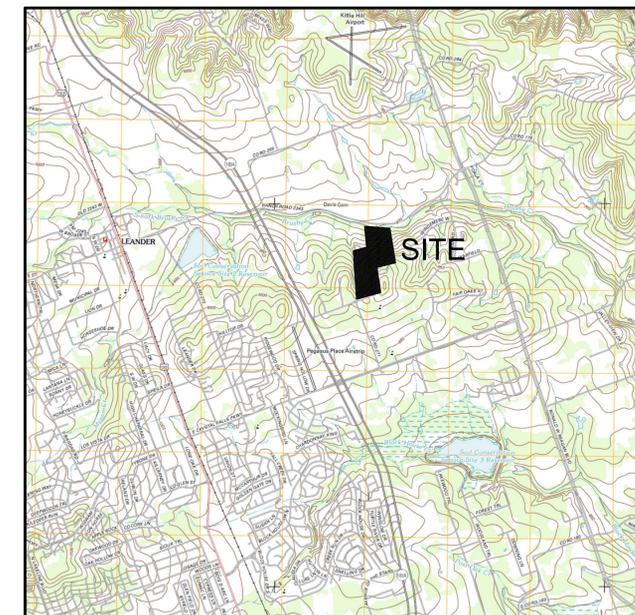
- AT THE TIME OF FINAL PLAT APPLICANT WILL PROVIDE A PAYMENT OF \$126.00 PER RESIDENTIAL UNIT.

LOT SIZE TABLE					
PHASE	RES. LOTS	60'	65'	70'	80'
I	69	0	50	5	14
II	70	4	39	5	22
III	30	0	0	0	30
IV	47	0	35	11	1
TOTAL	216	4	124	21	67



**LEGEND**

- PHASE LINES
- PARKLAND
- INGRESS AND EGRESS



USGS LEANDER 7.5 MIN QUADRANGLE  
 LOCATION MAP  
 NTS

**OWNER (1):**

NK LAND INVESTMENTS, LLC.  
 P.O. BOX 1726  
 GEORGETOWN, TX 78627  
 C: 254-220-7499  
 F: 512-394-6023

**OWNER (2):**

STEPHEN AND TAMMY WALKER  
 8761 RR 2243  
 LEANDER, TX 78641

**OWNERS REPRESENTATIVE:**

VISION 360  
 12809 WOODED LAKE CT  
 AUSTIN, TX 78732  
 O: 512-394-6022  
 F: 512-394-6023

**CIVIL ENGINEER & SURVEYOR:**

BAKER-AICKLEN & ASSOCIATES, INC.  
 507 W LIBERTY AVENUE  
 ROUND ROCK, TX 78664  
 O: 512-244-9620  
 F: 512-244-9623

**LAND PLANNER:**

LARSON, BURNS, SMITH  
 1108 WEST AVE  
 AUSTIN, TX 78701  
 O: 512-476-1559  
 F: 512-476-8128

**DATE PREPARED:**

JANUARY 2014

**BAKER-AICKLEN & ASSOCIATES, INC.**  
 507 WEST LIBERTY AVENUE  
 ROUND ROCK, TEXAS 78664  
 (512) 244-9620

Engineers | Surveyors | GIS | Planners | Landscape Architects

ENGINEERING FIRM # 1415 - SURVEY FIRM # 03031-0 - TITLE # 1717

DESIGNED: DRAWN: REVIEWED:

DAVID URBAN  
 82783  
 LICENSED PROFESSIONAL SURVEYOR  
 2/21/2014

NO.	DATE	REVISIONS	RECORD

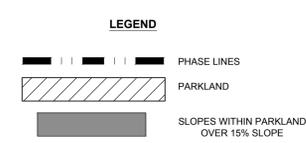
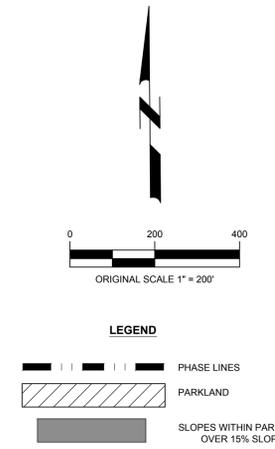
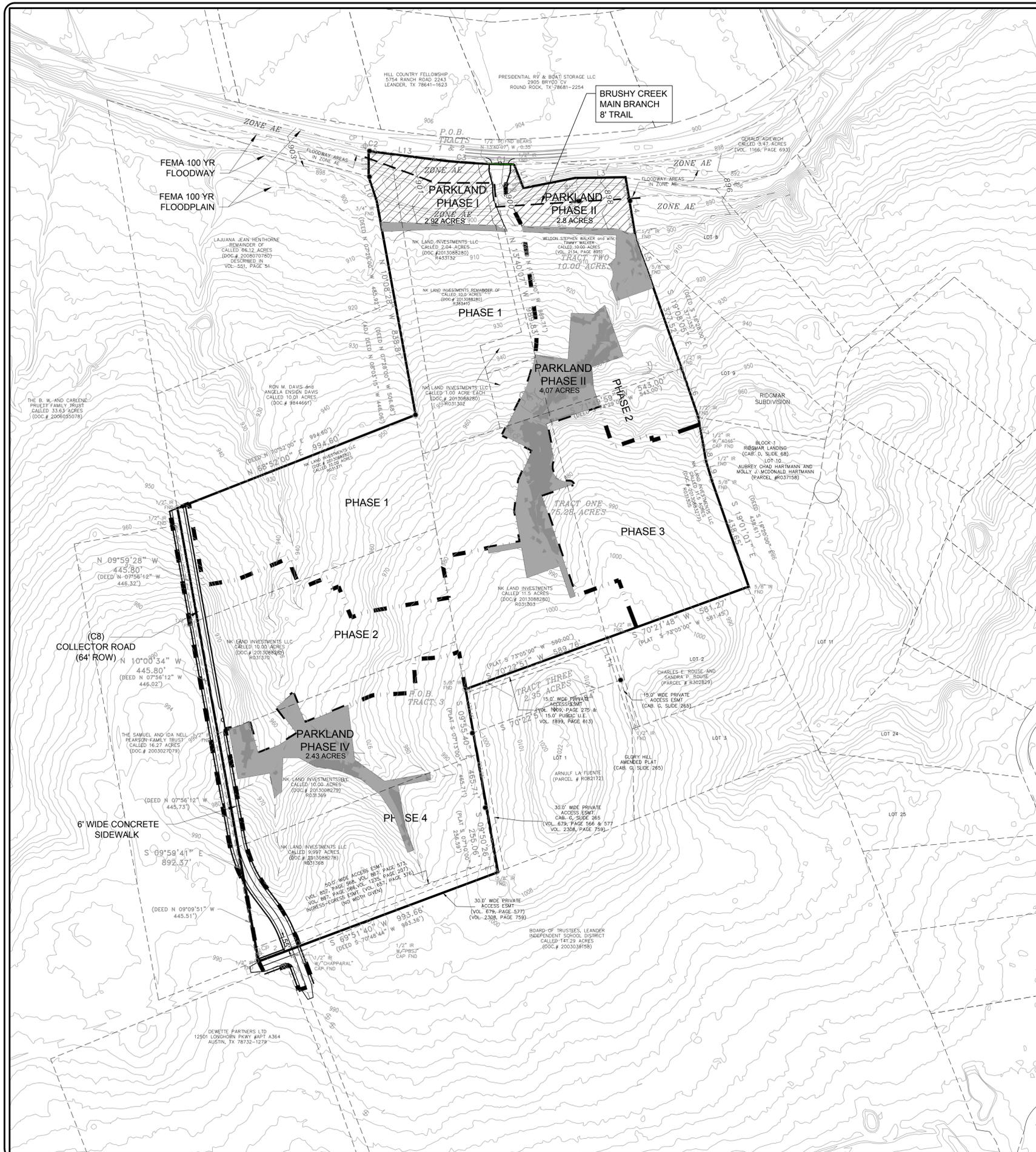
CLIENT  
**NK LAND INVESTMENTS, LLC**

PROJECT  
**MARBELLA**

SHEET TITLE  
**MARBELLA  
 CONCEPT PLAN**

PROJECT No.  
 2276-2-001

SHEET No.  
 1



PHASE	RES. LOTS	PARKLAND REQUIRED ACRES	PARKLAND UPLAND ACRES	PARKLAND FLOODPLAIN ACRES AT 50%	PARKLAND ACRES 15% > AT 50%	TOTAL ACRES OF PARKLAND WITH DEDICATION	TOTAL ACRES OF PARKLAND PROVIDED
I	69	2.415	0.27	1.32	0	1.59	2.92
II	70	2.45	3.36	0.97	0.79	5.12	6.87
III	30	1.05	0	0	0	0	0
IV	47	1.65	1.98	0	0.23	2.21	2.43
<b>TOTAL:</b>	<b>216</b>	<b>7.56</b>	<b>5.61</b>	<b>2.29</b>	<b>1.02</b>	<b>8.92</b>	<b>12.22</b>

PARKLAND PROPOSED BY SITE AND ESTIMATED VALUE:  
 -PRIVATE AMENITY -- \$450,000.00  
 -PRIVATE PARK -- \$100,000.00  
 -PUBLIC PARKLAND -- \$100,000.00  
 -PUBLIC TRAIL -- \$50,000.00

**MARBELLA/SHIPMAN RANCH PARKLAND DEDICATION WORKSHEET**

Phase	Lots	Parkland Required	Parkland Proposed	FP Acres	SS Acres	Acres Credited*	Surplus/Deficit Acres***	Fee In-lieu Land Value	Rec. Imp. Fee Req'd**	Facilities Proposed
I	69	2.415	2.92	2.64	1.58	1.59	-0.825	\$ 19,446.00	\$ 24,150.00	8' public trail and public park
II	70	2.45	6.88	1.94	1.58	5.12	2.67	\$(62,936.00)	\$ 24,500.00	8' public trail, public park, private amenity center, community pool, and private park
III	30	1.05	0	0	0	0	-1.05	\$ 24,750.00	\$ 10,500.00	NA
IV	47	1.65	2.43	0	0.46	2.21	-0.565	\$ 20,389.00	\$ 16,450.00	private park
<b>Totals:</b>	<b>216</b>	<b>7.56</b>	<b>12.23</b>	<b>4.58</b>	<b>2.04</b>	<b>8.92</b>	<b>0.23</b>	<b>\$ 1,649.00</b>	<b>\$ 75,600.00</b>	

- \* First priority for parkland dedication must satisfy the Parks, Recreation & Open Space Master Plan requirements for the trail along RM 2243. This land dedication must be for public use, not private. 5.72 acres proposed for public dedication in Phases I & II.
- \*\* First priority for use of Recreation Improvement Fees required by the Parkland Dedication Ordinance is to construct the 8' wide reinforced concrete trail identified in the Parks, Recreation & Open Space Master Plan. The trail is to be for public use.
- \*\*\* Fiscal surities must be posted for phases where parkland dedication is deficient for phase one. After the Phase 2 parkland dedication is completed fiscal surities will not be required for parkland dedication.

**BAKER-AICKLEN & ASSOCIATES, INC.**  
 507 WEST LIBERTY AVENUE  
 SUITE 100  
 AUSTIN, TEXAS 78703  
 (512) 254-9620  
 bakers@aicklen.com | bakers@aicklen.com | bakers@aicklen.com

DAVID URBAN  
 82783  
 LICENSED PROFESSIONAL ENGINEER  
 2/21/2014

NO.	DATE	REVISIONS	RECORD

CLIENT: **NK LAND INVESTMENTS, LLC**  
 PROJECT: **MARBELLA**

SHEET TITLE: **PARKLAND EXHIBIT**  
 PROJECT No.: **2276-2-001**  
 SHEET No.: **2**

5. Citizen Communications - Three (3) minutes of time is allowed, per speaker  
**No citizen wished to speak.**

<b>Public Hearing</b>
-----------------------

6. Subdivision Case 14-FP-001: Hold a public hearing and consider action on the Carneros Ranch, Section 1 Final Plat for 20.21 acres more or less; WCAD Parcel R032156; generally located approximately 190 feet north of the intersection of Vista Ridge Drive and Bagdad Road on the west side of Bagdad Road; Williamson County, Texas. Applicant/Agent: CSF Civil Group, LLC on behalf of MHI Central Texas, LLC.

a) Staff Presentation

**Robin Griffin, Senior Planner, stated that staff reviewed the request and it has staff approval.**

b) Applicant Presentation

**Jim Cook 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

**Some discussion took place**

f) Consider Action

**Commissioner Wixson moved to approve the final plat with staff recommendations, Commissioner Allen seconded the motion. Motion passed unanimously.**

a)

7. **Subdivision Case 13-CP-010**: Hold a public hearing and consider action on the Marbella Concept Plan, for 85.28 acres more or less; WCAD Parcels R031302, R031303, R031368, R031305, R383410, R433132, R432798, R031371, R031370, R031369, and R031304 generally located ¾ of a mile east of the intersection of Hwy 183A and RM 2243, adjacent to the south side of RM 2243, Williamson County, Texas. Applicant: Brian Birdwell on behalf of NK Land Investment, LLC, Weldon Stephen Walker and Tammy Walker.

a) Staff Presentation

**Martin Siwek, Planner, stated that staff reviewed the request and it has staff approval.**

b) Applicant Presentation

**Brian Birdwell 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

**Some discussion took place**

f) Consider Action

**Commissioner Allen moved to approve the concept plan with staff recommendations, Commissioner Anderson seconded the motion. Motion passed unanimously.**

8. Subdivision Case 14-CP-001: Hold a public hearing and consider action on the Stewart Crossing Concept Plan, for 66.2 acres more or less; WCAD Parcels R433136, R031257, R031259, R031261, R031260, R432796, and R432795 generally located 1,000 feet to the east of the northeast corner of the intersection of 183A Toll Road and E. Woodview Drive Leander, Williamson County Texas. Applicant: Jones & Carter, Inc. on behalf BW and Carlene Pruett Trust and Samuel, Ida Nell Pearson Family Trust and Samuel and Ida Nell Pearson and BW and Carlene Pruett Family Trust.

a) Staff Presentation

**Robin Griffin, Senior Planner, stated that staff reviewed the request and it has staff approval.**

b) Applicant Presentation

**Shawn Graham was present for questions.**

c) Open Public Hearing

**Chairman Seiler opened the public hearing.  
La Juana Jean Henthorne – spoke against the road plan on the concept plan, feels road is on her property.  
Ron Davis – did not speak but turned in a card against the road along the west property line.**

d) Close Public Hearing

**Chairman Seiler closed the public hearing.**

e) Discussion

**Some discussion took place**



**Executive Summary**

**April 17, 2014**

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**Agenda Subject:** Subdivision Case 14-CP-001: Hold a public hearing and consider action on Stewart Crossing Concept Plan, for 66.2 acres more or less; WCAD Parcels R433136, R031257, R031259, R031261, R031260, R432796, and R432795 generally located 1,000 feet to the east of the northeast corner of the intersection of 183A Toll Road and E. Woodview Drive Leander, Williamson County Texas.

**Background:** This request is the first step in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the concept plan satisfies the applicable regulations without requesting any variances that require approval of the Planning & Zoning Commission.

**Origination:** Applicant: Jones & Carter, Inc. on behalf BW and Carlene Pruett Trust and Samuel, Ida Nell Pearson Family Trust and Samuel and Ida Nell Pearson and BW and Carlene Pruett Family Trust.

**Financial Consideration:** None

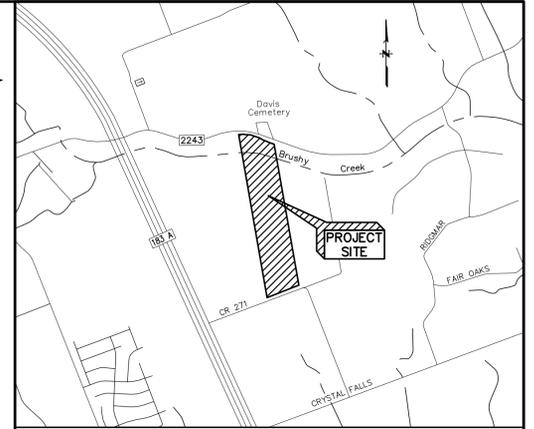
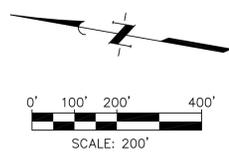
**Recommendation:** Staff recommends approval of the concept plan. This concept plan approximately 225 single-family lots and 7.2 acres of parkland. This proposal meets all of the requirements of the Subdivision Ordinance. The Planning & Zoning Commission unanimously recommended approval of the concept plan at the April 10, 2014 meeting.

**Attachments:**

1. Concept Plan
2. Minutes – Planning & Zoning Commission April 10, 2014

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

04/11/2014



Property Owners within 200 feet of Site Boundaries

Property ID	Owner's Name & Address	Site Address	Recording Information
R031374	Life Church Inc 1393 E. Woodview Drive Leander, TX 78641	1393 E. Woodview Drive Leander, TX 78642	Doc. No. 2009023646 (Remainder of 66.055 AC)
R031373	Life Church Inc 1393 E. Woodview Drive Leander, TX 78641	1393 E. Woodview Drive Leander, TX 78641	Doc. No. 2009023646 (Remainder of 66.055 AC)
R512974	111 Marshall Court Georgetown, TX 78628	CR 271 Leander, TX 78641	Doc. No. 2011067089 (10.00 AC)
R502299	Generations Ministries, Inc. P.O. Box 280 Cedar Park, TX 78630	1461 E. Woodview Drive Leander, TX 78641	Doc. No. 2009023887 (33.00 AC)
R433137	Generations Ministries, Inc. P.O. Box 280 Cedar Park, TX 78630	CR 271 Leander, TX 78641	Doc. No. 2009023887 (33.00 AC)
R031367	Lajuna Jean Henthorne 701 Private Road 920 Leander, TX 78641	701 PR 920 Leander, TX 78641	Vol. 1917 Pg. 890 (18.13 AC)
R332693	Lajuna Jean Henthorne 701 Private Road 920 Leander, TX 78641	721 PR 920 Leander, TX 78641	Vol. 1917 Pg. 900 (18.13 AC)
R343708	Alan Craig & Carla Renee Parsley 351 Private Road 920 #2 Leander, TX 78641	1394 E. Woodview Drive Leander, TX 78641	Doc. No. 2013091353 (4.92 AC)
R031251	DeWette Partners, LTD 12501 Longhorn Parkway Apt. #A 364 Austin, Texas 78732	CR 271 Leander, TX 78641	Doc. No. 200040462 (20.679 AC)
R031265	Leander ISD Trustee P.O. Box 238 Leander, TX 78646	1222 Raider Way Leander, TX 78641	Doc. No. 2009029158 (139.46 AC)
R433125	Daniel Ramirez & Candelaria Miranda 8770 Ranch Road 2243 Leander, TX 78641	8770 RR 2243 Leander, TX 78641	Vol. 2000 Pg. 9 (6.8 AC)
R031277	David Cemetery FM 2243 Leander, TX 78646	FM 2243 Leander, TX 78641	Vol. 1474, Pg. 953 (7.61 AC)
R382088	David Cemetery Leander, TX 78641	NA	Unknown
R382089	City of Leander P.O. Box 319 Leander, TX 78646	NA	Unknown
R318744	Tom McLand Ltd. P.O. Box 268 Hutto, TX 78634	9200 RR 2243 Leander, TX 78641	Doc. No. 2012043731 (5.4 AC)
R031296	Andrew Hines & James Harvey Hines 901 Main St. Austin, TX 78758	9220 FM 2243 Leander, TX 78641	Doc. No. 2013052911 (2.00 AC)
R031294	HL Chapman Investments, Ltd. P.O. Box 4109 Cedar Park, TX 78613	9250 FM 2243 Leander, TX 78641	Vol. 19 Pg. 5940248 (7.7 AC)
R318556	Ron M. Davis & Angela E. Davis 551 Private Road 920 Leander, TX 78641	551 920 PR Leander, TX 78641	Doc. No. 1998044661 (10.01 AC)
R031371	NK Land Investments, LLC P.O. Box 3762 Georgetown, TX 78627	CR 271 Leander, TX 78641	Doc. No. 2013082382 (10.00 AC)
R031370	NK Land Investments, LLC P.O. Box 1762 Georgetown, TX 78627	351 920 PR Leander, TX 78641	Doc. No. 2013082821 (10.00 AC)
R031369	NK Land Investments, LLC P.O. Box 1762 Georgetown, TX 78627	CR 271 Leander, TX 78641	Doc. No. 2013082799 (10.00 AC)
R031368	NK Land Investments, LLC P.O. Box 3762 Georgetown, TX 78627	125 PR 920 Leander, TX 78641	Doc. No. 2013082378 (9.99 AC)
R031315	Lajuna Jean Henthorne 701 Private Road 920 Leander, TX 78641	701 920 PR Leander, TX 78641	Vol. 2696, Pg. 259 (1.75 AC)
R432798	NK Land Investments, LLC P.O. Box 1762 Georgetown, TX 78627	CR 271 Leander, TX 78641	Doc. No. 2013082799 (10.00 AC)
R502298	Generations Ministries, Inc. P.O. Box 280 Cedar Park, TX 78630	CR 271 Leander, TX 78641	Doc. No. 2009023887 (33.00 AC)

<b>DEVELOPER:</b> RJ MADDEN, INC 1201 E. NEW HOPE DRIVE CEDAR PARK, TEXAS 78613 (512) 346-1200 (Phone)	<b>OWNERS:</b> THE BW & CARLENE PRUETT FAMILY TRUST P.O. BOX 316 LEANDER, TEXAS 78646  THE SAMUEL AND IDA NELL PEARSON FAMILY TRUST 1601 E. WOODVIEW DRIVE LEANDER, TEXAS 78641	<b>LOT TABLE</b>  RESIDENTIAL (50'x120') L.U.E.'s 225 LOTS 225
<b>PLANNER:</b> SEC PLANNING, LLC 4201 W. PARMER LANE AUSTIN, TEXAS 78727	<b>LAND USE TABLE</b>  SINGLE FAMILY PARKS PONDS TOTAL ACRES 53.5 AC 7.2 AC 5.5 AC 66.2 AC	<b>STEWART CROSSING PARKLAND DEDICATION WORKSHEET</b> 3/18/2014

Lot	Parkland Required*	Parkland Proposed	Floodplain Acres	Parkland Credited*	Parkland Deficit/Surplus	Parkland Fee in-Lieu Value	Rec. Imp. Fee Required	Facilities Proposed
225	7.875	7.2	3.5	5.45	-2.425	\$ 57,160.00	\$ 78,750.00	10' concrete trail + unknown improvements

\* The first priority for meeting requirements of the Parkland Dedication Ordinance shall be the dedication of the 6-acre park land and construction of the public trail along the Brushy Creek Trail Corridor. The trail and creek corridor are master plan priorities identified in the Parks, Rec. & Open Space Master Plan. The 6-acre park area must be dedicated simultaneously with the first final plat and construction of the trail must occur then also. Credit for the 1.2-acre private park is dependent upon first satisfying the master plan priority need for the public trail corridor dedication and trail construction. Recreation improvement fees shall be expended on public trail construction prior to their use to construct private park improvements and the fee in-lieu parkland deficit value will be credited towards public trail construction.

- NOTES:
- BASED ON CURRENT LOT YIELD, THIS DEVELOPMENT WILL GENERATE AN ESTIMATED 2,159 AVERAGE DAILY TRIPS. A FEE IN LIEU PAYMENT (\$126/LOT) WILL BE REQUESTED FOR THE TIA.
  - THIS PROPERTY IS SUBJECT TO ROADWAY ADEQUACY FEES.

# STEWART CROSSING CONCEPT PLAN

CITY OF LEANDER  
JANUARY 2014  
(REVISED MARCH 2014)

**Martin Siwek, Planner, stated that staff reviewed the request and it has staff approval.**

b) Applicant Presentation

**Brian Birdwell 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

**Some discussion took place**

f) Consider Action

**Commissioner Allen moved to approve the concept plan with staff recommendations, Commissioner Anderson seconded the motion. Motion passed unanimously.**

8. **Subdivision Case 14-CP-001**: Hold a public hearing and consider action on the Stewart Crossing Concept Plan, for 66.2 acres more or less; WCAD Parcels R433136, R031257, R031259, R031261, R031260, R432796, and R432795 generally located 1,000 feet to the east of the northeast corner of the intersection of 183A Toll Road and E. Woodview Drive Leander, Williamson County Texas. Applicant: Jones & Carter, Inc. on behalf BW and Carlene Pruett Trust and Samuel, Ida Nell Pearson Family Trust and Samuel and Ida Nell Pearson and BW and Carlene Pruett Family Trust.

a) Staff Presentation

**Robin Griffin, Senior Planner, stated that staff reviewed the request and it has staff approval.**

b) Applicant Presentation

**Shawn Graham was present for questions.**

c) Open Public Hearing

**Chairman Seiler opened the public hearing.  
La Juana Jean Henthorne – spoke against the road plan on the concept plan, feels road is on her property.  
Ron Davis – did not speak but turned in a card against the road along the west property line.**

d) Close Public Hearing

**Chairman Seiler closed the public hearing.**

e) Discussion

**Some discussion took place**

f) Consider Action

**Commissioner Anderson moved to approve the concept with staff recommendations, Commissioner Allen seconded the motion. Motion passed unanimously.**

9. Zoning Case 14-Z-006: Hold a public hearing and consider action on the rezoning of several tracts of land located to the west of the western terminus of Osage Drive in the Bluffs at Crystal Falls Subdivision; Legally described as 13.385 acres more or less out of the B.F. Davis Survey 73, the J.H. Harris Survey 96, the I.A. Hampton Survey 613, and the Lucinda Carter Survey; TCAD Parcel 831299. Currently, the property is zoned SFU-2-B (Single- Family Urban), SFS-2-B (Single-Family Suburban), and SFC-2-B (Single-Family Compact). The property is proposed to be zoned SFU-2-B (Single- Family Urban), SFS-2-B (Single-Family Suburban), and SFC-2-B (Single-Family Compact), Leander, Travis County, Texas. Applicant: Sam Kiger on behalf of Taylor Morrison at Crystal Falls, LLC.

a) Staff Presentation

**Martin Siwek, Planner, discussed request & surrounding land uses.**

b) Applicant Presentation

**Michael Slack 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

**Some discussion took place**

f) Consider Action

**Commissioner Sokol moved to approve the zoning request, Commissioner Wixon seconded the motion. Motion passed unanimously.**

**Meeting adjourned at 7:38 pm**

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Chairman Seiler

ATTEST:

Ellen Pizalate, P & Z Secretary



**Executive Summary**

**April 17, 2014**

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**Agenda Subject:** Zoning Case 14-Z-006: Hold a public hearing and consider action on the rezoning of several tracts of land located to the west of the western terminus of Osage Drive in the Bluffs at Crystal Falls Subdivision; Legally described as 13.385 acres more or less out of the B.F. Davis Survey 73, the J.H. Harris Survey 96, the I.A. Hampton Survey 613, and the Lucinda Carter Survey; TCAD Parcel 831299. Currently, the property is zoned SFU-2-B (Single-Family Urban), SFS-2-B (Single-Family Suburban), and SFC-2-B (Single-Family Compact). The property is proposed to be zoned SFU-2-B (Single-Family Urban), SFS-2-B (Single-Family Suburban), and SFC-2-B (Single-Family Compact), Leander, Travis County, Texas.

