



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

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

Thursday ~ September 3, 2015 at 7:00 PM



Mayor – Christopher Fielder

Place 1 – Andrea Navarrette (Mayor Pro Tem)

Place 2 – Michelle Stephenson

Place 3 – Shanán Shepherd

Place 4 – Ron Abruzzese

Place 5 – Jeff Seiler

Place 6 – Troy Hill

City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments: Chief Greg Minton – Leander LEO Photo Contest
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins
5. Proclamation recognizing September 2015 as “Childhood Cancer Awareness Month”
Sponsored by Mayor Fielder

CONSENT AGENDA: ACTION

6. Approval of the minutes: August 20, 2015
7. Approval to Extend the Library Management & Operations Agreement for FY 2015-16
8. Special Permit Approval for the Bluegrass Festival
9. Second Reading of an Ordinance on Zoning Case #15-Z-017: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel of land located at 6301 N. Bagdad Road for 11.0959 acres, more or less from SFR-1-B, Single Family Rural to SFU-2-B, Single Family Urban, Leander, Williamson County, Texas
10. Variance to Article 8.04, Noise, of the Leander Code of Ordinances for Alpha Paving Industries, LLC for pavement repairs of the Crystal Falls Parkway and Bagdad Road Intersection

PUBLIC HEARING: ACTION

11. **Public Hearing** on Subdivision Case #15-CP-001: Consider the Deerbrooke Concept Plan for 168.06 acres, more or less, generally located to the northeast of the intersection of CR 279 and Collaborative Way, to the north of the Savanna Ranch Subdivision, Leander, Williamson County, Texas
Applicant: Southwest Land Development Services (David Singleton) on behalf of Deerbrooke Austin, LLC

Action on Subdivision Case #15-CP-001: the Deerbrooke Concept Plan for 168.06 acres, more or less, generally located to the northeast of the intersection of CR 279 and Collaborative Way, to the north of the Savanna Ranch Subdivision, Leander, Williamson County, Texas

12. **Public Hearing** on Zoning Case #15-Z-019: Consider a zoning change for a portion of a parcel of land located at 804 Bagdad Road for 4.8 acres, more or less, from GC-3-C, General Commercial to MF-2-A, Multi Family, Leander, Williamson County, Texas
Applicant: Josh Becker on behalf of E & L Properties, LTD
The applicant has postponed this request

13. **Public Hearing** on Zoning Case #15-Z-020: Consider a zoning change for a parcel of land located to the southeast of the intersection of San Gabriel Parkway and Bagdad Road/CR 279, for 1.508 acres, more or less, from LC-2-B, Local Commercial to LC-3-B, Local Commercial, Leander, Williamson County, Texas
Applicant: Danny Martin on behalf of JSL Commercial Investments, LLC

Action on Zoning Case #15-Z-020: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel of land located to the southeast of the intersection of San Gabriel Parkway and Bagdad Road/CR 279 from LC-2-B, Local Commercial to LC-3-B, Local Commercial, Leander, Williamson County, Texas

14. **Public Hearing** on Zoning Case #15-Z-021: Consider a zoning change for a parcel of land located at 508 Municipal Drive for 1.235 acres, more or less, from TF-2-B, Two-Family to LO-2-B, Local Office, Leander, Williamson County, Texas
Applicant: Del Ray and Linda Sudderth

Action on Zoning Case #15-Z-021: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel of land located at 508 Municipal Drive for 1.235 acres, more or less, from TF-2-B, Two-Family to LO-2-B, Local Office, Leander, Williamson County, Texas

REGULAR AGENDA

15. Consider Naming Library Conference Room C

16. a. Consider a Development, ETJ Release, and Consent Agreement for the Caughfield Tract

b. Consider an Ordinance of the City of Leander, Texas giving consent to the creation of a Municipal Utility District on the Caughfield Tract

17. Consider an Agreement between the City of Leander and the City of Liberty Hill Regarding the Extraterritorial Jurisdiction Release of the Caughfield Tract

18. Consider Amended and Restated Agreement regarding Consent to Creation of Leander Municipal Utility Districts No. 1, 2 and 3 and Development of the Bar W. Ranch

19. Receive Effective & Rollback Tax Rate Calculations for FY 2015-16

20. Consider a Proposal to Adopt a Tax Rate for FY 2015-16

21. Schedule Two Public Hearings on a Proposal to Adopt a Tax Rate for FY 2015-16

22. Water Supply Update

23. Consider Bond Task Force Committee:
 - a. Qualifications and appointments
 - b. Consider Election Date
24. Council Members Closing Statements
25. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves The right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations Or 551.076 [deployment/implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas on the 28th day of August, 2015 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.


Debbie Haile, TRMC, City Secretary



PROCLAMATION



WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in nearly 15,000 of our country's young people each year; and

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Medical City Children's Hospital in Dallas, Dell Children's Medical Center of Central Texas in Austin, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award presentations, community get well cards and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

NOW, THEREFORE, I, Mayor Christopher Fielder, and the Leander City Council do hereby proclaim September, 2015 as:

“CHILDHOOD CANCER AWARENESS” MONTH

Signed this 3rd day of September, 2015.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC City Secretary



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

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



Thursday ~ August 20, 2015 at 7:00 PM

Mayor – Christopher Fielder

Place 1 – Andrea Navarrette (Mayor Pro Tem)

Place 2 – Michelle Stephenson

Place 3 – Shanan Shepherd

Place 4 – Ron Abruzzese

Place 5 – Jeff Seiler

Place 6 – Troy Hill

City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance
Council Member Seiler delivered the invocation
2. Roll Call
All present
3. Staff Comments: **Pat Womack , Public Works Director announced that the Fall Clean up will be on Sat. Sept. 10, 2015**
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins

Judith Swanzey. 307 Edgewood Cove- spoke against the gas station on Old 2243 W
Owen Hayhurst. 2103 Woodway Drive spoke against the gas station on Old 2243 W
Blessing Nwakamme. 316 Sunnybrooke Drive - spoke against the gas station on Old 2243 W
Mark Nwakamma. 316 Sunnybrooke Drive - spoke against the gas station on Old 2243 W
Adeline Ceschin. 2005 Sydnee Drive- spoke against the gas station on Old 2243 W
Amy Corbett , 2004 Sydnee Drive - spoke against the gas station on Old 2243 W
Debbie Hayhurst, 2013 Woodway Drive - spoke against the gas station on Old 2243 W
Sherry LeBlanc, 2102 Cottontail Drive - spoke against the gas station on Old 2243 W
Sarah Flores, 2001 Sydnee Drive - spoke against the gas station on Old 2243 W
John Stetson, 2011 Rim Rock Drive - spoke against the gas station on Old 2243 W
Daniel Field, stated that the zoning of the property at the gas station site on Old 2243 W has been in place and agrees with the zoning
5. Graduation and Presentation of Project for the Junior Leadership Academy sponsored by the Greater Leander Chamber of Commerce Leadership Program
Bridget Brandt, President of the Greater Leander Chamber of Commerce introduced the Members of the Junior Leadership Academy and told about the program. The following members were introduced and given a trophy for their participation:

Anna Stephenson
Caleb Williams
Brylee Brandt
Blaise Armour
Sarena Rae Jones
Diego Duarte

CONSENT AGENDA: ACTION

6. Approval of the minutes: August 6, 2015
7. A Resolution of the City of Leander, Texas to join the Central Texas Clean Air Coalition
8. Second reading of an Ordinance of the City of Leander, Texas annexing 126.098 acres of land, more or less, known as the Bradley tract, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner, approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date

Motion made by Mayor Pro Tem Navarrette to approve the consent agenda. Second by Council Member Shepherd. Motion passes, all voting "aye"

PUBLIC HEARING: ACTION

9. **Public Hearing** to consider proposed assessments to be levied against property located in the Oak Creek Public Improvement District and a proposed update to the Service and Assessment Plan and Assessment Roll for Calendar Year 2015

Robert Powers, Finance Director explained

Action on an Ordinance Consider an ordinance setting the calendar year 2015 assessment, approving an assessment roll and annual update to the Service and Assessment Plan for calendar year 2015, and levying assessments for calendar year 2015 for property in the Oak Creek Public Improvement District.

Motion made by Council Member Stephenson to approve. Second by Council Member Seiler. Motion passes, all voting "aye"

10. **Public Hearing** on Zoning Case #15-Z-010: Consider a zoning change for two parcels of land located at 1208 S Bagdad Road for 51.84 acres, more or less, from MF-2-B, Multi-Family and GC-3-C, General Commercial to PUD, Planned Unit Development, Leander, Williamson County, Texas
Applicant: Anthony Goode on behalf of AHS-RS, Trail at Leander, LLC

The Applicant has requested postponement of this item

Mayor Fielder announced that the applicant has postponed this item

11. **Public Hearing** on Zoning Case #15-Z-017: Consider a zoning change for a parcel of land located at 6301 N. Bagdad Road for 11.0959 acres, more or less, from SFR-1-B, Single Family Rural to SFU-2-B, Single Family Urban, Leander, Williamson County, Texas

Applicant: Josh Becker on behalf of Richard A. Alley

Tom Yantis, Asst. City Manager explained

Action on Zoning Case #15-Z-017: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel of land located at 6301 N. Bagdad Road for 11.0959 acres, more or less from SFR-1-B, Single Family Rural to SFU-2-B, Single Family Urban, Leander, Williamson County, Texas

Motion made by Council Member Abruzzese to approve. Second by Council Member Shepherd. Motion passes, all voting "aye"

12. **Public Hearing** on Zoning Case #15-Z-011: Consider a zoning change for a parcel of land located at Osage Drive and Highland Trail for 0.94 acres, more or less, from SFU-2-B, Single Family Urban to PUD, Planned Unit Development, Leander, Williamson County, Texas
Applicant: Mike Seifert on behalf of Lookout Development Group, L.P.
Tom Yantis, Asst. City Manager explained

Mike Seifert with Lookout Group explained the proposed zoning request

Thomas Yambrick, 1908 Western Justice – spoke against
Frankie Thomas, 1801 Buffalo Speedway – spoke against
Bryan Thomas, 1801 Buffalo Speedway – spoke against
Bill Mills, 1811 Alamo Bound – spoke against
Vicky Waser, 2829 Granite Hill Drive – spoke against
Laura Yambrick, 1908 Western Justice – spoke against
Phylis Miquil, 1805 Buffalo Thunder – spoke against
Michael Childers, 2611 Running Wyld – spoke against
Scott Morris, 2701 Highland Trail – spoke against
John Handy Bosmer, 1917 Cross Draw Trail – spoke against
Carl Norman, 1821 Cross Draw – spoke against
Steve Brand, 1802 Alamo Bound - spoke in favor of
David Siebold, 1801 Muledeer Run - spoke against
Ron Militello, 1913 Leaders Lane – spoke against
Angela Blair 2515 Highland Trail – is undecided but has concerns
Jason Dishongh, Wolf Dancer – spoke in favor of
Wade Funk, 2524 Quick Fort - spoke in favor of
Jai Rao, 1905 Western Justice – spoke against
Amy Romig, 2516 Highland Trail – spoke against
Lauri Smit, 2606 Running Wyld – was undecided but expressed concerns
Josh Becker, 2525 Quick Fort Drive – spoke in favor of
Tamara Nelson, 1707 Trustworthy Ct. – was undecided but thanked council for their service
Nichole Holmes, 1717 Buffalo Thunder – spoke against

Action on Zoning Case #15-Z-011: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel of land located at Osage Drive and Highland Trail for 0.94 acres, more or less, from SFU-2-B, Single Family Urban to PUD, Planned Unit Development, Leander, Williamson County, Texas

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

Mayor Fielder called for a break at 9:10 pm
Council reconvened from break at 9:21 pm

REGULAR AGENDA

13. Second Reading of an Ordinance on Zoning Case #14-Z-034: amending Ordinance #05-018, the Composite Zoning Ordinance for several parcels of land generally located to the north east of the intersection of CR 279 and Collaborative Way, to the north of Savanna Ranch Subdivision ,Leander, Williamson County, Texas
Tom Yantis, Asst. City Manager explained

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

14. a. Consider a Development, ETJ Release, and Consent Agreement for the Caughfield Tract
- b. Consider an Ordinance of the City of Leander, Texas giving consent to the creation of a municipal utility district on the Caughfield Tract

Mayor Fielder announced that this item (a & b) have been pulled from the agenda

15. Consider Amended and Restated Agreement regarding Consent to Creation of Leander Municipal Utility Districts No. 1, 2 and 3 and Development of the Bar W. Ranch

Mayor Fielder announced that this item has been pulled from the agenda

16. Consider an Award of Contract for the Bagdad Road Sidewalk Improvements Project
Steve Bosak, Parks & Recreation Director explained

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

17. Consider Economic Development Ordinance Amendments
Mark Willis, Economic Development Director explained

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

18. Consider the Partial Release and Termination of a Drainage Easement located in Oak Creek Phase 5
Wayne Watts, City Engineer explained

Motion made by Council Member Stephenson to approve. Second by Mayor Pro Tem Navarrette. Motion passes, all voting "aye"

19. Presentation and Discussion on Proposed FY 2015-16 Annual Budget
Kent Cagle, City Manager presented the proposed budget

20. Presentation on Water & Wastewater Cost of Service and Rate Study Update (FY16– FY18)
Robert Powers, Finance Director presented the Study

21. Discuss and consider forming a Citizens Bond Committee
A Discussion was held

Motion made by Mayor Fielder to form a Citizens Bond Committee and appoint two council members and direct staff to do so with no tax increase and to appoint two council members at the next meeting. Second by Council Member Stephenson. Motion passes, all voting "aye"

22. Council Members Closing Statements
Council Members gave their closing statements

EXECUTIVE SESSION

23. Convene into executive session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding legal issues related to the City's boundaries and future growth of the City and pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property

**Council convened into executive session at 10:09 pm
Council reconvened into open session at 10:20 pm**

24. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the City's boundaries and future growth of the City and to deliberate the acquisition and value of real property

No action taken

25. Consider Purchase Contract for the acquisition of 0.246 acres pf Right-of-Way, 0.171 acres of Public Utility Easement, and 0.211 acres of Wastewater and Drainage Easement from Floyd and Marie Waley for the Old 2243 W. Roadway Improvements Project in the amount of \$46,616.00

**Motion made by Mayor Pro Tem Navarrette to approve. Second by Council Member Hill.
Motion passes, all voting "aye"**

26. Adjournment
With there being no further business, the meeting adjourned at 10:21 pm.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 7



Executive Summary

September 3, 2014

Subject: Approval to Extend the Library Management & Operations Agreement for FY 2015-16

Background: Library Systems Services, LLC (LSSI) has managed the library under a contract with the City since its opening in 2006. LSSI provides all staffing, staff training, library books and materials, programming, etc. The management and operations contract with LSSI is renewed each year during the budget process and it is once again due for renewal for FY 2015-16. The contract is extended by the Council's approval of Schedule "A", and the amount of funding is based on the amount earmarked for the Library in each fiscal year budget.

The proposed LSSI budget for next year is \$565,167. This is an increase of \$29,065 from last year. The additional funds are for a 2.7% pay increase for Library staff and a \$15,302 one-time expense for a server upgrade and WiFi. The current level of services will remain the same.

Financial Consideration: \$565,167 from the General Fund for FY 2015-6

Recommendation: Staff respectfully requests Council approval of Schedule "A" and authorization for the City Manager to execute the agreement to extend the Management & Operations with Library Systems Services contract for FY 2015-16 in the amount of \$565,167.

Attachments: Schedule "A"

Prepared by: Stephen Bosak, Parks & Recreation Director

Schedule "A" for FY 2015-2016
City of Leander Agreement for Library Management & Operations

A. Statement of Work

LSS will administer the operations of City's library facilities (collectively, "Library"), including the accounting for, purchase of and payment for payroll services and goods and services from vendors for budgeted utilities, supplies, repairs, maintenance, Library Materials (as defined below) and Capital Items (as defined below) sufficient to operate the Library in accordance with the policies and guidelines approved by the City.

LSS shall provide, by and through its own employees or independent contractors ("LSS Staff") any labor LSS deems necessary for the operation of the Library. The cost of the LSS Staff shall be paid by LSS and is included in the Operating Budget (as defined below). LSS shall have the sole and absolute right to hire and/or terminate the employment of the Library Staff from time to time to perform work under this Agreement. LSS will provide the appropriate staffing levels to keep the Library open to the public 74 hours per week. The Parties will mutually agree upon the actual hours the Library will be open to the public each day of the week.

In addition, upon the City's request, LSS will update the long-range plan for the Library in cooperation with City, elected and appointed local officials, other community stakeholders and the Library Staff ("Plan"). Using current professional standards and practice, the Plan will identify challenges and opportunities for the Library staff and corresponding strategic responses, including specific, measurable goals and objectives. The Parties recognize the Plan will take approximately six-months to complete.

This Plan, when approved by City, will help govern the direction and focus of the Library Staff in fulfillment of their mission of providing effective and efficient Library service to meet the personal, professional and lifelong learning needs of the citizens served by the Library.

B. Scope of Work

1. Governance- Develop and maintain effective working relationships with local staff, elected officials, other appointed officials and community groups such as the Friends of the Library.

2. Fiscal Responsibility-

- a. Develop and maintain effective and efficient financial procedures.
- b. Review all aspects of Library operation and service for efficiency and cost-effectiveness, while making changes as appropriate.
- c. Lead preparation of annual operating and capital budget requests.
- d. Continue to seek innovative means of adding value to City at little or no additional cost including the procurement of grants.

3. Management and Reporting-

- a. Prepare and provide regular reports to City, describing Library activities and recommending changes in policies, procedures and operations as necessary and appropriate.
- b. Prepare and provide timely statistical reports to the City on Library activities.

4. Staff Development and Coaching-

- a. Support orientation, training and professional development of all Library Staff.
- b. Provide leadership and guidance to maximize Library Staff effectiveness in Library operations.

5. Public Services-

- a. Provide prompt, friendly and accurate assistance in the use of the Library.
- b. Provide prompt and accurate circulation, information and reference services.
- c. Provide requested materials promptly.

6. Collections- Provide high quality materials on a wide variety of subjects in varied formats for all age groups present in the community, according to established collection management plans.

7. Programming- Provide high quality, effective educational, recreational and cultural programs of interest to all age groups present in the community.

8. Information Technology- Develop and implement short and long range plans to procure, install and support sufficient hardware, software, network, telecommunications and other resources necessary to support the Library's mission.

9. Marketing- Effectively disseminate information and promote use of the Library, resources and services.

10. Facilities- Work with Library Staff and local officials to ensure effective building maintenance by promptly identifying and reporting problems with the physical plant.

C. Excluded Services

LSS shall have no responsibility for the administration, purchase or payment of, or any liability or duty to defend claims for:

1. Any goods or services, including payroll, that were rendered to Customer prior to the Effective Date.

2. Unfair labor practices, grievances, or any claims or litigation whatsoever arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment or discipline of the Library Staff not employed by LSS, provided that such claims have not resulted from negligence or wrongful acts of LSS under federal, state, or municipal law.

3. Any worker's compensation claims arising from injuries sustained prior to the Effective Date from any Library Staff not employed by LSS at the time of such injuries.

4. Any costs of any voluntary retirement incentives, employee buyouts or other similar programs adopted by the City.

5. Any Capital Items, which shall mean any capital acquisitions, improvements or replacements of any of the properties, facilities, equipment, furniture, furnishings, fixtures or leasehold improvements of the Library, except that such Capital Items proposed by LSS for its benefit (i.e. coffee bar, etc.) shall be approved by City and paid for by LSS.

6. Any amount of costs for unbudgeted repairs, maintenance and/or upkeep of Capital Items owned by the City.

7. Any increases in the cost of insurance, utilities, rent, fuel and any state or federal tariff items over the rate for such items prevailing as of the date of execution of this Agreement.

D. Library Materials and Materials Handling Fee

On behalf and for the benefit of City, LSS will negotiate favorable discounts and prices from Library suppliers for the purchase of all Library materials, which shall include books, periodicals, newspapers, microfilms, electronic database subscriptions, standing orders, audio and video materials and cases, automated reference services, binding, cataloging and processing costs and the Materials Handling Fee (as defined below) (collectively, "Library Materials"). The responsibility for Library collection development policies will remain with City, and all Library

Materials selections will be the responsibility of LSS, LSS will place orders with the suppliers and perform the accounting functions related to those orders, including prompt payment of the invoices. In accounting for the cost of the Library Materials, LSS shall include a fee of five percent (5%) of the cost of the Library Materials ordered ("Materials Handling Fee"). It is specifically provided that LSS shall comply with State law with respect to all such purchases for and on behalf of the City.

E. Operating Budget and Charges

<u>Fiscal Year</u>	<u>LSS Charges- Operating Budget</u>		<u>Library Materials**</u>
	Annual	Monthly	
<u>October 1, 2015-September 30, 2016:</u>	\$565,167*	\$47,121.42	\$97,565

* Includes a \$15,302 one-time expense for Wi-Fi and server upgrade.

** Total cost of Library Materials is included in the Operating Budget and shall include the Materials Handling Fee. The funding of the purchase of all such Library Materials shall be subject to the prior appropriation of funds for the Library Materials by the City Council of the City.

The Operating Budget is contingent on other existing contractual terms, obligations and responsibilities remaining the same except as expressly noted herein.

Prior to three (3) months before the end of the last period to which the amount of Charges have been agreed upon, the Parties shall begin to negotiate in good faith the amount of Charges that will apply to the next period. If the Parties have not reached such agreement one (1) month before the end of such period, then the Charges for the next twelve (12) month period, or such fewer number of months remaining until the Expiration Date ("Remaining Months"), shall be equal to the Charge for the last month of such period multiplied by twelve (12) or the number of Remaining Months, whichever is less, plus a Cost of Living escalator equal to the increase in the Consumer Price Index for the Dallas area during the twelve (12) months that precede August 1st of the then current calendar year.

Intending to be legally bound, the parties have amended this Schedule "A" this ___day of September 2015 and executed by their duly authorized representatives.

Library Systems & Services, LLC

City of Leander

By: _____
Ronald A. Dubberly
President & CEO

By: _____
Kent Cagle
City Manager



Executive Summary

September 3, 2015

Subject: Special Permit Approval for the Bluegrass Festival

Background: The 10th Annual Bluegrass Festival is scheduled for September 25th and 26th at the Robin Bledsoe Park Amphitheater. Three bands will play Friday evening beginning at 7 pm and four bands will play on Saturday beginning at 6 pm.

A special permit is requested to allow Bledsoe Park to remain open for an additional hour on Friday and Saturday night. Section 1.426 of the Park Rules & Regulations Ordinance states that parks are open to the public from 6:00 am to 10 pm daily and park curfew hours are established from 10:01 pm until 5:59 pm.

Financial Consideration: None

Recommendation: Staff respectfully requests Council approval of a Special Permit to allow Bledsoe Park to remain open until 11 pm on September 25th and 26th for the Bluegrass Festival.

Attachments: Special Permit Application

Prepared by: Stephen Bosak, Parks & Recreation Director

Special Event Permit Application

Applicant/Organization Name: Leander Parks & Recreation Department

Name & Contact Information of Responsible Individual:

Stephen Bosak, Director
Leander Parks & Recreation Department (PARD)
P.O. Box 319 – Leander, TX 78646
Phone: 512.528.9909

Description of Event: Leander PARD will host the 10th Annual Bluegrass Festival in Bledsoe Park Amphitheater September 25-26, 2015. Three bands are scheduled from 7 to 10:30 pm on Friday and four are scheduled from 6 to 10:30 pm on Saturday. The event is free to the public. Food and drink concessions will be sold.

A Special Permit is requested to extend park hours from 10 pm to 11 pm on Friday and Saturday night.

City Services Needed:

Utilities & Services Needed: Electricity, Restrooms & Water
Sanitation/Litter Pick Up: By PARD
Security: By Leander Police Department
Traffic Control: By PARD

Will alcohol be served or sold? No

Will the proposed activity interfere or detract from the general public use of the area? The event will be open to the public and there are no other scheduled park activities during the event.

Will the proposed activity adversely impact the City or nearby property owners? No.

Will the activity cause/create health or safety risks or damage to other property? No.

Will the event require local or state permits, or violate any federal, state or municipal laws? No

What measures will be taken to prevent/minimize adverse impacts or affects? Leander Police and PARD will provide security and traffic control.

Proof of Insurance: The City of Leander is insured through the Texas Municipal League.

Stephen Bosak
Parks & Recreation Director

September 3, 2015
Date



Executive Summary

September 03, 2015

Agenda Subject: Zoning Case #15-Z-017: Hold a public hearing and consider action on the rezoning of a parcel of land located at 6301 N. Bagdad Road; 11.0959 acres more or less; WCAD Parcel R031629. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural). The applicant is proposing to zone the property to SFU-2-B (Single-Family Urban), Leander, Williamson County, Texas.

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

Origination: Applicant: Josh Becker on behalf of Richard A. Alley.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request at the August 14, 2015 meeting. The City Council unanimously approved the request at the August 20, 2015 meeting.

Attachments:

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

Prepared By: Tom Yantis, AICP
Assistant City Manager

08/24/2015



PLANNING ANALYSIS

ZONING CASE 15-Z-017 DIAMOND D RANCH

GENERAL INFORMATION

- Owner:** Richard Alley
- Current Zoning:** Interim SFR-1-B (Single-Family Rural)
- Proposed Zoning:** SFU-2-B
- Size and Location:** The property is located at 6301 N. Bagdad Rd and includes approximately 11.0 acres.
- Staff Contact:** Martin Siwek, AICP, GISP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU-2-B	Developed Property Zoned for Single-Family (Benbrook Ranch Subdivision)
EAST	SFU-2-B	Developed Property Zoned for Single-Family (Estates of North Creek Ranch Subdivision)
SOUTH	SFU-2-B	Developed Property Zoned for Single-Family (Estates of North Creek Ranch Subdivision)
WEST	SFU-2-B	Developed Property Zoned for Single-Family (North Creek Subdivision)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:**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.

SITE COMPONENTS:**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 HC 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 1st floor, 50% all stories; 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:

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Provide for the coordinated and diverse growth and physical expansion of the City of Leander.
- Plan for future development that is compatible with existing residential neighborhoods.

ANALYSIS:

The applicant has submitted a request for a zoning change from SFR-1-B (Single-Family Rural) to SFU-2-B (Single-Family Urban) to allow for a single-family development at this location. This property is adjacent to the developed Benbrook Ranch Subdivision to the north, the developed Estates of North Creek Subdivision to the east and south, and the developed North Creek Subdivision to the west.

This property was annexed into the City on December 21, 2006 and was established as an Interim SFR-1-B zoned district.

This property is currently designated as residential neighborhood as part of the Future Land Use Plan. Residential neighborhoods are the predominate land use within the City and the ETJ. Neighborhoods are primarily composed of single-family detached housing and include other compatible uses including parks, schools, and places of worship. Neighborhoods of this area of the City are of moderate density due to the availability of sewer and water infrastructure.

The proposed SFU use component permits detached dwellings on medium sized lots that are a minimum of sixty feet wide. The intent of this use component is to offer a variety of housing opportunities and to maintain and protect the City's single-family neighborhoods. A six foot masonry wall and a ten foot landscape lot will be required for single-family lots located adjacent to N. Bagdad Rd.

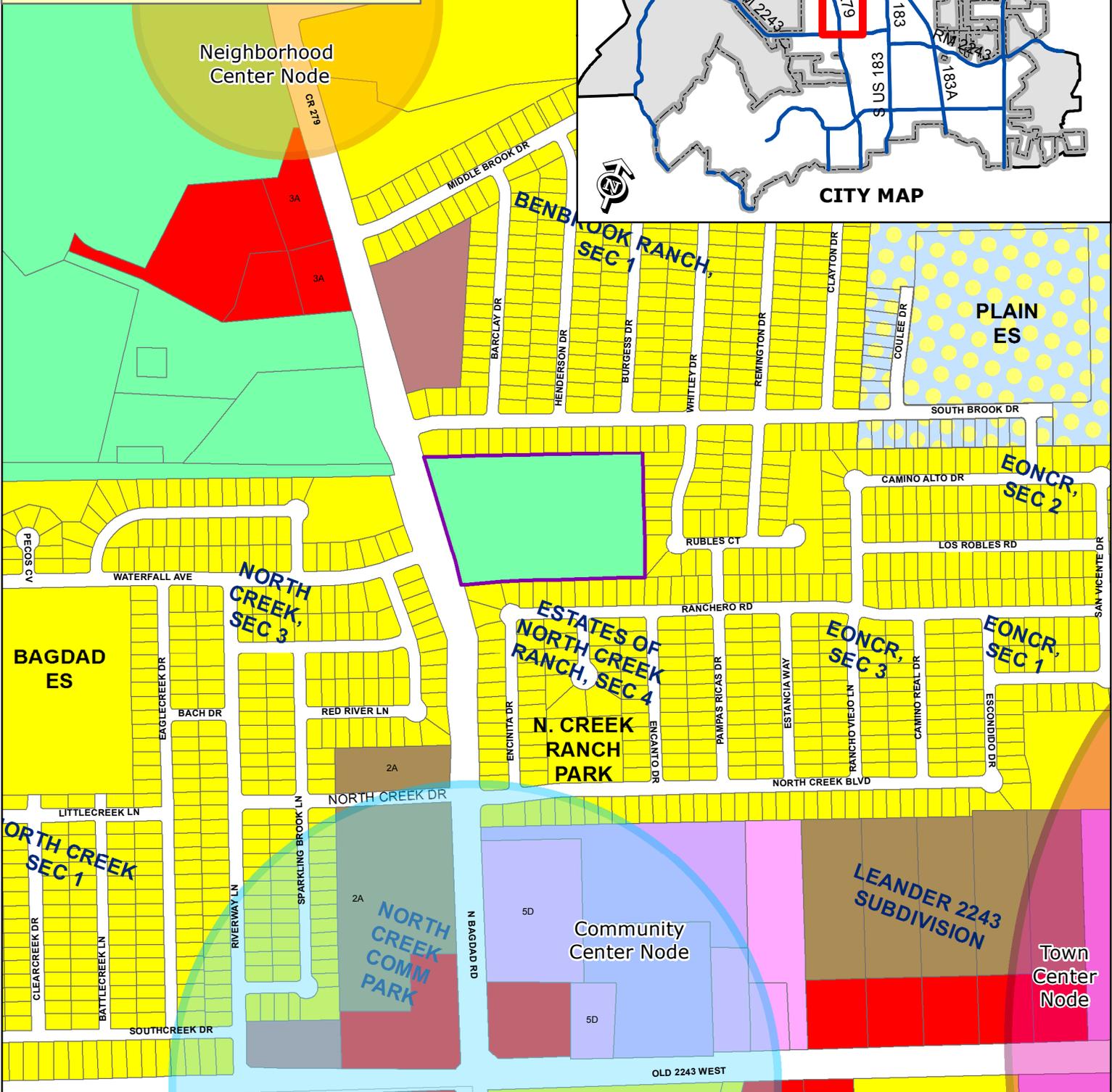
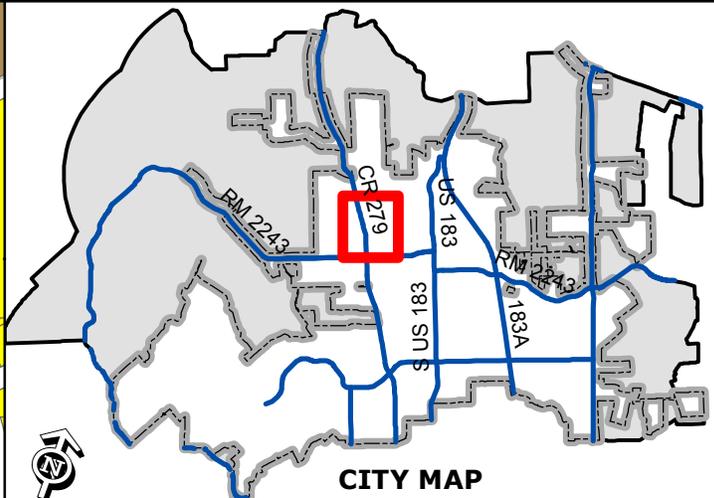
The Type 2 site component is intended to be paired with residential districts and is the standard site component paired with residential use components. Accessory buildings and structures are permitted providing that their total gross floor area square footage is not greater than ten percent of the gross floor area of the primary building, or 120 square feet; whichever is greater.

The Type B architectural component requires that all structures are 85% masonry on the first story and 50% masonry on each additional story thereafter. Building height is limited to a maximum of 35 ft and includes a minimum of four design features for buildings.

STAFF RECOMMENDATION:

Staff recommends approval of the requested SFU-2-B district. This zoning district provides for the development of compatible residential use along N. Bagdad Rd. The request meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

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



ZONING CASE 15-Z-017

Attachment #2

Current Zoning Map
Diamond D Ranch

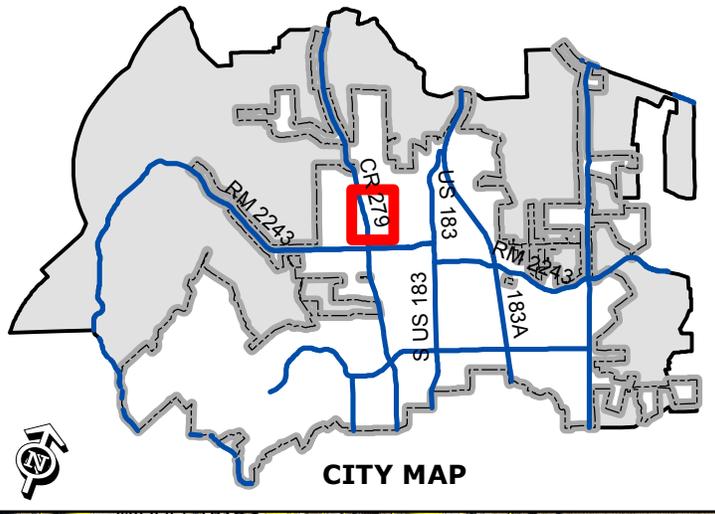


-  Subject Property
-  City Limits

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



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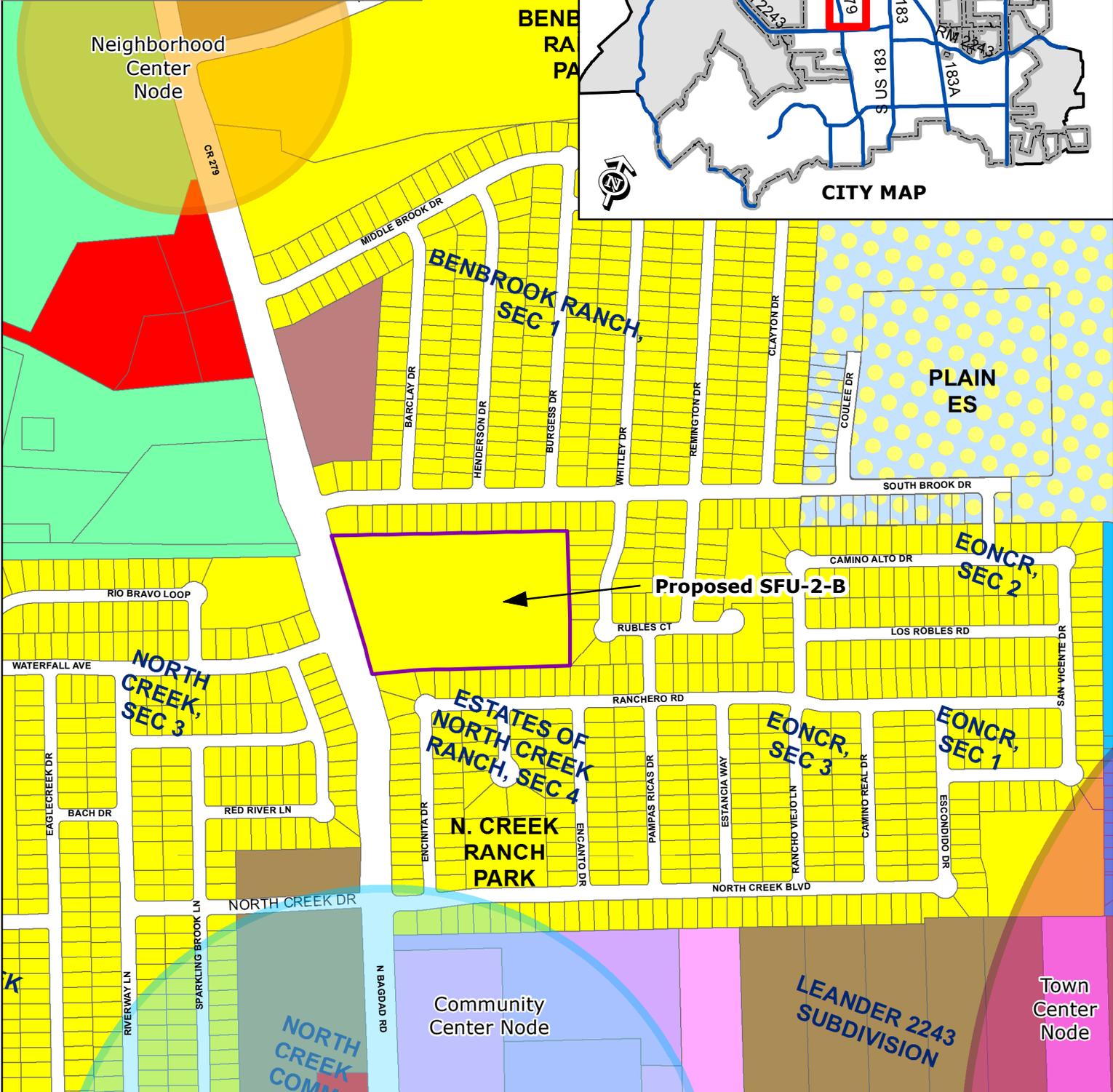
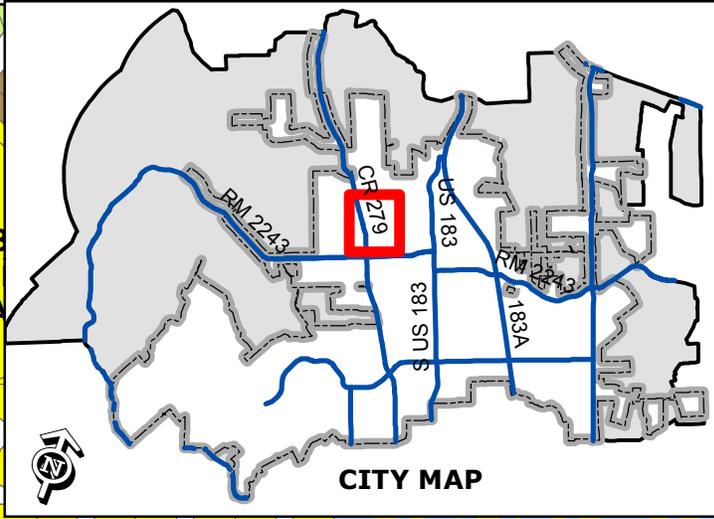
ZONING CASE 15-Z-017 Attachment #3

Aerial Exhibit - Approximate Boundaries
Diamond D Ranch



- Subject Property
- City Limits

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ZONING CASE 15-Z-017

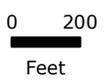
Attachment #4

Proposed Zoning
Diamond D Ranch



-  Subject Property
-  City Limits

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



ATTACHMENT 5

To whom it may concern:

Dannen Development is currently looking at improvement possibilities for 11 acres located at 6301 Bagdad Rd in Leander. The property's current zoning is Single Family Rural with and Agricultural exemption. There are a few barns and a trailer currently on the property, but the property is not being lived on.

The subject property is flat and is surrounded by single-family homes in a SFR, Single Family Urban, zone on the North, East and South. Bagdad Road borders the property on the West.

Under its current use and zoning, SFR, the property will allow for 1-acre single-family lots. Our proposal is to re-zone the property to single family urban in order to match all the neighboring properties current zoning and use.

The proposed zone would protect the quality of life and value of both the residential homes to the North, East and South. Access will be provided from Bagdad Rd, thus limiting the impact on the current homeowners.

Our goal is to work with Leander to make sure our project is an asset to the community and abide by the standards the city has set.

Thank you for your consideration on this matter,



Josh Becker

Managing Member Dannen Development

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING OF A PARCEL OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO SFU-2-B (SINGLE-FAMILY URBAN); 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 tract of land, which is herein referred to as the "Property". That certain portion of a parcel of land being 11.0959 acres, more or less, generally located 6301 N Bagdad Road, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 11.0959 acres out of the Charles Cochran Survey, Abstract No. 134; identified by tax identification number R031782; more particularly described in document number 1998057033 recorded in the Williamson County Official Public Records.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to SFU-2-B (Single-Family Urban) as shown in Exhibit "A".

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

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

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

PASSED AND APPROVED on First Reading this the 20th day of August, 2015.
FINALLY PASSED AND APPROVED on this the 3rd day of September, 2015.

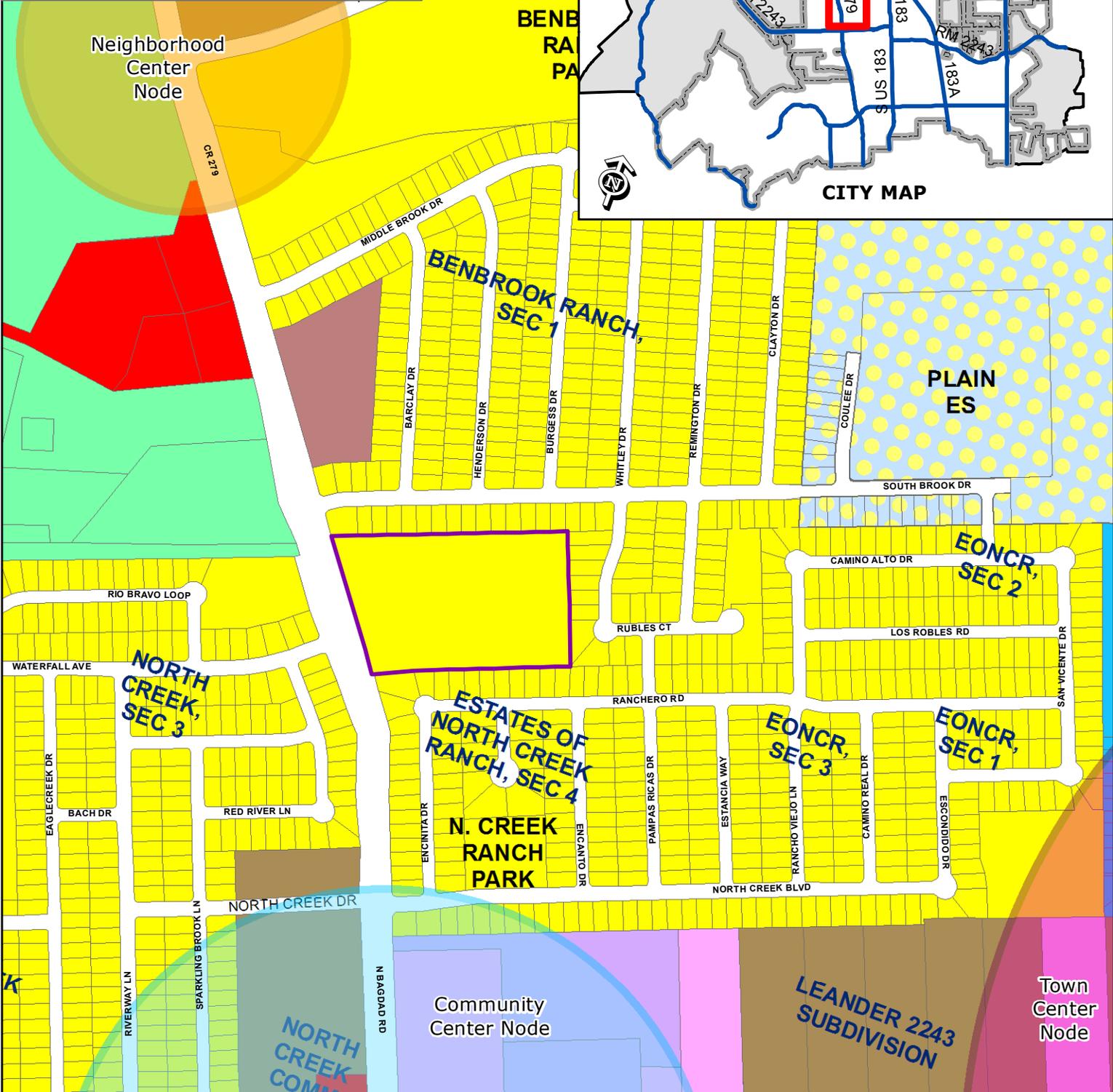
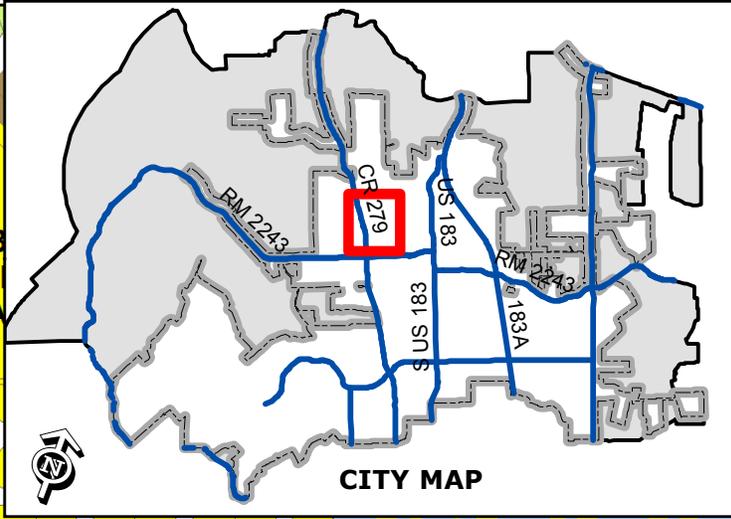
THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

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ZONING CASE 15-Z-017

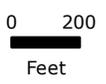
Exhibit A

Zoning Map
Diamond D Ranch



-  Subject Property
-  City Limits

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





Executive Summary
September 3, 2015

Council Agenda Subject: Consider a Variance to Article 8.04, Noise, of the Leander Code of Ordinances for Alpha Paving Industries, LLC for pavement repairs of the Crystal Falls Parkway and Bagdad Road Intersection.

