



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

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



Thursday ~ October 01, 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
2. Roll Call
3. Staff Comments: Wayne Watts, City Engineer – bid opening of Old 2243 West project
4. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins*

**CONSENT AGENDA: ACTION**

5. Approval of the minutes: September 14, 2015  
September 17, 2015  
September 21, 2015
6. Second reading of an Ordinance of the City of Leander, Texas annexing 13.8481 acres of land, more or less, known as the Ironwood tracts, 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
7. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Oak Creek Phase 5

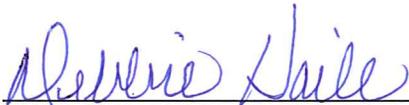
**REGULAR AGENDA**

8. Consider Street Vacate Case #15-SV-001: a portion of Marsala Circle ROW, generally located to the northwest of the intersection of N Bagdad Road and Marsala Circle; Leander, Williamson County, Texas
9. Discussion and possible action to authorize the City Manager to execute an amendment to the Development Agreement between the City of Leander and Cypress Crystal Falls, LP regarding signage for the Randall's Shopping Center at Lakeline Blvd. and Crystal Falls Parkway

10. Consider Authorization of bid for fourteen (14) vehicles from Freedom Chevy Dodge, Sam Pack's Five Star Ford, Silsbee Ford, Randall Reed's Prestige Ford and Grapevine Dodge Chrysler Jeep
11. Consider Contract Award for the East Crystal Falls Boulevard Median Planting Project
12. Council Members Closing Statements
13. 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 25<sup>th</sup> day of September, 2015 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.



Debbie Haile, TRMC, City Secretary



**MINUTES  
SPECIAL CALLED CITY COUNCIL MEETING  
AND WORKSESSION  
CITY OF LEANDER, TEXAS**



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

Monday ~ September 14, 2015 at 6:00 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  
**Mayor Fielder opened the meeting at 6:00 pm  
Council Member Shepherd said a prayer in honor of Council Member Hill whose father passed away this week.**
2. Roll Call  
**Except Council Member Hill**

**PUBLIC HEARING: NO ACTION**

3. Public Hearing on a Proposal to Adopt a Tax Rate for FY 2015-16  
**Robert Powers, Finance Director explained and explained possible changes to the FY 2015/16 Budget**

**Mayor Fielder announced that the vote on the tax rate will occur on Monday September 21, 2015 at 6:00 pm at Pat Bryson Municipal Hall at 201 North Brushy, Leander, Texas.**

**No speakers**

**Mayor Fielder called a break at 6:08 pm  
Council reconvened at 6:10 pm**

**WORKSESSION**

4. Presentation and Discussion on the Composite Zoning Ordinance  
**Tom Yantis, Asst. City Manager explained the Composite Zoning Ordinance and gave the history on the acceptance of the ordinance**
5. Adjournment  
**With there being no further business, the meeting adjourned at 7:09 pm**

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 ~ September 17, 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  
*Presentation of colors by Leander Police Department Honor Guard*  
**Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance**  
**The Leander Police Department Honor Guard presented the colors and led the Pledges**  
**Council Member Seiler delivered the invocation**
2. Roll Call  
**All present**
3. Staff Comments  
**Steve Bosak, Parks & Recreation Director talked about the Bluegrass Festival on September 25 & 26**
4. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins*  
**No speakers**
5. Proclamation for National Night Out  
*Presentation by Assistant Chief Jeffrey Hayes*  
**Mayor Pro Tem Navarrette read the Proclamation**  
**Assistant Police Chief Hayes explained the Proclamation and talked about National Night Out On October 6, 2015**
6. Presentation from the Williamson County Children's Advocacy Center  
**Monica Benoit-Beatty, Executive Director of the Williamson County Children's Advocacy Center gave a presentation and presented Mayor Fielder with a plaque and a portfolio in appreciation for his service on the Board of Directors**

**CONSENT AGENDA**

7. Approval of the minutes: September 3, 2015
8. Receive Quarterly Investment Report for the period ending 6/30/15
9. Dedication and Acceptance of Subdivision Infrastructure Improvements for Magnolia Creek Section 3

10. Dedication and Acceptance of Subdivision Infrastructure Improvements for Magnolia Creek Section 2
11. Dedication and Acceptance of Willis Street Site Development – Offsite Utility Improvements (water and storm drain improvements)
12. Variance to the Construction Noise Ordinance for Bartlett Cocke General Contractors to allow for paving Municipal Drive and the intersection at West Drive overnight for two consecutive nights
13. Termination and Release of a Water Line Easement located in Travisso
14. Second reading of an Ordinance **on** Zoning Case #15-Z-021: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel of land located at 508 Municipal Drive from TF-2-B, Two-Family to LO-2-A, Local Office, Leander, Williamson County, Texas
15. Resolution adopting an Investment Policy and Strategy for the City of Leander
16. Authorize Funding Agreement with WBC Opportunities, Inc.
17. Authorize Funding Agreement with Williamson County Children’s Advocacy Center
18. Split Contract Award to Municipal Emergency Services and Rock-N-Rescue for Fire Safety Equipment

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

**PUBLIC HEARING: NO ACTION**

19. Public Hearing on a Proposal to Adopt a Tax Rate for FY 2015-16  
**Robert Powers, Finance Director explained**

**No speakers**

**Mayor Fielder announced that the vote on the tax rate will occur on Monday, September 21, 2015 at 6:00 pm at the Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, Texas**

**PUBLIC HEARING: ACTION**

20. **Public Hearing** on Zoning Case #15-Z-013; Consider action on the rezoning of a parcel of land generally located to the northwest corner of Crystal Falls Parkway and Lakeline Blvd. for 10.922 acres, more or less, from GC-3-B, General Commercial to PUD, Planned Unit Development, Leander, Williamson County, Texas  
*Applicant: Cunningham-Allen, Inc. (Jana Rice) on behalf of KB Homes Lone Star, Inc.*  
**Tom Yantis, Asst. City Manager explained**  
**Adam Diskin with Bliss Resort Senior Living, applicant , explained the request**

**Lynn Varmette, 1321 MacFarland St. – spoke for**  
**Addie Sassman, 1424 Uhland – spoke against**

**Action** on Zoning Case #15-Z-013; amending Ordinance #05-018, the Composite Zoning Ordinance, for a parcel of land generally located to the northwest corner of Crystal Falls Parkway and Lakeline Blvd. for from GC-3-B, General Commercial to PUD, Planned Unit Development, Leander, Williamson County, Texas

**Motion made by Council Member Stephenson to approve with the recommendations from the Planning & Zoning Commission. No second, therefore the motion dies**

**Motion made by Council Member Abruzzese to approve as originally presented by the applicant with LC-1-A instead of LC-2-A. No second, therefore the motion dies**

**Mayor Pro Tem Navarrette called the question and Council voted unanimously in favor of**

**Motion made by Council Member Hill to deny the request. Second by Council Member Shepherd. Motion passes, 4 to 3 to deny the request with Council Members Stephenson, Abruzzese and Seiler voting against the denial.**

21. **Public Hearing** on Zoning Case #15-Z-016; Consider action on the rezoning of a parcel of land located at 1001 Crystal Falls Parkway for 1.58 acres, more or less, from LO-1-B, Local Office to LC-2-B, Local Commercial, Leander, Williamson County, Texas  
*Applicant: Mike Siefert on behalf of Lookout Partners, LP*  
**Tom Yantis, Asst. City Manager explained**  
**Mike Siefert with Lookout Group, applicant explained**

**Karen Roy, 1812 Twisted Oak – spoke against**  
**Seth Irwin, 1100 Deepwoods Trail – spoke against**  
**Dan Oliver, 1504 Greening Way – spoke against**  
**Leslie Irwin, 1102 Deepwoods Trail – spoke against**  
**Bill Russell, 1131 Ironhorse – spoke against**  
**Shooter Russell, 1131 Ironhorse – spoke against**  
**Laura Yambrick, 1908 Western Justice – spoke against**  
**Tiffany Akers, 1800 Twisted Oak Drive – spoke against**  
**Frankie Thomas, 1800 Buffalo Speedway – spoke against**  
**Thomas Yambrick, 1908 Western Justice – spoke against**  
**Michael Luna, 1103 Madrone Trail – spoke against**  
**Rebecca Kinard, 1802 Twisted Oak – spoke against**  
**Amanda Sigler, 1104 Deepwoods Trail – spoke against**

**Action** on Zoning Case #15-Z-016; amending Ordinance #05-018, the Composite Zoning Ordinance, for a parcel of land at 1001 Crystal Falls Parkway from LO-1-B, Local Office to LC-2-B, Local Commercial, Leander, Williamson County, Texas

**Motion made by Mayor Fielder to approve with LC-02-A as approved by Planning and Zoning Commission, with the restrictions of no drive through business, funeral homes, Convenience Stores and for the majority of the parking to be in the front of the building and an 8 ft. wall instead of a 6ft. wall as a buffer in the back of the property. Second by Mayor Pro Tem Navarrette. Motion fails 3 to 4 with Council Members Stephenson, Shepherd, Abruzzese and Seiler voting against.**

22. **Public Hearing** on the Proposed Budget for FY 2015-16  
**Robert Powers, Finance Director explained**

**Action** on an Ordinance Adopting the FY 2015-16 Annual Budget

**Mayor Fielder moved to ratify the property tax increase reflected in the proposed budget. Second by Council Member Shepherd. Motion passes, all voting “aye”**

**Mayor Fielder moved to approve the proposed budget for FY 2015-16. Second by Mayor Pro Tem Navarrette. Motion passes, all voting “aye”**

## REGULAR AGENDA

23. Consider an Ordinance of the City of Leander, Texas, Amending Ordinance #14-058-00, Adopting the Annual Budget of the City of Leander, Texas for Fiscal Year 2014-2015  
**Robert Powers, Finance Director explained**

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

24. Consider Development Agreement Case #01-DA-001: 2<sup>nd</sup> Amendment: Consider proposed 2<sup>nd</sup> Amendment to the Benbrook Ranch Development Agreement for property generally located to the east of Bagdad Road, north of South Brook Drive, Leander, Williamson County, Texas  
**Tom Yantis, Asst. City Manager explained**

**Motion made by Council Member Stephenson to approve with staff recommendations. Second by Mayor Pro Tem Navarrette. Motion passes, all voting “aye”**

25. Consider 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 and Wastewater Project Cost-Sharing Agreement  
**Tom Yantis, Asst. City Manager explained**  
**Joe Straub, Developer explained the project**  
**Bob Richardson, Landscape Architect explained the layout of the development on the property**

**Motion made by Council Member Seiler to approve the contract as presented and allow non-substantive changes to be made by staff and change from the over 50% on substantial trees to over 40%. Second by Council Member Shepherd. Motion passes, all voting “aye”**

26. Consider Award of Contract for Veterans Park Improvement  
**Steve Bosak, Parks & Recreation Director explained**

**Motion made by Mayor Fielder to approve. Second by Council Member Stephenson. Motion passes, all voting “aye”**

27. Consider Task Order FNI-3 with Freese and Nichols Inc., for the Design, Bidding, and Construction Phase Professional Services for the San Gabriel Parkway Roadway Project  
**Wayne Watts, City Engineer explained**

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

28. Consider Agreement for Architectural and Engineering Services to repurpose and renovate Fire Station #1 and the Pat Bryson Municipal Building  
**Joy Simonton, Purchasing Agent, explained the request**

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

29. Consider Sales Tax Rebate Agreement with Toll Brothers, Highland and Pulte Homes  
**Kent Cagle, City Manager explained**

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

30. Discuss and Consider Letter of Intent and expenditure for YMCA Feasibility Study  
**Kent Cagle, City Manager explained**

**Kirsten Lynch, 1801 Parkwood Drive – spoke against**

**Motion made by Mayor Fielder to approve. Second by Council Member Seiler  
Motion passes, all voting “aye”**

31. Planning & Zoning Commission Progress Report for October 2014 to September 2015  
**Tom Yantis, Asst. City Manager presented the report to the Council**

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

32. Discuss Policy for re-appointments to Boards & Commissions

**Motion made by Mayor Fielder to approve a policy with the following:**

- **City Secretary will send letter to each Board member whose term is expiring. The letter would need to be sent at least 45 days before expiring term date**
- **Letter would need to be returned to City Secretary stating whether Board member would like to be considered for reappointment**
- **If Board Member does not wish to be reappointed; City Secretary will forward to City Council**
- **If Board Member does wish to be considered; City Secretary will forward to the Board Selection Committee who will interview Board Member and make recommendation to City Council**
- **Each City Board will elect a Chairman of the Board annually**

**Second by Council Member Shepherd. Motion passes, all voting “aye”**

**EXECUTIVE SESSION**

33. Pursuant to Section 551.074, Tex. Gov't Code to discuss and perform annual review and evaluation of City Manager pursuant to employment contract  
*Sponsored by Mayor Fielder*

**Council convened into executive session at 9:43 pm  
Council reconvened into open session at 10:17 pm**

34. Reconvene from executive session and take action as deemed appropriate regarding discussion and possible action concerning evaluation of City Manager

**Motion made by Mayor Pro Tem Navarrette to amend the city manager's contract as discussed in executive session. Second by Council Member Stephenson. Motion passes, all voting "aye"**

35. Adjournment

**With there being no further business, the meeting adjourned at 10:18 pm**

Attest:

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Christopher Fielder, Mayor

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Debbie Haile, TRMC, City Secretary



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

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

Monday ~ September 21, 2015 at 6:00 PM



**Mayor – Christopher Fielder  
Place 1 – Andrea Navarrette (Mayor Pro Tem)  
Place 2 – Michelle Stephenson  
Place 3 – Shanana Shepherd**

**Place 4 – Ron Abruzzese  
Place 5 – Jeff Seiler  
Place 6 – Troy Hill  
City Manager – Kent Cagle**

1. Open meeting  
**Mayor Fielder opened the meeting at 6:00 pm.**

2. Roll Call  
**All present**

**REGULAR AGENDA**

3. First Reading of an Ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas for FY 2015-16  
**Robert Powers, Finance Director explained**

**Mayor Fielder moved that the property tax rate be increased by the adoption of a tax rate of \$0.63292 per \$100 valuation which is effectively a 2.9% increase in the tax rate. Second by Mayor Pro Tem Navarrette.**

**Debbie Haile, City Secretary called the vote:**

**Mayor Pro Tem Navarrette      “aye”  
Council Member Stephenson    “aye”  
Council Member Shepherd      “aye”  
Council Member Abruzzese     “aye”  
Council Member Seiler         “aye”  
Council Member Hill            “aye”  
Mayor Fielder                    “aye”**

**Motion passes, all voting “aye”**

4. Second Reading of an Ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas for FY 2015-16

**Robert Powers, Finance Director explained**

**Mayor Fielder moved that the property tax rate be increased by the adoption of a tax rate of \$0.63292 per \$100 valuation which is effectively a 2.9% increase in the tax rate. Second by Mayor Pro Tem Navarrette .**

**Debbie Haile, City Secretary called the vote:**

<b>Mayor Pro Tem Navarrette</b>	<b>“aye”</b>
<b>Council Member Stephenson</b>	<b>“aye”</b>
<b>Council Member Shepherd</b>	<b>“aye”</b>
<b>Council Member Abruzzese</b>	<b>“aye”</b>
<b>Council Member Seiler</b>	<b>“aye”</b>
<b>Council Member Hill</b>	<b>“aye”</b>
<b>Mayor Fielder</b>	<b>“aye”</b>

**Motion passes, all voting “aye”**

5. Adjournment

**With there being no further business, the meeting adjourned at 6:03 pm**

Attest:

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Christopher Fielder, Mayor

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Debbie Haile, TRMC, City Secretary



**Executive Summary**

**August 6, 2015**

**Agenda Subject:** An ordinance of the City of Leander, Texas annexing 13.8481 acres of land, more or less, known as the Ironwood tracts, 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.

**Background:** The City Council approved the resolution accepting the petition for voluntary annexation for the subject tracts at its May 7, 2015 meeting. The properties include two tracts of land totaling approximately 13.8481 acres at the southeast corner of SH 29 and Ronald Reagan. The resolution set the two public hearings for July 2, 2015 and July 16, 2015. The applicant has requested delaying the second and final reading of the ordinance for up to 90 days as allowed by statute. The 1<sup>st</sup> reading of the ordinance was conducted on August 6, 2015.

This is a voluntary annexation.

**Origination:** Applicants

**Recommendation:** Staff recommends approval of the second reading of the ordinance

**Attachments:**

1. Annexation Ordinance
2. Location map
3. Property owner request for annexation
4. Annexation resolution
5. Annexation schedule

**Prepared by:** Tom Yantis, AICP  
Assistant City Manager

09/11/2015

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

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 13.8481 ACRES OF LAND, MORE OR LESS, 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.**

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

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

**WHEREAS**, the property is adjacent and contiguous to the present city limits;

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

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

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

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

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

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

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

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

All that certain tract or parcel of land being 10.2941 acres, more or less, situated in the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

All that certain tract or parcel of land being 3.555 acres, more or less, being part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

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

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

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

**SECTION 8.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

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

**PASSED AND APPROVED** on First Reading this 6<sup>th</sup> day of August, 2015.

**FINALLY PASSED AND APPROVED** on this 1<sup>st</sup> day of October, 2015.

**ATTEST:**

**CITY OF LEANDER, TEXAS**

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

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

**Exhibit "A"**

Property Description: +/- 13.8481 acres (10.2941 acres & 3.555 acres)

**Exhibit "B"**

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

**WHEREAS**, the City of Leander, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

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

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

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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

**NOW, THEREFORE**, the following services will be provided for the subject property on the effective date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as

provided within the City.