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

**Origination:** Applicant: Sam Kiger on behalf of Taylor Morrison at Crystal Falls, LLC.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request at the April 10, 2014 meeting.

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Proposed Zoning Map
5. Letter of Intent
6. Ordinance
7. Minutes – Planning & Zoning Commission April 10, 2014

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

04/11/2014



## PLANNING ANALYSIS

### ZONING CASE 14-Z-006 Bluffs Section 3

#### GENERAL INFORMATION

- Owner:** Taylor Morrison at Crystal Falls, LLC.
- Current Zoning:** SFU-2-B (Single-Family Urban), SFS-2-B (Single-Family Suburban), SFC-2-B (Single-Family Compact)
- Proposed Zoning:** SFU-2-B (Single-Family Urban), SFS-2-B (Single-Family Suburban), SFC-2-B (Single-Family Compact)
- Size and Location:** The property is located approximately 1,300 feet from the westward extension of Osage Dr.
- 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	SFS-2-B SFC-2-A	Undeveloped Residential Undeveloped Residential
EAST	SFS-2-B SFC-2-B	Undeveloped Residential Undeveloped Residential
SOUTH	SFU -2-B	Undeveloped Residential
WEST	PUD	Undeveloped Residential

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

**USE COMPONENTS:****SFS – SINGLE FAMILY SUBURBAN:**

*Features:* 9,000 sq. ft. lot min.; 1,500 sq. ft. living area min.

*Intent:* Development of single-family detached dwellings on intermediate suburban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with intermediate lot sizes.

**SFU – SINGLE FAMILY URBAN:**

*Features:* 7,200 sq. ft. lot min.; 1,200 sq. ft. living area min.

*Intent:* Development of single-family detached dwellings on moderate urban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with moderate lot sizes. Such components are generally intended to offer variety in housing opportunities and in the fabric of the neighborhoods.

**SFC – SINGLE FAMILY COMPACT:**

*Features:* 5,500 sq. ft. lot min.; 1,100 sq. ft. living area min.

*Intent:* Development of single-family detached dwellings on small lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with small lot sizes. Such components are generally intended to offer variety in housing opportunities and in the fabric of the neighborhoods, and to be developed on a moderate scale with a maximum district size of seventy-five (75) acres.

**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.

**ANALYSIS:**

The property is presently zoned SFU-2-B (Single-Family Urban), SFS-2-B (Single-Family Suburban), and SFC-2-B (Single-Family Compact) districts. The applicant is requesting to adjust the zoning boundaries for three tracts of land to coordinate the appropriate lot sizes with their subsequent preliminary plat.

The three tracts and corresponding proposed zone change classifications are listed below:

- An approximate 6.7 acre tract of land from SFU-2-B to SFS-2-B
- An approximate 5.0 acre tract of land from SFS-2-B to SFU-2-B
- An approximate 1.6 acre tract of land from SFU-2-B to SFC-2-B

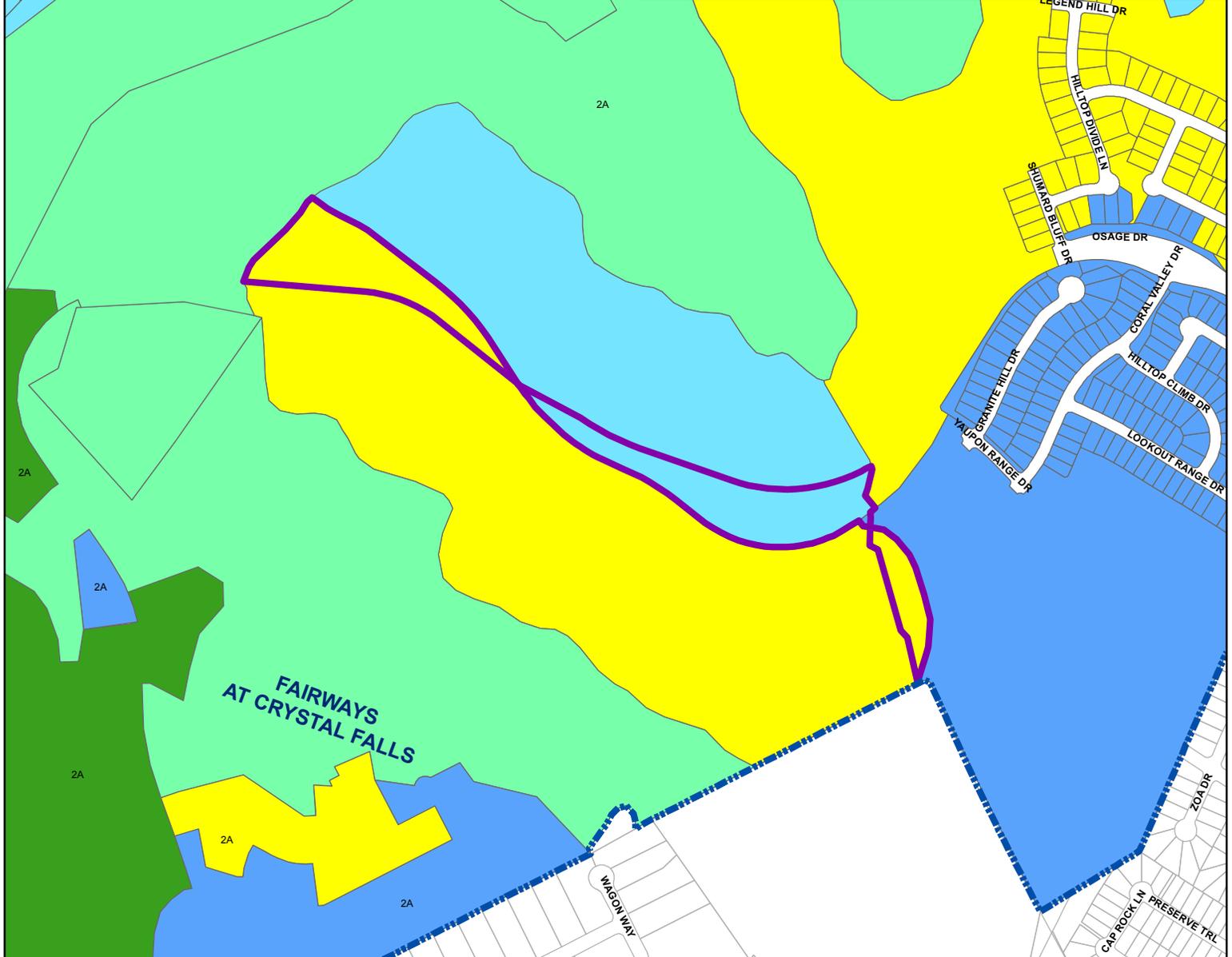
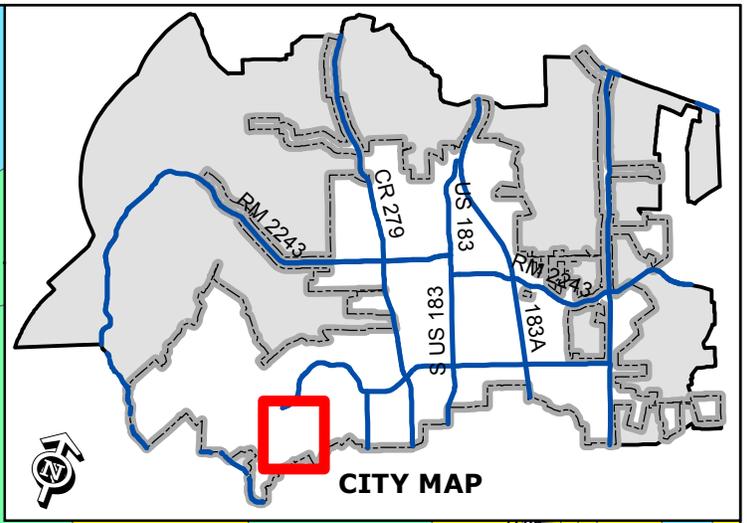
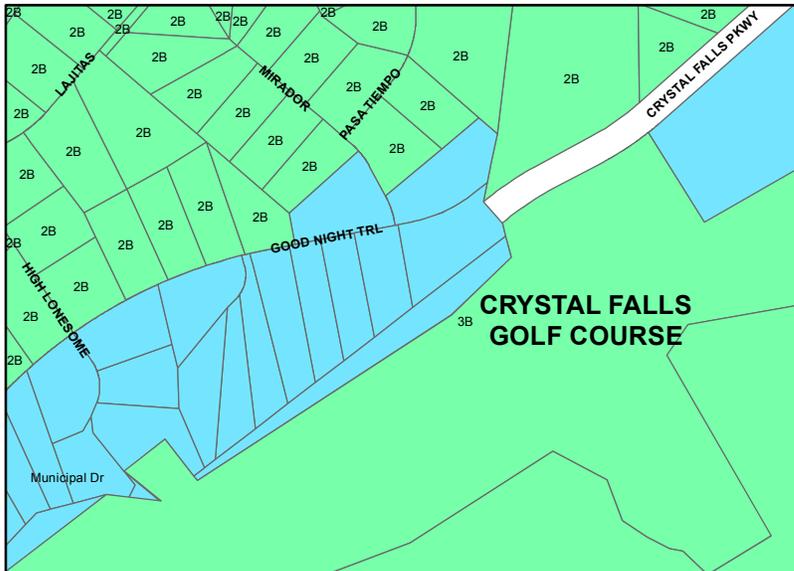
The intent of rezoning the approximate 6.7 acre tract would be to allow for increases in minimum lot width, depths, and lot areas, while the intent of rezoning the 5.0 and 1.6 acre tracts would reduce the minimum lot widths, depths, and areas.

The following table is a summary of lot widths, depths, and areas for the above listed zoning classes.

Zoning Classification	Permitted Lot Widths (ft)	Permitted Lot Depths (ft)	Permitted Lot Areas (sq. ft.)
SFS-2-B	70	115	9,000
SFU-2-B	60	110	7,200
SFC-2-B	50	105	5,500

**STAFF RECOMMENDATION:**

The applicant's request allows for an equal exchange of acreage for lot size increases and reductions. The proposed rezoning meets the intent of the composite zoning ordinance and comprehensive plan. Staff finds no objection to the applicant's request, and recommends approval for the requested zone change.



# ZONING CASE 14-Z-006

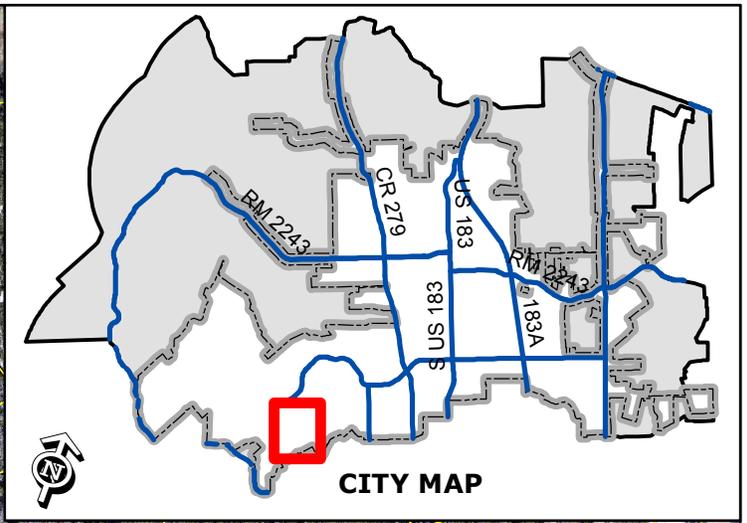
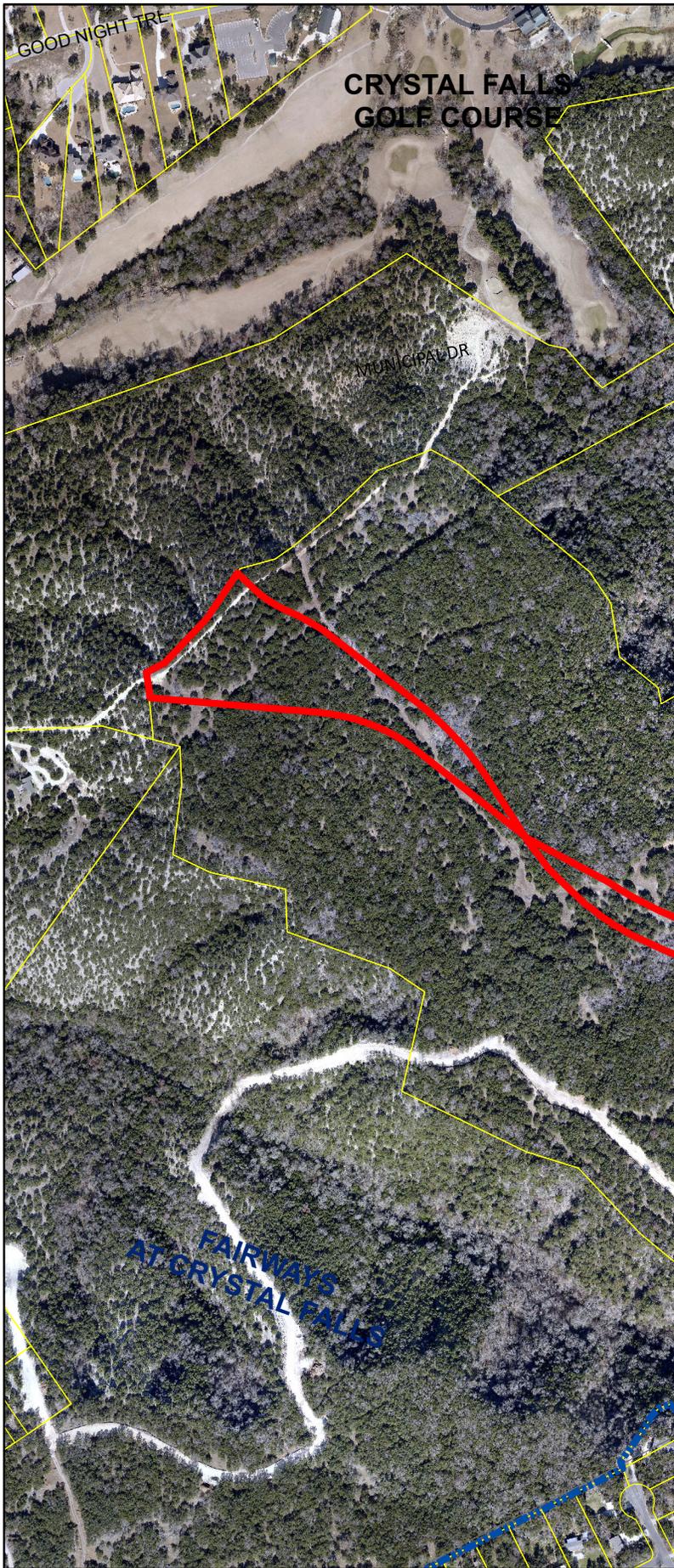
## Attachment #2

Current Zoning Map  
Bluffs at Crystal Falls Sec. 3



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

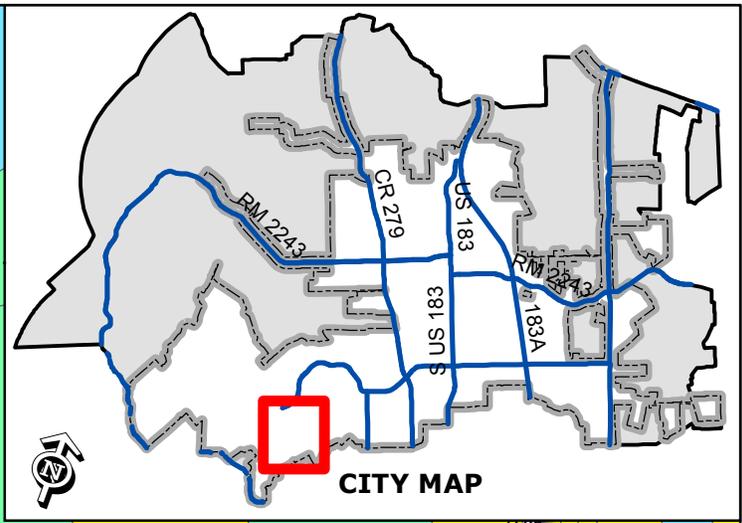
- |     |        |     |
|-----|--------|-----|
| SFR | SFT    | GC  |
| SFE | SFU/MH | HC  |
| SFS | TF     | HI  |
| SFU | MF     | PUD |
| SFC | LO     |     |
| SFL | LC     |     |
- 0 200 400  
Feet



**ZONING CASE 14-Z-006 Attachment #3**

Aerial Exhibit - Approximate Boundaries  
Bluffs at Crystal Falls Section 3





**ZONING CASE 14-Z-006**

**Attachment #4**

Proposed Zoning Map  
Bluffs at Crystal Falls Sec. 3



- 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     |     |
- 0 200 400  
Feet

TaylorMorrison

TAYLOR MORRISON  
OF TEXAS, INC.

Austin Division

11200 Lakeline Boulevard  
Suite 150A  
Austin, TX 78717

p. (512) 328-8866  
f. (512) 328-7988

taylormorrison.com

March 10, 2014

Ms. Robin Griffin  
Planner  
City of Leander  
P.O. Box 319  
Leander, Texas 78646

Dear Ms. Griffin,

Taylor Morrison at Crystal Falls, LLC respectfully asks for staff consideration to amend the zoning for portions of The Bluffs at Crystal Falls from SFU to SFC (1.6 acres), SFS to SFU (5.038 acres) and from SFU to SFS (6.7 acres). The main purpose for the need to re-zone in these areas is a result of minor changes to the land plan and the future alignment of Osage Drive as it extends to our most westerly boundary. The overall net affect of the proposed zoning classifications is virtually the same between downzoning and upzoning in these areas based on the acreages outlined above.

This property is subject to the guidelines of the development agreement for Highlands at Crystal Falls Sections 3, executed February 18, 2010. Section 2.02 of the Development Agreement places minimum and maximum requirements on lot mixture and house size. The proposed land plan/rezoning meets these requirements outlined in the development agreement.

Attached is an exhibit with the boundaries of the proposed changes delineated. We look forward to working with City staff in our planning efforts and appreciate your support.

Sincerely,



Adib R. Khoury  
Vice President Land Resources

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM SFU-2-B (SINGLE-FAMILY URBAN), SFS-2-B (SINGLE-FAMILY SUBURBAN), AND SFC-2-B (SINGLE-FAMILY COMPACT) TO SFU-2-B (SINGLE-FAMILY URBAN), SFS-2-B (SINGLE-FAMILY SUBURBAN), AND SFC-2-B (SINGLE-FAMILY COMPACT); 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 portion of a parcel of land being 13.385 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A" & "B", legally described as 13.385 acres more or less out of the B.F. Davis Survey 73, the J.H. Harris Survey 96, the I.A. Hampton Survey 613, and the Lucinda Carter Survey; more particularly described in Document Number 2010094028 of the Official Public Records of Travis County, Texas, and identified by tax identification number 831299.

**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), SFS-2-B (Single-Family Suburban), and SFC-2-B (Single-Family Compact) to SFU-2-b (Single-Family Urban), SFS-2-B (Single-Family Suburban), and SFC-2-B (Single-Family Compact);

**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



6.729 ACRES  
TAYLOR MORRISON  
BLUFFS SECTION 3 ZONING TRACT 1

DESCRIPTION OF 6.729 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE B.F. DAVIS SURVEY 73 AND THE J.H. HARRIS SURVEY 96, BEING A PORTION OF A 436.9248 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON IN DOCUMENT NUMBER 2010094028, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 6.729 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" iron rod found in the southerly line of said 436.9248 Acre Tract, being the most westerly north corner of Lot 1, Block A of B.C.R.U.A. Subdivision, a subdivision of record in Document No. 201000091, Official Public Records of Travis County, Texas, from which a 1/2" iron rod found in the common line of said 436.9248 Acre Tract and said Lot 1, at the most easterly north corner of said Lot 1, bears N88°14'36"E, a distance of 26.42 and from which another 1/2" iron rod found in the northwesterly line of said Lot 1, at the common easterly corner of a 2144.875 acre tract of land described in a deed of record to Travisso, Ltd. in Document Number 2013056181, Official Public Records of Travis County, Texas and said 436.9248 Acre Tract, bears S42°50'31"W, a distance of 833.68 feet;

**THENCE** N73°02'58"W, over and across said 436.9248 Acre Tract, a distance of 2178.15 feet to the most easterly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE** over and across said 436.9248 Acre Tract, the following three (3) courses:

1. N75°24'27"W, a distance of 491.16 feet to the point of curvature of a curve to the left;
2. Along said curve to the left, having a radius of 600.00 feet, an arc length of 311.89 feet and a chord which bears S89°42'03"W, a distance of 308.39 feet to the end of said curve;
3. S74°48'33"W, a distance of 558.35 feet to a point in the westerly line of said 436.9248 Acre Tract, same being an easterly line of said 2144.875 Acre Tract, for the southwesterly corner of the herein described tract;

**THENCE** with the common line of said 436.9248 Acre Tract and said 2144.875 Acre Tract, the following five (5) courses:

1. N25°38'50"W, a distance of 72.15 feet to a 1/2" iron rod found;
2. N41°43'41"E, a distance of 65.39 feet to a 1/2" iron rod found;
3. N23°37'41"E, a distance of 197.40 feet to a 1/2" iron rod found;
4. N13°47'13"E, a distance of 196.53 feet to a 1/2" iron rod found;
5. N54°13'43"E, a distance of 22.65 feet to the northwesterly corner of the herein described tract;

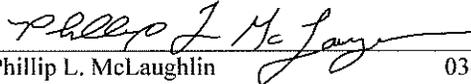


THENCE over and across said 436.9248 Acre Tract, the following six (6) courses:

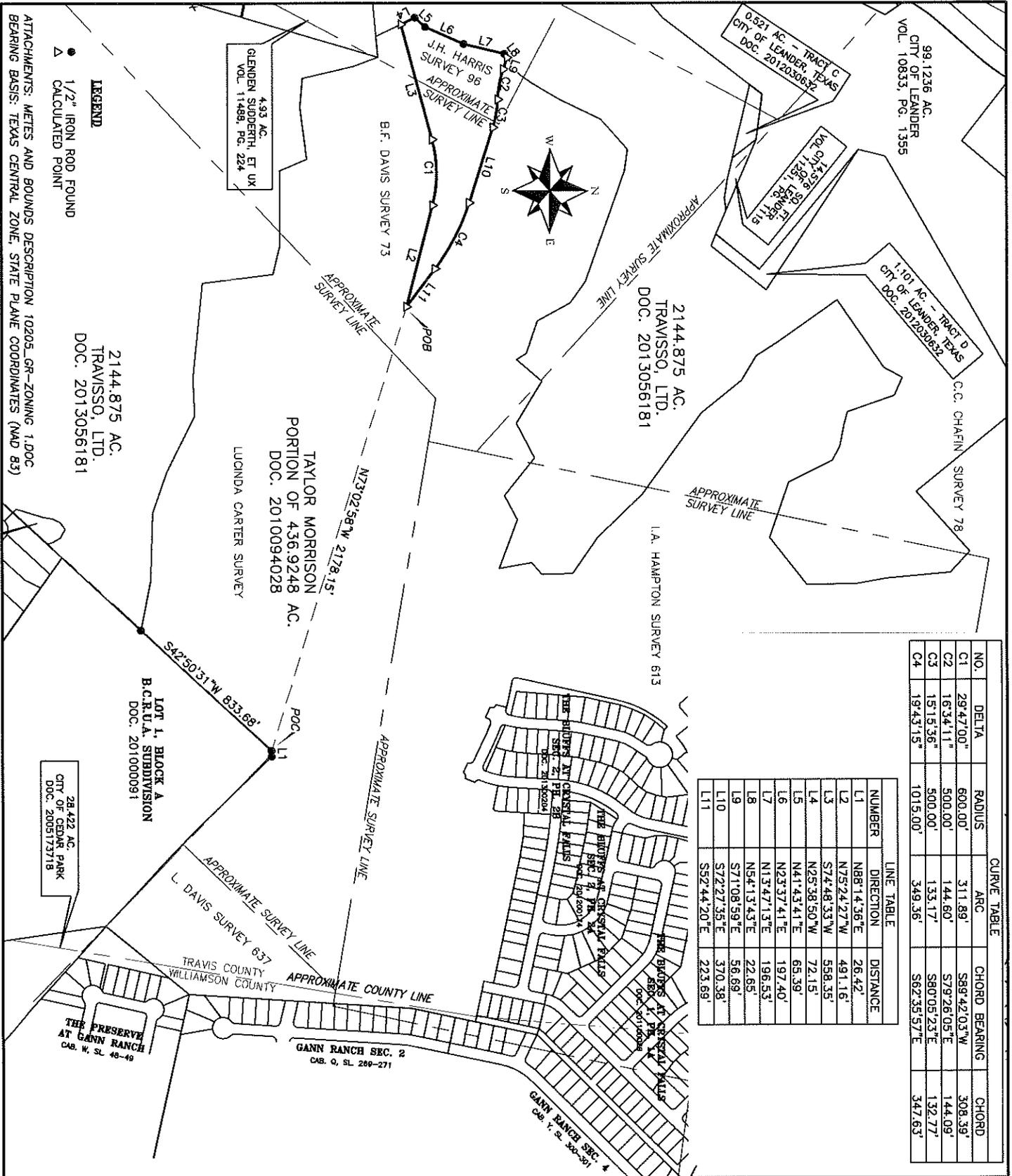
1. S71°08'59"E, a distance of 56.69 feet to the point of curvature of a curve to the left;
2. Along said curve to the left, having a radius of 500.00 feet, an arc length of 144.60 feet and a chord which bears S79°26'05"E, a distance of 144.09 feet to the point of reverse curvature of a curve to the right;
3. Along said curve to the right, having a radius of 500.00 feet, an arc length of 133.17 feet and a chord which bears S80°05'23"E, a distance of 132.77 feet to the end of said curve;
4. S72°27'35"E, a distance of 370.38 feet to the point of curvature of a curve to the right;
5. Along said curve to the right, having a radius of 1015.00 feet, an arc length of 349.36 feet and a chord which bears S62°35'57"E, a distance of 347.63 feet to the end of said curve;
6. S52°44'20"E, a distance of 223.69 feet to the **POINT OF BEGINNING**, containing an area of 6.729 ACRES OF LAND MORE OR LESS.