Background: The City's noise ordinance limits construction-generated noises to the hours of 7:00 a.m. to 9:00 p.m. Any modification to this operating time period requires approval from City Council. Alpha Paving has requested a variance to the noise ordinance for paving repairs of the Crystal Falls Parkway and Bagdad Road Intersection between hours of 9:00 pm to 7:00 am. The work is scheduled for Monday and Tuesday, September 28th and 29th, but Alpha Paving is requesting five days beginning 9/27/2015 (Sunday) through 10/3/2015 (Saturday), in case of unforeseen circumstances. Alpha Paving will provide traffic controls to detour traffic around the work area to minimize delays. Also, Public Works crews will set-up trailer mounted message boards in advance warning drivers to avoid the intersection during construction.

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

Financial Consideration: Not Applicable

Recommendation: Staff requests approval of the variance to Article 8.04 of the Leander Code of Ordinances for the above dates and times.

Attachments: Exhibit – Aerial View of Intersection

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

Exhibit A



40

Feet

S BAGDAD RD

1241
Sq Yards

CRYSTAL FALLS PKWY

 Limits of Construction





Executive Summary

September 03, 2015

Agenda Subject: Subdivision Case 15-CP-001: Hold a public hearing and consider action on the Deerbrooke Concept Plan, for 168.06 acres more or less; WCAD Parcels R031696, R031697, R031695 and R392814, generally located to the northeast of the intersection of CR 279 and Collaborative Way, to the north of the Savanna Ranch Subdivision, 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.

Origination: Applicant: Southwest Land Development Services (David Singleton) on behalf of Deerbrooke Austin, LLC.

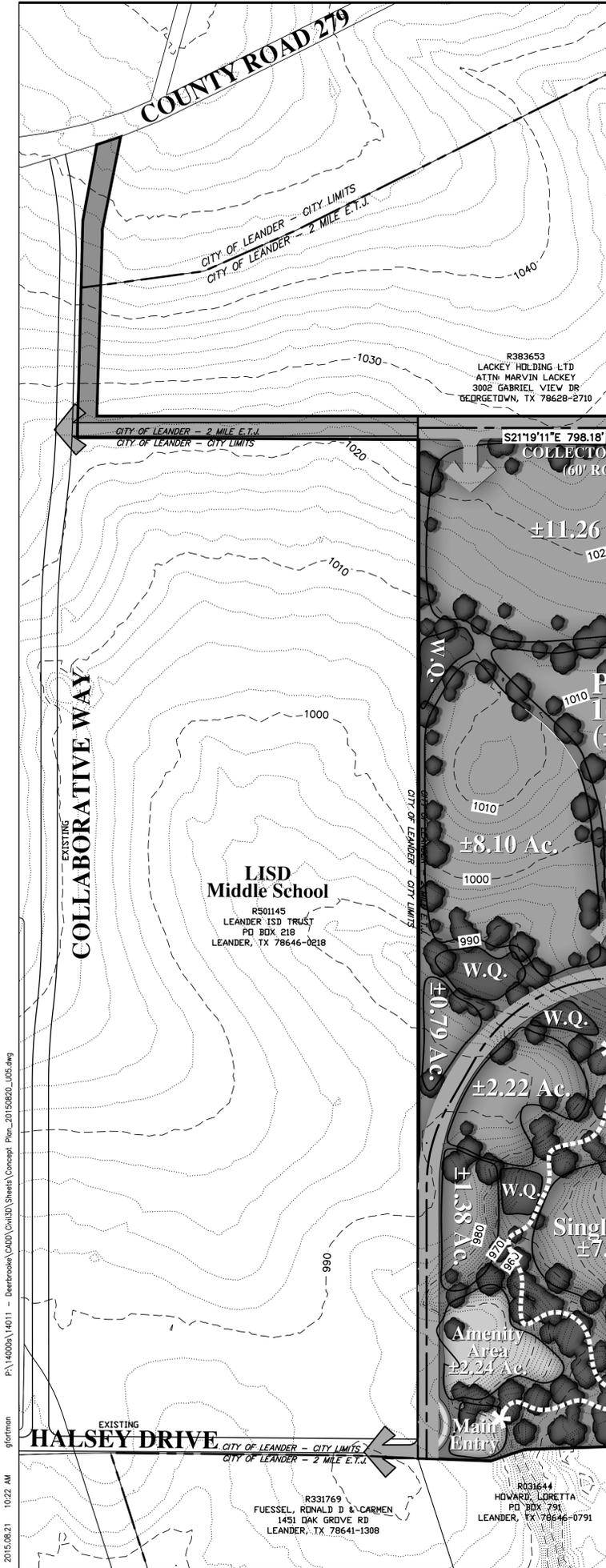
Financial Consideration: None

Recommendation: Staff recommends approval of the concept plan. This concept plan includes approximately 750 single-family lots, 56.35 acres of greenbelt/water quality, and 6.24 acres of parkland and amenity areas. This proposal meets all of the requirements of the Subdivision Ordinance. The Planning & Zoning Commission unanimously recommended approval of the request at the August 27, 2015 meeting.

Attachment: 1. Concept Plan

Prepared By: Tom Yantis, AICP
Assistant City Manager

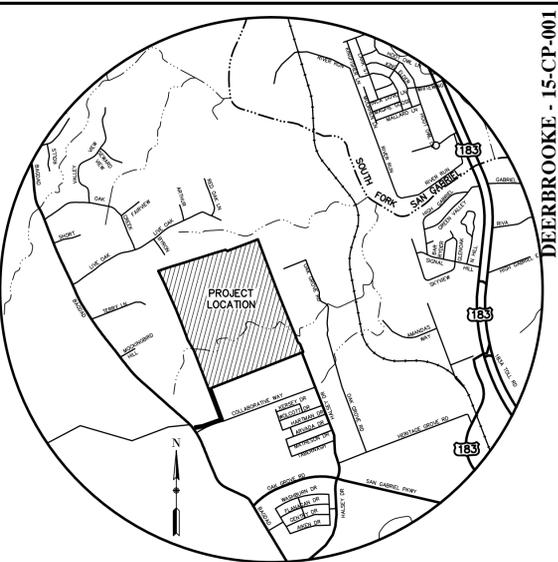
08/27/2015



Phase	Lots	Parkland Required	Parkland Proposed	Floodplain	Steep Slope	Parkland Credited	Rec. Imp. Fee Req'd	Proposed Improvements	Improvement Cost
I	160	5.6	6.079		3.85	6.079	\$ 56,000.00	Trails	
II	290	10.15	5.2		3.76	5.2	\$ 101,500.00	Amenity Area	\$ 1,500,000.00
			3.76		1.88				
III	300	10.5	6.14		3.07	6.14	\$ 105,000.00	Trails	\$ 1,500,000.00
			4		4				
TOTALS:	750	26.25	14.925		28.786	\$ 262,500.00			

CONCEPTUAL PLAN NOTES:

- THIS PLAN IS CONCEPTUAL. THE STREET LAYOUT AND STANDARDS HAVE NOT BEEN REVIEWED BY CITY STAFF. THE SUBDIVISION ORDINANCE AND TRANSPORTATION CRITERIA MANUAL REGULATIONS APPLY.
- SINGLE FAMILY LOTS REQUIRES 1 LUE PER UNIT (TOTAL LUES REQUIRED = 750).
- ESTIMATED DATES OF COMPLETION BY PHASE:
 PHASE 1 - DECEMBER 1, 2015
 PHASE 2 - JULY 1, 2016
 PHASE 3 - DECEMBER 1, 2016
- AT THE TIME OF FINAL PLAT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN LIEU OF A TIA PER RESIDENTIAL UNIT.
- THE CONNECTION TO HALSEY DRIVE WILL BE REVIEWED AT THE PRELIMINARY PLAT STAGE.
- ROADWAYS PASSING OVER A FLOODPLAIN SHALL BE OF A MINIMUM DESIGN TO NOT RECEIVE MORE THAN 3" OF INUNDATION.
- SECONDARY ACCESS IS REQUIRED WHEN EXCEEDING 30 HOMES, INCLUDING INTERNAL CIRCULATION BETWEEN PHASES.



CONCEPT PLAN FOR
DEERBROOKE
 SUBDIVISION
 LEANDER, TEXAS
 INITIAL SUBMITTAL DATE: JANUARY 19, 2015
 UPDATE #05: AUGUST 10, 2015

OWNER: DEERBROOKE DEVELOPMENT, LLC 4807 SPOCWOOD SPRINGS RD, BUILDING 2, SUITE 104 AUSTIN, TX 78759 512-750-0896	DEVELOPER: SOUTHWEST LAND DEVELOPMENT SERVICES 300 CR 269 LEANDER, TX 78641 512-259-9000	ENGINEER: CIVILE, LLC 8240 N. MOPAC EXPY. SUITE 125 AUSTIN, TX 78759 512-402-6878
LAND PLANNER: LAND STRATEGIES, INC. 1010 LAND CREEK CV. AUSTIN, TX 78746 512-328-6050	SURVEYOR: LANDSIGN SERVICES, INC. 1220 MCNEIL ROAD ROUND ROCK, TX 78681 512-238-7901	

LAND-USE SUMMARY:

SINGLE FAMILY	±168.06 AC.
PROPOSED UNIT MIX (SUBJECT TO CHANGE)	
40'x100'	142 LOTS 18.9%
50'x120'	243 LOTS 32.4%
60'x120'	210 LOTS 28.0%
70'x130'	102 LOTS 13.6%
80'x130'	53 LOTS 7.1%
TOTAL	750 LOTS 100%

MAJOR ROADWAYS ±13.13 AC.
100-YEAR FLOODPLAIN ±14.92 AC.
GREENBELT/WATER QUALITY ±56.35 AC.
AMENITY AREA ±2.24 AC.
PARK ±4.00 AC.
TOTAL ±260.00 AC.

PARKLAND CALCULATIONS:
 750 UNITS @ 3.5/100 = ±26.25 AC. REQUIRED

PARKLAND PROVIDED:
 PARKS/AMENITY ±6.24 AC.
 GREENBELT/W.Q.S. ±22.55 AC.
TOTAL ±28.79 AC. PROVIDED

PROPOSED TRAILS*

* MINIMUM 6-FT CRUSHED GRANITE (OR OTHER SUITABLE MATERIAL) TRAIL WITH EDGE CONTAINMENT. THE TRAIL SHALL BE ON AT LEAST ONE SIDE OF THE MAIN CREEK THAT TRAVERSES THE SITE FOR ITS ENTIRE LENGTH THROUGH THE SITE AND AS GENERALLY DEPICTED ON THE CONCEPT PLAN.

LAND STRATEGIES INC. 1010 LAND CREEK CV. SUITE 100 AUSTIN, TX 78746 PH: (512) 328-6050 FAX: (512) 328-6172 LS@LandStrat.COM

PAUL LINEHAN & ASSOCIATES

CIVILE, LLC
 8240 N. MOPAC EXPY SUITE 125 AUSTIN, TX 78759
 OFFICE: 512-402-6878 FAX: 512-402-6947

Civile
 TEXAS REGISTERED ENGINEERING FIRM F-15581

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DERBROOKE - 15-CP-001



Executive Summary

September 03, 2015

Agenda Subject: Zoning Case 15-Z-019: Hold a public hearing and consider action on the rezoning of a portion of a parcel of land located at 804 Bagdad Road for 4.8 acres more or less; WCAD Parcel R314038. Currently, the property is zoned GC-3-C (General Commercial). The applicant is proposing to zone the property to MF-2-A (Multi-Family), Leander, Williamson County, Texas.

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

Origination: Applicant: Josh Becker on behalf of E & L Properties, LTD.

Financial Consideration: None

Recommendation: The applicant has postponed this request.

Attachments: 1. Postponement Letter

Prepared By: Tom Yantis, AICP
Assistant City Manager

08/21/2015

Robin Griffin

From: Josh Becker [joshdbecker@gmail.com]
Sent: Thursday, August 20, 2015 10:12 PM
To: Martin Siwek; Robin Griffin; Ellen Pizalate
Subject: Postponing Re-Zone Request

To whom it may concern:

After speaking with Martin about staffs recommendations for the property located at 2804 Bagdad Rd in Leander, we would like to request the postponement of Zoning Case 15-Z-019 until we have the opportunity to explore what option will yield the most suitable result for the city and the landowner.

If you have any questions, please don't hesitate to give me a call.

Sincerely,
Josh Becker
512-909-4744

Public Hearing

11. Subdivision Case 15-CP-001: Hold a public hearing and consider action on the Deerbrooke Concept Plan, for 168.06 acres more or less; WCAD Parcels R031696, R031697, R031695 and R392814, generally located to the northeast of the intersection of CR 279 and Collaborative Way, to the north of the Savanna Ranch Subdivision, Leander, Williamson County Texas. Applicant: Southwest Land Development Services (David Singleton) on behalf of Deerbrooke Austin, LLC.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends approval.

b) Applicant Presentation

David Singleton explained the purpose of the concept plan.

c) Open Public Hearing

**Chairman Sokol opened the public hearing.
No one wished to speak.**

d) Close Public Hearing

Chairman Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve with staff recommendation, Commissioner Wixson seconded the motion. Motion passed unanimously.

12. **Zoning Case 15-Z-019**: Hold a public hearing and consider action on the rezoning of a portion of a parcel of land located at 2804 Bagdad Road for 4 acres more or less; WCAD Parcel R314038. Currently, the property is zoned GC-3-C (General Commercial). The applicant is proposing to zone the property to MF-2-A (Multi-Family), Leander, Williamson County, Texas. Applicant: Josh Becker on behalf of E & L Properties, LTD.

a) Staff Presentation

b) Applicant Presentation

c) Open Public Hearing

d) Close Public Hearing

e) Discussion

f) Consider Action

Applicant requested Item # 12 be postponed



Executive Summary

September 03, 2015

Agenda Subject: Zoning Case 15-Z-020: Hold a public hearing and consider action on the rezoning of a parcel of land generally located to the southeast of the intersection of San Gabriel Parkway and Bagdad Road/CR 279; 1.508 acres more or less; WCAD Parcel R476367. Currently, the property is zoned LC-2-B (Local Commercial). The applicant is proposing to zone the property to LC-3-B, Leander, Williamson County, Texas.

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

Origination: Applicant: Danny Martin on behalf of JSL Commercial Investments, LLC.

Financial Consideration: None

Recommendation: See Planning Analysis. See Planning Analysis. The Planning & Zoning Commission recommended denial of the request at the August 27, 2015 meeting with a four to two vote (Commissioners Wixon and Anderson opposing).

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 August 27, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager

08/27/2015



PLANNING ANALYSIS

ZONING CASE 15-Z-020 BENBROOK RANCH COMMERCIAL

GENERAL INFORMATION

Owner: JSL Commercial Investments, LLC.

Current Zoning: LC-2-B (Local Commercial)

Proposed Zoning: LC-3-B (Local Commercial)

Size and Location: The property is located on the southeast of the intersection of San Gabriel Parkway and Bagdad Road/CR 279 and is approximately 1.508 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	LC-2-B	Undeveloped land zoned for local commercial uses
EAST	LC-2-B SFU-2-B	Undeveloped land zoned for local office Established Single-Family Homes (Benbrook Ranch)
SOUTH	LC-2-B	Undeveloped land zoned for local commercial uses
WEST	GC-3-B	Undeveloped land zoned for general commercial uses

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

LC – LOCAL COMMERCIAL:

Features: Any use in LO plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

SITE COMPONENT:

TYPE 3:

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

Intent:

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

ARCHITECTURAL COMPONENT:

TYPE B:

Features: 85% masonry 1st floor, 50% all stories; 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:

- 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.
- Establish high standards for development.
- The Community Center land use node is intended to be located at the intersections of arterial streets or arterials and major collectors. These nodes are approximately one half mile in diameter and incorporate approximately 125 acres. These areas are intended for commercial, retail and office uses that primarily serve residents within the community. These areas are also intended for medium density multi-family and high density single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

ANALYSIS:

The applicant is requesting the LC-3-B (Local Commercial) district in order to allow for a convenience store with fuel sales. The properties located to the north, west, and south are zoned for general commercial and local commercial uses. The property to the east is currently developed as part of the Benbrook Ranch subdivision.

The LC use component permits all uses allowed in the LO (Local Office) use component as well as retail sales and services, restaurants, banks, and convenience stores. The hours of operation: are limited to 5:00 a.m. to 10:00 p.m. Sunday through Thursday and 5:00 a.m. to 11:00 p.m. Friday and Saturday. The intent of the use component is to allow for uses that are limited in scale and offer services to neighboring residential neighborhoods. Access should be provided by a collector or higher classification street. In this case, access is provided by San Gabriel Pkwy and Bagdad Road.

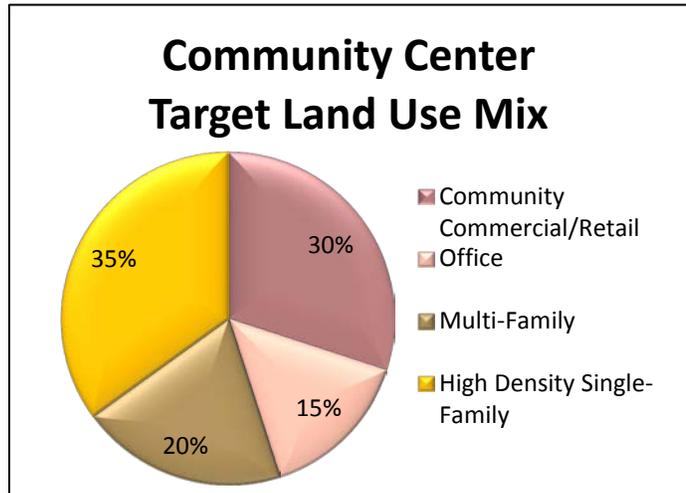
The current Type 2 site component does not permit outdoor storage or display, outdoor entertainment, or outdoor fueling. The change to a Type 3 site component will permit outdoor fuel sales. The table below demonstrates the differences between the two site components.

Site Standards	Type 2	Type 3
Outdoor Display and Storage	Not Permitted	30% of gross floor area of primary structure
Use of Overhead Commercial Service Doors	Not Permitted	Permitted
Outdoor Fueling	Not Permitted	Permitted
Outdoor Container Storage	Not Permitted	20% of gross floor area of primary structure

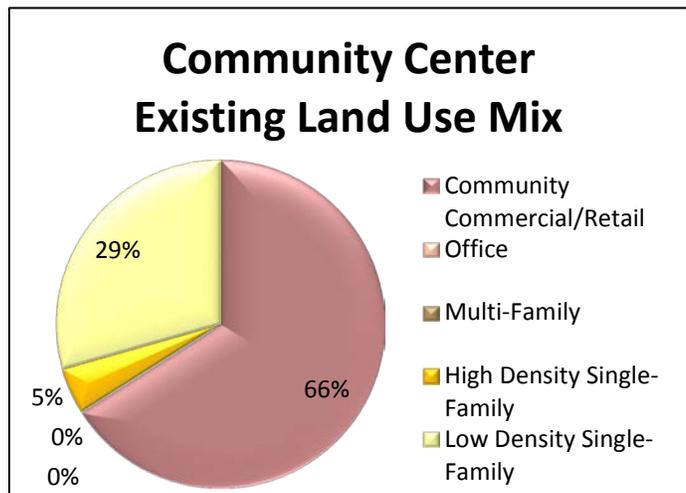
The Type B architectural component requires at least eight-five (85%) of the exterior surface area of the first story walls are masonry and fifty (50%) of all other stories are masonry. This architectural component also requires a minimum of four design features. The Type A architectural component requires at least eight-five (85%) of the exterior surface area walls are masonry and that there are a minimum of five design features. This component is intended to provide high building standards and ensure compatibility between non-residential and residential uses.

This property is located within a Community Center Node as identified by the Future Land Use Map. This land use node is intended to be located at the intersections of arterial streets or arterials and major collectors. These nodes are approximately one half mile in diameter and incorporate approximately 125 acres. These areas are intended for commercial, retail and office uses that primarily serve residents within the community. These areas are also intended for medium density multi-family and high density single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

All nodes designated by the Future Land Use Plan seek to have the most intense development closest to the center of the node, and to have reduction in intensity of development as it moves out from the center of those nodes. The graph to the right shows the target mix of land uses within the Community Center Node.



The existing land use mix does not meet the target mix shown in the Comprehensive Plan. Currently, the predominant land use is community commercial/retail. The proposed zoning change does not change the existing land use mix since only the site component is proposed to change. The current land use mix is shown in the graph to the right.

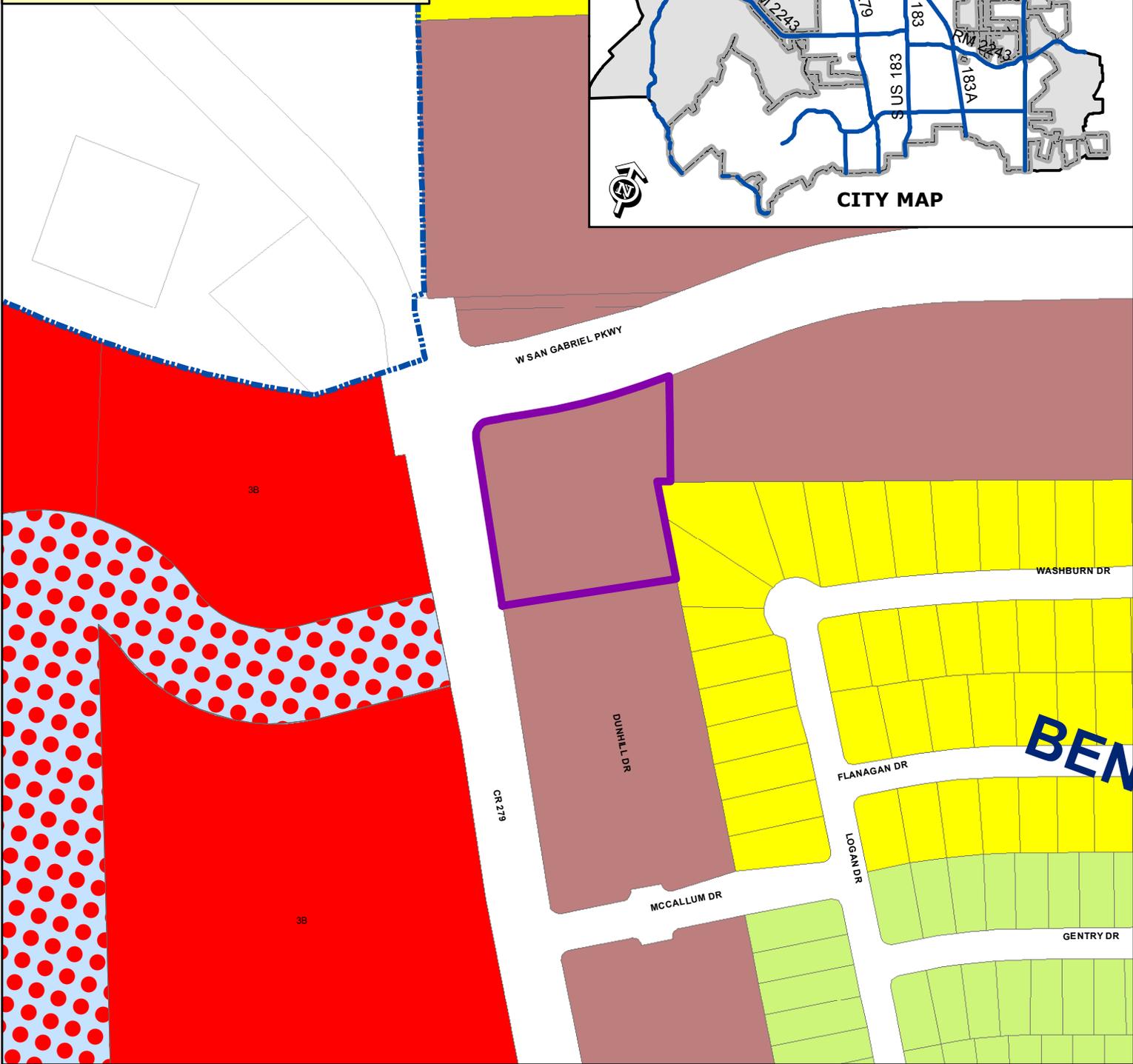
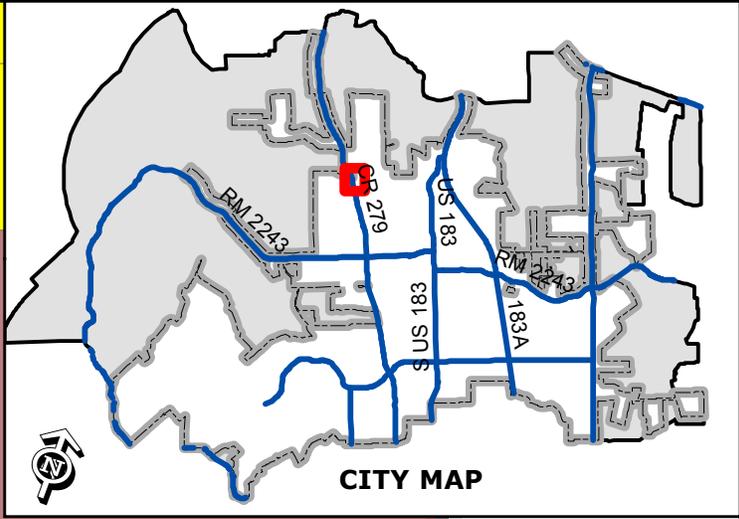


STAFF RECOMMENDATION:

Staff recommends denial of the requested LC-3-B district and approval of the LC-3-A district. The intent of the Type A architectural component is to provide for high quality developments and to be used for projects that are adjacent to established single-family neighborhoods or more restrictive areas. The Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition. In this situation, the properties across Bagdad are less restricted districts.

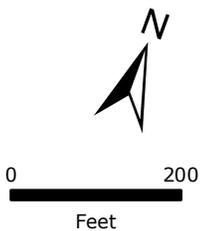
The requested zoning district meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

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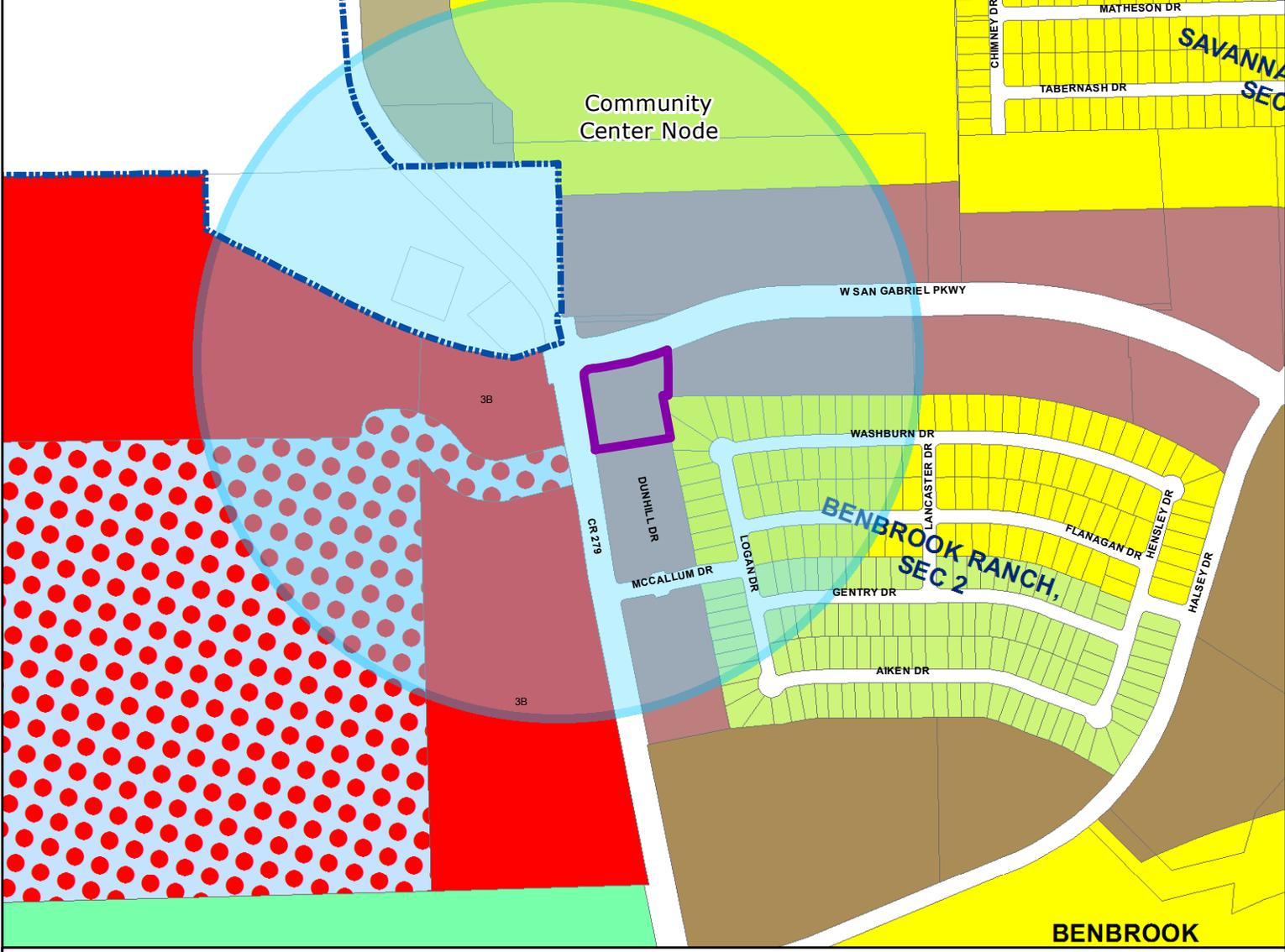
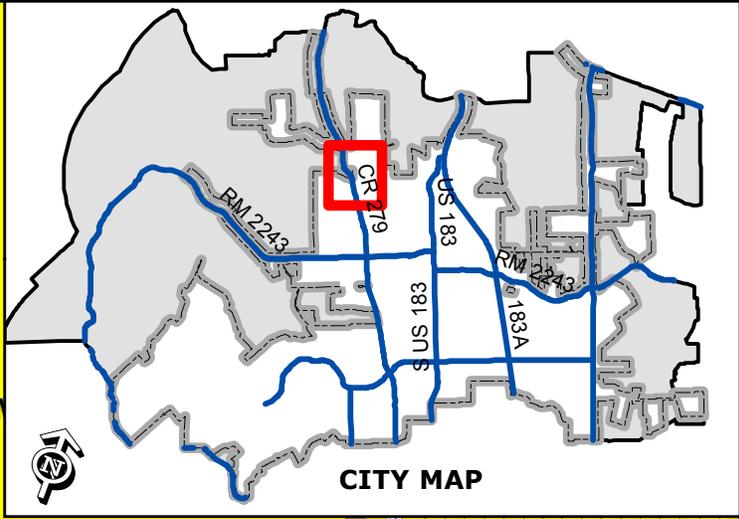


ZONING CASE 15-Z-020 Attachment #2 Current Zoning Map - Benbrook Ranch Comm

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



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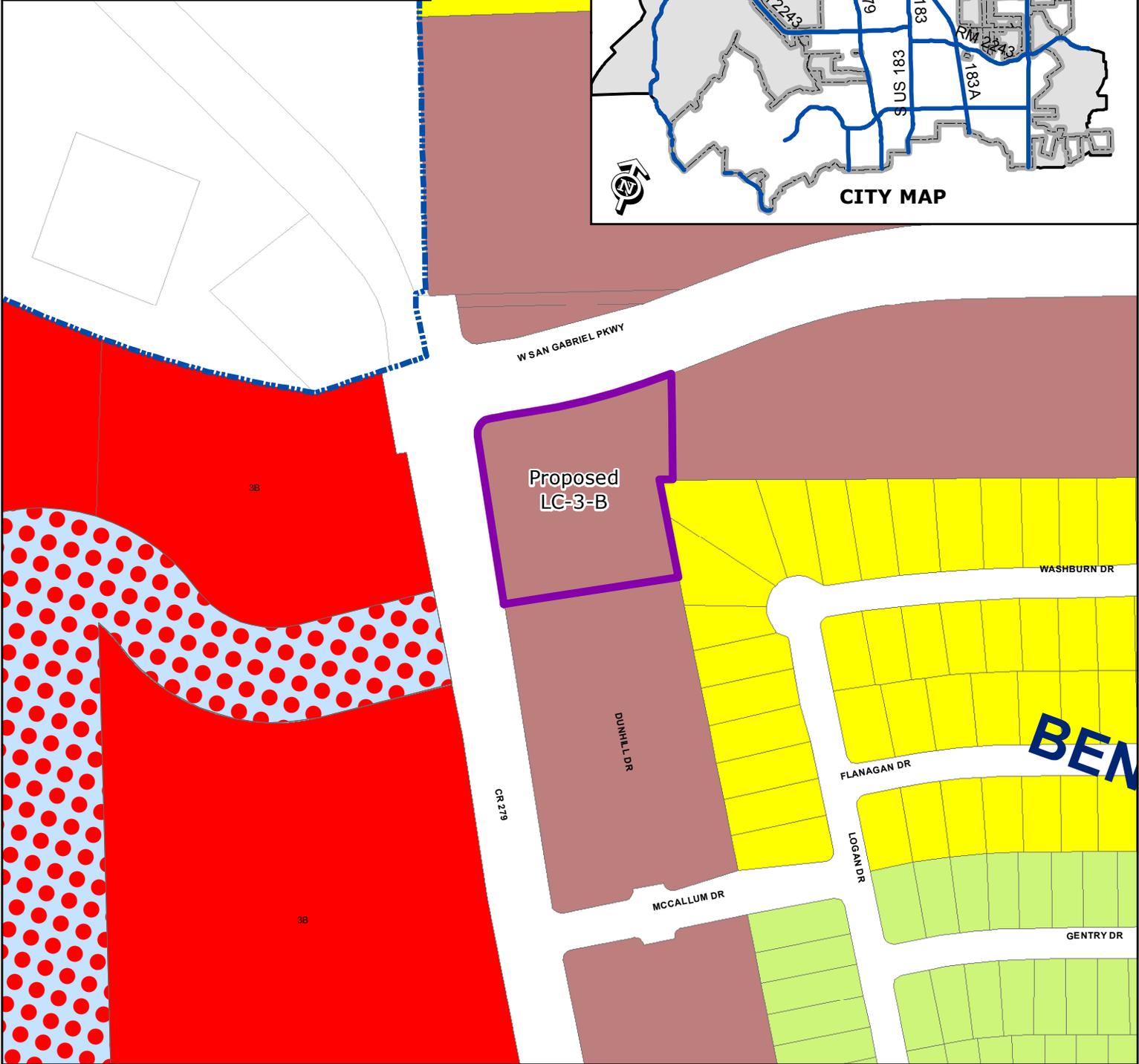
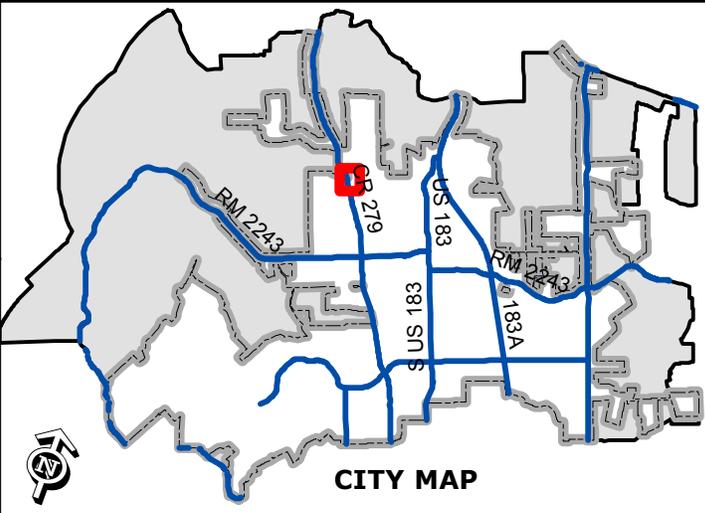


ZONING CASE 15-Z-020 Attachment #3 Location Map - Benbrook Ranch Comm

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

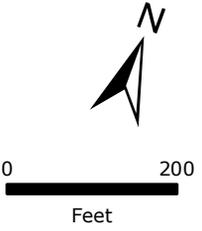
0 200 Feet

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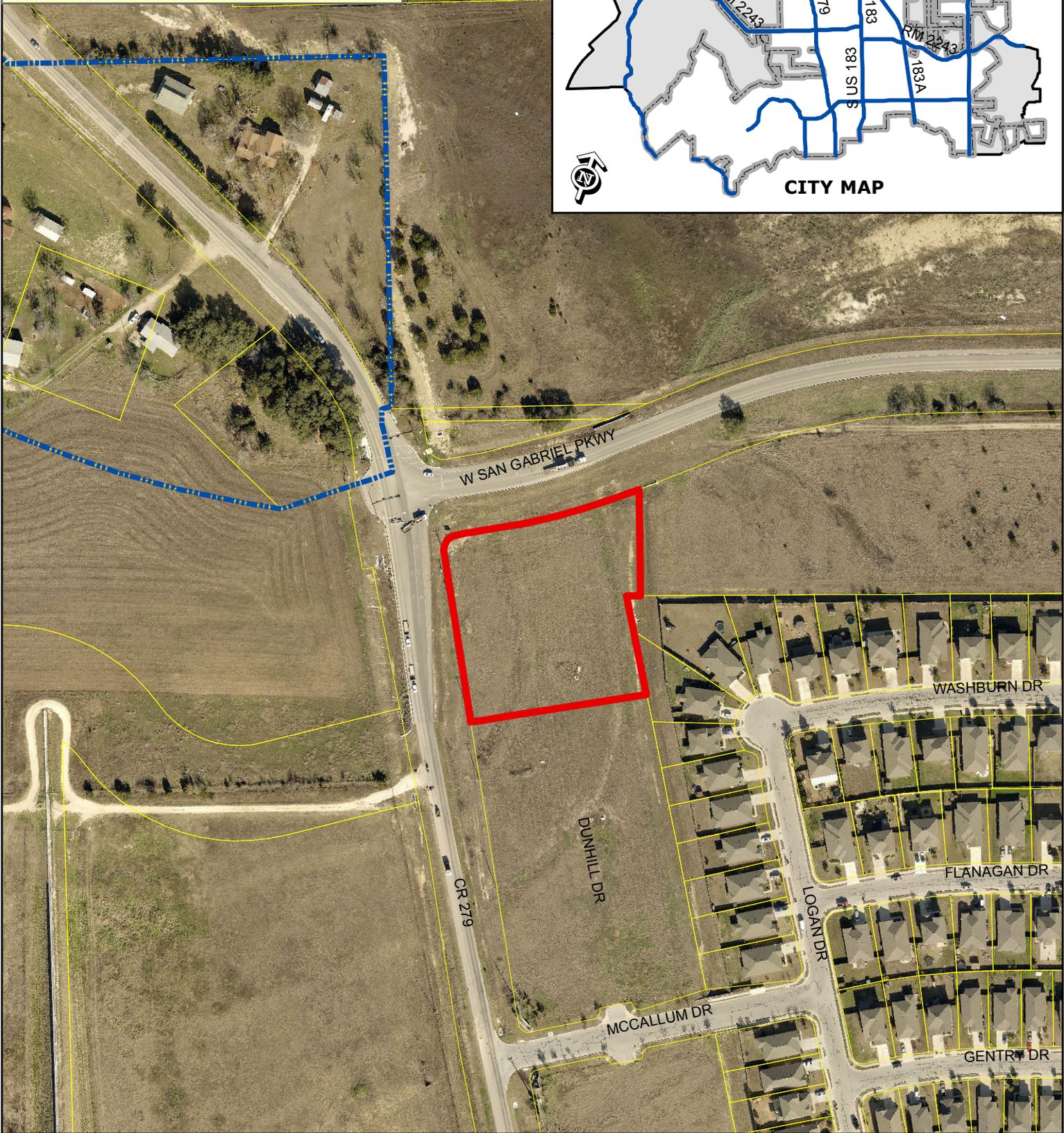
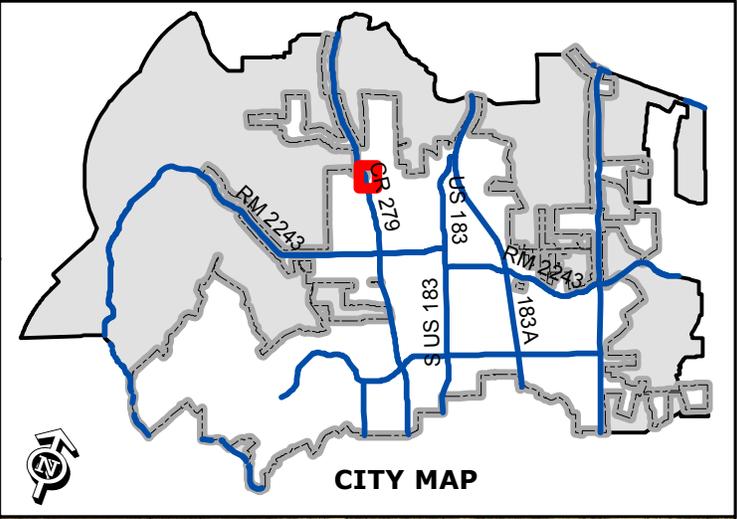


ZONING CASE 15-Z-020 Attachment #4 Proposed Zoning Map - Benbrook Ranch Comm

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



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ZONING CASE 15-Z-020 Attachment #5

Aerial Exhibit - Approximate Boundaries
Benbrook Ranch Commercial



-  Subject Property
-  City Limits



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

July 21, 2015

Ms. Robin Griffin, AICP
Senior Planner
City of Leander
104 North Brushy Street
Leander, Texas 78646

Re: Re-Zoning for 1.508 Acre Tract Out of Benbrook Ranch
Section Two. Located at the Southeast Corner of Bagdad Road
And San Gabriel Parkway, Leander, Texas
Malone/Wheeler, Inc. Project No. 13-027

Dear Ms. Griffin,

Malone/Wheeler, Inc. as agent for JSL Commercial Investments, LLC respectfully submits this Re-Zoning Application for the Subject Tract.

The tract is 1.508 acres out of a 19.734 acre tract owned by JSL Commercial Investments, LLC. The 19.734 acre tract is zoned, LC-2-B (local commercial) and has had that zoning since January 17, 2002 and July 5, 2007. This Re-Zoning Application is requesting that the zoning of this 1.508 acre tract be changed to LC-3-B (Local Commercial) for a convenience store with fuel sales. The tract is not within 300 feet of a church, public or private school or public hospital.

The future final plat and future site development permit application will meet the City of Leander Code of Ordinances including the Site Development and Composite Zoning Ordinances.

Access will need to be approved by the City of Leander off of Bagdad Road and San Gabriel Parkway.

The City of Leander will provide water and wastewater service. An existing 16" water line along the East right-of-way of Bagdad Road will provide domestic service and fire flow. An existing 8" gravity wastewater main to the East of the site will provide gravity wastewater service.

The tract's development will provide onsite detention and onsite water quality meeting the TCEQ Edwards Program Contributing Zone requirements.

The previous use of the tract was for agricultural uses including row crops and grazing pasture. The tract slopes from the intersection of Bagdad Road and San Gabriel Parkway to the East from elevation 1028 to 1022; a slope of 2%. There are no trees located on the tract and current vegetation is common Johnson Grass. The East line of the tract is along the center line of a trapezoidal drainage channel that was constructed with the San Gabriel Parkway improvements which continues South and ties into a trapezoidal channel constructed with the Benbrook Ranch Section Two Phase One

7500 Rialto Blvd., Bldg 1, Ste 240, Austin, TX 78735 T: 512.899.0601
Firm Registration No. F-786 www.malonewheeler.com

improvements. Both channels are contained in dedicated drainage easements. There are no natural waterways located on the tract. There are no existing structures located on the tract.