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

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

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

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

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

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

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

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

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty dollars (\$350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly

situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

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

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

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

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

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

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

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

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

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

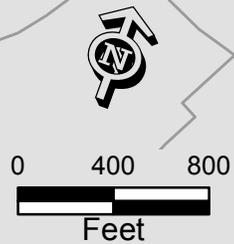
(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

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

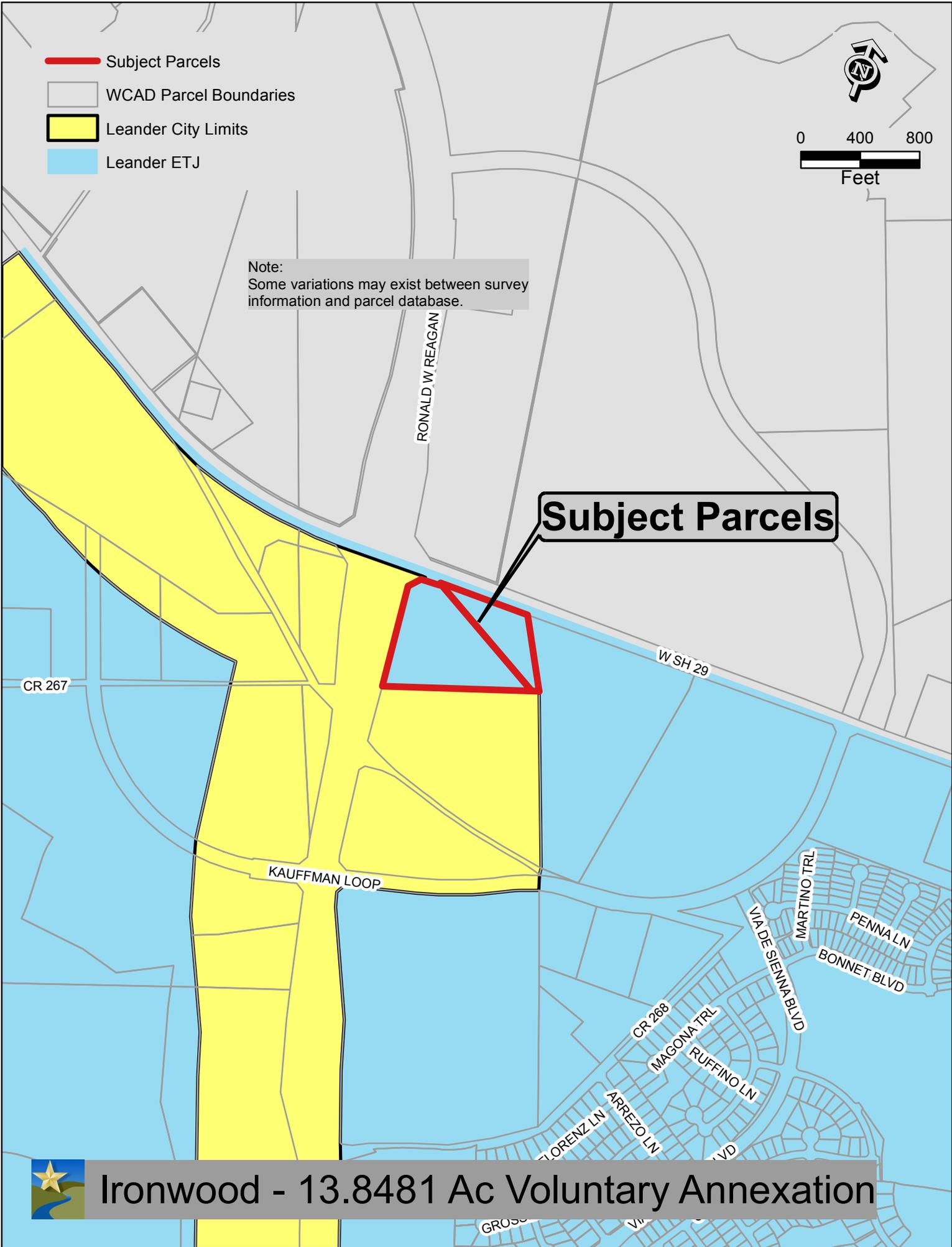
(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

-  Subject Parcels
-  WCAD Parcel Boundaries
-  Leander City Limits
-  Leander ETJ



Note:  
Some variations may exist between survey information and parcel database.

**Subject Parcels**



**Ironwood - 13.8481 Ac Voluntary Annexation**

STATE OF TEXAS                   §  
                                                  §  
COUNTY OF WILLIAMSON       §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER  
FOR ANNEXATION OF PROPERTY**

**WHEREAS**, the undersigned is the owner of certain tracts of property located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

**WHEREAS**, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the subject property by the City;

**WHEREAS**, the subject property is contiguous and adjacent to the corporate limits of the City;

**WHEREAS**, the City, pursuant to §43.021, *Tex. Loc. Gov’t. Code* and the request of the property owner, is authorized to annex the subject property; and,

**WHEREAS**, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

**NOW THEREFORE**, the undersigned by this Petition and Request:

**SECTION ONE:** Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All that certain tract or parcel of land being 10.2941 acres, more or less, situated in the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

All that certain tract or parcel of land being 3.555 acres, more or less, being part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

**SECTION TWO:** Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the municipal services plan.

**SECTION THREE:** Acknowledges and represents having received, read and understood the attached “draft” Service Plan, attached hereto as Exhibit “B”, (proposed to be applicable to and adopted for the subject property) and that such “draft” Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

**SECTION FOUR:** Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

**SECTION FIVE:** Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

**FILED**, this \_\_\_ day of \_\_\_\_\_ 2015, with the City Secretary of the City of Leander, Williamson County, Texas.

**Petitioner – 10.2941 Acres**

SEC 29/RR, LP, a Texas Limited Partnership

By: SEC 29/RR GP, LLC, a Texas Limited Liability Company, its General Partner

By: \_\_\_\_\_  
Name: Scot W. Krieger  
Title: Managing Member

**Petitioner – 3.555 Acres**

SWTWD, Ltd., a Texas Limited Partnership

By: 8833, GP, LLC, a Texas Limited Liability Company, its General Partner

By: \_\_\_\_\_  
Name: Rodney D. Susholtz  
Title: Sole Member

Devon Lea Susholtz 2001 Family Trust

By: \_\_\_\_\_  
Name: Devon Susholtz  
Title: Trustee

Ironwood Real Estate, LLC, a Texas Limited Liability Company

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

Name: Scot W. Krieger

Title: Managing Member

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 Scot W. Krieger, managing member of SEC 29/RR GP, LLC, a Texas limited liability company, general partner of SEC 29/RR, LP, a Texas limited partnership and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_ day of \_\_\_\_\_ 2015.

(SEAL)

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

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 Rodney D. Susholtz, sole member of 8833, GP, LLC, a Texas limited liability company, general partner of SWTWD, Ltd., a Texas limited partnership and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_ day of \_\_\_\_\_ 2015.

(SEAL)

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

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 Devon Susholtz, Trustee of the Devon Lea Susholtz 2001 Family Trust and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_day of \_\_\_\_\_ 2015.

(SEAL)

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

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 Scot W. Krieger, managing member of Ironwood Real Estate, LLC, a Texas limited liability company and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_day of \_\_\_\_\_ 2015.

(SEAL)

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

# **Exhibit “A”**

## **DESCRIPTIONS OF THE SUBJECT PROPERTY**

**10.2941 ACRES & 3.555 ACRES**

# Exhibit “B”

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

**WHEREAS**, the City of Leander, Texas (the “City”) intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject property”);

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

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

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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

**NOW, THEREFORE**, the following services will be provided for the subject property on the effective date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for

service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

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

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

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty dollars (\$350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that

will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

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

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

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

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

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

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

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

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

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

- (iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

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

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

**RESOLUTION NO. 15-006-00**

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 13.8481 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

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

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

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

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

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

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

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

All that certain tract or parcel of land being 10.2941 acres, more or less, situated in the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

All that certain tract or parcel of land being 3.555 acres, more or less, being part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of July 2, 2015 and July 16, 2015. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

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

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

**PASSED AND APPROVED** this the 7th day of May, 2015.

**ATTEST:**

**THE CITY OF LEANDER, TEXAS**

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

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

**Exhibit "A"**

**SUBJECT PROPERTY DESCRIPTION**

**10.2941 ACRES & 3.555 ACRES**

**Exhibit “B”**

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

**WHEREAS**, the City of Leander, Texas (the “City”) intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject property”);

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

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

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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

**NOW, THEREFORE**, the following services will be provided for the subject property on the effective date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

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

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

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

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

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

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

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

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

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty

dollars (\$350.00) per living unit equivalent (the “System Reservation Fee”), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners’ respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City’s wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

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

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

**SCHEDULE FOR VOLUNTARY ANNEXATION**  
**Bradley Tract +/- 126.098 Acres and Ironwood Tract +/- 13.8481 Acres**

<b>DATE</b>	<b>ACTION/EVENT</b>	<b>LEGAL AUTHORITY</b>
May 7, 2015	<b>COUNCIL BY WRITTEN RESOLUTION</b> Directs notification to land owners; and sets two (2) Public Hearings <b>July 2, 2015 and July 16, 2015</b> ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
<b>By June 1, 2015</b>	<b>NOTICE TO</b> property owners & utility providers	Loc. Gov't Code § 43.062(a)
<b>June 17, 2015**</b> Publish notice of First Public Hearing and send school district notice	<b>NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS</b> ; (If applicable, certified Notice to Railroad). <b>POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE</b>	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
<b>July 1, 2015**</b> Publish notice of Second Public Hearing	<b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	<b>LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS</b> (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
<b>July 2, 2015*</b>	<b>1st PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
<b>July 16, 2015*</b>	<b>2nd PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date <b>August 6, 2015*</b>	<b>FIRST READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
August 20, 2015; Or at a special called meeting after the 1st First Reading	<b>SECOND-FINAL READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Not more than 90 days after 1 <sup>st</sup> reading of Ordinance § 43.064.
<b>Within 30 days of Second Reading</b>	<b>CITY SENDS COPY OF MAP</b> showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	<b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b>  <ol style="list-style-type: none"> <li>1. County Clerk</li> <li>2. County Appraisal District</li> <li>3. County Tax Assessor Collector</li> <li>4. 911 Addressing</li> <li>5. Sheriff's Office</li> <li>6. City Department Heads</li> <li>7. State Comptroller</li> <li>8. Franchise Holders</li> </ol>	

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

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



**Executive Summary**

**October 1, 2015**

**Council Agenda Subject:** Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Oak Creek Phase 5

**Background:** The subdivision infrastructure improvements required for Oak Creek Phase 5 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on **October 1, 2015**, which will provide warranty and maintenance coverage for the infrastructure improvements through **October 1, 2017**. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

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

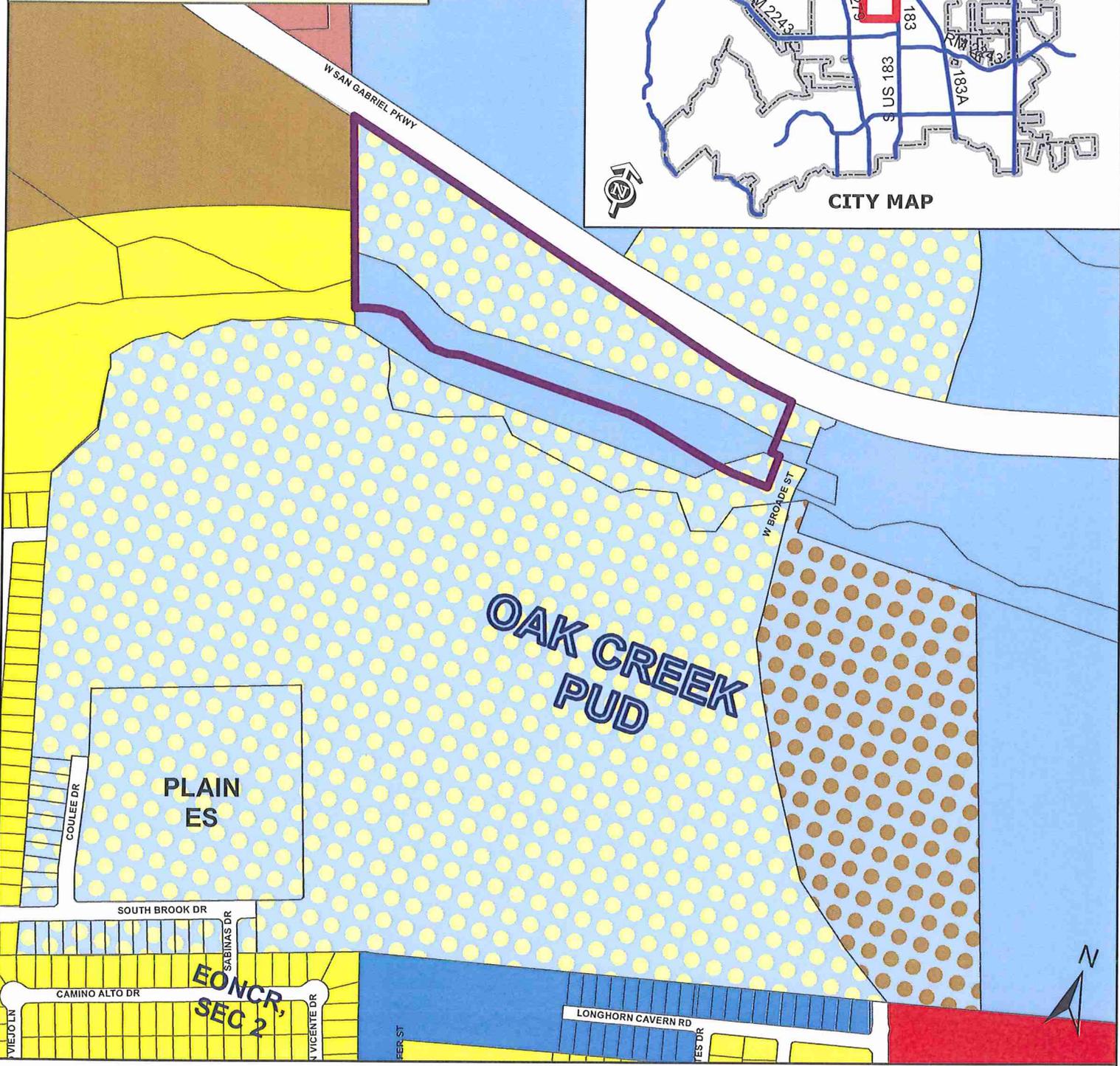
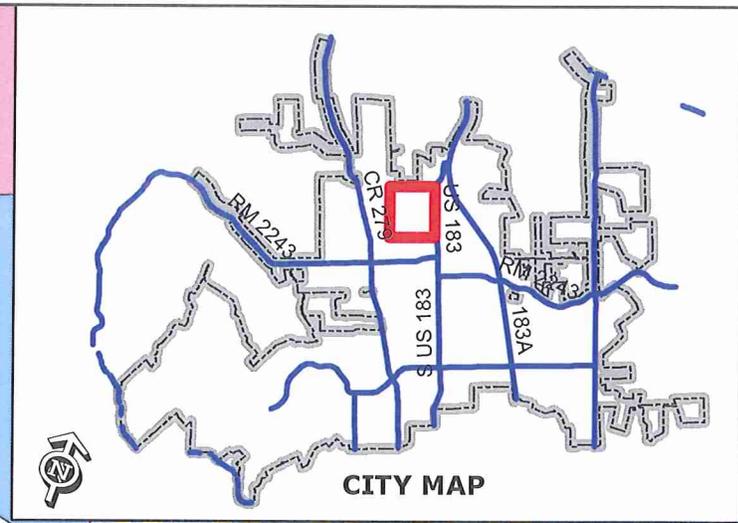
**Financial Consideration:** N/A

**Recommendation:** Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Oak Creek Phase 5.

**Attachments:** Location Map, Engineer's Concurrence Letter, ADA Inspection, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates.

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

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.

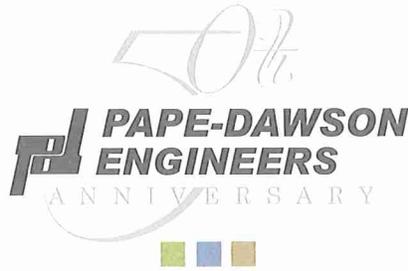


### SUBDIVISION ACCEPTANCE

Location Map - Oak Creek Phase 5

Area for Acceptance	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	





ENGINEER'S CONCURRENCE  
FOR  
PROJECT ACCEPTANCE

PROJECT: Oak Creek Phase 5  
Street, Drainage, Water and Wastewater

Date: August 24, 2015

Owner's Name and Address

Consultant Engineer's Name and Address

Sentinel Cotter Leander, LLC  
700 Lavaca Street Suite 900  
Austin, TX 78701

Pape-Dawson Engineers, Inc.  
7800 Shoal Creek Blvd., Suite 220 West  
Austin, Texas 78757

On August 07, 2015, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Leander and the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Punchlist items have been completed.

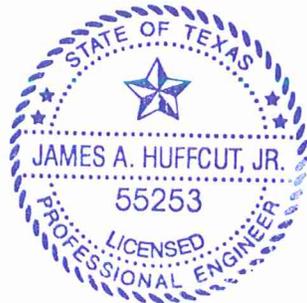
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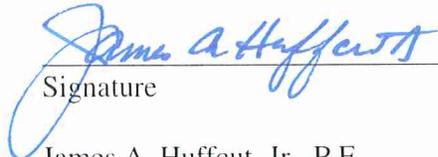
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(SEAL)





Signature

James A. Huffcut, Jr., P.E.

Typed Name

55253

Texas Registration No.

August 18, 2015

Tom Rielly  
Sentinel-Cotter Leander LLC  
700 Lavaca Street, Ste 900  
Austin, TX 78701

**EABPRJ: B5811476**

**Re:**

Oak Creek Phase 1, 2 & 5  
Oak Creek Subdivision  
South of San Gabriel Parkway West of 183  
Leander, TX 78641

**INSPECTION COMPLETED – NO VIOLATIONS**

Dear Mr. Rielly:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

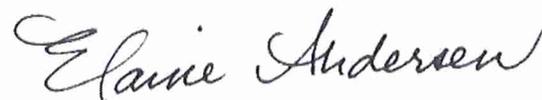
The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Elaine Andersen at (512) 410-7059.

Please reference the EABPRJ project number in all future correspondence pertaining to this project.

Sincerely,



Elaine Andersen, RAS #1284

cc: Salvador Baeza

## Inspection Report

Article 9102, T.C.S.

Texas Accessibility Standards (TAS)

**Inspection Date:** August 18, 2015

**EABPRJ No:** B5811476

**RAS:** Elaine Andersen (License #1284)

**RAS Project No:** 15-040

### PROJECT INFORMATION

Oak Creek Phase 1, 2 & 5  
Oak Creek Subdivision  
South of San Gabriel Parkway West of 183  
Leander, TX 78641

**Description:** Sidewalk and pedestrian ramps to service the proposed single-family home development.

**Scope:** The scope of the project includes the requirements for TAS 201.1 and Elimination of Architectural Barriers Administrative Rules 68.102

### OWNER INFORMATION

Tom Rielly  
Sentinel-Cotter Leander LLC  
700 Lavaca Street, Ste 900  
Austin, TX 78701

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The following report identifies violations with the Texas Accessibility Standards (TAS).

No violations of the TAS were found.

**REPORT COMMENTS**

1. The scope of this report is limited to an inspection for compliance with the 2012 Texas Accessibility Standards (TAS). This report excludes a review for compliance with other accessibility requirements such as the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the 2010 Standards for Accessible Design.
2. The scope of the report excludes an inspection for compliance with building code requirements such as the International Building Code (IBC).
3. The report does not cover any elements or spaces which are not subject to the TAS. The report does not cover any elements or spaces that are outside of the scope of work of this project or outside of the property line as indicated by the construction documents.
4. Forward the Inspection Response Form to Altura Solutions within 90 days from the date of this report.
5. Contact Elaine Andersen at (512) 410-7059 or at [elaine@alturalp.com](mailto:elaine@alturalp.com) with any questions or comments.

**-END OF REPORT**

MAINTENANCE BOND  
Subdivision Improvements  
Bond No. MNT9178295

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

KNOW ALL BY THESE PRESENTS, that Cash Construction Company, Inc. as Principal, whose address is P.O. Box 1279, Pflugerville, Texas 78691 and Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company a Corporation organized under the laws of the State of Maryland, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of One Hundred Three Thousand Four Hundred Ninety Six and 95/100's Dollars (\$103,496.95) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Oak Creek Phase 5 (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 18<sup>th</sup> day of August, 2015.

Cash Construction Company, Inc.  
Principal

Fidelity and Deposit Company of Maryland,  
Colonial American Casualty and Surety Company  
Surety

By: BJ Cash

By: David S. Ballew

Title: V.P.