Attachments: 10205\_GR-Bluffs 3-Zoning IExhibit.dwg

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

  
Phillip L. McLaughlin 03-04-14  
Registered Professional Land Surveyor  
State of Texas No. 5300





NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	29°47'00"	600.00'	311.89'	S89°42'03"W	308.39'
C2	16°34'11"	500.00'	144.60'	S79°26'05"E	144.09'
C3	15°15'36"	500.00'	133.17'	S60°05'23"E	132.77'
C4	19°43'15"	1015.00'	349.35'	S62°35'57"E	347.65'

NUMBER	DIRECTION	DISTANCE
L1	N88°14'36"E	26.42'
L2	N75°24'27"W	491.16'
L3	S74°48'33"W	558.35'
L4	N25°38'50"W	72.15'
L5	N41°43'41"E	65.39'
L6	N23°37'41"E	197.40'
L7	N13°47'13"E	196.53'
L8	N5°41'34"E	22.65'
L9	S71°08'59"E	56.69'
L10	S72°27'35"E	370.38'
L11	S92°44'20"E	223.69'

2144.875 AC.  
TRAVISSO, LTD.  
DOC. 2013056181

TAYLOR MORRISON  
PORTION OF 436.9248 AC.  
DOC. 2010094028

2144.875 AC.  
TRAVISSO, LTD.  
DOC. 2013056181

L.A. HAMPTON SURVEY 613

99.1236 AC.  
CITY OF LEANDER, TEXAS  
VOL. 10833, PG. 1355

1.101 AC. - TRACT D  
CITY OF LEANDER, TEXAS  
DOC. 2012030632

14576 SQ. FT.  
VOL. 07, 1251, PG. 115

4.93 AC.  
GLENDA SUDDETH, ET UX  
VOL. 11489, PG. 224

**LEGEND**  
● 1/2" IRON ROD FOUND  
△ CALCULATED POINT

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 10205\_GR-ZONING 1.DOC  
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET  
1  
1

**ZONING 1  
EXHIBIT**

PLOTTING SCALE: 1" = 600'  
DRAWN BY: PMC  
REVIEWED BY: DRS  
PROJECT NO: 10205  
FILE: L:10205\_GR-BLUFFS 3-EXHIBIT  
DATE: MARCH 4, 2014

6.729 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE B.F. DAVIS SURVEY 73 AND THE J.H. HARRIS SURVEY 96, BEING A PORTION OF A 436.9248 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON IN DOCUMENT NUMBER 2010094028, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

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



5.038 ACRES  
TAYLOR MORRISON  
BLUFFS SECTION 3 ZONING TRACT 2

DESCRIPTION OF 5.038 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE I.A. HAMPTON SURVEY 613, THE B.F. DAVIS SURVEY 73 AND THE LUCINDA CARTER SURVEY, BEING A PORTION OF A 436.9248 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON IN DOCUMENT NUMBER 2010094028, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 5.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" iron rod found in the southerly line of said 436.9248 Acre Tract, being the most westerly north corner of Lot 1, Block A of B.C.R.U.A. Subdivision, a subdivision of record in Document No. 201000091, Official Public Records of Travis County, Texas, from which a 1/2" iron rod found in the common line of said 436.9248 Acre Tract and said Lot 1, at the most easterly north corner of said Lot 1, bears N88°14'36"E, a distance of 26.42 and from which another 1/2" iron rod found in the northwesterly line of said Lot 1, at the common easterly corner of a 2144.875 acre tract of land described in a deed of record to Travisso, Ltd. in Document Number 2013056181, Official Public Records of Travis County, Texas and said 436.9248 Acre Tract, bears S42°50'31"W, a distance of 833.68 feet;

**THENCE** N39°18'42"W, over and across said 436.9248 Acre Tract, a distance of 702.98 feet to the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE** over and across said 436.9248 Acre Tract, the following fifteen (15) courses:

1. S79°40'23"W, a distance of 32.05 feet;
2. N57°19'25"W, a distance of 65.20 feet to the point of curvature of a curve to the right;
3. Along said curve to the right, having a radius of 530.00 feet, an arc length of 711.15 feet and a chord which bears S71°01'24"W, a distance of 658.99 feet to the end of said curve;
4. N70°32'15"W, a distance of 105.16 feet to the point of curvature of a curve to the left;
5. Along said curve to the left, having a radius of 1015.00 feet, an arc length of 297.86 feet and a chord which bears N78°56'40"W, a distance of 296.80 feet to the end of said curve;
6. N87°21'05"W, a distance of 40.02 feet to the point of curvature of a curve to the right;
7. Along said curve to the right, having a radius of 885.00 feet, an arc length of 534.63 feet and a chord which bears N70°02'43"W, a distance of 526.54 feet to the end of said curve;
8. N52°44'20"W, a distance of 4.07 feet;
9. S75°24'27"E, a distance of 295.42 feet to the point of curvature of a curve to the left;
10. Along said curve to the left, having a radius of 1100.00 feet, an arc length of 291.32 feet and a chord which bears S82°59'40"E, a distance of 290.47 feet to the end of said curve;
11. N89°25'07"E, a distance of 418.54 feet to the point of curvature of a curve to the left;

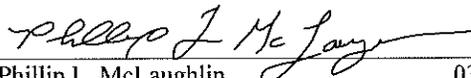
1805 Ouida Dr., Austin, Texas 78728 • Firm # 10032000  
Phone (512)267-7430 • Fax (512)836-8385



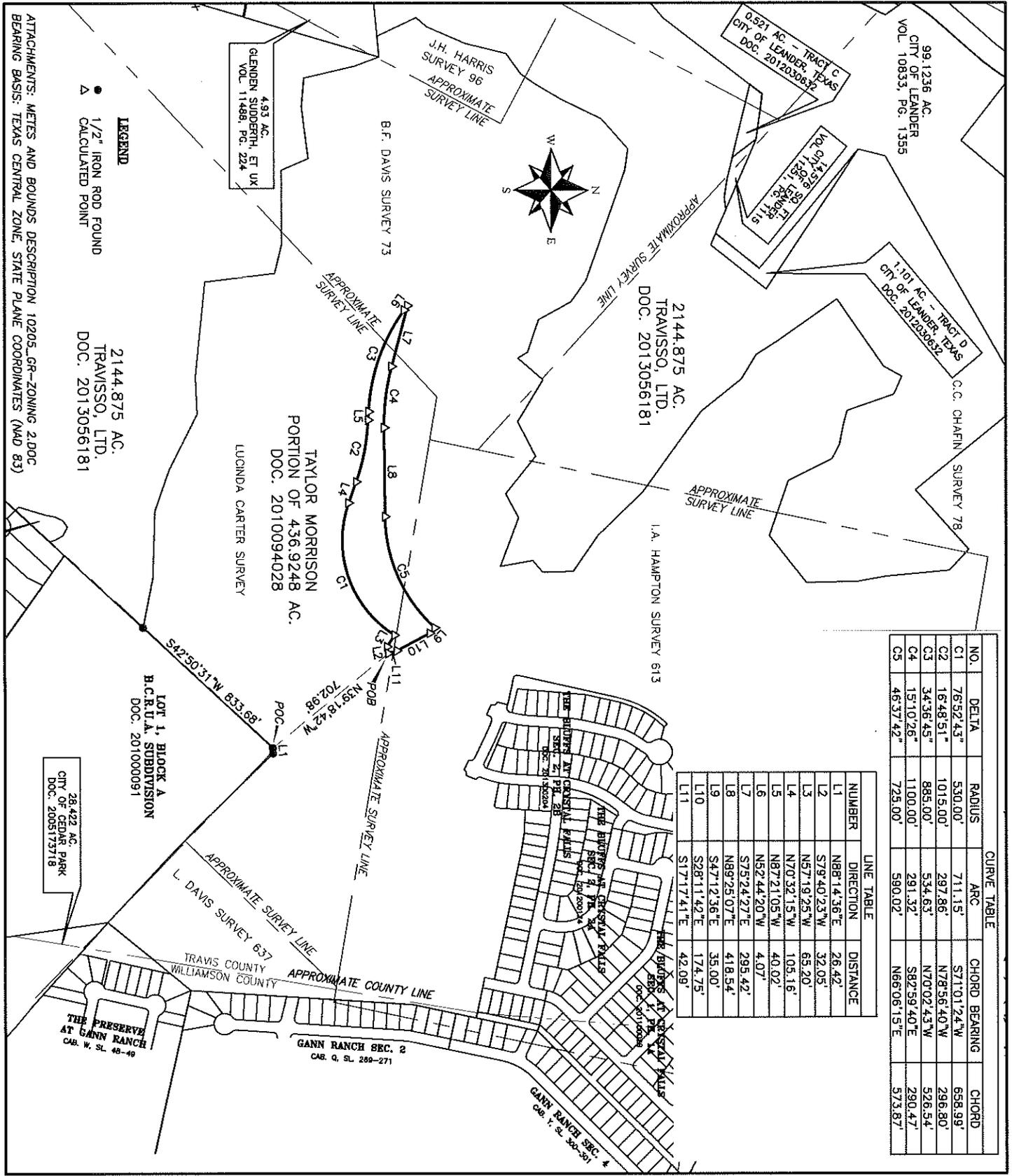
12. Along said curve to the left, having a radius of 725.00 feet, an arc length of 590.02 feet and a chord which bears N66°06'15"E, a distance of 573.87 feet to the end of said curve;
13. S47°12'36"E, a distance of 35.00 feet;
14. S28°11'42"E, a distance of 174.75 feet;
15. S17°17'41"E, a distance of 42.09 feet to the **POINT OF BEGINNING**, containing an area of 5.038 ACRES OF LAND MORE OR LESS.

Attachments: 10205\_GR-Bluffs 3-Zoning 2Exhibit.dwg

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

  
Phillip L. McLaughlin 03-04-14  
Registered Professional Land Surveyor  
State of Texas No. 5300





CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	76°52'43"	530.00'	711.15'	S71°01'24"W	658.99'
C2	16°48'51"	1015.00'	297.86'	N78°56'40"W	296.80'
C3	34°36'45"	885.00'	534.63'	N70°02'43"W	526.54'
C4	15°10'26"	1100.00'	291.32'	S82°59'40"E	290.47'
C5	46°37'42"	725.00'	590.02'	N66°06'15"E	573.87'

LINE TABLE			
NUMBER	DIRECTION	DISTANCE	
L1	N88°14'36"E	26.42'	
L2	S79°40'23"W	32.05'	
L3	N57°19'25"W	65.20'	
L4	N70°32'15"W	105.16'	
L5	N87°21'05"W	40.02'	
L6	N52°44'20"W	4.07'	
L7	S75°24'27"E	295.42'	
L8	N89°25'07"E	418.54'	
L9	S47°12'36"E	35.00'	
L10	S28°11'42"E	174.75'	
L11	S17°17'41"E	42.09'	

**LEGEND**  
 ● 1/2" IRON ROD FOUND  
 ▲ CALCULATED POINT

2144.875 AC.  
 TRIVISSO, LTD.  
 DOC. 2013056181

TAYLOR MORRISON  
 PORTION OF 436.9248 AC.  
 DOC. 2010094028  
 LUCINDA CARTER SURVEY

LOT 1, BLOCK A  
 B.C.R.U.A. SUBDIVISION  
 DOC. 2010000951

28.423 AC.  
 CITY OF CEDAR PARK  
 DOC. 2005173718

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 10205\_GR-ZONING 2.DOC  
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET  
 1  
 1

**ZONING 2  
 EXHIBIT**

PLOTTING SCALE: 1" = 600'  
 DRAWN BY: PMC  
 REVIEWED BY: DRS  
 PROJECT NO: 10205  
 FILE: L:10205\_GR-BLUFFS 3-EXHIBIT  
 DATE: MARCH 4, 2014

5.038 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE I.A. HAMPTON SURVEY 613, THE B.F. DAVIS SURVEY 73 AND THE LUCINDA CARTER SURVEY, BEING A PORTION OF A 436.9248 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON IN DOCUMENT NUMBER 2010094028, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

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



1.618 ACRES  
TAYLOR MORRISON  
BLUFFS SECTION 3 ZONING TRACT 3

DESCRIPTION OF 1.618 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE LUCINDA CARTER SURVEY, BEING A PORTION OF A 436.9248 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON IN DOCUMENT NUMBER 2010094028, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1.618 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" iron rod found in the southerly line of said 436.9248 Acre Tract, being the most westerly north corner of Lot 1, Block A of B.C.R.U.A. Subdivision, a subdivision of record in Document No. 201000091, Official Public Records of Travis County, Texas, from which a 1/2" iron rod found in the common line of said 436.9248 Acre Tract and said Lot 1, at the most easterly north corner of said Lot 1, bears N88°14'36"E, a distance of 26.42 and from which another 1/2" iron rod found in the northwesterly line of said Lot 1, at the common easterly corner of a 2144.875 acre tract of land described in a deed of record to Trivisso, Ltd. in Document Number 2013056181, Official Public Records of Travis County, Texas and said 436.9248 Acre Tract, bears S42°50'31"W, a distance of 833.68 feet;

**THENCE** N41°35'54"W, over and across said 436.9248 Acre Tract, a distance of 34.46 feet to the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE** over and across said 436.9248 Acre Tract, the following thirteen (13) courses:

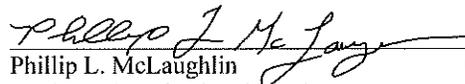
1. N41°37'07"W, a distance of 160.32 feet;
2. N61°00'50"W, a distance of 43.31 feet;
3. N35°34'35"W, a distance of 366.17 feet;
4. N85°52'16"W, a distance of 41.38 feet;
5. N17°17'41"W, a distance of 80.11 feet;
6. N79°40'23"E, a distance of 60.14 feet;
7. S72°06'28"E, a distance of 70.59 feet;
8. S59°35'15"E, a distance of 85.69 feet;
9. S47°00'17"E, a distance of 61.88 feet;
10. S37°07'39"E, a distance of 126.43 feet;
11. S34°47'12"E, a distance of 109.03 feet;
12. S15°26'01"E, a distance of 120.91 feet;
13. S03°08'21"E, a distance of 114.92 feet to the **POINT OF BEGINNING**, containing an area of 1.618 ACRES OF LAND MORE OR LESS.

1805 Ouida Dr., Austin, Texas 78728 • Firm # 10032000  
Phone (512)267-7430 • Fax (512)836-8385

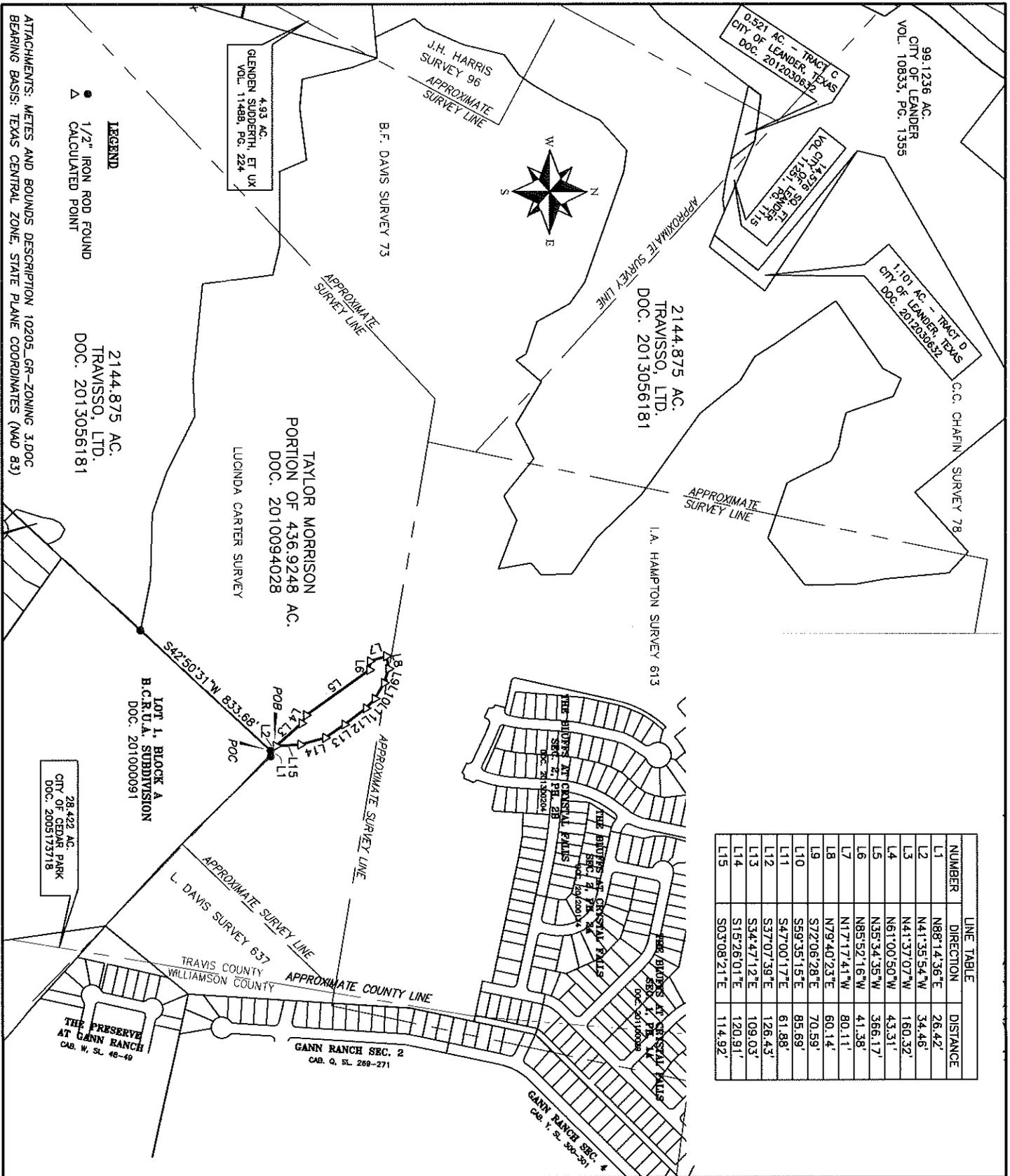


Attachments: 10205\_GR-Bluffs 3-Zoning 3Exhibit.dwg

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

  
Phillip L. McLaughlin 03-04-14  
Registered Professional Land Surveyor  
State of Texas No. 5300





NUMBER	DIRECTION	DISTANCE
L1	N88°14'36"E	26.42'
L2	N41°35'54"W	34.46'
L3	N41°37'07"W	160.32'
L4	N61°00'50"W	43.31'
L5	N35°34'35"W	366.17'
L6	N85°52'16"W	41.38'
L7	N17°17'41"W	80.11'
L8	N79°40'23"E	60.14'
L9	S72°06'28"E	70.59'
L10	S59°35'15"E	85.69'
L11	S47°00'17"E	61.88'
L12	S37°07'39"E	126.43'
L13	S34°47'12"E	109.03'
L14	S15°26'01"E	120.91'
L15	S03°08'21"E	114.92'

**LEGEND**  
 ● 1/2" IRON ROD FOUND  
 ▲ CALCULATED POINT

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 10205\_GR-ZONING 3.DOC  
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

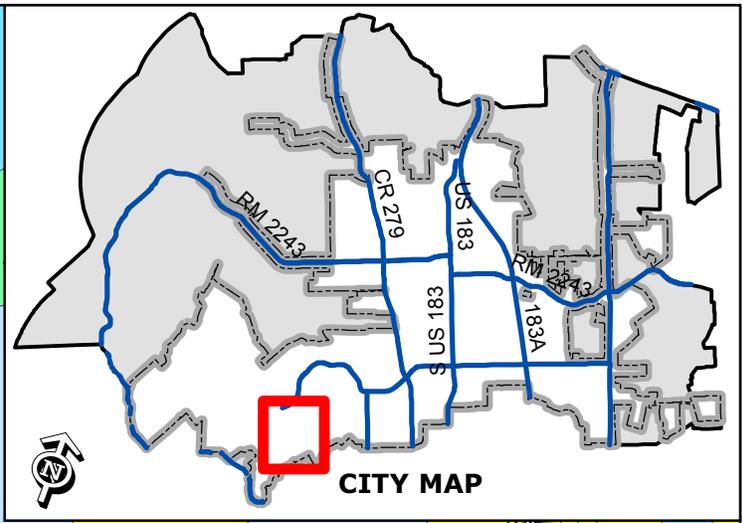
SHEET  
 1 / 1

**ZONING 3  
 EXHIBIT**

PLOTTING SCALE: 1" = 600'  
 DRAWN BY: PMC  
 REVIEWED BY: DRS  
 PROJECT NO: 10205  
 FILE: L:10205\_GR-BLUFFS 3-EXHIBIT  
 DATE: MARCH 4, 2014

1.618 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE LUCINDA CARTER SURVEY, BEING A PORTION OF A 436.9248 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON IN DOCUMENT NUMBER 2010094028, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

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



**EXHIBIT B**

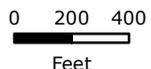
**Zoning Case  
14-Z-006**

Bluffs at Crystal Falls Sec. 3



- 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     |     |



f) Consider Action

**Commissioner Anderson moved to approve the concept with staff recommendations, Commissioner Allen seconded the motion. Motion passed unanimously.**

9. **Zoning Case 14-Z-006:** Hold a public hearing and consider action on the rezoning of several tracts of land located to the west of the western terminus of Osage Drive in the Bluffs at Crystal Falls Subdivision; Legally described as 13.385 acres more or less out of the B.F. Davis Survey 73, the J.H. Harris Survey 96, the I.A. Hampton Survey 613, and the Lucinda Carter Survey; TCAD Parcel 831299. Currently, the property is zoned SFU-2-B (Single- Family Urban), SFS-2-B (Single-Family Suburban), and SFC-2-B (Single-Family Compact). The property is proposed to be zoned SFU-2-B (Single- Family Urban), SFS-2-B (Single-Family Suburban), and SFC-2-B (Single-Family Compact), Leander, Travis County, Texas. Applicant: Sam Kiger on behalf of Taylor Morrison at Crystal Falls, LLC.

a) Staff Presentation

**Martin Siwek, Planner, discussed request & surrounding land uses.**

b) Applicant Presentation

**Michael Slack 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

**Some discussion took place**

f) Consider Action

**Commissioner Sokol moved to approve the zoning request, Commissioner Wixon seconded the motion. Motion passed unanimously.**

**Meeting adjourned at 7:38 pm**

---

Chairman Seiler

**ATTEST:**

\_\_\_\_\_  
Ellen Pizalate, P & Z Secretary



**Executive Summary**

**April 17, 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,

A handwritten signature in blue ink, reading "Talley Williams".

Talley Williams

Metcalf 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 17, 2014**

**Agenda Subject:** Discussion and possible action to approve the second amendment to the Facilities Agreements for Travis County Municipal Utility Districts 19, 20 and 21.

**Background:** The applicant has proposed the second amendment to the facilities agreements to allow for the transfer of land among the three Travisso MUDs without the requirement for additional consent by the City. The MUDs would be required to provide notice to the City of any transfer of land between the MUDs.

The original agreements were approved July 20, 2012. The agreements were subsequently assigned to Taylor Morrison on December 21, 2012 and then to Travisso, Ltd. on April 12, 2013.

The first amendment to the facilities agreements were approved on November 1, 2012.

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

**Recommendation:** Staff recommends approval of the amendment.

**Attachments:**

1. Second amendment to Facilities Agreement for Travis County MUD No. 19
2. Second amendment to Facilities Agreement for Travis County MUD No. 20
3. Second amendment to Facilities Agreement for Travis County MUD No. 21

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

4/9/14

**SECOND AMENDMENT TO FACILITIES AGREEMENT**

THE STATE OF TEXAS           §  
  §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TRAVIS           §

This Second Amendment to Facilities Agreement (this “Second Amendment”) is executed by **Travisso, Ltd.**, a Texas limited partnership, (“Owner”), the **City of Leander, Texas**, a home rule municipal corporation (“City”), and **Travis County Municipal Utility District No. 19**, a municipal utility district created and operating pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code (“District”) to be effective as of the date below.

**RECITALS:**

A. Lookout Partners, L.P., a Texas limited partnership, and Key-Deer Holdings, L.P., a Texas limited partnership (collectively, “Original Owners”) and the City have entered into that certain Facilities Agreement dated effective on or about July 20, 2012 for the acquisition, construction and financing of certain improvements for an approximately 624.20-acre tract in Travis County, Texas, which was amended by that certain First Amendment to Facilities Agreement dated effective on or about November 1, 2012. The Facilities Agreement and First Amendment to Facilities Agreement are herein referred to as the Agreement. Pursuant to the terms of the Agreement, the District joined and executed the Agreement following its creation.

B. Original Owners assigned to Taylor Morrison of Texas, Inc., a Texas corporation, and Taylor Morrison of Texas, Inc. received from Original Owners, all of Original Owners’ rights and obligations under the Agreement pursuant to that certain Assignment of Facilities Agreements dated to be effective on December 21, 2012. Taylor Morrison of Texas, Inc. subsequently assigned all of its rights and obligations under the Agreement to Owner pursuant to that certain Assignment of Facilities Agreements dated to be effective on April 12, 2013.

C. The City, the District, and Owner, as successor in interest to Original Owners, have agreed to make certain amendments and modifications to the Agreement.

**AGREEMENTS:**

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements of the Parties hereinafter set forth, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, the District and the City hereby agree as follows:

1. Defined Terms. Unless otherwise defined in this Second Amendment or the context otherwise requires, each term used in this Second Amendment with its initial letter capitalized which has been specifically defined in the Agreement shall have the same meaning herein as given to such term in the Agreement.

2. Amendment. The Agreement is amended by addition of the following Section 3.08 immediately following Section 3.07 of the Agreement:

Section 3.08 Administration of Municipal Utility Districts.

(a) Subject to the terms of this Section, the City agrees that land may be annexed into or excluded from the District without additional consent from the City if the land to be annexed or excluded is currently within the Property as defined in the Development Agreement (“Travisso”). Prior to the annexation or exclusion of land under this section, the District shall provide written notice to the City of its intent to annex or exclude land, together with a legal description of the property proposed to be annexed or excluded and the District’s proposed date of annexation or exclusion. The City may object to the proposed annexation or exclusion and shall provide written notice of any objection to the District within 30 days of receipt of the District’s notice. Upon receipt of the City’s timely objection, the District shall be required to obtain the City’s consent to such annexation or exclusion. The City’s failure to timely object to the District’s notice shall be deemed the City’s consent to such annexation or exclusion.