The tract size and shape will allow the convenience store and fueling island to be located away from the adjoining residential use. Access to the tract from Bagdad Road and the San Gabriel Parkway can be designed into the current improvements for Bagdad Road and the future improvements to San Gabriel Parkway.

Please let us know if you need any additional information regarding this request.

Sincerely,


Danny R. Martin, P.E., R.P.L.S.
Senior Project Manager
Malone/Wheeler, Inc.



Att

cc: John Lloyd, JSL Commercial Investments, LLC

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING OF A PARCEL OF LAND FROM LC-2-B (LOCAL COMMERCIAL) TO LC-3-B (LOCAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following tract of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 1.508 acres, more or less, generally located to the southeast of the intersection of San Gabriel Parkway and Bagdad Road/CR 279, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 1.508 acres out of the Charles Cochran Survey, Abstract No. 134; identified by tax identification number R476367; more particularly described in document number 2014000042 recorded in the Williamson County Official Public Records.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from LC-2-B (Local Commercial) to LC-2-B (Local Commercial) as shown in Exhibits "A" and "B".

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 3rd day of September, 2015.
FINALLY PASSED AND APPROVED on this the 17th day of September, 2015.

THE CITY OF LEANDER, TEXAS

ATTEST:

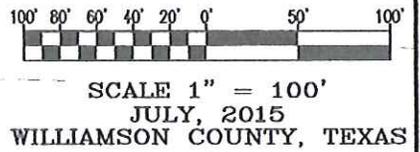
Christopher Fielder, Mayor

Debbie Haile, City Secretary

SKETCH

LEGEND

- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING



**CHARLES COCHRAN SURVEY
ABSTRACT NO. 134**

DRAINAGE EASEMENT &
TEMPORARY CONSTRUCTION
EASEMENT
DOC. NO. 2011046338
O.P.R.W.C.T.

JSL COMMERCIAL
INVESTMENTS, LLC.
(TRACT 1)
(19.734 ACRES)
DOC. NO. 2014000042
O.P.R.W.C.T.

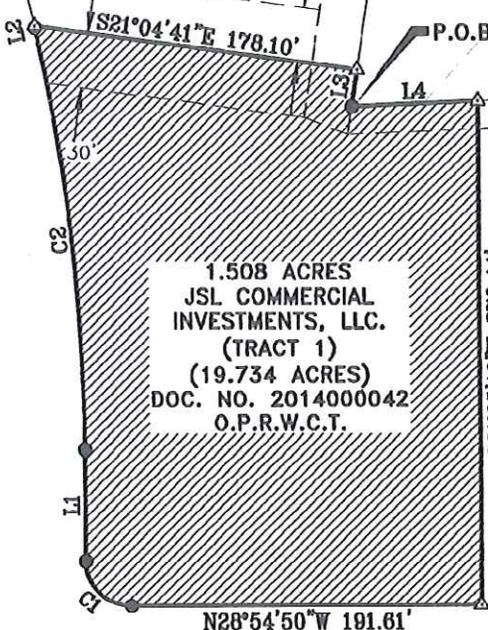
DRAINAGE EASEMENT
DOC. NO. 2006037918
O.P.R.W.C.T.

BENBROOK RANCH SECTION TWO
PHASE ONE
CABINET "CC", SLIDES 3-9
P.R.W.C.T.
DOC. NO. 2006049069
O.P.R.W.C.T.

DRAINAGE EASEMENT &
TEMPORARY CONSTRUCTION
EASEMENT
DOC. NO. 2011046338
O.P.R.W.C.T.

JSL COMMERCIAL INVESTMENTS, LLC.
(TRACT 1)
(19.734 ACRES)
DOC. NO. 2014000042
O.P.R.W.C.T.

SAN GABRIEL PARKWAY
(120' R.O.W.)



JSL COMMERCIAL INVESTMENTS, LLC.
(TRACT 6)
(20.533 ACRES)
DOC. NO. 2014000042
O.P.R.W.C.T.

BAGDAD ROAD
(COUNTY RD. 279)
(R.O.W. VARIES)



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	39.27	25.00	90°00'00"	S16°04'58"W	35.36
C2	232.68	1060.00	12°34'37"	N54°47'39"E	232.21

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N61°04'58"E	60.86
L2	N48°30'20"E	1.16
L3	S69°39'28"W	20.31
L4	S31°24'14"E	68.97

SHEET 3 OF 3

LOCATIONS

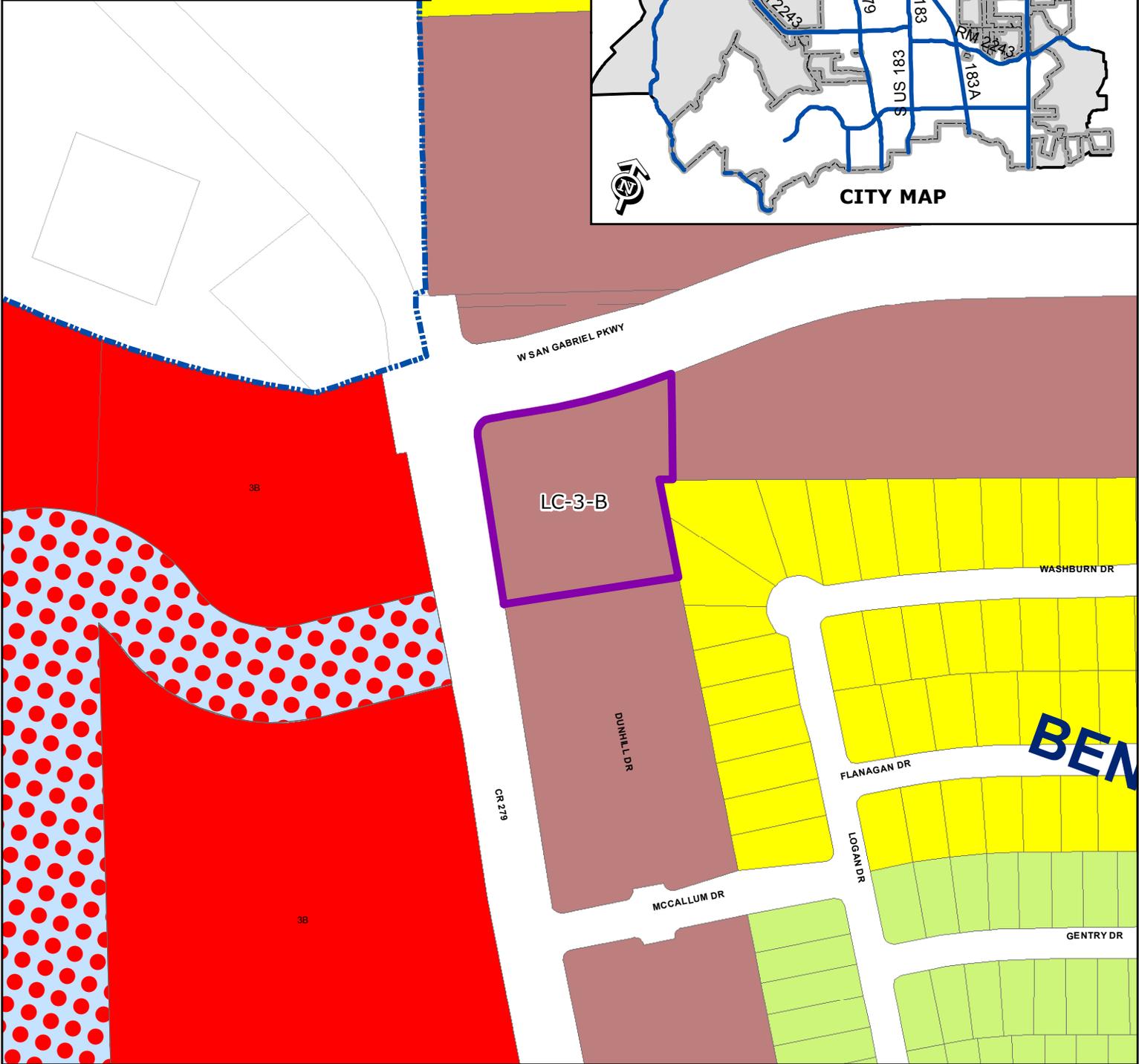
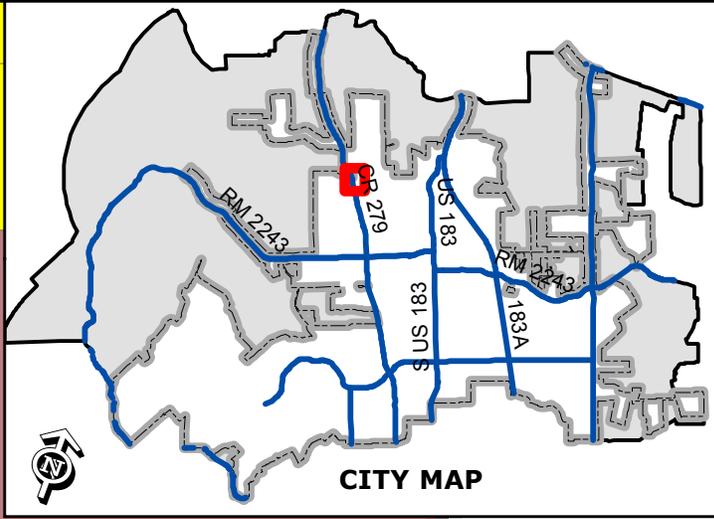


ZWA
Zamora, LLC.
Professional Land Surveyors
Texas Firm No. 10082700
1435 South Loop 4 • Dallas, Texas 75207
Tel (912) 295-6201 • Fax (912) 295-6001

PROJECT: 1.508 ACRE TRACT
JSL COMMERCIAL INVESTMENTS
JOB NUMBER: 13-1017-10
DATE: JULY, 2015
SCALE: 1" = 100'
SURVEYOR: ZAMORA
TECHNICIAN: SEGURA
DRAWING: 13-1017-10 2D ccr:JRG
FIELDNOTES:
PARTYCHIEF:
FIELDBOOKS:

1.508 ACRE TRACT OF LAND
SITUATED IN THE
CHARLES COCHRAN SURVEY NO. 134
WILLIAMSON COUNTY, TEXAS.

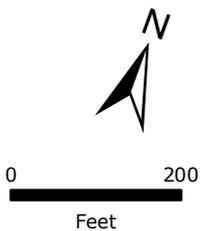
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ZONING CASE 15-Z-020 Exhibit B

Benbrook Ranch Commercial

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



13. **Zoning Case 15-Z-020**: Hold a public hearing and consider action on the rezoning of a parcel of land generally located to the southeast of the intersection of San Gabriel Parkway and Bagdad Road/CR 279; 1.508 acres more or less; WCAD Parcel R476367. Currently, the property is zoned LC-2-B (Local Commercial). The applicant is proposing to zone the property to LC-3-B, Leander, Williamson County, Texas. Applicant: Danny Martin on behalf of JSL Commercial Investments, LLC.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends denial of the zoning district LC-3-B and recommends a zoning district of LC-3-A.

b) Applicant Presentation

Danny Martin, applicant explained the purpose for the zoning request and agrees to staff recommendation of the zoning district LC-3-A.

c) Open Public Hearing

**Chairman Sokol opened the public hearing
Sherry LeBlanc spoke against.**

d) Close Public Hearing

Chairman Sokol closed the public hearing.

e) Discussion

Discussion took place

f) Consider Action

**Commissioner Schwendenmann moved to deny the zoning request.
Commissioner Hines seconded the motion. Motion passed 4 to 2 with
Commissioner Wixson and Commissioner Anderson opposing.**

14. **Zoning Case 15-Z-021**: Hold a public hearing and consider action on the rezoning of a parcel of land located at 508 Municipal Drive; 1.235 acres more or less; WCAD Parcel R036441. Currently, the property is zoned TF (Two-Family). The applicant is proposing to zone the property to LO-2-B (Local Office), Leander, Williamson County, Texas. Applicant: Del Ray and Linda Sudderth.

a) Staff Presentation

Martin Siwek, Planner, stated that staff reviewed the request and recommends denial of the LO-2-B and recommends approval of LO-2-A.

b) Applicant Presentation

Del Ray Sudderth, applicant was present for questions and agrees to staff recommendation of LO-2-A.

c) Open Public Hearing

Chairman Sokol opened the public hearing.



Executive Summary

September 03, 2015

Agenda Subject: Zoning Case 15-Z-021: Hold a public hearing and consider action on the rezoning of a parcel of land located at 508 Municipal Drive; 1.235 acres more or less; WCAD Parcel R036441. Currently, the property is zoned TF-2-B (Two-Family). The applicant is proposing to zone the property to LO-2-B (Local Office), Leander, Williamson County, Texas.

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

Origination: Applicant: Del Ray and Linda Sudderth.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission recommended approval of the request at the August 27, 2015 meeting with a five to one vote (Commissioner Schwendenmann opposing).

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 August 27, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager

08/27/2015



PLANNING ANALYSIS

ZONING CASE 15-Z-021
508 MUNICIPAL DR

GENERAL INFORMATION

Owner: Del Ray and Linda Sudderth.

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

Proposed Zoning: LO-2-B (Local Office)

Size and Location: The property is generally located $\frac{1}{4}$ mile from the southwest corner of the intersection of Municipal Dr and S. West Dr and is 1.235 acres more or less in size.

Staff Contact: Martin Siwek, AICP, GISP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU-2-B	Developed Camacho Elementary School
EAST	TF-2-B	Developed single family home
SOUTH	TF-2-B	Developed single family home
WEST	TF-2-B	Vacant property

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENT:**LO – LOCAL OFFICE:**

Features: Office, assisted living, day care. Hours of operation: 7:00 a.m. to 10:00 Sun.-Thurs., 7:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods. Access should be provided by a collector or higher classification street. This component is intended to help provide for land use transitions from local or general commercial or from arterial streets to residential development.

SITE COMPONENT:**TYPE 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 HC 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 COMPONENT:**TYPE B:**

Features: 85% masonry 1st floor, 50% all stories; 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:

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Separate, and/or create transitions, or buffer areas between existing, conflicting or incompatible land uses.
- Strive for a fiscal balance of land uses that will create a positive impact upon the City of Leander's budget and overall tax base.

ANALYSIS:

The applicant is requesting to zone the property from TF-2-B (Two Family) district to LO-2-B (Local Office) district. The property is located approximately ¼ mile from the southwest corner of the intersection of Municipal Dr and S. West Dr. Immediately north of this property is the newly constructed Camacho Elementary school. Constructed single family homes are to the east and south of the property. The property to the west is zoned MF-2-B (Multi-Family) and is presently vacant.

The applicant's property is within proximity to a Town Center Node. The Town Center land use node is intended to be located at the intersections of major arterials within the community. These nodes are approximately one mile in diameter and incorporate approximately 500 acres. These areas are intended for large scale commercial, retail and office uses that require locations with direct access to major arterials and that serve both the community and a larger trade area outside the city limits. These areas are also intended for high density multi-family and single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods. The most intense development activities are to be located in the center of these nodes, and transition to reduced intensity of land use as moving towards the periphery of these nodes.

The intent statements of the Local Office Use Component from the Composite Zoning Ordinance speaks to permitting the development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods. Access should be provided by a collector or higher classification street. This component is intended to help provide for land use transitions from local or general commercial or from arterial streets to residential development. The hours of operation to the general public shall be between 7:00 a.m. to 10:00 p.m. Sunday through Thursday, and between 7:00 a.m. and 11:00 p.m. Friday and Saturday.

The current Type 2 site component does not permit outdoor storage, display, or outdoor entertainment.

Site Standards	Type 2
Outdoor Display and Storage	Not Permitted
Entertainment Venues & Outdoor Facilities	Not Permitted
Use of Overhead Commercial Service Doors	Not Permitted
Outdoor Fueling	Not Permitted
Outdoor Animal Boarding	Not Permitted
Outdoor Container Storage	Not Permitted

The Type 2 Site Component would also limit buildings to 60,000 square feet of floor area and individual users to 40,000 square feet.

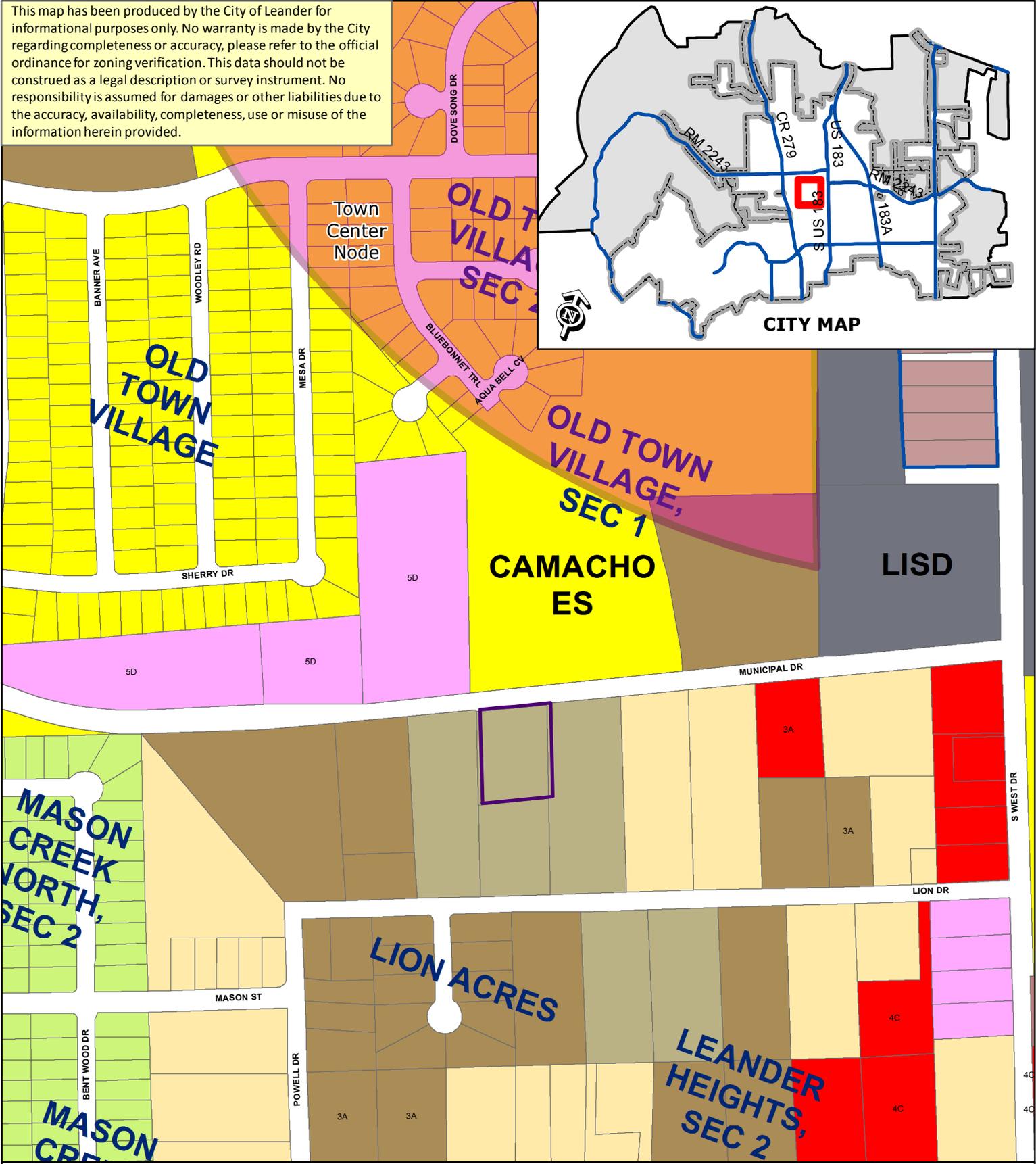
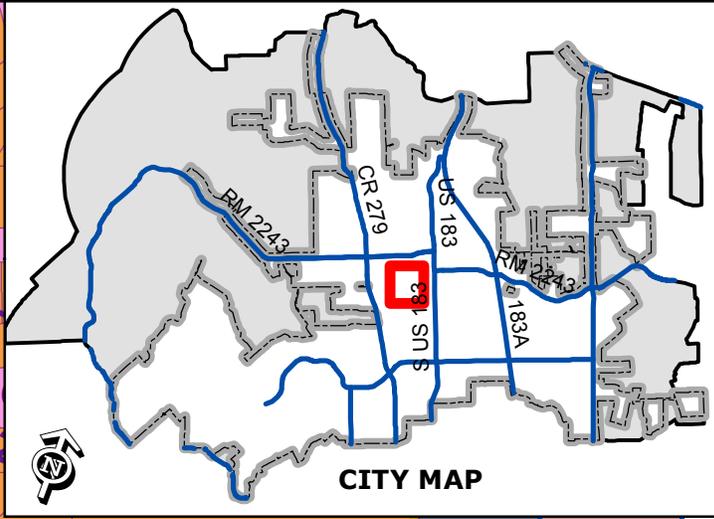
The Type B architectural component requires at least 85% of the exterior surface area walls to be comprised of masonry for the first floor and 50% masonry is required on each additional story thereafter. The architectural component would require four design features for street facing façades. This component is intended to provide high building standards and ensure compatibility between non-residential and residential uses.

The Type A architectural component would require 85% masonry on all stories and five architectural design features for street facing façades. This component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component.

STAFF RECOMMENDATION:

Staff recommends denial of the requested LO-2-B zoning district and recommends approval of the LO-2-A zoning district. The LO use component is intended to provide a land use transition from more intense commercial districts or arterial streets to residential development, and a Type A architectural component would enhance the compatibility of the LO use component with the adjacent neighborhood. This property fronts onto Municipal Dr. and would provide buffering from the Camacho Elementary School and City of Leander Public Works yard on the north side of Municipal Dr. Additionally, this property is located on a collector class street, and the use component may be placed adjacent to residential neighborhoods. This use component would help to provide transition from a more intensely developed area of the City to a less developed residential community on the south side of Municipal Dr. In addition, the proposed Type 2 site component restricts the size of the buildings and ensures that development is designed to a form and scale that is compatible with residential neighborhoods. This request meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

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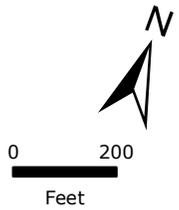


ZONING CASE 15-Z-021

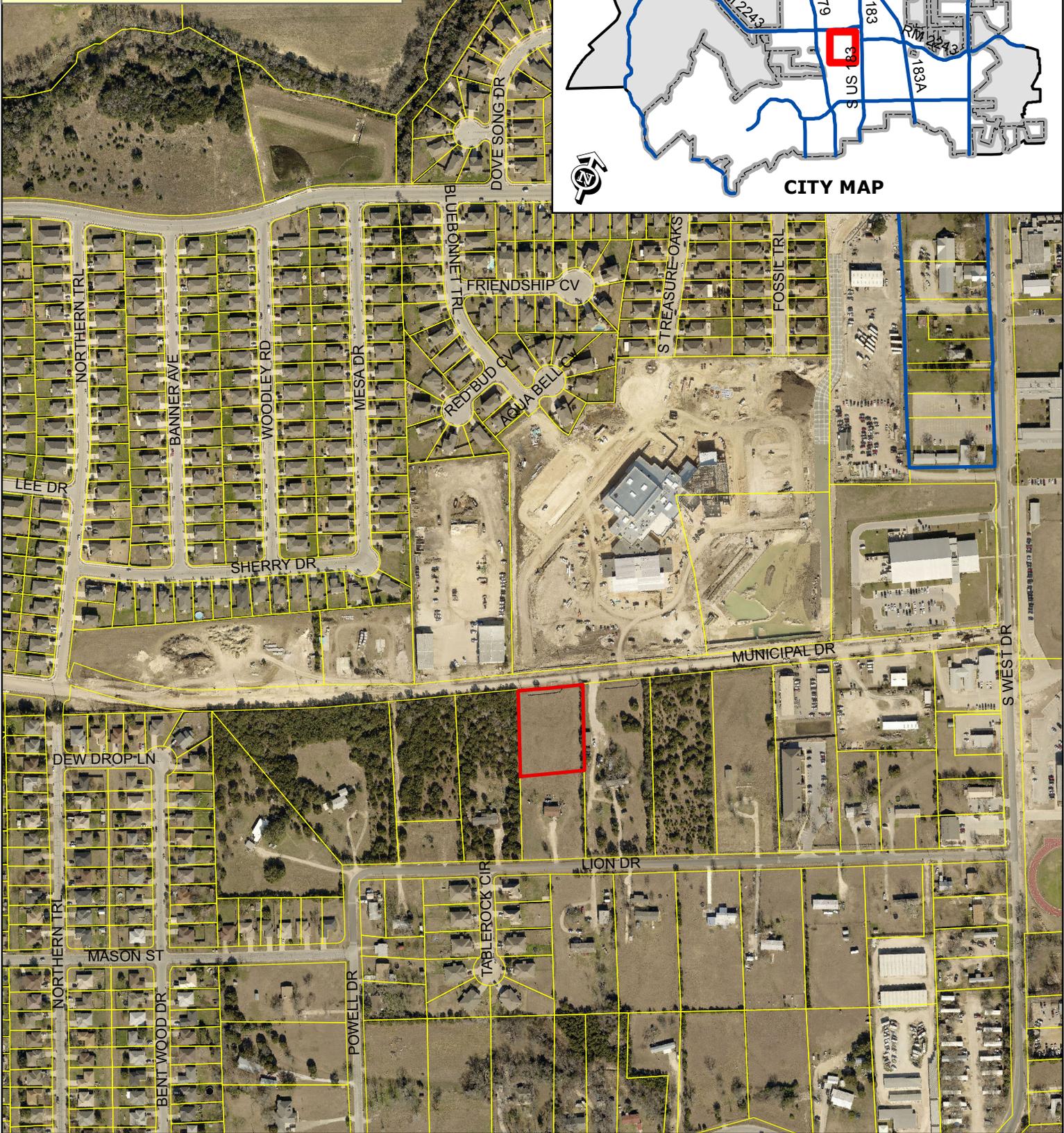
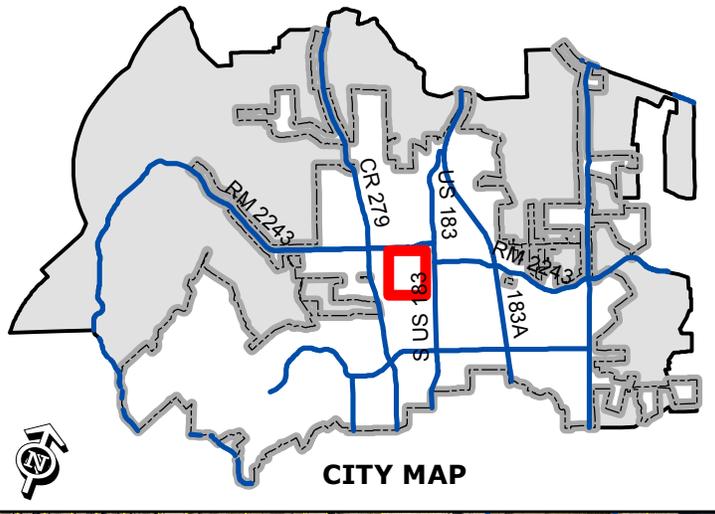
Attachment #2

Current Zoning Map - 508 Municipal Dr

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



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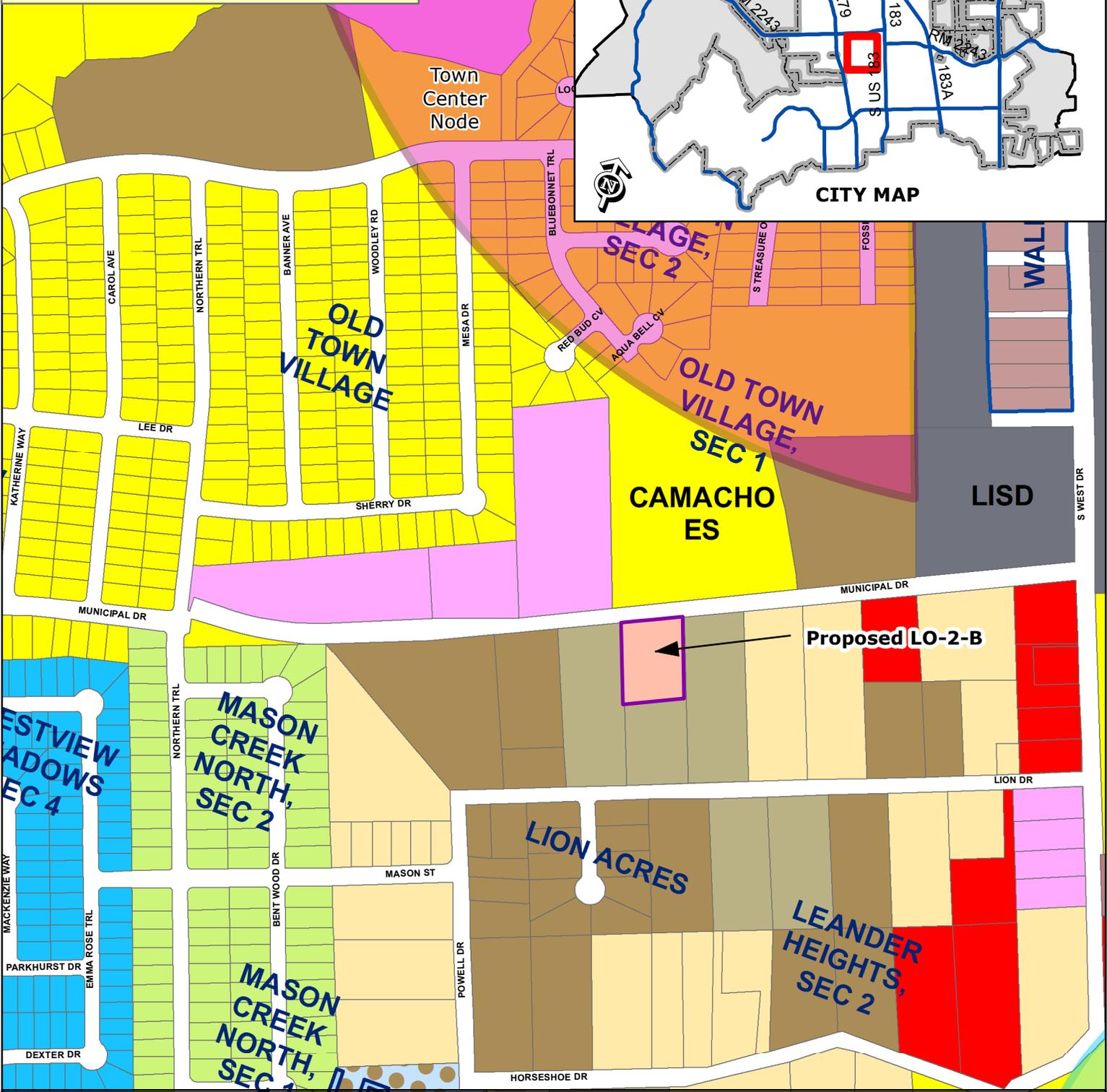
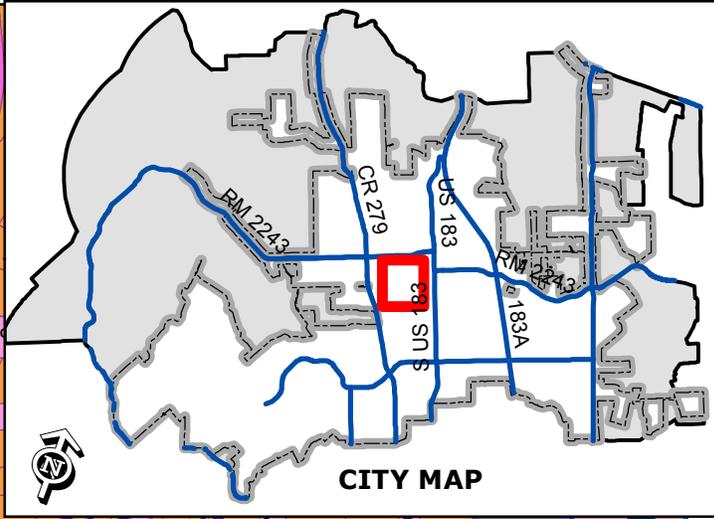
ZONING CASE 15-Z-021 Attachment #3

Aerial Exhibit - Approximate Boundaries
508 Municipal Dr



-  Subject Property
-  City Limits

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ZONING CASE 15-Z-021

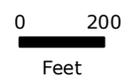
Attachment #4

Proposed Zoning
508 Municipal Dr



- Subject Property
- City Limits

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



Septic Systems Driveways Clearing
Excavation Dump Trucks Backhoe Bobcat
Sand Dirt Road Base



ATTACHMENT 5

SUDDERTH BROTHERS CONTRACTING, Inc.

P.O. BOX 1663 Leander, Texas 78646

Ph. 512-260-2747
Cell 512-801-6214
512-801-8671

Fax 512-260-9274
drsudderth@suddenlink.net

Del Ray Sudderth
Blake Sudderth

July 17, 2015

City of Leander Planning Department
104 North Brushy Street
P.O. Box 319
Leander, Texas 78646-0319

Reference: Re zoning request for 508 Municipal Drive

To whom it may concern:

The purpose of this letter is to request a zoning change at 508 Municipal Drive Lot 6A Leander Heights Section 2 Leander, Texas. Williamson County Short ID# R036441. The property is currently zoned SFU/MH-2-B. We are requesting LO or Local Office for possible medical or professional tenants.

Thank you for your consideration. Feel free to contact me at 512-801-6214 or drsudderth@suddenlink.net.

Sincerely,

A handwritten signature in black ink, appearing to read "Del Ray Sudderth".

Del Ray Sudderth

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING OF A PARCEL OF LAND FROM SFU/MH (SINGLE-FAMILY URBAN/MANUFACTURED HOME) TO LO-2-B (LOCAL OFFICE); 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 tract of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 1.235 acres, more or less, located at 508 Municipal Drive, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as Lot 6A, Block A, Leander Heights Section 2 Replat (Lot 6, Block A Replat); identified by tax identification number R036441; more particularly described in document number 2004062764 recorded in the Williamson County Official Public Records.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property SFU/MH (Single-Family Urban/Manufactured Home) to LO-2-B (Local office) as shown in Exhibit "A".

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

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

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

PASSED AND APPROVED on First Reading this the 3rd day of September, 2015.
FINALLY PASSED AND APPROVED on this the 17th day of September, 2015.

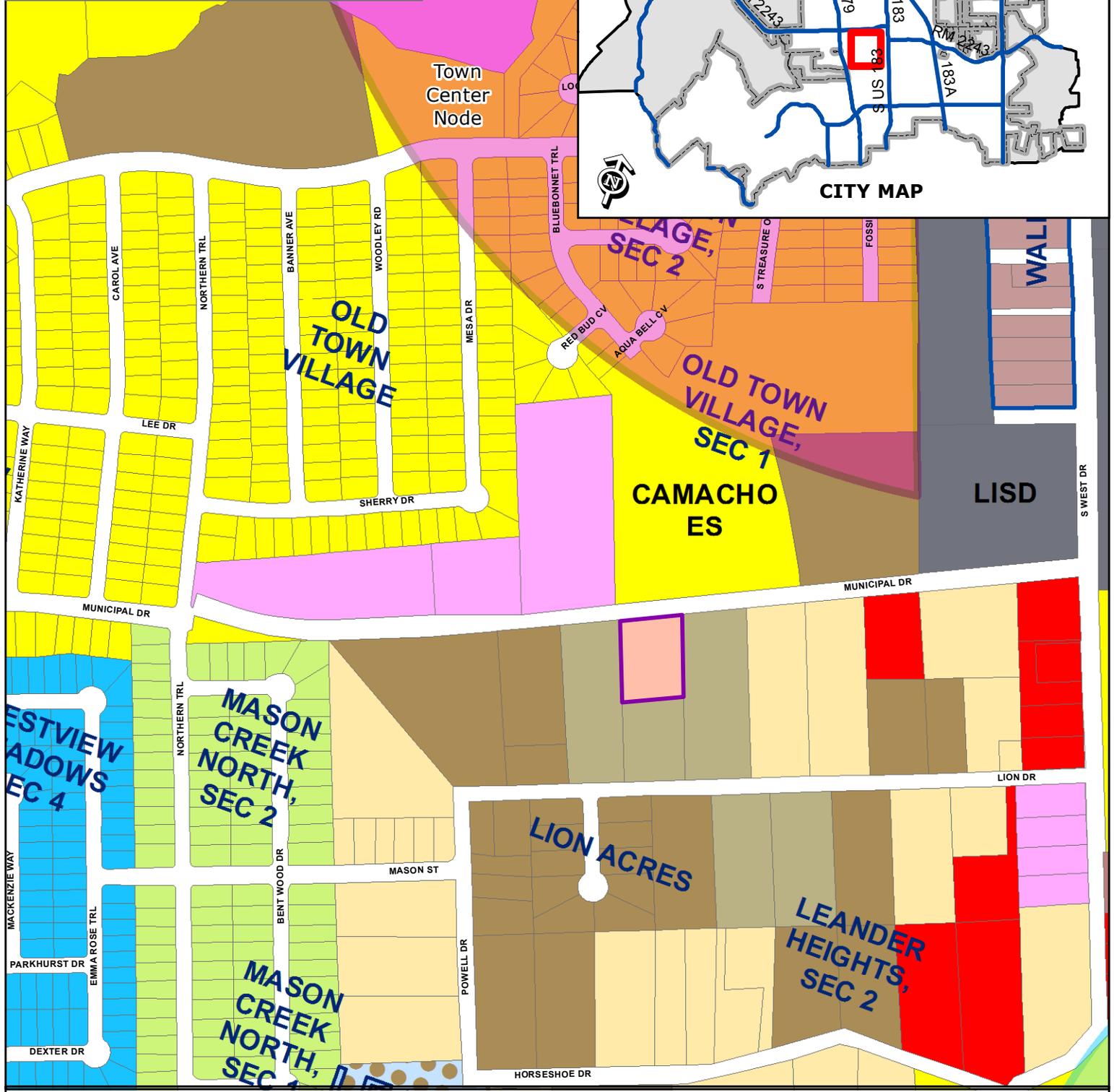
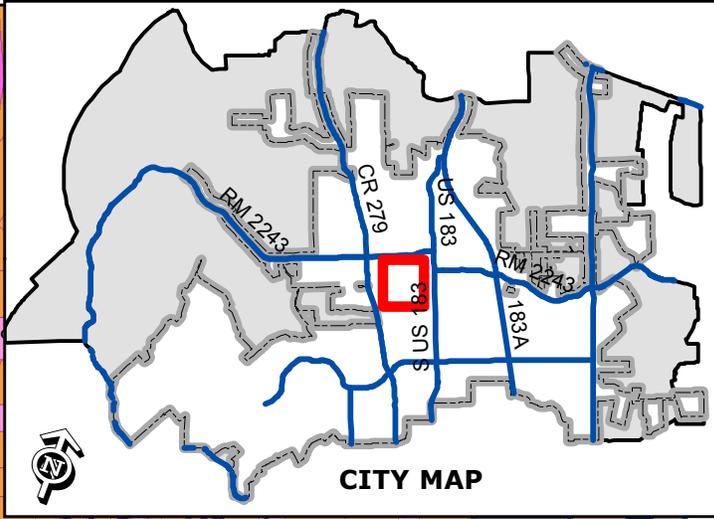
THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

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ZONING CASE 15-Z-021

Exhibit A

508 Municipal Dr

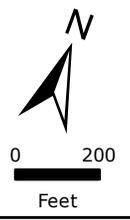
 Subject Property
 City Limits

 PUD Commercial
 PUD Mixed Use
 PUD Multi-Family
 PUD Single-Family
 PUD Townhome

 SFR
 SFE
 SFS
 SFU
 SFC

 SFL
 SFT
 SFU/MH
 TF
 MF

 LO
 LC
 GC
 HC
 HI



13. Zoning Case 15-Z-020: Hold a public hearing and consider action on the rezoning of a parcel of land generally located to the southeast of the intersection of San Gabriel Parkway and Bagdad Road/CR 279; 1.508 acres more or less; WCAD Parcel R476367. Currently, the property is zoned LC-2-B (Local Commercial). The applicant is proposing to zone the property to LC-3-B, Leander, Williamson County, Texas. Applicant: Danny Martin on behalf of JSL Commercial Investments, LLC.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends denial of the zoning district LC-3-B and recommends a zoning district of LC-3-A.

b) Applicant Presentation

Danny Martin, applicant explained the purpose for the zoning request and agrees to staff recommendation of the zoning district LC-3-A.

c) Open Public Hearing

**Chairman Sokol opened the public hearing
Sherry LeBlanc spoke against.**

d) Close Public Hearing

Chairman Sokol closed the public hearing.

e) Discussion

Discussion took place

f) Consider Action

**Commissioner Schwendenmann moved to deny the zoning request.
Commissioner Hines seconded the motion. Motion passed 4 to 2 with
Commissioner Wixson and Commissioner Anderson opposing.**

14. Zoning Case 15-Z-021: Hold a public hearing and consider action on the rezoning of a parcel of land located at 508 Municipal Drive; 1.235 acres more or less; WCAD Parcel R036441. Currently, the property is zoned TF (Two-Family). The applicant is proposing to zone the property to LO-2-B (Local Office), Leander, Williamson County, Texas. Applicant: Del Ray and Linda Sudderth.

a) Staff Presentation

Martin Siwek, Planner, stated that staff reviewed the request and recommends denial of the LO-2-B and recommends approval of LO-2-A.

b) Applicant Presentation

Del Ray Sudderth, applicant was present for questions and agrees to staff recommendation of LO-2-A.

c) Open Public Hearing

Chairman Sokol opened the public hearing.

d) Close Public Hearing

Chairman Sokol closed the public hearing

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Anderson move to deny the zoning request LO-2-B and approve LO-2-A. Commissioner Hines seconded the motion. Motion passed 5 to 1 with Commissioner Schwendenmann opposing.

15. Discussion and possible action about moving the October 8th Planning and Zoning Commission meeting to Tuesday October 6th.

P & Z Commissioners discussed moving the October 8th Planning and Zoning Commission meeting to Tuesday October 6th, a few Commissioners would not be able to attend the October 6th meeting, it was agreed by the P & Z Commissioners to move the meeting to Monday October 5th.

Commissioner Wixson announced that he would be resigning from the Planning and Zoning Commission and that this was his last meeting.

16. Meeting adjourned
Meeting adjourned at **8:04 pm**

Chairman Sokol

ATTEST:

Ellen Pizalate, Secretary



Executive Summary

September 3, 2015

Subject: Consider Naming Library Conference Room C

Background: A petition request to name Conference Room C at the Leander Public Library after former City Secretary, Betty Brown, has been received and reviewed by staff and the Leander Library Foundation. The Library Foundation endorsed the request August 18th and the petition request meets requirements of the City Building & Facility Naming Policy.

Betty Brown was Leander's first City Secretary/Treasurer as a volunteer and after the first eight months of service she was paid a dollar a month for her service and continued as City Secretary/Treasurer until 1984. She was a member of a committee that petitioned to have the City incorporated in 1977 and she was a strong advocate for the City's first library. After leaving the City she continued her career in public service as a Deputy City Clerk for the City of Austin and she recently retired from Bickerstaff Heath Delgado where she served as their Election Specialist.

Betty Brown has been a resident of Leander since 1968.

Financial Consideration: None

Recommendation: It is respectfully recommended that the City Council name the Leander Public Library Conference Room C the "Betty Brown Community Room" in recognition of Ms. Brown's service to our community.

Attachments: Naming Request & Newspaper Articles, Petition, Background Information, Policy for Naming Buildings & Facilities

Prepared by: Stephen Bosak, Parks & Recreation Director

POLICY FOR NAMING CITY BUILDINGS & FACILITIES

Approved by the City Council August 6, 2015

PURPOSE

- To establish uniform procedures for naming City buildings and facilities.
- To provide consistent guidelines for citizens, citizen groups and City staff.
- To establish procedures for naming City buildings and facilities.

PROCEDURES FOR NAMING CITY BUILDINGS & FACILITIES

1. Written nominations to name a buildings or facilities shall be submitted to the City Manager. The City Manager shall forward nominations to the City Council and/or the appropriate advisory board or commission for consideration, and to make a recommendation to the Council and to the City Secretary to verify that the signers are registered Leander voters.
2. Written nominations shall include the following information:
 - i) A petition signed by at least 50 registered City voters stating reasons for the proposed action. Petitions must clearly state the intent of the nomination and include printed names, signatures, addresses, zip codes and telephone numbers of each signer;
 - ii) Evidence of community support;
3. If the petition is referred to an advisory board or commission the naming nomination should be presented to the board/commission at the next regularly scheduled meeting.
4. The board or commission shall:
 - i) Review the nomination in accordance with the policy
 - ii) Determine if there is a need to solicit further public input
 - iii) Research, review and study supporting documentation
 - iv) Through a majority vote agree on a recommendation and forward it to the Council.
5. The naming process may also begin with a majority vote of a board or commission, or at the request of the Council.