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

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

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

P.O. Box 1279

1400 American Lane, Tower I, 18<sup>th</sup> Floor

Pflugerville, Texas 78691

Schaumburg, IL 60196-1056

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

Ballew Surety Agency, Inc., David S. Ballew

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

(Seal)

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David S. BALLEW, of Austin, Texas**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of December, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes  
*Secretary*  
*Eric D. Barnes*

James M. Carroll  
*Vice President*  
*James M. Carroll*

State of Maryland  
County of Baltimore

On this 12th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015



## Fidelity and Deposit Companies

Home Office: 3910 Keswick Road Baltimore, MD 21211

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-800-654-5155**

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

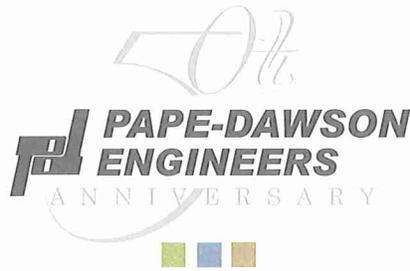
**1-800-252-3439**

You may write the Texas Department of Insurance:

**P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771**

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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



August 24, 2015

Michael O'Neal  
 Engineering Department  
 City of Leander  
 200 W. Willis St.  
 Leander, Texas 78646

RE: Oak Creek Phase 5 - Inspection Fees

Dear Mr. O'Neal:

As part of the subdivision improvements acceptance process, inspection fees shall be checked to determine if there was an under or over payment. The inspection fees were paid prior to construction based on our Engineer's Opinion of Probable Cost (OPC). The inspection fees have now been re-calculated based on the Contractor's final pay application. The following is a summary of the inspection fee comparison:

	Estimated Cost	Fee %	Fees Paid	Final Cost	Fee %	Fees Required	Settle-Up Amount
Construction Improvements	\$865,917.62	2.5%	\$21,647.94	\$1,034,969.50	2.5%	\$25,874.20	\$4,226.26
						<b>Balance Due</b>	<b>\$4,226.26</b>

Based on the above comparison Sentinel underpaid \$4,226.26.

Please contact me if you have any questions or need additional information.

Sincerely,  
 Pape-Dawson Engineers, Inc.  
 Texas Board of Professional Engineers. Firm Registration #470

  
 Juan Brizuela, P.E.  
 Project Manager



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**Construction Contract Summary  
Oak Creek Subdivision  
Phase 5**

Final Pay Application (8/11/15)  
Cash Construction

Prepared By: 8/13/2015  
Juan Brizuela, PE  
Pape-Dawson Engineers, Inc.  
TBPE Firm Reg #470

	Original Contract				Final
	Amount	CO#1	CO#2	CO#3	
Streets	\$ 285,272.50				\$ 285,272.50
Drainage	\$ 231,928.00				\$ 231,928.00
Water	\$ 139,477.50				\$ 139,477.50
WW	\$ 168,225.00				\$ 168,225.00
ESC	\$ 12,766.50				\$ 12,766.50
Street Lights	\$ 72,800.00				\$ 72,800.00
Pond E	\$ 124,500.00				\$ 124,500.00
CO	\$ -				\$ -
<b>Total</b>	<b>\$ 1,034,969.50</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,034,969.50</b>

*\*Note: Dry Utilities and Lot Improvements are excluded from Construction Summary total and Maintenance Bond amount.*

APPLICATION FOR PAYMENT

**CONTRACTOR:**  
 CASH CONSTRUCTION COMPANY, INC.  
 P.O. BOX 1279  
 PFLUGERVILLE, TEXAS 78691  
 (512) 251-7872  
 Fax (512) 990-5609

**OWNER:**  
 SENTINEL/COTTER LEANDER II, LLC  
 4910 CAMPUS DRIVE  
 NEWPORT BEACH, CA 92660

**PROJECT NAME:** OAK CREEK PHASE 5  
**CASH JOB NO:** 743

**PROJECT DATE AS OF:** 08/11/2015  
**BILLED TO PAY REQUEST NO.:** 7 - Final

**TOTAL WORK COMPLETED TO DATE** \$1,265,735.50  
**RETAINAGE:** \$126,573.55  
**AMOUNT DUE THIS ESTIMATE:** \$1,139,161.95  
**PREVIOUS BILLINGS:** \$845,661.60  
**CURRENT AMOUNT DUE** \$293,500.35

**CONTRACT DATE:** 01/14/2015  
**ORIGINAL CONTRACT AMOUNT:** \$1,265,735.50  
**CHANGE ORDER #1**  
**CHANGE ORDER #2**  
**CHANGE ORDER #3**  
**CHANGE ORDER #4**  
**CHANGE ORDER #5**  
**REVISED CONTRACT AMOUNT:** \$1,265,735.50

Contractor's Representative \_\_\_\_\_ Date 5/11/15

Sentinel/Cotter Leander II, LLC \_\_\_\_\_ Date \_\_\_\_\_

Pape-Dawson Engineers, Inc. \_\_\_\_\_ Date \_\_\_\_\_

TO: SENTINEL/COTTER LEANDER, LLC  
 4910 CAMPUS DRIVE  
 NEWPORT BEACH, CA 92660

APPLICATION FOR PAYMENT

JOB NAME: OAK CREEK PHASE 5

JOB# ESTIMATE # 7 - Final 743

DATE 08/11/2015

REV. AMOUNT \$1,265,735.50

RETAINAGE \$216,500.00 (10%)

TOTAL WORK THIS ESTIMATE \$22,226.50  
 TOTAL COMPLETED TO DATE \$1,265,735.50  
 LESS RETAINAGE \$216,500.00  
 TOTAL DUE TO DATE \$1,049,235.50  
 PREVIOUS BILLINGS \$845,661.60  
 AMOUNT DUE THIS ESTIMATE \$203,573.90

FROM: CASH CONSTRUCTION COMPANY, INC.  
 P.O. BOX 1279  
 PFLUGERVILLE TX 78691

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	THIS QTY ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
<b>EROSION CONTROLS</b>											
SC	SILT FENCE	EA	1.00	\$1,500.00	\$1,500.00	0	0	\$0.00	1	\$1,500.00	100.00%
RF	ROCK BERM	LF	2,680.00	\$5,360.00	\$2.00	2,680	0	\$0.00	2,680	\$5,360.00	100.00%
EA	INLET PROTECTION	EA	50.00	\$1,000.00	\$20.00	0	50	\$1,000.00	50	\$1,000.00	100.00%
SY	6" GABION MATRESS	SY	9.00	\$800.00	\$75.00	0	0	\$0.00	8	\$600.00	100.00%
SY	MORTARED ROCK RIPRAP	SY	32.00	\$1,280.00	\$40.00	0	32	\$1,280.00	32	\$1,280.00	100.00%
SY	REVEG ROW	SY	14.00	\$91.00	\$6.50	0	14	\$91.00	14	\$91.00	100.00%
	SUBTOTAL EROSION CONTROLS		4,233.00	\$2,116.50	\$0.50	0	4,233	\$2,116.50	4,233	\$2,116.50	100.00%
				\$12,766.50				\$5,306.50		\$12,766.50	
<b>STREET IMPROVEMENTS</b>											
SY	CLEAR & GRUB (ROW)	SY	11,042.00	\$11,042.00	\$1.00	11,042	0	\$0.00	11,042	\$11,042.00	100.00%
SY	EXCAVATION & EMBANKMENT (ROW)	SY	11,042.00	\$24,844.50	\$2.25	11,042	0	\$0.00	11,042	\$24,844.50	100.00%
SY	6" STD SUBGRADE PREP (3' BOC)	SY	8,291.00	\$16,582.00	\$2.00	8,291	0	\$0.00	8,291	\$16,582.00	100.00%
SY	12" FLEX BASE (3' BOC)	SY	8,291.00	\$99,492.00	\$12.00	8,291	0	\$0.00	8,291	\$99,492.00	100.00%
SY	1.5" HMA/C	SY	6,175.00	\$55,575.00	\$9.00	6,175	0	\$0.00	6,175	\$55,575.00	100.00%
LF	6" CURB & GUTTER	LF	3,809.00	\$49,517.00	\$13.00	3,809	0	\$0.00	3,809	\$49,517.00	100.00%
EA	ADA RAMPS	EA	6.00	\$6,000.00	\$1,000.00	0	6	\$6,000.00	6	\$6,000.00	100.00%
EA	CONC VALLEY GUTTER	EA	1.00	\$5,100.00	\$5,100.00	1	0	\$0.00	1	\$5,100.00	100.00%
LF	4" CONC SIDEWALKS	LF	240.00	\$5,280.00	\$22.00	0	240	\$5,280.00	240	\$5,280.00	100.00%
EA	5 CONC DRIVEWAY	EA	65.00	\$1,696.00	\$26.00	0	65	\$1,696.00	65	\$1,696.00	100.00%
EA	STOP STREET SIGN/BAR	EA	3.00	\$1,500.00	\$500.00	0	3	\$1,500.00	3	\$1,500.00	100.00%
EA	SPEED LIMIT SIGN	EA	5.00	\$1,250.00	\$250.00	0	5	\$1,250.00	5	\$1,250.00	100.00%
EA	TE TO EXIST STREET	EA	1.00	\$1,200.00	\$1,200.00	0	1	\$1,200.00	1	\$1,200.00	100.00%
LS	STAKING	LS	1.00	\$6,200.00	\$6,200.00	1	0	\$0.00	1	\$6,200.00	100.00%
	SUBTOTAL STREET IMPROVEMENTS		1.00	\$6,200.00	\$6,200.00	1	0	\$0.00	1	\$6,200.00	100.00%
				\$285,272.50				\$16,920.00		\$285,272.50	
<b>WASTEWATER IMPROVEMENTS</b>											
LF	8" PVC SDR26 0'-8"	LF	941.00	\$34,481.00	\$41.00	841	0	\$0.00	941	\$34,481.00	100.00%
LF	8" PVC SDR26 8'-10"	LF	932.00	\$41,008.00	\$44.00	932	0	\$0.00	932	\$41,008.00	100.00%
EA	4" DIA MANHOLE (STD)	EA	9.00	\$37,800.00	\$4,200.00	9	0	\$0.00	9	\$37,800.00	100.00%
VF	4" DIA EXTRA DEPTH MANHOLE	VF	6.00	\$2,400.00	\$400.00	6	0	\$0.00	6	\$2,400.00	100.00%
EA	SINGLE SERVICE	EA	1.00	\$1,200.00	\$1,200.00	1	0	\$0.00	1	\$1,200.00	100.00%
EA	DOUBLE SERVICE	EA	32.00	\$44,800.00	\$1,400.00	32	0	\$0.00	32	\$44,800.00	100.00%
EA	18" STEEL CASING	EA	26.00	\$2,990.00	\$115.00	26	0	\$0.00	26	\$2,990.00	100.00%
LF	TRENCH SAFETY	LF	1,773.00	\$1,773.00	\$1.00	1,773	0	\$0.00	1,773	\$1,773.00	100.00%
LF	STAKING	LF	1,773.00	\$1,773.00	\$1.00	1,773	0	\$0.00	1,773	\$1,773.00	100.00%
	SUBTOTAL WASTEWATER IMPROVEMENTS		1,773.00	\$1,773.00	\$1.00	1,773	0	\$0.00	1,773	\$1,773.00	100.00%
				\$168,225.00				\$0.00		\$168,225.00	
<b>DRAINAGE IMPROVEMENTS</b>											
LF	18" CL III RCP	LF	164.00	\$6,888.00	\$42.00	164	0	\$0.00	164	\$6,888.00	100.00%
LF	24" CL III RCP	LF	767.00	\$41,418.00	\$54.00	767	0	\$0.00	767	\$41,418.00	100.00%
LF	36" CL III RCP	LF	253.00	\$22,770.00	\$90.00	253	0	\$0.00	253	\$22,770.00	100.00%
LF	42" CL III RCP	LF	574.00	\$68,584.00	\$119.00	574	0	\$0.00	574	\$68,584.00	100.00%
LF	48" CL III RCP	LF	199.00	\$29,054.00	\$146.00	199	0	\$0.00	199	\$29,054.00	100.00%
EA	STORM SEWER MH/JO BOX	EA	1.00	\$3,900.00	\$3,900.00	1	0	\$0.00	1	\$3,900.00	100.00%
EA	10" COA STD CURB INLET	EA	4.00	\$14,000.00	\$3,500.00	4	0	\$0.00	4	\$14,000.00	100.00%
EA	15" COA STD CURB INLET	EA	4.00	\$22,000.00	\$5,500.00	4	0	\$0.00	4	\$22,000.00	100.00%
EA	4-24" 6-1 SET	EA	2.00	\$10,600.00	\$5,300.00	2	0	\$0.00	2	\$10,600.00	100.00%
LF	CHANNEL	LF	720.00	\$10,800.00	\$15.00	720	0	\$0.00	720	\$10,800.00	100.00%
LF	TRENCH SAFETY	LF	1,957.00	\$1,957.00	\$1.00	1,957	0	\$0.00	1,957	\$1,957.00	100.00%
LF	STAKING	LF	1,957.00	\$1,957.00	\$1.00	1,957	0	\$0.00	1,957	\$1,957.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
<b>WATER IMPROVEMENTS</b>											
8" PVC-900 DR 14		LF	1,985.00	\$60,760.00	\$31.00	1,985	0	\$0.00	1,985	\$60,760.00	100.00%
8" GATE VALVE		EA	3.00	\$3,900.00	\$1,300.00	3	0	\$0.00	3	\$3,900.00	100.00%
5 1/4" FIRE HYDRANT ASSEMBLY		EA	5.00	\$20,500.00	\$4,100.00	5	0	\$0.00	5	\$20,500.00	100.00%
SINGLE SERVICE		EA	1.00	\$900.00	\$900.00	1	0	\$0.00	1	\$900.00	100.00%
DOUBLE SERVICE		EA	32.00	\$35,200.00	\$1,100.00	32	0	\$0.00	32	\$35,200.00	100.00%
WET CONNECTION		EA	1.00	\$1,500.00	\$1,500.00	1	0	\$0.00	1	\$1,500.00	100.00%
BLOW OFF		EA	2.00	\$2,000.00	\$1,000.00	2	0	\$0.00	2	\$2,000.00	100.00%
18" STEEL CASING		LF	26.00	\$2,990.00	\$115.00	26	0	\$0.00	26	\$2,990.00	100.00%
36" STEEL CASING		LF	70.00	\$8,750.00	\$125.00	70	0	\$0.00	70	\$8,750.00	100.00%
TRENCH SAFETY		LF	1,985.00	\$992.50	\$0.50	1,985	0	\$0.00	1,985	\$992.50	100.00%
STAKING		LF	1,985.00	\$1,985.00	\$1.00	1,985	0	\$0.00	1,985	\$1,985.00	100.00%
<b>SUBTOTAL WATER IMPROVEMENTS</b>				\$139,477.50			0	\$0.00	1,985	\$139,477.50	100.00%
<b>LOT GRADING</b>											
EXCAVATION/EMBANKMENT (LOTS)		SY	59,344.00	\$89,016.00	\$1.50	59,344	0	\$0.00	59,344	\$89,016.00	100.00%
<b>SUBTOTAL LOT GRADING</b>				\$89,016.00			0	\$0.00	59,344	\$89,016.00	100.00%
<b>DRY UTILITIES</b>											
ELECTRICAL CIVIL IMPROVEMENTS		LOT	63.00	\$81,900.00	\$1,300.00	63	0	\$0.00	63	\$81,900.00	100.00%
GAS CIVIL IMPROVEMENTS		LOT	63.00	\$44,100.00	\$700.00	63	0	\$0.00	63	\$44,100.00	100.00%
STREET LIGHTS		EA	13.00	\$72,800.00	\$5,600.00	13	0	\$0.00	13	\$72,800.00	100.00%
<b>SUBTOTAL DRY UTILITIES</b>				\$198,800.00			0	\$0.00	13	\$198,800.00	100.00%
<b>MISC ITEMS</b>											
GEOTECHNICAL TESTING		LOT	63.00	\$15,750.00	\$250.00	63	0	\$0.00	63	\$15,750.00	100.00%
<b>SUBTOTAL MISC ITEMS</b>				\$15,750.00			0	\$0.00	63	\$15,750.00	100.00%
<b>POND IMPROVEMENTS</b>											
POND E		LS	1.00	\$124,500.00	\$124,500.00	1	0	\$0.00	1	\$124,500.00	100.00%
<b>SUBTOTAL POND IMPROVEMENTS</b>				\$124,500.00			0	\$0.00	1	\$124,500.00	100.00%
<b>TOTAL BASE BID</b>				\$1,285,735.50				\$22,226.50		\$1,265,735.50	

CONSTRUCTION COST  
 (CITY OF LEAHOR  
 FORMAL CONSTRUCTION PER)  
 MAINTAINABLE BOND CMC.  
 = \$ 1,034,969.50

APPLICATION FOR PAYMENT

**CONTRACTOR:**  
 CASH CONSTRUCTION COMPANY, INC.  
 P.O. BOX 1279  
 PFLUGERVILLE, TEXAS 78691  
 (512) 251-7872  
 Fax (512) 990-5609

**OWNER:**  
 SENTINEL/COTTER LEANDER II, LLC  
 4910 CAMPUS DRIVE  
 NEWPORT BEACH, CA 92660

PROJECT NAME: **OAK CREEK PHASE 5**  
 CASH JOB NO: 743

PROJECT DATE AS OF: 08/11/2015  
 BILLED TO PAY REQUEST NO.: 7 - Final  
 TOTAL WORK COMPLETED TO DATE \$1,265,735.50  
 RETAINAGE: \$126,573.55  
 AMOUNT DUE THIS ESTIMATE: \$1,139,161.95  
 PREVIOUS BILLINGS: \$1,119,158.10  
 CURRENT AMOUNT DUE \$20,003.85

CONTRACT DATE: 01/14/2015  
 ORIGINAL CONTRACT AMOUNT: \$1,265,735.50  
 CHANGE ORDER #1  
 CHANGE ORDER #2  
 CHANGE ORDER #3  
 CHANGE ORDER #4  
 CHANGE ORDER #5  
 REVISED CONTRACT AMOUNT: \$1,265,735.50

Contractor's Representative

Date

*8/11/15*

Sentinel/Cotter Leander II, LLC

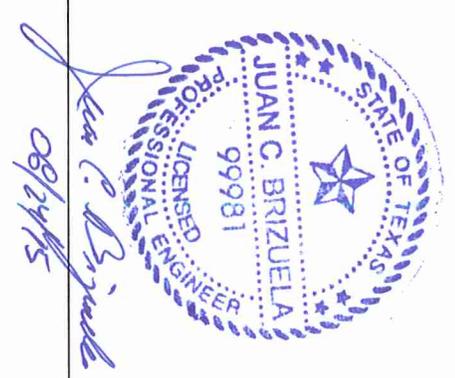
Date

Pape-Dawson Engineers, Inc.