(b) For any annexation of land that is not within the Property and is not subject to the Development Agreement, the District shall be required to obtain the consent of the City prior to any proposed annexation into the District.

(c) In the event of an annexation or exclusion of land among the Districts within Travisso, the limitation within Section 3.04 shall be increased (or decreased) in proportion to the acreage added (or excluded) for each District; provided that the total amount of Bonds to be issued by the District, Travis County Municipal Utility District No. 20, and Travis County Municipal Utility District No. 21 combined shall not exceed \$219,012,000.00.

3. Continuing Effect. Except as expressly modified by the terms and provisions of this Second Amendment, each and every of the terms and provisions of the Agreement are unchanged and continued in full force and effect.

4. Parties Bound. This Second Amendment shall be binding upon the parties hereto and their respective successors and assigns.

5. Counterparts. Multiple copies of this Second Amendment may be executed by the handwritten signatures of the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument. To facilitate the execution of this Second Amendment, the parties may execute and exchange by email or facsimile transmission scanned or facsimile counterparts of this Second Amendment with handwritten signatures, and such scans or facsimiles shall be deemed original and effective for all purposes.

EFFECTIVE as of \_\_\_\_\_, 2014.

**OWNER:**

**TRAVISSO, LTD.,**

a Texas limited partnership

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of TMC Travisso GP, LLC, a Texas limited liability company, as general partner of Travisso, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**CITY:**

**The City Of Leander, Texas**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_       §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of The City of Leander, Texas, on behalf of said city.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**DISTRICT:**

**Travis County Municipal Utility District No. 19**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, \_\_\_\_\_ of Travis County Municipal Utility District No. 19, on behalf of said municipal utility district.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**SECOND AMENDMENT TO FACILITIES AGREEMENT**

THE STATE OF TEXAS                   §  
  §           KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TRAVIS                   §

This Second Amendment to Facilities Agreement (this “Second Amendment”) is executed by **Travisso, Ltd.**, a Texas limited partnership, (“Owner”), the **City of Leander, Texas**, a home rule municipal corporation (“City”), and **Travis County Municipal Utility District No. 20**, a municipal utility district created and operating pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code (“District”) to be effective as of the date below.

**RECITALS:**

A. Lookout Partners, L.P., a Texas limited partnership, and Key-Deer Holdings, L.P., a Texas limited partnership (collectively, “Original Owners”) and the City have entered into that certain Facilities Agreement dated effective on or about July 20, 2012 for the acquisition, construction and financing of certain improvements for an approximately 754.55-acre tract in Travis County, Texas, which was amended by that certain First Amendment to Facilities Agreement dated effective on or about November 1, 2012. The Facilities Agreement and First Amendment to Facilities Agreement are herein referred to as the Agreement. Pursuant to the terms of the Agreement, the District joined and executed the Agreement following its creation.

B. Original Owners assigned to Taylor Morrison of Texas, Inc., a Texas corporation, and Taylor Morrison of Texas, Inc. received from Original Owners, all of Original Owners’ rights and obligations under the Agreement pursuant to that certain Assignment of Facilities Agreements dated to be effective on December 21, 2012. Taylor Morrison of Texas, Inc. subsequently assigned all of its rights and obligations under the Agreement to Owner pursuant to that certain Assignment of Facilities Agreements dated to be effective on April 12, 2013.

C. The City, the District, and Owner, as successor in interest to Original Owners, have agreed to make certain amendments and modifications to the Agreement.

**AGREEMENTS:**

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements of the Parties hereinafter set forth, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, the District and the City hereby agree as follows:

1. Defined Terms. Unless otherwise defined in this Second Amendment or the context otherwise requires, each term used in this Second Amendment with its initial letter capitalized which has been specifically defined in the Agreement shall have the same meaning herein as given to such term in the Agreement.

2. Amendment. The Agreement is amended by addition of the following Section 3.08 immediately following Section 3.07 of the Agreement:

Section 3.08 Administration of Municipal Utility Districts.

(a) Subject to the terms of this Section, the City agrees that land may be annexed into or excluded from the District without additional consent from the City if the land to be annexed or excluded is currently within the Property as defined in the Development Agreement (“Travisso”). Prior to the annexation or exclusion of land under this section, the District shall provide written notice to the City of its intent to annex or exclude land, together with a legal description of the property proposed to be annexed or excluded and the District’s proposed date of annexation or exclusion. The City may object to the proposed annexation or exclusion and shall provide written notice of any objection to the District within 30 days of receipt of the District’s notice. Upon receipt of the City’s timely objection, the District shall be required to obtain the City’s consent to such annexation or exclusion. The City’s failure to timely object to the District’s notice shall be deemed the City’s consent to such annexation or exclusion.

(b) For any annexation of land that is not within the Property and is not subject to the Development Agreement, the District shall be required to obtain the consent of the City prior to any proposed annexation into the District.

(c) In the event of an annexation or exclusion of land among the Districts within Travisso, the limitation within Section 3.04 shall be increased (or decreased) in proportion to the acreage added (or excluded) for each District; provided that the total amount of Bonds to be issued by the District, Travis County Municipal Utility District No. 19, and Travis County Municipal Utility District No. 21 combined shall not exceed \$219,012,000.00.

3. Continuing Effect. Except as expressly modified by the terms and provisions of this Second Amendment, each and every of the terms and provisions of the Agreement are unchanged and continued in full force and effect.

4. Parties Bound. This Second Amendment shall be binding upon the parties hereto and their respective successors and assigns.

5. Counterparts. Multiple copies of this Second Amendment may be executed by the handwritten signatures of the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument. To facilitate the execution of this Second Amendment, the parties may execute and exchange by email or facsimile transmission scanned or facsimile counterparts of this Second Amendment with handwritten signatures, and such scans or facsimiles shall be deemed original and effective for all purposes.

EFFECTIVE as of \_\_\_\_\_, 2014.

**OWNER:**

**TRAVISSO, LTD.,**

a Texas limited partnership

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS     §

§

COUNTY OF TRAVIS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of TMC Travisso GP, LLC, a Texas limited liability company, as general partner of Travisso, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**CITY:**

**The City Of Leander, Texas**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, \_\_\_\_\_ of The City of Leander, Texas, on behalf of said city.

\_\_\_\_\_

NOTARY PUBLIC, State of Texas

**DISTRICT:**

**Travis County Municipal Utility District No. 20**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, \_\_\_\_\_ of Travis County Municipal Utility District No. 20, on behalf of said municipal utility district.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**SECOND AMENDMENT TO FACILITIES AGREEMENTS**

THE STATE OF TEXAS                    §  
  §           KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TRAVIS                    §

This Second Amendment to Facilities Agreement (this “Second Amendment”) is executed by **Travisso, Ltd.**, a Texas limited partnership, (“Owner”), the **City of Leander, Texas**, a home rule municipal corporation (“City”), and **Travis County Municipal Utility District No. 21**, a municipal utility district created and operating pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code (“District”) to be effective as of the date below.

**RECITALS:**

A.       Lookout Partners, L.P., a Texas limited partnership, and Key-Deer Holdings, L.P., a Texas limited partnership (collectively, “Original Owners”) and the City have entered into that certain Facilities Agreement dated effective on or about July 20, 2012 for the acquisition, construction and financing of certain improvements for an approximately 739.85-acre tract in Travis County, Texas, which was amended by that certain First Amendment to Facilities Agreement dated effective on or about November 1, 2012. The Facilities Agreement and First Amendment to Facilities Agreement are herein referred to as the Agreement. Pursuant to the terms of the Agreement, the District joined and executed the Agreement following its creation.

B.       Original Owners assigned to Taylor Morrison of Texas, Inc., a Texas corporation, and Taylor Morrison of Texas, Inc. received from Original Owners, all of Original Owners’ rights and obligations under the Agreement pursuant to that certain Assignment of Facilities Agreements dated to be effective on December 21, 2012. Taylor Morrison of Texas, Inc. subsequently assigned all of its rights and obligations under the Agreement to Owner pursuant to that certain Assignment of Facilities Agreements dated to be effective on April 12, 2013.

C.       The City, the District, and Owner, as successor in interest to Original Owners, have agreed to make certain amendments and modifications to the Agreement.

**AGREEMENTS:**

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1.       Defined Terms. Unless otherwise defined in this Second Amendment or the context otherwise requires, each term used in this Second Amendment with its initial letter capitalized which has been specifically defined in the Agreement shall have the same meaning herein as given to such term in the Agreement.

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(c) In the event of an annexation or exclusion of land among the Districts within Travisso, the limitation within Section 3.04 shall be increased (or decreased) in proportion to the acreage added (or excluded) for each District; provided that the total amount of Bonds to be issued by the District, Travis County Municipal Utility District No. 19, and Travis County Municipal Utility District No. 20 combined shall not exceed \$219,012,000.00.

3. Continuing Effect. Except as expressly modified by the terms and provisions of this Second Amendment, each and every of the terms and provisions of the Agreement are unchanged and continued in full force and effect.

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5. Counterparts. Multiple copies of this Second Amendment may be executed by the handwritten signatures of the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument. To facilitate the execution of this Second Amendment, the parties may execute and exchange by email or facsimile transmission scanned or facsimile counterparts of this Second Amendment with handwritten signatures, and such scans or facsimiles shall be deemed original and effective for all purposes.

EFFECTIVE as of \_\_\_\_\_, 2014.

**OWNER:**

**TRAVISSO, LTD.,**

a Texas limited partnership

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of TMC Travisso GP, LLC, a Texas limited liability company, as general partner of Travisso, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**CITY:**

**The City Of Leander, Texas**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ of The City of Leander, Texas, on behalf of said city.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**DISTRICT:**

**Travis County Municipal Utility District No. 21**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, \_\_\_\_\_ of Travis County Municipal Utility District No. 21, on behalf of said municipal utility district.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas



**Executive Summary**

**April 17, 2014**

**Agenda Subject:** Discussion and possible action to approve the assignment of the Development and Annexation Agreement with RMD Holdings, LP to Ewing Development Company, LLC.

**Background:** The City Council approved the development and annexation agreement for the 150.2 acre tract along CR 280 with RMD Holdings, LP on September 19, 2013. RMD Holdings has requested that the agreement be assigned to Ewing Development Company, LLC. The agreement allows for assignment with City Council approval.

**Origination:** Applicant: RMD Holdings, LP and Ewing Development Company, LLC

**Recommendation:** Staff recommends approval of the assignment.

**Attachments:**

1. Letter from RMD Holdings
2. Assignment of Development and Annexation Agreement

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

4/10/14

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON       §

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

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

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

C. Assignor desires to assign all of Assignor's rights in the Agreement relating to the real property described in the attached Exhibit A (the "Property") (which is the same property subject to the Agreement and described in Exhibit A to the Agreement), to Assignee, and Assignee desires to acquire the same from Assignor, subject to the terms, conditions and limitations herein.

D. Assignee currently owns the Property.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor has ASSIGNED, TRANSFERRED AND CONVEYED and by these premises does hereby ASSIGN, TRANSFER AND CONVEY to Assignee all of Assignor's right, title and interest in, to and under the Agreement with respect to the Property.

2. Assumption. Assignee, by its acceptance hereof, hereby: (a) agrees to all terms and conditions of the Agreement and covenants and agrees to assume and perform all duties and obligations to be performed and/or discharged by Assignor under the Agreement; and (b) agrees to develop the Property in compliance with the requirements of the Agreement.

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

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

4. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof.

5. Binding Effect. All of the terms, provisions, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. The headings and captions in this Assignment are for convenience only, and shall not control or affect the meaning or construction of any provision of this Assignment.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**ASSIGNOR:**

RMD Holdings, LP, a Texas limited partnership

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

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

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

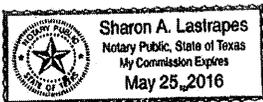
**ASSIGNEE:**

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

Date: 3-27-14

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

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



[Signature]  
NOTARY PUBLIC, State of Texas

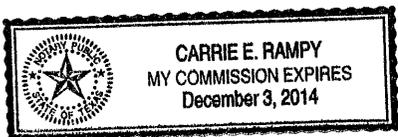
(SEAL)

STATE OF TEXAS           §  
   §  
COUNTY OF WILLIAMSON   §

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

Carrie E. Raby  
NOTARY PUBLIC, State of Texas

(SEAL)



(SEAL)

**CONSENT:**

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

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

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

**ATTEST:**

By: \_\_\_\_\_  
Debbie Haile, City Secretary

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

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

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

(SEAL)

**EXHIBIT A**  
Legal Description of the Property

**EXHIBIT 'A'**

**METES AND BOUNDS DESCRIPTION**

**OF A 150.176 ACRE TRACT OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NUMBER 134, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN 152.60 ACRE TRACT OF LAND AS CONVEYED TO EWING DEVELOPMENT COMPANY, L.L.C. BY DEED OF RECORD IN DOCUMENT 2000035871 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at an iron rod found for the northwest corner of said 152.60 acre tract, being the southwest corner of that certain 259.71 acre tract of land as conveyed to Roy L. Sullivan by deed of record in document 1997035428 of said Public Records, being a point in the east line of that certain 239.7 acre tract as conveyed to Mary Friou by deed of record in Volume 698, Page 262 of the Deed Records of Williamson County, and being at or near the common corner of said Charles Cochran Survey, Abstract Number 134, the B.O. Payne Survey, Abstract Number 508, the William W. Hornsby Survey, Abstract Number 308, and the G.C. & F.F.R.R. Survey, Abstract Number 882;

**THENCE**, departing the easterly line of said 239.7 acre tract, in general with a fence along the northerly line of said 152.60 acre tract and hereof, being along or near the common line of said Cochran Survey and said Payne Survey, the following two (2) courses and distances:

- 1) N68° 12' 40"E, a distance of 993.99 feet to a 60d nail found;
- 2) N69° 39' 43"E, a distance of 782.06 feet to an iron rod found for the northeast corner of said 152.60 acre tract and hereof, also being the northwest corner of that certain 327 acre tract of land as conveyed to Lackey Holdings, Ltd. by deed of record in document 1998059224 of said Public Records;

**THENCE**, departing the southerly line of said 259.71 acre tract, departing the common line of said Cochran Survey and said Payne Survey, and with a fence along the common line of said 152.60 acre tract and said 327 acre tract for the easterly line hereof, the following three (3) courses and distances:

- 1) S22° 14' 51"E, a distance of 1,604.70 feet to an iron rod found;
- 2) S21° 49' 24"E, a distance of 417.24 feet to an iron rod found;
- 3) S20° 33' 29"E, a distance of 746.47 feet to an iron rod found for the northeast corner of that certain 2.070 acre tract as conveyed to The City of Leander by deed of record in document 2005102710 of said Public Records;

**THENCE**, departing the westerly line of said 327 acre tract, through the interior of said 152.60 acre tract, along the northerly, westerly, and southerly lines of said 2.070 acre tract, and continuing along the easterly line hereof, the following three (3) courses and distances:

- 1) S69° 26' 31"W, a distance of 200.00 feet to an iron rod found;
- 2) S20° 33' 29"E, a distance of 300.00 feet to an iron rod found;
- 3) N69° 26' 31"E, a distance of 125.00 feet to a 1/2 inch iron rod with Haynie Consulting cap set for the northwest corner of that certain 0.3496 acre tract conveyed to The City of Leander by deed of record in document 2008060540 of said Public Records, and from which an iron rod found bears N69° 26' 31"E, a distance of 25.00 feet;

**THENCE**, S20° 33' 29"E, continuing through said 152.60 acre tract, along the westerly line of said 0.3496 acre tract, and being the easterly line hereof, a distance of 610.89 feet to a cotton spindle set in the centerline of County Road 280 for the southwest corner of said 0.3496 acre tract, being the southeast corner hereof, being a point in the northerly line of that certain 186.039 acre tract as conveyed to Sharon C.M. Limited Partnership by deed of record in document 2002051911 of said Public Records, and from which a 60D nail found for the southeast corner of said 0.3496 acre tract bears N61° 10' 44"E, a distance of 25.26 feet;

**THENCE**, departing the westerly line of said 0.3496 acre tract, along the southerly line of said 152.60 acre tract and hereof, along the northerly line of said 186.039 acre tract, and along the centerline of said County Road 280, the following fourteen (14) courses and distances:

- 1) S61° 10' 44"W, a distance of 494.03 feet to a 60d nail found;
- 2) S69° 03' 48"W, a distance of 231.94 feet to a 60d nail found;
- 3) S60° 02' 02"W, a distance of 182.55 feet to a 60d nail found;
- 4) S63° 46' 09"W, a distance of 160.76 feet to a 60d nail found;
- 5) S69° 58' 10"W, a distance of 180.65 feet to a 60d nail found;
- 6) S74° 26' 21"W, a distance of 155.38 feet to a 60d nail found;
- 7) S85° 50' 17"W, a distance of 114.70 feet to a 60d nail found;
- 8) N83° 28' 43"W, a distance of 72.91 feet to a 60d nail found;
- 9) N64° 03' 32"W, a distance of 62.46 feet to a 60d nail found;
- 10) N49° 30' 42"W, a distance of 39.40 feet to a 60d nail found;
- 11) N32° 59' 09"W, a distance of 49.55 feet to a 60d nail found;
- 12) N20° 31' 54"W, a distance of 351.35 feet to a 60d nail found;
- 13) N24° 45' 14"W, a distance of 380.55 feet to a 60d nail found;

- 14) S76° 01' 51"W, a distance of 50.00 feet to a 60d nail found for the most westerly southwest corner of said 152.60 acre tract and hereof, being the northwest corner of said 186.039 acre tract, being a point in the easterly line of said 239.7 acre tract, and being a point in or near the common line of said Hornsby Survey and said Cochran Survey;

**THENCE**, departing the northerly line of said 186.039 acre tract, with a fence along the westerly line of said 152.60 acre tract and hereof, along the easterly line of said 239.7 acre tract, and along or near the common line of said Hornsby Survey and said Cochran Survey, the following six (6) courses and distances:

- 1) N21° 05' 17"W, a distance of 12.00 feet to an iron rod found;
- 2) N21° 15' 47"W, a distance of 386.81 feet to an iron rod found;
- 3) N20° 58' 53"W, a distance of 667.10 feet to an iron rod found;
- 4) N20° 48' 36"W, a distance of 539.21 feet to an iron rod found;
- 5) N21° 30' 12"W, a distance of 597.13 feet to an iron rod found;
- 6) N21° 49' 23"W, a distance of 630.91 feet to the **POINT OF BEGINNING**, and containing 150.176 acres of land, more or less, within these metes and bounds.

**BEARING BASIS** OF THE SURVEY DESCRIBED HEREIN IS PROVIDED BY LOWER COLORADO RIVER AUTHORITY (LCRA) GPS SUB-HARN DATA AND IS REFERENCED TO THE NAD 83 CONTROL DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM. ALL COORDINATES AND DISTANCES SHOWN/LISTED ARE RELATIVE TO TEXAS CENTRAL ZONE GRID.

I, TIMOTHY E. HAYNIE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT ALL CORNERS ARE MARKED AS DESCRIBED.

DATE: 5-28-13  
HAYNIE CONSULTING, INC.  
ENGINEERS - SURVEYORS  
1010 PROVIDENT LANE  
ROUND ROCK, TEXAS 78664



  
TIMOTHY E. HAYNIE  
R.P.L.S. NO. 2380  
STATE OF TEXAS

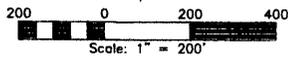
ROY L. SULLIVAN  
(259.71 AC)  
DOC. 1997035428  
O.P.R.W.C.

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

B.O. PAYNE SURVEY  
ABSTRACT 308

CHARLES COCHRAN SURVEY  
ABSTRACT 134

WILLIAM W. HORNSBY SURVEY  
ABSTRACT 308



BEARING BASIS OF THE SURVEY SHOWN HEREON IS PROVIDED BY LOWER COLORADO RIVER AUTHORITY (L.C.R.A.) GPS SUB-MARIN DATA AND IS REFERENCED TO THE NAD 83 CONTROL DATUM, GEOID MODEL 2003, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 84 VERTICAL CONTROL DATUM. ALL COORDINATES AND DISTANCES SHOWN/LISTED ARE RELATIVE TO TEXAS CENTRAL ZONE GRID.

NUMBER	DIRECTION	DISTANCE
L1	S 74°28'21" W	155.35'
L2	S 85°50'17" W	114.70'
L3	N 83°28'43" W	72.91'
L4	N 64°03'32" W	62.46'
L5	N 49°30'42" W	38.40'
L6	N 37°59'09" W	48.55'
L7	S 76°01'51" W	50.00'
L8	N 21°05'17" W	12.00'

MARY FRIOU  
(239.7 AC)  
VOL. 696, FC. 262  
D.R.W.C.

NOTE:

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

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

**EXCEPTIONS TO COVERAGE:**

THE FOLLOWING MATTERS OF RECORD ARE LISTED IN SCHEDULE 'B' OF CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE NO. 1008203-COM EFFECTIVE DATE MAY 26, 2010, ISSUED JUNE 4, 2010 AND PERTAIN TO SAID 150.1759 ACRE TRACT AS SURVEYED ON THE GROUND:

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

**LEGEND**

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

**Surveyor's Certificate**

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

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

EXECUTED this the 3rd day of June, 2010.

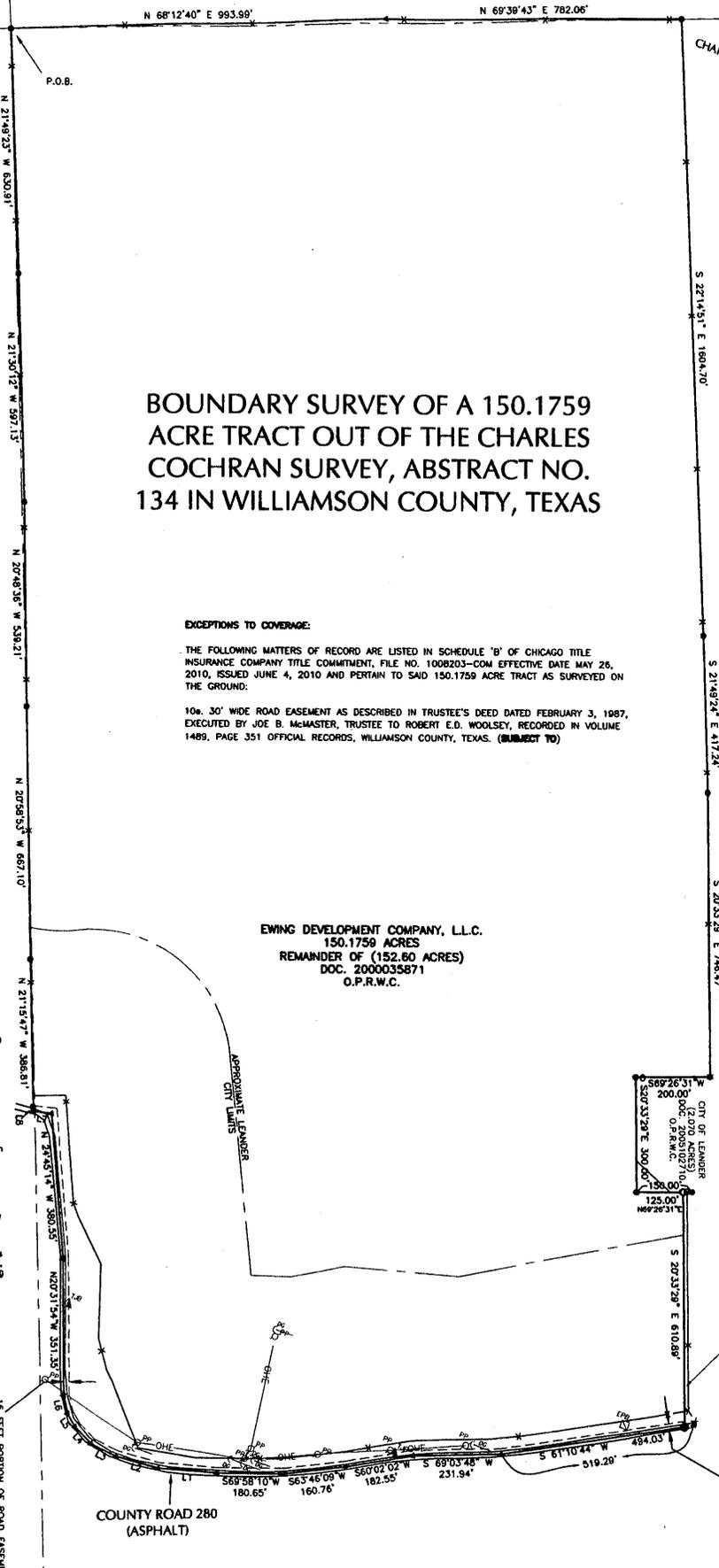


Printed Name: Timothy E. Haynie  
RPLS No.: 2380

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

PROJECT NO.: Ewing	DESIGNED BY: CAA
FILE: Ewing Basemap	DRAWN BY: CAA
DATE: 6/3/2010	CHECKED BY: CAA
SCALE: 1"=200'	SPO8008

15 FEET PORTION OF ROAD EASEMENT  
VOLUME 1489, PAGE 351  
O.P.R.W.C.



**EWING DEVELOPMENT COMPANY, L.L.C.**  
150.1759 ACRES  
REMAINDER OF (152.60 ACRES)  
DOC. 2000035871  
O.P.R.W.C.

569'26.31" W  
200.00' (2,070 ACRES)  
O.P.R.W.C.  
S 20°33'28" E 300.00'  
125.00'  
N 89°28'31" E

CITY OF LEANDER  
(0.3496 ACRES)  
DOC. 0308000540  
O.P.R.W.C.

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

*TSK*

*pg. 10*

LACKETT HOLDINGS, LTD.  
DOC. 1327 AC)  
DOC. 02028224  
O.P.R.W.C.

CITY OF LEANDER  
(0.3496 ACRES)  
DOC. 0308000540  
O.P.R.W.C.

15 FEET PORTION OF ROAD EASEMENT  
VOLUME 1489, PAGE 351  
O.P.R.W.C.

# RMD Holdings, LP

March 26, 2014

508 Baylor Street  
Austin, TX 78703  
26 March 2014

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

Tom:

RMD Holdings, LP agrees to the assignment of the Development and Annexation Agreement for the Ewing Development, LLC Tract to Tim Haynie/Ewing Development Co., LLC.