NAMING CRITERIA

The recommended name shall meet at least one of the following criteria.

1. Consideration may be given to geographic location, adjacent streets or subdivision name.
2. Consideration may be given to prominent characteristics or physical features of the site (lake, river, creek, canyon or topography).
3. Consideration may be given to a historic feature or event.
4. Consideration may be given to naming the building or facility after a family, individual, or business that donated a significant portion of the property, or funds to construct the facility.
5. Consideration may be given to the previous property owner if the property owner sells the property significantly below fair market value. The naming agreement should be negotiated at the time of purchase.
6. Consideration may be given to honor individuals or businesses that have made significant or worthy contributions to the City of Leander or a prominent American who is or was a resident of Leander.
7. City structures may be dedicated to the memory of worthy individuals through the placement of plaques without naming or renaming the entire structure.

GENERAL CRITERIA

1. Consideration must first be given to existing legal agreements or promises that were made when the building or facility was originally named.
2. Buildings and facilities previously named for individuals should not be renamed.
3. Buildings and facilities may be named for either deceased or living persons.
4. Buildings and facilities shall not be given the same name as an existing school or public facility unless they are adjacent to an existing named school or public facility.
5. Recommendations to name buildings and facilities should not be publicized until after receiving approval by the Council.
6. This policy shall not be construed to limit authority of the City Council to name any city buildings or facilities at any time and under any conditions the Council deems appropriate.

PETITION TO NAME THE LEANDER PUBLIC LIBRARY CONFERENCE ROOM C THE "BETTY BROWN COMMUNITY ROOM"

WHEREAS, Betty Brown has been a citizen of Leander since 1968; and

WHEREAS, Betty Brown served on a committee to petition an election for the City of Leander to become incorporated; and

WHEREAS, on January 21, 1978 the City was incorporated and Betty Brown volunteered as the City Secretary/Treasurer and was paid \$1 a month for the first eight months she served and the served as City Secretary/Treasurer until May 1984; and

WHEREAS, Betty Brown and other concerned citizens worked to help establish Leander's first public library.

THEREFORE, we the undersigned hereby petition the City Council to name Conference Room C at the Leander Public Library the "Betty Brown Community Room".

Printed Name	Are You a Registered Voter in Leander?	Address	Phone Number	Signature
CURTIS CORLEY	Yes	403 HERNANDEZ'S LOOP	512-259-0804	<i>Curtis Corley</i>
BLANCHE CORLEY	Yes	403 HERNANDEZ'S LOOP	512-259-0804	<i>Blanche Corley</i>
Deborah Corley	Yes	403 Hernandez loop	512-755-7079	<i>Deborah Corley</i>
John Corley	yes	403 Hernandez loop	512 755 7084	<i>John Corley</i>
John F. Leander	yes	404 County Glen Street	512 259 0644	<i>John F. Leander</i>
Minnie Lewis Perry	yes	404 County Glen St.	512 259 0644	<i>Minnie Lewis Perry</i>
Clairne Underwood	Yes	401 Hernandez	512-986-8112	<i>Clairne Underwood</i>
Arrena Thrower	Yes	419 Hernandez loop	512-259-3410	<i>Arrena Thrower</i>
Franklin Thrower	Yes	419 Hernandez Loop	512-259-3410	<i>Franklin Thrower</i>
Charles McDaniel	Yes	421 Hernandez Loop	N/A	<i>Charles McDaniel</i>
Don DEMANS	YES	300 County Glen St.	512-981-9538	<i>Don Demans</i>
Sherry Hancock	Yes	20 Hernandez loop	512-528-0693	<i>Sherry Hancock</i>

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Printed Name	Are You a Registered Voter in Leander?	Address	Phone Number	Signature
Glenn Hancock	NO	201 Hernandez Loop	512-528-0093	Glenn Hancock
LEVIN PARKER	YES	202 HERNANDES LOOP	972-754-1195	[Signature]
Cindy Parkes	Yes	202 Hernandez Loop	830-305-0753	Cindy Parkes
Cordelia Lovelady	Yes	205 Hernandez Loop	512-799-0139	Cordelia Lovelady
Norma Jean Davis	Yes	201 West Drive	512-259-1798	Norma Jean Davis
P. Reese Davis	Yes	201 West Drive	512-259-1798	P. Reese Davis
CHARLES H. WRIGHT	YES	412 HERNANDES LOOP	512-259-5813	Charles H. Wright
JANET J. WRIGHT	YES	412 HERNANDES LOOP	512-259-5813	Janet J. Wright
Lou Vanglyn H. Owens	Yes	414 Hernandez Loop	512-294-3762	Lou Vanglyn H. Owens
Gary Montgomery	Yes	206 Hernandez Loop	512-259-5887	Gary Montgomery
Danny Montgomery	Yes	206 Hernandez Loop	512-259-5887	Danny Montgomery
Israel Esquivel	yes	207 Hernandez Loop	512-818-2916	Israel Esquivel

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Printed Name	Are You a Registered Voter in Leander?	Address	Phone Number	Signature
Victor Cervantes	Yes	306 Hernandez Loop	512-508-4733	Victor Cervantes ✓
Zulema Martinez	yes	306 Hernandez Loop	512-690-1848	Zulema ✓
Kevin Sponseffer	Yes	402 Hernandez Loop	512-534-9101	Kevin ✓
Edward E. Kelly	YES	305 Hernandez Loop	512-848-1718	Edward E. Kelly ✓
Michelle A Kelly	Yes	305 Hernandez Loop	512-296-5480	Michelle A Kelly ✓
JOANNA McCLISH	YES	322 HERNANDESHOOP	512-259-2796	Joanna McClish ✓
Victor Sanchez	Yes	301 Hernandez Loop	512 259-8785	Victor Sanchez ✓
Elizabeth Pieren	Yes	408 Hernandez Loop	512-986-8231	Elizabeth Pieren ✓
HARVEY WATLEY	Yes	413 HERNANDEZ LOOP	512 496 9390	Harvey Watley ✓
VIRGINIA PEREZ	YES	716 Ruby Isle Dr	512 731 4484	Virginia Perez ✓
Gerald Perez	Yes	716 Ruby Isle Dr	512-284-5568	Gerald Perez ✓

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Printed Name	Are You a Registered Voter in Leander?	Address	Phone Number	Signature
Pat Bryson	yes	1105 Glass Dr.	512 259 1456	Pat Bryson
ROBERT BRYSON	yes	1105 Glass Dr.	512 259 1456	Robert Bryson
Maria Machuca	yes	14700 Honeycomb Dr	(512) 959-1656	Maria Machuca
M. M. Kessler	yes	16215 Aron Kessler	(512) 801-4833	M. M. Kessler
F. Lynn Kelm	yes	205 S. + Hwy	512 259 3132	F. Lynn Kelm
John D. Cowman	yes	1914 Osceola and Drive	512-789-5255	John D. Cowman
JIM BECHTOL	yes	400 W BRADDE WAY	512-750-7374	JIM BECHTOL
Kirsten Call-Lynch	Yes	1801 Parkwood Dr	512-791-6542	Kirsten Call-Lynch
Gloria Casso	yes	505 Northern Trail	512-259-8032	Gloria Casso

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DANNY L. Michie	YES	1800 MULEDEER RUN LEANDER TX 78641	512-963-8991	Danny L Michie
Jennifer A. Michie	Yes	1800 Muledeer Run Leander, TX 78641	512-864-4907	Jennifer Michie
Cory Toole	Yes	1803 Muledeer Run Leander, TX 78641	512-771-1831	Cory Toole
Janine Toole	Yes	1803 Muledeer Run Leander, TX 78641	979-324-3286	Janine Toole
DAVID SEIBOLD	Y	1801 MULEDEER RUN LEANDER, TX 78641	512-826-0105	David Seibold
CHARLIE PAREZ	?	1711 MULEDEER RUN 78641	512 553 3931	Charlie Perez
MATT THORSON	Y	1701 Muledeer Run 78641	612-410-4933	Matt Thorson
Mary E Pate	Y	1509 muledeer Run 78641	512-203-1943	Mary E Pate
William Pate	Y	1589 MULEDEER RUN 78641	512 947 3311	William Pate
William PATE	YES	1509 MULEDEER RUN 78641	512-750-6155	William Pate
Micky Cuyper	Y	game R	512-291-5145	Micky Cuyper
Sandy Bruening	Y	1403 Muledeer Run	405-2087673	Sandy Bruening

PETITION TO NAME THE LEANDER PUBLIC LIBRARY CONFERENCE ROOM C THE "BETTY BROWN COMMUNITY ROOM"

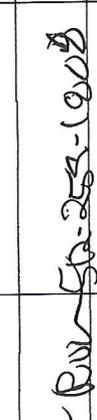
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Printed Name	Are You a Registered Voter in Leander?	Address	Phone Number	Signature
William Wieseman	yes	1301 Mule Creek Blvd	512-253-1008	
Victoria Williams	yes	1900 Laurel Lane	512-632-2545	
Tom Florio	YES	1902 Laurel Ln	496-8732	
Jonathan McKinney	yes	1601 Deepwoods	512-751-6860	
Mary E. Dutton	yes	1919 Overland Dr	512-260-6870	Mary E. Dutton
David Solis	yes	1917 Overland Dr	512-260-6733	
Leslie Spear	yes	1708 Deepwoods Tr	N/A	Heshia CalBout
Blake Spear	No	1708 Deepwoods Tr	N/A	Blake Spear
Jos Ueberman	No	1313 Linn's Lane	N/A	

PETITION TO NAME THE LEANDER PUBLIC LIBRARY CONFERENCE ROOM C THE "BETTY BROWN COMMUNITY ROOM"

WHEREAS, Betty Brown has been a citizen of Leander since 1968; and
WHEREAS, Betty Brown served on a committee to petition an election for the City of Leander to become incorporated; and
WHEREAS, on January 21, 1978 the City was incorporated and Betty Brown volunteered as the City Secretary/Treasurer and was paid \$1 a month for the first eight months she served and the served as City Secretary/Treasurer until May 1984; and
WHEREAS, Betty Brown and other concerned citizens worked to help establish Leander's first public library.
THEREFORE, we the undersigned hereby petition the City Council to name Conference Room C at the Leander Public Library the "Betty Brown Community Room".

Printed Name	Are You a Registered Voter in Leander?	Address	Phone Number	Signature
SHOOTER RUSSELL	Y	1131 IRONHORSE	(512) 986-9087	Shooter Russell
WILLIAM RUSSELL	Y	1131 IRONHORSE	(512) 517-5596	WR
JARRI RUSSELL	Y	1131 IRONHORSE	(512) 254-4727	Jarri Russell
JESSICA RUSSELL	Y	1131 IRONHORSE	(512) 986-9025	Jessica Russell
JOSH MONEY	Y	2813 WILDCATTER	(512) 528-0522	Josh Money
DAVID MONEY	Y	2813 WILDCATTER	(512) 528-0522	D. Money
LINDA MONEY	Y	2813 WILDCATTER	(512) 528-0522	Linda M
SONYA RUNKEL	Y	1128 IRONHORSE	(512) 528-9774	Sonya Runkel
STEVEN RUNKEL	Y	1128 IRONHORSE	(512) 528-9774	Steve Runkel
KEN RYON	Y	1120 APPLE ROCK	(512) 260-3718	K. Ryon
Laura Ryon	Y	1120 APPLE ROCK	(512) 260-3718	Laura Ryon

Background of Betty Brown:

- Has been a Leander citizen since Oct. 1968
- 1977 - Served on committee to petition an election for the City of Leander to become incorporated
- January 21, 1978 – City of Leander became incorporated and Betty Brown volunteered as the City Secretary/City Treasurer. The only other person who was a volunteer employee was C.D. Hill, Police Chief.
- March 1978 – Betty Brown joined the Texas Municipal Clerks Certification Program and a third volunteer, Eileen Foley filled in when Betty was gone to seminars. Betty received her Texas Municipal Clerks Certification in January 1982.
- After 8 months of volunteering, Betty Brown, C.D. Hill, and Eileen Foley each received \$1.00 for 8 months of work. For many years the \$1.00 bills were framed and hung in the lobby of city hall.
- On Oct. 1, 1978, Betty Brown became a salaried employee of the City of Leander and remained the City Secretary/City Treasurer until May 1984 when she left to take the position of Deputy City Clerk for the City of Austin
- The first City Council meeting was held in the volunteer Fire Station which is still standing (metal building behind city hall).
- Betty Brown is still a citizen of Leander and recently retired from Bickerstaff Heath Delgado where she served as their Election Specialist

To whom it may concern;

Betty Brown is a hard- working West Texas lady who moved to Leander in 1968. She worked as a book keeper for L.C.R.A. and some electric Co-ops. She worked with the original group of some fifty citizens who petitioned the Williamson County Judge for the authority to hold an election for the purpose of incorporating the town of Leander. She served as volunteer City Secretary and received no pay in the beginning. Later, it was decided that she needed to be paid so the Council decided to pay her \$1.00 per year. After the citizens passed a Sales Tax referendum, the council set her pay scale at \$350.00 per month. She received her Certification for City Secretary in November, 1982, from North Texas State University for Community Services.

During her years with the City of Leander in the old McFarland Store Building, she covered all the bases at City Hall. You could say that she was the City Secretary, Administrator, Permit Clerk, Purchasing Agent and Publicist, since she also wrote a weekly column in the Hill Country News covering the City and the citizens' activities.

She was one of the first group who, with other interested citizens and the Leander Garden Club, were interested in forming a Library Association. This was years before the Library actually became a reality.

When the Police Department building was damaged by the explosion in December, 1983, she was injured by flying debris. She just happened to be there talking to the police dispatcher.

In April, 1984, she gave notice that she would be leaving the City job in May after almost seven years on the job. She felt that the City needed a professional City Manager to better deal with the growth that was soon coming.

These citizens are of the opinion that Betty Brown is due permanent recognition for all the good work she did for this community, and the dedication she displayed as a guide to all of us. We must not forget the folks who helped us get where we are today.

Curtis and Blanche Corley



BETTY BROWN, city secretary of the City of Leander, has completed her certification as a city secretary in a program offered at North Texas State University. Above, Brown accepts her certificate at graduation ceremonies.

Leander's Betty Brown Learns City Procedures

DENTON — Betty Brown, city secretary at Leander, was one of three January 1983 graduates of the Municipal Clerks and Secretaries Certification program conducted by the North Texas State University Center for Community Services.

The certification program offered by North Texas is the only university-level professional education program for city clerks and secretaries in Texas and is the third oldest in the country. Currently, there are only thirty-three other universities in other states providing such programs. The program is unique in that city secretaries and clerks initiated it themselves with the help of the Center for Community Services.

To complete the course, Brown spent 200 hours of individual home study on a four-course curriculum and attended eight two-day seminars, accounting for more than 130 hours of classroom study.

"I had only worked in the financial area of city government previously," Brown said. "In the certification course I learned to write ordinances, set up agendas — to do all the city work needed to administer a small city.

"It has already been worth it just during the time I was taking the course and I still use the books," she added.

The course includes study of public administration, election law, budgeting and finance, municipal law, and personnel management.

Leander Volunteers Working Toward Library Building

HC-7-21-83

By RONI MORALES
Staff Writer

LEANDER — There are 10,000 books in Leander just waiting to be read.

Unfortunately, they are just collecting dust right now because no city funds have been allocated for establishing a library.

"We have 8-10,000 books we are storing in a building next to the police station," said Betty Brown, one of the volunteers working to make the

library a reality in Leander. "But before we can get state or federal help, \$2,500 must come from the local entity and council members don't want to raise taxes right now."

Brown says a library will not only benefit the youth of the town, but also provide a necessary outlet for many of the city's senior citizens.

"One-fourth of our population are senior citizens," Brown said. "I would like to see one room set aside for them to play dominoes, read or just volunteer time."

Although funds are not forthcoming from the city council, Brown says about 30 volunteers continuously sponsor activities to maintain the building where the books are stored and to keep the idea of a city library alive and before the citizens of Leander.

"We hold bake sales, we sponsor the Little Miss and Little Mister Leander contest, and we plan to sponsor the 10,000 Meter Run at Old Leander Days, which we hope will become an annual event," she said.

Once the new city bank opens and businesses begin to express an interest, the idea of a city library may blossom more rapidly, the volunteer explained. But although funding may eventually become easier, the city council must still allocate the necessary \$2,500, she added.

"The council has been supportive, but citizens just don't want their taxes raised. I wouldn't mind paying a few extra dollars," Brown said.

"I would like to see it open for the senior citizens and at night for people who work," Brown continued. "I would also like to see summer reading programs for kids because there is not too much entertainment for kids in Leander."

Brown, who is also city secretary, plans to introduce funding for the library at city council budget workshops beginning in late July.

How she will fare, she doesn't know. But Brown and the other volunteers plan to keep working until their dream for a city library becomes a reality.



Executive Summary

September 3, 2015

Subject: Consideration of a Development, ETJ Release, and Consent Agreement for the Caughtfield Tract.

Background: The City received a petition for the creation of a municipal utility district (MUD) on approximately 186.71 acres known as the Caughtfield tract. The Texas legislature authorized the creation of the MUD (Williamson County Municipal Utility District No. 33) subject to the City of Leander granting its consent.

The property lies within an area that is subject to an agreement between the City of Leander and the City of Liberty Hill that allows Liberty Hill to apply its development regulations.

The agreement provides for the developer to dedicate easements necessary for the installation of a regional waste-water force-main through the property and for the future construction of the South San Gabriel River Trail along the property's San Gabriel River frontage. Additionally, the agreement provides for the developer to provide street access to the City's recently purchased park property on the San Gabriel River and to stub water, wastewater and reuse water lines to the park property. The developer also agrees to align Arterial A1 on the property with its western terminus on the Wedemeyer property and extend Arterial A1 through the property to U.S. 183.

Recommendation: Staff recommends approval of the Development and Consent Agreement.

Attachments:

1. Agreement with exhibits
2. Location map

Prepared by: Tom Yantis, Assistant City Manager

**DEVELOPMENT, ETJ RELEASE, AND CONSENT AGREEMENT
FOR THE CAUGHFIELD TRACT**

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This Development, ETJ Release, and Consent Agreement (this "Agreement") is between the City of Leander, a Texas home-rule municipal corporation ("Leander"), and Caughfield Ranch, Ltd., a Texas limited partnership, or its permitted assigns (the "Landowner"). Upon final creation of Williamson County Municipal Utility District No. 33 (the "District"), as authorized under the authority of Chapter 7959, Subtitle F, Title 6, Texas Special District Laws ("the "Enabling Legislation"), the District must join in this Agreement and agree to be bound by its terms, conditions, and provisions. Leander, the Landowner, and the District, as applicable, are sometimes referred to individually herein as a "Party" and collectively as the "Parties".

INTRODUCTION

The Landowner has petitioned Leander for its consent to the creation of the District over the approximately 186.71 acres of land more particularly described on the attached **Exhibit "A"** (the "Property"). The Property is presently located within the extraterritorial jurisdiction ("ETJ") of Leander and the Enabling Legislation requires the consent of the municipality within whose extraterritorial jurisdiction the Property is located to the creation of the District. Pursuant to Ordinance No. _____ (the "Consent Ordinance"), adopted concurrently with the approval of this Agreement, the Leander City Council has granted its consent to the creation of the District and the inclusion of the Property in the District. As a condition to such consent and Leander's other agreements set forth herein, Leander also has required that the Landowner and, at the organizational meeting of its Board of Directors, the District, enter into this Agreement.

The Property will be developed as part of a master-planned, mixed-use community proposed to be known as "Caughfield" (the "Project"). The Project includes approximately 416.80 acres of land located within the ETJ of the City of Liberty Hill (the "Liberty Hill ETJ Land") and will ultimately include commercial and residential uses, together with park, recreational and other facilities to serve the community. The Property is not currently served by water, wastewater and drainage facilities; roads; or parks and recreational facilities.

Leander and the City of Liberty Hill ("Liberty Hill") have previously entered into an Interlocal Cooperation Agreement for Urban Planning, Watershed Protection and the Release of Extraterritorial Jurisdiction dated effective as of October 5, 2006 (the "Interlocal Agreement") under which Liberty Hill and Leander agreed that Liberty Hill may plan municipal services and approve platting and development of certain land subject to the Interlocal Agreement.

The Landowner and Liberty Hill have previously entered that certain "Agreement Regarding Consent to Creation and Operation of Municipal Utility Districts" dated August 25, 2014, as amended and supplemented from time to time (the "Liberty Hill Consent Agreement") which sets forth certain agreements regarding the development of the Liberty Hill ETJ Land and the operation of municipal utility districts created thereunder that will apply at such time as the Property is accepted into Liberty Hill's ETJ.

The Parties desire to cooperate with respect to the extension of Leander's wastewater system through the Property; the extension of water, wastewater, and reuse water lines to the Park Tract, herein defined; access to the Park Tract through the Project; dedication of land for the portion of the San Gabriel River Trail, herein defined, that lies within the Property (the "Trail Tract", herein defined), and access to the Trail Tract. Leander intends to develop the Park Tract as a public park and sports fields. It benefits the Landowner and the District to cooperate with Leander regarding the location of the Park Infrastructure (as defined in Section 4.05), the Park Access (as defined in Section 4.04), the force main easement, the Trail Tract, and the temporary construction easements described herein so that the location of such facilities and easements is compatible with the proposed development. The eventual development of the Park Tract and the San Gabriel River Trail will enhance the value of the Project and increase public recreation amenities available to residents of the Project.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. **GENERAL**

1.01 Recitals Incorporated. The recitals contained in the Introduction are incorporated herein and made a part of this Agreement for all purposes.

1.02 Definitions. In addition to the terms defined in the Introduction, the following terms, when used in this Agreement, will have the meanings indicated below.

Applicable City Rules: means the municipal ordinances and duly adopted regulations that are applicable to development of the Property, subject to Section 4.10.

Applicable Regulations: means federal, state, and county laws, rules and regulations, including environmental regulations, as they exist from time to time and are applicable to the Property, and the Applicable City Rules.

Arterial A-1: means the major arterial road identified as A-1 on the Leander Transportation Plan.

Bonds: means bonds, notes, and other indebtedness issued by the District under Article III of this Agreement.

CCN: means a certificate of convenience and necessity granted pursuant to Chapter 13, Texas Water Code, as amended.

Chisholm Trail SUD or CTSUD: means the Chisholm Trail Special Utility District, a special utility district governed by Chapters 49 and 65 of the Texas Water Code, or its successor.

City Charter: means Leander's City Charter.

Concept Plan: means the Concept Plan for the Project attached as **Exhibit "B"**, as amended from time to time.

Effective Date: means the date this Agreement is approved by the Leander City Council.

Park Access: has the meaning set forth in Section 4.04, below.

Park Tract: means the property owned by Leander located adjacent to the Liberty Hill ETJ Land, being more particularly shown and described in **Exhibit “C”**.

Phase 4: means the fourth phase of the Project; provided that, if the fourth phase of the Project does not include the land upon which the Park Access or the Park Infrastructure will be constructed, Phase 4 shall mean the phase of the Project that includes the land upon which the Park Access or the Park Infrastructure will be located.

Project Approvals: All approvals, variances, waivers and exceptions to the Applicable City Rules approved by Leander for the development of the Property and any additional restrictions or regulations agreed to by the Landowner in writing, including the Concept Plan and the regulations set forth on the attached **Exhibit “D”**, and any other future regulatory approvals, including plat approval, if applicable, as provided in Section 4.10.

PUC: means the Public Utility Commission, or its successor agency.

San Gabriel River Trail: means the trail identified as the “San Gabriel River Trail” adjacent to the South San Gabriel River shown on Leander’s Transportation Plan.

TCEQ: means the Texas Commission on Environmental Quality, or its successor agency.

Trail Tract: means the portion of the Property described on the attached **Exhibit “E”**.

Wholesale Wastewater Agreement: means the Wholesale Wastewater Service Agreement between the City of Leander and the City of Liberty Hill dated effective June 4, 2015.

1.03 Acknowledgement of Consideration. The terms, covenants and provisions contained in this Agreement constitute good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties. Leander acknowledges the Landowner will, during the term of this Agreement, proceed with the development of the Property in reliance upon the terms of this Agreement. The Landowner and District acknowledge that Leander will proceed with plans for the extension of Leander’s wastewater infrastructure through the Property and the development of the Park Tract and the San Gabriel River Trail in reliance upon the terms of this Agreement.

1.04 Authority. This Agreement is entered into, in part, under the City Charter and the statutory authority of Section 212.172 of the *Texas Local Government Code*, which authorizes a city to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities.

ARTICLE II.

MUNICIPAL UTILITY DISTRICT

2.01 Consent to Creation of District. The Landowner has filed a petition, in accordance with Section 54.016 of the *Texas Water Code* and Section 42.042 of the *Texas Local Government Code*, for creation of the District. Leander has approved the Consent Ordinance consenting to the creation of the District and the inclusion of the Property within the District, subject to the terms, conditions and provisions of this Agreement. The District will be authorized to construct, finance and issue bonds for wastewater system infrastructure and waterworks system

infrastructure; road system infrastructure; drainage, water quality and storm water control infrastructure; and parks and recreational facilities and to finance and issue Bonds for such purposes as well as to pay other costs and expenses permitted pursuant to the Enabling Legislation and/or Chapters 49 and 54 of the Texas Water Code, as provided in Section 3.01.

2.02 Future Annexation by City.

a. The creation of the District and Leander's consent thereto are for the purposes of promoting the orderly development of and extension of utility services to the Property.

b. In furtherance of the purposes of this Agreement, the Landowner agrees, on behalf of itself and its successors and assigns and, upon the District's joinder in this Agreement, it will covenant and agree, to the extent allowed by law, that, except with the written consent of the City Council of the city within whose ETJ the Property is located, it will not: (1) seek or support any effort to incorporate any of the Property, or any part thereof; or (2) advocate the circulation or signing of, or sign, join in, or direct to be signed, any petition seeking to incorporate any of the Property, or to include any of the Property within any incorporated entity other than such city.

c. The Landowner and District further agree to support and cooperate with the city in whose ETJ the Property is located in the orderly annexation of the Property, subject to the terms of this Agreement. Such city retains the unilateral discretion to decide when and whether to annex the Property and to dissolve the District; provided, however, that none of the Property may be annexed earlier than (i) 25 years from the Effective Date or (ii) such time as at least 90% by dollar amount of the total facilities for which the District's Bonds have been authorized have been constructed, whichever occurs first. Upon annexation of the District as provided above, the District will be dissolved on the date and in the manner specified in the City ordinance completing such annexation, but in no event more than ninety (90) days after the effective date of such annexation. The District will not enter into any developer reimbursement agreements or agreements for new projects or extraordinary expenses, except as necessary for continued operation and maintenance of existing District facilities, after publication of the first notice of a proposed annexation authorized under this Subsection provided that the City thereafter proceeds with annexation of the Property in accordance with the notice. The District further agrees that any agreements it enters into in violation of the foregoing prohibition will be void.

2.03 Filing of Information.

a. The District will file a copy of its annual audit and a copy of its approved budget for each fiscal year showing projected expenses and revenues with the City Secretary and the City Manager of the city within whose ETJ the District is located within 30 days after approval by the District's Board of Directors.

b. Within 30 days after the date of its confirmation election, the District will file, in the real property records of Williamson County, a notice in the form required by Section 49.452 of the Texas Water Code that includes notice that the city in whose ETJ the Property is located has the authority to annex the District subject to the limitations set forth in this Agreement.

c. The Landowner and the District agree not to contest the annexation of the Property provided that the annexation is in accordance with the terms of this Agreement.

2.04 Definition of "City"; Conflicts. Upon transfer of the Property from Leander's ETJ to Liberty Hill's ETJ, the term "city" when used in Section 2.02(b) and (c) and Section 2.03 shall

refer to Liberty Hill and, if there is any conflict between the provisions of Sections 2.02 and 2.03 of this Agreement and the provisions of any consent agreement between Liberty Hill and the Landowner regarding annexation of the District or required filings, the provisions of the agreement between the Landowner and Liberty Hill will control. The transfer of the Property to Liberty Hill's ETJ will not affect the Landowner's obligations to Leander under other provisions of this Agreement.

ARTICLE III. FINANCIAL

3.01 Authority to Issue Bonds. The District will have the authority to issue Bonds (other than refunding Bonds) for the following purposes only:

a. the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, undivided interests in facilities, and capacity (including capacity interests represented by the payment of impact fees) and/or contract rights, necessary to:

- (i)** provide a water supply for municipal uses, domestic uses, and commercial purposes;
- (ii)** collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;
- (iii)** gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District;
- (iv)** design, acquire, construct, finance and convey thoroughfares and arterial and collector roads as authorized pursuant to §54.234 of the Texas Water Code; and
- (v)** develop and maintain park and recreational facilities as authorized by Subchapter N of Chapter 49 and of the Texas Water Code.

b. For other costs and expenses permitted under the Enabling Legislation and/or Chapters 49 and 54, Texas Water Code.

c. Except as otherwise permitted by applicable law, a District may reimburse the Landowner in amounts and for purposes only as authorized by TCEQ rules and regulations or the Enabling Legislation.

3.02 Terms and Conditions of District Bonds.

a. Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the city in whose ETJ the Property is located, comply with the following requirements, provided that such requirements do not generally render the Bonds unmarketable:

- (i)** The Bonds shall be issued in series with a minimum limit on each series of Bonds of \$1,000,000, unless the series in question is the last issue of Bonds to be issued by the District;

- (ii) Bonds or notes for financing District facilities must be amortized over a period of time that does not exceed twenty-five (25) years from the date of issuance;
- (iii) The Bonds (other than refunding Bonds and Bonds sold to a federal or state agency) shall only be sold after the taking of public bids therefor, and no Bonds shall be sold for less than ninety-seven percent (97%) of par, provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, shall not exceed 3% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the 30-day period next preceding the date notice of the sale of the Bonds is given (or, if the Daily Bond Buyer ceases to exist, a comparable publication reporting average bond interest rates);
- (iv) The District shall reserve the right to redeem each series of its Bonds at any time no later than the tenth (10th) anniversary of the date of issuance, without premium;
- (v) No variable rate Bonds shall be issued by the District without City approval;
- (vi) The first series of Bonds shall be issued by the District not later than the 14th anniversary of the Effective Date. The last series of Bonds shall be issued by the District not later than the 20th anniversary of the Effective Date.

3.03 Notice to City. Except for Bonds which are subject to the notice provisions of Sections 3.04 or 3.05, or refunding bonds issued pursuant to Section 3.07, including bond anticipation notes and revenue notes, the District may issue Bonds only after notifying Leander of its intention to do so at least thirty (30) days prior to the anticipated date of execution of the proposed bond or note purchase agreement.

3.04 Notice of Bond Sale. At least 30 days before submission of an application for the approval of the District's issuance of any Bonds to the TCEQ, the District will deliver a notice to Leander containing: (a) the amount of Bonds being proposed for issuance; (b) a description of the projects to be funded by the Bonds; and (c) the date that the Bonds are proposed to finally mature and be paid in full. For any refunding Bonds not subject to review or approval described in Section 3.07, at least seven days before submission of an application for approval of the issuance of the Bonds to the Attorney General, the District will deliver a notice to Leander containing (a) the amount of the Bonds being proposed for issuance; (b) a description of Bonds to be refunded; and (c) the expected debt service savings.

3.05 Submittal of Bond Application. No later than five days after the filing of any bond application with TCEQ, the District will provide the application to Leander. Leander may object to any bond issue if the Landowner or District is otherwise in default with respect to any of the Landowner's or the District's obligations to Leander under this Agreement (a "City Objection").

3.06 Bond Objections. Any City Objection must (a) be in writing; (b) be given to the District within 30 days from Leander's receipt of District's notice under Section 3.03 or 3.04 of this Agreement to be timely made (as used herein); (c) be signed by the City Manager or Finance

Director of Leander; and (d) specifically identify the non-compliance or default, including any failure by the Landowner or District to comply with Sections 4.01, 4.04, 4.05 or 4.06 of this Agreement. If a City Objection is timely made, Leander and the District will use good faith efforts to resolve the City Objection within a reasonable time, and the District will not proceed with the sale of the Bonds to which the City Objection applies until the City Objection has been cured or waived. If a City Objection is not timely made, the District may proceed with the sale of the Bonds without needing to resolve any City Objection. The District agrees to include, in each application to the TCEQ for the approval of the issuance of Bonds, a copy of this Agreement. Leander acknowledges that the District may be required to provide evidence of compliance with this Section at the time of the sale of its Bonds; therefore, Leander agrees that the City Manager will be authorized to and will provide written confirmation to the District that Leander raises no objections promptly upon the District's request.

3.07 Sale of Bonds or Notes. The District shall proceed to obtain the necessary authorization for issuance of its Bonds for the financing of the purchase or construction of its park, road, water, wastewater and drainage facilities prior to or simultaneously with the issuance of Bonds for any other purposes. Anything in this Article to the contrary notwithstanding, no Leander review or approval shall be required in connection with: (a) an advance Bond refunding which (1) has a final maturity no longer than the final maturity on the refunded Bonds, (2) shall achieve a net present value savings of at least three percent (3%), and (3) has savings which are substantially or fairly uniform over each maturity of Bonds being refunded; or (b) any current Bond refunding which (1) has a final maturity no longer than the final maturity on the refunded Bonds, (2) shall achieve a net present value savings, and (3) has savings which are substantially or fairly uniform over each maturity of Bonds being refunded; however, the District must deliver a certificate from its financial advisor that demonstrates that the proposed refunding will comply with this Section to Leander at least three business days before execution of the purchase agreement for the refunding and must deliver evidence of its compliance with the requirements of this Section to Leander within three business days after the execution of the purchase agreement for the refunding. It is specifically agreed that a District's Bonds, when issued, may be secured by a pledge of the District's taxes and/or revenues, as required by market conditions at the time of issuance.

3.08 Official Statements. Within 30 days after a District closes the sale of any series of Bonds, the District will deliver a copy of the final official statement for such Bonds to Leander. If Leander requests any additional information regarding the District's Bonds, the District will promptly provide such information as it has in its files to Leander at no cost to Leander, but the District will not be required to create any additional schedules or information that is not already available.

3.09 Effect of Transfer. If, after the transfer of the Property to the ETJ of Liberty Hill, there is any conflict between the provisions of this Article III and the provisions of any consent agreement between Liberty Hill and the Landowner relating to the District's bonding authority or approval process, the terms of the agreement between Liberty Hill and the Landowner will control as between Liberty Hill and the Landowner and the District; provided, however, that, as among Leander, the Landowner, and the District, Sections 3.03 through 3.06 shall remain in full force and effect; Leander will be provided the notices and information and shall have the right to object to the issuance of Bonds in accordance with Sections 3.03 through 3.06 if the Landowner or the District is not in compliance with any obligation to Leander under this Agreement; and the District may not issue Bonds until any City Objection raised by Leander is resolved or waived. Except as otherwise provided herein, the transfer of the Property to Liberty Hill's ETJ will not affect the Landowner's and the District's obligations to Leander under any other provisions of

this Agreement and such obligations shall remain in full force and effect and may not be modified without Leander's written consent.

ARTICLE IV. **DEVELOPMENT**

4.01 Arterial A-1. The Landowner agrees to (a) align the terminus of Arterial A-1 at the eastern boundary of the Property with the terminus of Arterial A-1 on the property abutting the eastern boundary of the Property and (b) construct Arterial A-1 on the Property along the alignment shown on Williamson County's roadway plan and shown on the attached **Exhibit "F"**. The Landowner shall provide Leander with a copy of the construction plans for the phase of the Project in which the alignment of Arterial A-1 is shown at the time the Landowner submits such plans to the authority regulating plats for the Project and Landowner shall provide Leander with a copy of the approved construction plans within fifteen days of their approval. Such construction plans and all revisions to such plans submitted by the Landowner for approval must include the Arterial A-1 alignment shown on **Exhibit "F"**.

4.02 Force Main Easement. Concurrently with Leander's approval of this Agreement, the Landowner will dedicate to Leander, at no cost to Leander and free and clear of all mortgages and liens at the time of conveyance, a non-exclusive 15-foot force main easement and 40-foot temporary construction easement in the form attached hereto as **Exhibit "G"** over the property described by metes and bounds attached hereto as **Exhibit "H"**. The Landowner will reserve the right to grant additional easements within the easement tract to allow street and utility crossings for installations of streets and compatible utilities providing service within the Project. The easement will provide that a portion of the wastewater force mains will be installed within the easement at a depth of thirteen feet and shall be encased in steel at the approximate locations shown on **Exhibit "H"** to the easement. Leander will provide a copy of the construction plans for the force mains to the Landowner's engineer for review. The Landowner's engineer shall provide any comments to Leander within ten days of receipt of the construction plans. Leander will cooperate with the Landowner in response to reasonable requests pertaining to the design of the wastewater force mains during the design phase, provided that the cost of construction of the wastewater force mains is not increased and the completion of the design of the force mains is not delayed as a result of such cooperation. The construction plans for the wastewater force mains will include the locations of the required thirteen foot depth and encasement, provided that, after construction commences, the parties may mutually agree upon minor changes in the design or location that do not result in an increase in the construction costs or time for completion of the wastewater force mains and that do not require a change to the approved plans. Leander and the Landowner agree to cooperate to adjust the boundaries of the easement if required to avoid the removal of Heritage Trees so long as such changes that do not result in an increase in the construction costs or time for completion of the wastewater force mains, or result in an increase in costs to or loss of developable area by the Landowner. It is acknowledged that the force main easement is located within the proposed right-of-way for Arterial A-1, provided that it is intended that the paved portions of Arterial A-1 as it is initially constructed will be located outside of the force main easement.

4.03 Trail Tract Dedication. Concurrently with Leander's approval of this Agreement, the Landowner will convey to Leander, in fee simple, at no cost to Leander and free and clear of all mortgages and liens at the time of conveyance, Trail Tract described on **Exhibit "E"** by deed in the form attached hereto as **Exhibit "I"** and a temporary construction easement in the form attached hereto as **Exhibit "J"**. The Landowner and the District agree not to seek to abandon any portion of County Road 266 that runs east and west, parallel to the South San Gabriel River,

and which provides access to the Trail Tract without the approval of Leander, which will not be unreasonably withheld provided that Leander is provided an access easement or alternative means of access to the Trail Tract from a public right-of-way in a location reasonably acceptable to Leander. The deed shall retain a drainage easement for the Landowner's or the District's installation and maintenance of an underground drainage pipe as provided in the deed and will further provide that the Landowner and the District retain an easement for the purpose of crossing under the surface of the Trail Tract to extend utilities in connection with the development of the Project as provided in the deed, and that Leander will approve the locations where such utilities will cross the Trail Tract, which approval will not be unreasonably withheld, conditioned or delayed.

4.04 Park Access. The Landowner shall construct one stub-out from a public street within the Project to the boundary of the Park Tract to provide access to the Park Tract at the point generally shown in **Exhibit "K"** (the "*Park Access*"). The Park Access shall be constructed upon the earlier to occur of: 1) construction of Phase 4 of the Project; or 2) seven years from the Effective Date. The Park Access shall be shown on the construction plans for Phase 4 of the Project. The Landowner shall provide Leander with a copy of the construction plans for Phase 4 at the time the Landowner submits such plans to the authority regulating plats for the Project and such construction plans for Phase 4 and all revisions to such plans submitted by the Landowner for approval must include the Park Access. The Landowner shall deliver to Leander a copy of the approved construction plans within fifteen days of their approval.

4.05 Water, Wastewater, and Reuse Water Connections for Park Tract. The Landowner and/or the District shall construct and extend the following infrastructure (collectively, the "*Park Infrastructure*") to the points on the Park Tract identified below at the Landowner's and/or the District's expense: (a) a minimum 8-inch water line to the southeast corner of the Park Tract as generally shown on **Exhibit "K"** (the "*Water Line*"); (b) a minimum 8-inch wastewater line to the southeast corner of the Park Tract, as generally shown on **Exhibit "K"** (the "*Wastewater Line*"); and (c) a 6-inch reuse water line to the boundary of the Park Tract, as generally shown on **Exhibit "K"** (the "*Reuse Water Line*"). Leander will pay for any improvements required at Liberty Hill's wastewater treatment plant related to the storage of reuse water and delivery of reuse water to the Reuse Water Line. The Landowner and/or the District shall construct the Park Infrastructure during Phase 4 of the Project; provided that all of the Park Infrastructure shall be completed within seven years of the Effective Date of this Agreement. The Park Infrastructure shall be shown on the construction plans for Phase 4 of the Project, and the Landowner and/or the District shall obtain approval of construction plans for Phase 4 that include the Park Infrastructure. The Landowner and/or the District shall provide Leander with a copy of the construction plans for Phase 4 at the time the Landowner submits such plans to the authority regulating plats for the Project and all construction plans for Phase 4 and revisions to such plans must include the Park Infrastructure.

4.06 Fiscal Posting for Park Infrastructure or Park Access. Within thirty days of approval of any construction plans that include any component of the Park Infrastructure or the Park Access, the Landowner shall deliver to Leander a letter of credit equal to 110% of the estimated amount to construct the Park Infrastructure or Park Access in question. Unless the Park Infrastructure and Park Access have previously been completed and accepted by the applicable governmental entity, then the Landowner must deliver one or more letters of credit in the estimated cost of completion of any incomplete portion of the Park Access and Park Infrastructure to Leander no later than the seventh anniversary of the Effective Date of this Agreement.

4.07 Right of Entry. On the terms and during the time period specified in the Right of Entry attached as **Exhibit “L”** (the “*Right of Entry*”), Leander may enter the portions of the Property and the Liberty Hill ETJ Land depicted in the Right of Entry for the purpose of installing any or all of Park Infrastructure and/or the Park Access that has not previously been constructed by the Landowner and/or the District in the time period required and as provided herein. The Landowner shall execute the Right of Entry and obtain the subordination and consent of all mortgage and lien holders on the Property to the Right of Entry upon Leander’s approval of this Agreement. Nothing herein shall obligate Leander to install the Park Infrastructure or the Park Access; however, if the Landowner fails to complete any portion of the Park Infrastructure or the Park Access in the time and manner required by this Agreement, then, after giving the Landowner 30 days’ written notice and an opportunity to cure the failure complained of, Leander will have the right to do so and, in the event Leander thereafter installs and constructs any portion of the Park Infrastructure or the Park Access pursuant to this Section, the Landowner shall reimburse Leander for its actual out of pocket costs incurred to design and construct the Park Infrastructure and/or Park Access in question within 30 days of receipt of written notice from Leander, which notice must include copies of paid invoices supporting the amounts payable to Leander for the design and construction of the Park Infrastructure or Park Access, as applicable. Anything herein to the contrary notwithstanding, the Right of Entry will be strictly limited to the portion of the Property and the Liberty Hill ETJ Land described on **Exhibit “K”**, and will not affect or be extended to any other portion of the Property or the Liberty Hill ETJ Land. Leander hereby authorizes and directs the City Manager to execute and deliver any documents that may be reasonably requested by the Landowner to confirm this limitation on the applicability of the Right of Entry and to avoid the creation of any encumbrance on title to any portion of the Property or the Liberty Hill ETJ Land other than that described in the Right of Entry.

4.08 Manufactured Housing. Notwithstanding any other provision of this Agreement or the Applicable City Rules to the contrary, Leander agrees that HUD-certified manufactured homes may be located within the Property for the purpose of creating or administering the District (including providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District). The Landowner will notify the city in whose ETJ the Property is located of the location of, make and model of, HUD number, and 911 address of each such manufactured home within 30 days after the home is occupied. Leander further agrees that manufactured homes permitted by this Agreement: (i) are not required to be located on a platted lot; (ii) do not require a building permit; (iii) do not require a certificate of substantial completion; (iv) do not otherwise have to comply with the Applicable Regulations; (v) do not require any permit or other approval by Leander; and (vi) will be promptly removed when no longer needed for the creation or administration of the District.

4.09 Director Qualifying Lots. Notwithstanding any other provision of this Agreement to the contrary, Leander agrees that the conveyance from time to time, by metes and bounds or otherwise, of any portion of the Property to any person for the sole purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of Leander; however, no structure, other than manufactured housing authorized by Section 4.08, may be constructed on any such property unless and until a plat of such portion has been approved.