Date

*Juan C Brizuela*

*08/24/15*



TO: SENTINEL/COTTER LEANDER, LLC APPLICATION FOR PAYMENT

4910 CAMPUS DRIVE  
NEWPORT BEACH, CA 92660

FROM: CASH CONSTRUCTION COMPANY, INC.  
P.O. BOX 1279  
PFLUGERVILLE TX, 78691

JOB NAME: OAK CREEK PHASE 5  
JOB#: 743  
ESTIMATE # 7 - Final  
DATE 08/11/2015  
ORIG. AMOUNT \$1,265,735.50  
REV. AMOUNT \$1,265,735.50  
RETAINAGE 10%

TOTAL WORK THIS ESTIMATE \$22,226.50  
TOTAL COMPLETED TO DATE \$1,265,735.50  
LESS RETAINAGE \$126,573.55  
TOTAL DUE TO DATE \$1,139,161.95  
PREVIOUS BILLINGS \$1,119,165.10  
AMOUNT DUE THIS ESTIMATE \$20,003.85

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
<b>EROSION CONTROLS</b>											
SCF	SILT FENCE	EA	1.00	\$1,500.00	\$1,500.00	1	0	\$0.00	1	\$1,500.00	100.00%
	ROCK BERM	LF	2,680.00	\$5,360.00	\$2.00	2,680	0	\$0.00	2,680	\$5,360.00	100.00%
	INLET PROTECTION	EA	50.00	\$1,000.00	\$20.00	0	50	\$1,000.00	50	\$1,000.00	100.00%
	6" GABION MATPRESS	EA	8.00	\$600.00	\$75.00	8	0	\$0.00	8	\$600.00	100.00%
	MORTARED ROCK RIPRAP	SY	32.00	\$1,280.00	\$40.00	0	32	\$1,280.00	32	\$1,280.00	100.00%
	REVEG ROW	SY	14.00	\$910.00	\$65.00	0	14	\$910.00	14	\$910.00	100.00%
		SY	4,233.00	\$2,116.50	\$0.50	0	4,233	\$2,116.50	4,233	\$2,116.50	100.00%
	<b>SUBTOTAL EROSION CONTROLS</b>			<b>\$12,766.50</b>				<b>\$5,306.50</b>		<b>\$12,766.50</b>	
<b>STREET IMPROVEMENTS</b>											
	CLEAR & GRUB (ROW)	SY	11,042.00	\$11,042.00	\$1.00	11,042	0	\$0.00	11,042	\$11,042.00	100.00%
	EXCAVATION & EMBANKMENT (ROW)	SY	11,042.00	\$24,844.50	\$2.25	11,042	0	\$0.00	11,042	\$24,844.50	100.00%
	6" STD SUBGRADE PREP (3' BOC)	SY	8,291.00	\$16,582.00	\$2.00	8,291	0	\$0.00	8,291	\$16,582.00	100.00%
	12" FLEX BASE (3' BOC)	SY	8,291.00	\$99,492.00	\$12.00	8,291	0	\$0.00	8,291	\$99,492.00	100.00%
	1.5" HMAC	SY	6,175.00	\$55,575.00	\$9.00	6,175	0	\$0.00	6,175	\$55,575.00	100.00%
	6" CURB & GUTTER	LF	3,809.00	\$49,517.00	\$13.00	3,809	0	\$0.00	3,809	\$49,517.00	100.00%
	ADA RAMPS	EA	6.00	\$6,000.00	\$1,000.00	0	6	\$6,000.00	6	\$6,000.00	100.00%
	CONC VALLEY GUTTER	EA	1.00	\$5,100.00	\$5,100.00	1	0	\$0.00	1	\$5,100.00	100.00%
	4" CONC SIDEWALKS	LF	240.00	\$5,280.00	\$22.00	0	240	\$5,280.00	240	\$5,280.00	100.00%
	5' CONC DRIVEWAY	LF	65.00	\$1,690.00	\$26.00	0	65	\$1,690.00	65	\$1,690.00	100.00%
	STOP STREET SIGNBAR	EA	3.00	\$1,500.00	\$500.00	0	3	\$1,500.00	3	\$1,500.00	100.00%
	SPEED LIMIT SIGN	EA	5.00	\$1,250.00	\$250.00	0	5	\$1,250.00	5	\$1,250.00	100.00%
	TIE TO EXIST STREET	EA	1.00	\$1,200.00	\$1,200.00	0	1	\$1,200.00	1	\$1,200.00	100.00%
	STAKING	LS	1.00	\$6,200.00	\$6,200.00	1	0	\$0.00	1	\$6,200.00	100.00%
	<b>SUBTOTAL STREET IMPROVEMENTS</b>			<b>\$285,272.50</b>				<b>\$16,920.00</b>		<b>\$285,272.50</b>	
<b>WASTEWATER IMPROVEMENTS</b>											
	8" PVC SDR26 0'-8"	LF	841.00	\$34,481.00	\$41.00	841	0	\$0.00	841	\$34,481.00	100.00%
	8" PVC SDR26 8'-10"	LF	932.00	\$41,008.00	\$44.00	932	0	\$0.00	932	\$41,008.00	100.00%
	4" DIA MANHOLE (STD)	EA	9.00	\$37,800.00	\$4,200.00	9	0	\$0.00	9	\$37,800.00	100.00%
	4" DIA EXTRA DEPTH MANHOLE	VF	6.00	\$2,400.00	\$400.00	6	0	\$0.00	6	\$2,400.00	100.00%
	SINGLE SERVICE	EA	1.00	\$1,200.00	\$1,200.00	1	0	\$0.00	1	\$1,200.00	100.00%
	DOUBLE SERVICE	EA	32.00	\$44,800.00	\$1,400.00	32	0	\$0.00	32	\$44,800.00	100.00%
	18" STEEL CASING	LF	26.00	\$2,990.00	\$115.00	26	0	\$0.00	26	\$2,990.00	100.00%
	TRENCH SAFETY	LF	1,773.00	\$1,773.00	\$1.00	1,773	0	\$0.00	1,773	\$1,773.00	100.00%
	STAKING	LF	1,773.00	\$1,773.00	\$1.00	1,773	0	\$0.00	1,773	\$1,773.00	100.00%
	<b>SUBTOTAL WASTEWATER IMPROVEMENTS</b>			<b>\$168,225.00</b>				<b>\$0.00</b>		<b>\$168,225.00</b>	
<b>DRAINAGE IMPROVEMENTS</b>											
	18" CL III RCP	LF	164.00	\$6,888.00	\$42.00	164	0	\$0.00	164	\$6,888.00	100.00%
	24" CL III RCP	LF	767.00	\$41,418.00	\$54.00	767	0	\$0.00	767	\$41,418.00	100.00%
	36" CL III RCP	LF	253.00	\$22,770.00	\$90.00	253	0	\$0.00	253	\$22,770.00	100.00%
	42" CL III RCP	LF	574.00	\$66,584.00	\$116.00	574	0	\$0.00	574	\$66,584.00	100.00%
	48" CL III RCP	LF	199.00	\$29,054.00	\$146.00	199	0	\$0.00	199	\$29,054.00	100.00%
	STORM SEWER MH-U-BOX	EA	1.00	\$3,900.00	\$3,900.00	1	0	\$0.00	1	\$3,900.00	100.00%
	10' COA STD CURB INLET	EA	4.00	\$14,000.00	\$3,500.00	4	0	\$0.00	4	\$14,000.00	100.00%
	15' COA STD CURB INLET	EA	4.00	\$22,000.00	\$5,500.00	4	0	\$0.00	4	\$22,000.00	100.00%
	4-24" 6-1 SET	EA	2.00	\$10,600.00	\$5,300.00	2	0	\$0.00	2	\$10,600.00	100.00%
	CHANNEL	LF	720.00	\$10,800.00	\$15.00	720	0	\$0.00	720	\$10,800.00	100.00%
	TRENCH SAFETY	LF	1,957.00	\$1,957.00	\$1.00	1,957	0	\$0.00	1,957	\$1,957.00	100.00%
	STAKING	LF	1,957.00	\$1,957.00	\$1.00	1,957	0	\$0.00	1,957	\$1,957.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
<b>SUBTOTAL DRAINAGE IMPROVEMENTS</b>											
				<b>\$231,928.00</b>				<b>\$0.00</b>		<b>\$231,928.00</b>	
<b>WATER IMPROVEMENTS</b>											
	8" PVC-900 DR 14	LF	1,960.00	\$60,760.00	\$31.00	1960	0	\$0.00	1,960	\$60,760.00	100.00%
	8" GATE VALVE	EA	3.00	\$3,900.00	\$1,300.00	3	0	\$0.00	3	\$3,900.00	100.00%
	5 1/4" FIRE HYDRANT ASSEMBLY	EA	5.00	\$20,500.00	\$4,100.00	5	0	\$0.00	5	\$20,500.00	100.00%
	SINGLE SERVICE	EA	1.00	\$900.00	\$900.00	1	0	\$0.00	1	\$900.00	100.00%
	DOUBLE SERVICE	EA	32.00	\$35,200.00	\$1,100.00	32	0	\$0.00	32	\$35,200.00	100.00%
	WET CONNECTION	EA	1.00	\$1,500.00	\$1,500.00	1	0	\$0.00	1	\$1,500.00	100.00%
	BLOW OFF	EA	2.00	\$2,000.00	\$1,000.00	2	0	\$0.00	2	\$2,000.00	100.00%
	18" STEEL CASING	LF	26.00	\$2,990.00	\$115.00	26	0	\$0.00	26	\$2,990.00	100.00%
	36" STEEL CASING	LF	70.00	\$8,750.00	\$125.00	70	0	\$0.00	70	\$8,750.00	100.00%
	TRENCH SAFETY	LF	1,985.00	\$992.50	\$0.50	1985	0	\$0.00	1,985	\$992.50	100.00%
	STAKING	LF	1,985.00	\$1,985.00	\$1.00	1985	0	\$0.00	1,985	\$1,985.00	100.00%
	<b>SUBTOTAL WATER IMPROVEMENTS</b>			<b>\$139,477.50</b>			<b>0</b>	<b>\$0.00</b>		<b>\$139,477.50</b>	
<b>LOT GRADING</b>											
	EXCAVATION/EMBANKMENT (LOTS)	SY	59,344.00	\$89,016.00	\$1.50	59344	0	\$0.00	59,344	\$89,016.00	100.00%
	<b>SUBTOTAL LOT GRADING</b>			<b>\$89,016.00</b>			<b>0</b>	<b>\$0.00</b>		<b>\$89,016.00</b>	
<b>DRY UTILITIES</b>											
	ELECTRICAL CIVIL IMPROVEMENTS	LOT	63.00	\$81,900.00	\$1,300.00	63	0	\$0.00	63	\$81,900.00	100.00%
	GAS CIVIL IMPROVEMENTS	LOT	63.00	\$44,100.00	\$700.00	63	0	\$0.00	63	\$44,100.00	100.00%
	STREET LIGHTS	EA	13.00	\$72,800.00	\$5,600.00	13	0	\$0.00	13	\$72,800.00	100.00%
	<b>SUBTOTAL DRY UTILITIES</b>			<b>\$198,800.00</b>			<b>0</b>	<b>\$0.00</b>		<b>\$198,800.00</b>	
<b>MISC ITEMS</b>											
	GEOTECHNICAL TESTING	LOT	63.00	\$15,750.00	\$250.00	63	0	\$0.00	63	\$15,750.00	100.00%
	<b>SUBTOTAL MISC ITEMS</b>			<b>\$15,750.00</b>			<b>0</b>	<b>\$0.00</b>		<b>\$15,750.00</b>	
<b>POND IMPROVEMENTS</b>											
	POND E	LS	1.00	\$124,500.00	\$124,500.00	1	0	\$0.00	1	\$124,500.00	100.00%
	<b>SUBTOTAL POND IMPROVEMENTS</b>			<b>\$124,500.00</b>			<b>0</b>	<b>\$0.00</b>		<b>\$124,500.00</b>	
<b>TOTAL BASE BID</b>				<b>\$1,265,735.50</b>				<b>\$22,226.50</b>		<b>\$1,265,735.50</b>	







**Executive Summary**

**October 01, 2015**

---

**Agenda Subject:** Street Vacate Case 15-SV-001: First reading and consider action on the vacation of a portion of Marsala Circle ROW, generally located to the northwest of the intersection of N Bagdad Road and Marsala Circle; Leander, Williamson County, Texas.

**Background:** A portion of Marsala Circle is dedicated as ROW through an easement and the northern portion of the roadway has not been constructed. The adjacent property owner is proposing a multi-family development and would like to incorporate the ROW into the project.

**Origination:** Applicant: Ken Liem on behalf of Emmet Hawkes

**Financial Consideration:** The City will receive the amount authorized by the City Council for the sale of the ROW.

**Recommendation:** The appraiser provided a value in the amount of \$32,082 for the land proposed to be vacated.

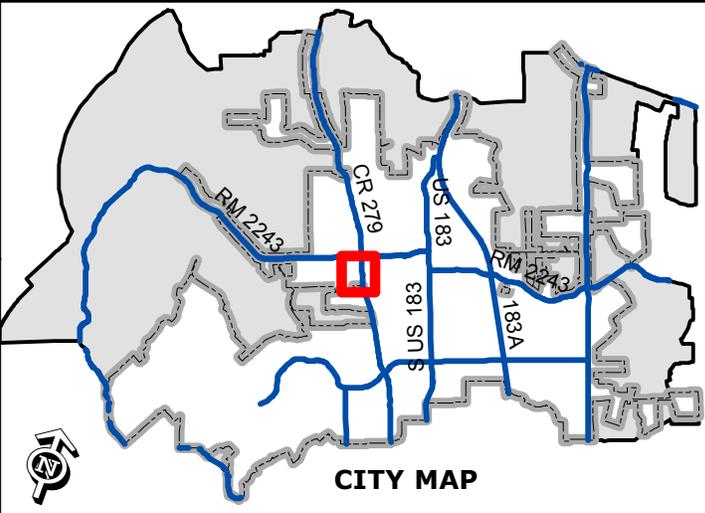
**Attachments:**

1. Location Exhibit
2. Aerial Exhibit
3. Appraisal
4. Letter of Intent
5. Ordinance

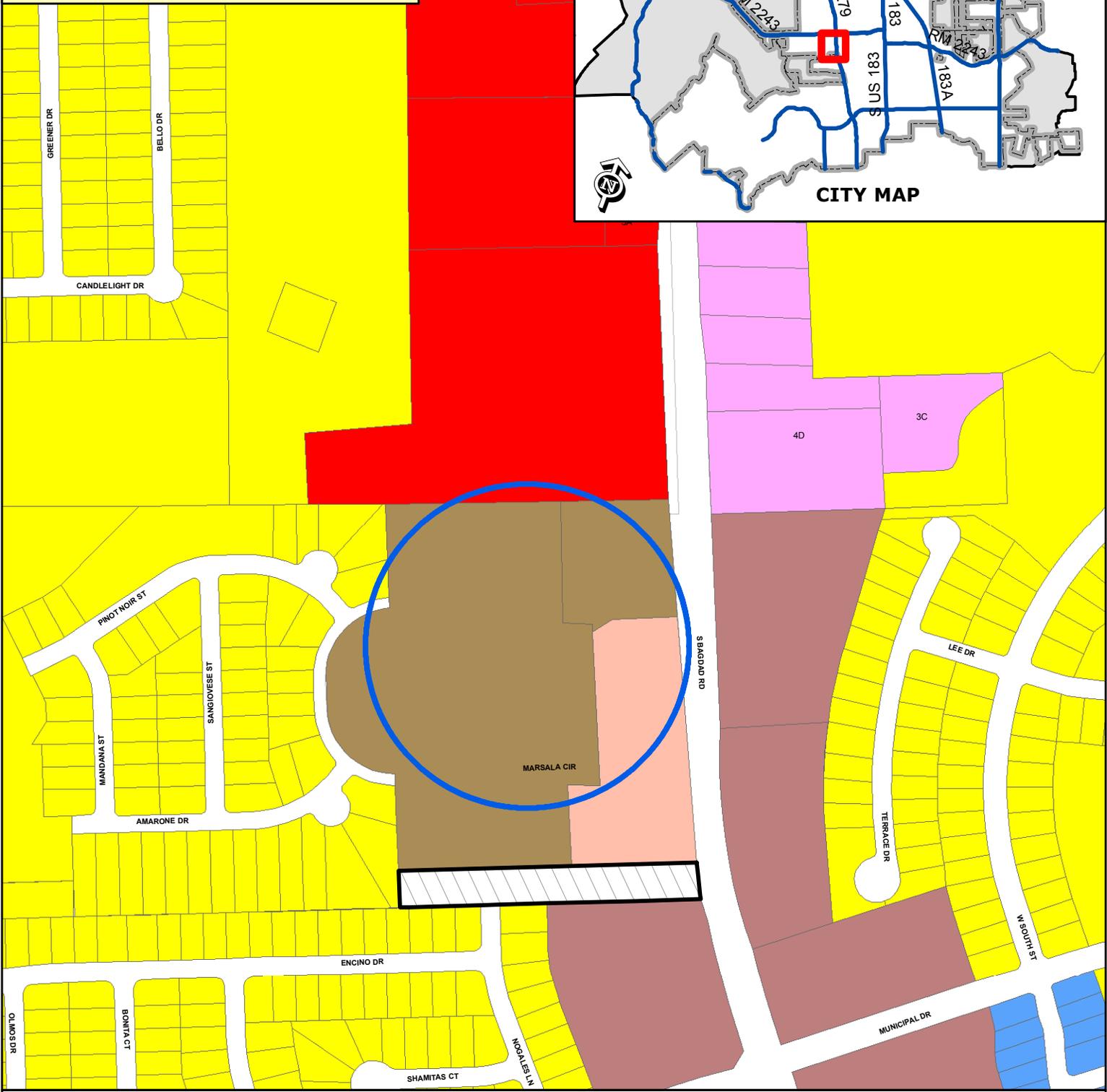
**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

09/25/2015

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.