Sincerely,



Rhett Dawson, President  
RMD & Co., Inc, General Partner of  
RMD Holdings, LP



## Executive Summary

April 14, 2014

**Council Agenda Subject:** Consider a Resolution authorizing the Brushy Creek Regional Utility Authority to enter into a Purchase Contract with the Lower Colorado River Authority for acquisition of a 1.685 acre pumping station, a 0.802 acre temporary construction easement and two subsurface easements totaling 3.554 acres out of a portion of Sandy Creek Park

**Background:** This resolution authorizes the Brushy Creek Regional Utility Authority to enter into a purchase contract with the Lower Colorado River Authority for \$415,901.00 for acquisition of a 1.685 acres land (Site 8) adjacent to the Cedar Park Water Treatment Plant to be used for the Deep Water Intake Pump Station plus a 0.802 acre temporary construction easement and two subsurface easements for pressure and gravity tunnels leading to and from the Deep Water Intake Pump Station totaling 3.554 acres out of a portion of Sandy Creek Park. This purchase is a major step in fulfilling the terms and intent of the Memorandum of Agreement between the BCRUA and the Village of Volente concerning the location of the Deep Water Intake and the Deep Water Intake Pump Station.

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

**Financial Consideration:** \$415,901.00 from BCRUA Bonds wherein the City of Leander is responsible for approximately 46% or \$191,315.00, more or less, from the BCRUA Leander Series of bonds.

**Recommendation:** Staff recommends approval of the Resolution.

**Attachments:** Resolution and supporting Documents

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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS, AUTHORIZING THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY TO ENTER INTO A PURCHASE CONTRACT WITH THE LOWER COLORADO RIVER AUTHORITY FOR ACQUISITION OF A 1.685 ACRE PUMPING STATION, A 0.802 ACRE TEMPORARY CONSTRUCTION EASEMENT, AND TWO SUBSURFACE EASEMENTS TALLING 3.554 ACRES OUT OF A PORTION OF SANDY CREEK PARK**

**WHEREAS**, the Cities of Round Rock, Cedar Park, and Leander (the “Cities”) are the founding participating cities of the Brushy Creek Regional Utility Authority, Inc., (“BCRUA”);

**WHEREAS**, the purpose of the BCRUA is to aid, assist, and act on behalf of the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including the financing, construction, acquisition, ownership, maintenance and operation of a regional water transmission, treatment, and distribution system;

**WHEREAS**, the BCRUA proposes to enter into a purchase contract with the Lower Colorado River Authority (the “LCRA”) for the acquisition of a 1.685 acre pumping station site, a 0.802 acre temporary construction easement, and two subsurface easements totaling 3.554 acres out of a portion of Sandy Creek Park; and

**WHEREAS**, the BCRUA’s bylaws require the Cities to authorize BCRUA to enter the purchase contract with the LCRA;

**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. Approval of Agreement.** The City Council of the City of Leander hereby authorizes the Brushy Creek Regional Utility Authority to enter into a purchase contract in a form substantially similar to that attached hereto with the Lower Colorado River Authority for \$415,901 for acquisition of a 1.685 acre pumping station site, a 0.802 acre temporary construction easement, and two subsurface easements totaling 3.554 acres out of a portion of Sandy Creek Park.

**Section 3. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov’t. Code*.

**PASSED AND APPROVED** this the 17<sup>th</sup> day of April, 2014.

**Attest:**

**THE CITY OF LEANDER, TEXAS**

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

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

**REAL PROPERTY INTEREST PURCHASE  
AGREEMENT BETWEEN LCRA AND BCRUA**

*1.685 acre fee simple; 0.802 acre TCE; two subsurface easements of 0.898 and 2.656 acres*

THE STATE OF TEXAS                   §  
COUNTY OF WILLIAMSON           §

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that the **LOWER COLORADO RIVER AUTHORITY**, a conservation and reclamation district of the State of Texas (hereinafter "LCRA"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agrees to grant, sell, and convey in fee simple that tract of land described in Exhibit "A," a temporary construction easement in that tract of land described in Exhibit "B," and a subsurface easement in those tracts of land described in Exhibits "C" and "D" to the **BRUSHY CREEK REGIONAL UTILITY AUTHORITY, a regional utility situated in Williamson County, Texas**, (hereinafter "BCRUA"), and BCRUA agrees to purchase, said tract and real property interests for the consideration and subject to the terms herein stated, as follows:

*Fee Simple Parcel:* All that certain tract, piece or parcel of land, lying and being situated in Travis County, State of Texas, described in Exhibit "A," attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property.

*Temporary Construction Easement:* All that certain tract, piece or parcel of land, lying and being situated in Travis County, State of Texas, described in Exhibit "B," attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property.

*Subsurface Easement A:* All that certain tract, piece or parcel of land, lying and being situated in Williamson County, State of Texas, described in Exhibit "C," attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property.

*Subsurface Easement B:* All that certain tract, piece or parcel of land, lying and being situated in Williamson County, State of Texas, described in Exhibit "D" attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property.

**Total Price.** FOUR HUNDRED FIFTEEN THOUSAND NINE HUNDRED ONE AND No/100 DOLLARS (**\$415,901.00**) total shall be paid by BCRUA (including \$408,701.00 to LCRA and \$7200.00 to the County (defined below)) for fee simple title to the Fee Simple Parcel, for the Temporary Construction Easement, and for Subsurface

Easements A and B, and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon, except as otherwise explicitly provided herein.

**Closing.** LCRA and BCRUA will finalize this purchase by Closing on or before April 30, 2014, which date is hereinafter referred to as the Closing or Closing Date. The Closing shall occur at Gracy Title Company, 1903 Cypress Creek Road, Suite 102, Cedar Park, Texas 78613. The Closing Date may be amended upon written agreement between LCRA and BCRUA.

**Travis County Lease.** LCRA and BCRUA mutually acknowledge that the Fee Simple Parcel, Temporary Construction Easement, Subsurface Easement A and Subsurface Easement B are at the time of this Agreement all either wholly or partially under lease to Travis County, Texas (the "County"), for park purposes. Notwithstanding anything herein contained to the contrary, it is a condition precedent to BCRUA's obligations under this contract that LCRA amend its lease with Travis County to exclude the Fee Simple Parcel, and that Travis County consent to the Temporary Construction Easement, Subsurface Easement A, and Subsurface Easement B. LCRA and BCRUA further mutually acknowledge and agree that the County has agreed to accept the total sum of SEVEN THOUSAND TWO HUNDRED and no/100 DOLLARS (\$7,200.00) ("County's Payment") as total and complete consideration for the County's assent in all regards to this Agreement, and that LCRA agrees and understands the County's Payment is to be disbursed to the County at or before Closing from the Total Price.

**Special Warranty Deed.** LCRA shall deliver to BCRUA at Closing a duly executed and acknowledged Special Warranty Deed in substantially the form and substance as set out in Exhibit "E" attached hereto and incorporated herein. BCRUA agrees to prepare the Special Warranty Deed in substantially the form set out in Exhibit "E" at no expense to LCRA and to pay the costs of title insurance and any applicable Closing costs associated with all aspects of this Agreement.

**Temporary Construction Easement.** LCRA shall deliver to BCRUA at Closing a duly executed and acknowledged Temporary Construction Easement in substantially the form and substance as set out in Exhibit "F" attached hereto and incorporated herein. BCRUA agrees to prepare the Temporary Construction Easement in substantially the form set out in Exhibit "F" at no expense to LCRA.

**Subsurface Easement.** LCRA shall deliver to BCRUA at Closing a duly executed and acknowledged Subsurface Easement for Subsurface Easement A and Subsurface Easement B in substantially the form and substance as set out in Exhibit "G" attached hereto and incorporated herein. BCRUA agrees to prepare the Subsurface Easement in substantially the form set out in Exhibit "G" at no expense to LCRA.

**Additional Covenants Related to Fee Simple Parcel.** BCRUA acknowledges that the Fee Simple Parcel is adjacent to parkland and near residential areas and agrees

that with respect to the construction and operation of improvements on the Fee Simple Parcel, BCRUA shall be mindful of the sensitive nature of these neighboring land uses. In particular, BCRUA agrees as follows:

Noise levels. At no time other than initial construction, start-up or maintenance activities shall the sound pressure level of any operation or plant on the Fee Simple Parcel exceed 65 decibels as measured at any given property line of the Fee Simple Parcel. The parties acknowledge that sound levels will likely exceed 65 decibels during initial construction an/or during certain maintenance activities but that during normal operation this restriction shall apply.

Light pollution. Except as provided below, all exterior lighting installed on the Fee Simple Parcel shall be directed to the area where the light is needed, and shall be shielded from other areas including neighboring tracts and the sky. BCRUA shall use no more than the minimum amount of lighting needed to accomplish the purpose during normal operations and regular maintenance for which it is installed. All exterior lighting shall be turned off when not needed, either manually or through use of motion or other sensors. The parties acknowledge that during initial construction and/or during performance of emergency maintenance of the pumping station that additional lighting may or will be necessary and that the provisions of this paragraph are intended to apply to normal operations and regular maintenance.

Survival. The provisions of this paragraph shall survive the closing of the transaction contemplated herein, and shall be binding on BCRUA and any successor owner of the Fee Simple Parcel.

Payment. BCRUA agrees to pay to LCRA, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

Entire Agreement. The Purchase Contract supersedes any and all other agreements either oral or written between LCRA and BCRUA with respect to the Fee Simple Tract, the Temporary Construction Easement, Subsurface Easement A and Subsurface Easement B.

Formal Approval. LCRA and BCRUA agree that this contract is subject to formal approval of BCRUA and the City Councils of the City of Round Rock, Texas, the City of Leander, Texas, and the City of Cedar Park, Texas.

Effective Date. This Purchase Contract shall be effective upon the last date indicated below.

**OWNER: LOWER COLORADO RIVER AUTHORITY**

By: \_\_\_\_\_  
Fredrick E. Crawford,  
Manager, Real Estate Services

\_\_\_\_\_  
Date

**BUYER: BRUSHY CREEK REGIONAL UTILITY AUHORITY**

By: \_\_\_\_\_  
Mitch Fuller  
President, BCRUA

\_\_\_\_\_  
Date

EXHIBIT "A"

**METES AND BOUNDS DESCRIPTION  
OF A  
1.685 ACRE TRACT OF LAND  
SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54,  
TRAVIS COUNTY, TEXAS**

BEING A 1.685 ACRE (73,385 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54, TRAVIS COUNTY, TEXAS; SAID 1.685 ACRE TRACT BEING A PORTION OF THAT CERTAIN CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN FIELD NOTES PREPARED BY LOWER COLORADO RIVER AUTHORITY (UNRECORDED); AND ALSO BEING A PORTION OF THAT CERTAIN CALLED 2,352.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER AUTHORITY (LCRA), AS RECORDED IN VOLUME 1168, PAGE 120 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.); SAID 1.685 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with orange plastic cap stamped "Wallace Group" (hereafter referred to as "Wallace cap") set for the easternmost southeast corner of the herein described tract, same marking the easternmost southeast corner of said 91.548 acre lease tract, and being on the westerly right-of-way (R.O.W.) line of Lime Creek Road (having a width of 60 feet at this location), and being located at Texas State Plane Coordinate grid position N=10,141,879.6043 and E=3,061,278.0499;

THENCE, departing the westerly R.O.W. line of said Lime Creek Road, with the southerly line of said 91.548 acre lease tract, over and across said LCRA 2,352.66 acre tract, the following three (3) courses and distances:

- 1) (L1) South 62 degrees 01 minutes 46 seconds West, a distance of 108.65 feet to a 1/2-inch iron rod with "Wallace cap" set for an angle point of the herein described tract;
- 2) (L2) South 12 degrees 37 minutes 51 seconds West, a distance of 37.71 feet to a 1/2-inch iron rod with "Wallace cap" set for an angle point of the herein described tract;
- 3) (L3) South 27 degrees 58 minutes 14 seconds East, a distance of 32.37 feet to a 3-inch galvanized fence post for an angle point of the herein described tract, said point being on the northerly line of that certain called 2.73 acre tract of land described as a Right-Of-Way Easement to Cedar Park Water Supply Corporation, as recorded in Volume 4898, Page 1247, D.R.T.C.T.;

THENCE, (L4) South 62 degrees 01 minutes 46 seconds West, with the common southerly line of said 91.548 acre lease tract and the northerly line of said 2.73 acre tract, and continuing over and across said LCRA 2,352.66 acre tract, a distance of 39.38 feet to a cut "X" in concrete set for the southernmost corner of said 91.548 acre lease tract and the herein described tract, same marking the northwest corner of said 2.73 acre tract;

THENCE, (L5) North 85 degrees 17 minutes 18 seconds West, with the southerly line of said 91.548 acre lease tract, and continuing over and across said LCRA 2,352.66 acre tract, a distance of 21.94 feet to a 1/2-inch iron rod with "Wallace cap" set for the southwest corner of the herein described tract, and from which a 1/2-inch iron rod found and as called for in the field notes for said 91.548 acre lease tract bears North 85 degrees 17 minutes 18 seconds West, at a distance of 189.41 feet;

**Exhibit "A" (continued)**  
**Description of a 1.685 acre tract**

THENCE, departing the southerly line of said 91.548 acre lease tract, and continuing over and across said LCRA 2,352.66 acre tract and said 91.548 acre lease tract, the following two (2) courses and distances:

- 1) North 16 degrees 54 minutes 28 seconds West, a distance of 456.30 feet to a 1/2-inch iron rod with "Wallace cap" set for the northwest corner of the herein described tract;
- 2) North 73 degrees 05 minutes 32 seconds East, a distance of 194.05 feet to a 1/2-inch iron rod with "Wallace cap" set for the northeast corner of the herein described tract and being on a non-tangent curve to the left, said point also being on the common easterly line of said 91.548 acre lease tract and the westerly R.O.W. line of said Lime Creek Road, and from which a Travis County aluminum disc found and as called for in the field notes for said 91.548 acre lease tract bears North 08 degrees 45 minutes 26 seconds East, at a chord distance of 389.74 feet;

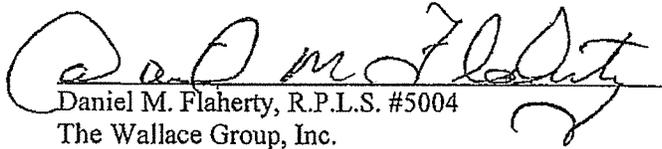
THENCE, with the common easterly line of said 91.548 acre lease tract and the westerly R.O.W. line of said Lime Creek Road, and continuing over and across said LCRA 2,352.66 acre tract, the following two (2) courses and distances:

- 1) In a Southerly direction, 154.01 feet along the arc of said curve to the left, having a radius of 815.47 feet, a central angle of 10 degrees 49 minutes 15 seconds, and a chord bearing and distance of South 10 degrees 28 minutes 49 seconds East – 153.78 feet to a Travis County aluminum disc found and as called for in the field notes for said 91.548 acre lease tract for a corner of the herein described tract;
- 2) South 17 degrees 13 minutes 40 seconds East, a distance of 218.59 feet to the **POINT OF BEGINNING** and containing 1.685 acres (73,385 square feet) of land, more or less, based on the survey and drawing made by The Wallace Group, Inc., Round Rock, Texas in July and August of 2013.

Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network. Coordinates shown are grid and distances shown are surface.

A drawing of even survey date herewith accompanies this metes and bounds description.

I, Daniel M. Flaherty, Registered Professional Land Surveyor No. 5004, State of Texas, do hereby certify that this metes and bounds description and exhibit drawing A-4600 attached hereto was prepared from an actual survey of the property performed on the ground and that the same is true and correct.

  
Daniel M. Flaherty, R.P.L.S. #5004  
The Wallace Group, Inc.  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
22951-FN01.doc



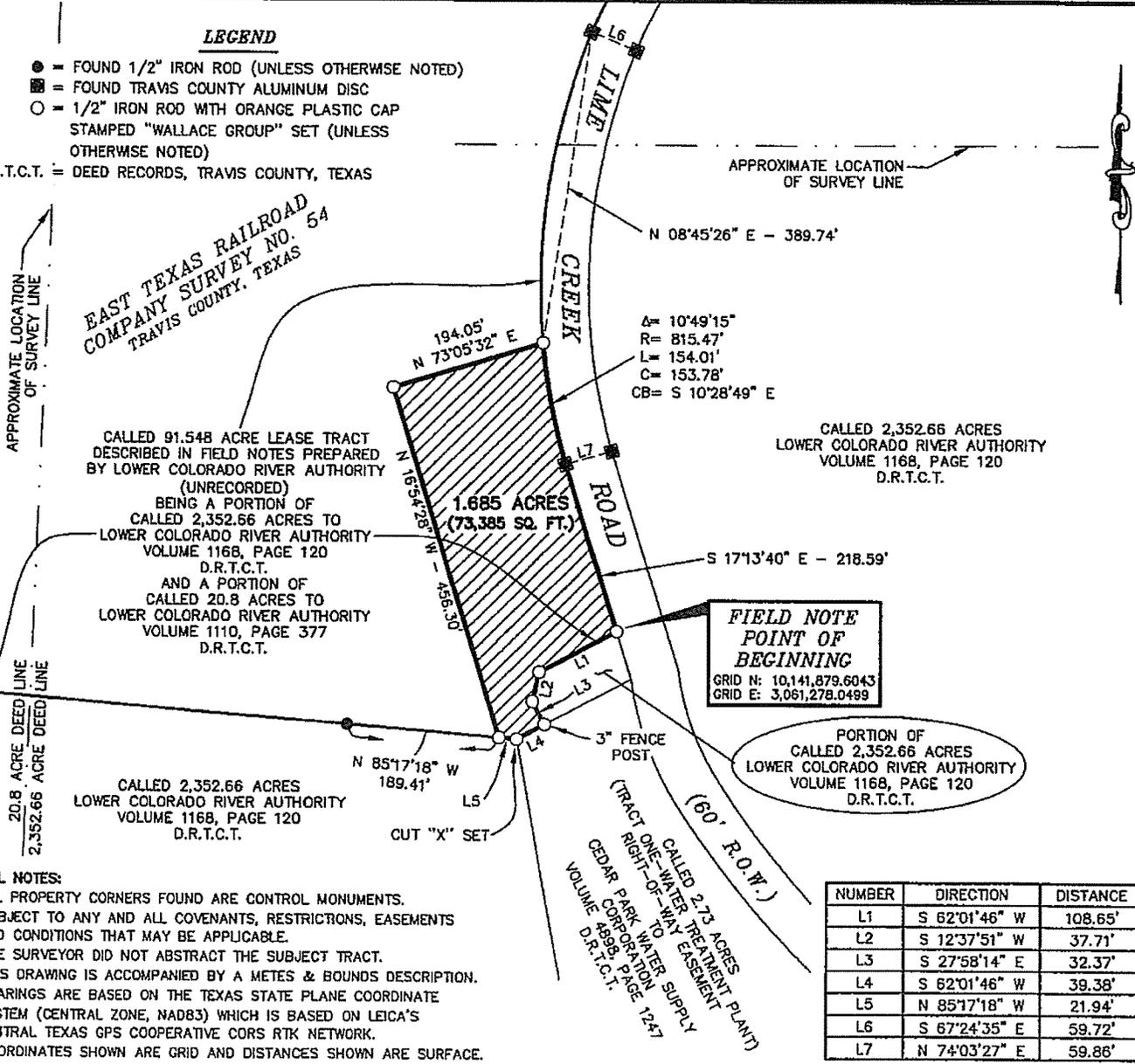
08/06/13

**EXHIBIT "A"**

**DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A  
1.685 ACRE TRACT OF LAND SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54, TRAVIS  
COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN FIELD  
NOTES PREPARED BY LOWER COLORADO RIVER AUTHORITY (UNRECORDED), AND ALSO BEING A PORTION OF  
THAT CERTAIN CALLED 2,352.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER  
AUTHORITY, RECORDED IN VOLUME 1168, PAGE 120 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS**

**LEGEND**

- = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
  - = FOUND TRAVIS COUNTY ALUMINUM DISC
  - = 1/2" IRON ROD WITH ORANGE PLASTIC CAP  
STAMPED "WALLACE GROUP" SET (UNLESS  
OTHERWISE NOTED)
- D.R.T.C.T. = DEED RECORDS, TRAVIS COUNTY, TEXAS



**FIELD NOTE  
POINT OF  
BEGINNING**  
GRID N: 10,141,879.6043  
GRID E: 3,061,278.0499

NUMBER	DIRECTION	DISTANCE
L1	S 62°01'46" W	108.65'
L2	S 12°37'51" W	37.71'
L3	S 27°58'14" E	32.37'
L4	S 62°01'46" W	39.38'
L5	N 85°17'18" W	21.94'
L6	S 67°24'35" E	59.72'
L7	N 74°03'27" E	59.86'

**GENERAL NOTES:**

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES & BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORRS RTK NETWORK.
- 6.) COORDINATES SHOWN ARE GRID AND DISTANCES SHOWN ARE SURFACE.



**The Wallace Group, Inc.**

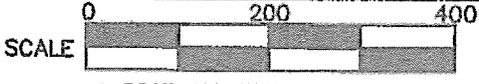
One Chisholm Trail, Suite 130, Round Rock, Texas 78681 (512) 248-0065  
Engineers ■ Architects ■ Planners ■ Surveyors  
Waco \* Killeen \* Dallas \* Round Rock



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 6TH DAY OF AUGUST, 2013.

*Daniel M. Flaherty*  
DANIEL M. FLAHERTY, RPLS NO. 5004

SURVEYED: 06-25-2013



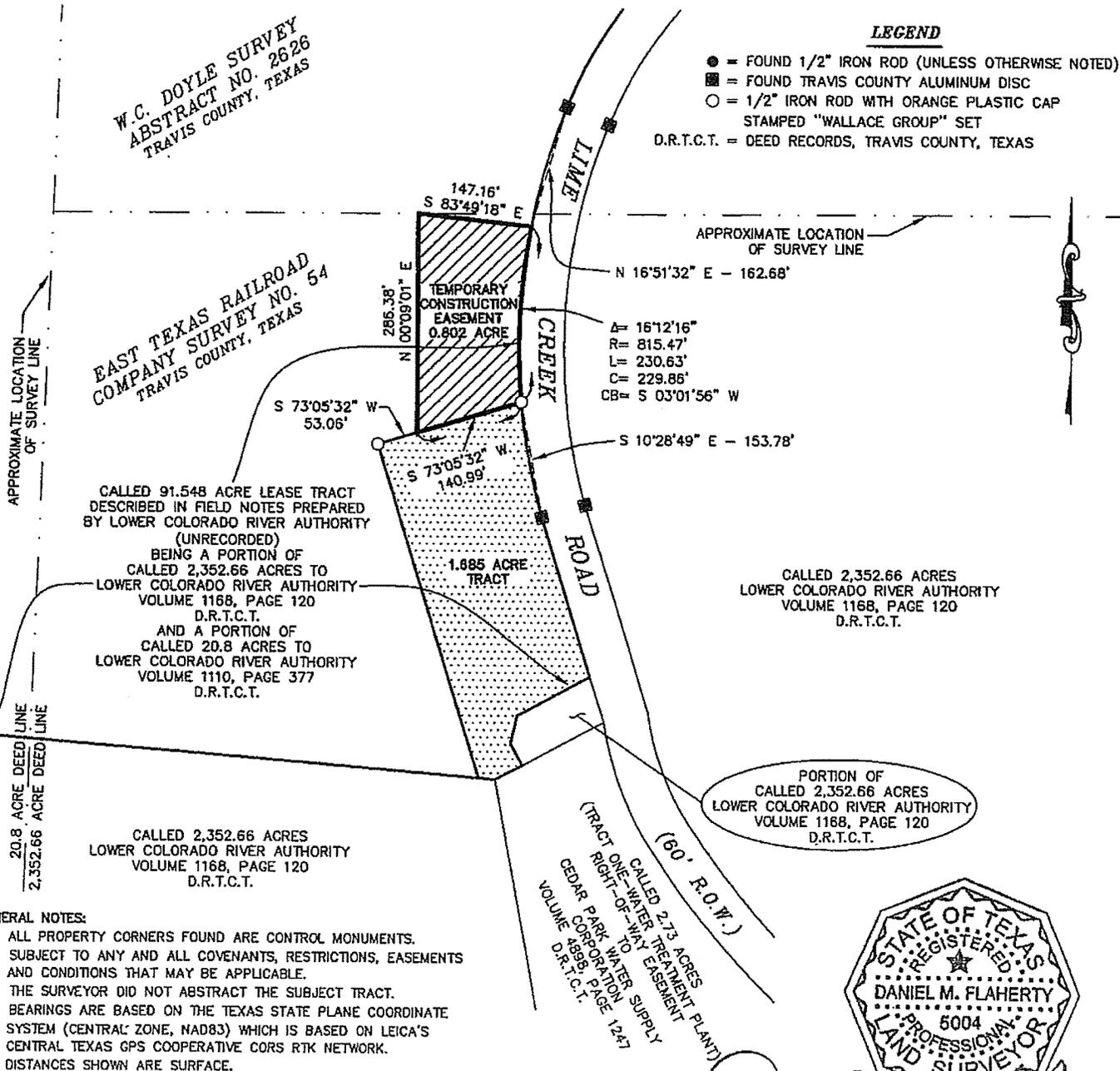
PLAT NO. A-4600 DRAFT DATE 08-06-2013 DRAWN BY TAB  
WORK ORDER NO. 22951 FIELDBOOK/PG. 178/23 TAB # A-4600  
DIGITAL FILE 22951R-SITE 8 PARCELS F/N # 22951-FN01

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EXHIBIT "B"

DRAWING OF A TEMPORARY CONSTRUCTION EASEMENT (0.802 ACRE)  
 SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54, TRAVIS COUNTY, TEXAS,  
 AND BEING A PORTION OF A CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN FIELD NOTES PREPARED  
 BY LOWER COLORADO RIVER AUTHORITY (UNRECORDED), AND ALSO BEING A PORTION OF THAT CERTAIN  
 CALLED 2,352.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER AUTHORITY,  
 RECORDED IN VOLUME 1168, PAGE 120 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS

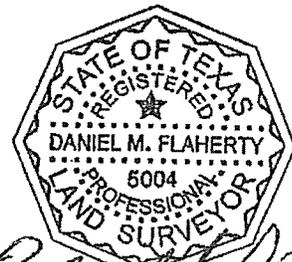


LEGEND

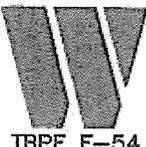
- = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- = FOUND TRAVIS COUNTY ALUMINUM DISC
- = 1/2" IRON ROD WITH ORANGE PLASTIC CAP STAMPED "WALLACE GROUP" SET
- D.R.T.C.T. = DEED RECORDS, TRAVIS COUNTY, TEXAS

GENERAL NOTES:

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.
- 5.) DISTANCES SHOWN ARE SURFACE.