4.10 Applicable City Rules. If the Property remains in Leander’s ETJ subject to Leander’s development regulations, then the development of the Property will be subject to this paragraph. If the Property is released from Leander’s ETJ, this Section will be of no further force or effect upon acceptance of the Property into Liberty Hill’s ETJ.

a. The Applicable City Rules will be Leander's City Charter and Leander's ordinances, rules and regulations in effect and existing on the Effective Date, as amended by: (i) any amendments authorized by Chapter 245, *Texas Local Government Code*; (ii) any approvals, variances, waivers and exceptions to such rules that are approved by Leander, including the Project Approvals; and (iii) any additional restrictions or regulations agreed to by the Landowner in writing, including those set forth in the Project Approvals.

b. The City hereby approves the Concept Plan attached hereto as **Exhibit "B"**. The Property will be developed and the infrastructure required for the Property will be designed and constructed in accordance with the Applicable Rules, the Concept Plan, the Project Approvals, and this Agreement.

c. Leander approves the approvals, variances and exceptions to the Applicable City Rules set forth on the attached **Exhibit "D"**, which will constitute Project Approvals. The Landowner agrees to comply with the Project Approvals.

d. Subject to the terms and conditions of this Agreement, Leander confirms and agrees that the Landowner has vested authority to develop the Property in accordance with the Applicable City Rules, as modified by the Project Approvals. Ordinances, rules or regulations, or changes or modifications to Leander's ordinances, rules and regulations adopted after the Effective Date will only be applicable to the extent permitted by Chapter 245, *Texas Local Government Code*, provided that these vested rights may be modified or revoked by Leander if: (1) the Landowner, or its successors or assigns with respect to each affected parcel of the Property, agrees in writing to such modification or revocation; (2) the Landowner fails to complete and obtain final acceptance from Leander of one or more sections of the subdivision for the Property within ten years after the Effective Date, or thereafter abandons development of the Property; or (3) State law or court order mandates a change. If there is any conflict between the Applicable City Rules and the terms of this Agreement, the terms of this Agreement will control. As used in this Section, "abandons development of the Property" or "abandons the Project" means that Landowner commences the development of a subdivision section within the Property for which all required permits have been issued, but fails to complete such development within five years thereafter. Notwithstanding any subsequent change to such statute, the Landowner will be entitled to take advantage of all rights conferred under Chapter 245, *Texas Local Government Code*, without forfeiting any rights under this Agreement; provided that Landowner will develop the Project in compliance with the Project Approvals unless the parties agree otherwise in writing.

ARTICLE V. UTILITIES

5.01 Wastewater Utility Services.

a. If Leander is the retail wastewater service provider, wastewater utility services will be provided to the Property in accordance with the Wholesale Wastewater Agreement, as it is amended from time to time.

b. If Leander is the retail wastewater service provider, the District and/or the Landowner will design, finance, construct, and convey to Leander all onsite and offsite wastewater facilities required for service to the Property, at the District's and/or Landowner's expense. All of such construction will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54, Texas Water Code. All improvements required to serve the District will be designed and constructed in accordance with Leander's ordinances, regulations, and rules, the approved construction plans, and good

engineering practices. The plans and specifications will be subject to review and approval by Leander prior to the commencement of construction, and Leander will collect all applicable review fees in accordance with its standard policies and procedures.

c. If Leander is the retail wastewater service provider, Leander commits and agrees to provide wastewater service to customers within the Property in the same manner and on the same terms and conditions as Leander provides service to similarly situated retail customers inside its corporate limits. The Landowner and/or District agree to pay and shall pay all costs and fees, including service reservation and impact fees, associated with retail wastewater service required by Leander ordinances and the Wholesale Wastewater Agreement. If Leander will not be the retail wastewater utility provider as set forth herein, this Section 5.01(b), as well as the portions of Sections 5.02, 5.03, 5.04, and 5.05 of this Agreement that relate to wastewater service, will be of no further force or effect.

5.02 Water Utility Services.

a. The Parties acknowledge and agree that the Property is currently located within the certificated water service territory of Chisholm Trail SUD, but, pursuant to a settlement agreement between Leander and Chisholm Trail SUD, Chisholm Trail SUD has agreed that Leander may provide water service to an area that includes the Property, subject to the terms of the settlement agreement. Under the settlement agreement, Leander is currently obligated to apply for a water CCN that includes the Property. Leander agrees that the Landowner will have the option to elect to obtain water service from Leander or from Chisholm Trail SUD subject to the terms of this Section 5.02.

b. Landowner acknowledges that until Leander is granted a water CCN for the property, Leander and Georgetown have agreed to consult and mutually agree on which utility will provide retail water service to new development within the Property. Landowner shall notify Leander if Landowner desires to obtain water service for the Property from Chisholm Trail SUD. Upon receiving such notification, Leander agrees to cooperate in good faith to amend the settlement agreement or to enter into a new agreement with Chisholm Trail SUD to enable Chisholm Trail SUD to provide such service on terms and conditions that are agreeable to Leander and the Landowner. Leander's approval of any such amendment or agreement will not be unreasonably withheld, conditioned or delayed, provided that the terms and conditions of the amendment or agreement are agreeable to Leander.

c. If the Landowner desires to obtain water service for the Property from Leander, then, to the extent that the Landowner desires retail water service prior to the date that Leander obtains a water CCN for the Property or the Property is otherwise released from Chisholm Trail SUD's CCN, then, unless Leander and Chisholm Trail SUD meet and confer, and reach an agreement that Leander will serve the Property, the Landowner shall be responsible for preparing and processing a petition for release of the Property from the certificated water service territory of Chisholm Trail SUD Section 13.254(a-5) of the Texas Water Code, at the Landowner's expense, except as provided herein. The Landowner shall file such petition with the PUC no later than 30 days of written request by Leander and diligently pursue obtaining the release of the Property from Chisholm Trail SUD's CCN. Unless Leander meets and confers and reaches an agreement as provided above, Leander shall have no obligation to provide retail water service to customers located within the Property until such time as Leander obtains certification (single or dual) for the Property, or the Property is otherwise released from Chisholm Trail SUD's CCN and any other conditions of Section 13.254 as a prerequisite to Leander providing retail water service are met. Leander agrees to pay any compensation the PUC awards under Section 13.254(a-6) or 13.254(d), under the terms of Leander's agreement with Chisholm Trail SUD or

otherwise; provided that the Landowner shall give Leander prior notice of any proceedings in which the PUC may determine such award so that Leander may elect to participate in such proceeding.

d. If the Landowner desires to obtain water service from Leander, then the Landowner shall not object to Leander's application or efforts to obtain a water CCN for the Property and shall submit a letter in support of Leander's water CCN application within 30 days of Leander's request. The Landowner and the District will not otherwise protest Leander's water CCN application.

e. If Chisholm Trail SUD will be the retail water utility provider as set forth herein, Sections 5.02(c) and (d), as well as the portions of Sections 5.03, 5.04, 5.05 and 5.06 of this Agreement that relate to water service, will be of no further force or effect.

5.03 Responsibility for Design, Financing and Construction. If Leander is the retail water and/or wastewater service provider for the Property, the District and/or the Landowner will design, finance, construct, and convey to Leander all onsite and offsite water and/or wastewater facilities required for service to the Property, at the District's and/or the Landowner's expense. All of such construction will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54, Texas Water Code. All such improvements required to serve the Property will be designed and constructed in accordance with Leander's ordinances, regulations, and rules, the approved construction plans, and good engineering practices. The plans and specifications will be subject to review and approval by Leander prior to the commencement of construction, and Leander will collect all applicable review fees in accordance with its standard policies and procedures.

5.04 Utility Planning and Phasing. Except as specifically provided otherwise in this Agreement, Leander agrees that it will not require that the Landowner or the District finance or construct any water or wastewater facilities that are sized or extended to serve property other than the Property unless Leander cost-participates and pays for the oversizing or extensions in question.

5.05 Easements. Unless retail water services is provided by another water utility provider, all water improvements up to the customer side of the meter will be constructed within dedicated utility easements or public rights-of-way, and all required easements will be dedicated to Leander free and clear of all mortgages and liens at the time of conveyance prior to Leander's acceptance of the water facilities. If Leander is the retail wastewater service provider, then all wastewater improvements will be constructed within dedicated utility easements or public rights-of-way, and all required easements will be dedicated to Leander and free and clear of all mortgages and liens at the time of conveyance prior to Leander's acceptance of the wastewater facilities.

5.06 Commitment, Timing and Availability of Service. If Leander is the retail water service provider to the Property, then, subject to satisfaction of the conditions specified in Sections 5.02(c) or (d), above, and the Landowner's or the District's constructing and completing the water infrastructure required to extend water service to the Property in accordance with Leander's ordinances, rules, regulations, the approved construction plans, and good engineering practices and payment of fees required by Leander ordinances to obtain retail water service, Leander commits and agrees to provide and to maintain the ability to provide retail water utility service as and when required for the development of the Property, at flow rates and pressures sufficient to meet the minimum requirements set forth in the TCEQ's rules and regulations, as well as sufficient fire flow, and agrees to provide written confirmation of the

availability of service upon the District's request if required in connection with any District Bond sale, or if requested by the Landowner for any lender, any prospective purchaser of lands in the Property, or any governmental entity with jurisdiction. If Leander is the retail wastewater service provider to the Property, then, subject to the Landowner's or the District's constructing and completing the wastewater infrastructure required to extend wastewater service to the Property in accordance with Leander's ordinances, rules, regulations, the approved construction plans, and good engineering practices and payment of fees required by Leander ordinances and this Agreement to obtain retail wastewater services, Leander commits and agrees to provide and to maintain the ability to provide retail wastewater utility service as and when required for the development of the Property sufficient to meet the minimum requirements set forth in the TCEQ's rules and regulations and agrees to provide written confirmation of the availability of service upon the District's request if required in connection with any District Bond sale, or if requested by Landowner for any lender, any prospective purchaser of lands in the Property, or any governmental entity with jurisdiction.

5.07 Fiscal Posting. If Leander is the retail water or wastewater utility provider, then, within 30 days of the approval of construction plans for water or wastewater infrastructure to serve the Property, as they may be approved from time to time, the Landowner shall deliver to Leander a letter of credit in the amount of 110% of the estimated cost of the infrastructure shown on the approved construction plans, that complies with Leander's subdivision ordinance to guarantee completion of the water and/or wastewater infrastructure, as appropriate, shown in the construction plans.

ARTICLE VI. **RELEASE OF THE PROPERTY TO LIBERTY HILL**

Leander agrees to release the Property from Leander's ETJ to Liberty Hill's ETJ pursuant to the terms and conditions of the agreement between Leander and Liberty Hill that governs release of the Property to Liberty Hill's ETJ in effect at the time that Liberty Hill acts on the Landowner's petition to Liberty Hill for inclusion of the Property in Liberty Hill's ETJ.

ARTICLE VII. **TERM, ASSIGNMENT, REMEDIES**

7.01 Term. Notwithstanding the transfer of the Property into Liberty Hill's ETJ, (i) the rights and obligations of Leander, the Landowner and the District under Sections 3.09, 4.01, 4.02, 4.03, 4.04, 4.05, 4.06, 4.07 and 5.07 of this Agreement will continue in full force and effect until Leander, the Landowner and the District fulfill all of their respective obligations under those Sections, or unless sooner terminated or amended by written agreement of Leander, the Landowner, and the District; (ii) if Leander provides retail water service to the Property, then the provisions of Sections 5.02(c) and (d) and the portions of Sections 5.03 through 5.07 of this Agreement that relate to retail water service will survive as long as Leander is providing retail water service; and (iii) if Leander provides retail wastewater service to the Property, then the provisions of Section 5.01 and the portions of Sections 5.03 through 5.07 of this Agreement that relate to retail wastewater service will survive as long as Leander is providing wastewater service. This Agreement shall be effective as between Leander and the Landowner as of the date of execution of this Agreement by the Landowner and Leander. This Agreement shall be effective as between Leander and the District as of the date of execution of this Agreement by the District.

7.02 Assignment.

- a.** Except as otherwise provided in this Section, the rights and obligations of the

Landowner under this Agreement may only be assigned by the Landowner to a subsequent developer of all or a portion of the Property with Leander's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Any such assignment will only be effective if it is in writing, specifically sets forth the assigned rights and obligations, is approved by the City Council of Leander, is executed by the assignee, and an executed copy is delivered to Leander. Upon any assignment and in the event of default by one developer, Leander may pursue all remedies against that nonperforming developer but will not impede development activities of any performing developer as a result of that nonperformance.

b. This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Property; provided, however, that every grantee will be put on notice and take title subject to Leander's rights set forth herein, including annexation rights, development standards, and the property interests conveyed to Leander under the terms and conditions set forth herein.

7.03 Remedies. In the event of default by any Party, a nondefaulting party may give the defaulting Party written notice specifying the default (the "Notice"). If the defaulting Party fails to fully cure any default that can be cured by the payment of money ("Monetary Default") within 30 days after receipt of the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 30 days of the date of the Notice and thereafter to diligently pursue such cure to completion, then the other Party will be entitled to pursue all remedies available at law and at equity, including but not limited to, specific performance of this Agreement, mandamus, and injunction.

7.04 Cooperation.

a. Leander, the Landowner, and the District each agree to execute such further documents or instruments as may be reasonably necessary to evidence their agreements hereunder.

b. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, to the extent provided by law, Leander, the Landowner, and the District agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

ARTICLE VIII. EXECUTION OF AGREEMENT

The Landowner covenants and agrees to cause the District to approve, execute and deliver this Agreement to Leander within 30 days after the organizational meeting of the Board of Directors of the District. If the District fails to approve, execute, and deliver this Agreement; such failure is not cured following Notice as provided in Section 7.03, such failure will constitute a material breach of this Agreement by the Landowner and operate to prohibit the District from taking any affirmative act to issue Bonds until the failure has been cured. Leander will have all rights to enjoin the issuance of Bonds during any period in which a material breach exists under this Section. If the Landowner fails to cause the District to approve, execute and deliver this Agreement, then the Landowner may not, from and after the date of such breach, enter into any agreements with the District or seek reimbursement from the District for any expenses incurred in connection with the District or development of the Property until the breach has been cured.

ARTICLE IX.

MISCELLANEOUS PROVISIONS

9.01 Notice. Any notice or other communication given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement; or (iv) by electronic mail or facsimile with confirming copy sent by one of the other described methods of notice set forth above. Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City:	City of Leander Attn: City Manager
By personal delivery:	200 West Willis Street Leander, TX 78641
By mail:	P.O. Box 319 Leander, TX 78641
With a copy to:	Paige Saenz City Attorney Executive Office Terrace 223 West Anderson Lane, Suite A-105 Austin, Texas 78752
Landowner:	Caughfield Ranch, Ltd. Attn: Garrett Martin 9111 Jollyville Road, Ste. 111 Austin, Texas 78759
District:	Williamson County Municipal Utility District No. 33 c/o Armbrust & Brown, PLLC Attn: Sue Brooks Littlefield 100 Congress Ave., Ste. 1300 Austin, Texas 78701

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days’ written notice to the other Parties. The Landowner and the District may, by giving at least five (5) days’ written notice to Leander, designate additional parties to receive copies of notices under this Agreement.

9.02 Severability; Waiver.

a. If any provisions of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

b. Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

9.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

9.04 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the development of the Property and creation of the District. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

9.05 Exhibits, Headings, Construction, and Counterparts. All appendices and exhibits referred to within or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. If there is any conflict between this Agreement and the Applicable City Rules, the terms of this Agreement will control.

9.06 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

9.07 Authority for Execution. Leander certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City ordinances. The Landowner hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the Landowner's limited partnership agreement. Pursuant to the requirements of Section 212.172(c)(4), *Texas Local Government Code*, this Agreement, or and all amendments to this Agreement, or a memorandum of agreement in the form agreed upon by the parties, will be recorded in the Official Public Records of Williamson County, Texas.

9.08 Exhibits. The following exhibits are attached to this Agreement and made a part hereof for all purposes:

- | | | |
|--------------------|---|--------------------------------|
| Exhibit "A" | - | Description of the Property |
| Exhibit "B" | - | Concept Plan |
| Exhibit "C" | - | Description of Park Tract |
| Exhibit "D" | - | Project Approvals |
| Exhibit "E" | - | Description of the Trail Tract |

- Exhibit "F"** - Depiction of Arterial A-1 Alignment
- Exhibit "G"** - Form of Force Main Easement
- Exhibit "H"** - Metes and Bounds Description of Force Main Easement
- Exhibit "I"** - Form of Deed for Trail Tract
- Exhibit "J"** - Form of Temporary Construction Easement
- Exhibit "K"** - Depiction of Park Access, Water Line, Wastewater Line, and Reuse Water Line, and Description of Right-of-Entry
- Exhibit "L"** - Form of Right-of-Entry

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

THE LANDOWNER:

CAUGHFIELD RANCH, LTD., a Texas limited partnership

By: Caughfield Ranch GP, LLC, a Texas limited liability company, its General Partner

By: _____
Garrett S. Martin, President

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2015 by Garrett S. Martin, President of Caughfield Ranch GP, LLC, a Texas limited liability company, general partner of Caughfield Ranch, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public Signature

(SEAL)

LEANDER:

CITY OF LEANDER, TEXAS

By: _____
_____, _____

Date: _____

ATTEST:

Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2015
by _____, _____ of the City of Leander, Texas, a home rule city, on
behalf of said city.

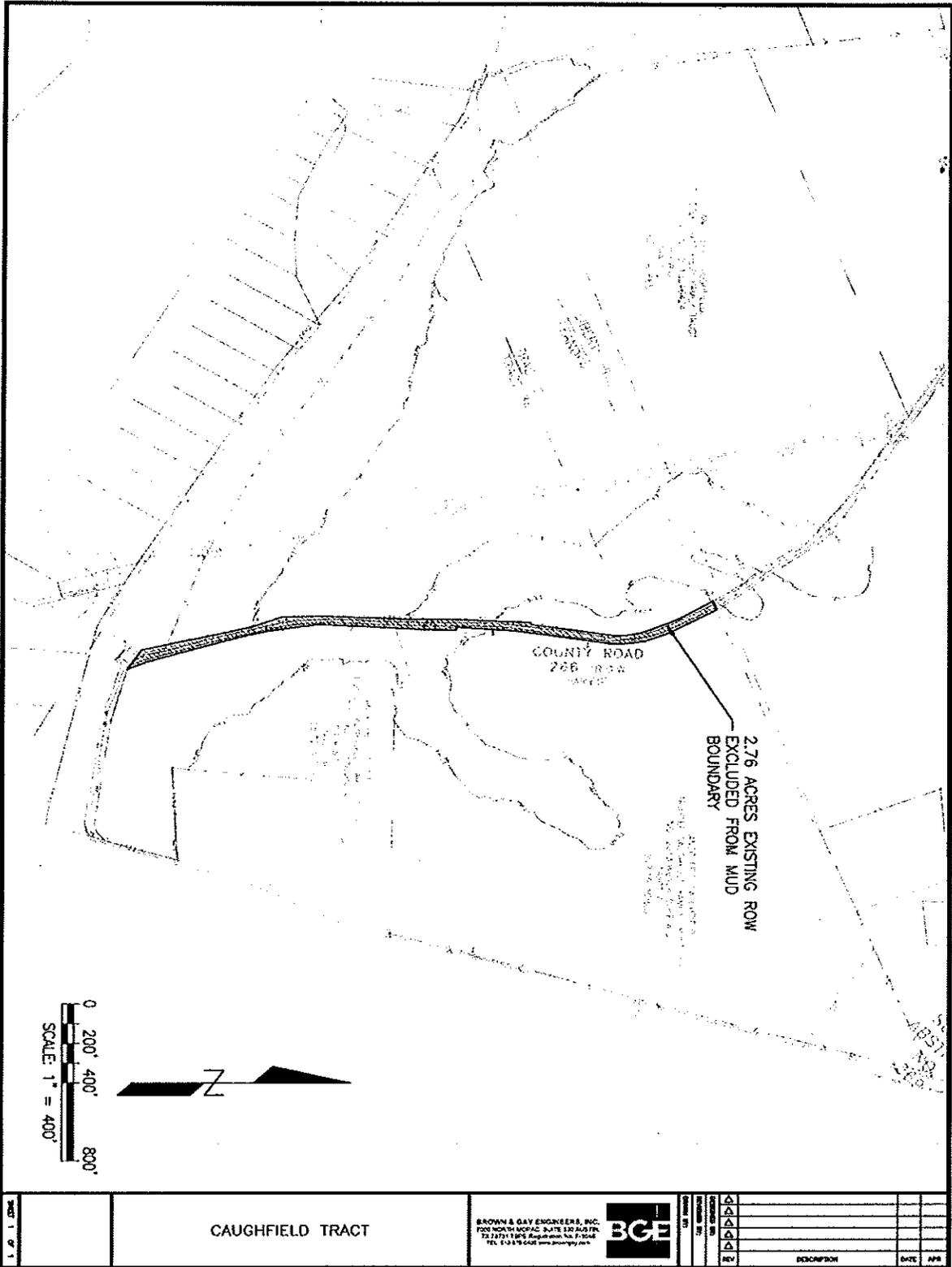
Notary Public Signature

(SEAL)

EXHIBIT A

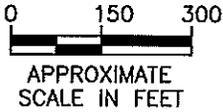
Approximately 186.71 acres of land, in Williamson County, Texas, consisting of the 103.78 acre tract more fully described on the attached **Exhibit A-1**, the 80.17 acre tract more fully described on the attached **Exhibit A-2**, and the 2.76 acre right-of-way tract described on the attached **Exhibit A-3**.

EXHIBIT A-3
2.76 Acres of Right-of-way



SURVEY SKETCH

5.854 ACRES OF LAND SITUATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT No. 521 AND WILLIAM MANSIL SURVEY, ABSTRACT No. 437 IN WILLIAMSON COUNTY, TEXAS, BEING DESCRIBED AS 6.669 ACRES OF LAND DESCRIBED IN DOCUMENT No. 199941118, SAVE AND EXCEPT 0.811 ACRES OF LAND DESCRIBED IN DOCUMENT No. 2013035735 IN THE OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

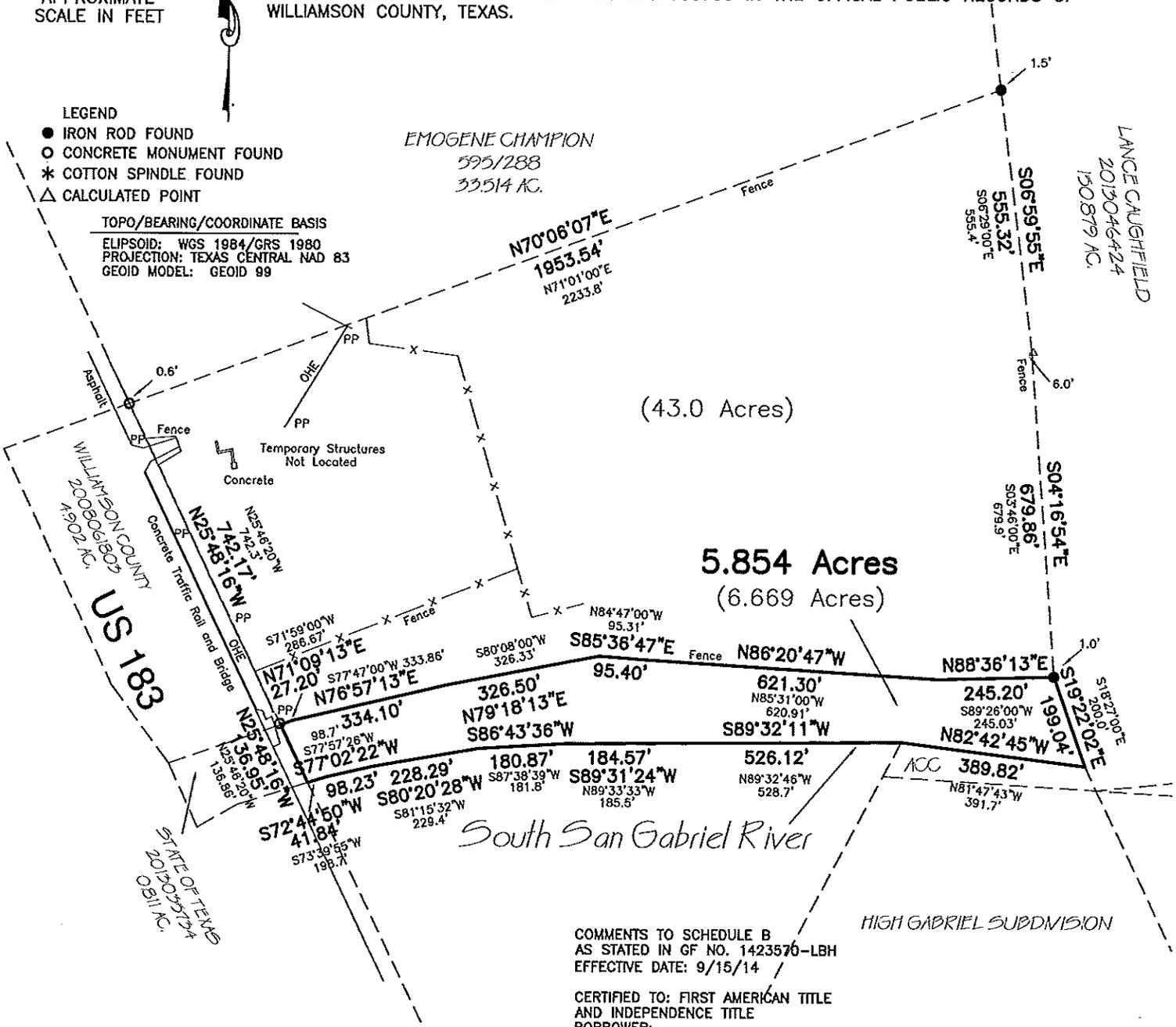


- LEGEND**
- IRON ROD FOUND
 - CONCRETE MONUMENT FOUND
 - * COTTON SPINDLE FOUND
 - △ CALCULATED POINT

TOPO/BEARING/COORDINATE BASIS
 ELIPSOID: WGS 1984/GRS 1980
 PROJECTION: TEXAS CENTRAL NAD 83
 GEOID MODEL: GEOID 99

EMOGENE CHAMPION
 595/288
 33,514 AC.

LANCE CAUGHFIELD
 2013046424
 150,879 AC.



COMMENTS TO SCHEDULE B
 AS STATED IN GF NO. 1423570-LBH
 EFFECTIVE DATE: 9/15/14

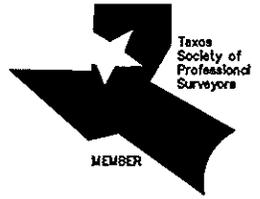
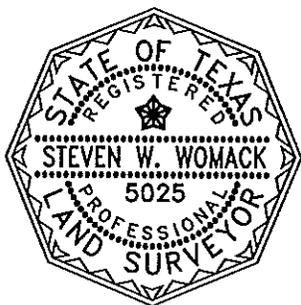
CERTIFIED TO: FIRST AMERICAN TITLE
 AND INDEPENDENCE TITLE
 BORROWER:
 INSURED: CITY OF LEANDER

COMMENTS:
 10. e. ELECT ESMT south of the San
 Gabriel River - DOES NOT AFFECT
 THIS TRACT.

A PORTION OF THE SURVEY SHOWN HEREON LIES WITHIN THE LIMITS OF A FLOOD HAZARD AREA OR WITHIN THE LIMITS OF THE 100 YEAR FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON COMMUNITY PANEL NO. 48491C0455E, DATED 9/26/08, FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II, LAND TITLE SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.

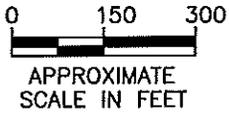
Steven Warner Womack
 Steven Warner Womack, RPLS, PLS, NCEES Date
 National Council of Examiners for Engineering and Surveying #1928
 Texas Registered Professional Land Surveyor #5025
 North Carolina Professional Land Surveyor # L-5043
 E-Mail: SWRPLS@gmail.com Phone/Text: (512) 638-0220



DATE: 11-12-2014
 DRAWN BY: Staff
 FILE NAME: 14-005.dwg
 PROJ. NO. : 14-005

SURVEY SKETCH

38.131 ACRES OF LAND SITUATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT No. 521 AND WILLIAM H. MONROE SURVEY, ABSTRACT No. 453 IN WILLIAMSON COUNTY, TEXAS, BEING DESCRIBED AS 43.0 ACRES OF LAND RECORDED IN VOLUME 595, PAGE 288, SAVE AND EXCEPT 4.902 ACRES OF LAND DESCRIBED IN DOCUMENT No. 2008061803 IN THE OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LEGEND

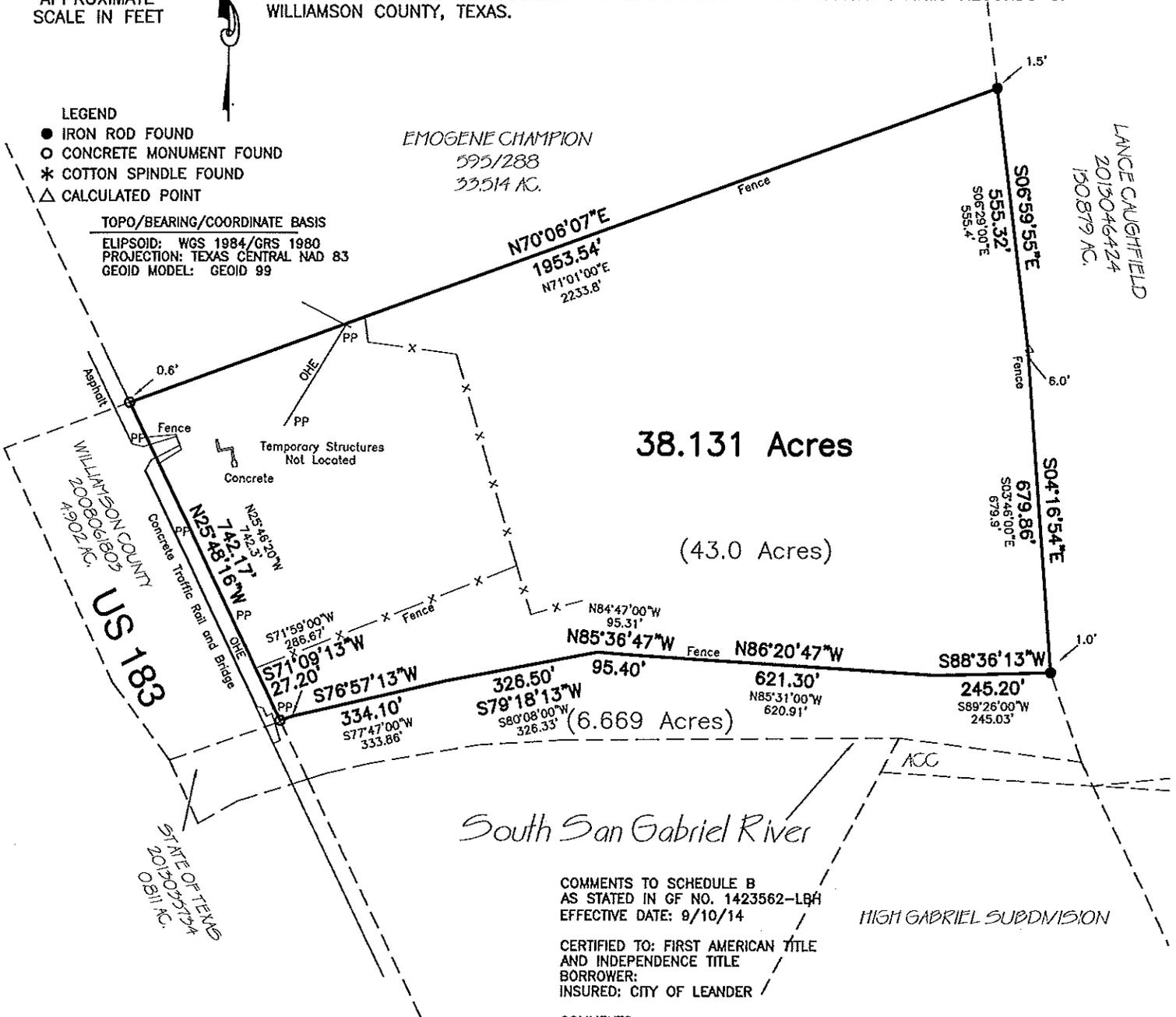
- IRON ROD FOUND
- CONCRETE MONUMENT FOUND
- * COTTON SPINDLE FOUND
- △ CALCULATED POINT

TOPO/BEARING/COORDINATE BASIS

ELIPSOID: WGS 1984/GRS 1980
 PROJECTION: TEXAS CENTRAL NAD 83
 GEOID MODEL: GEOID 99

EMOGENE CHAMPION
 595/288
 33,514 AC.

LANCE CAUGHFIELD
 2013046424
 150,879 AC.



COMMENTS TO SCHEDULE B
 AS STATED IN GF NO. 1423562-LB#
 EFFECTIVE DATE: 9/10/14

CERTIFIED TO: FIRST AMERICAN TITLE
 AND INDEPENDENCE TITLE
 BORROWER:
 INSURED: CITY OF LEANDER

COMMENTS:
 10. e. "BLANKET" 15' WIDE WATERLINE
 EASEMENT CENTERED ON PIPELINE -
 NOT LOCATED, DOES AFFECT THIS
 TRACT.
 10. f. BUFFER ZONE at Brushy Creek
 - DOES NOT AFFECT THIS TRACT.

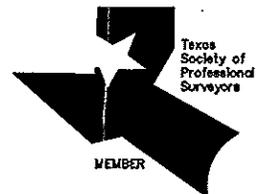
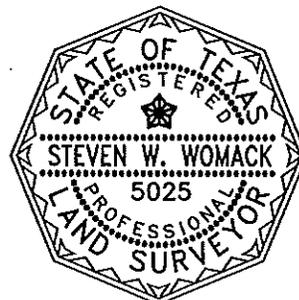
A PORTION OF THE SURVEY SHOWN HEREON LIES WITHIN THE LIMITS OF A FLOOD HAZARD AREA OR WITHIN THE LIMITS OF THE 100 YEAR FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON COMMUNITY PANEL NO. 48491C0455E, DATED 9/26/08, FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II, LAND TITLE SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.

Steven Warner Womack

12 Nov 2014

Steven Warner Womack, RPLS, PLS, NCEES Date
 National Council of Examiners for Engineering and Surveying #1928
 Texas Registered Professional Land Surveyor #5025
 North Carolina Professional Land Surveyor # L-5043
 E-Mail: SWRPLS@gmail.com Phone/Text: (512) 638-0220



DATE: 11-12-2014
 DRAWN BY: Staff
 FILE NAME: 14-005.dwg
 PROJ. NO. : 14-005

EXHIBIT "D"

PROJECT APPROVALS

If the Property remains in Leander's ETJ subject to Leander's development regulations, then the development of the Property will be subject to this Exhibit. Leander grants the following approvals and/or variances or exceptions to the Applicable City Rules and the Developer agrees to develop the Property in accordance with the following approvals and exceptions:

1. **Riparian Corridors.** A riparian setback will only be required along the riparian corridors identified on Exhibit D-1. The riparian setback area along the identified corridors may be modified (averaged) as long as the total area contained in the setback along the applicable corridor is not less than the total area indicated on Exhibit D-1.
2. **Tree Protection and Preservation.** The Developer will to comply with the tree protection and preservation regulations in effect on the Effective Date; provided that the City approves the following modifications to said regulations:
 - a. During the development process, the Developer agrees to use commercially reasonable efforts to preserve Heritage Trees where it is feasible to do so. Although the Developer will, subject to the mitigation requirements contained in this paragraph, have the sole discretion to determine what is commercially reasonable and, accordingly, which trees are to be removed in furtherance of its development plan, Leander will have the right to request that the Developer relocate right-of-way and easements based on the location of Heritage Trees in those areas and, if the Developer declines any relocation requested by the City, the Developer shall mitigate for the affected Heritage Trees as required by the Applicable City Rules.
 - b. Leander confirms that the homebuilder may remove Heritage Trees located from within the building pad site on each lot and an area extending five feet from the pad site under Leander's existing tree protection and preservation regulations without a permit or required mitigation. In addition, Leander agrees that the Developer will not be required to obtain a permit for and may remove up to 20% of the Heritage Trees located on the Property without required mitigation. Further, the Developer will not be required to mitigate for trees removed by Leander or on behalf of Leander, including from within the Force Main Easement location described on Exhibit H, or by the Developer if necessary for the installation of Park Infrastructure.
 - c. Leander authorizes and directs Leander's Planning Director to review and make the determination on applications for removal of Heritage Trees in excess of the removals authorized under Subsection b, above.
3. **Density and Development Standards.** The Property will be developed in compliance with the land uses, densities and development standards contained in the Concept Plan and the following land use chart. If there is any conflict between this paragraph and the Concept Plan, this paragraph will control. For the purpose of establishing development standards for the Project, the regulations for the following zoning districts, as set forth in the Zoning Ordinance, shall apply in the same manner as if the Property were located in Leander's city limits. The Developer shall be required to maintain a record of the allocation of lot types and submit a report of the proposed percentage of lot types and the overall total allocation of lot types with the submittal of each preliminary plat.

Residential Lot Standards

Lot Width	Percentage	Zoning District Standards
50 ft.	60% maximum	SFC-2-B
60 ft.	30% minimum	SFU-2-B
70 ft.	10% minimum	SFS-2-B

F.B. ROBINSON SURVEY
ABSTRACT NO. 524

43.00 ACRES
(TRACT ONE)
INA DALE CRAVEN
VOL. 595, PG. 288
D.R.W.C.T.

POINT OF BEGINNING
N: 10,198,621.64
E: 3,075,950.70

230.70 ACRES
CAUGHFIELD RANCH, LTD.
DOC. NO. 2014074560
O.P.R.W.C.T.

WILLIAM H. MONROE SURVEY
ABSTRACT NO. 453

6.669 ACRES
EMOGENE M. CHAMPION
DOC. NO. 2008083903
O.P.R.W.C.T.

WILLIAM H. MONROE SURVEY
ABSTRACT NO. 453

HENRY GARMES SURVEY
ABSTRACT NO. 269

HIGH GABRIEL EAST
SECTION 2
VOL. B, PG. 296-298
P.R.W.C.T.

2.448
ACRES

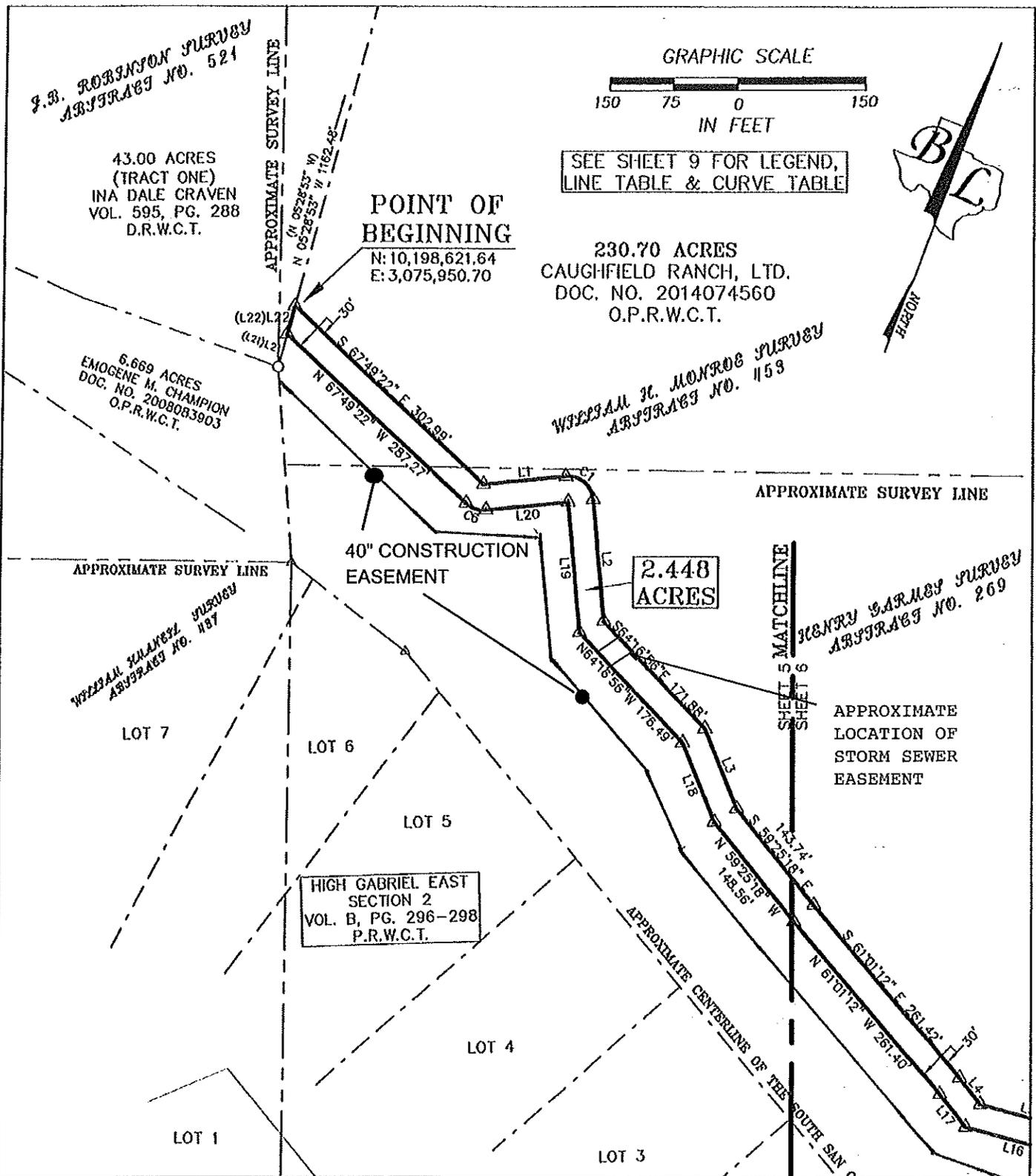
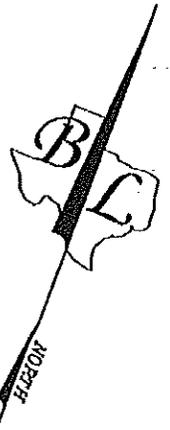
40" CONSTRUCTION
EASEMENT

APPROXIMATE
LOCATION OF
STORM SEWER
EASEMENT

GRAPHIC SCALE



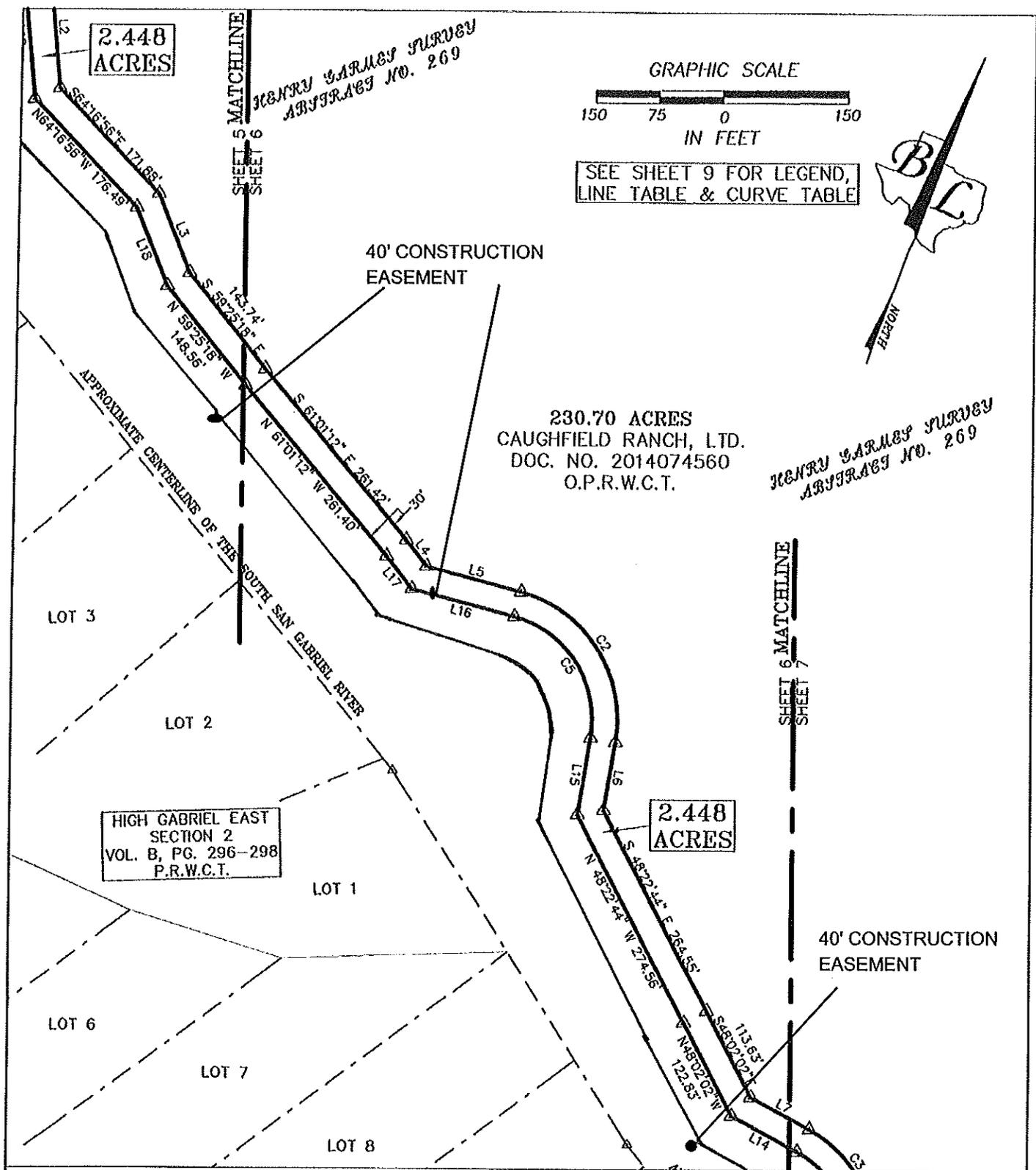
SEE SHEET 9 FOR LEGEND,
LINE TABLE & CURVE TABLE



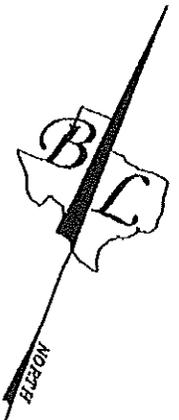
SKETCH TO ACCOMPANY FIELD NOTES OF 2.448 ACRES OF LAND, CONFIGURED AS A 30 FOOT WIDE STRIP, OUT OF THE HENRY GARMES SURVEY, ABSTRACT NO. 269 AND THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 230.70 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
Firm Registration Certificate #10015100
scott-baseline@austin.tx.com

File: I:\Projects\Caughfield\Draw\2.448 Acre Trail Easement.dwg	Layer State:	SHEET 05 of 09
Job No.	Scale (Hor.): 1"=100'	
Date: 07/22/15	Scale (Vert.):	
Checked By: RLW	Drawn By: JSL	



SEE SHEET 9 FOR LEGEND,
LINE TABLE & CURVE TABLE



230.70 ACRES
CAUGHFIELD RANCH, LTD.
DOC. NO. 2014074560
O.P.R.W.C.T.

HENRY GARMES SURVEY
ABSTRACT NO. 269

HIGH GABRIEL EAST
SECTION 2
VOL. B, PG. 296-298
P.R.W.C.T.