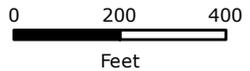
CITY MAP



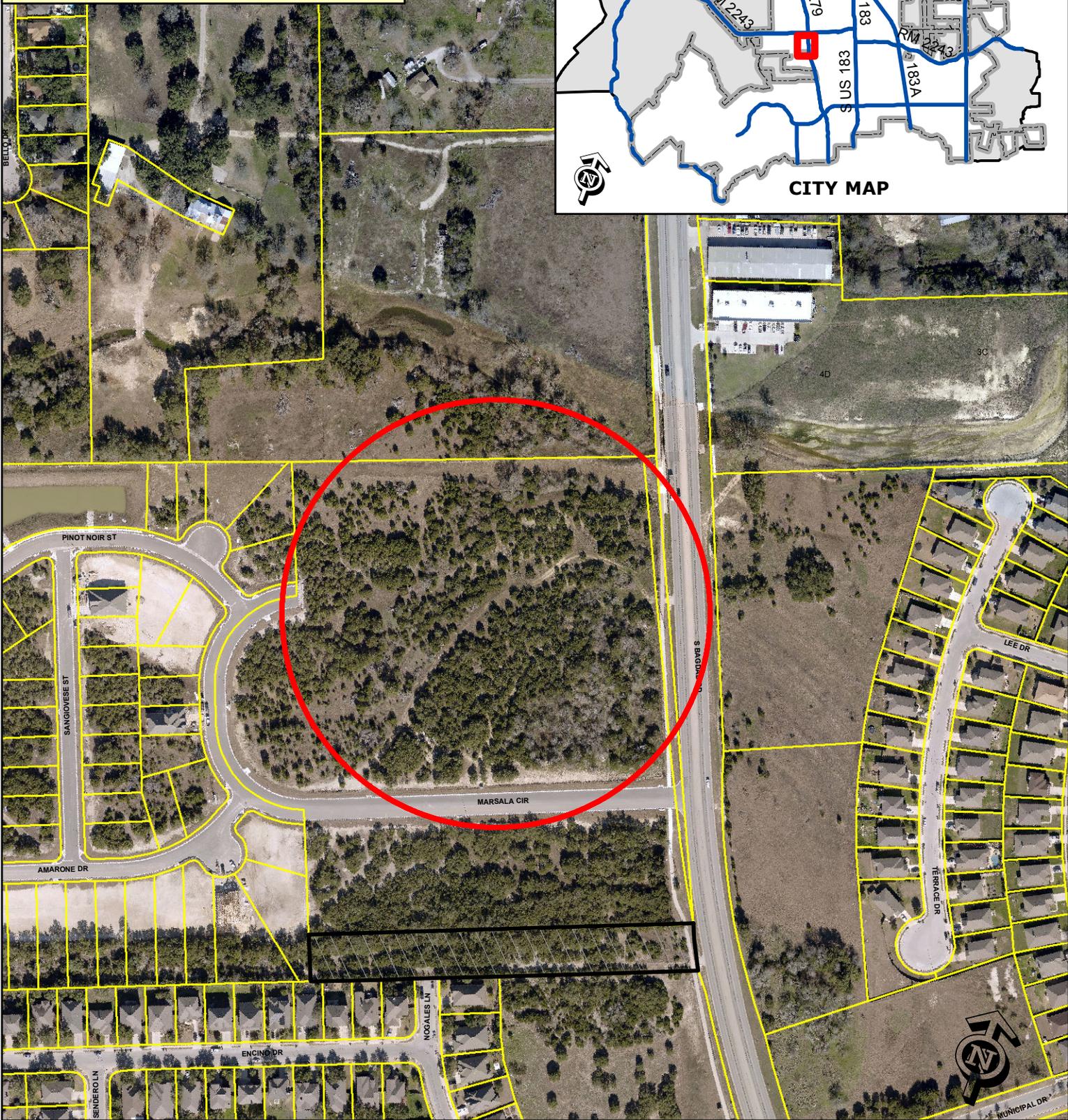
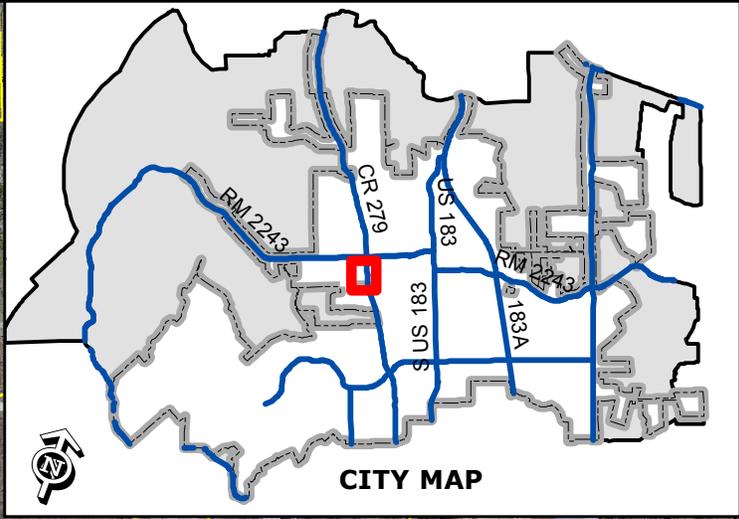
**STREET VACATE 15-SV-001**

**Attachment #1**

ROW Vacation Request  
Marsala Circle



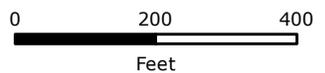
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



# STREET VACATE 15-SV-001

## Attachment #2

ROW Vacation Request  
Marsala Circle  
Aerial Exhibit - Approximate Boundaries





# PAUL HORNSBY & COMPANY

APPRAISERS AND CONSULTANTS

Paul Hornsby, MAI, SRA  
David J. Englund, MAI, SRA  
Eli Hanslik, MAI  
Lance Lawson, MAI  
Chris Hornsby, MAI  
Melany Adler, MAI  
Katie Daniewicz, MAI

Clifford Shaw, State Certified  
Joseph McAweeney, State Certified  
Matthew Cox, Appraiser Trainee  
Kimberly Garvey, Appraiser Trainee  
Terri Bowden, Business Manager  
Jennifer Beardsley, Administrative Assistant

September 8, 2015

KL Enterprises, Inc.  
c/o Eric J.W. Visser  
Attorney and Counselor at Law  
2802 Flintrock Trace, Suite 280  
Austin, Texas 78738

Re: Proposal for appraisal services relating to the Marsala Circle Right of Way easement vacation. The subject is a ±17.810-acre tract of land located on the west side of Bagdad Road (CR 278) at Marsala Circle, Williamson County, Texas.

Project Name:	Marsala Circle ROW
Property Owner:	Emmet and Sally Hawkes
Property Address:	West side of Bagdad Road (CR 278) at Marsala Circle
Appraisal District Parcel:	R430194

Dear Mr. Visser:

Pursuant to your request, we have undertaken an appraisal of the above-referenced property, the conclusions of which are set forth in this Appraisal Report. The purpose of our assignment is to estimate the market value of the right of way easement to be vacated.

The effective date of our appraisal and the date of inspection is September 1, 2015.

Based upon the data and analyses summarized in this report, it is our opinion that the easement value is as follows:

<b>Value Conclusion and Recommended Consideration Summary</b>		
	<u>Market Value</u>	<u>Recommended Consideration</u>
Value With Existing Easement	\$2,327,412	
Value After Easement Vacation	\$2,359,494	
Easement Value	\$32,082	\$32,082
<b>Total Recommended Consideration</b>		<b>\$32,082</b>

Compiled by Paul Hornsby and Co.

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have not performed services as an appraiser or any other capacity involving the subject within the three years prior to accepting this assignment.
- We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Paul Hornsby and Melany Adler have made a personal inspection of the property that is the subject of this report.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Kimberly Garvey provided significant real property appraisal assistance to the persons signing this certification.
- As of the date of this report, Paul Hornsby has completed the continuing education program for Designated Members of the Appraisal Institute.
- As of the date of this report, Kimberly Garvey has completed the Standards and Ethics Educational Requirements for Practicing Affiliates of the Appraisal Institute.

**PAUL HORNSBY & COMPANY,**

  
Paul Hornsby, MAI, SRA  
Texas Certified Appraiser No. 1321761-G

  
Melany Adler  
Texas Certified Appraiser No. 1338187-G

**TABLE OF CONTENTS**

**LETTER OF TRANSMITTAL WITH CERTIFICATION ..... 1**

    Table of Contents ..... 3

    Ordinary Assumptions ..... 4

    Limiting Conditions ..... 5

    Summary of Important Conclusions ..... 6

**DESCRIPTIONS AND ANALYSES ..... 7**

    Subject Photographs ..... 8

    Effective Date of Value ..... 11

    Purpose of the Appraisal ..... 11

    Client, Intended Use and Users of the Appraisal ..... 11

    Property Rights Appraised ..... 11

    Definition of Market Value ..... 11

    Exposure time ..... 11

    Legal Description ..... 11

    Owner of Record and History/Current Listing of the Property ..... 11

    Ad Valorem Taxes ..... 12

    Scope of Work ..... 12

    Austin Area Analysis ..... 15

    Site Description and Analysis ..... 22

    Highest and Best Use Analysis ..... 28

**VALUATION OF THE PROPERTY ..... 29**

    The Sales Comparison Approach ..... 30

    Conclusion of Land Sales Analysis ..... 44

**VALUATION OF THE EASEMENT VACATION ..... 45**

    Value of the Easement To Be Vacated ..... 48

    Value After the Vacation of the Easement ..... 48

    Summary of Conclusions ..... 49

**QUALIFICATIONS OF THE APPRAISERS ..... 50**

    Qualifications of Paul Hornsby, MAI, SRA ..... 51

    Qualifications of Melany Adler, MAI ..... 52

**ADDENDA ..... 53**



**ORDINARY ASSUMPTIONS**

1. It is assumed that there are no easements or encroachments as of the effective date of this appraisal unless noted within the report.
2. It is assumed that there are no hidden or unapparent conditions of the property, sub-soils, or structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover such factors.
3. It is assumed that all necessary permits have been obtained and that there has been full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report.
4. It is assumed that all applicable zoning and use regulations and restrictions are complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
5. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed. I have no knowledge of the existence of such materials on or in the property, and am not qualified to detect such substances. The presence of substances such as asbestos, radon gas, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimates are predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
6. It is assumed that the property is free of any environmental issues, including endangered species or their habitat (i.e., caves) which might preclude development or otherwise affect the value of the property. No responsibility is assumed regarding the presence or absence of such features and the client is urged to retain an expert in these fields, if desired, as the appraiser is not qualified to discover such conditions.

**LIMITING CONDITIONS**

1. The legal description furnished our firm is assumed to be correct. We assume no responsibility for matters legal in character, nor render any opinion as to the title, which is assumed to be good. The property has been appraised as if under responsible ownership and competent management.
2. We have made no survey and assume no responsibility in connection with such matters therefore, reference to a sketch, plat, diagram, or survey appearing in the report is only for the purpose of assisting the reader to visualize the property. The firm believes that the information contained in this report, although obtained from public record and other reliable sources and, where possible, carefully checked, is reliable, but assumes no responsibility for its accuracy.
3. The construction and condition of the property mentioned in the body of this report are based on observation and no engineering study has been made which could discover any possible latent defects. No certification as to any of the physical aspects could be given unless a proper engineering study is made.
4. We are not required to give testimony or attendance in court by reason of this appraisal with reference to the property in question, unless arrangements have been previously made.
5. Possession of this report or a copy thereof does not carry with it the right of publication. It may not be used for any purpose by anyone other than the addressee without the previous written consent of the appraiser(s).
6. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the author(s), particularly as to valuation and conclusions, the identity of the appraiser or firm with which they are connected, or any reference to the Appraisal Institute, the SRA, CRE® or the MAI designation.
7. The appraisers' liability regarding the statements and conclusions reported herein is limited to the fee charged for the assignment.

**SUMMARY OF IMPORTANT CONCLUSIONS**

Property Name: Marsala Circle ROW

Location: The west side of Bagdad Road (CR 278) at Marsala Circle, Williamson County, Texas

Legal description: 17.81 out of the Moses S. Hornsby Survey, Abstract No. 292, Williamson County, Texas

Assessor’s Parcel Number: R430194

Property Rights Appraised: Fee simple and easement estate

Site Data:

Gross Size: ±17.810 acres (±775,804 SF)

Zoning: MF - Multi-family and LO - Local office

Utilities: The site has all utilities available.

Shape: The site is slightly irregular.

Easements: In addition to the subject easement, the property is encumbered by a drainage easement, sewer easement, and typical utility easements

Topography: The site is relatively level to gently sloping.

Floodplain: According to available maps, 2% of the site is in the 100-year floodplain.

Highest and Best Use: The highest and best use is for multi-family development on the preponderance of the tract with neighborhood oriented office development on the balance of the site, which is zoned for neighborhood office use.

Purpose of Appraisal: The purpose of the appraisal is to estimate the market value of the property and the recommended consideration for the proposed easement vacation.

Effective Date of the Appraisal: September 1, 2015

Date of the Report: September 8, 2015

Value Conclusion:

<b>Value Conclusion and Recommended Consideration Summary</b>		
	<u>Market Value</u>	<u>Recommended Consideration</u>
Value With Existing Easement	\$2,327,412	
Value After Easement Vacation	\$2,359,494	
Easement Value	\$32,082	\$32,082
<b>Total Recommended Consideration</b>		<b>\$32,082</b>

Compiled by Paul Hornsby and Co.



## **DESCRIPTIONS AND ANALYSES**

**SUBJECT PHOTOGRAPHS**

Date Taken: 9/1/2015

Description: Interior view



Date Taken: 9/1/2015

Description: Interior view



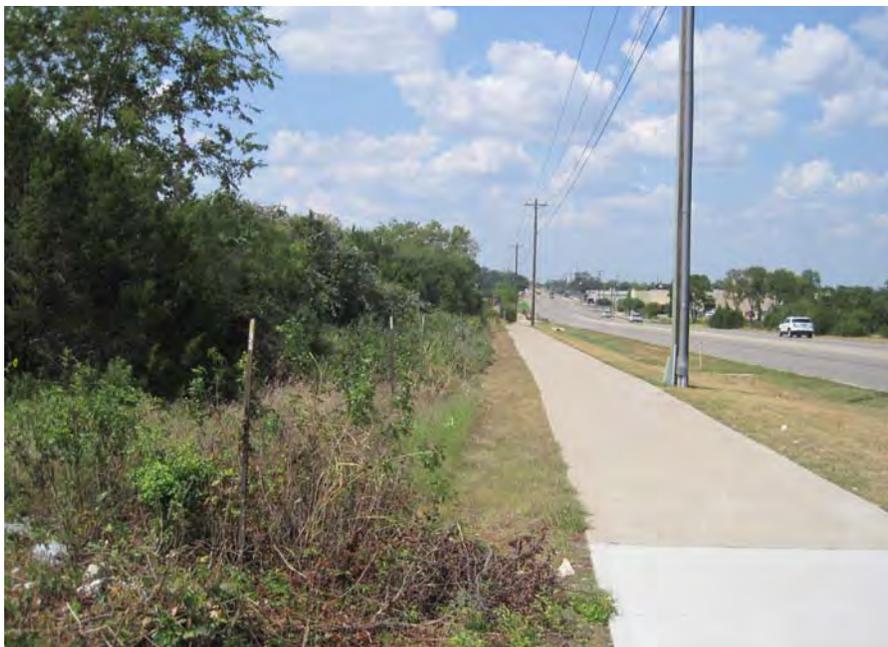
Date Taken: 9/1/2015

Description: North view of Marsala Circle



Date Taken: 9/1/2015

Description: North view of the east property boundary and Bagdad Road



Date Taken: 9/1/2015

Description: East view of the north portion of the easement (pavement) and right-of-way proposed to be vacated (background)



Date Taken: 9/1/2015

Description: West view from Bagdad Road of the northern easement and right-of-way proposed to be vacated.



**EFFECTIVE DATE OF VALUE**

September 1, 2015

**PURPOSE OF THE APPRAISAL**

The purpose of the appraisal is to estimate the market value of the fee simple interest in the property and the recommended consideration for the proposed easement vacation.

**CLIENT, INTENDED USE AND USERS OF THE APPRAISAL**

The client is KL Enterprises, Inc.. The client and its counsel are the sole intended users of the report. Use of this report by others is not intended. This report is intended only to assist the client in establishing a basis for the partial vacation of the easement. This report is not intended for any other use.

**PROPERTY RIGHTS APPRAISED**

The property rights appraised are the fee simple interest and easement estate. Fee simple estate is "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."<sup>1</sup>

An easement estate is an interest in real property that conveys use, but not ownership, of a portion of an owner's property. Access or right of way easement may be acquired by private parties or public utilities. Governments dedicate conservation, open space, and preservation easements.<sup>2</sup>

**DEFINITION OF MARKET VALUE**

"Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."<sup>3</sup>

**EXPOSURE TIME**

Based on our analysis, it is our opinion that the exposure time preceding the effective date would have been approximately 6-12 months with professional marketing at a market asking price.

**LEGAL DESCRIPTION**

The following legal description was obtained from public records and is assumed to be correct. It has not been verified by legal counsel nor has an independent survey of the parcel been commissioned. Therefore, it is suggested that the legal description be verified before being used in a legal document or conveyance.

The subject site is legally described as 17.4285 out of the Moses S. Hornsby Survey, Abstract No. 292, Williamson County, Texas.

**OWNER OF RECORD AND HISTORY/CURRENT LISTING OF THE PROPERTY**

According to the Williamson County Deed Records, ownership of the subject property is vested to Emmet and Sally Hawkes per deed recorded in Volume 2255, Page 253 dated February 5, 1993.

The subject is currently under contract to Fenella, LLC for \$3.00/SF. The Property in the Purchase and Sale Agreement is described as containing 17.81 acres. This acreage is used to define the whole property in this analysis.

To our knowledge, no other sales or offers to sell or purchase have occurred within the last three years.

---

1 Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5<sup>th</sup> ed. (Chicago: Appraisal Institute, 2010), 78.

2 *The Dictionary of Real Estate Appraisal*, 5<sup>th</sup> ed.

3 City of Austin vs. Cannizzo, et.al., 267 S.W. 2d 808, 815 [1954].

Please note that this information is included only to satisfy the requirements of USPAP. It is not intended as a guarantee to the chain of title, and a title search should be performed by a title company should a definitive abstract be desired.

### **AD VALOREM TAXES**

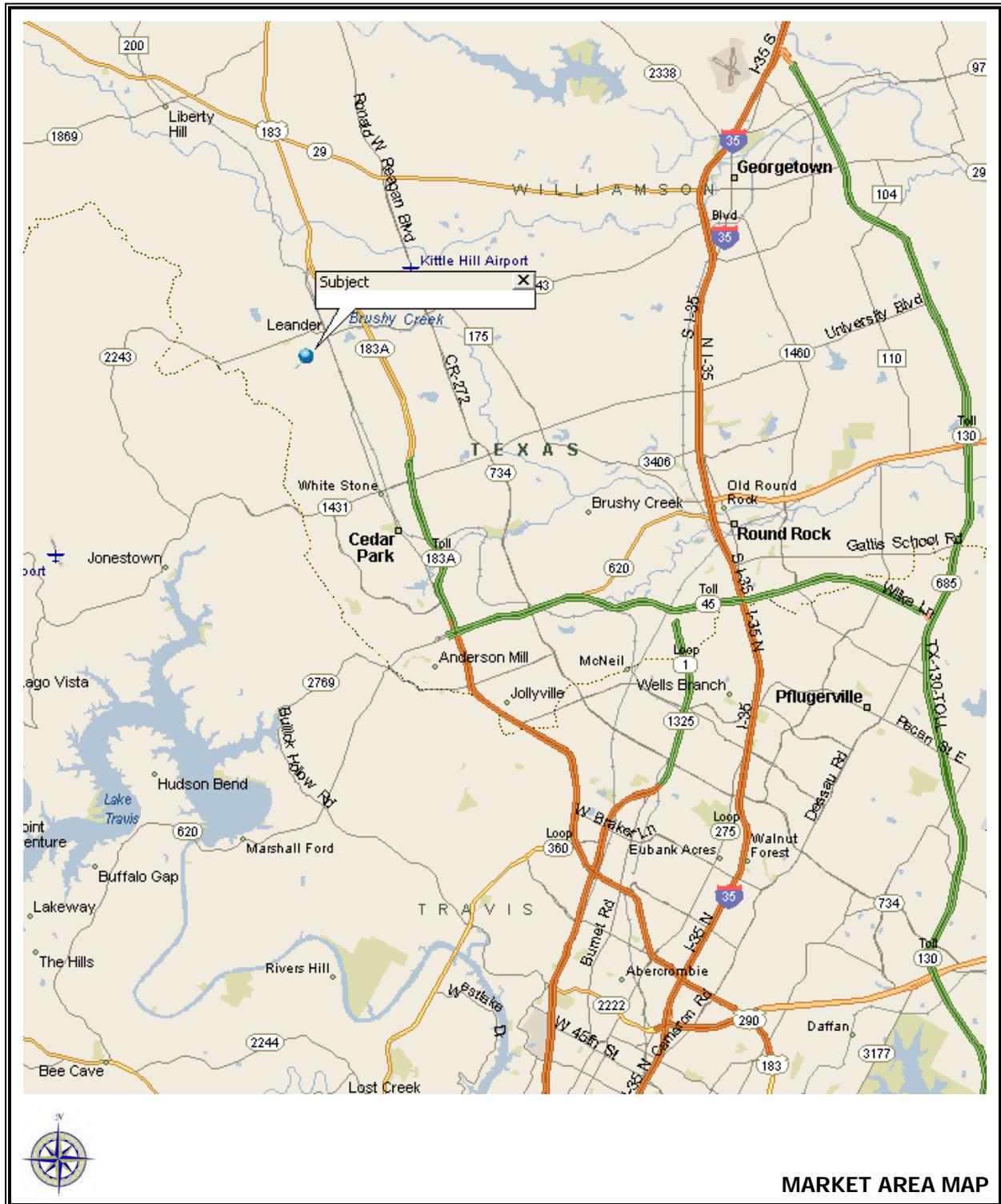
The 2015 market value assessment by the Williamson Central Appraisal District is \$1,168,386 for 17.4285 acres. It is noted that this acreage differs from that abstracted from the prior deed as well as the "Property" defined in the current contract. As previously noted, for the purpose of this analysis we have defined the whole property as does the current contract, or 17.81 acres.