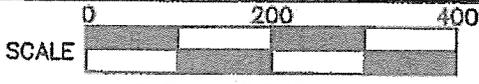


*Daniel M. Flaherty*  
 08/06/13



The Wallace Group, Inc.

One Chisholm Trail, Suite 130, Round Rock, Texas 78681 (512) 248-0065  
 Engineers ■ Architects ■ Planners ■ Surveyors  
 Waco \* Killeen \* Dallas \* Round Rock



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PLAT NO. A-4601 DRAFT DATE 08-06-2013 DRAWN BY TAB  
 WORK ORDER NO. 22951 FIELDBOOK/PG. 178/23 TAB # A-4601  
 DIGITAL FILE 22951R-SITE 8 PARCELS F/N # N/A

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**EXHIBIT "C"**

**Subsurface Tunnel 'A' Easement**

**METES AND BOUNDS DESCRIPTION  
OF A  
0.898 ACRE TRACT OF LAND  
SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54,  
TRAVIS COUNTY, TEXAS**

BEING A 0.898 ACRE (39,104 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54, TRAVIS COUNTY, TEXAS; SAID 0.898 ACRE TRACT BEING A PORTION OF THAT CERTAIN CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN FIELD NOTES PREPARED BY LOWER COLORADO RIVER AUTHORITY (UNRECORDED); AND ALSO BEING A PORTION OF THAT CERTAIN CALLED 2,352.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER AUTHORITY (LCRA), AS RECORDED IN VOLUME 1168, PAGE 120 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.); SAID 0.898 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with orange plastic cap stamped "Wallace Group" (hereafter referred to as "Wallace cap") set for the easternmost southeast corner of said 91.548 acre lease tract, and being on the westerly right-of-way (R.O.W.) line of Lime Creek Road (having a width of 60 feet at this location), and being located at Texas State Plane Coordinate grid position N=10,141,879.6043 and E=3,061,278.0499;

THENCE, (L1) South 47 degrees 35 minutes 59 seconds West, departing the westerly R.O.W. line of said Lime Creek Road, over and across said LCRA 2,352.66 acre tract, a distance of 197.26 feet to a 1/2-inch iron rod with "Wallace cap" set for the **POINT OF BEGINNING** and southeast corner of the herein described tract, and being located at Texas State Plane Coordinate grid position N=10,141,746.5897 and E=3,061,132.3847, said point also being on the southerly line of said 91.548 acre lease tract, and from which a cut "X" set in concrete marking the northwest corner of that certain called 2.73 acre tract of land described as a Right-Of-Way Easement to Cedar Park Water Supply Corporation, as recorded in Volume 4898, Page 1247, D.R.T.C.T. bears (L2) South 85 degrees 17 minutes 18 seconds East, at a distance of 21.94 feet;

THENCE, North 85 degrees 17 minutes 18 seconds West, with the southerly line of said 91.548 acre lease tract, and continuing over and across said LCRA 2,352.66 acre tract, at a distance of 189.41 feet passing a 1/2-inch iron rod found and as called for in the field notes for said 91.548 acre lease tract, and continuing in all a total distance of 412.60 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, departing the southerly line of said 91.548 acre lease tract, over and across said LCRA 2,352.66 acre tract and said 91.548 acre lease tract, the following two (2) courses and distances:

- 1) North 65 degrees 23 minutes 27 seconds East, a distance of 387.07 feet to a calculated point for the northernmost corner of the herein described tract;

Exhibit "C" (continued)  
Description of a 0.898 acre tract

- 2) South 16 degrees 54 minutes 28 seconds East, a distance of 203.89 feet to the **POINT OF BEGINNING** and containing 0.898 acres (39,104 square feet) of land, more or less, based on the survey and drawing made by The Wallace Group, Inc., Round Rock, Texas in July and August of 2013.

Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network. Coordinates shown are grid and distances shown are surface.

A drawing of even survey date herewith accompanies this metes and bounds description.

I, Daniel M. Flaherty, Registered Professional Land Surveyor No. 5004, State of Texas, do hereby certify that this metes and bounds description and exhibit drawing A-4602 attached hereto was prepared from an actual survey of the property performed on the ground and that the same is true and correct.



Daniel M. Flaherty, R.P.L.S. #5004  
The Wallace Group, Inc.  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
22951-FN02.doc



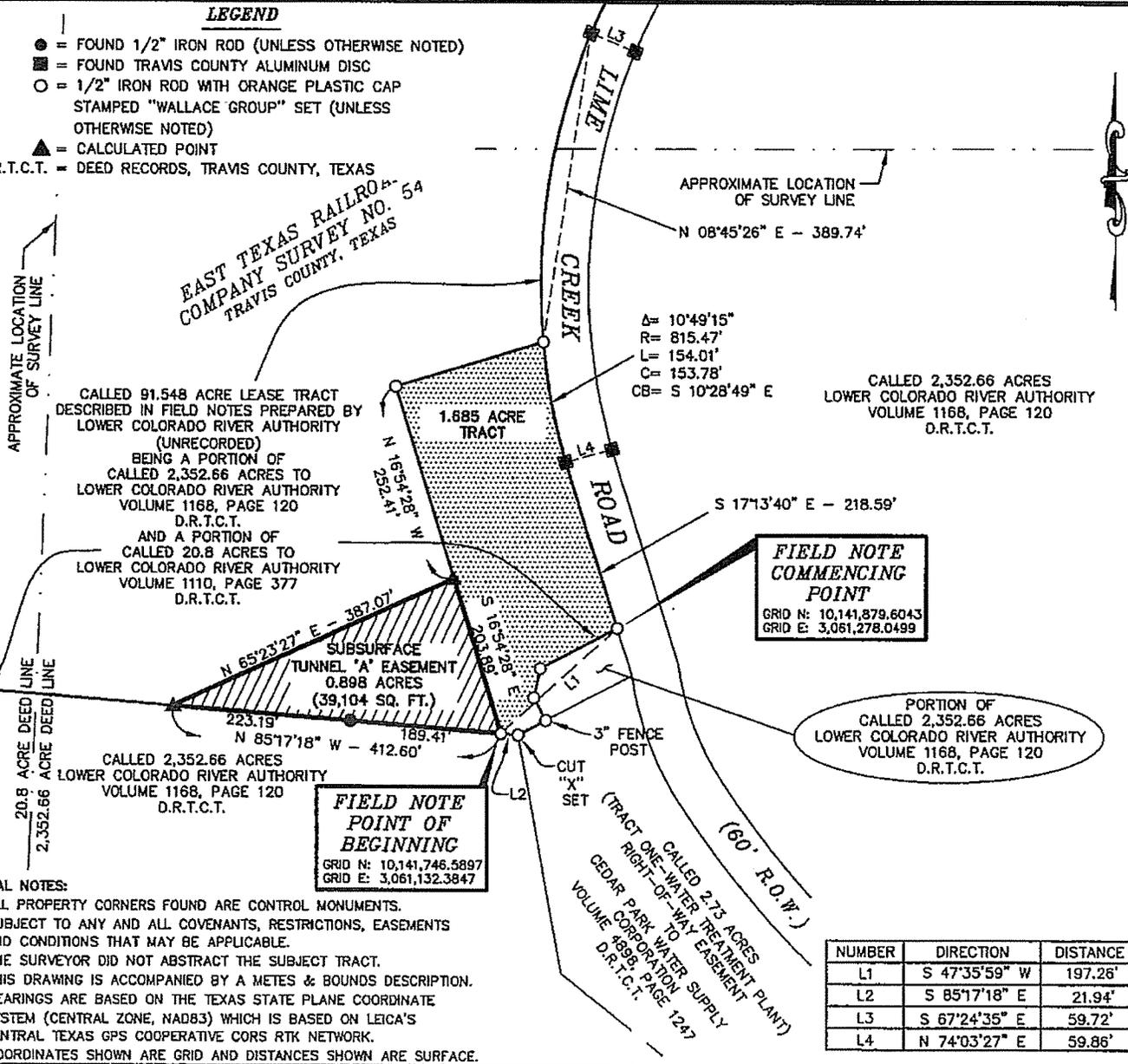
08/06/13

**EXHIBIT "C"**

**DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF  
SUBSURFACE TUNNEL 'A' EASEMENT (0.898 ACRE) SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY  
NO. 54, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN  
FIELD NOTES PREPARED BY LOWER COLORADO RIVER AUTHORITY (UNRECORDED), AND ALSO BEING A PORTION OF  
THAT CERTAIN CALLED 2,352.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER  
AUTHORITY, RECORDED IN VOLUME 1168, PAGE 120 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS**

**LEGEND**

- = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- = FOUND TRAVIS COUNTY ALUMINUM DISC
- = 1/2" IRON ROD WITH ORANGE PLASTIC CAP  
STAMPED "WALLACE GROUP" SET (UNLESS  
OTHERWISE NOTED)
- ▲ = CALCULATED POINT
- D.R.T.C.T. = DEED RECORDS, TRAVIS COUNTY, TEXAS



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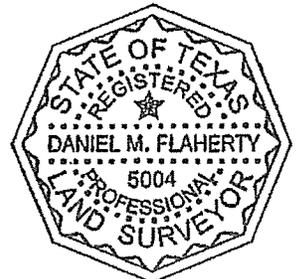
**GENERAL NOTES:**

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES & BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.
- 6.) COORDINATES SHOWN ARE GRID AND DISTANCES SHOWN ARE SURFACE.



**The Wallace Group, Inc.**

One Chisholm Trail, Suite 130, Round Rock, Texas 78681 (512) 248-0065  
Engineers ■ Architects ■ Planners ■ Surveyors  
Waco \* Killeen \* Dallas \* Round Rock

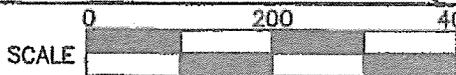


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 6TH DAY OF AUGUST, 2013.

SURVEYED: 06-25-2013

*Daniel M. Flaherty*  
DANIEL M. FLAHERTY, RPLS. NO. 5004

3 OF 3



PLAT NO. A-4602 DRAFT DATE 08-06-2013 DRAWN BY SRM  
WORK ORDER NO. 22951 FIELDBOOK/PG. 178/23 TAB # A-4602  
DIGITAL FILE 22951R-SITE B-TUNNEL F/N # 22951-FN02

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EXHIBIT " ρ "

Subsurface Tunnel 'B' Easement

**METES AND BOUNDS DESCRIPTION**

**OF A**

**2.656 ACRE TRACT OF LAND**

**SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54,  
W.C. DOYLE SURVEY, ABSTRACT NO. 2626, AND FRANCIS HARRIS SURVEY NO. 516,  
TRAVIS COUNTY, TEXAS**

BEING A 2.656 ACRE (115,710 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54, W.C. DOYLE SURVEY, ABSTRACT NO. 2626, AND FRANCIS HARRIS SURVEY NO. 516, TRAVIS COUNTY, TEXAS; SAID 2.656 ACRE TRACT BEING A PORTION OF THAT CERTAIN CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN FIELD NOTES PREPARED BY LOWER COLORADO RIVER AUTHORITY (UNRECORDED); AND ALSO BEING A PORTION OF THAT CERTAIN CALLED 2,352.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER AUTHORITY (LCRA), AS RECORDED IN VOLUME 1168, PAGE 120 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.) AND A PORTION OF THAT CERTAIN CALLED 20.8 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER AUTHORITY, AS RECORDED IN VOLUME 1110, PAGE 377, D.R.T.C.T.; SAID 2.656 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with orange plastic cap stamped "Wallace Group" (hereafter referred to as "Wallace cap") set for the easternmost southeast corner of said 91.548 acre lease tract, and being on the westerly right-of-way (R.O.W.) line of Lime Creek Road (having a width of 60 feet at this location), and being located at Texas State Plane Coordinate grid position N=10,141,879.6043 and E=3,061,278.0499;

**THENCE**, (L1) North 38 degrees 14 minutes 56 seconds West, departing the westerly R.O.W. line of said Lime Creek Road, over and across said LCRA 2,352.66 acre tract and said 91.548 acre lease tract, a distance of 398.74 feet to a calculated point for the **POINT OF BEGINNING** and southwest corner of the herein described tract, and being located at Texas State Plane Coordinate grid position N=10,142,192.7447 and E=3,061,031.1977, and from which a 1/2-inch iron rod with orange plastic cap stamped "Wallace Group" (hereafter referred to as "Wallace cap") set bears (L4) South 73 degrees 05 minutes 32 seconds West, at a distance of 32.94 feet;

**THENCE**, North 45 degrees 47 minutes 31 seconds West, continuing over and across said 91.548 acre lease tract, and traveling partway over and across said LCRA 2,352.66 acre tract and partway over and across said LCRA 20.8 acre tract, a distance of 1,112.50 feet to a calculated point for the westernmost corner of the herein described tract, said point being on the northwesterly line of said 91.548 acre lease tract, same being the northwesterly line of said LCRA 20.8 acre tract;

**THENCE**, (L2) North 25 degrees 24 minutes 51 seconds East, with the northwesterly line of said 91.548 acre lease tract and said LCRA 20.8 acre tract, a distance of 105.63 feet to a calculated point for the northernmost corner of the herein described tract;

**Exhibit "D" (continued)**  
**Description of a 2.656 acre tract**

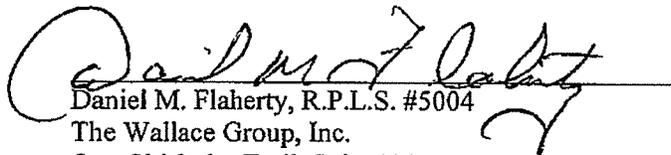
THENCE, South 45 degrees 47 minutes 31 seconds East, over and across said 91.548 acre lease tract, and traveling partway over and across said LCRA 20.8 acre tract and partway over and across said LCRA 2,352.66 acre tract, a distance of 1,201.69 feet to a calculated point for the easternmost corner of the herein described tract, and from which a 1/2-inch iron rod with "Wallace cap" set on the common easterly line of said 91.548 acre lease tract and the westerly R.O.W. line of said Lime Creek Road bears (L5) North 73 degrees 05 minutes 32 seconds East, at a distance of 46.90 feet;

THENCE, (L3) South 73 degrees 05 minutes 32 seconds West, over and across said LCRA 2,352.66 acre tract and said 91.548 acre lease tract, a distance of 114.21 feet to the **POINT OF BEGINNING** and containing 2.656 acres (115,710 square feet) of land, more or less, based on the survey and drawing made by The Wallace Group, Inc., Round Rock, Texas in July and August of 2013.

Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network. Coordinates shown are grid and distances shown are surface.

A drawing of even survey date herewith accompanies this metes and bounds description.

I, Daniel M. Flaherty, Registered Professional Land Surveyor No. 5004, State of Texas, do hereby certify that this metes and bounds description and exhibit drawing A-4602 attached hereto was prepared from an actual survey of the property performed on the ground and that the same is true and correct.



Daniel M. Flaherty, R.P.L.S. #5004  
The Wallace Group, Inc.  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
22951-FN03.doc



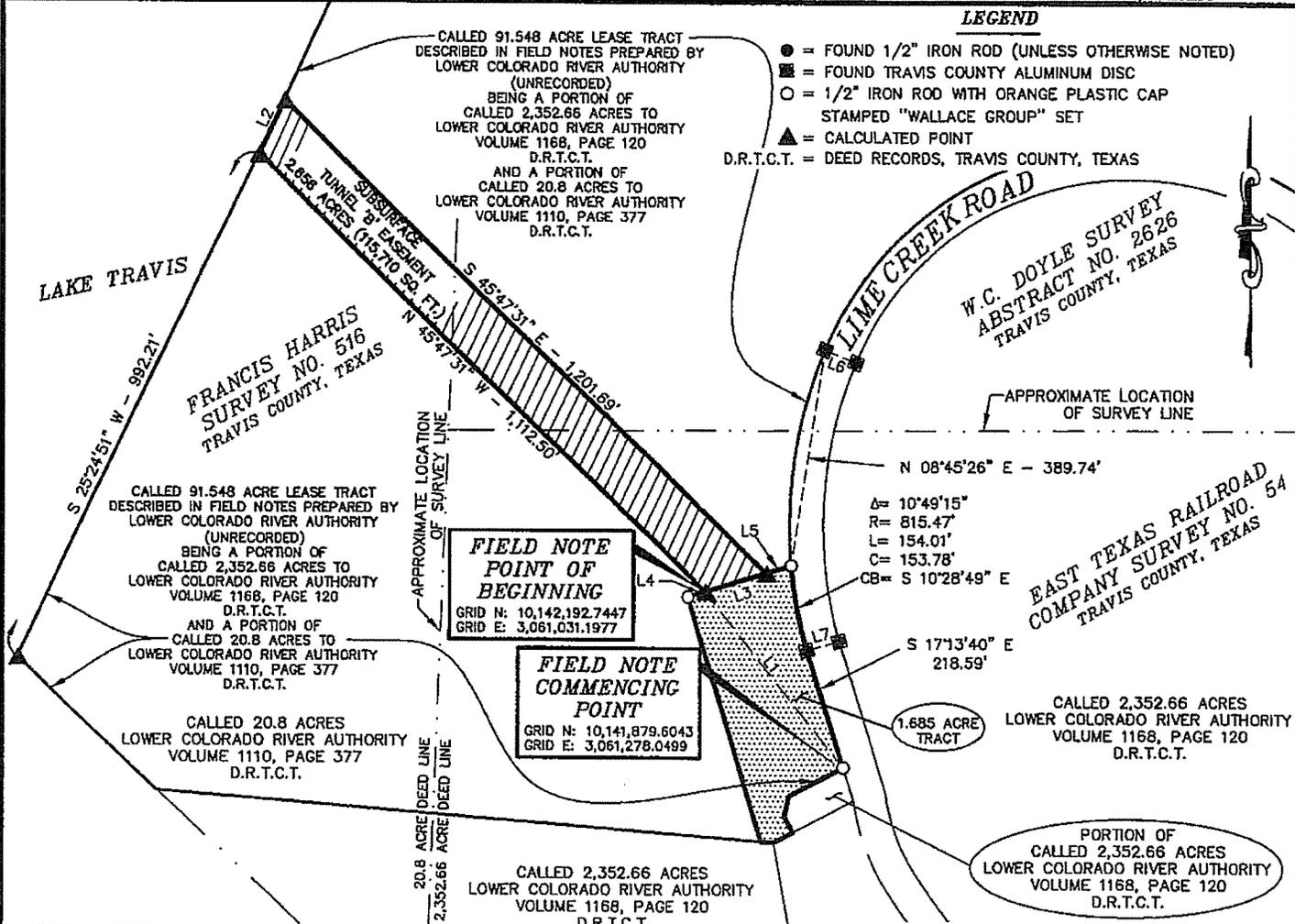
08/06/13

**EXHIBIT "D"**

**DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF  
SUBSURFACE TUNNEL 'B' EASEMENT (2.656 ACRES) SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54, W.C. DOYLE SURVEY, ABSTRACT NO. 2626, AND FRANCIS HARRIS SURVEY NO. 516, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN FIELD NOTES PREPARED BY LOWER COLORADO RIVER AUTHORITY (UNRECORDED), AND ALSO BEING A PORTION OF THAT CERTAIN CALLED 2,352.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER AUTHORITY, RECORDED IN VOL. 1168, PAGE 120 AND A PORTION OF THAT CERTAIN CALLED 20.8 ACRE TRACT OF LAND RECORDED IN VOL. 1110, PAGE 377 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS**

**LEGEND**

- = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- = FOUND TRAVIS COUNTY ALUMINUM DISC
- = 1/2" IRON ROD WITH ORANGE PLASTIC CAP STAMPED "WALLACE GROUP" SET
- ▲ = CALCULATED POINT
- D.R.T.C.T. = DEED RECORDS, TRAVIS COUNTY, TEXAS



**FIELD NOTE  
POINT OF  
BEGINNING**  
GRID N: 10,142,192.7447  
GRID E: 3,061,031.1977

**FIELD NOTE  
COMMENCING  
POINT**  
GRID N: 10,141,879.6043  
GRID E: 3,061,278.0499

NUMBER	DIRECTION	DISTANCE
L1	N 38°14'56" W	398.74'
L2	N 25°24'51" E	105.63'
L3	S 73°05'32" W	114.21'
L4	S 73°05'32" W	32.94'
L5	N 73°05'32" E	46.90'
L6	S 67°24'35" E	59.72'
L7	N 74°03'27" E	59.86'

**GENERAL NOTES:**

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES & BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.
- 6.) COORDINATES SHOWN ARE GRID AND DISTANCES SHOWN ARE SURFACE.



**The Wallace Group, Inc.**

One Chisholm Trail, Suite 130, Round Rock, Texas 78681 (512) 248-0065  
Engineers ■ Architects ■ Planners ■ Surveyors  
Waco \* Killeen \* Dallas \* Round Rock

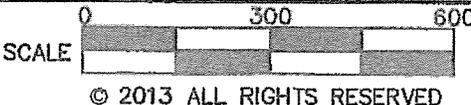


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 6TH DAY OF AUGUST, 2013.

SURVEYED: 06-25-2013

*Daniel M. Flaherty*  
DANIEL M. FLAHERTY, RPLS NO. 5004

3 OF 3



PLAT NO. A-4603 DRAFT DATE 08-06-2013 DRAWN BY SRM  
WORK ORDER NO. 22951 FIELDBOOK/PG. 178/23 TAB # A-4603  
DIGITAL FILE 22951R-SITE B-TUNNEL F/N # 22951-FN03

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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**  
*LCRA to BCRUA; Sandy Creek Park; 1.685 acres*

STATE OF TEXAS                    §  
  §  
COUNTY OF TRAVIS               §

DATE: \_\_\_\_\_, 2014

**GRANTOR:**                               **Lower Colorado River Authority**, a conservation and reclamation district of the State of Texas

**GRANTOR'S MAILING ADDRESS:**   P.O. Box 220  
  Austin, TX 78767-0220

**GRANTEE:**                               **Brushy Creek Regional Utility Authority, Inc.**, a domestic local government corporation of the State of Texas

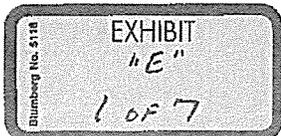
**GRANTEE'S MAILING ADDRESS:**   221 E. Main St.  
  Round Rock, TX 78664

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

**PROPERTY (including any improvements):** A tract of land, consisting of 1.685 acres, more or less, out of the East Texas Railroad Company Survey No. 54, Travis County, Texas, more particularly described by metes and bounds and sketch in **Exhibit "A,"** attached hereto and incorporated herein for all purposes.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY AND RESTRICTIVE COVENANTS:**

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the PROPERTY; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies,



conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; taxes for the current year, the payment of which GRANTEE assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which GRANTEE assumes.

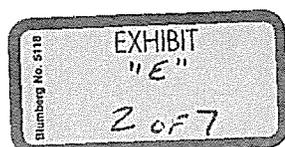
GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the PROPERTY.

For GRANTOR and GRANTOR's successors and assigns, a reservation of an easement strip twenty (20) feet in width, abutting the high water line of Lake Travis for the purpose of passage and use by the public for public sports and amusements.

For GRANTOR and GRANTOR's successors and assigns, a reservation of the right to vary the level, temperature, or quality of GRANTOR-managed rivers, tributaries, and lakes. GRANTOR specifically reserves the right and privilege to store and impound water on, flow water across, and inundate with water at any time and as many times as GRANTOR may see fit all or any part of the PROPERTY that is at or below the 715-foot msl elevation contour, without any compensation or liability to GRANTEE. GRANTOR shall not be liable, by reason of floods, flowage, soakage, seepage, erosion, or any other action of water, for any damages on any part of the PROPERTY which may be caused in whole or in part by the operation or maintenance of any one or more of GRANTOR-managed dams, and the impounding of water thereby, or the failure to impound water thereby, or the releasing of impounded water.

At no time other than initial construction, start-up, or during performance of routine or scheduled maintenance of a raw water pumping station shall GRANTEE allow or permit the sound pressure level of any operation or plant on the PROPERTY to exceed 65 decibels as measured at any given property line of the PROPERTY. All exterior lighting permanently installed on the PROPERTY shall be directed to the area where the light is needed, and shall be shielded from other areas including neighboring tracts and the sky. GRANTEE shall use no more than the minimum amount of lighting needed to accomplish the purpose for which it is installed. All exterior lighting shall be turned off when not needed, either manually or through use of motion or other sensors. During initial construction, start-up, and during emergency repair activities, however, GRANTEE shall be permitted to utilize whatever lighting is reasonably necessary to effectuate construction or emergency repair of the facilities constructed within the PROPERTY.

GRANTEE shall not construct or maintain any habitable structure or building on any part of the PROPERTY which lies below the 715-foot msl elevation contour without obtaining prior, written approval of GRANTOR, and GRANTOR reserves the right to remove, damage or destroy (by action of water or otherwise) all non-approved structures without compensation, liability, or damages. Notwithstanding the foregoing, GRANTEE shall have the express right to construct a raw water pumping station and appurtenances thereto on the PROPERTY, including but not limited to a wet well and subsurface raw water transmission facilities situated in whole or



in part below the 715-foot msl elevation contour, with GRANTOR having no liability whatsoever for damage to any such underground structures which may be caused in whole or in part by the operation or maintenance of any one or more of GRANTOR-managed dams, and the impounding of water thereby, or the failure to impound water thereby, or the releasing of impounded water.

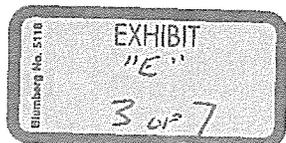
IT IS EXPRESSLY UNDERSTOOD AND AGREED that if on or after December 31, 2030, the PROPERTY is not used or ceases to be used for the construction and operation of a raw water pumping station, GRANTOR shall have the right to reenter and assume ownership of the PROPERTY, it being the intent of GRANTOR to convey the right, title, and interest described on a condition subsequent.

GRANTOR, for the CONSIDERATION and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to GRANTEE the PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE, GRANTEE's heirs, executors, administrators, successors, or assigns forever. GRANTOR binds GRANTOR and GRANTOR's successors and assigns to warrant and forever defend all and singular the PROPERTY to GRANTEE and GRANTEE'S heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under GRANTOR, but not otherwise.

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

**LOWER COLORADO RIVER AUTHORITY**

By: \_\_\_\_\_  
Fredrick E. Crawford  
Manager, Real Estate Services



**ACKNOWLEDGMENT**

**THE STATE OF TEXAS       §**  
**§**  
**COUNTY OF TRAVIS       §**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Fredrick E. Crawford, Manager of Real Estate Services for the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, on behalf of said district.