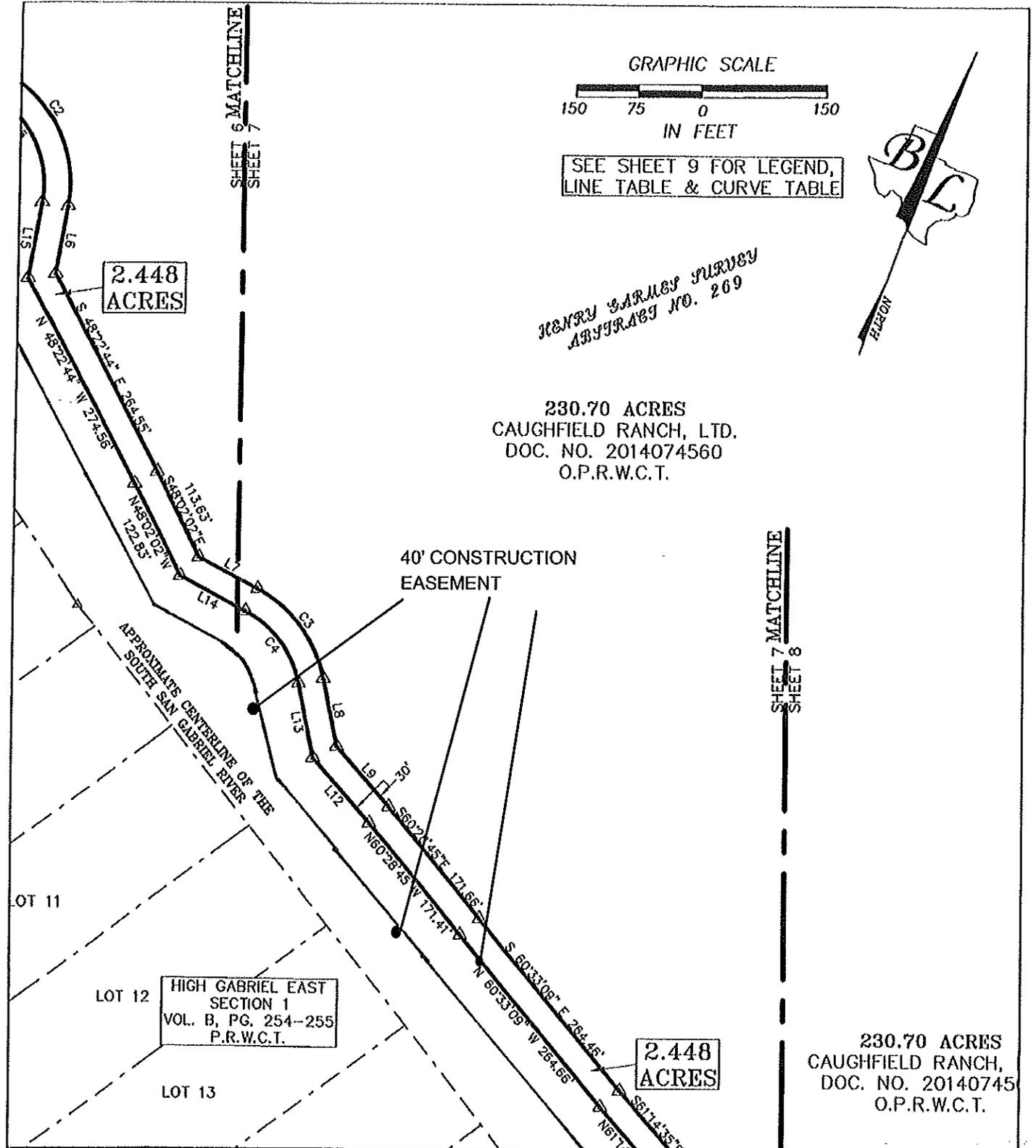
2.448
ACRES

SKETCH TO ACCOMPANY FIELD NOTES OF 2.448 ACRES OF LAND, CONFIGURED AS A 30 FOOT WIDE STRIP, OUT OF THE HENRY GARMES SURVEY, ABSTRACT NO. 269 AND THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 230.70 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

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scott-baseline@austin.rr.com

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Job No.	Scale (Hor.): 1"=100'
Scale (Vert.):	Scale (Vert.):
Date: 07/22/15	Checked By: RLW
	Drawn By: JSL

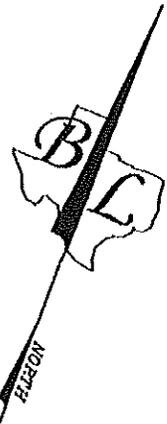
SHEET
06 of 09



GRAPHIC SCALE



SEE SHEET 9 FOR LEGEND,
LINE TABLE & CURVE TABLE



HENRY GARMES SURVEY
ABSTRACT NO. 269

230.70 ACRES
CAUGHFIELD RANCH, LTD.
DOC. NO. 2014074560
O.P.R.W.C.T.

40' CONSTRUCTION
EASEMENT

2.448
ACRES

LOT 12 HIGH GABRIEL EAST
SECTION 1
VOL. B, PG. 254-255
P.R.W.C.T.

2.448
ACRES

230.70 ACRES
CAUGHFIELD RANCH,
DOC. NO. 20140745
O.P.R.W.C.T.

SKETCH TO ACCOMPANY FIELD NOTES OF 2.448 ACRES OF LAND, CONFIGURED AS A 30 FOOT WIDE STRIP, OUT OF THE HENRY GARMES SURVEY, ABSTRACT NO. 269 AND THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 230.70 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
Firm Registration Certificate #10015100
scott-baseline@austin.rr.com

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Job No.:	Scale (Vert.):
Scale (Hor.): 1"=100'	Scale (Vert.):
Date: 07/22/15	Checked By: RLW
	Drawn By: JSL

SHEET
07 of 09

GRAPHIC SCALE



SEE SHEET 9 FOR LEGEND,
LINE TABLE & CURVE TABLE



HENRY GARMES SURVEY
ABSTRACT NO. 269

230.70 ACRES
CAUGHFIELD RANCH, LTD.
DOC. NO. 2014074560
O.P.R.W.C.T.

327.79 ACRES
CAUGHFIELD RANCH, LTD.
DOC. NO. 2014074560
O.P.R.W.C.T.

2.448
ACRES

40' CONSTRUCTION
EASEMENT

SOUTH SAN GABRIEL RANCHES
VOL. B, PG. 86-87
P.R.W.C.T.

APPROXIMATE CENTERLINE OF THE
SOUTH SAN GABRIEL RIVER

COUNTY ROAD 266
(R.O.W. VARIES)

SKETCH TO ACCOMPANY FIELD NOTES OF 2.448 ACRES OF LAND, FIGURED AS A 30 FOOT WIDE STRIP, OUT OF THE HENRY GARMES SURVEY, ABSTRACT NO. 269 AND THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 230.70 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
Firm Registration Certificate #10015100
scott-baseline@austin,rr.com

File: Projects Caughfield Dwg 2.448 Acre Trail Easement.dwg	
Job No.	Layer State:
Scale (Hcr.): 1"=100'	Scale (Vert.):
Date: 07/27/15	Checked By: RLIV Drawn By: JSL

SHEET
08 of 09

J. Scott Laswell
7/23/15



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 63°40'24" E	95.41'
L2	S 26°19'36" E	141.46'
L3	S 42°43'08" E	100.03'
L4	S 59°20'35" E	39.44'
L5	N 84°04'04" E	115.46'
L6	S 11°10'07" E	81.03'
L7	S 82°26'54" E	79.37'
L8	S 32°14'00" E	81.99'
L9	S 61°30'27" E	94.43'
L10	N 29°51'22" E	3.34'
(L10)	N 29°51'22" E	
L11	S 29°51'22" W	31.05'
(L11)	S 29°51'22" W	
L12	N 61°30'27" W	101.99'
L13	N 32°14'00" W	89.82'
L14	N 82°26'54" W	88.66'
L15	N 11°10'07" W	91.13'
L16	S 84°04'04" W	125.38'
L17	N 59°20'35" W	48.91'
L18	N 42°43'08" W	98.72'
L19	N 26°19'36" W	151.78'
L20	S 63°40'24" W	95.41'
L21	S 05°28'53" E	38.86'
(L21)	S 05°28'53" E	
L22	N 05°28'53" W	33.87'
(L22)	N 05°28'53" W	

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	30.00	47.12	90°00'00"	S 71°19'36" E	42.43
C2	155.00	229.31	84°45'48"	S 53°33'01" E	208.96
C3	155.00	135.84	50°12'53"	S 57°20'27" E	131.54
C4	125.00	109.55	50°12'53"	N 57°20'27" W	106.08
C5	125.00	184.92	84°45'48"	N 53°33'01" W	168.52
C6	30.00	25.40	48°30'14"	S 87°55'31" W	24.64

LEGEND

- 1/2" REBAR FOUND
- ▲ NAIL FOUND
- △ CALCULATED POINT
- () RECORD INFO. PER DOC. NO. 2014074560, O.P.R.W.C.T.
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD 83/96 CORRS.

SKETCH TO ACCOMPANY FIELD NOTES OF 2.448 ACRES OF LAND, CONFIGURED AS A 30 FOOT WIDE STRIP, OUT OF THE HENRY GARMES SURVEY, ABSTRACT NO. 269 AND THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 230.70 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
Firm Registration Certificate #10015100
scott-baseline@austin.tx.com

File: [Projects\Caughfield\Draw\2.448 Acre Trail Easement.dwg	
Job No.	Layer State:
Scale (Hor.): 1"=100'	Scale (Vert.):
Date: 07/22/15	Checked By: RLW Drawn By: JSL

Arterial A1 Alignment



DATE: 11/11/2011	PROJECT: SAN CARLOS STREE	SCALE: 1" = 100'
DRAWN BY: J. BROWN	CHECKED BY: J. BROWN	DATE: 11/11/2011
DESIGNED BY: J. BROWN	APPROVED BY: J. BROWN	DATE: 11/11/2011
PROJECT NO: 11-1000	PROJECT NAME: SAN CARLOS STREE	PROJECT LOCATION: SAN CARLOS STREE

NOT TO SCALE
FOR INFORMATION ONLY
DO NOT CONSIDER THIS AS A FINAL DESIGN
ALL RIGHTS RESERVED

EXHIBIT



1.861 ACRES
FORCE MAIN EASEMENT
DOC. No. _____

W.C. WEDEMEYER
972.33 ACRES
VOL. 343 PG. 553
O.P.R.W.C.T.

N: 10198296.4785
E: 3080448.1896

N08°53'26"W
123.74'

N: 10198174.2214
E: 3080467.3138

327.79 ACRES
CAUGHFIELD RANCH, LTD.
DOC. NO. 2014074560
O.P.R.W.C.T.

CENTERLINE OF PROPOSED ROAD

A.S. EVENT CENTER
10.0 ACRES
DOC. NO. 2003090619

W.C. WEDEMEYER
972.33 ACRES
VOL. 343 PG. 553
O.P.R.W.C.T.

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

	Carlson, Brigrance & Doering, Inc.	
	FIRM ID #F3791	REG. # 10024900
Civil Engineering 5501 West William Canyon Phone No. (512) 289-5169		Surveying Austin, Texas 78749 Fax No. (512) 289-5165

PATH:- J:\4750\SRVY BASE

**WASTEWATER EASEMENT
AND TEMPORARY WORK AND CONSTRUCTION EASEMENT**

DATE: September ____, 2015

GRANTOR: **CAUGHFIELD RANCH, LTD.**, a Texas limited partnership

GRANTOR'S MAILING ADDRESS (including County): 9111 Jollyville Road, Suite 111,
Austin, Travis County, Texas 78759

GRANTEE: **CITY OF LEANDER, TEXAS**

GRANTEE'S MAILING ADDRESS (including County): P.O. Box 319, Leander, Williamson
County, Texas 78646

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt
and sufficiency of which are hereby acknowledged.

LIENHOLDER(S): The Northern Trust Company

LIENHOLDER'S MAILING ADDRESS (including County): Main Banking Building Office, 50 S.
LaSalle Street, Chicago, Cook County, Illinois 85016

EASEMENT TRACT:

A fifteen-foot (15') wide tract or parcel of land located in Williamson County,
Texas, being more fully described in **Exhibits "A-1" and "A-2"** attached hereto
and made a part hereof for all purposes.

RIGHT OF WAY TRACT:

A fifteen-foot (15') wide tract or parcel of land located in Williamson County,
Texas, being more fully described in **Exhibit "A-3"** attached hereto and made a part
hereof for all purposes

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and
conveys to **GRANTEE**, its successors and assigns, an exclusive (except as otherwise provided
below), perpetual easement for the purpose of placing, constructing, operating, repairing,
maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed,
operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements
reasonably necessary and useful for wastewater mains, lines and pipes, and the supplying of
sanitary sewer and making connections thereto (the "Facilities"), in, upon, under and across the
EASEMENT TRACT more fully described in **Exhibits "A-1" and "A-2"** attached hereto and the
RIGHT OF WAY TRACT more fully described in **Exhibits "A-3"** attached hereto (the
"Wastewater Easement").

In addition, **GRANTOR**, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, a temporary work and construction easement (the "Temporary Construction Easement") for use by Grantee, its contractors, subcontractors, agents and engineers, during the design and construction of the Facilities on, over, and across the following described parcel of land:

A forty foot (40') wide tract or parcel of land, immediately adjacent and parallel to the westerly boundary of the Easement Tract, located in Williamson County, Texas, and being more particularly described and depicted on the sketches included in Exhibits "A-1" and "A-2" attached hereto and incorporated herein for all purposes and, subject to the provisions related to the Right of Way Tract contained herein, Exhibit "A-3" attached hereto and incorporated herein for all purposes (the "Temporary Easement Tract");

together with the right and privilege at any and all times while this Temporary Construction Easement shall remain in effect, to enter the Temporary Easement Tract, or any part thereof, for the purpose of making soils tests within the Easement Tract and, subject to the provisions related to the Right of Way Tract contained herein, the Right of Way Tract, and designing and constructing the Facilities; and provided further that, upon the completion and acceptance by **GRANTEE** of the Facilities, this Temporary Construction Easement shall terminate, expire and be of no further force and effect and, upon such expiration, **GRANTEE** covenants and agrees, promptly upon **GRANTOR'S** request, to execute, acknowledge where necessary and deliver to **GRANTOR** an instrument in a form acceptable to **GRANTOR** and **GRANTEE** that may be recorded in the Williamson County Property Records evidencing **GRANTEE'S** acceptance of the Facilities and termination of this Temporary Construction Easement. If this Temporary Construction Easement has not sooner expired, it will in any event terminate and be of no further force or effect on September 3, 2020.

This Wastewater Easement and Temporary Construction Easement are granted and accepted subject to the following terms:

1. Grantor reserves the right to use the Easement Tract, the Right of Way Tract, and the Temporary Easement Tract for all purposes that do not unreasonably interfere with or prevent Grantee's use of such property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor reserves and will have the right to place, construct, install, extend, operate, repair, replace and maintain roadways, driveways, sidewalks, trails, drainage, irrigation, lighting, landscaping and signage (the "Improvements") on, in, under, over and across the Easement Tract, the Right of Way Tract, and Temporary Easement Tract, and to dedicate and grant public or private easements for such purposes, so long as such use and such easements do not unreasonably interfere with or prevent Grantee's use of the Easement Tract and the Right of Way Tract and, during its term, the Temporary Easement Tract as provided herein. Grantor further reserves the right

{W0662781.9}

to cross the Easement Tract, Right of Way Tract, and Temporary Easement Tract with any and all private and public utilities and to grant easements for those purposes; provided that no such easement or crossing materially interferes with or prevents the use of the Easement Tract and, subject to terms contained herein regarding the Right of Way Tract, the Right of Way Tract, and, during its term, the Temporary Easement Tract by Grantee as contemplated herein, and provided further that the right reserved herein allows public and private utilities to cross the Easement Tract, the Right of Way Tract, and Temporary Easement Tract only, and does not allow Grantor to place public and private easements parallel to the Facilities within the Easement Tract and Right of Way Tract. But Grantor may not construct any buildings or similar structures on the Easement Tract or Right of Way Tract. Grantor shall be responsible for the cost of removing any improvements that are not permitted under this Paragraph 1 in the event the Grantee is required to remove or alter them in order to exercise Grantee's rights hereunder.

2. Grantee and its successors, assigns, and contractors (the "*Grantee Parties*") must confine their work to the Easement Tract, Right of Way Tract and/or Temporary Easement Tract, as applicable and may not use or enter any portion of Grantor's other property for access or any other purposes. Grantee will be responsible for either the immediate correction of or prompt reimbursement to Grantor for, any damage to any other property of Grantor directly caused by the activities of the Grantee Parties.
3. Portions of the wastewater force mains will be (a) installed at a depth of thirteen feet and/or be encased in steel at the approximate locations depicted on the sketches included in **Exhibits "A-1" and "A-2"**. Grantee will reasonably cooperate with Grantor in response to reasonable requests pertaining to the design of the wastewater force mains during the design phase, provided that the cost of construction of the wastewater force mains is not increased and the completion of the design of the force mains is not delayed as a result of such cooperation. The construction plans for the wastewater force mains will include the locations where the thirteen foot depth and/or encasement is required, provided that, after construction commences, the parties may mutually agree upon minor changes in the design or location that do not result in an increase in the construction costs or time for completion of the wastewater force mains and that do not require a change to the approved plans. Grantor and Grantee agree to cooperate to adjust the boundaries of the easement if required to avoid the removal of Heritage Trees so long as such changes that do not result in an increase in the construction costs or time for completion of the wastewater force mains, or result in an increase in costs to or loss of developable area by Grantor.
4. All activities of the Grantee Parties on or within the Easement Tract, Right of Way Tract and/or Temporary Easement Tract, as applicable, must be performed in compliance with all applicable laws. No fuel or hazardous material storage tanks may be placed on or within the Easement Tract, Right of Way Tract and/or Temporary Easement Tract, as applicable. No hazardous materials, including oil or fuel, may be stored, discharged, released or disposed of on or within the Easement Tract, Right of Way Tract and/or Temporary Easement Tract, as applicable. At all times during any construction or other permitted activity within the Easement Tract Right of Way Tract and/or Temporary Easement Tract, as applicable, the

Grantee Parties must keep the work site in a neat, safe and orderly condition.

5. At all times during any construction or other activity which disturbs the surface of the Easement Tract, Right of Way Tract and/or Temporary Easement Tract, as applicable, silt fencing must be installed and maintained in good condition around the perimeter of the work area.
6. Access to the Easement Tract, Right of Way Tract and/or Temporary Easement Tract, as applicable, must be from public right-of-way or from property owned by Grantee only. No access may be obtained upon or across any other property of Grantor unless pursuant to a separate temporary construction easement granted by Grantor. Grantee must enforce this requirement on its contractors, subcontractors and assignees and other Grantee Parties.
7. Within two weeks of completion of any construction, repair or other activity that disturbs the surface of the ground within the Easement Tract, Right of Way Tract and/or, during its term, the Temporary Easement Tract, as applicable, Grantee must restore the affected area to substantially the same condition that existed prior to the commencement of the activity. Revegetated areas must be irrigated by Grantee as required to obtain satisfactory vegetative cover, at Grantee's sole expense. Upon completion of any required revegetation, Grantee must remove all erosion control materials. Upon termination of the Temporary Construction Easement, Grantee must restore the surface of the Temporary Easement Tract as provided in this paragraph to substantially the same condition that existed prior to the commencement of the activity, at Grantee's sole expense.
8. To the extent authorized by law, Grantee will be liable for all damage or injury to persons or property directly resulting from the activities of the Grantee Parties in coming upon or performing work on the Easement Tract, Right of Way Tract and/or Temporary Easement Tract, as applicable, or from the construction, repair, operation, maintenance or use of any Facilities within such areas. Grantee will require each of its contractors to obtain and maintain in effect at all times during which such contractors are performing work on or within the Easement a policy or policies of insurance, in a minimum amount of \$1,000,000 per occurrence, insuring against liability for bodily injury, personal injury, death, or property damage, which will name Grantor as an additional insured. This liability insurance will provide that it may not be canceled without at least 30 days written notice to Grantor and satisfactory proof of this insurance must be provided to Grantor prior to the contractor in question entering upon or commencing any construction activity on or within the Easement Tract, Right of Way Tract or Temporary Easement Tract, as applicable. Each of the Grantee Parties will be solely responsible for the safety of all of its employees, contractors, consultants, subcontractors, invitees and agents.
9. If Grantee defaults in the performance of its obligations hereunder, Grantor, after providing written notice to Grantee and a reasonable period of time, not to exceed 30 days, to cure the alleged default, will be entitled to pursue all remedies available at law or in equity. In the event of any litigation, mediation or arbitration concerning this Agreement, or the rights or obligations of the parties hereunder, a party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation, mediation, or arbitration between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

The foregoing terms are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective successors and assigns.

TO HAVE AND TO HOLD the above-described Wastewater Easement and Temporary Construction Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind itself, and its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement on the Easement Tract and the portion of the Temporary Easement Tract adjacent to the Easement Tract unto **GRANTEE**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under GRANTOR, but not otherwise, subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Tract and the portion of the Temporary Easement Tract adjacent to the Easement Tract, as applicable, to the extent and only to the extent, that the same may still be in force and effect, and either of record in the Office of the County Clerk of Williamson County, Texas, or apparent on the ground. GRANTEE acknowledges that the easement on the Right of Way Tract and the portion of the Temporary Easement Tract adjacent to the Right of Way Tract is currently located within public right-of-way and agrees that GRANTOR will have the right to seek the vacation of such right-of-way. GRANTEE agrees not to contest the such vacation provided that the vacation is subject to GRANTEE'S rights under this instrument. The easement on the Right of Way Tract and the portion of the Temporary Easement Tract adjacent to the Right of Way Tract is granted and conveyed by GRANTOR without representation or warranty and accepted by GRANTEE on that basis.

Caughfield Ranch, Ltd., a Texas limited partnership

By: Caughfield Ranch GP, LLC, a Texas limited liability company, its General Partner

By: _____
Garrett S. Martin, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2015, by Garrett S. Martin, President of Caughfield Ranch GP, LLC, a Texas limited liability company, the general partner of Caughfield Ranch, Ltd., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

(SEAL)

Notary Public, State of Texas

ACCEPTED BY THE CITY OF LEANDER, TEXAS (Grantee):

Christopher Fielder, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of ____ 2015.

Notary Public-State of Texas

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

20.00 ACRES
CITY OF LIBERTY HILL
DOC. NO. 2012032250
O.P.R.W.C.T.

LOT 2
(6.00 ACRES)
HAMILTON SUBDIVISION
DOC. NO. 1993014740
O.P.R.W.C.T.

POINT OF BEGINNING
N: 10,202,331.45
E: 3,074,562.71

**0.767
ACRES**

230.70 ACRES
CAUGHFIELD RANCH, LTD.
DOC. NO. 2014074560
O.P.R.W.C.T.

4.01 ACRES
DAVID HARP
CYNTHIA MARIE CAUGHFIELD HARP
DOC. NO. 1996021719
O.P.R.W.C.T.

34.746 ACRE
REMAINDER OF
43 ACRES
JOHN T. MASON
"TRACT FOUR"
VOL. 595, PG. 288
O.R.W.C.T.

APPROXIMATE SURVEY LINE

*S. Lee Howard
8/20/15*



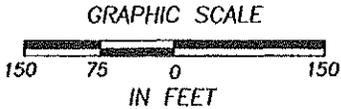
WILLIAM H. MONROE SURVEY
ABSTRACT NO. 453

J.B. ROBINSON SURVEY
ABSTRACT NO. 521

40' CONSTRUCTION
EASEMENT

SHEET 3 MATCHLINE
SHEET 4

230.70 ACRES
CAUGHFIELD RANCH, LTD.
DOC. NO. 2014074560
O.P.R.W.C.T.



SKETCH TO ACCOMPANY FIELD NOTES OF 0.767 OF ONE ACRE OF LAND, CONFIGURED AS A 15 FOOT WIDE STRIP, OUT OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 230.70 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

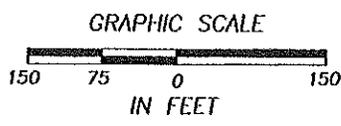
BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
Firm Registration Certificate #10015100
scott@baseline@austlnls.com

File: Projects\Caughfield\0.767 Acre Force Main Easement.dwg	Layer State:
Job No.:	Scale (Hor.): 1"=100'
Date: 08/20/15	Scale (Vert.):
Checked By: RLW	Drawn By: JSL

SHEET
03 of 04

J.C. MONROE SURVEY
 SURVEY NO. 453

SHEET 3 MATCHLINE
 SHEET 4



230.70 ACRES
 CAUGHFIELD RANCH, LTD.
 DOC. NO. 2014074560
 O.P.R.W.C.T.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1080.00	952.11	51°27'51"	S 60°02'21" E	920.43
C2	1045.00	955.64	51°02'29"	N 79°28'11" W	949.31

230.70 ACRES
 CAUGHFIELD RANCH, LTD.
 DOC. NO. 2014074560
 O.P.R.W.C.T.

0.767
 ACRES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 20°42'08" W	15.00'
(L1)	N 20°42'08" W	
L2	N 20°42'08" W	25.00'
(L2)	N 20°42'08" W	
L3	S 48°10'46" E	99.87'
L4	S 33°58'33" E	47.32'
L5	S 23°23'53" E	115.08'
L6	S 29°39'15" E	37.28'
(L6)	S 29°39'15" E	
L7	N 23°23'53" W	126.90'
L8	N 33°58'33" W	44.06'
L9	N 48°10'46" W	98.30'

COUNTY ROAD 266
 (R.O.W. VARIES)
 N 29°39'15" W 304.45'
 (S 29°39'15" E)

40' CONSTRUCTION
 EASEMENT

327.79 ACRES
 CAUGHFIELD RANCH, LTD.
 DOC. NO. 2014074560
 O.P.R.W.C.T.

- 1/2" REBAR FOUND
- FENCE POST FOUND FOR CORNER
- 1/2" REBAR SET WITH PLASTIC CAP WHICH READS "BASELINE INC"
- △ CALCULATED POINT
- () RECORD INFO. PER DOC. NO. 2014074560, O.P.R.W.C.T.
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

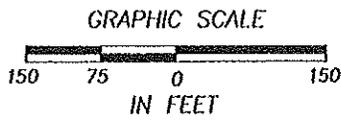
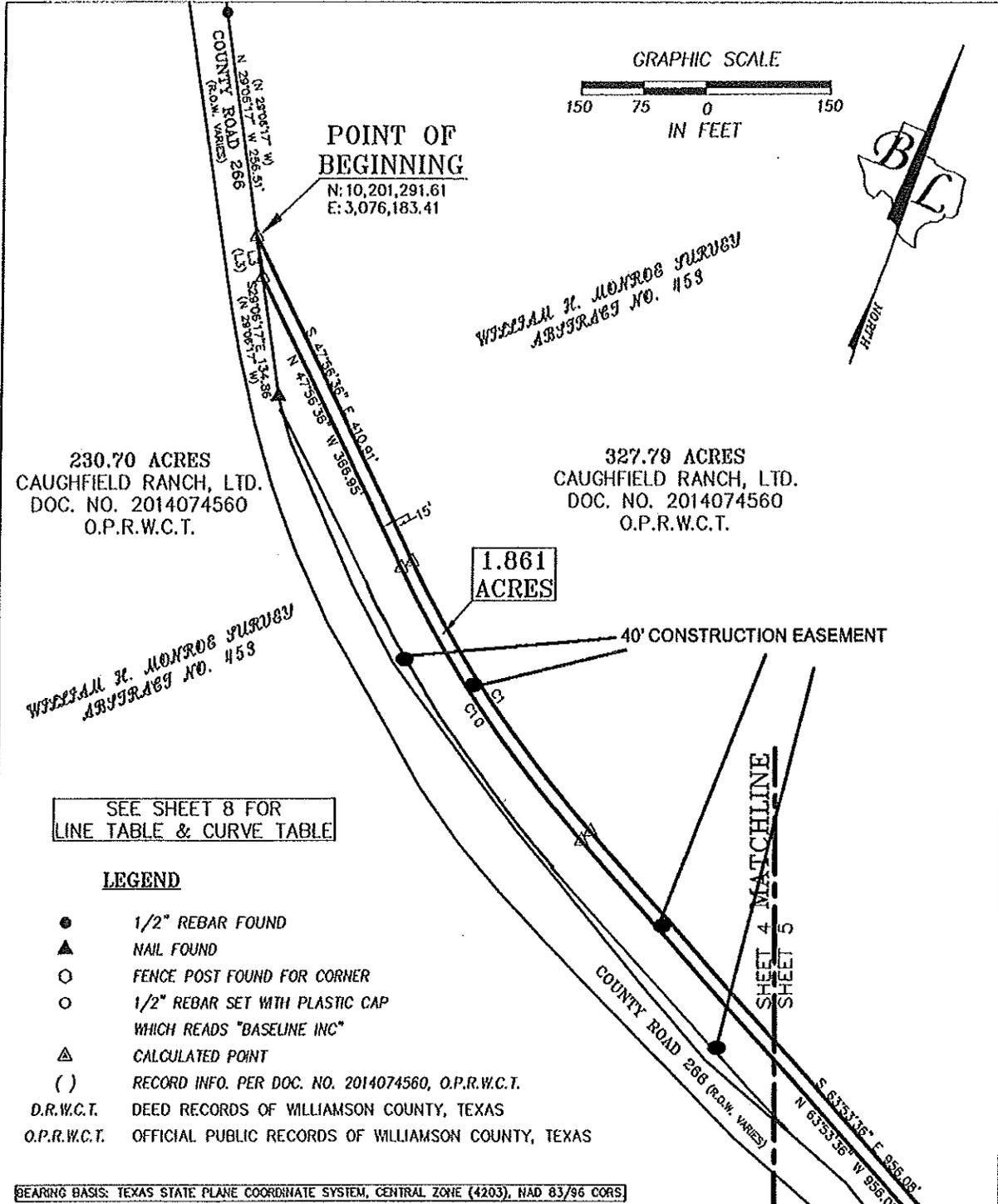
BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD 83/96 CORS

SKETCH TO ACCOMPANY FIELD NOTES OF 0.767 OF ONE ACRE OF LAND, CONFIGURED AS A 15 FOOT WIDE STRIP, OUT OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 230.70 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
 OFFICE: 512.374.9722 FAX: 512.873.9743
 Firm Registration Certificate #10015100
 scott@baseline@austin.tx.com

File: [Projects\Caughfield\Draw\0.767 Acre Force Main Easement.dwg]	Layer State:
Job No.:	Scale (ft/L.):
Scale (hor.): 1"=100'	Scale (vert.):
Date: 08/23/15	Checked By: RLW
	Drawn By: JSL

SHEET
 04 OF 04



POINT OF BEGINNING

N: 10,201,291.61
E: 3,076,183.41

230.70 ACRES
CAUGHFIELD RANCH, LTD.
DOC. NO. 2014074560
O.P.R.W.C.T.

327.79 ACRES
CAUGHFIELD RANCH, LTD.
DOC. NO. 2014074560
O.P.R.W.C.T.

**1.861
ACRES**

40' CONSTRUCTION EASEMENT

SEE SHEET 8 FOR
LINE TABLE & CURVE TABLE

LEGEND

- 1/2" REBAR FOUND
- ▲ NAIL FOUND
- FENCE POST FOUND FOR CORNER
- 1/2" REBAR SET WITH PLASTIC CAP WHICH READS "BASELINE INC"
- △ CALCULATED POINT
- () RECORD INFO. PER DOC. NO. 2014074560, O.P.R.W.C.T.
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

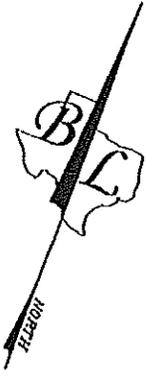
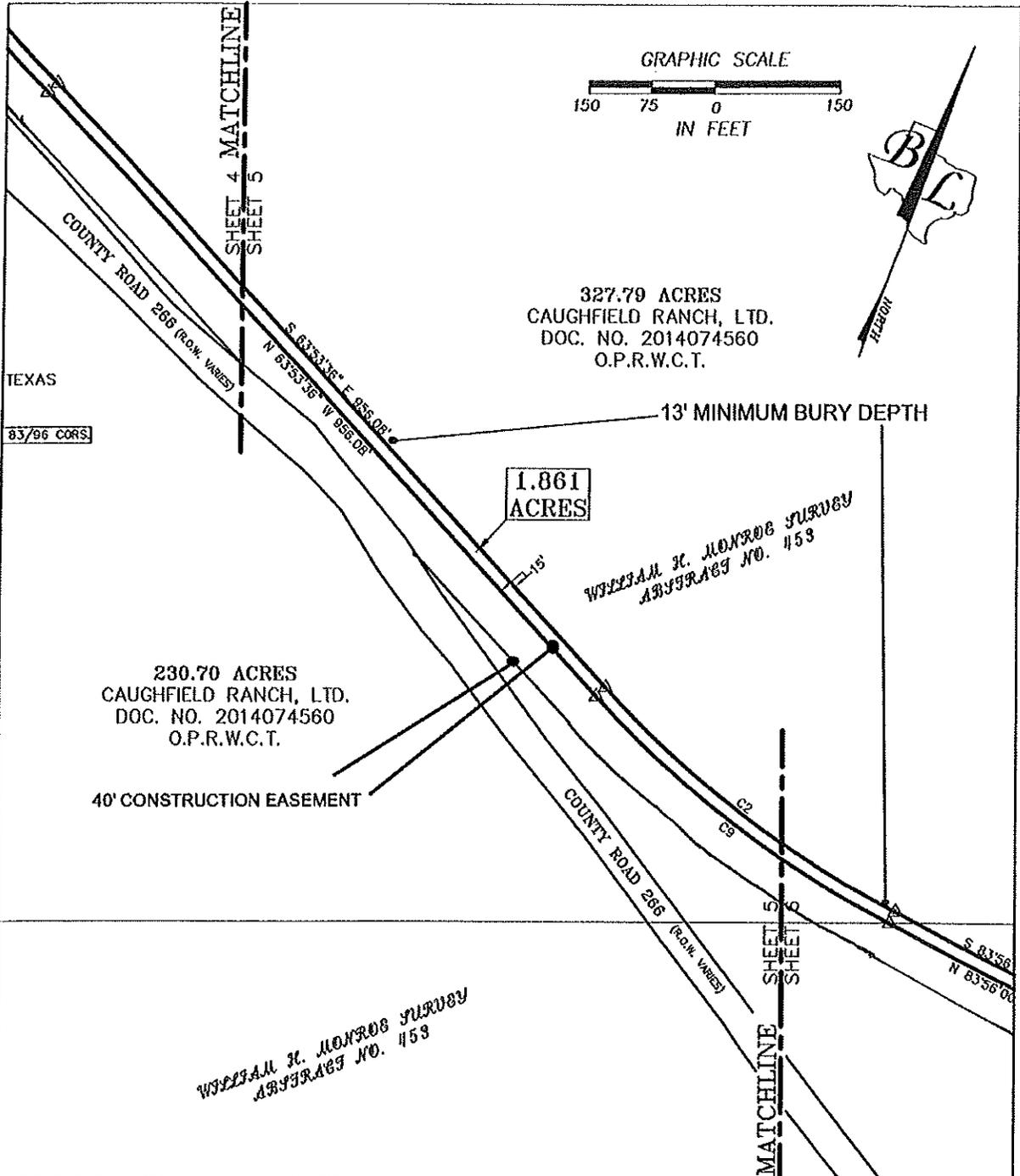
BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD 83/96 CORS

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BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
Firm Registration Certificate #10015100
scott-baseline@austin.tx.us

File: I:\Projects\Orig\field\Orig\1.861 Acre Force Main Easement.dwg	Layer State:
Job No.	Scale (Vert.):
Scale (Hor.): 1"=100'	Scale (Vert.):
Date: 08/20/15	Checked By: RLW Drawn By: JSL

SHEET
04 of 08



327.79 ACRES
CAUGHFIELD RANCH, LTD.
DOC. NO. 2014074560
O.P.R.W.C.T.

TEXAS
83/96 CORRS

230.70 ACRES
CAUGHFIELD RANCH, LTD.
DOC. NO. 2014074560
O.P.R.W.C.T.

1.861
ACRES

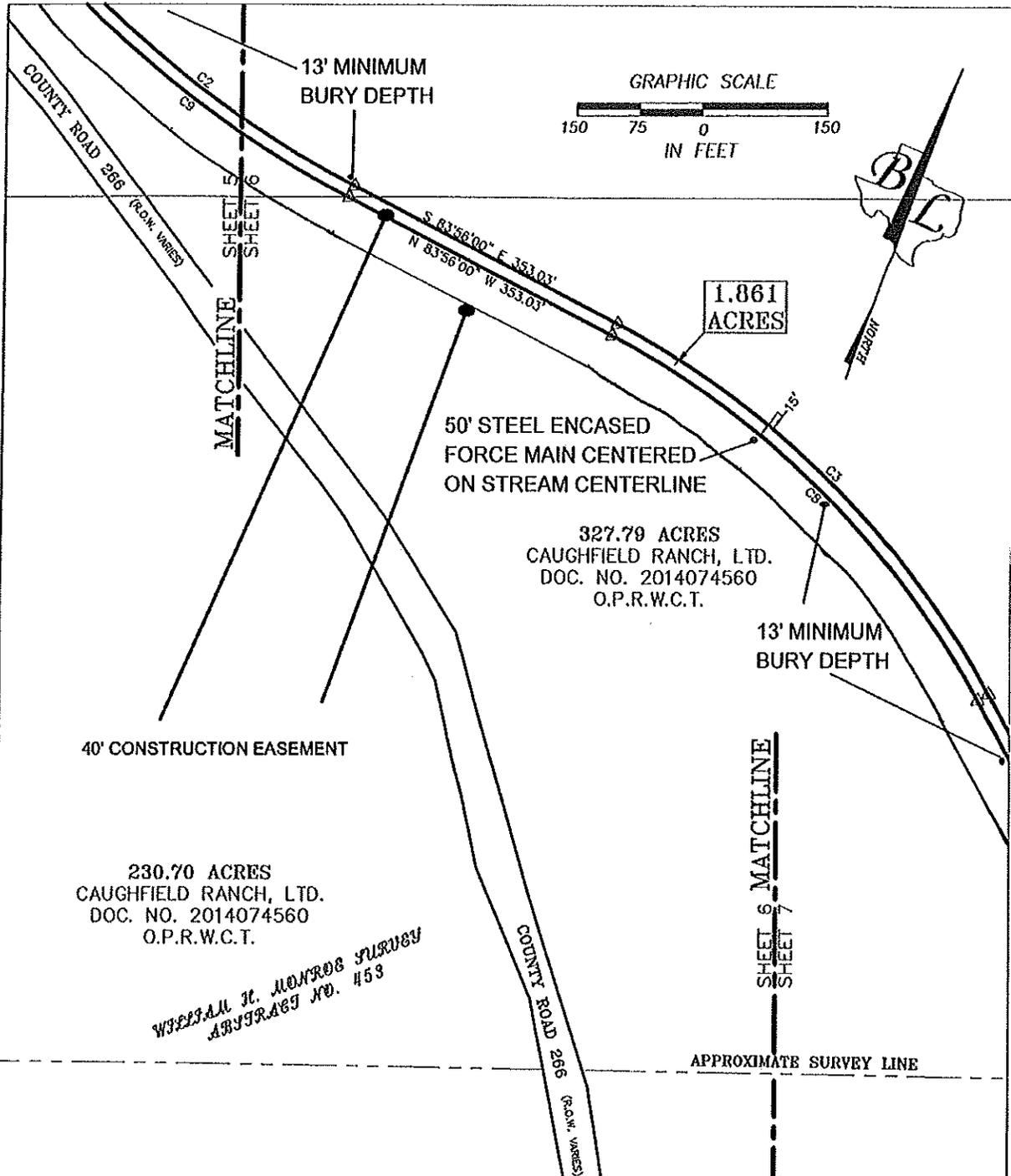
WILLIAM H. MONROE SURVEY
ABSTRACT NO. 453

WILLIAM H. MONROE SURVEY
ABSTRACT NO. 453

SKETCH TO ACCOMPANY FIELD NOTES OF 1.861 ACRES OF LAND, CONFIGURED AS A 15 FOOT WIDE STRIP, OUT OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453 AND THE HENRY GARMES SURVEY, ABSTRACT NO. 269, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 327.79 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE AUSTIN, TEXAS 78751
OFFICE: 512.374.9722 FAX: 512.873.9743
Firm Registration Certificate #10015100
scott.baseline@austlnr.com

File: \\projects\Coughfield\Draw\1.861 Acre Force Main Easement.dwg	SHEET
Job No. _____	05 of 08
Scale (Hor.): 1"=100'	
Date: 08/20/15	

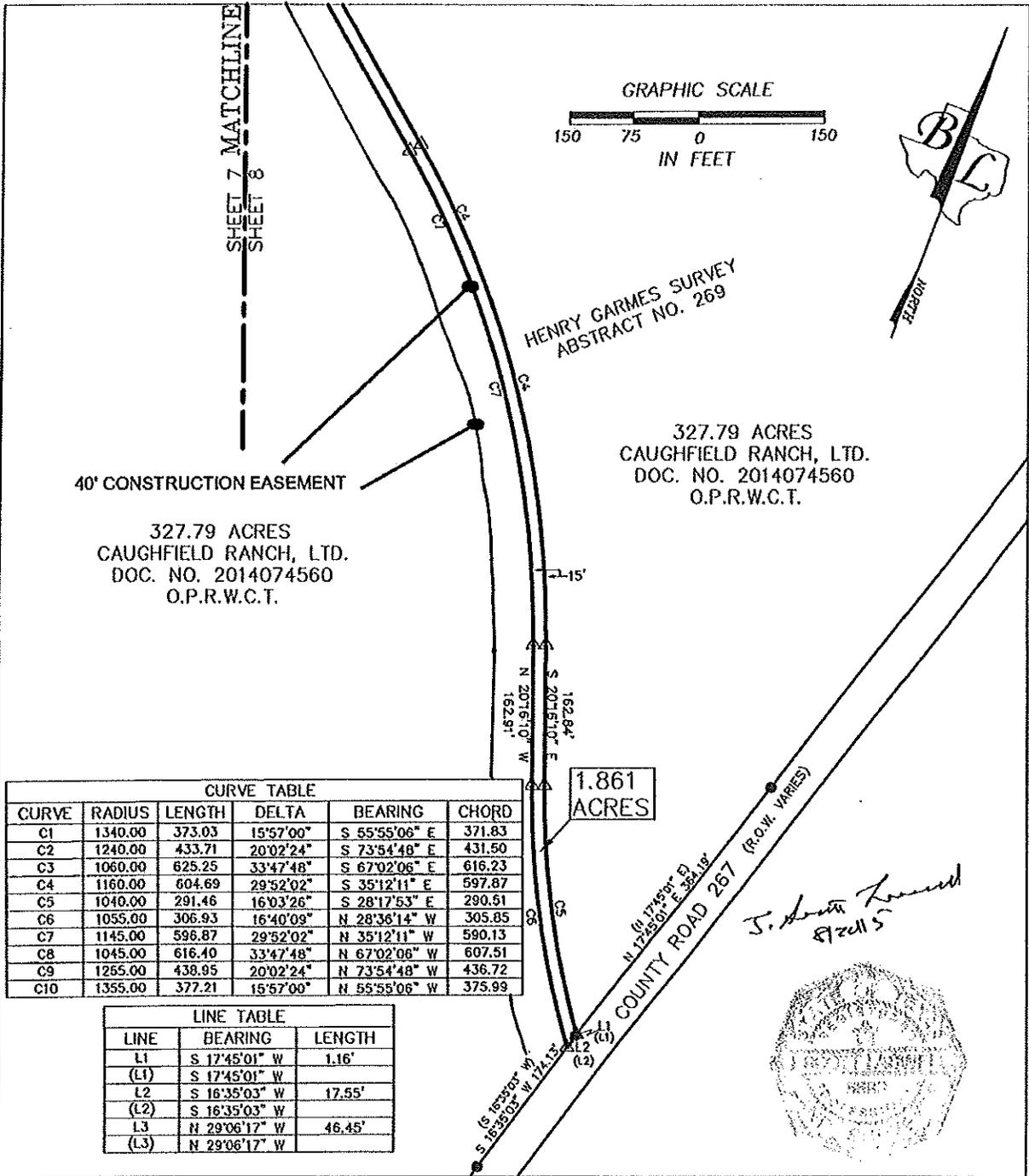


SKETCH TO ACCOMPANY FIELD NOTES OF 1.861 ACRES OF LAND, CONFIGURED AS A 15 FOOT WIDE STRIP, OUT OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453 AND THE HENRY GARMES SURVEY, ABSTRACT NO. 269, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 327.79 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
 OFFICE: 512.374.9722 FAX: 512.873.9743
 Firm Registration Certificate #10015100
 scott-baseline@austin.tx.com

File: I:\Projects\Coughfield\Draw\1.861 Acre Force Main Easement.dwg	Job No.:	Layer State:
Scale (Hor.): 1"=100'	Scale (Vert.):	
Date: 6/24/15	Checked By: RLW	Drawn By: JSL

SHEET
06 of 08



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1340.00	373.03	15°57'00"	S 55°55'06" E	371.83
C2	1240.00	433.71	20°02'24"	S 73°54'48" E	431.50
C3	1060.00	625.25	33°47'48"	S 67°02'06" E	616.23
C4	1160.00	604.69	29°52'02"	S 35°12'11" E	597.87
C5	1040.00	291.46	16°03'26"	S 28°17'53" E	290.51
C6	1055.00	306.93	16°40'09"	N 28°36'14" W	305.85
C7	1145.00	596.87	29°52'02"	N 35°12'11" W	590.13
C8	1045.00	616.40	33°47'48"	N 67°02'06" W	607.51
C9	1255.00	438.95	20°02'24"	N 73°54'48" W	436.72
C10	1355.00	377.21	15°57'00"	N 55°55'06" W	375.99

LINE TABLE

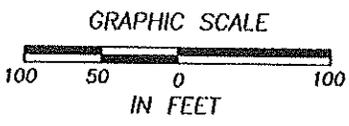
LINE	BEARING	LENGTH
L1	S 17°45'01" W	1.16'
(L1)	S 17°45'01" W	
L2	S 16°35'03" W	17.55'
(L2)	S 16°35'03" W	
L3	N 29°06'17" W	46.45'
(L3)	N 29°06'17" W	

SKETCH TO ACCOMPANY FIELD NOTES OF 1.861 ACRES OF LAND, CONFIGURED AS A 15 FOOT WIDE STRIP, OUT OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453 AND THE HENRY GARMES SURVEY, ABSTRACT NO. 269, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 327.79 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014074560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
 OFFICE: 512.374.9722 FAX: 512.873.9743
 Firm Registration Certificate #10015100
 scott-baseline@austin.tx.us

J. Scott Baseline
8/20/15

FILE: I:\projects\Caughfield\Draw\1.861 Acre Force Main Easement.dwg
 Job No. Layer State: SHEET
 Scale (Hor.): 1"=100' Scale (Vert.): 08 of 08
 Date: 08/20/15 Checked By: RLW Drawn By: JSL



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1060.00	114.77	06°12'14"	S 51°12'18" E	114.72
C2	1045.00	82.18	04°30'21"	N 50°11'46" W	82.16

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 29°06'17" E	46.44'
(L1)	S 29°06'17" E	
L2	N 47°56'36" W	40.99'
L3	N 29°39'15" W	37.28'
(L3)	N 29°39'15" W	

J. Scott Lurvey
7/22/15



POINT OF BEGINNING
N: 10,201,363.49
E: 3,076,094.00

0.041 ACRES

40' CONSTRUCTION EASEMENT

230.70 ACRES
CAUGHFIELD RANCH, LTD.
DOC. NO. 2014074560
O.P.R.W.C.T.

327.79 ACRES
CAUGHFIELD RANCH, LTD.
DOC. NO. 2014074560
O.P.R.W.C.T.

LEGEND

- 1/2" REBAR FOUND
- ▲ NAIL FOUND
- FENCE POST FOUND FOR CORNER
- △ CALCULATED POINT
- () RECORD INFO. PER DOC. NO. 2014074560, O.P.R.W.C.T.
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

WILLIAM H. MONROE SURVEY
ABSTRACT NO. 453

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD 83/96 CORRS

SKETCH TO ACCOMPANY FIELD NOTES OF
0.041 OF ONE ACRE OF LAND,
CONFIGURED AS A 15 FOOT WIDE STRIP,
OUT OF THE WILLIAM H. MONROE SURVEY,
ABSTRACT NO. 453 IN WILLIAMSON
COUNTY, TEXAS, AND BEING A PORTION
OF COUNTY ROAD 266 (R.O.W. VARIES).