### **SCOPE OF WORK**

To complete the assignment, a number of steps were undertaken. The most salient of these are listed below.

- The property was inspected on-site on September 1, 2015.
- The neighborhood was inspected from numerous roads, and trends in residential and commercial development were noted.
- We reviewed documents specific to the subject property including the following:
  - deed records
  - tax plat
  - flood plain maps
  - topographical maps
  - aerial photographs
  - current contract
  - schematic site plan
  - zoning ordinance
  - Memo from Diana Tinkler regarding the valuation of the easement vacation on the subject dated June 9, 2015.
- Review of a land survey with metes and bounds;
- A highest and best use analysis was performed to determine the physically possible uses, legally permissible uses, financial feasibility and maximally productive use of the property;
- The three traditional valuation techniques were considered to estimate the value of the subject property. The sales comparison approach was used. The sales comparison approach (improved) and cost approach were not applicable as the subject is vacant land. The income capitalization approach was not used as the subject would typically not be purchased for its income potential.
- Confirmation of land sales data: research of Travis and Williamson County Deed Records; conversations with various real estate brokers, buyers and sellers active in the market; CoStar Group (internet based real estate sales data, by subscription); and, the Austin/Central Texas Realty Service (MLS).
- The time frame for our data search was from 2013 through the effective date of the appraisal. The geographical area searched consisted primarily of Williamson County and northern Travis County. The sale comparables were inspected from perimeter roadways and data was confirmed with parties directly involved with the transactions (buyers, sellers or brokers);
- Valuation of the Whole Property as encumbered by the existing easement;
- Valuation of the easement to be vacated;

- Valuation of the property after easement vacation; and,
- Estimate of appropriate consideration.



**AUSTIN AREA ANALYSIS**

As of second quarter 2015, the Austin MSA continues to show momentum in all property types. Development capital is again available at competitive rates. Locally, the single family and multi-family sectors are experiencing substantial surges in sales and rental activity. In reaction, home builders are in lot-acquisition and development mode as single family construction is abundant, yet unable to meet pent-up demand. The multi-family market has returned to pre-downturn occupancies, rents are rising, and, like the single family market, developers are in site acquisition and development mode. Tracking the strong residential markets, the office sector has returned to a decidedly upward trend, with retail and industrial also showing improvement.

**POPULATION**

The Austin MSA includes Travis, Hays, Williamson, Caldwell, and Bastrop Counties. The MSA ranks as the 35th largest in the United States according to the U.S. Census Bureau. The remarkable rates of population growth in the Austin area are due to large in-migration as well as the youthful make-up of Austin's citizens. The tables below provide a brief summary of recent population trends for the Austin MSA:<sup>4</sup>

Austin MSA Population Trends				
	Census Population		Change, 2000 to 2010	
	2010	2000	Number of Residents	Percent
Bastrop County	74,171	57,733	16,438	28.47%
Caldwell County	38,066	32,194	5,872	18.24%
Hays County	157,107	97,589	59,518	60.99%
Travis County	1,024,266	812,280	211,986	26.10%
Williamson County	422,679	249,967	172,712	69.09%
MSA Total	1,716,289	1,249,763	466,526	37.33%

<sup>4</sup>U.S. Census Bureau, <http://www.census.gov/>

According to Census 2010 figures, the Austin MSA was the eighth fastest growing area in the nation. From 2000 to 2010, the Austin MSA experienced a 37.33% growth rate, largely attributed to influx from other cities. Since the mid 1990's, 70% of the total population increase was due to in-migration. The table below is a list of the top ten fastest growing Metropolitan Statistical Areas in the nation over the last decade.<sup>5</sup>

U.S. Metropolitan Areas Ranked by Percent Population Change					
Rank	Metropolitan Statistical Area	Census Population		Change	
		2010	2000	Number	Percent
1	Palm Coast, FL	95,696	49,832	45,864	92.04%
2	St George, UT	138,115	90,354	47,761	52.86%
3	Las Vegas-Paradise, NV	1,951,269	1,375,765	575,504	41.83%
4	Raleigh-Cary, NC	1,130,490	797,071	333,419	41.83%
5	Cape Coral-Fort Myers, FL	618,754	440,888	177,866	40.34%
6	Provo-Orem, UT	526,810	376,774	150,036	39.82%
7	Greeley, CO	252,825	180,926	71,899	39.74%
8	<b>Austin-Round Rock-San Marcos, TX</b>	<b>1,716,289</b>	<b>1,249,763</b>	<b>466,526</b>	<b>37.33%</b>
9	Myrtle Beach-North Myrtle Beach-Conway, SC	269,291	196,629	72,662	36.95%
10	Bend, OR	157,733	115,367	42,366	36.72%

Austin area population histories and projections from the Real Estate Center at Texas A&M University are summarized below.<sup>6</sup>

Austin Area Population Histories and Projections						
Year	City of Austin	Annualized Growth Rate	Travis County	Annualized Growth Rate	Austin-Round Rock-San Marcos MSA	Annualized Growth Rate
1940	87,930		111,053		214,603	
1950	132,459	5.50%	160,980	3.80%	256,645	1.80%
1960	186,545	3.20%	212,136	2.80%	301,261	1.60%
1970	251,808	3.20%	295,516	3.40%	398,938	2.80%
1980	345,890	1.30%	419,573	3.60%	585,051	3.90%
1990	465,622	-0.20%	576,407	3.20%	846,227	3.80%
2000	656,562	4.30%	812,280	3.50%	1,249,763	4.00%
2005	700,407	1.20%	893,295	2.20%	1,464,563	3.20%
2010	790,390	2.11%	1,024,266	1.58%	1,716,289	0.60%
2011	812,025	2.74%	1,049,873	2.50%	1,763,487	2.75%
2012	832,326	2.50%	1,076,119	2.50%	1,811,983	2.75%
2013	855,215	2.75%	1,108,403	3.00%	1,870,872	3.25%
2014	878,733	2.75%	1,141,655	3.00%	1,930,740	3.20%
2015	900,701	2.50%	1,173,051	2.75%	1,990,593	3.10%
2020	991,992	1.50%	1,333,681	2.50%	2,307,643	3.00%
2025	1,068,657	1.50%	1,508,938	2.50%	2,675,191	3.00%
2030	1,151,247	1.50%	1,707,225	2.50%	3,063,825	2.75%
2035	1,225,021	1.25%	1,908,127	2.25%	3,466,436	2.50%
2040	1,287,510	1.00%	2,106,726	2.00%	3,921,955	2.50%
2045	1,353,186	1.00%	2,269,543	1.50%	4,330,155	2.00%

<sup>5</sup> U.S. Census Bureau, <http://www.census.gov/main/www/cen2000.html> <http://www.census.gov/main/www/cen2000.html>

<sup>6</sup> Real Estate Center at Texas A&M University <http://recenter.tamu.edu/mreports/2011/AustinRRock.pdf>

**EMPLOYMENT**

The following tables show employment statistics and changes in the Austin MSA. The employment gains show improvement beginning in 2010, moderating in 2013, and surging again in 2014.

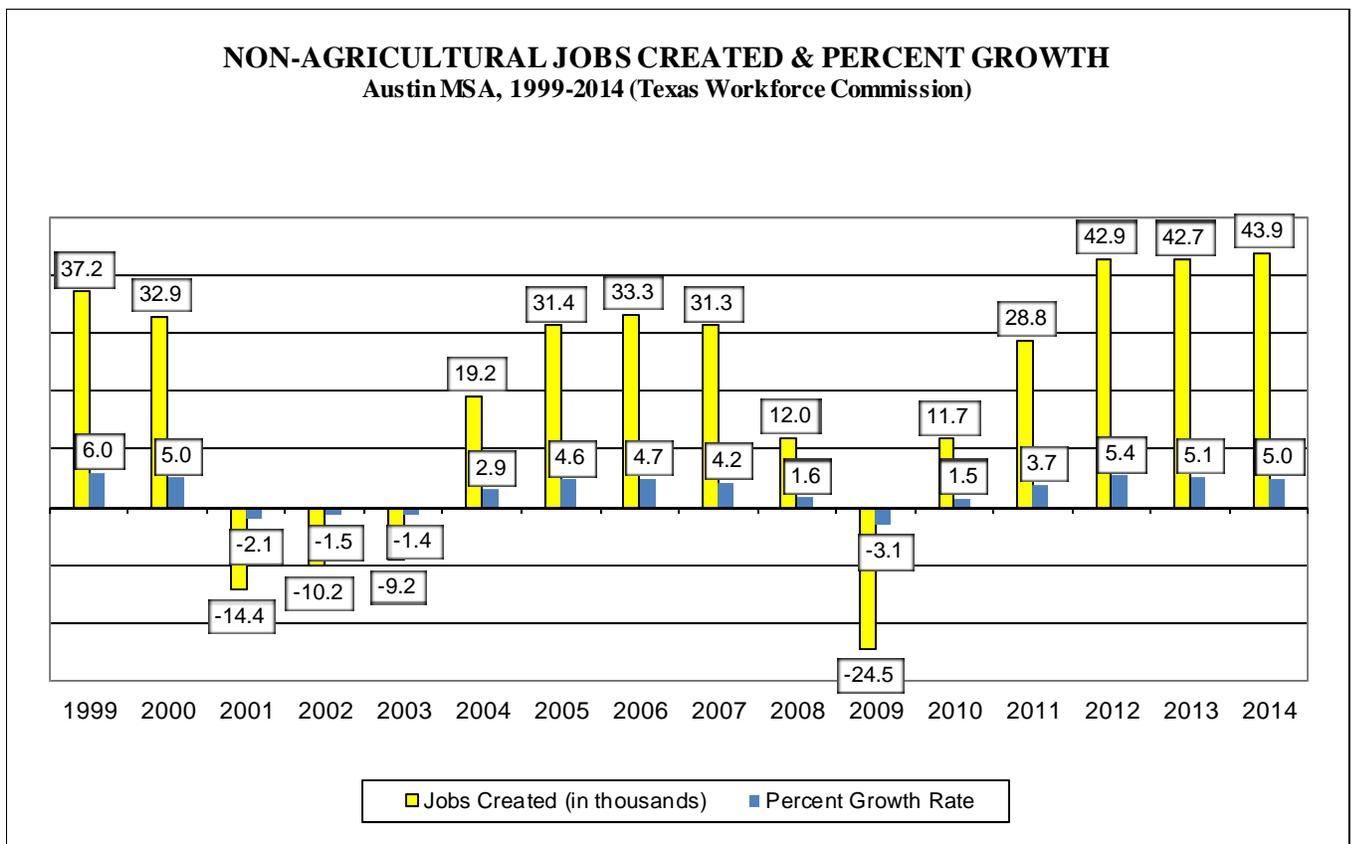
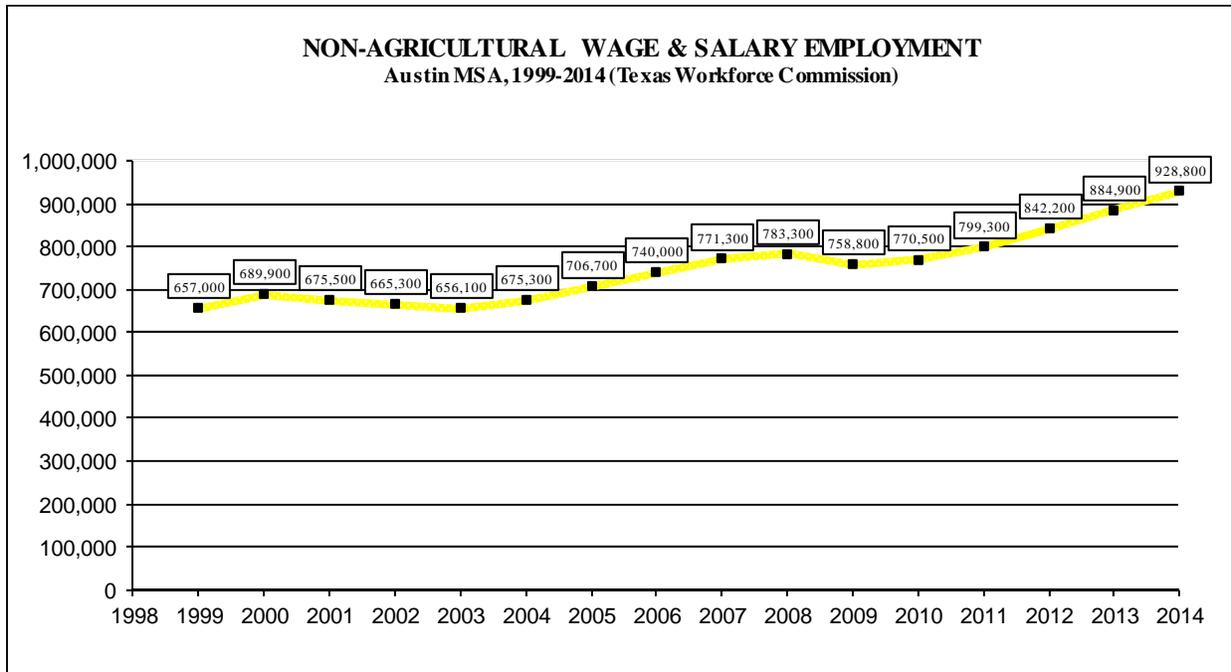
	<b>Changes From Previous Year</b>							
	2007	2008	2009	2010	2011	2012	2013	2014
Total Civilian Employment	1.0%	0.4%	0.3%	1.3%	4.9%	4.7%	5.1%	1.8%
Non-agriculatural employment	4.2%	1.6%	-3.1%	1.5%	3.7%	5.4%	5.1%	5.0%

	Year End 2014	2nd Q 2014	1st Q 2015	2nd Q 2015	Trailing Year Change	YTD Change	Quarterly Change
Total Civilian Employment	1,016,800	985,800	1,015,800	1,022,600	3.7%	0.6%	0.7%
Non-agricultural employment	928,800	900,200	931,600	950,000	5.5%	2.3%	2.0%
Unemployment	3.4%	4.4%	3.3%	3.3%			

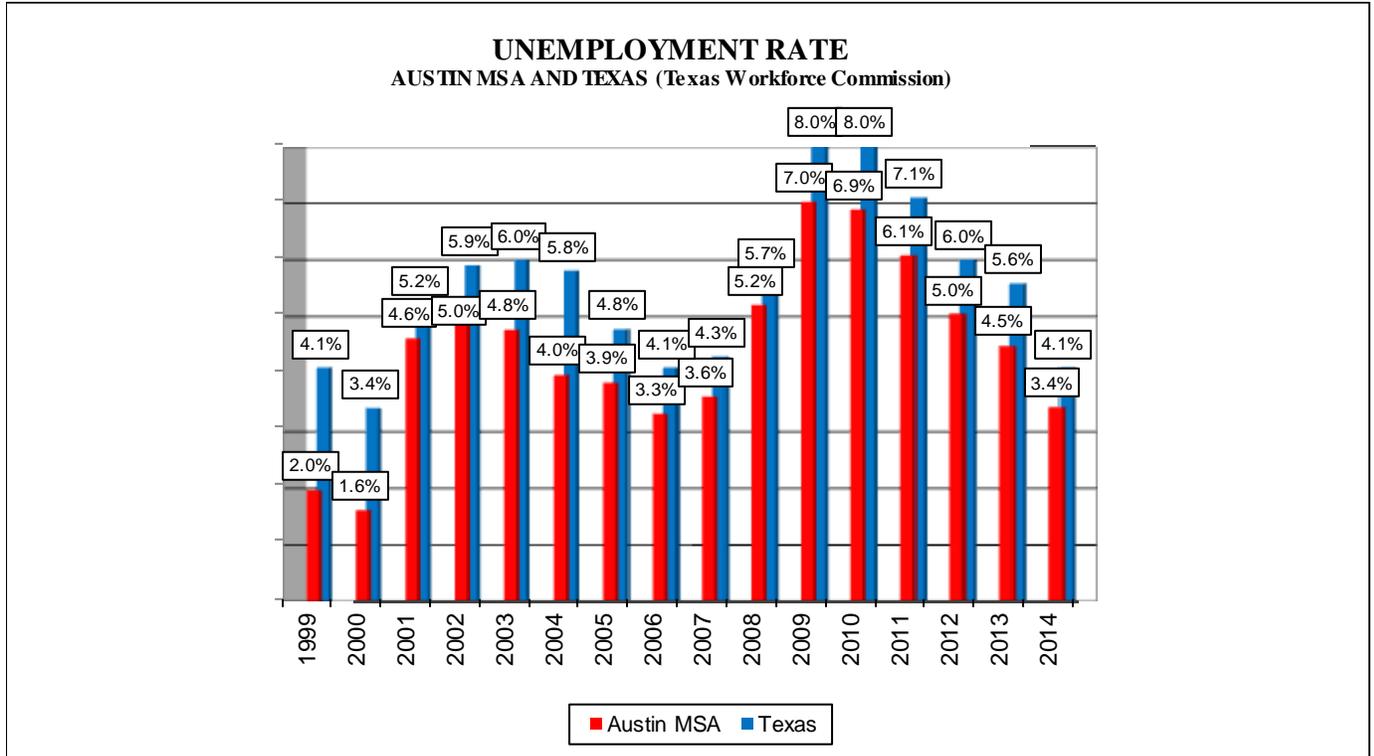
Employment trends are summarized below<sup>7</sup>

Civilian Labor Force & Unemployment Rate					
Austin MSA 1994 - 2014					
Year	TLF	Emp	% Chg Emp	Unemp	% Unemp
1994	597,126	580,458		16,668	2.8%
1995	624,269	607,487	4.7%	16,782	2.7%
1996	639,320	620,329	2.1%	18,991	3.0%
1997	658,460	641,180	3.4%	17,280	2.6%
1998	691,908	676,526	5.5%	15,382	2.2%
1999	718,053	703,917	4.0%	14,136	2.0%
2000	755,177	743,072	5.6%	12,105	1.6%
2001	759,100	723,900	-2.6%	35,200	4.6%
2002	772,800	734,400	1.5%	38,400	5.0%
2003	770,800	733,900	-0.1%	36,900	4.8%
2004	779,800	748,600	2.0%	31,200	4.0%
2005	814,100	782,700	4.6%	31,400	3.9%
2006	843,900	816,100	4.3%	27,800	3.3%
2007	855,000	824,200	1.0%	30,800	3.6%
2008	873,100	827,600	0.4%	45,500	5.2%
2009	892,700	830,000	0.3%	62,700	7.0%
2010	902,600	840,500	1.3%	62,100	6.9%
2011	939,200	882,100	4.9%	57,100	6.1%
2012	972,300	923,200	4.7%	49,100	5.0%
2013	1,016,100	970,400	5.1%	45,700	4.5%
2014	1,023,200	988,300	1.8%	34,900	3.4%

TLF: Total Civilian Labor Force; Emp: Total Employment; % Chg Emp: Percent Change in Total Employment; Unemp: Total Number Unemployed; % Unemp: Unemployment Rate.