\_\_\_\_\_  
Notary Public, State of Texas

**After recording, return to:**  
Law Offices of Kent A. Sick  
4611 Bee Cave Road, Suite 110  
Austin, Texas 78746



EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
OF A  
1.685 ACRE TRACT OF LAND  
SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54,  
TRAVIS COUNTY, TEXAS

BEING A 1.685 ACRE (73,385 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54, TRAVIS COUNTY, TEXAS; SAID 1.685 ACRE TRACT BEING A PORTION OF THAT CERTAIN CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN FIELD NOTES PREPARED BY LOWER COLORADO RIVER AUTHORITY (UNRECORDED); AND ALSO BEING A PORTION OF THAT CERTAIN CALLED 2,352.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER AUTHORITY (LCRA), AS RECORDED IN VOLUME 1168, PAGE 120 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.); SAID 1.685 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

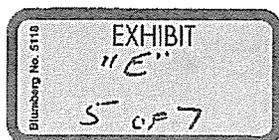
**BEGINNING** at a 1/2-inch iron rod with orange plastic cap stamped "Wallace Group" (hereafter referred to as "Wallace cap") set for the easternmost southeast corner of the herein described tract, same marking the easternmost southeast corner of said 91.548 acre lease tract, and being on the westerly right-of-way (R.O.W.) line of Lime Creek Road (having a width of 60 feet at this location), and being located at Texas State Plane Coordinate grid position N=10,141,879.6043 and E=3,061,278.0499;

THENCE, departing the westerly R.O.W. line of said Lime Creek Road, with the southerly line of said 91.548 acre lease tract, over and across said LCRA 2,352.66 acre tract, the following three (3) courses and distances:

- 1) (L1) South 62 degrees 01 minutes 46 seconds West, a distance of 108.65 feet to a 1/2-inch iron rod with "Wallace cap" set for an angle point of the herein described tract;
- 2) (L2) South 12 degrees 37 minutes 51 seconds West, a distance of 37.71 feet to a 1/2-inch iron rod with "Wallace cap" set for an angle point of the herein described tract;
- 3) (L3) South 27 degrees 58 minutes 14 seconds East, a distance of 32.37 feet to a 3-inch galvanized fence post for an angle point of the herein described tract, said point being on the northerly line of that certain called 2.73 acre tract of land described as a Right-Of-Way Easement to Cedar Park Water Supply Corporation, as recorded in Volume 4898, Page 1247, D.R.T.C.T.;

THENCE, (L4) South 62 degrees 01 minutes 46 seconds West, with the common southerly line of said 91.548 acre lease tract and the northerly line of said 2.73 acre tract, and continuing over and across said LCRA 2,352.66 acre tract, a distance of 39.38 feet to a cut "X" in concrete set for the southernmost corner of said 91.548 acre lease tract and the herein described tract, same marking the northwest corner of said 2.73 acre tract;

THENCE, (L5) North 85 degrees 17 minutes 18 seconds West, with the southerly line of said 91.548 acre lease tract, and continuing over and across said LCRA 2,352.66 acre tract, a distance of 21.94 feet to a 1/2-inch iron rod with "Wallace cap" set for the southwest corner of the herein described tract, and from which a 1/2-inch iron rod found and as called for in the field notes for said 91.548 acre lease tract bears North 85 degrees 17 minutes 18 seconds West, at a distance of 189.41 feet;



**Exhibit "A" (continued)**  
**Description of a 1.685 acre tract**

THENCE, departing the southerly line of said 91.548 acre lease tract, and continuing over and across said LCRA 2,352.66 acre tract and said 91.548 acre lease tract, the following two (2) courses and distances:

- 1) North 16 degrees 54 minutes 28 seconds West, a distance of 456.30 feet to a 1/2-inch iron rod with "Wallace cap" set for the northwest corner of the herein described tract;
- 2) North 73 degrees 05 minutes 32 seconds East, a distance of 194.05 feet to a 1/2-inch iron rod with "Wallace cap" set for the northeast corner of the herein described tract and being on a non-tangent curve to the left, said point also being on the common easterly line of said 91.548 acre lease tract and the westerly R.O.W. line of said Lime Creek Road, and from which a Travis County aluminum disc found and as called for in the field notes for said 91.548 acre lease tract bears North 08 degrees 45 minutes 26 seconds East, at a chord distance of 389.74 feet;

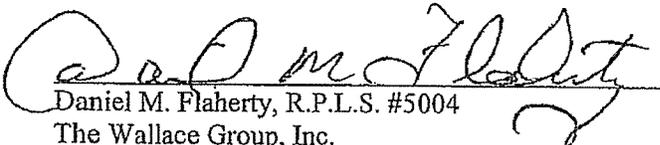
THENCE, with the common easterly line of said 91.548 acre lease tract and the westerly R.O.W. line of said Lime Creek Road, and continuing over and across said LCRA 2,352.66 acre tract, the following two (2) courses and distances:

- 1) In a Southerly direction, 154.01 feet along the arc of said curve to the left, having a radius of 815.47 feet, a central angle of 10 degrees 49 minutes 15 seconds, and a chord bearing and distance of South 10 degrees 28 minutes 49 seconds East – 153.78 feet to a Travis County aluminum disc found and as called for in the field notes for said 91.548 acre lease tract for a corner of the herein described tract;
- 2) South 17 degrees 13 minutes 40 seconds East, a distance of 218.59 feet to the **POINT OF BEGINNING** and containing 1.685 acres (73,385 square feet) of land, more or less, based on the survey and drawing made by The Wallace Group, Inc., Round Rock, Texas in July and August of 2013.

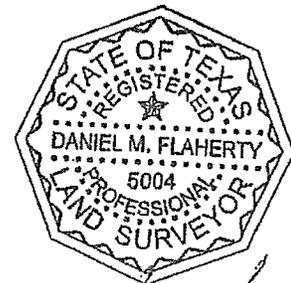
Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network. Coordinates shown are grid and distances shown are surface.

A drawing of even survey date herewith accompanies this metes and bounds description.

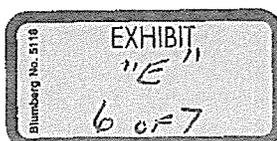
I, Daniel M. Flaherty, Registered Professional Land Surveyor No. 5004, State of Texas, do hereby certify that this metes and bounds description and exhibit drawing A-4600 attached hereto was prepared from an actual survey of the property performed on the ground and that the same is true and correct.



Daniel M. Flaherty, R.P.L.S. #5004  
The Wallace Group, Inc.  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
22951-FN01.doc



08/06/13

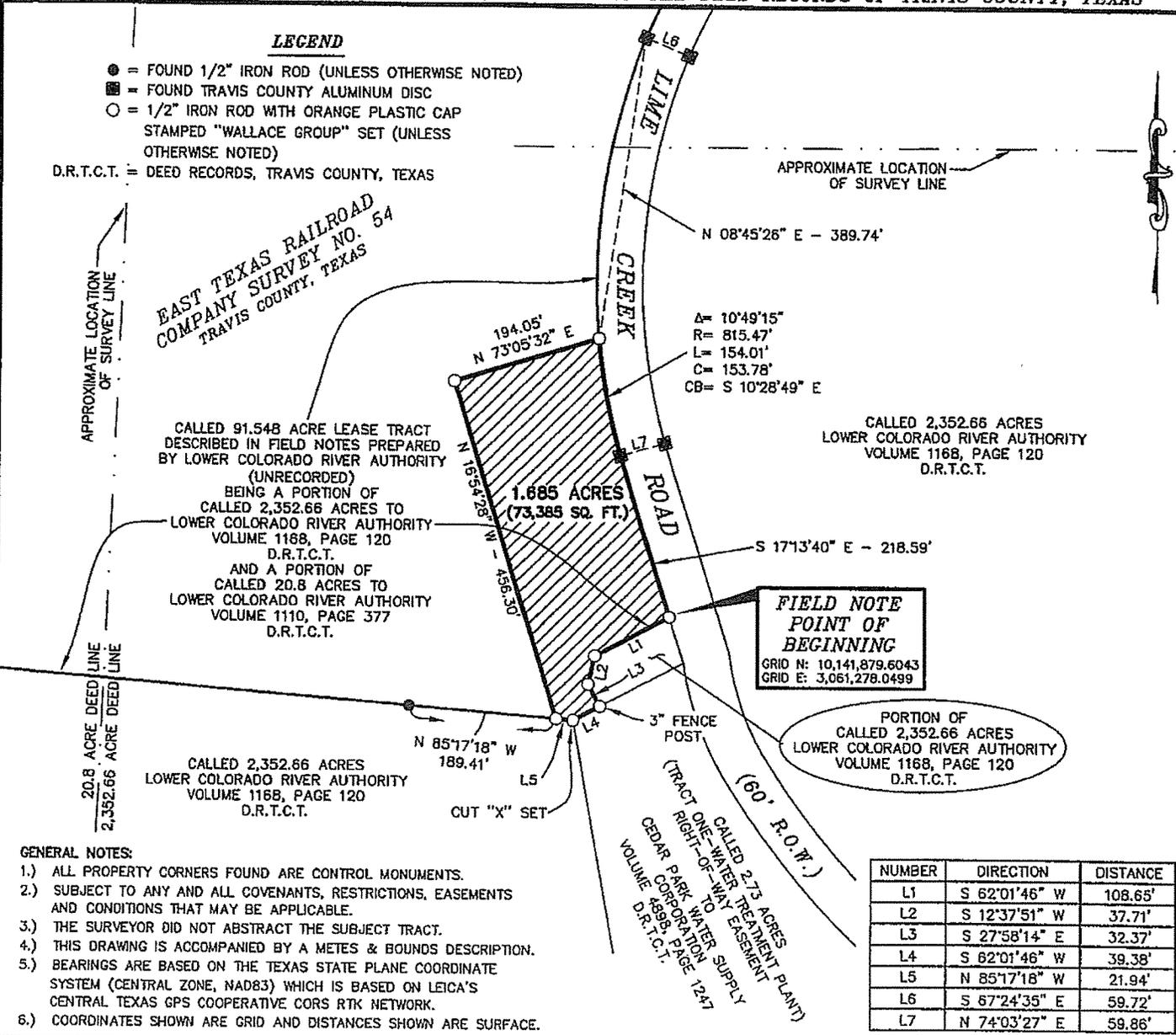


**EXHIBIT "A"**

**DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A  
1.685 ACRE TRACT OF LAND SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN FIELD NOTES PREPARED BY LOWER COLORADO RIVER AUTHORITY (UNRECORDED), AND ALSO BEING A PORTION OF THAT CERTAIN CALLED 2,352.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER AUTHORITY, RECORDED IN VOLUME 1168, PAGE 120 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS**

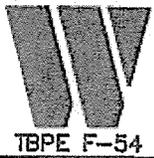
**LEGEND**

- = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- = FOUND TRAVIS COUNTY ALUMINUM DISC
- = 1/2" IRON ROD WITH ORANGE PLASTIC CAP STAMPED "WALLACE GROUP" SET (UNLESS OTHERWISE NOTED)
- D.R.T.C.T. = DEED RECORDS, TRAVIS COUNTY, TEXAS



**GENERAL NOTES:**

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES & BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.
- 6.) COORDINATES SHOWN ARE GRID AND DISTANCES SHOWN ARE SURFACE.



**The Wallace Group, Inc.**

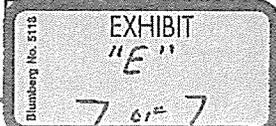
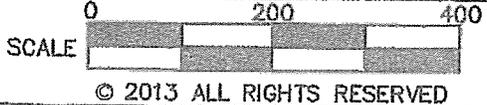
One Chisholm Trail, Suite 130, Round Rock, Texas 78681 (512) 248-0065  
Engineers ■ Architects ■ Planners ■ Surveyors  
Waco \* Killeen \* Dallas \* Round Rock



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 6TH DAY OF AUGUST, 2013.

SURVEYED: 06-25-2013

*Daniel M. Flaherty*  
DANIEL M. FLAHERTY, RPLS NO. 5004



DRAFT DATE 08-06-2013 DRAWN BY TAB  
FIELDBOOK/PG. 178/23 TAB # A-4600  
SITE 8 PARCELS F/N # 22951-FN01

G:\PROJECTS\22951R-3D\DWG\SURVEY\22951R-SITE 8 PARCELS.dwg 8/06/2013 - 3:17pm

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

**TEMPORARY CONSTRUCTION EASEMENT**

*LCRA to BCRUA; 0.802 acres*

**STATE OF TEXAS** §  
§  
**COUNTY OF TRAVIS** §

**DATE:** \_\_\_\_\_, 2014

**GRANTOR:** **Lower Colorado River Authority**, a conservation and reclamation district of the State of Texas

**GRANTOR'S MAILING ADDRESS:** P.O. Box 220  
Austin, TX 78767-0220

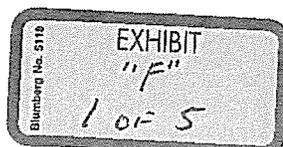
**GRANTEE:** **Brushy Creek Regional Utility Authority, Inc.**, a domestic local government corporation of the State of Texas

**GRANTEE'S MAILING ADDRESS:** 221 E. Main St.  
Round Rock, TX 78664

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

**PROPERTY :** A tract of land, consisting of 0.802 acres, more or less, out of the East Texas Railroad Company Survey No. 54, Travis County, Texas, as described by sketch in **Exhibit "A,"** attached hereto and incorporated herein for all purposes.

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration to GRANTOR, in hand paid by GRANTEE, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance expressed or implied is retained, has this day GRANTED and CONVEYED, and by these presents does GRANT and CONVEY unto GRANTEE, a Temporary Construction Easement ("Easement") on the Property to be used as a construction staging area during construction of a raw water pumping station, water transmission facilities, and appurtenances thereto (the "Project"), on property adjacent to the Property. Such use may include temporary access, traffic re-routing, spoils storage, equipment storage, and any and all other



construction-related uses necessary or desirable to construct the Project on property adjoining the Property. In no event shall GRANTEE construct or install any improvements on the Property.

TO HAVE AND TO HOLD the same to GRANTEE, its successors and assigns, together with the right and privilege at all times during the term of this easement to enter the Property for the above-stated purposes. This grant is made on the condition that GRANTEE and its successors and assigns shall replace or repair any and all damage done to driveways, parking areas, or recreational park amenities within the Property including but not limited to camping sites, picnic tables and drinking fountains to a condition like or better than that existing before the Project; restore the natural grade of the Property to its pre-Project elevation to the extent reasonably practical, and restore the surface of the Property with native grasses or other suitable groundcover to a like condition to that existing before the Project, to the extent such restoration is reasonably feasible.

GRANTEE shall be permitted to clear trees and brush on the Property, but only as reasonably necessary for the exercise of the rights granted herein. GRANTEE recognizes that the Property is used by GRANTOR as a public park, and GRANTEE shall make all reasonable efforts to preserve as many of the trees on the Property as possible. GRANTEE agrees that GRANTEE shall mitigate for any tree removal from the Property pursuant to the tree mitigation rules and regulations of Travis County, Texas.

GRANTEE shall at all times comply with GRANTOR'S Highland Lakes Watershed Ordinance (or any successor ordinance), as it may be amended from time to time, to the extent such ordinance is applicable to GRANTEE'S activities on the Property. Further, GRANTEE shall conduct all of its activities on the Easement Property in full compliance with all applicable federal, state, and local laws and ordinances.

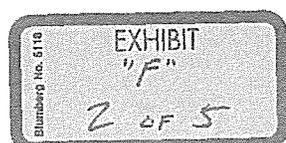
The rights conveyed in this Temporary Construction Easement shall commence on the day that is 30 days after GRANTOR'S receipt of written notice from GRANTEE that GRANTEE intends to enter the Property and begin construction of the Project on adjoining property and shall automatically expire upon the earlier of (a) completion of the Project, (b) five (5) years from the date the Temporary Construction Easement commences, or (c) August 31, 2030. Prior to beginning any work on the Property, GRANTEE shall construct a perimeter fence around the Property sufficient to ensure the safety of the public. GRANTEE shall maintain the fence in good condition during the term of this Easement.

This Easement is made and accepted subject to all easements, restrictions and other matters of record in the Real Property Records of Travis County, Texas.

## LOWER COLORADO RIVER AUTHORITY

BY: \_\_\_\_\_

Fredrick E. Crawford  
Manager, Real Estate Services

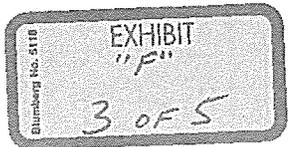


**ACKNOWLEDGMENT**

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF TRAVIS**           §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2014, by Fredrick E. Crawford, Manager of Real Estate Services for the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, on behalf of said district.

\_\_\_\_\_  
Notary Public, State of Texas



TENANT'S CONSENT

Travis County, being the holder of a leasehold interest in the herein-described Property and affected by the easement use of the Property, does hereby consent to this Temporary Construction Easement, its contents, and to the recording of same. Tenant disclaims its right of exclusive possession and use of the Property, as defined in the Lease Agreement by and between Grantor and Travis County, as to the easement rights and interests of the Grantee, and Grantee's successors and assigns.

This consent shall not be construed or operate as a release or modification of the terms of the Lease Agreement, or any part thereof, except as to Tenant's consent to the conveyance of the easement interests as described herein.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2014.

Tenant: Travis County

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

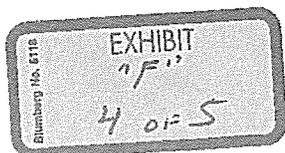
ACKNOWLEDGMENT

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2014, by Samuel T. Biscoe, County Judge of Travis County, on behalf of Travis County.

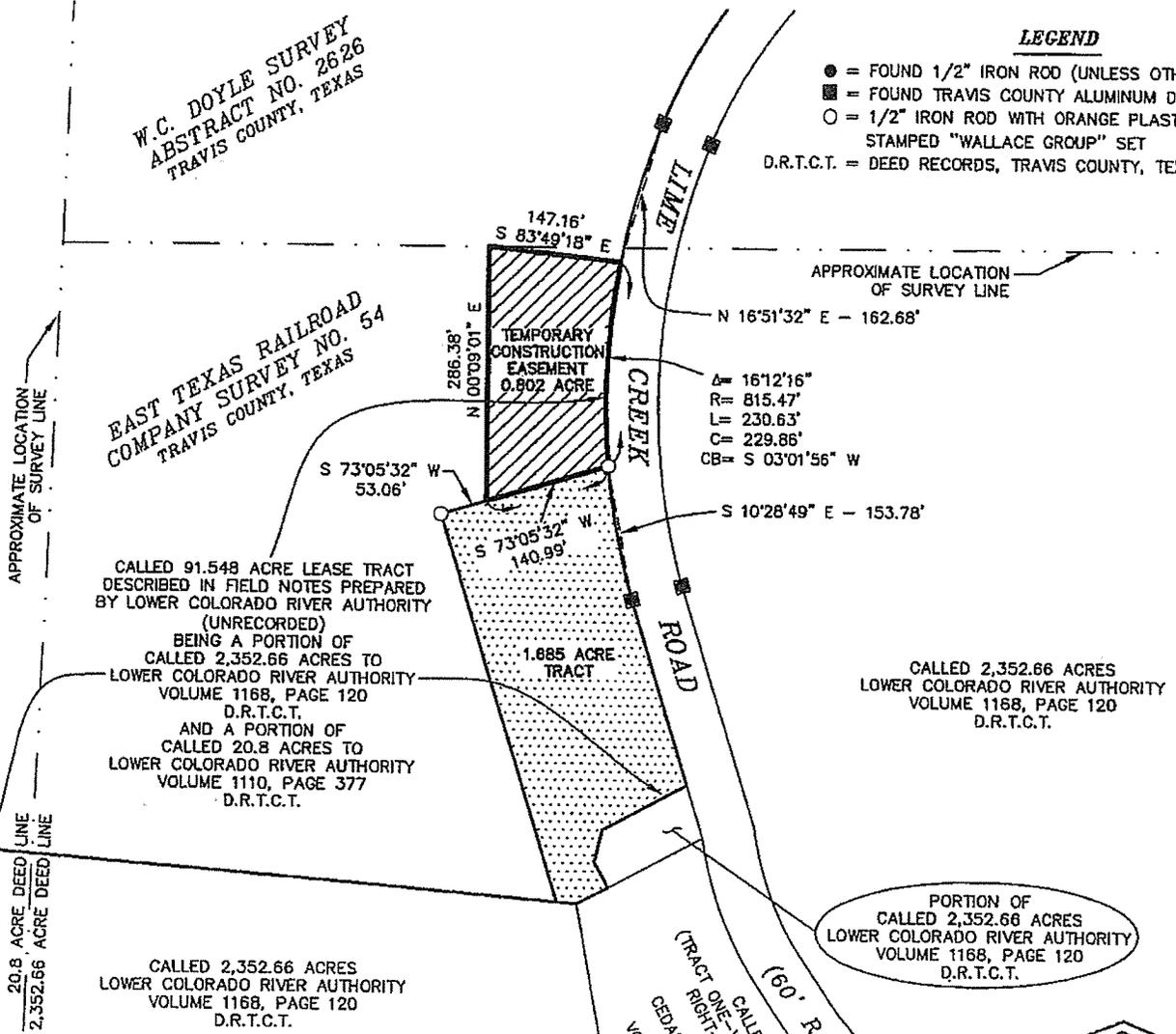
\_\_\_\_\_  
Notary Public, State of Texas

After recording, return to:  
Law Offices of Kent A. Sick  
4611 Bee Cave Road, Suite 110  
Austin, Texas 78746



**EXHIBIT "A"**

**DRAWING OF A TEMPORARY CONSTRUCTION EASEMENT (0.802 ACRE)**  
**SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54, TRAVIS COUNTY, TEXAS,**  
**AND BEING A PORTION OF A CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN FIELD NOTES PREPARED**  
**BY LOWER COLORADO RIVER AUTHORITY (UNRECORDED), AND ALSO BEING A PORTION OF THAT CERTAIN**  
**CALLED 2,352.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER AUTHORITY,**  
**RECORDED IN VOLUME 1168, PAGE 120 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS**

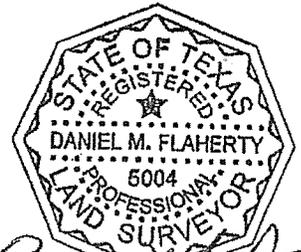


**LEGEND**

- = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- = FOUND TRAVIS COUNTY ALUMINUM DISC
- = 1/2" IRON ROD WITH ORANGE PLASTIC CAP STAMPED "WALLACE GROUP" SET
- D.R.T.C.T. = DEED RECORDS, TRAVIS COUNTY, TEXAS

**GENERAL NOTES:**

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.
- 5.) DISTANCES SHOWN ARE SURFACE.

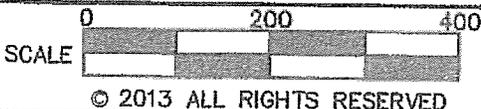


*Handwritten signature and date: Daniel M. Flaherty 08/06/13*



**The Wallace Group, Inc.**

One Chisholm Trail, Suite 130, Round Rock, Texas 78681 (512) 248-0065  
 Engineers ■ Architects ■ Planners ■ Surveyors  
 Waco \* Killeen \* Dallas \* Round Rock



PLAT WORK DIGIT

EXHIBIT "F" S OF 5

DRAFT DATE 08-06-2013 DRAWN BY TAB  
 FIELDBOOK/PG. 178/23 TAB # A-4601  
 8 PARCELS F/N # N/A

G:\PROJECTS\22951R-3D\DWG\SURVEY\22951R-SITE 8 PARCELS.dwg 8/06/2013 9:41am

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

**SUBSURFACE EASEMENT**  
*LCRA to BCRUA; Sandy Creek Park; 0.898 and 2.656 acres*

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF TRAVIS**           §

**DATE:** \_\_\_\_\_, 2014

**GRANTOR:**                               **Lower Colorado River Authority**, a conservation and reclamation district of the State of Texas

**GRANTOR'S MAILING ADDRESS:**   P.O. Box 220  
  Austin, TX 78767-0220

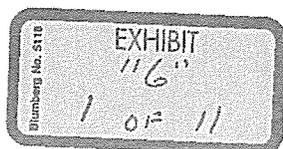
**GRANTEE:**                               **Brushy Creek Regional Utility Authority, Inc.**, a domestic local government corporation of the State of Texas

**GRANTEE'S MAILING ADDRESS:**   221 E. Main St.  
  Round Rock, TX 78664

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

**Easement Property A:** that certain tract of land consisting of 0.898 acres, more or less, out of the East Texas Railroad Company Survey No. 54, Travis County, Texas, more particularly described by metes and bounds and sketch in **Exhibit "A,"** attached hereto and incorporated herein for all purposes; and

**Easement Property B:** that certain tract of land consisting of 2.656 acres, more or less, out of the East Texas Railroad Company Survey No. 54, Travis County, Texas, more particularly described by metes and bounds and sketch in **Exhibit "B,"** attached hereto and incorporated herein for all purposes. .



For purposes of this document, the term "Easement Property" shall be used when necessary or convenient to refer to Easement Property A and Easement Property B collectively.

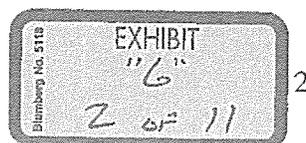
**SUBSURFACE EASEMENT GRANT:**

GRANTOR, for the CONSIDERATION paid to GRANTOR by GRANTEE, hereby grants, sells, and conveys to GRANTEE a permanent and exclusive subsurface easement under the Easement Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to GRANTEE and GRANTEE's successors and assigns forever. The subsurface easement, rights, and privileges herein granted shall be used for the purposes of boring, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, changing, modifying, or repairing subsurface raw water transmission facilities, including but not limited to bored tunnels, liners, pipelines, and any other necessary or desirable appurtenances thereto; provided, however, that GRANTEE'S rights in the Easement Property shall be limited as follows: (i) the rights in Easement Property A are limited to that part of the subsurface lying at or below 550' msl, and (ii) the rights in Easement Property B are limited to that part of the subsurface lying at or below 605' msl. In no event shall GRANTEE have the right to use the surface of the Easement Property for drilling, boring, excavation, or any other use, except that Grantee shall be permitted to do geotechnical testing, including soil and surface testing and boring, prior to construction of the underground transmission facilities. After completion of any and all such geotechnical testing, Grantee shall restore the surface of the Easement Property to the condition it was in immediately prior to the testing. Grantee shall not place or construct any above-ground facilities or appurtenances whatsoever upon the surface of the Easement Property.