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
Firm Registration Certificate #10015100
scott-baseline@austlnr.com

File: [Projects\Caughfield\Draw\0.041 Acre Force Main Easement.dwg]	SHEET	
Job No.	Layer State:	03 of 03
Scale (1/4" = 1')	Scale (1/4" = 1')	
Date: 07/22/15	Checked By: BWW	Drawn By: JSL

SPECIAL WARRANTY DEED

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

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

2.448 acres, more or less, of land located in Williamson County, Texas, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein as if fully transcribed herein (the "**Property**").

This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground or existing and of record in the Official Public Records of Williamson County, Texas; to utility easements, if any, in use by Grantee or any other public utility, to which reference is here made for all purposes; and to the easement retained herein (the "**Permitted Exceptions**").

Grantor hereby retains an easement for the purpose of construction, installation, and maintenance of a drainage pipe below the surface of the Property in the location generally shown in **Exhibit "B"** (the "**Drainage Easement**"). Grantor further retains an easement in, upon, under, and across the Property for the purpose of crossing under the surface of the Property to extend utilities in connection with the development of Grantor's project on adjacent property (the "**Utility Easement**"). The Drainage Easement and the Utility Easement are individually referred to as an "**Easement**" and collectively referred to as the "**Easements**". Before Grantor may enter the Property for the purpose of exercising its rights hereunder, Leander must approve the locations where the proposed stormwater drainage pipes or utilities will cross the Property, which approval will not be unreasonably withheld, conditioned or delayed. Upon approval of such locations, the Easement in question will be reduced to seven and one-half feet on either side of the utility line or pipe, as applicable, to be located within the Easement.

The Easements are subject to the following terms:

1. All activities of the Grantor and its successors, assigns, and contractors (the "**Grantor Parties**") on or within the tracts subject to the Easements (individually, an "**Easement Tract**" and collectively the "**Easement Tracts**") must be performed in compliance with all applicable laws. No fuel or hazardous material storage tanks may be placed on or within the Property, as applicable. No hazardous materials, including oil or fuel, may be stored, discharged, released or disposed of on or within the Property. At all times during any construction or other permitted activity within an Easement Tract, the Grantor Parties must keep the work site in a neat, safe and orderly condition.
2. At all times during any construction or other activity which disturbs the surface of an Easement Tracts, silt fencing must be installed and maintained in good condition around the perimeter of the work area.
3. Access to the Easement Tracts must be from public right-of-way or from property owned by Grantor only. No access may be obtained upon or across any other property of Grantee unless

pursuant to a separate temporary construction easement granted by Grantee. Grantor must enforce this requirement on its contractors, subcontractors and assignees and other Grantor Parties.

4. Within two weeks of completion of any construction, repair or other activity that disturbs the surface of the ground within an Easement Tract, Grantor must restore the affected area to substantially the same condition that existed prior to the commencement of the activity. Revegetated areas must be irrigated by Grantor as required to obtain satisfactory vegetative cover, at Grantor's sole expense. Upon completion of any required revegetation, Grantor must remove all erosion control materials.
5. To the extent authorized by law, Grantor will be liable for all damage or injury to persons or property directly resulting from the activities of the Grantor Parties in coming upon or performing work on the Easement Tracts, or from the construction, repair, operation, maintenance or use of any improvements installed within the Easement Tracts. Grantor will require each of its contractors to obtain and maintain in effect at all times during which such contractors are performing work on or within the Easement Tracts a policy or policies of insurance, in a minimum amount of \$1,000,000 per occurrence, insuring against liability for bodily injury, personal injury, death, or property damage, which will name Grantee as an additional insured. This liability insurance will provide that it may not be canceled without at least 30 days written notice to Grantee and satisfactory proof of this insurance must be provided to Grantee prior to the contractor in question entering upon or commencing any construction activity on or within the Easement Tracts. Each of the Grantor Parties will be solely responsible for the safety of all of its employees, contractors, consultants, subcontractors, invitees and agents.
6. If Grantor defaults in the performance of its obligations hereunder, Grantee, after providing written notice to Grantor and a reasonable period of time, not to exceed 30 days, to cure the alleged default, will be entitled to pursue all remedies available at law or in equity. In the event of any litigation, mediation or arbitration concerning this Agreement, or the rights or obligations of the parties hereunder, a party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation, mediation, or arbitration between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

The foregoing terms are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective successors and assigns.

TO HAVE AND TO HOLD the Property, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind Grantor and its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof same by, through or under Grantor, but not otherwise; provided, however, that this grant is made subject to the Permitted Exceptions.

Executed on _____, 2015.

Caughfield Ranch, Ltd., a Texas limited
partnership

By: Caughfield Ranch GP, LLC, a Texas limited liability company, its General Partner

By: _____
Garrett S. Martin, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2015, by Garrett S. Martin, President of Caughfield Ranch GP, LLC, a Texas limited liability company, the general partner of Caughfield Ranch, Ltd., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

(SEAL)

Notary Public, State of Texas

ACCEPTED BY THE CITY OF LEANDER, TEXAS (Grantee):

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

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of ___ 2015.

Notary Public-State of Texas

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

TEMPORARY CONSTRUCTION EASEMENT

DATE: September _____, 2015

GRANTOR: **CAUGHFIELD RANCH, LTD.**, a Texas limited partnership

GRANTOR'S MAILING ADDRESS (including County): 9111 Jollyville Road, Suite 111,
Austin, Travis County, Texas 78759

GRANTEE: **CITY OF LEANDER, TEXAS**

GRANTEE'S MAILING ADDRESS (including County): P.O. Box 319, Leander, Williamson
County, Texas 78646

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

LIENHOLDER: The Northern Trust Company

LIENHOLDER'S MAILING ADDRESS (including County): Main Banking Office, 50 S.
LaSalle Street, Chicago, Cook County, Illinois, 85016

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

GRANTOR, FOR THE CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE, its successors and assigns, a temporary work and construction easement for the use by the Grantee, its contractors, subcontractors, agents and engineers, during the design and construction of a trail system (the "Trail") on, over, and across land and easements owned by Grantee, upon, over and across the following described parcel of land:

A forty foot temporary construction easement, abutting the southern boundary of that certain 2.448-acre, more or less, parcel of land located in Williamson County, Texas, said parcel and temporary construction easement being more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein,

(hereinafter the "Temporary Easement Tract"), together with the right and privilege at any and all times, while this temporary construction easement shall remain in effect, to enter the Temporary Easement Tract, or any part thereof, for the purpose of designing and constructing the Trail; and provided further that, upon the first to occur of (i) completion and acceptance by GRANTEE of the Trail or (ii) September 3, 2035, this Temporary Easement shall automatically terminate and be of no further force or effect. Upon termination of this Temporary Easement, GRANTEE authorizes and directs its City Manager to execute, acknowledge where necessary and delivery to GRANTOR, promptly upon GRANTOR'S request, a written confirmation of such termination in recordable {W0664105.4} Temporary Construction Easement– Caughfield Ranch, Ltd.

form.

This Temporary Easement is granted and accepted subject to the following terms:

1. Grantor reserves the right to use the Temporary Easement Tract for all purposes that do not unreasonably interfere with or prevent Grantee's use of such property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor reserves and will have the right to place, construct, install, extend, operate, repair, replace and maintain roadways, public and private utilities, driveways, sidewalks, trails, drainage, irrigation, lighting, landscaping and signage (the "Improvements") on, in, under, over and across the Temporary Easement Tract, and to dedicate and grant public or private easements for such purposes, so long as such use and such easements do not unreasonably interfere with or prevent Grantee's use of the Temporary Easement Tract as provided herein. But Grantor may not construct any buildings or similar structures on the Temporary Easement Tract during the term of this Temporary Easement. Grantor shall be responsible for the cost of removing any improvements that are not permitted under this Paragraph 1 in the event the Grantee is required to remove or alter them in order to exercise Grantee's rights hereunder.
2. Grantee and its successors, assigns, and contractors (the "Grantee Parties") must confine their work to the Temporary Easement Tract, as applicable and may not use or enter any portion of Grantor's other property for access or any other purposes. Grantee will be responsible for either the immediate correction of or prompt reimbursement to Grantor for, any damage to any other property of Grantor directly caused by the activities of the Grantee Parties.
3. All activities of the Grantee Parties on or within the Temporary Easement Tract, as applicable, must be performed in compliance with all applicable laws. No fuel or hazardous material storage tanks may be placed on or within the Temporary Easement Tract, as applicable. No hazardous materials, including oil or fuel, may be stored, discharged, released or disposed of on or within the Temporary Easement Tract, as applicable. At all times during any construction or other permitted activity within the Temporary Easement Tract, as applicable, the Grantee Parties must keep the work site in a neat, safe and orderly condition.
4. At all times during any construction or other activity which disturbs the surface of the Temporary Easement Tract, as applicable, silt fencing must be installed and maintained in good condition around the perimeter of the work area.
5. Access to the Temporary Easement Tract, as applicable, must be from public right-of-way or from property owned by Grantee only. No access may be obtained upon or across any other property of Grantor unless pursuant to a separate temporary construction easement granted by Grantor. Grantee must enforce this requirement on its contractors, subcontractors and assignees and other Grantee Parties.
6. Within two weeks of completion of any construction, repair or other activity that disturbs the surface of the ground within the Temporary Easement Tract Grantee must restore the affected area to substantially the same condition that existed prior to the commencement of the activity. Revegetated areas must be irrigated by Grantee as required to obtain satisfactory vegetative cover, at Grantee's sole expense. Upon completion of any required revegetation, Grantee must remove all erosion control materials. Upon termination of the

Temporary Construction Easement, Grantee must restore the surface of the Temporary Easement Tract as provided in this paragraph to substantially the same condition that existed prior to the commencement of the activity, at Grantee's sole expense.

7. To the extent authorized by law, Grantee will be liable for all damage or injury to persons or property directly resulting from the activities of the Grantee Parties in coming upon or performing work on the Temporary Easement Tract, as applicable, or from the construction, repair, operation, maintenance or use of any Facilities within such areas. Grantee will require each of its contractors to obtain and maintain in effect at all times during which such contractors are performing work on or within the Temporary Construction Easement a policy or policies of insurance, in a minimum amount of \$1,000,000 per occurrence, insuring against liability for bodily injury, personal injury, death, or property damage, which will name Grantor as an additional insured. This liability insurance will provide that it may not be canceled without at least 30 days written notice to Grantor and satisfactory proof of this insurance must be provided to Grantor prior to the contractor in question entering upon or commencing any construction activity on or within the Temporary Easement Tract, as applicable. Each of the Grantee Parties will be solely responsible for the safety of all of its employees, contractors, consultants, subcontractors, invitees and agents.
8. If Grantee defaults in the performance of its obligations hereunder, Grantor, after providing written notice to Grantee and a reasonable period of time, not to exceed 30 days, to cure the alleged default, will be entitled to pursue all remedies available at law or in equity. In the event of any litigation, mediation or arbitration concerning this Agreement, or the rights or obligations of the parties hereunder, a party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation, mediation, or arbitration between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto GRANTEE, and GRANTEE's successors and assigns forever; and GRANTOR does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto GRANTEE, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

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

Caughfield Ranch, Ltd., a Texas limited partnership

By: Caughfield Ranch GP, LLC, a Texas limited liability company, its General Partner

By: _____
Garrett S. Martin, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2015, by Garrett S. Martin, President of Caughfield Ranch GP, LLC, a Texas limited liability company, the general partner of Caughfield Ranch, Ltd., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

(SEAL)

Notary Public, State of Texas

ACCEPTED BY THE CITY OF LEANDER, TEXAS (Grantee):

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

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of ____ 2015.

Notary Public-State of Texas

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

RIGHT OF ENTRY AND POSSESSION AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

1. Caughfield Ranch, Ltd., a Texas limited partnership ("Grantor") is the fee simple owner of certain tracts of land in Williamson County, Texas, described in the attached and incorporated EXHIBIT "A" and EXHIBIT "B" (the "Property").

2. Grantor has agreed to install the following infrastructure (collectively referred to as the "Park Infrastructure") pursuant to that certain Development, ETJ Release, and Consent Agreement for the Caughfield Tract (the "Agreement") between Grantor, Williamson County Municipal Utility District No. 33 (the "District") and the City of Leander (the "City") dated effective _____, 2015 (the "Effective Date"): (a) a minimum 8-inch water line to the southeast corner of the Park Tract as generally shown on Exhibit "B" (the "Water Line"); (b) a minimum 8-inch wastewater line to the southeast corner of the Park Tract, as generally shown on Exhibit "B" (the "Wastewater Line"); (c) a 6-inch reuse water line to the boundary of the Park Tract, as generally shown on Exhibit "B" (the "Reuse Water Line"); and (d) a stub-out from a public street within the Property to the boundary of the Park Tract as generally shown on Exhibit "B" (the "Park Access").

3. In the Agreement, the Grantor has also agreed that, if Grantor has not sooner completed the Park Infrastructure, then, from and after the fourth anniversary of the Effective Date, the City may enter the Property for the purpose of installing any or all of the Park Infrastructure on the terms and conditions of this Right of Entry and Possession Agreement (this "Right of Entry").

4. This Right of Entry is executed and delivered to give the City the right of entry onto the Property for the sole purpose of installing and constructing Park Infrastructure, or any portion thereof, during the Term, as defined below.

5. Nothing herein shall obligate Leander to install the Park Infrastructure, or any component thereof.

6. Unless defined otherwise herein, capitalized terms shall have the same meanings set forth in the Agreement.

Agreement:

In consideration of \$10.00 and other good and valuable consideration paid by the City to Grantor, the receipt and sufficiency of which are acknowledged. Grantor has **GRANTED, SOLD and CONVEYED**, and by these premises does **GRANT, SELL and CONVEY**, unto the City, the right to enter in, on, over, across, under and upon the Property for purposes of installing and constructing the Park Infrastructure during the Term.

This Right of Entry is conditioned upon the following:

1. Prior to any entry by the City or its agents, contractors, employees, and assigns (the "City Parties"), the City will give written notice to Grantor of the Park Infrastructure that the City asserts has not been completed and that the City intends to exercise its rights under this Right of Entry.

2. Commencing 15 days from the date of such notice, the City Parties will have the right to enter onto the Property to survey, conduct site review and analysis, design, and

construct and install the Park Infrastructure in, on, over, across, under and upon the Property as reasonably determined by the City. No other uses of the Property or of any other areas other than the Property will be permitted. The terms of use of this Right of Entry are:

- a. No fuel or hazardous material storage tanks may be placed on or within the Property.
- b. Silt fencing must be placed and maintained in good condition around the perimeter boundary of the Property at all times.
- c. All existing trees on or immediately adjacent to the Property must be protected from damage, including through the City's installation and maintenance of appropriate protective fencing. No trees may be removed without the prior written approval of Grantor, which approval shall not be unreasonably withheld, conditioned or delayed; provided that Grantor must approve removal of the trees or authorize an alternate location for the Park Infrastructure that is agreeable to both parties within thirty (30) days of request from the City and failure to do so will be deemed approval for removal of the trees in question. Grantor will be responsible for any replacement trees, fees in lieu of replacement trees, or any mitigation fees required to be paid to any jurisdiction regulating development of the Property other than Leander. Leander waives any and all requirements for replacement trees, fees in lieu of replacement trees or mitigation fees relating to any tree removal under this Right of Entry.
- d. The City agrees not to cause any material or permanent damage to the Property in connection with its presence and activities on the Property and, upon termination of this Right of Entry, to comply with the restoration obligations contained in this Right of Entry.
- e. Upon termination this Right of Entry, the City agrees to restore any areas of the Property that have been affected by the City's activities to substantially the same condition that existed prior commencement of construction, at the City's sole cost and expense. This restoration obligation will include restoring the surface of the ground to substantially the same natural grade and revegetation existing prior the commencement of construction. The City must (i) clean up and remove all construction debris, including stakes, tape or other markers placed on the Property; trash and construction-generated spoils; construction materials and supplies, including construction-related fencing and silt fence; construction vehicles and equipment; and trash and debris that have been placed on the Property as a result of the City's presence and activities, or that have accumulated during the City's use. These restoration obligations of the City will survive the termination of the City's rights hereunder.

3. That, unless sooner terminated as provided herein, this Right of Entry is irrevocable by Grantor during the period commencing on the day that is four years from the Effective Date (the "Commencement Date") and terminating on the first to occur of (i) completion and acceptance of the Park Infrastructure as provided below or (ii) nine (9) years after the Commencement Date (the "Term") and Grantors will have no right to withdraw or rescind the rights in the Property herein conveyed, without the City's written agreement. However, upon completion and acceptance of all of the Park Infrastructure by the governmental entity that has jurisdiction over each component of the Park Infrastructure (the "Regulatory Authority") and, with respect to the Water Line, Reuse Water Line and Wastewater Line, execution and recording of an easement or other instrument acceptable to the Regulatory Authority, this Right of Entry will automatically terminate and become null and void and neither the City nor its successors and assigns will have any further rights hereunder. No written release by the City is required or necessary, but the City covenants and agrees to promptly provide a written recordable release upon the request of Grantor or its successors and assigns. This Right of Entry may be enforced by equitable remedies such as

Notary Public-State of Texas

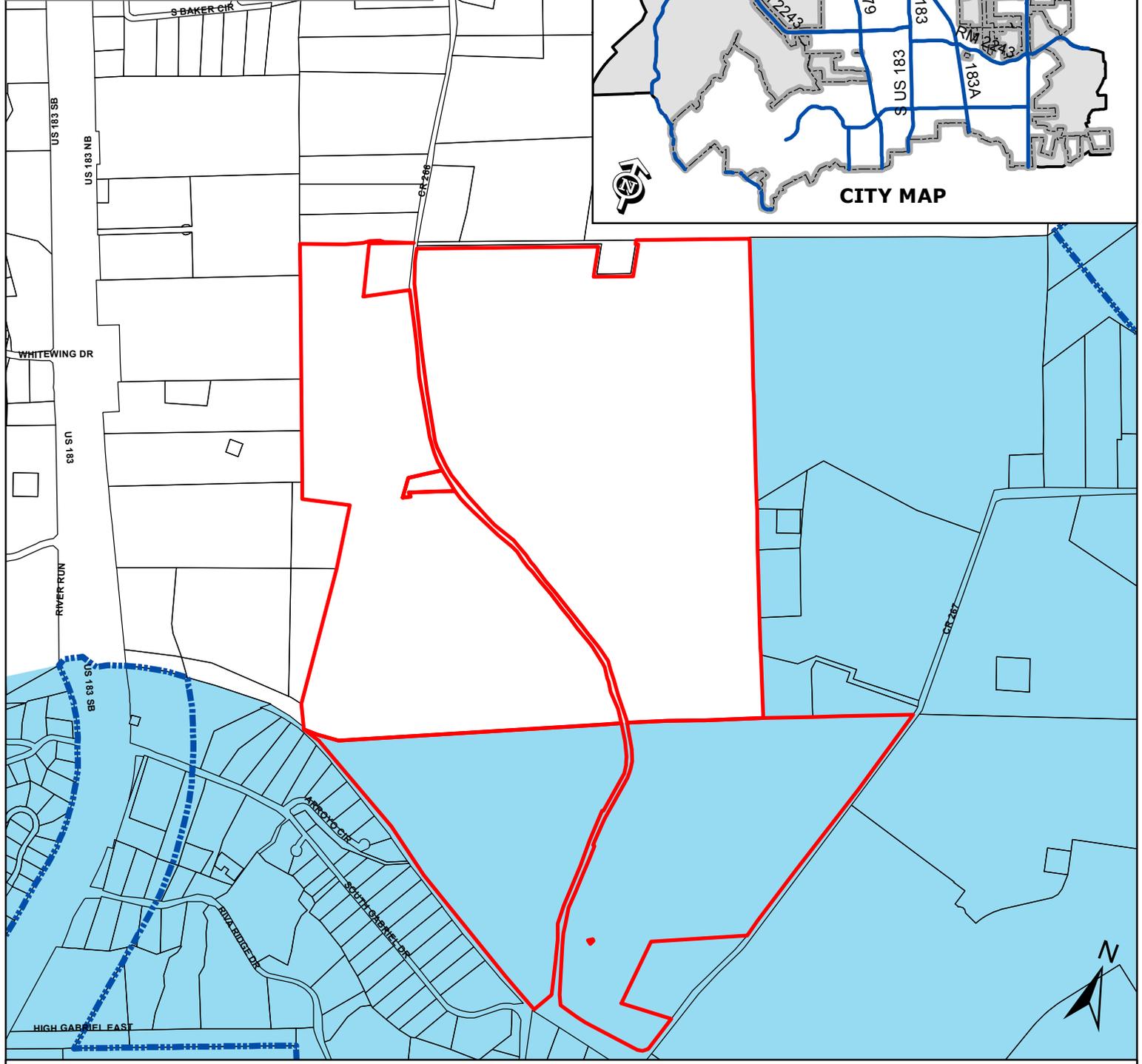
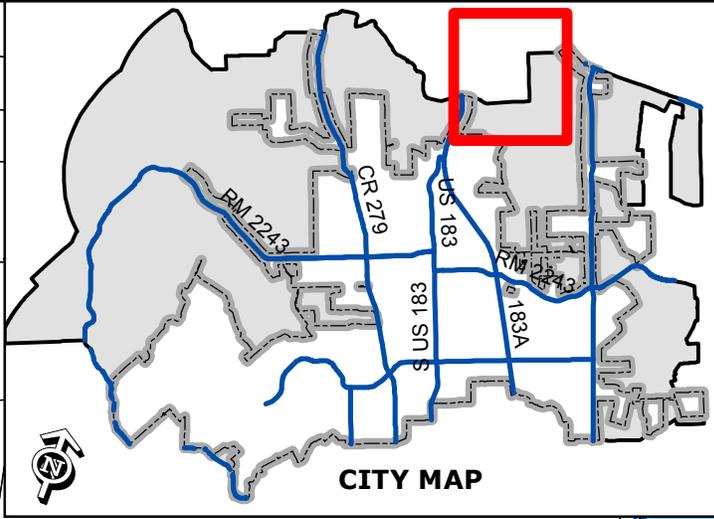
AFTER RECORDING PLEASE RETURN TO:
City of Leander
City Secretary
P.O. Box 319
Leander, Williamson County, Texas 78646

EXHIBIT A

THE PROPERTY

A PORTION OF THAT CERTAIN 230.70 ACRE TRACT, LOCATED IN WILLIAMSON COUNTY, TEXAS, DESCRIBED IN DOCUMENT NUMBER 2014074560, OFFICIAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS, SUCH PORTION BEING MORE PARTICULARLY SHOWN IN EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

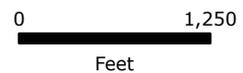
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



LOCATION MAP

Location Map - Caughtfield Tracts

-  Caughtfield Tracts
-  City Limits
-  Leander ETJ





Executive Summary

September 3, 2015

Agenda Subject: An ordinance of the City of Leander, Texas giving consent to the creation of a municipal utility district on the Caughfield tract.

Background: The City received a request from Caughfield Ranch, Ltd. to create a MUD on the approximately 186.71 acre Caughfield tract which is located in the northwest portion of the City's ETJ.

The ordinance will be accompanied by a Consent Agreement which will be considered concurrently with this item.

Origination: Applicant: Caughfield Ranch, Ltd.

Recommendation: Staff recommends approval of the resolution.

Attachments:

1. MUD Consent ordinance
2. Landowner petition
3. Location map

Prepared by: Tom Yantis, AICP
Director of Development Services

7/30/15

ORDINANCE NO. _15-039-00

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS
GIVING CONSENT TO THE CREATION OF MUNICIPAL UTILITY DISTRICT**

WHEREAS, pursuant to Chapters 49 and 54 of the Texas Water Code, Caughfield Ranch, Ltd. (the "Petitioner") wishes to create a municipal utility district (the "District") to serve the 186.71 acre tract of land in Williamson County, Texas described in the attached **Exhibits "A-1", "A-2" and "A-3"** ("Petitioner's Land"); and

WHEREAS, the Land is located within the extraterritorial jurisdiction of the City of Leander, Texas (the "City"); and

WHEREAS, land that is within the extraterritorial jurisdiction of a city may not be included within a municipal utility district without the written consent of such city; and

WHEREAS, Petitioner has submitted to the Mayor and City Council of the City a Petition for Consent to the Creation of and Inclusion of Land in Municipal Utility District dated effective April 21, 2014 and an Amended Petition for Consent to Creation of and Inclusion of Land in Municipal Utility District dated effective July 9, 2015; and

WHEREAS, the City Council of the City desires to adopt this Ordinance for the purpose of consenting to the creation of the Districts;

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

Section 1. That all of the matters and facts set out in the preamble hereof are found to be true and correct.

Section 2. That the City Council of the City of Leander, Texas, hereby gives its written consent to the creation of the District over Petitioner's Land.

Section 3. The terms and provisions of Article II and Article III of the Development, ETJ Release, and Consent Agreement for the Caughfield Tract attached hereto as **Exhibit "B"** are incorporated herein by reference and will be applicable to the District (the "Agreement").

Section 4. That, in addition to all the rights and remedies provided by the laws of the state, in the event the District violates the terms and provisions of this Ordinance, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling or requiring the District and its officials to observe and comply with the terms and provisions prescribed by this Ordinance.

Section 5. That, if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent

jurisdiction, such shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 6. That this Ordinance shall be in full force and effect from and after its passage and approval on this the 3rd day of September, 2015.

ADOPTED on this 3rd day of September, 2015.

City of Leander, Texas

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

(SEAL)

CERTIFICATE OF ORDINANCE NO. _____

CITY OF LEANDER, TEXAS

I, the undersigned City Secretary of the City of Leander, Texas hereby certify that the attached and foregoing is a true and correct copy of Ordinance No. _____ of the City of Leander, Texas, consenting to the creation of a municipal utility district within the extraterritorial jurisdiction of the City, in Williamson County. I further certify that said Ordinance was passed and approved by the City Council of the City of Leander on _____, 20__.

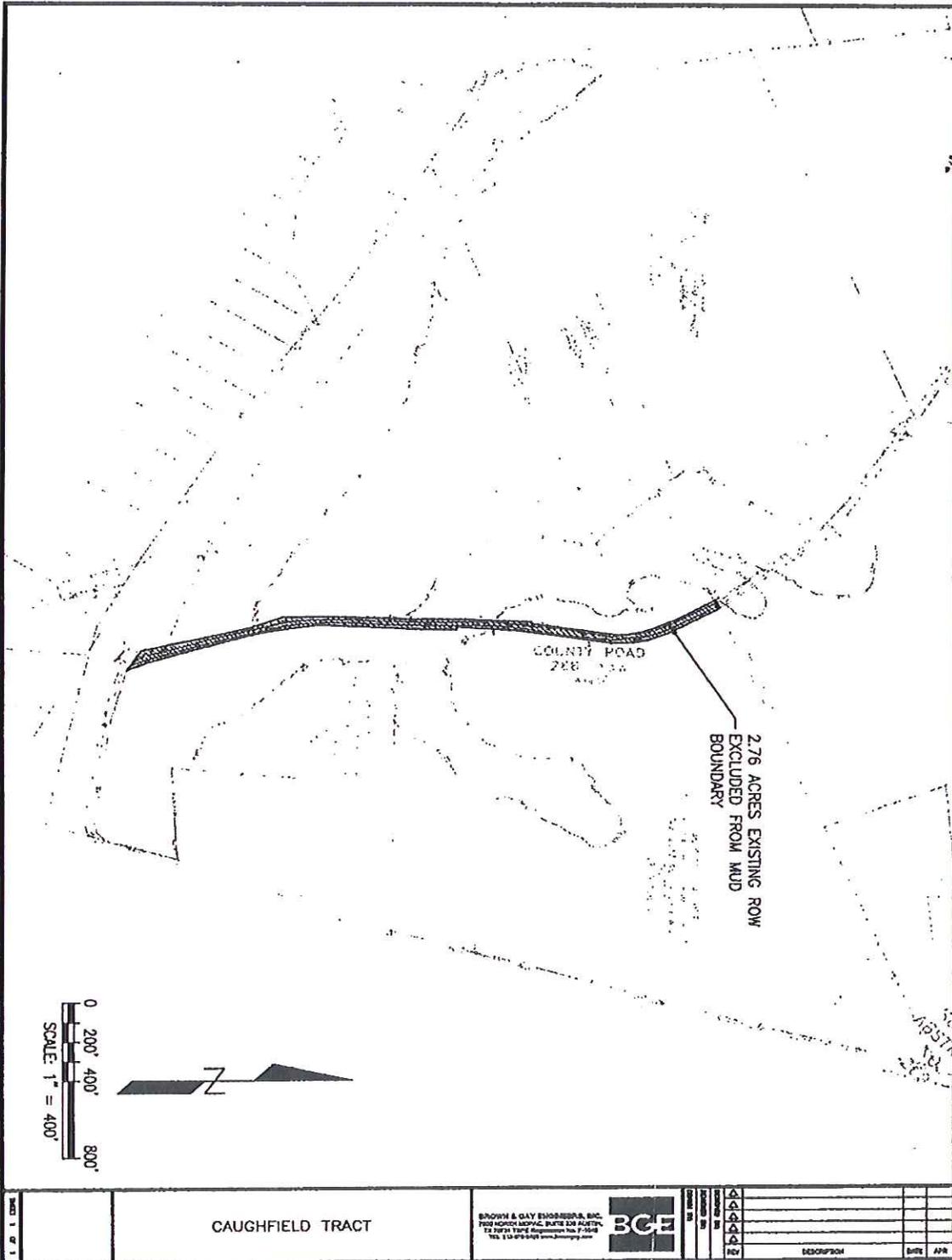
WITNESS MY HAND AND SEAL OF THE CITY OF LEANDER, TEXAS, the _____ day of _____, 20__.

City Secretary, City of Leander, Texas

(SEAL)

EXHIBIT B
The Agreement

EXHIBIT A-3
2.76 Acres of Right-of-way



ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

Christy Trahan
(512) 435-2327
ctrahan@abaustin.com

July 31, 2015

Via Hand-Delivery

Ms. Debbie Haile
City Secretary, City of Leander
200 W. Willis
Leander, Texas 78641

Re: Proposed Williamson County Municipal Utility District No. 33

Dear Ms. Haile:

On June 6, 2014, our firm submitted a Petition for Consent to the Creation of and Inclusion of Land in Municipal Utility District, covering 183.95 acres of land in the City's extraterritorial jurisdiction. On July 10, 2015 we submitted an Amended Petition for Consent to the Creation of and Inclusion of Land in Municipal Utility District which amended the Petition based on HB 4204, approving the single creation of a district designated as Williamson County Municipal Utility District No. 33 over this 183.95 acres. Since that date, we determined that the acreage originally included in the petition and amended petition did not include 2.76 acres of right-of-way which is intended to be included in the District boundaries. Accordingly, we are enclosing a second amended petition and related documents for the City Council's consideration relating to the creation of Williamson County Municipal Utility District No. 33:

1. An original and one copy of the Second Amended Petition for Consent to the Creation of and Inclusion of Land in Municipal Utility District;
2. Seven original City Secretary's Certificates. Please accept the Second Amended Petition for filing and execute the Certificates to evidence filing, returning all seven signed Certificates to me via the courier hand-delivering the same; and
3. A draft Resolution of City of Leander, Texas giving Consent to the Creation of Municipal Utility District.

We are requesting that this matter be placed on the City Council meeting agenda for consideration. When this matter is placed on an agenda, I ask that you notify Sue Brooks Littlefield, attorney for petitioner and the proposed Districts, and Mr. Garrett

ARMBRUST & BROWN, PLLC
Page 2

Martin of the date of the City Council meeting where this matter will be discussed. Please send notice of the meeting to Ms. Littlefield via email at slittlefield@abaustin.com and at the address above. Please send notice of the meeting to Mr. Martin via email at garrett@mymilestone.com.

If you have any questions regarding the Petition or need anything else please feel free to call me or Sue Brooks Littlefield.

Sincerely,

ARMBRUST & BROWN, PLLC

By: 

Christy Trahan, Legal Secretary for
Sue Brooks Littlefield

SBL/ct

Enclosures

**SECOND AMENDED PETITION FOR CONSENT TO THE CREATION
OF AND INCLUSION OF LAND IN MUNICIPAL UTILITY DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LEANDER, TEXAS:

The undersigned (collectively the "Petitioner"), holding title to the majority of the land described below, and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petition the City Council of the City of Leander, Texas (the "City"), for the City's written consent to the creation of a municipal utility district and the inclusion of land in such district and, in support of this Petition, would show the following:

I.

The name of the proposed district WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 33 (the "District").

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto. It is further proposed that the District be granted road powers under the authority of Article III, Section 52 of the Texas Constitution.

III.

The land proposed to be included within the District is a total of approximately 186.71 acres of land, more or less, situated within the extraterritorial jurisdiction of the City, in Williamson County, Texas, as more fully described on Exhibits A-1, A-2 and A-3, attached hereto and incorporated herein by reference (the "Land"). All of the Land may properly be included in the District.

IV.

Petitioner holds title to the majority of the Land and is the owner of a majority in value of the Land, as indicated by the tax rolls of Williamson County, Texas. There are no lienholders on the Land.

V.

The general nature of the work proposed to be done by the District at the present time is the design, construction, acquisition, maintenance, and operation of a waterworks and sanitary sewer system for domestic and commercial purposes, and the construction, acquisition, improvement, extension, maintenance, and operation of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate, and amend local storm waters or other harmful excesses of waters, recreational facilities, and the construction, acquisition, improvement, maintenance and operation of such additional facilities, systems, plants, and enterprises as may be consistent with for the purposes for which the District is created.

VI.

It is also proposed that that the District be granted the power, under the authority of Article III, Section 52 of the Constitution of the State of Texas, to design, acquire, construct, finance, issue bonds for, and convey to the State, a county, or a municipality for operation and maintenance, one or more roads meeting the criteria of Section 54.234(b), Texas Water Code, or any improvement in aid of such roads.

VII.

There is a necessity for the above-described work because there is not now available within the area, which will be developed for residential and commercial uses, an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, recreational facilities or road improvements. The health and welfare of the present and future inhabitants of the area and of the adjacent areas requires the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, recreational facilities and road improvements. A public necessity therefore exists for the creation of the District in order to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of such waterworks system, sanitary sewer system, drainage and storm sewer system, recreational facilities and road improvements, to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VIII.

A preliminary investigation has been made to determine the cost of the proposed District's projects, and it is now estimated by the Petitioner, from such information as Petitioner has at this time, that such cost will be approximately \$25,000,000.

IX.

Petitioner, by submission of this Petition, requests the City's consent to the creation of the District and the inclusion of the Land within the District as described in this Petition.

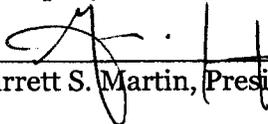
X.

Petitioner requests that this Petition be heard and that the City Council duly pass and approve an ordinance or resolution granting its consent to the creation of the District and authorizing the inclusion of the Land within the District.

EXECUTED on the date indicated below, to be effective the 30th day of July, 2015.

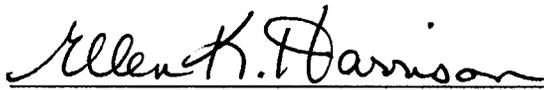
CAUGHFIELD RANCH, LTD., a Texas limited partnership

By: Caughfield Ranch GP, LLC, a Texas limited liability company, its General Partner

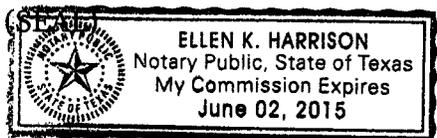
By:  _____
Garrett S. Martin, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30th day of July, 2015, by Garrett S. Martin, President of Caughfield Ranch GP, LLC, a Texas limited liability company, the general partner of Caughfield Ranch, Ltd., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.



Notary Public, State of Texas



CERTIFICATE OF RECEIPT
SECOND AMENDED PETITION TO THE CITY OF LEANDER, TEXAS
FOR CONSENT TO THE CREATION
OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 33

I, the undersigned, the duly qualified and acting City Secretary of the City of Leander, Texas, hereby certify and acknowledge that I have received an executed copy of the Second Amended Petition for Consent to the Creation of Municipal Utility District relating to the proposed **Williamson County Municipal Utility District No. 33**.

WITNESS MY HAND and the seal of the City of Leander this ____ day of _____, 2015.

City Secretary
City of Leander, Texas

RESOLUTION NO. _____

**RESOLUTION OF CITY OF LEANDER, TEXAS
GIVING CONSENT TO THE CREATION OF MUNICIPAL UTILITY DISTRICT**

WHEREAS, pursuant to Chapters 49 and 54 of the Texas Water Code, Caughfield Ranch, Ltd. (the "Petitioner") wishes to create a municipal utility district (the "District") to serve the 186.71 acre tract of land in Williamson County, Texas described in the attached Exhibits "A-1", "A-2" and "A-3" ("Petitioner's Land"); and

WHEREAS, the Land is located within the extraterritorial jurisdiction of the City of Leander, Texas (the "City"); and

WHEREAS, land that is within the extraterritorial jurisdiction of a city may not be included within a municipal utility district without the written consent of such city; and

WHEREAS, Petitioner has submitted to the Mayor and City Council of the City a Petition for Consent to the Creation of and Inclusion of Land in Municipal Utility District dated effective April 21, 2014 and an Amended Petition for Consent to Creation of and Inclusion of Land in Municipal Utility District dated effective July 9, 2015; and

WHEREAS, the City Council of the City desires to adopt this Resolution for the purpose of consenting to the creation of the Districts;

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

Section 1. That all of the matters and facts set out in the preamble hereof are found to be true and correct.

Section 2. That the City Council of the City of Leander, Texas, hereby gives its written consent to the creation of the District over Petitioner's Land.

Section 3. The terms and provisions of the Agreement Regarding Consent to Creation of Municipal Utility District and Development attached hereto as Exhibit "B" are incorporated herein by reference and will be applicable to the District (the "Agreement").

Section 4. That, if any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Resolution shall be in full force and effect from and after its passage and approval on this the ___ day of _____, 20__.

ADOPTED on this _____ day of _____, 20__.

City of Leander, Texas

ATTEST:

_____, Mayor

_____, City Secretary

(SEAL)

CERTIFICATE OF RESOLUTION NO. _____

CITY OF LEANDER, TEXAS

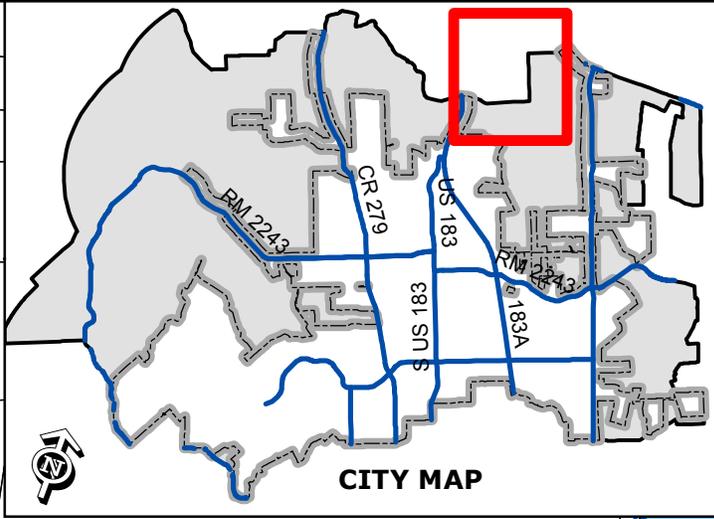
I, the undersigned City Secretary of the City of Leander, Texas hereby certify that the attached and foregoing is a true and correct copy of Resolution No. _____ of the City of Leander, Texas, consenting to the creation of a municipal utility district within the extraterritorial jurisdiction of the City, in Williamson County. I further certify that said Resolution was passed and approved by the City Council of the City of Leander on _____, 20__.