The local unemployment rate, as compared with that of the state, is represented in the following graph.



**MAJOR EMPLOYERS**

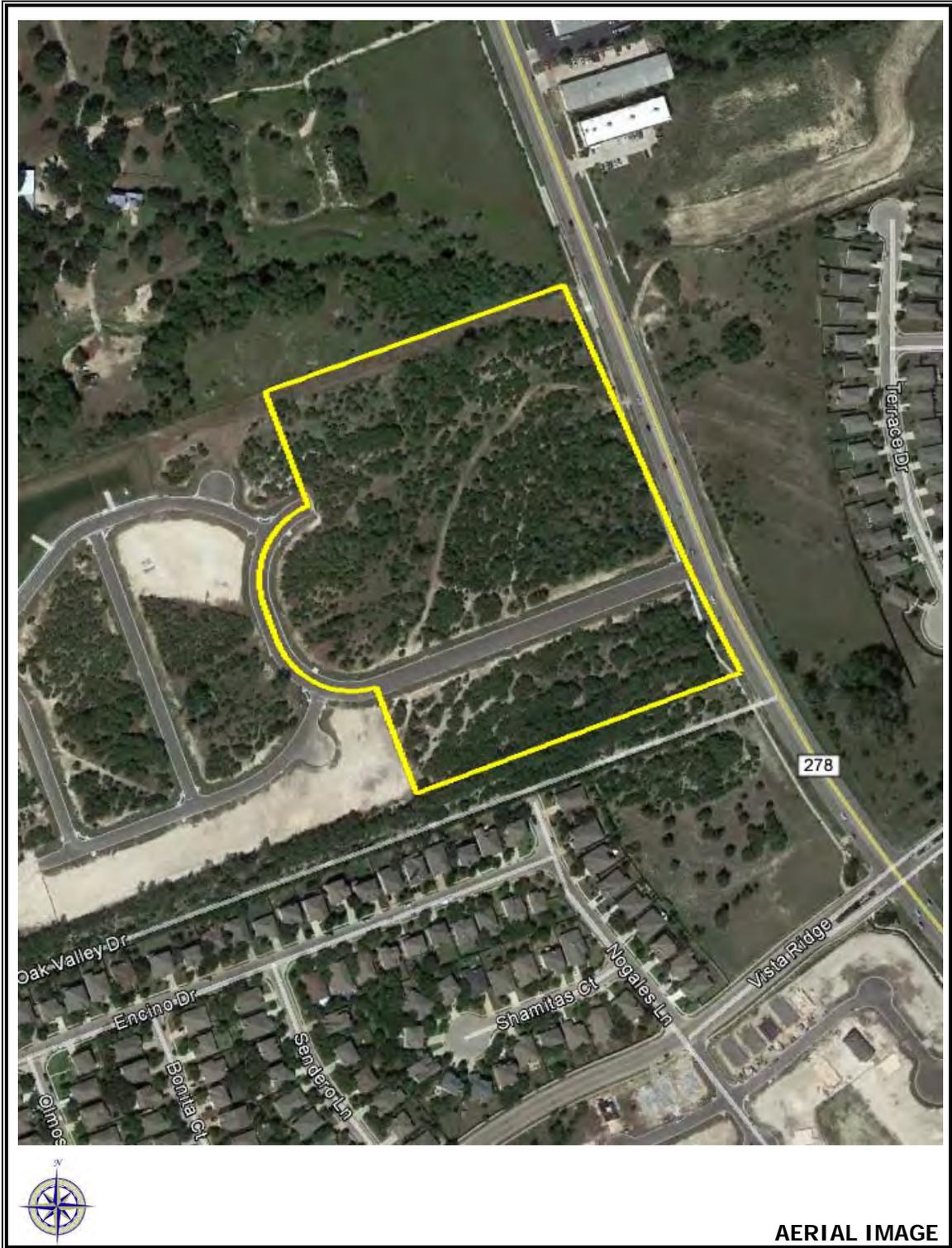
The major employers in Austin are primarily in the government, education and high-tech sectors. Following is a table showing some of Austin’s major employers, as provided by the Austin Chamber of Commerce.

Major Employers		
Company	Business Focus	Employees
State of Texas	State Government	65,491
Dell Computer Corporation	Computer Systems	17,000
University of Texas at Austin	Higher Education, Research and Public Service	14,104
Austin Independent School District	Public Education	10,610
City of Austin	City Government	10,000
Seton Health Care Network	Health Care	6,743
IBM Corporation	Electronic circuit cards, hardware and software for personal systems and advanced workstations	6,300
St. David’s Healthcare Partnership	Health Care	6,219
Round Rock Independent School District	Public Education	5,175
Freescale Conductor	Embedded processing solutions	5,000
IRS/ Austin Center	Regional processing center for federal income tax returns	4,500

**SUMMARY**

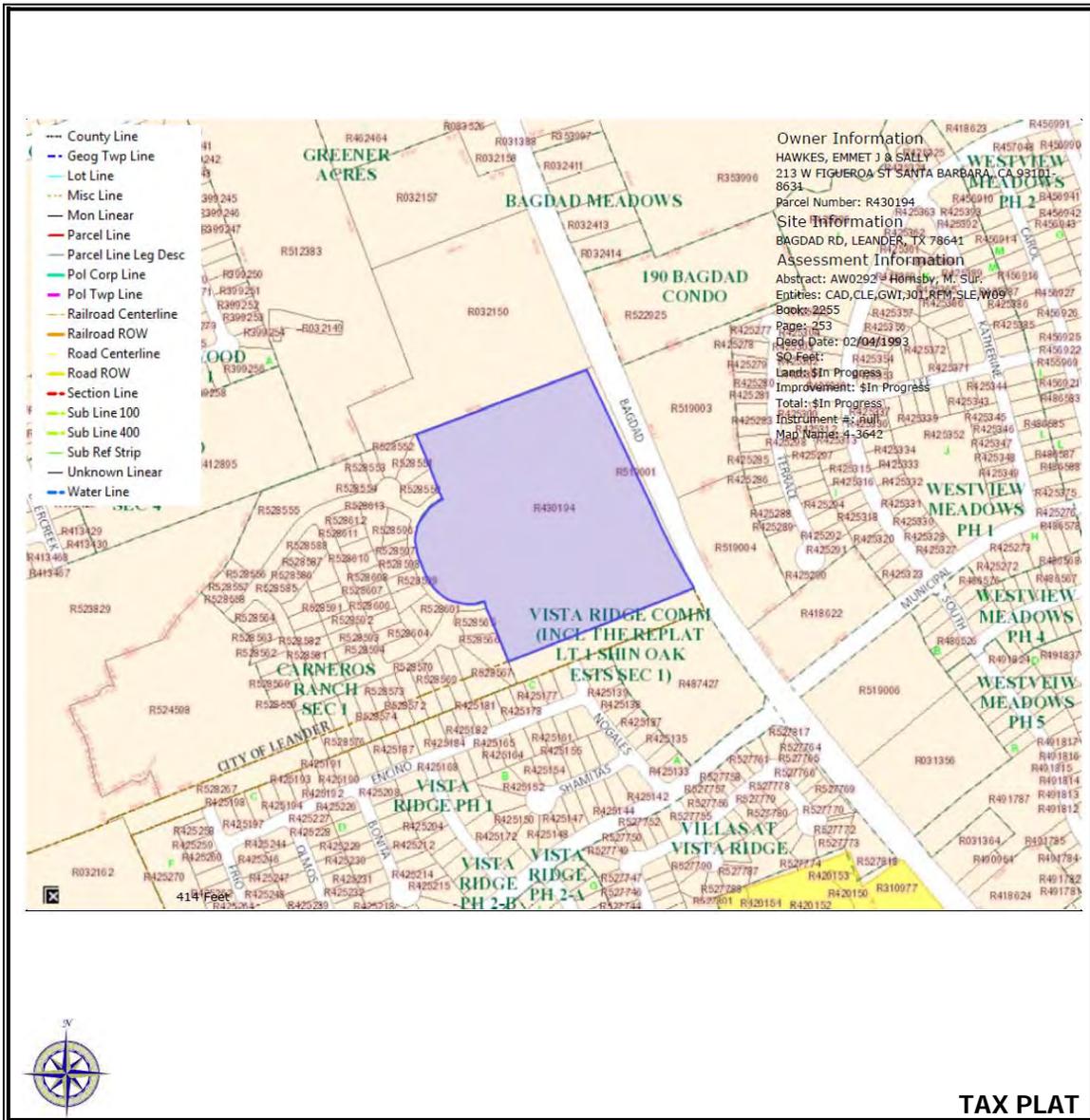
With a trailing year 5.5% non-agricultural employment growth, Austin continues to fare better than most cities in the nation and continues to strengthen after the recession. As in most up-cycles, single and multi-family development have led the recovery, with the office, retail and industrial markets also reflecting improvement.

**SITE DESCRIPTION AND ANALYSIS**

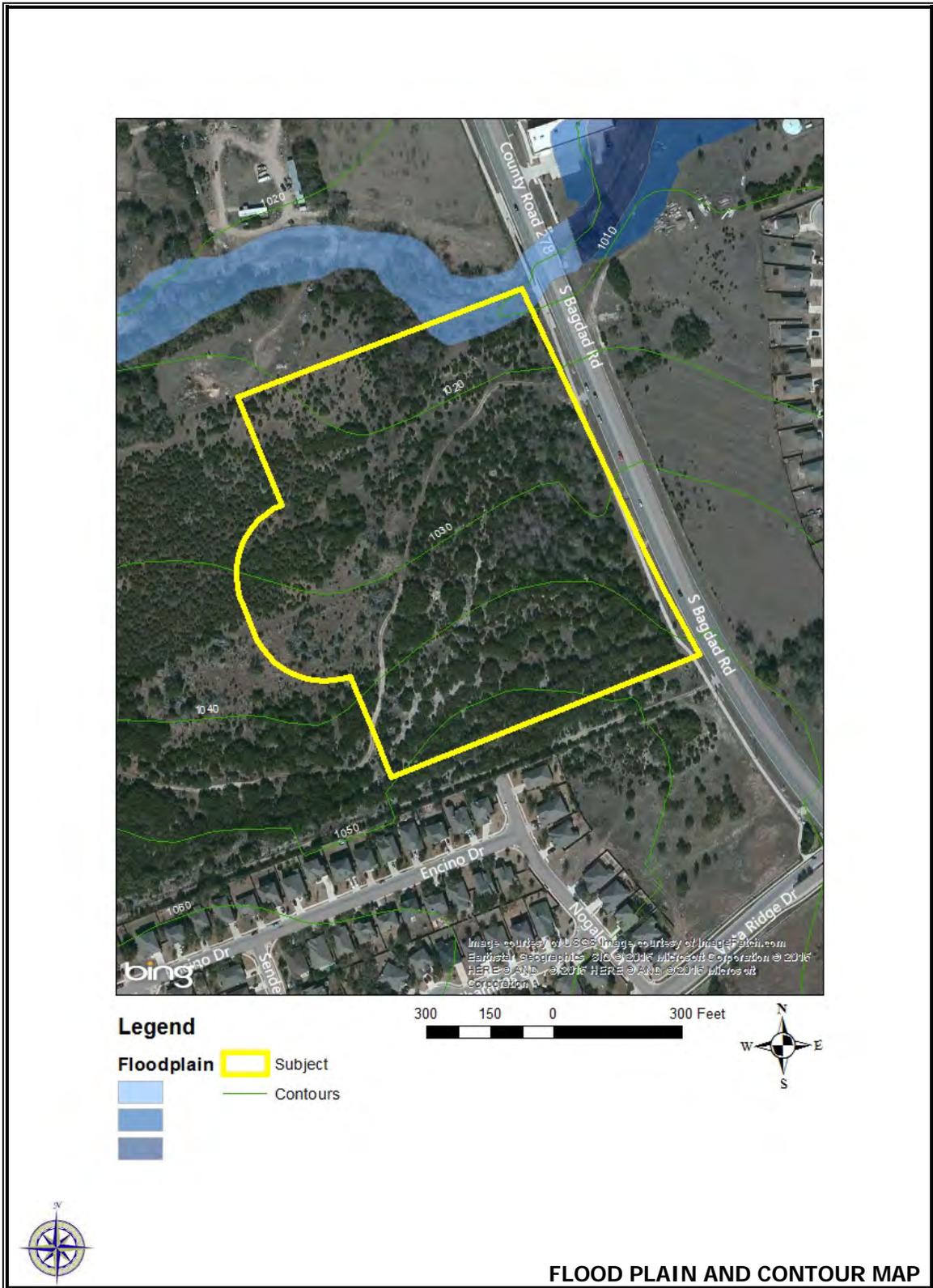


**AERIAL IMAGE**

Source: Google Earth



Source: Williamson Central Appraisal District



Source: Arc View GIS

Location:	The west side of Bagdad Road (CR 278) at Marsala Circle, Leander, Williamson County, Texas	
Gross Site Area:	±17.810 acres (±775,804 SF) (per the Agreement of Sale and Purchase)	
Shape:	The site is slightly irregular.	
Frontage and Roadway Design:	±920 feet	Bagdad Rd, a four-lane, asphalt-paved roadway with a center turn lane
	±3,513 feet	60' wide asphalt-paved, horseshoe-shaped access easement and roadway which traverses the subject property. The site has frontage on both the north and south sides of the access easement and right-of-way.
Access/Visibility:	The property is afforded good visibility and is accessible via Bagdad Rd and Marsala Circle.	
Subsoil Conditions and Drainage:	An engineering study to determine the soil and subsoil conditions was not provided. The soil and subsoil conditions are assumed to be typical of those found in this area. We are not qualified to render an opinion as to the quality of the soils or feasibility for development. Upon inspection of the subject and surrounding improvements, soil conditions appear adequate to support development of the subject property with adequate engineering. The opinions of value stated herein are contingent upon the soils providing a stable base for improvements.	
Topography:	The site is relatively level to gently sloping.	
Flood Plain:	According to FEMA flood hazard maps 48491C0455E for Williamson County, Texas dated September 26, 2008, 2% of the site located at the northeast corner of the tract is within Zone A, an area determined to be within the 100-year flood plain. The subject ranges from lower elevation (1,010 ft. msl) near the northern boundary to higher elevation at the southern boundary (1,050 ft. msl).	
Environmental/Toxic Waste:	We were not provided an environmental site assessment for the subject, and we did not observe during our inspection any evidence of recognized environmental conditions such as hazardous waste and/or toxic materials. We have no knowledge of the existence of any such substances on the property; however, we are not qualified to detect hazardous waste and/or toxic materials. An expert in these fields should be consulted for opinions on these matters. The appraisal is predicated on the assumption that no environmental hazards or special resources exist within or on the subject property.	

Utilities:	<p>The site has all utilities available in adequate quality and quantity to service the highest and best use. According to the City of Leander website, an 18" water line extends along Bagdad Road, and a 12" line is located along Marsala Circle at the subject's southern boundary.</p> <p>A 12" wastewater line extends along Bagdad Road, and a 12" line extends from Bagdad Road along the northern portion of the tract.</p>
Political Boundaries:	City of Leander, Williamson County, State of Texas
Zoning:	<p>MF - Multi-family and LO - Local office. According to the City of Leander, the MF - Multi-family zoning designation "provides for the development of multi-family dwelling structures". The LO - Local office zoning designation "allows for the development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods".</p>
School District	Leander ISD
Public Services:	The site is within the jurisdiction of City of Leander and is provided all municipal services, including EMS, police and fire protection.
Land Use Restrictions:	<p>A title commitment was not provided, and a search of the Williamson County Deed Records did not reveal any adverse restrictions. We are not aware of any known deed restrictions, either public or private, that would limit the utilization of the subject property; however this statement should not be taken as a guarantee or warranty that no such restrictions exist. Deed and title examination by a competent attorney is recommended should any questions arise regarding restrictions. We have assumed no adverse restrictions exist.</p>
Easements/Encumbrances:	<p>According to a search of public records, the following easement encumbers the site:</p> <ol style="list-style-type: none"> <li>1) Right-of-way, Public Utility and Drainage Easement to the City of Leander dated February 20, 2002 and recorded in Document 2002016692</li> </ol> <p>According to a prior deed of the parent tract, the following easements may encumber the property:</p> <ol style="list-style-type: none"> <li>2) Access Agreement made between Falcon Crest Joint Venture and Dorothy G. Croom dated March 6, 1984 and recorded in Vol. 8505, Pg. 385</li> <li>3) Roadway easement granted to James A. Greener in Vol. 677, Pg. 847</li> <li>4) Access Easement granted to Dorothy G. Croom recorded in Vol. 984, Pg. 383</li> </ol> <p>Public records and our inspection did not indicate any additional adverse easements.</p>

Encroachments: Encroachments were not noted and it is assumed that the site is free and clear of the same.

Adjacent Properties:

- North: Vacant
- South: Vacant land, Single family residential subdivision
- East: Bagdad Road, followed by vacant land and residential uses
- West: Single family residential subdivision

**HIGHEST AND BEST USE ANALYSIS**

Highest and best use is defined as "The reasonably probable use that produces the most benefits and highest land value at any given time."

Based on the information presented in the preceding sections of this report, the following analysis considers each of the factors of highest and best use in relation to the subject property. The most pertinent elements are summarized below.

- The subject is located in the City of Leander. Physical characteristics, location and access are adequate for multi-family and/or neighborhood office use.
- Water and wastewater are available.
- A 2.66 acre horseshoe shaped Right of Way, Public Utility and Drainage Easement, which also serves the residential subdivision to the west, bisects the property. The southern and western portions of the horseshoe are improved with Marsala Circle right-of-way. The northern 53,470 SF strip of the easement is unimproved. Based on the designs of other multi-family developments throughout the area and the schematic site plan for the subject, the orientation of the roadway and easement right-of-way is conducive to the development of the site.
- As noted, the property is zoned MF - Multi-family and LO - Local office. According to the City of Leander, the MF - Multi-family zoning designation "provides for the development of multi-family dwelling structures". The LO - Local office zoning designation "allows for the development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods".