**RIGHTS AND RESERVATIONS OF GRANTOR:**

GRANTOR shall retain all existing rights to use the surface of the Easement Property for any and all purposes, including without limitation the right to place buildings or other permanent structures on the surface of the Permanent Easement as long as excavation for said improvements does not exceed 25' (feet) beneath existing grade, and to the extent such placement of buildings or other permanent structures does not endanger or unreasonably interfere with the rights granted to Grantee herein.

GRANTOR expressly reserves all water, oil, gas, and other minerals owned by GRANTOR, in, on, and under the Easement Property, provided that GRANTOR shall not be permitted to drill or excavate for water, oil, gas and minerals on the surface of the Easement Property, but GRANTOR may extract water, oil, gas, or other minerals from and under the Easement Property by directional drilling or other means which do not unreasonably interfere with or disturb the rights granted to GRANTEE herein.



GRANTOR expressly reserves the right to vary the level, temperature, or quality of GRANTOR-managed rivers, tributaries, and lakes. GRANTOR specifically reserves the right and privilege to store and impound water on, flow water across, and inundate with water at any time and as many times as GRANTOR may see fit all or any part of the PROPERTY that is at or below the 715-foot msl elevation contour, without any compensation or liability to GRANTEE. GRANTOR shall not be liable, by reason of floods, flowage, soakage, seepage, erosion, or any other action of water, for any damages on any part of the Easement Property and/or any facilities constructed under the Easement Property which may be caused in whole or in part by the operation or maintenance of any one or more of GRANTOR-managed dams, and the impounding of water thereby, or the failure to impound water thereby, or the releasing of impounded water.

**OBLIGATIONS OF GRANTEE:**

GRANTEE shall at all times comply with GRANTOR'S Highland Lakes Watershed Ordinance (or any successor ordinance), as it may be amended from time to time, to the extent such ordinance is applicable to the construction, installation, operation, maintenance, and removal of any part of GRANTEE'S facilities. In addition, GRANTEE shall implement a GRANTOR-approved water quality monitoring and turbidity control plan for any work performed underwater that will disturb the lakebed. Said plan must be submitted to GRANTOR for review and approved in writing by GRANTOR prior to GRANTEE'S beginning any work below the 681 foot contour. Further, GRANTEE shall conduct all of its activities in full compliance with all applicable federal, state, and local laws and ordinances.

**EXCLUSIVITY:**

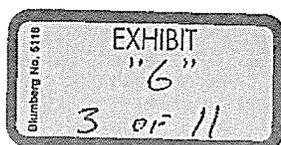
GRANTEE's easement rights within the subsurface of the Easement Property (at or below 550' msl for Easement Property A and at or below 605' msl for Easement Property B) shall be exclusive.

**SUCCESSORS AND ASSIGNS; TERMINATION:**

The rights and obligations of GRANTEE in this Subsurface Easement shall be and are appurtenant to that certain 1.685-acre tract of land (the "Pump Plant Site") conveyed to GRANTEE from GRANTOR by Special Warranty Deed dated of even date herewith. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their heirs, successors, and assigns. This Subsurface Easement shall terminate and all of GRANTEE'S rights in the Easement Property shall revert to GRANTOR in the event the Pump Plant Site reverts to GRANTOR.

**WARRANTY:**

Subject to existing matters of record affecting the Easement Property, GRANTOR warrants and shall forever defend this Subsurface Easement to GRANTEE against anyone



lawfully claiming or to claim the Permanent Easement or any part thereof when the claim is by, through, or under GRANTOR, but not otherwise.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the terms "GRANTEE" and "GRANTOR" include their respective employees, agents, subsidiaries, officers, servants, contractors, successors and assigns.

**LOWER COLORADO RIVER AUTHORITY**

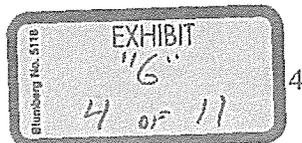
By: \_\_\_\_\_  
Fredrick E. Crawford  
Manager, Real Estate Services

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS**       §  
  §  
**COUNTY OF TRAVIS**       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2014, by Fredrick E. Crawford, Manager of Real Estate Services for the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, on behalf of said district.

\_\_\_\_\_  
Notary Public, State of Texas



TENANT'S CONSENT

Travis County, being the holder of a leasehold interest in the herein-described Property and affected by the easement use of the Property, does hereby consent to this Temporary Construction Easement, its contents, and to the recording of same. Tenant disclaims its right of exclusive possession and use of the Property, as defined in the Lease Agreement by and between Grantor and Travis County, as to the easement rights and interests of the Grantee, and Grantee's successors and assigns.

This consent shall not be construed or operate as a release or modification of the terms of the Lease Agreement, or any part thereof, except as to Tenant's consent to the conveyance of the easement interests as described herein.

Executed this \_\_\_ day of \_\_\_\_\_, 2014.

Tenant: Travis County

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2014, by Samuel T. Biscoe, County Judge of Travis County, on behalf of Travis County.

\_\_\_\_\_  
Notary Public, State of Texas

After recording, return to:  
Law Offices of Kent A. Sick  
4611 Bee Cave Road Suite 110  
Austin, Texas 78746

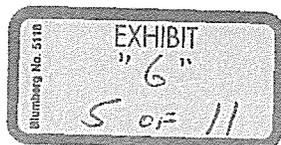


EXHIBIT "A"

Subsurface Tunnel 'A' Easement

METES AND BOUNDS DESCRIPTION  
OF A  
0.898 ACRE TRACT OF LAND  
SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54,  
TRAVIS COUNTY, TEXAS

BEING A 0.898 ACRE (39,104 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54, TRAVIS COUNTY, TEXAS; SAID 0.898 ACRE TRACT BEING A PORTION OF THAT CERTAIN CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN FIELD NOTES PREPARED BY LOWER COLORADO RIVER AUTHORITY (UNRECORDED); AND ALSO BEING A PORTION OF THAT CERTAIN CALLED 2,352.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER AUTHORITY (LCRA), AS RECORDED IN VOLUME 1168, PAGE 120 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.); SAID 0.898 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

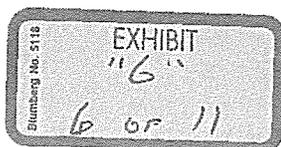
COMMENCING at a 1/2-inch iron rod with orange plastic cap stamped "Wallace Group" (hereafter referred to as "Wallace cap") set for the easternmost southeast corner of said 91.548 acre lease tract, and being on the westerly right-of-way (R.O.W.) line of Lime Creek Road (having a width of 60 feet at this location), and being located at Texas State Plane Coordinate grid position N=10,141,879.6043 and E=3,061,278.0499;

THENCE, (L1) South 47 degrees 35 minutes 59 seconds West, departing the westerly R.O.W. line of said Lime Creek Road, over and across said LCRA 2,352.66 acre tract, a distance of 197.26 feet to a 1/2-inch iron rod with "Wallace cap" set for the POINT OF BEGINNING and southeast corner of the herein described tract, and being located at Texas State Plane Coordinate grid position N=10,141,746.5897 and E=3,061,132.3847, said point also being on the southerly line of said 91.548 acre lease tract, and from which a cut "X" set in concrete marking the northwest corner of that certain called 2.73 acre tract of land described as a Right-Of-Way Easement to Cedar Park Water Supply Corporation, as recorded in Volume 4898, Page 1247, D.R.T.C.T. bears (L2) South 85 degrees 17 minutes 18 seconds East, at a distance of 21.94 feet;

THENCE, North 85 degrees 17 minutes 18 seconds West, with the southerly line of said 91.548 acre lease tract, and continuing over and across said LCRA 2,352.66 acre tract, at a distance of 189.41 feet passing a 1/2-inch iron rod found and as called for in the field notes for said 91.548 acre lease tract, and continuing in all a total distance of 412.60 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, departing the southerly line of said 91.548 acre lease tract, over and across said LCRA 2,352.66 acre tract and said 91.548 acre lease tract, the following two (2) courses and distances:

- 1) North 65 degrees 23 minutes 27 seconds East, a distance of 387.07 feet to a calculated point for the northernmost corner of the herein described tract;



**Exhibit "A" (continued)**  
**Description of a 0.898 acre tract**

- 2) South 16 degrees 54 minutes 28 seconds East, a distance of 203.89 feet to the **POINT OF BEGINNING** and containing 0.898 acres (39,104 square feet) of land, more or less, based on the survey and drawing made by The Wallace Group, Inc., Round Rock, Texas in July and August of 2013.

Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network. Coordinates shown are grid and distances shown are surface.

A drawing of even survey date herewith accompanies this metes and bounds description.

I, Daniel M. Flaherty, Registered Professional Land Surveyor No. 5004, State of Texas, do hereby certify that this metes and bounds description and exhibit drawing A-4602 attached hereto was prepared from an actual survey of the property performed on the ground and that the same is true and correct.



Daniel M. Flaherty, R.P.L.S. #5004

The Wallace Group, Inc.

One Chisholm Trail, Suite 130

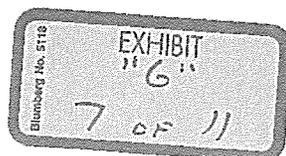
Round Rock, Texas 78681

Ph. (512) 248-0065

22951-FN02.doc



08/06/13

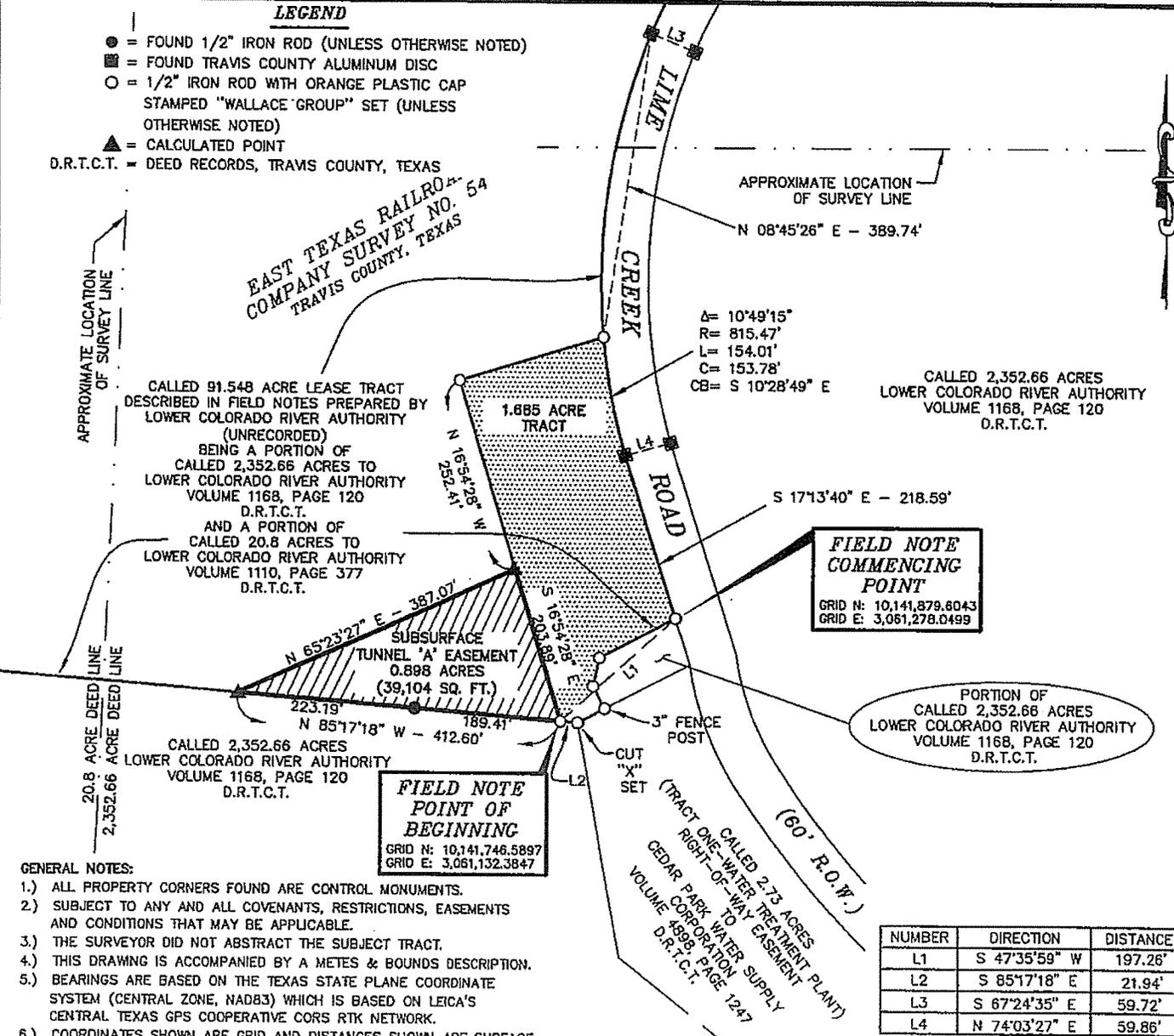


**EXHIBIT "A"**

**DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF  
SUBSURFACE TUNNEL 'A' EASEMENT (0.898 ACRE) SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY  
NO. 54, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN  
FIELD NOTES PREPARED BY LOWER COLORADO RIVER AUTHORITY (UNRECORDED), AND ALSO BEING A PORTION OF  
THAT CERTAIN CALLED 2,352.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER  
AUTHORITY, RECORDED IN VOLUME 1168, PAGE 120 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS**

**LEGEND**

- = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- = FOUND TRAVIS COUNTY ALUMINUM DISC
- = 1/2" IRON ROD WITH ORANGE PLASTIC CAP STAMPED "WALLACE GROUP" SET (UNLESS OTHERWISE NOTED)
- ▲ = CALCULATED POINT
- D.R.T.C.T. = DEED RECORDS, TRAVIS COUNTY, TEXAS



**GENERAL NOTES:**

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES & BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORRS RTK NETWORK.
- 6.) COORDINATES SHOWN ARE GRID AND DISTANCES SHOWN ARE SURFACE.

NUMBER	DIRECTION	DISTANCE
L1	S 47°35'59" W	197.26'
L2	S 85°17'18" E	21.94'
L3	S 67°24'35" E	59.72'
L4	N 74°03'27" E	59.86'



**The Wallace Group, Inc.**

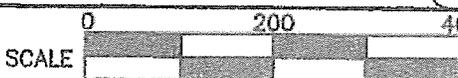
One Chisholm Trail, Suite 130, Round Rock, Texas 78681 (512) 248-0065  
Engineers ■ Architects ■ Planners ■ Surveyors  
Waco \* Killeen \* Dallas \* Round Rock



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAN AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 6TH DAY OF AUGUST, 2013.

SURVEYED: 06-25-2013

*Daniel M. Flaherty*  
DANIEL M. FLAHERTY  
No. 5004



© 2013 ALL RIGHTS RESERVED

EXHIBIT "G"  
8 OF 11

DRAFT DATE 08-06-2013 DRAWN BY SRM  
FIELDBOOK/PG. 17B/23 TAB # A-4602  
B-TUNNEL F/N # 22951-FN02

G:\PROJECTS\22951R-3D\DWG\SURVEY\22951R-SITE B PARCELS-TUNNEL ESMETS.dwg 8/06/2013 - 3:18pm

**EXHIBIT "B"**

**Subsurface Tunnel 'B' Easement**

**METES AND BOUNDS DESCRIPTION**

**OF A**

**2.656 ACRE TRACT OF LAND**

**SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54,  
W.C. DOYLE SURVEY, ABSTRACT NO. 2626, AND FRANCIS HARRIS SURVEY NO. 516,  
TRAVIS COUNTY, TEXAS**

BEING A 2.656 ACRE (115,710 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54, W.C. DOYLE SURVEY, ABSTRACT NO. 2626, AND FRANCIS HARRIS SURVEY NO. 516, TRAVIS COUNTY, TEXAS; SAID 2.656 ACRE TRACT BEING A PORTION OF THAT CERTAIN CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN FIELD NOTES PREPARED BY LOWER COLORADO RIVER AUTHORITY (UNRECORDED); AND ALSO BEING A PORTION OF THAT CERTAIN CALLED 2,352.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER AUTHORITY (LCRA), AS RECORDED IN VOLUME 1168, PAGE 120 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.) AND A PORTION OF THAT CERTAIN CALLED 20.8 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER AUTHORITY, AS RECORDED IN VOLUME 1110, PAGE 377, D.R.T.C.T.; SAID 2.656 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with orange plastic cap stamped "Wallace Group" (hereafter referred to as "Wallace cap") set for the easternmost southeast corner of said 91.548 acre lease tract, and being on the westerly right-of-way (R.O.W.) line of Lime Creek Road (having a width of 60 feet at this location), and being located at Texas State Plane Coordinate grid position N=10,141,879.6043 and E=3,061,278.0499;

THENCE, (L1) North 38 degrees 14 minutes 56 seconds West, departing the westerly R.O.W. line of said Lime Creek Road, over and across said LCRA 2,352.66 acre tract and said 91.548 acre lease tract, a distance of 398.74 feet to a calculated point for the **POINT OF BEGINNING** and southwest corner of the herein described tract, and being located at Texas State Plane Coordinate grid position N=10,142,192.7447 and E=3,061,031.1977, and from which a 1/2-inch iron rod with orange plastic cap stamped "Wallace Group" (hereafter referred to as "Wallace cap") set bears (L4) South 73 degrees 05 minutes 32 seconds West, at a distance of 32.94 feet;

THENCE, North 45 degrees 47 minutes 31 seconds West, continuing over and across said 91.548 acre lease tract, and traveling partway over and across said LCRA 2,352.66 acre tract and partway over and across said LCRA 20.8 acre tract, a distance of 1,112.50 feet to a calculated point for the westernmost corner of the herein described tract, said point being on the northwesterly line of said 91.548 acre lease tract, same being the northwesterly line of said LCRA 20.8 acre tract;

THENCE, (L2) North 25 degrees 24 minutes 51 seconds East, with the northwesterly line of said 91.548 acre lease tract and said LCRA 20.8 acre tract, a distance of 105.63 feet to a calculated point for the northernmost corner of the herein described tract;

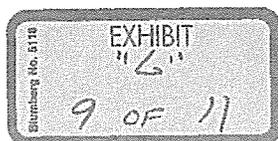


Exhibit "B" (continued)  
Description of a 2.656 acre tract

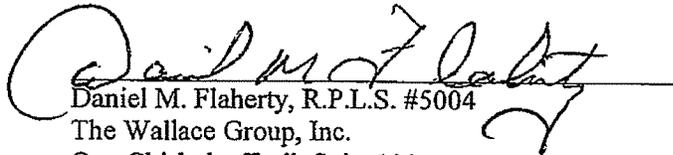
THENCE, South 45 degrees 47 minutes 31 seconds East, over and across said 91.548 acre lease tract, and traveling partway over and across said LCRA 20.8 acre tract and partway over and across said LCRA 2,352.66 acre tract, a distance of 1,201.69 feet to a calculated point for the easternmost corner of the herein described tract, and from which a 1/2-inch iron rod with "Wallace cap" set on the common easterly line of said 91.548 acre lease tract and the westerly R.O.W. line of said Lime Creek Road bears (L5) North 73 degrees 05 minutes 32 seconds East, at a distance of 46.90 feet;

THENCE, (L3) South 73 degrees 05 minutes 32 seconds West, over and across said LCRA 2,352.66 acre tract and said 91.548 acre lease tract, a distance of 114.21 feet to the **POINT OF BEGINNING** and containing 2.656 acres (115,710 square feet) of land, more or less, based on the survey and drawing made by The Wallace Group, Inc., Round Rock, Texas in July and August of 2013.

Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network. Coordinates shown are grid and distances shown are surface.

A drawing of even survey date herewith accompanies this metes and bounds description.

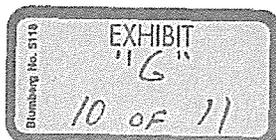
I, Daniel M. Flaherty, Registered Professional Land Surveyor No. 5004, State of Texas, do hereby certify that this metes and bounds description and exhibit drawing A-4602 attached hereto was prepared from an actual survey of the property performed on the ground and that the same is true and correct.



Daniel M. Flaherty, R.P.L.S. #5004  
The Wallace Group, Inc.  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
22951-FN03.doc



08/06/13

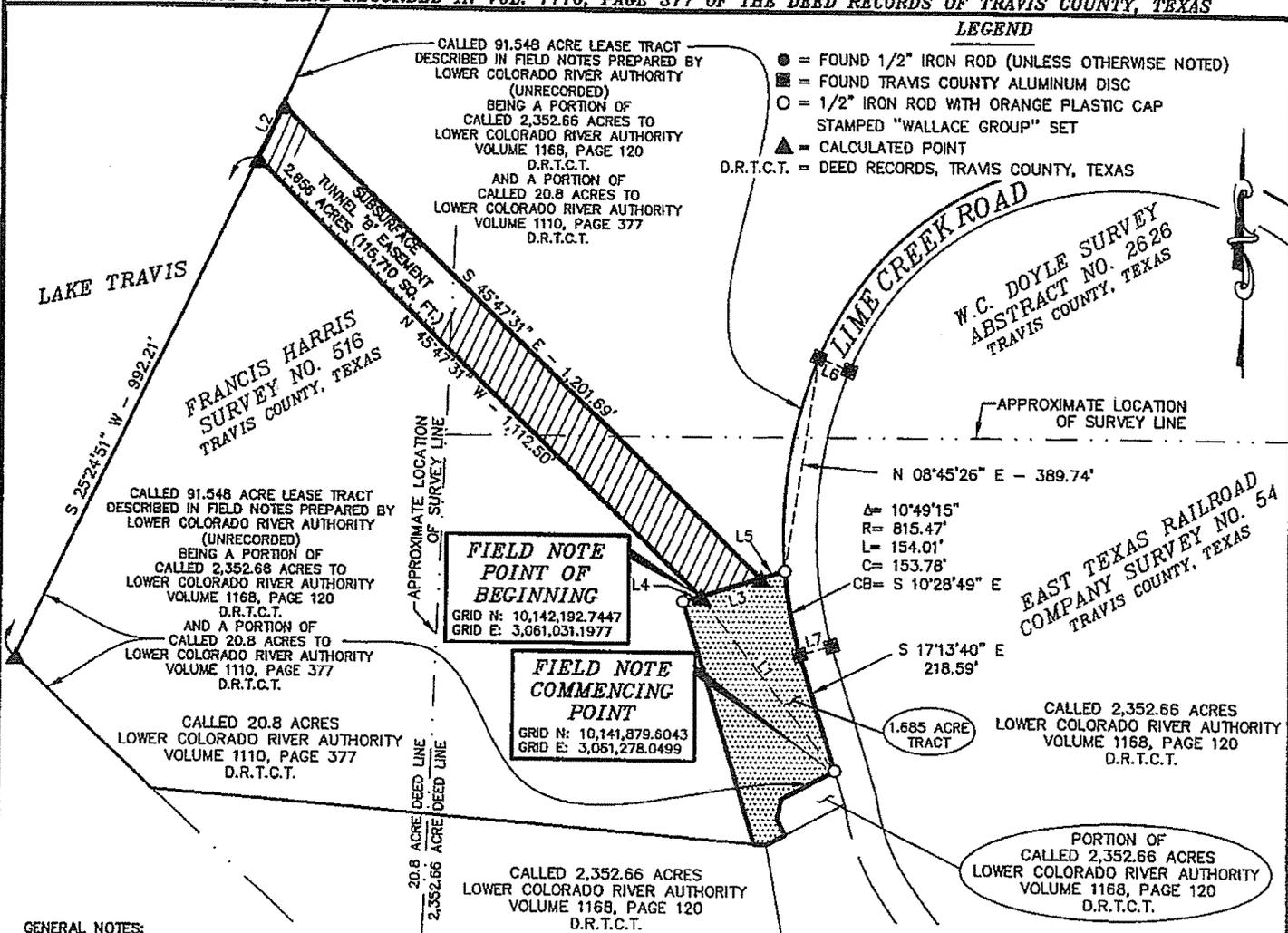


**EXHIBIT "B"**

**DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF  
SUBSURFACE TUNNEL 'B' EASEMENT (2.656 ACRES) SITUATED IN THE EAST TEXAS RAILROAD COMPANY SURVEY NO. 54, W.C. DOYLE SURVEY, ABSTRACT NO. 2626, AND FRANCIS HARRIS SURVEY NO. 516, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN FIELD NOTES PREPARED BY LOWER COLORADO RIVER AUTHORITY (UNRECORDED), AND ALSO BEING A PORTION OF THAT CERTAIN CALLED 2,352.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LOWER COLORADO RIVER AUTHORITY, RECORDED IN VOL. 1168, PAGE 120 AND A PORTION OF THAT CERTAIN CALLED 20.8 ACRE TRACT OF LAND RECORDED IN VOL. 1110, PAGE 377 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS**

**LEGEND**

- = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- = FOUND TRAVIS COUNTY ALUMINUM DISC
- = 1/2" IRON ROD WITH ORANGE PLASTIC CAP STAMPED "WALLACE GROUP" SET
- ▲ = CALCULATED POINT
- D.R.T.C.T. = DEED RECORDS, TRAVIS COUNTY, TEXAS



NUMBER	DIRECTION	DISTANCE
L1	N 38°14'56" W	398.74'
L2	N 25°24'51" E	105.63'
L3	S 73°05'32" W	114.21'
L4	S 73°05'32" W	32.94'
L5	N 73°05'32" E	46.90'
L6	S 87°24'35" E	59.72'
L7	N 74°03'27" E	59.86'

**GENERAL NOTES:**

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES & BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.
- 6.) COORDINATES SHOWN ARE GRID AND DISTANCES SHOWN ARE SURFACE.



**The Wallace Group, Inc.**

One Chisholm Trail, Suite 130, Round Rock, Texas 78681 (512) 248-0065  
Engineers ■ Architects ■ Planners ■ Surveyors  
Waco \* Killeen \* Dallas \* Round Rock

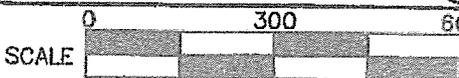


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAN AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 6TH DAY OF AUGUST, 2013.

SURVEYED: 06-25-2013

*Daniel M. Flaherty*  
DANIEL M. FLAHERTY, REG. NO. 5004

3 OF 3



© 2013 ALL RIGHTS RESERVED

EXHIBIT "B"  
11 OF 11

DRAFT DATE 08-06-2013 DRAWN BY SRM  
FIELDBOOK/P.G. 178/23 TAB # A-4603  
8-TUNNEL F/N # 22951-FN03

G:\PROJECTS\22951R-3D\DWG\SURVEY\22951R-SITE 8 PARCELS-TUNNEL ESMTS.dwg 8/06/2013 - 3:18pm