WITNESS MY HAND AND SEAL OF THE CITY OF LEANDER, TEXAS, the _____ day of _____, 20__.

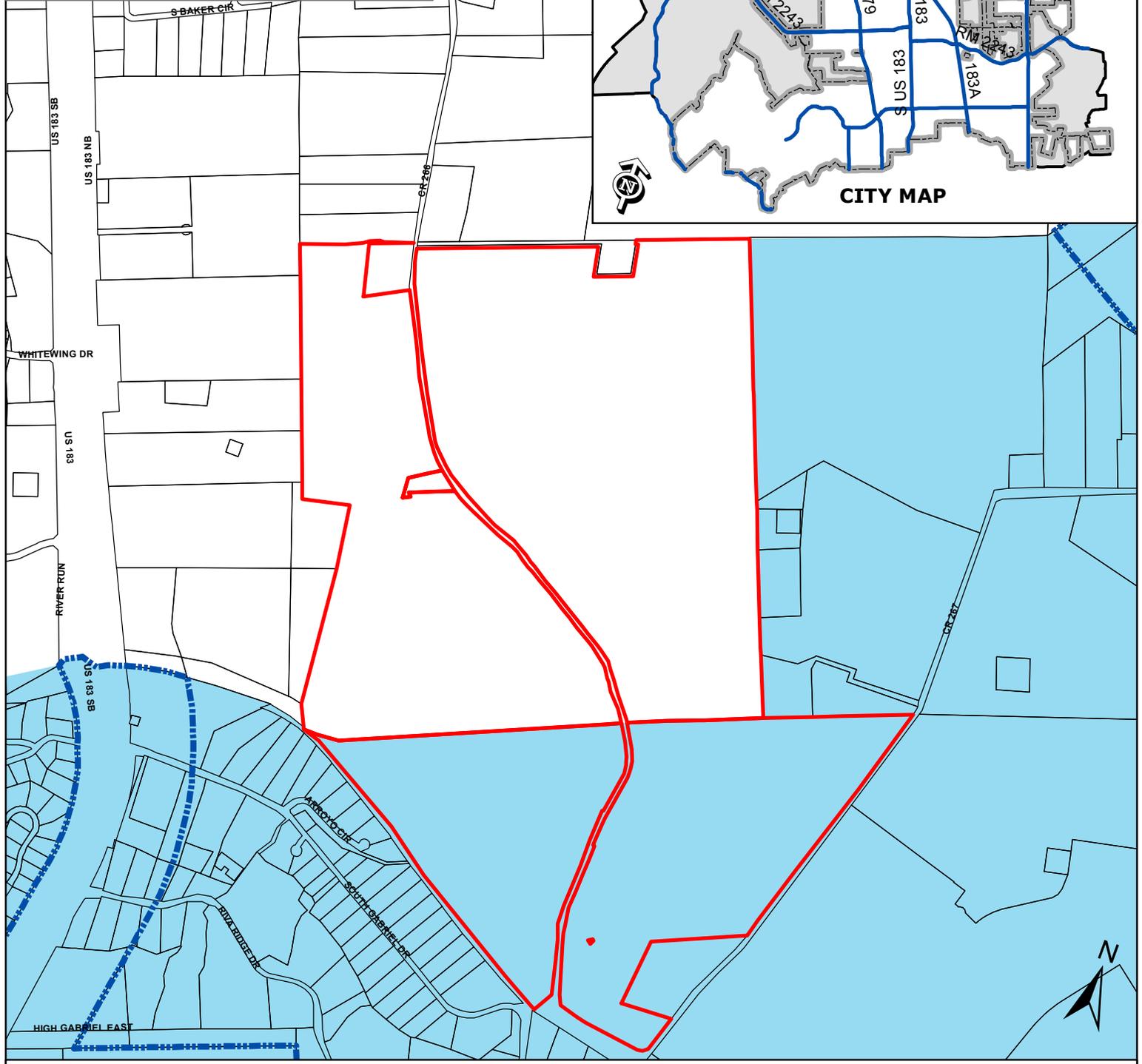
City Secretary, City of Leander, Texas

(SEAL)

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



CITY MAP



LOCATION MAP

Location Map - Caughfield Tracts

-  Caughfield Tracts
-  City Limits
-  Leander ETJ





Executive Summary

September 3, 2015

Subject: Consideration of an Agreement between the City of Leander and the City of Liberty Hill Regarding the Extraterritorial Jurisdiction Release of the Caughfield Tract.

Background: Leander and Liberty Hill entered into an Interlocal Cooperation Agreement for Urban Planning, Watershed Protection and the Release of Extraterritorial Jurisdiction dated effective as of October 5, 2006 (the "Interlocal Agreement") under which Liberty Hill and Leander agreed that Liberty Hill's development regulations would apply to certain property.

The Caughfield tract is one of the properties subject to the 2006 agreement and this agreement would release the Caughfield tract from Leander's ETJ as well as release the recently purchased San Gabriel River park property from Liberty Hill's planning jurisdiction and incorporate it into Leander's ETJ.

Recommendation: Staff recommends approval of the agreement

Attachments: ETJ agreement (to be provided as a supplement to the packet)

Prepared by: Tom Yantis, Assistant City Manager



Executive Summary

September 3, 2015

Subject: Consideration of an Amended and Restated Agreement Regarding Consent to Creation of Leander Municipal Utility Districts No. 1, 2 and 3 and Development of the Bar W Ranch.

Background: The City and the Developer previously entered into the “Agreement Regarding Consent to Creation of Municipal Utility Districts and Development of the Wedemeyer Ranch” on December 30, 2008. In that agreement the City and the Developer agreed to certain terms and conditions relating to the creation of the Municipal Utility Districts and the development of the approximately 924 acre tract of land described on the attached Exhibit A (the “Land”). The Districts, which collectively encompass approximately 670.8 acres of the Land, were created and executed and joined in the Original Consent Agreement at the organizational meetings of their respective boards of directors on October 24, 2013. The Original Consent Agreement has previously been amended by “Amendment to Agreement Regarding Consent to Creation of Municipal Utility Districts and Development of the Wedemeyer Ranch” dated April 16, 2015.

This amended and restated agreement provides for the following revised terms:

- Water service to the property will be provided by the City of Leander and not Chisholm Trail SUD
- Wastewater service to the property will be provided by the City of Leander through a wholesale contract with Liberty Hill and not by an on-site wastewater treatment plant
- Cost participation by the City, the developer and the Districts have been defined for the water and wastewater infrastructure
- Development standards and vesting have been modified and clarified

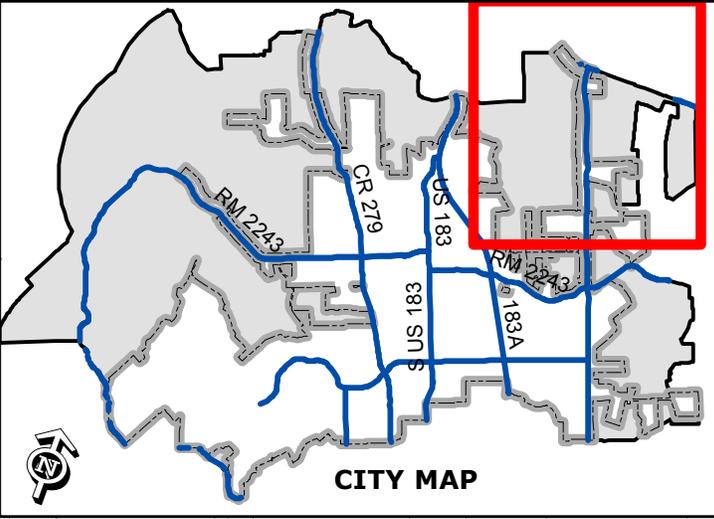
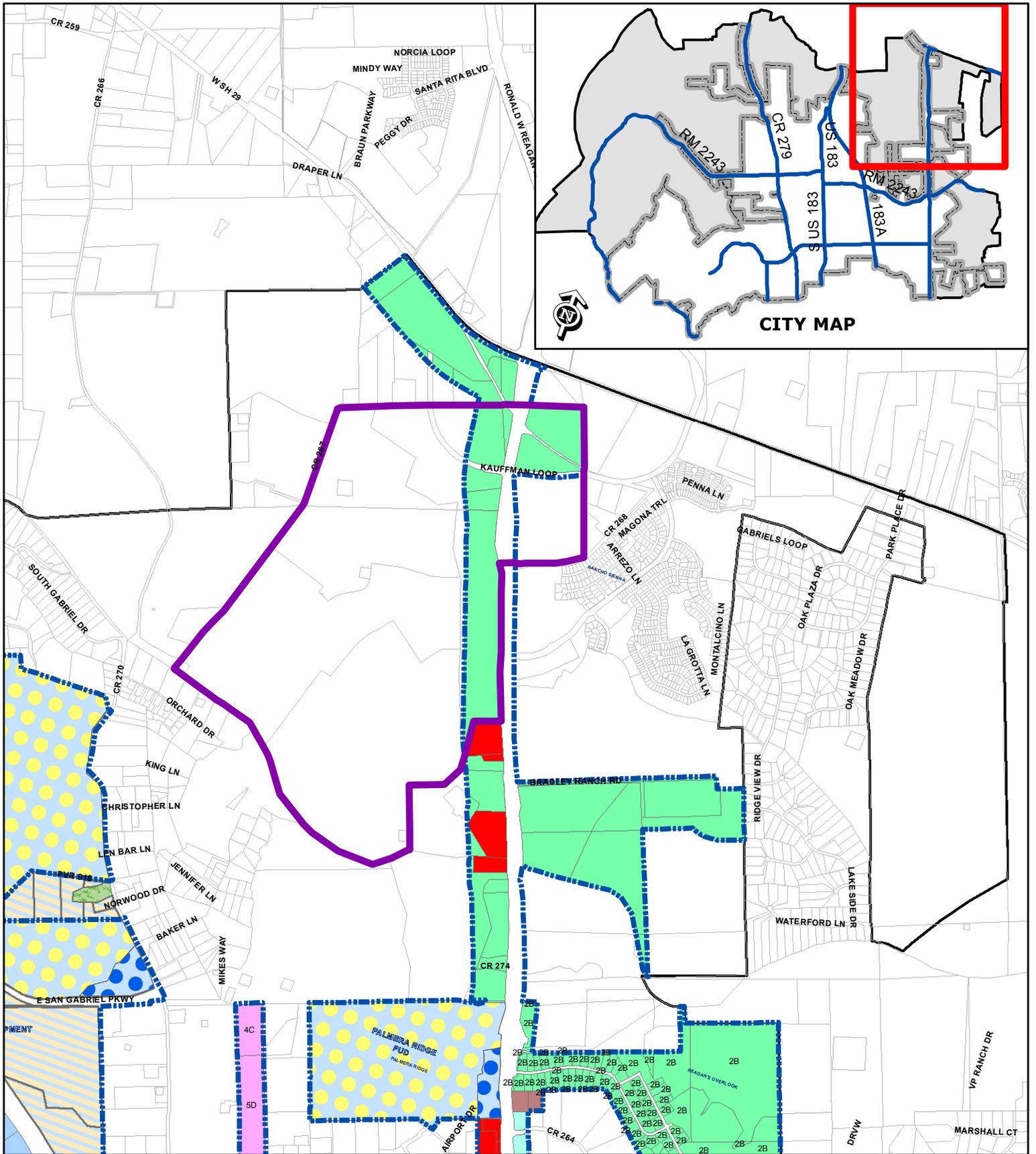
Financial Consideration: The City is required to cost participate in the regional wastewater lift station and force main to convey wastewater to the Liberty Hill plant. The City is also required to participate in the cost of extending water service to the property. These items have been budgeted in the City's water and wastewater capital improvements plan.

Recommendation: Staff recommends approval of the Agreement

Attachments:

1. Agreement with exhibits (to be provided as a supplement to the packet)
2. Location map

Prepared by: Tom Yantis, Assistant City Manager



Development Agreement

Attachment #4

Location Exhibit
Wedemeyer

-  Subject Property
-  City Limits

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



0 1,000
Feet



Executive Summary
September 3, 2015

Agenda Subject: Receive Effective & Rollback Tax Rate Calculations for FY 2015-16.

Background: State “Truth-in-Taxation” laws require calculation and publication of a taxing entity’s effective tax rate and rollback rate. The effective tax rate is generally equal to the prior year’s taxes divided by the current taxable value of properties that were also on the tax roll in the prior year. The rollback rate allows a taxing entity to raise the same amount of M&O money as raised in the prior year, plus 8 percent. The rollback debt service rate is the rate needed to pay the entity’s debt service for the upcoming year. The rates are as follows:

Current Year FY 2014-15	\$0.652920 per \$100 valuation
Proposed Rate FY 2015-16	\$0.632920 per \$100 valuation
FY 16 Effective Tax Rate	\$0.614859 per \$100 valuation
FY 16 Rollback Tax Rate	\$0.653065 per \$100 valuation
Effective Operating Tax Rate	\$0.392394 per \$100 valuation
Rollback M&O Tax Rate	\$0.423785 per \$100 valuation
Debt Rate	\$0.229280 per \$100 valuation

Origination: Robert G. Powers, Finance Director

Financial Consideration: N.A.

Recommendation: No Action is Required

Attachments: Effective & Rollback Rate Calculations; Public Hearing Notice

Prepared by: Robert G. Powers, Finance Director

2015 Effective Tax Rate Worksheet

City of Leander

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

1.	2014 total taxable value. Enter the amount of 2014 taxable value on the 2014 tax roll today. Include any adjustments since last year's certification; exclude Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in line 2) and the captured value for tax increment financing (will deduct taxes in line 14).	\$2,505,222,437
2.	2014 tax ceilings. Counties, Cities and Junior College Districts. Enter 2014 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter "0" If your taxing units adopted the tax ceiling provision in 2014 or prior year for homeowners age 65 or older or disabled, use this step.	\$196,957,692
3.	Preliminary 2014 adjusted taxable value. Subtract line 2 from line 1.	\$2,308,264,745
4.	2014 total adopted tax rate.	\$0.652920/\$100
5.	2014 taxable value lost because court appeals of ARB decisions reduced 2014 appraised value. A. Original 2014 ARB values: \$8,906,280 B. 2014 values resulting from final court decisions: - \$7,909,361 C. 2014 value loss. Subtract B from A.	\$996,919
6.	2014 taxable value, adjusted for court-ordered reductions. Add line 3 and line 5C.	\$2,309,261,664
7.	2014 taxable value of property in territory the unit deannexed after January 1, 2014. Enter the 2014 value of property in deannexed territory.	\$0
8.	2014 taxable value lost because property first qualified for an exemption in 2014. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, "goods-in-transit" exemptions. A. Absolute exemptions. Use 2014 market value: \$637 B. Partial exemptions. 2015 exemption amount or 2015 percentage exemption times 2014 value: + \$5,257,869 C. Value loss. Add A and B.	\$5,258,506

2015 Effective Tax Rate Worksheet (continued)

City of Leander

9.	2014 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2015. Use only those properties that first qualified in 2015; do not use properties that qualified in 2014. A. 2014 market value: \$1,380,057 B. 2015 productivity or special appraised value: - \$2,636 C. Value loss. Subtract B from A. \$1,377,421	
10.	Total adjustments for lost value. Add lines 7, 8C and 9C.	\$6,635,927
11.	2014 adjusted taxable value. Subtract line 10 from line 6.	\$2,302,625,737
12.	Adjusted 2014 taxes. Multiply line 4 by line 11 and divide by \$100.	\$15,034,303
13.	Taxes refunded for years preceding tax year 2014. Enter the amount of taxes refunded during the last budget year for tax years preceding tax year 2014. Types of refunds include court decisions, Section 25.25(b) and (c) corrections and Section 31.11 payment errors. Do not include refunds for tax year 2014. This line applies only to tax years preceding tax year 2014.	\$30,066
14.	Taxes in tax increment financing (TIF) for tax year 2014. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2015 captured appraised value in Line 16D, enter "0."	\$105,726
15.	Adjusted 2014 taxes with refunds. Add lines 12 and 13, subtract line 14.	\$14,958,643
16.	Total 2015 taxable value on the 2015 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 18). These homesteads includes homeowners age 65 or older or disabled. A. Certified values only: \$3,010,679,608 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$0	

2015 Effective Tax Rate Worksheet (continued)

City of Leander

16. (cont.)	<p>C. Pollution control exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control property (use this line based on attorney's advice):</p> <p style="text-align: right;">- \$0</p> <p>D. Tax increment financing: Deduct the 2015 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2015 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in line 21 below.</p> <p style="text-align: right;">- \$44,630,895</p> <p>E. Total 2015 value. Add A and B, then subtract C and D.</p>	\$2,966,048,713
17.	<p>Total value of properties under protest or not included on certified appraisal roll.</p> <p>A. 2015 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the district's value and the taxpayer's claimed value, if any or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.</p> <p style="text-align: right;">\$64,714,293</p> <p>B. 2015 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included at appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value.</p> <p style="text-align: right;">+ \$0</p>	

2015 Effective Tax Rate Worksheet (continued)

City of Leander

17. (cont.)	C. Total value under protest or not certified. Add A and B.	\$64,714,293
18.	2015 tax ceilings. Counties, cities and junior colleges enter 2015 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter "0." If your taxing units adopted the tax ceiling provision in 2014 or prior year for homeowners age 65 or older or disabled, use this step.	\$259,020,485
19.	2015 total taxable value. Add lines 16E and 17C. Subtract line 18.	\$2,771,742,521
20.	Total 2015 taxable value of properties in territory annexed after January 1, 2008. Include both real and personal property. Enter the 2015 value of property in territory annexed.	\$30,845,229
21.	Total 2015 taxable value of new improvements and new personal property located in new improvements. "New" means the item was not on the appraisal roll in 2014. An improvement is a building, structure, fixture or fence erected on or affixed to land. A transportable structure erected on its owner's land is also included unless it is held for sale or is there only temporarily. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the unit after January 1, 2014 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2015. New improvements do not include mineral interests produced for the first time, omitted property that is back assessed and increased appraisals on existing property.	\$308,043,066
22.	Total adjustments to the 2015 taxable value. Add lines 20 and 21.	\$338,888,295
23.	2015 adjusted taxable value. Subtract line 22 from line 19.	\$2,432,854,226
24.	2015 effective tax rate. Divide line 15 by line 23 and multiply by \$100.	\$0.614859/\$100
25.	COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2015 county effective tax rate.	\$/\$100

A county, city or hospital district that adopted the additional sales tax in November 2014 or in May 2015 must adjust its effective tax rate. *The Additional Sales Tax Rate Worksheet* on page 39 sets out this adjustment. Do not forget to complete the *Additional Sales Tax Rate Worksheet* if the taxing unit adopted the additional sales tax on these dates.

2015 Rollback Tax Rate Worksheet

City of Leander

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

26.	2014 maintenance and operations (M&O) tax rate.	\$0.418640/\$100
27.	2014 adjusted taxable value. Enter the amount from line 11.	\$2,302,625,737
28.	<p>2014 M&O taxes.</p> <p>A. Multiply line 26 by line 27 and divide by \$100. \$9,639,712</p> <p>B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2014. Enter amount from full year's sales tax revenue spent for M&O in 2014 fiscal year, if any. Other units, enter "0." Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent. + \$0</p> <p>C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other units, enter "0." + \$0</p> <p>D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another unit by written contract, enter the amount spent by the unit discontinuing the function in the 12 months preceding the month of this calculation. If the unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the unit operated the function. The unit discontinuing the function will subtract this amount in H below. The unit receiving the function will add this amount in H below. Other units, enter "0." +/- \$0</p>	

2015 Rollback Tax Rate Worksheet (continued)

City of Leander

28. (cont.)	<p>E. Taxes refunded for years preceding tax year 2014: Enter the amount of M&O taxes refunded during the last budget year for tax years preceding tax year 2014. Types of refunds include court decisions, Section 25.25(b) and (c) corrections and Section 31.11 payment errors. Do not include refunds for tax year 2014. This line applies only to tax years preceding tax year 2014.</p> <p style="text-align: right;">+ \$19,831</p> <p>F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.</p> <p style="text-align: right;">+ \$0</p> <p>G. Taxes in tax increment financing (TIF): Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2015 captured appraised value in Line 16D, enter "0."</p> <p style="text-align: right;">- \$113,158</p> <p>H. Adjusted M&O Taxes. Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.</p> <p style="text-align: right;">\$9,546,385</p>	
29.	2015 adjusted taxable value. Enter line 23 from the Effective Tax Rate Worksheet.	\$2,432,854,226
30.	2015 effective maintenance and operations rate. Divide line 28H by line 29 and multiply by \$100.	\$0.392394/\$100
31.	2015 rollback maintenance and operation rate. Multiply line 30 by 1.08. (See lines 49 to 52 for additional rate for pollution control expenses.	\$0.423785/\$100

2015 Rollback Tax Rate Worksheet (continued)

City of Leander

32.	<p>Total 2015 debt to be paid with property taxes and additional sales tax revenue. "Debt" means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the unit's budget as M&O expenses.</p> <p>A: Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service. \$6,964,040</p> <p>B: Subtract unencumbered fund amount used to reduce total debt. -\$608,965</p> <p>C: Subtract amount paid from other resources. -\$0</p> <p>D: Adjusted debt. Subtract B and C from A. \$6,355,075</p>	
33.	Certified 2014 excess debt collections. Enter the amount certified by the collector.	\$0
34.	Adjusted 2015 debt. Subtract line 33 from line 32.	\$6,355,075
35.	Certified 2015 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.000000%
36.	2015 debt adjusted for collections. Divide line 34 by line 35.	\$6,355,075
37.	2015 total taxable value. Enter the amount on line 19.	\$2,771,742,521
38.	2015 debt tax rate. Divide line 36 by line 37 and multiply by \$100.	\$0.229280/\$100
39.	2015 rollback tax rate. Add lines 31 and 38.	\$0.653065/\$100
40.	COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2015 county rollback tax rate.	\$/\$100

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

**2015 Notice of Effective Tax Rate
Worksheet for Calculation of Tax Increase/Decrease**

Entity Name: City of Leander

Date: 08/25/2015

1. 2014 taxable value, adjusted for court-ordered reductions. Enter line 6 of the Effective Tax Rate Worksheet.	\$2,309,261,664
2. 2014 total tax rate. Enter line 4 of the Effective Tax Rate Worksheet.	0.652920
3. Taxes refunded for years preceding tax year 2014. Enter line 13 of the Effective Tax Rate Worksheet.	\$30,066
4. Last year's levy. Multiply Line 1 times Line 2 and divide by 100. To the result, add Line 3.	\$15,107,697
5. 2015 total taxable value. Enter Line 19 of the Effective Tax Rate Worksheet.	\$2,771,742,521
6. 2015 effective tax rate. Enter line 24 of the Effective Tax Rate Worksheet or Line 47 of the Additional Sales Tax Rate Worksheet.	0.614859
7. 2015 taxes if a tax rate equal to the effective tax rate is adopted. Multiply Line 5 times Line 6 and divide by 100.	\$17,042,308
8. Last year's total levy. Sum of line 4 for all funds.	\$15,107,697
9. 2015 total taxes if a tax rate equal to the effective tax rate is adopted. Sum of line 7 for all funds.	\$17,042,308
10. Tax Increase (Decrease). Subtract Line 8 from Line 9.	\$1,934,611

City of Leander

Tax Rate Recap for 2015 Tax Rates

Description of Rate	Tax Rate Per \$100	Tax Levy This is calculated using the Total Adjusted Taxable Value (line 19) of the Effective Tax Rate Worksheet	Additional Tax Levy Compared to <u>last year's tax levy</u> of 16,357,098	Additional Tax Levy Compared to <u>effective tax rate levy</u> of 17,042,308
Last Year's Tax Rate	0.652920	\$18,097,261	\$1,740,163	\$1,054,953
Effective Tax Rate	0.614859	\$17,042,308	\$685,210	\$0
Notice & Hearing Limit*	0.614859	\$17,042,308	\$685,210	\$0
Rollback Tax Rate	0.653065	\$18,101,280	\$1,744,182	\$1,058,972
Proposed Tax Rate	0.632920	\$17,542,913	\$1,185,814	\$500,604

Effective Tax Rate Increase in Cents per \$100

0.00	0.614859	17,042,308	685,210	0
0.50	0.619859	17,180,895	823,797	138,587
1.00	0.624859	17,319,483	962,384	277,174
1.50	0.629859	17,458,070	1,100,971	415,761
2.00	0.634859	17,596,657	1,239,559	554,349
2.50	0.639859	17,735,244	1,378,146	692,936
3.00	0.644859	17,873,831	1,516,733	831,523
3.50	0.649859	18,012,418	1,655,320	970,110
4.00	0.654859	18,151,005	1,793,907	1,108,697
4.50	0.659859	18,289,592	1,932,494	1,247,284
5.00	0.664859	18,428,180	2,071,081	1,385,871
5.50	0.669859	18,566,767	2,209,668	1,524,458
6.00	0.674859	18,705,354	2,348,256	1,663,046
6.50	0.679859	18,843,941	2,486,843	1,801,633
7.00	0.684859	18,982,528	2,625,430	1,940,220
7.50	0.689859	19,121,115	2,764,017	2,078,807
8.00	0.694859	19,259,702	2,902,604	2,217,394
8.50	0.699859	19,398,289	3,041,191	2,355,981
9.00	0.704859	19,536,877	3,179,778	2,494,568
9.50	0.709859	19,675,464	3,318,365	2,633,155
10.00	0.714859	19,814,051	3,456,953	2,771,743
10.50	0.719859	19,952,638	3,595,540	2,910,330
11.00	0.724859	20,091,225	3,734,127	3,048,917
11.50	0.729859	20,229,812	3,872,714	3,187,504
12.00	0.734859	20,368,399	4,011,301	3,326,091
12.50	0.739859	20,506,986	4,149,888	3,464,678
13.00	0.744859	20,645,574	4,288,475	3,603,265
13.50	0.749859	20,784,161	4,427,062	3,741,852
14.00	0.754859	20,922,748	4,565,650	3,880,440
14.50	0.759859	21,061,335	4,704,237	4,019,027

- *Notice & Hearing Limit Rate: This is the highest tax rate that may be adopted without notices and a public hearing. It is the lower of the rollback tax rate or the effective tax rate.
- School Districts: The school tax rate limit is \$1.50 for M&O, plus \$0.50 for 'New' debt plus a rate for 'Old' debt. 'Old' debt is debt authorized to be issued at an election held on or before April 1, 1991, and issued before September 1, 1992. All other debt is 'New' debt.

Tax Levy: This is calculated by taking the adjusted taxable value (line 19 of Effective Tax Rate Worksheet), multiplying by the appropriate rate, such as the Effective Tax Rate and dividing by 100.

For School Districts: This is calculated by taking the adjusted taxable value (line 34 of the Rollback Tax Rate Worksheet), multiplying by the appropriate rate, dividing by 100 and then adding this year's frozen tax levy on homesteads of the elderly.

Additional Levy Last Year: This is calculated by taking Last Year's taxable value (line 3 of Effective Tax Rate Worksheet), multiplying by Last Year's tax rate (line 4 of Effective Tax Rate Worksheet) and dividing by 100.

For School Districts: This is calculated by taking Last Year's taxable value, subtracting Last Year's taxable value for the elderly, multiplying by Last Year's tax rate, dividing by 100 and adding Last Year's tax ceiling.

Additional Levy This Year: This is calculated by taking the current adjusted taxable value, multiplying by the Effective Tax Rate and dividing by 100.

For School Districts: This is calculated by taking the adjusted taxable value (line 34 of the Rollback Tax Rate Worksheet), multiplying by the Effective Tax Rate, dividing by 100 and adding This Year's tax ceiling.

COUNTIES ONLY: All figures in this worksheet include ALL County Funds. Tax Levy amounts are the sum of each Fund's Taxable Value X each Fund's Tax Rate.

NOTICE OF 2015 TAX YEAR PROPOSED PROPERTY TAX RATE FOR City of Leander

A tax rate of \$0.632920 per \$100 valuation has been proposed by the governing body of City of Leander. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	\$0.632920 per \$100
PRECEDING YEAR'S TAX RATE	\$0.652920 per \$100
EFFECTIVE TAX RATE	\$0.614859 per \$100
ROLLBACK TAX RATE	\$0.653065 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Leander from the same properties in both the 2014 tax year and the 2015 tax year.

The rollback tax rate is the highest tax rate that City of Leander may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Deborah M. Hunt, CTA
Williamson County tax assessor-collector
904 S. Main Street, Georgetown, TX 78626
512-943-1603
proptax@wilco.org
www.wilco.org

You are urged to attend and express your views at the following public hearings on proposed tax rate:
First Hearing: 09/14/2015 6:00 PM at Pat Bryson Municipal Hall, 201 N Brushy St, Leander, TX 78641
Second Hearing: 09/17/2015 7:00 PM at Pat Bryson Municipal Hall, 201 N Brushy St, Leander, TX 78641



Executive Summary
September 3, 2015

Agenda Subject: Consider a Proposal to Adopt a Tax Rate for FY 2015-16.

Background: If a taxing entity desires to consider a possible tax rate that would exceed either the effective tax rate or rollback tax rate, whichever is lower, state “Truth-in-Taxation” laws require the governing body to vote on the proposed tax rate and schedule two public hearings. The proposed rate need not be the final rate that the governing body actually adopts, but the final rate cannot exceed the proposed rate. The FY 2015-16 budget includes a proposed rate of 63.292 cents per \$100 which is 2.0 cents below the current rate, but more than the effective tax rate of 61.4859 cents. The rollback rate is 65.3065 cents. If the City Council does not wish to consider a rate greater than the effective rate, then the public hearings would not be required on the tax rate.

Origination: Robert G. Powers, Finance Director

Financial Consideration: N.A.

Recommendation: Move to place the proposed tax rate for FY 2015-16 of 63.292 cents per \$100 valuation on the agenda of a future meeting as an action item.

Attachments: N.A.

Prepared by: Robert G. Powers, Finance Director



Executive Summary
September 3, 2015

Agenda Subject: Schedule Two Public Hearings on a Proposal to Adopt a Tax Rate for FY 2015-16.

Background: If a taxing entity desires to consider a possible tax rate that would exceed either the effective tax rate or rollback tax rate, whichever is lower, state "Truth-in-Taxation" laws require the governing body to vote on the proposed tax rate and schedule two public hearings. The proposed rate need not be the final rate that the governing body actually adopts, but the final rate cannot exceed the proposed rate. The FY 2015-16 budget includes a proposed rate of 63.292 cents per \$100 which is 2.0 cents below the current rate, but more than the effective tax rate of 61.4859 cents. The rollback rate is 65.3065 cents. If the City Council does not wish to consider a rate greater than the effective rate, then the public hearings would not be required on the tax rate.

Origination: Robert G. Powers, Finance Director

Financial Consideration: N.A.

Recommendation: Schedule two Public Hearings in order to allow the City Council to consider a rate greater than the effective tax rate of 61.4859 cents per \$100 valuation, which would require the following motion: "Move to schedule two public hearings on September 14, 2015 (special called City Council meeting beginning at 6:00 p.m.) and September 17, 2015 (regular City Council meeting beginning at 7:00 p.m.) to consider a proposal to adopt a tax rate of 63.292 cents per \$100 valuation."

Attachments: N.A.

Prepared by: Robert G. Powers, Finance Director



Executive Summary
September 3, 2015

Council Agenda Subject: Water Supply Update

Background: The City of Leander is currently following a voluntary Twice-a-Week (Stage 1) outdoor watering schedule since August 6, 2015. Recent spring rains in the Lower Colorado River watershed have significantly increased the combined water supply in Lakes Travis and Buchanan from 767,185 acre-feet on May 1st to a current storage of 1,519,432 acre-feet of combined storage on August 26th for a combined storage of 75% full. Recently the combined storage of both lakes has begun to drop slightly, approximately 3% over the last month. The attached Leander Water Use Graph shows recent water use for July and August of this year.

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

Financial Consideration: None

Recommendation: None

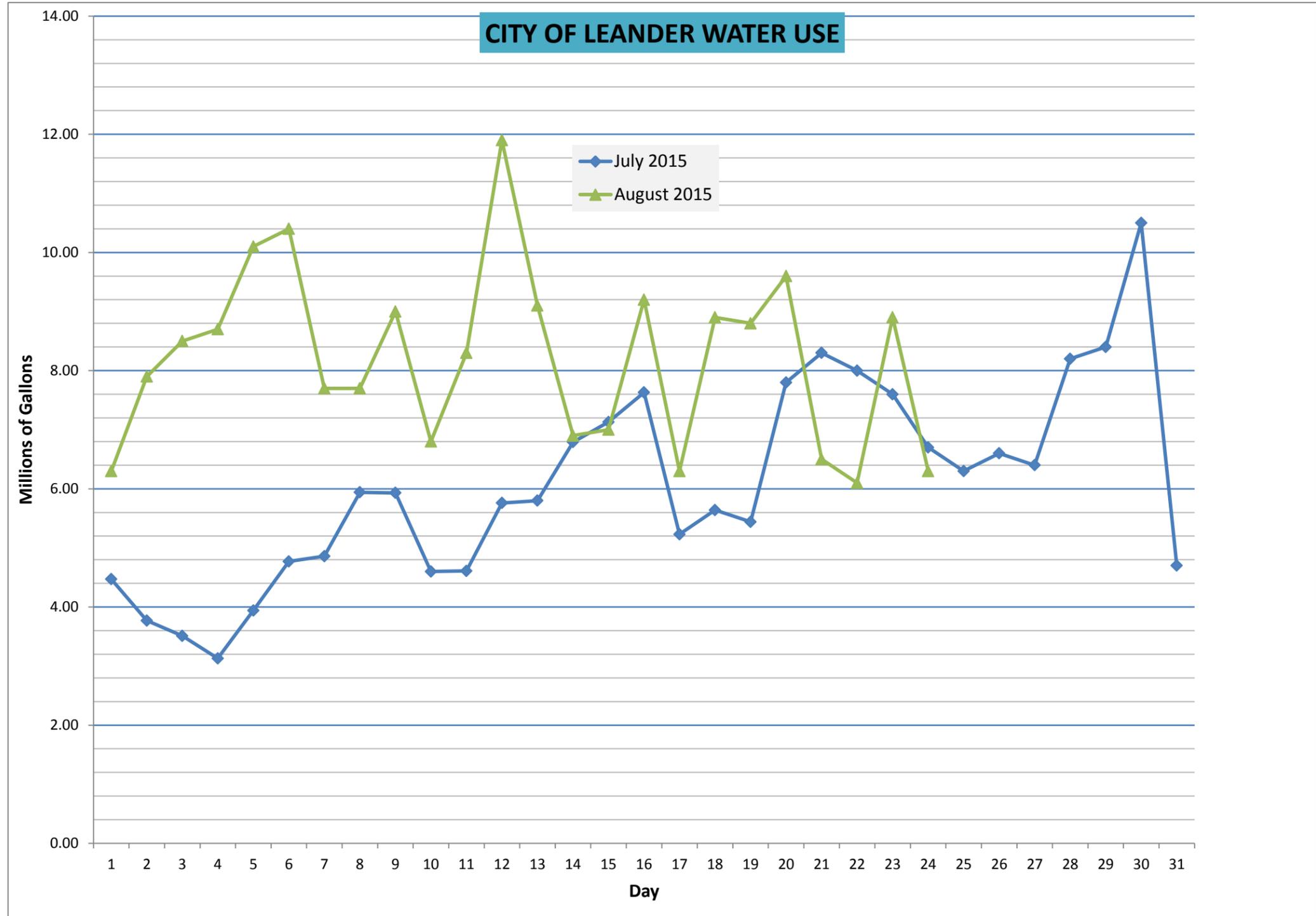
Attachments: City of Leander Water Use Table
LCRA Highland Lakes Storage Chart (As of 8/1/2015)
LCRA Water Supply Status

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

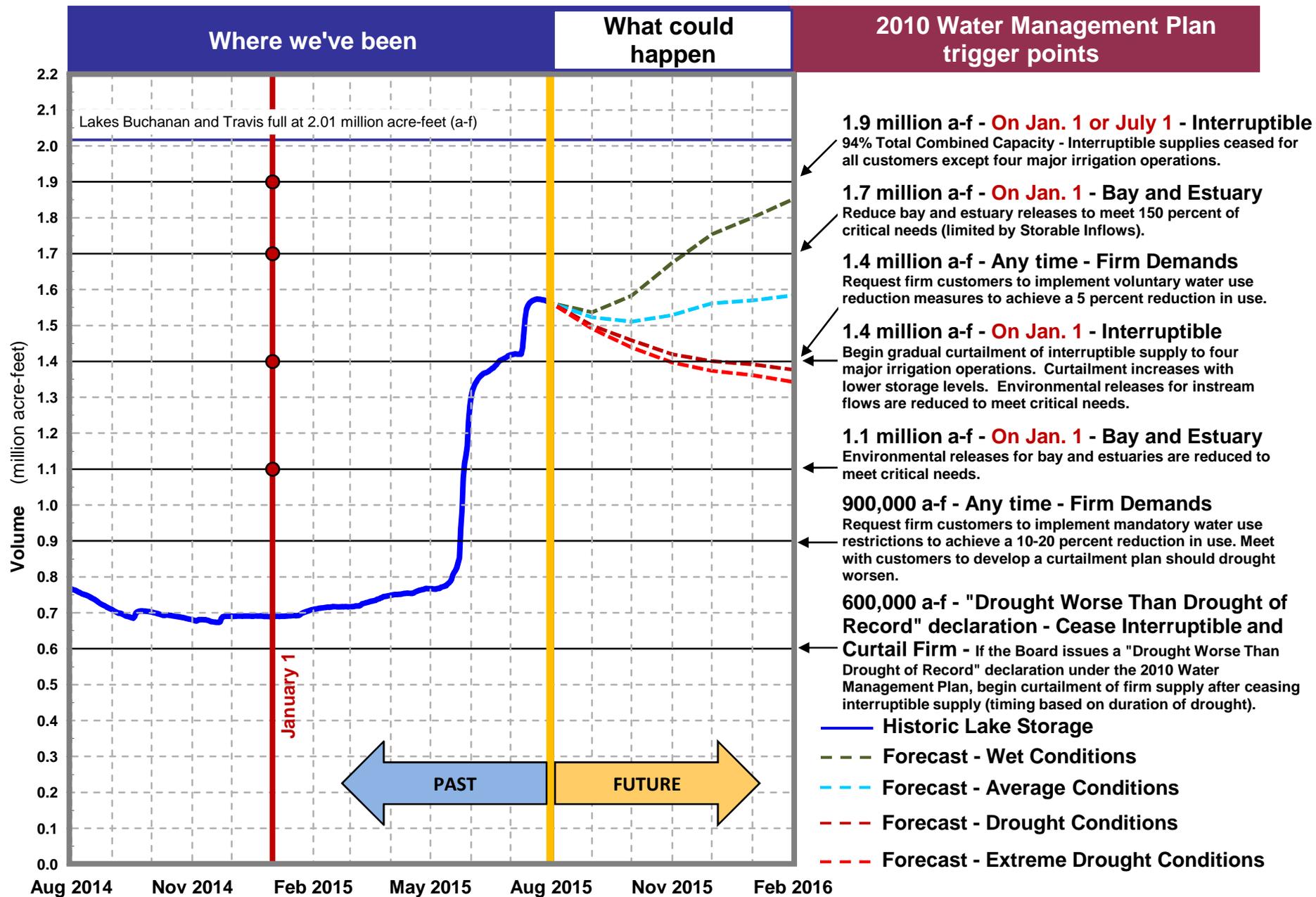
Treated Water (MG)		
Day	July	August
1	4.47	6.30
2	3.77	7.90
3	3.51	8.50
4	3.13	8.70
5	3.94	10.10
6	4.77	10.40
7	4.86	7.70
8	5.94	7.70
9	5.93	9.00
10	4.60	6.80
11	4.61	8.30
12	5.76	11.90
13	5.80	9.10
14	6.79	6.90
15	7.13	7.00
16	7.63	9.20
17	5.23	6.30
18	5.64	8.90
19	5.44	8.80
20	7.80	9.60
21	8.30	6.50
22	8.00	6.10
23	7.60	8.90
24	6.70	6.30
25	6.30	
26	6.60	
27	6.40	
28	8.20	
29	8.40	
30	10.50	
31	4.70	

	July	Aug. (24 days)
Average	6.08	8.20
Max Day	10.50	11.90
	7/20-8/6	8/7-8/24
Average	7.62	8.06
18 day TTL	141.40	145.00

(200,000 Gallons a day difference for 18 days)



Highland Lakes Storage



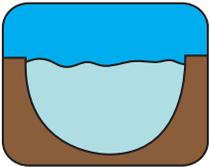
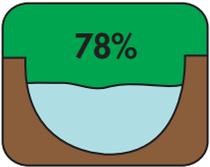
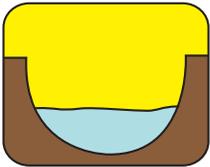
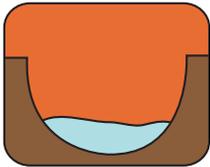
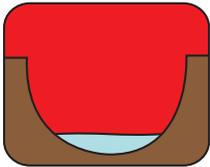
Note: One acre-foot equals 325,851 gallons.

Date: August 1, 2015

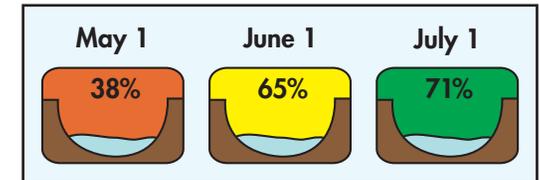
Water Supply Status

Aug. 1, 2015

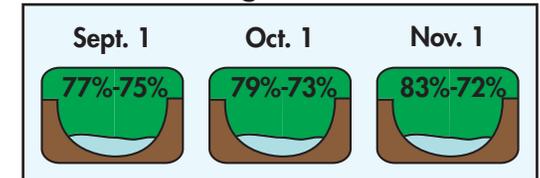
Lakes Travis and Buchanan Current Storage: 1,562,579 acre-feet

		We Are Here 			
Water Supply	Good 2–1.7 million a-f (>85%)	Fair <1.7–1.4 million a-f (85%–70%)	Cautious <1.4 million– 900,000 a-f (70%–45%)	Severe <900,000– 600,000 a-f (45%–30%)	Emergency <600,000 a-f (<30%) <small>("Drought Worse Than Drought of Record" declaration under 2010 Water Management Plan)</small>
Impacts	None	<ul style="list-style-type: none"> Begin environmental reductions** 	<ul style="list-style-type: none"> Request voluntary firm demand reductions Reduce agricultural supply** 	<ul style="list-style-type: none"> Increase reductions for agriculture* Increase voluntary firm demand reductions Increase reductions for environmental** 	<ul style="list-style-type: none"> Agricultural supply cut off Mandatory firm demand reductions
Actions		<ul style="list-style-type: none"> Jan. 1, 2011, reduced supply for environmental flows when storage was 1.55 million a-f 	<ul style="list-style-type: none"> May 2, 2011, requested voluntary firm demand reductions, when storage was less than 1.4 million a-f April 18, 2012, requested continuation of mandatory firm demand reductions until storage exceeds 1.1 million a-f 	<ul style="list-style-type: none"> Aug. 23, 2011, requested firm water customers implement mandatory water use restrictions Jan. 1, 2012, further reduced supply for environmental flows when storage was 0.74 million a-f March 1, 2012, reduced supply for agriculture when storage was 847,324 a-f March 1, 2013, reduced supply for agriculture when storage was 822,782 a-f March 1, 2014, reduced supply for agriculture when storage was 761,270 a-f March 1, 2015, reduced supply for agriculture when storage was 717,053 a-f 	
Forecast		<ul style="list-style-type: none"> Storage could fall below 600,000 a-f in early 2017 if very dry conditions persist 			

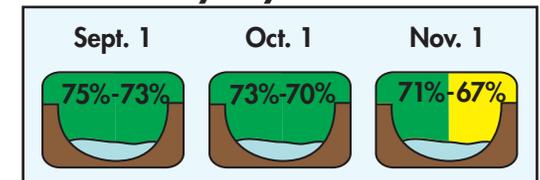
Last Three Months



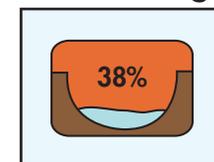
Average Outlook



Very Dry Outlook



One Year Ago



* Based on March 1 storage in lakes
 ** Based on Jan. 1 storage in lakes

Note: One acre-foot (a-f) equals 325,851 gallons.



Executive Summary
September 3, 2015

Agenda Subject: Consider Bond Task Force Committee:
a. Qualifications and appointments
b. Consider Election Date

Background: Council discussed at the August 20th meeting the appointment of two council members to the Committee. It was decided that there would not be any tax increase related to any bond items. Once the committee is formed, council needs to discuss the possible date for a bond election.

Origination: City Council

Recommendation: N/A

Attachments: N/A

Prepared by: Debbie Haile TRMC, City Secretary