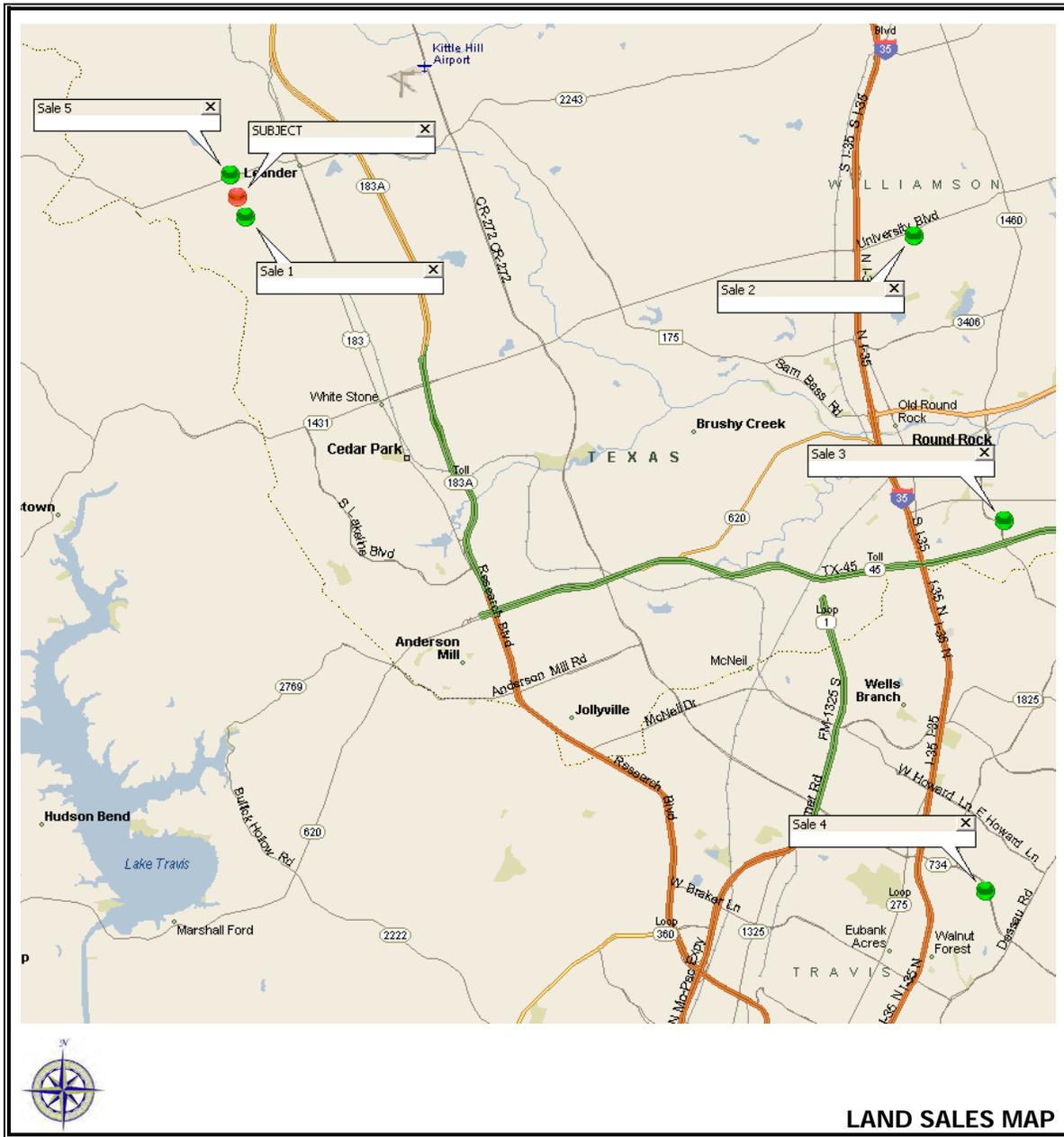
Considering all pertinent factors, it is our opinion that the highest and best use of the site is for multi-family development on the preponderance of the tract with neighborhood office development on the balance of the site which is zoned for that use.

## **VALUATION OF THE PROPERTY**

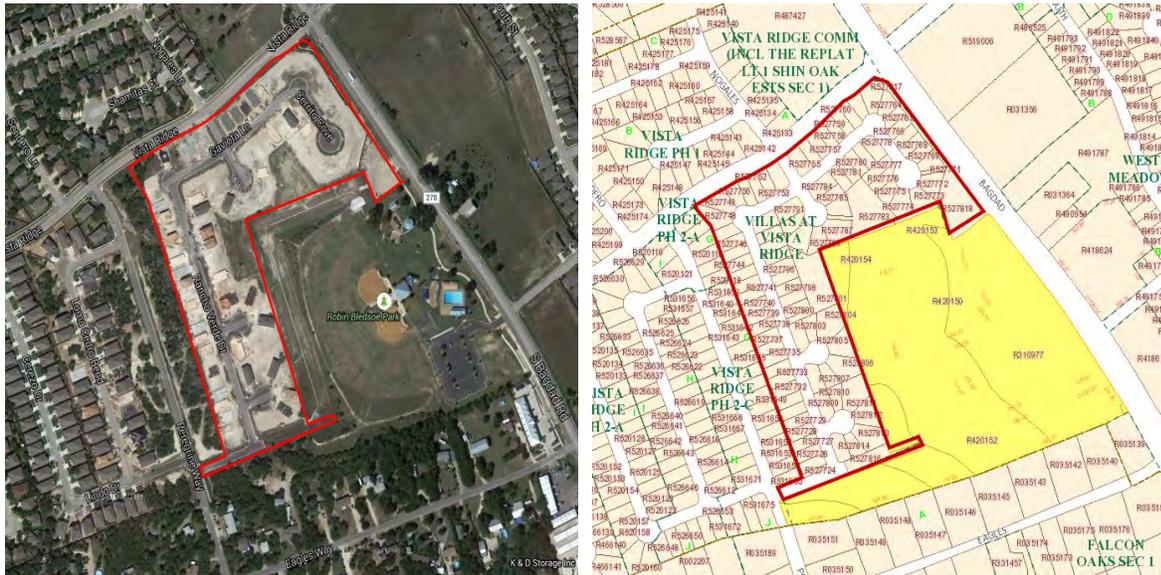
**THE SALES COMPARISON APPROACH****Site Valuation**

The sales comparison approach is utilized to estimate the value of the subject. In valuing property via this approach, land sales are gathered and the most comparable are used for comparison. Since properties are never identical, the comparable sales must be adjusted to the subject for differences in market conditions, location, and physical characteristics.

We researched the site's market area for properties that had sold or were under contract. Our data search for comparables included investigating Travis and Williamson County deed records, conversations with local brokers and property owners and a review of sales contained in our database.



Land Sale No. 1



**Property Identification**

Record ID 3054  
 Property Type Land, Subdivision Residential  
 Address SWC S Bagdad Rd & Vista Ridge Dr, Leander, Williamson County, Texas 78641  
 Location SWC S Bagdad Rd & Vista Ridge Dr  
 Tax ID Multiple  
 MSA Austin-Round Rock-San Marcos

**Sale Data**

Grantor SDC West Brook Partners, LP  
 Grantee Lennar Homes of Texas Land & Construction, Ltd  
 Sale Date July 03, 2015  
 Deed Book/Page 2013056853  
 Verification Confidential; September 02, 2015; Confirmed by MMA

Sale Price \$1,236,750  
 Cash Equivalent \$1,236,750

**Land Data**

Zoning The site was zoned MF – Multi Family but was re-zoned by the buyers prior to closing to SFC Single Family Compact (SFR 50' lots) ,  
 Topography Generally level  
 Utilities All available  
 Shape Irregular  
 Flood Info None noted

**Land Size Information**

Gross Land Size 18.732 Acres or 815,966 SF  
 Front Footage Bagdad Rd; Vista Ridge Dr



## Land Sale No. 1 (Cont.)

**Indicators**

Sale Price/Gross Acre	\$66,023
Sale Price/Gross SF	\$1.52

**Remarks**

This site was originally zoned MF – Multi-family and rezoned at the buyer’s expense prior to closing for SFC - Single Family Compact (SFR 50' lots). The tract has been developed as the Villas of Vista Ridge.

LAND SALE NO. 2



**Property Identification**

Record ID 2824  
 Property Type Land  
 Address Round Rock, Williamson County, Texas 78665  
 Location SL University Blvd. and NL Hidden Valley Dr., east of Sunrise Road  
 Tax ID R305450  
 MSA Austin-Round Rock-San Marcos

**Sale Data**

Grantor Chandler Road Properties, LP  
 Grantee Center 209, LLC  
 Sale Date November 08, 2013  
 Deed Book/Page 2013105252  
 Verification Jerry Winetroub; Broker/Developer/Seller; 512-478-7355, October 07, 2014; Will Davies, Center 209, LLC, 336-274-8531, October 10, 2014; Confirmed by MMA  
 Sale Price \$2,964,000  
 Cash Equivalent \$2,964,000

**Land Data**

Zoning MF-2, Multi-Family  
 Topography Sloping moderately upward from the northwest to the southeast  
 Utilities All to site  
 Shape Irregular  
 Flood Info None noted

**Land Size Information**

Gross Land Size 15.916 Acres or 693,301 SF  
 Front Footage 240 ft University Blvd.;781 ft Hidden Valley Drive

**Land Sale 2 (Cont.)****Indicators**

Sale Price/Gross Acre	\$186,228
Sale Price/Gross SF	\$4.28

**Legal Description**

Lot 1, Block B, Oakmont Crossing, Section One, a subdivision in Williamson County, Texas according to the map or plat thereof, recorded in Cabinet H, Slide 311 of the Plat Records of Williamson County, Texas.

**Remarks**

The site was purchased to develop a 308 unit apartment complex. The buyers noted that they incurred approximately \$500,000 constructing retaining walls in developing the tract.

Land Sale No. 3



**Property Identification**

Record ID 2465  
 Property Type Land, Multifamily Duplex and 3-4 Unit  
 Property Name Cityside Townhomes  
 Address 1620 Bryant Drive , Round Rock, Williamson County, Texas 78664  
 Location Southeast of Randall’s Town Center at AW Grimes and Gattis School Road  
 Tax ID R496866  
 Longitude, Latitude W-97.6487, N30.49124  
 TxDOT HBU Townhome development  
 MSA Austin-Round Rock-San Marcos

**Sale Data**

Grantor Monroe Street Holdings, LLC Series 3 - City Side  
 Grantee Continental Homes of Texas, L.P.  
 Sale Date March 28, 2013  
 Deed Book/Page 2013029655  
 Recorded Plat Cabinet EE, Slides 1  
 Property Rights Fee simple  
 Conditions of Sale Typical  
 Financing Cash to Seller  
 Date of Inspection 09/27/2013  
 Verification Kevin Pope, Continental Homes; 512-230-2810, September 27, 2013;  
 Other sources: CoStar ID # 2718554, Confirmed by JM

Sale Price \$1,970,000  
 Cash Equivalent \$1,970,000

**Land Data**

Zoning Planned Unit Development , PUD  
 Topography Level  
 Utilities All available  
 Shape Irregular

**Land Sale No. 3 (Cont'd)**

<b>Flood Info</b>	Not in the flood plain
<b>Easements</b>	Typical
<b>Improvements</b>	Some road and site improvements built for former planned development
<b>Current/Intended Use</b>	Land/Townhomes

**Land Size Information**

<b>Gross Land Size</b>	14.925 Acres or 650,133 SF
<b>Front Footage</b>	553 ft Bryant Drive

**Indicators**

<b>Sale Price/Gross Acre</b>	\$131,993
<b>Sale Price/Gross SF</b>	\$3.03

**Legal Description**

Tract 1, Lot 1, Block A, Randall's Town Centre Section Four, a subdivision in Williamson County, Texas according to map or plat thereof, recorded in Cabinet EE, Slide(s) 177-178 of the Plat Records of Williamson County, Texas and

Tract 2: Easement estates created by that certain Amended and Restated Easements, Construction and Maintenance Agreement dated January 21, 2003, recorded under document No. 2003005125 of the Official Public Records of Williamson County, Texas, over and across certain tracts of land being 5.817 acres, more or less, being 0.0317 of an acre, more or less, and being 0.1655 of an acre, more or less, all situated in the Asa Thomas Survey, Abstract No.609, Williamson County, Texas.

**Remarks**

This was a bank sale according to the purchaser. Both water and wastewater were already on-site and some roadway had been built for the previously planned development. The new owner plans to build 136 townhouses for a density of 9.11 units per acre. It is situated adjacent to the Enclave at Towne Centre, a completed townhouse development. It is located in the Randall's Town Center PUD, and is part of Parcel 3B, a 27.32 acres tract planned for townhomes.

Land Sale No. 4



**Property Identification**

Record ID 2251  
 Property Type Land, Multifamily Apartment  
 Property Name Springs at Tech Ridge Apts  
 Address 1114 E Parmer Lane, Austin, Travis County, Texas 78753  
 Location NS Parmer Lane 1/4 mile from Dessau  
 Tax ID 819017  
 Longitude, Latitude W-97.65605, N30.40168  
 TxDOT HBU Multi-family  
 MSA Austin-Round Rock-San Marcos

**Sale Data**

Grantor Oertli Family Partnership, LP  
 Grantee Continental 248 Fund LLC  
 Sale Date August 21, 2012  
 Deed Book/Page 2012141070  
 Property Rights Fee simple  
 Marketing Time DOM: 1,251  
 Financing Cash to seller  
 Verification Kent Taylor (selling broker); 512-708-0800, March 18, 2013; Other sources: CoStar, Confirmed by DJE  
 Sale Price \$2,795,000  
 Cash Equivalent \$2,795,000

**Land Data**

Zoning Planned Unit Development, PUD  
 Topography Generally level  
 Utilities All to site  
 Shape Irregular  
 Flood Info None

**Land Sale 4 (Cont.)****Land Size Information**

**Gross Land Size** 18.340 Acres or 798,890 SF

**Indicators**

**Sale Price/Gross Acre** \$152,399

**Sale Price/Gross SF** \$3.50

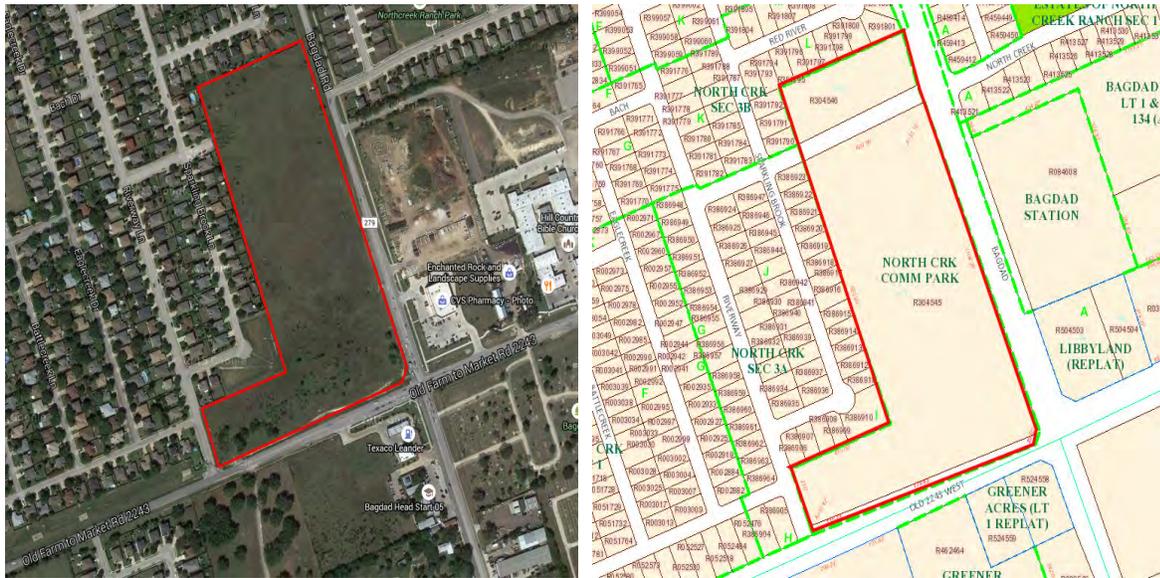
**Legal Description**

Lot 1, Springs at Tech Ridge Subdivision, Travis County, Texas

**Remarks**

This is an 18.34 acre tract out of a 95-acre tract that was zoned PUD at the time of sale but was not platted. A second multifamily tract of approximately 13 acres is also available, as well as a 59-acre business park. The buyer intended to build a 313-unit multifamily property. Asking price was \$4.65 per square foot for the multifamily land and \$3.50 per square foot for the commercial land. Water said to be in Parmer Lane and Dessau Road, wastewater at Dessau Road.

Land Sale No. 5



**Property Identification**

**Record ID** 3055  
**Property Type** Land, Mixed Use  
**Address** NWC FM 2243 & Bagdad Rd, Leander, Williamson County, Texas 78641  
**Tax ID** R304546 & R304545  
**MSA** Austin-Round Rock-San Marcos

**Sale Data**

**Grantor** Firstmark Credit Union  
**Grantee** Bruce Nakfoor  
**Sale Date** March 27, 2015  
**Deed Book/Page** 2015023531  
**Conditions of Sale** REO - Reported to be at market  
**Financing** Cash to Seller

**Verification** Bruce Nakfoor; Buyer; Broker; 512-656-6244 , September 04, 2015; Confirmed by MMA

**Sale Price** \$2,961,744 (Calculated based on +/- \$3.75/SF as reported by the buyer.)

**Cash Equivalent** \$2,961,744

**Land Data**

**Zoning** LC- Local Commercial –Partially rezoned to MF2-A & GC Commercial prior to close,  
**Topography** Generally level  
**Utilities** All to site  
**Shape** L- shaped  
**Flood Info** None noted



**Land Sale No. 5 (Cont.)****Land Size Information**

**Gross Land Size** 18.131 Acres or 789,786 SF  
**Front Footage** FM 2243; Bagdad Rd; North Creek

**Indicators**

**Sale Price/Gross Acre** \$163,352  
**Sale Price/Gross SF** \$3.75

**Remarks**

The site was zoned LC-Local Commercial and was partially rezoned by the buyer to MF2-A (+/- 12 Acres) and GC (+/- 4 acres) with the remainder LC. There was an access easement and right-of-way known as North Creek which bisected the north portion of the property. The buyer purchased the vacation of the right-of-way/easement from the City of Leander at \$23,000 for the 30,600 SF of land within the easement. As such, the compensation for the easement vacation was \$.75/SF or 20% of the unit price. There are four pad sites at the corner and along FM 2243. The buyer reported that he has sold 2 of the pad sites with the other two under contract at prices ranging from \$10/SF to \$18/SF. There is 12 acre, turn-key, multi-family site (1.9 acres of which is currently being developed as a detention pond for the entire development) which the buyer intends to offer for sale in the near future.

Valuation as Encumbered by Existing Easement

The market data table below summarizes those transactions which are most comparable to the subject:

LAND SALES SUMMARY									
No.	Property Location	Transaction		Zoning	Land Size (Acres)	Utilities	Intended Use	Sale Price	Price per SF
		Type	Date						
1	SWC Vista Ridge Drive & S Bagdad Rd	Sale	7/3/2013	R1	18.732	All available	SFR 50' Lots	\$1,236,750	\$1.52
2	SL University Blvd	Sale	11/8/2013	MF-2	15.916	All available	Multifamily	\$2,964,000	\$4.28
3	1620 Bryant Dr	Sale	3/28/2013	PUD	14.925	All available	Townhomes	\$1,970,000	\$3.03
4	1114 E. Parmer Ln	Sale	8/21/2012	PUD	18.340	All available	Multifamily	\$2,795,000	\$3.50
5	NWC FM 2243 & Bagdad Rd	Sale	3/27/2015	GC, LC & MF2-A	18.131	All available	Mixed-Use GC, LC & MF	\$2,961,744	\$3.75
Subject	The West side of Bagdad Road (CR 278) at Marsala Circle	---	---	MF & LO	17.810	All available	---	---	---

Compiled by Paul Hornsby and Co.

In analyzing and comparing the market data to the subject property, each comparable was adjusted for dissimilar characteristics. Adjustments were applied as follows:

#### ***Conditions of Sale/Financing***

The sales gathered for this appraisal reflected cash-to-seller transactions or those where the financing terms were reported to be at market. As such, no adjustments for cash equivalency were necessary. In addition, the sales reflected arm's length transactions. Therefore, no adjustments for conditions of sale were warranted.

#### ***Market Conditions***

The transactions occurred between August 2012 and March 2015. Based on our conversations with area brokers and our analysis of the land sales in this submarket, an adjustment of 6% per year (0.5% per month) is applied.

#### ***Location/Access***

The respective locations of the sales were then considered.

The subject is located on the west side of Bagdad Road, approximately 0.25 miles south of FM 2243. It has significant frontage along Bagdad Road as well as additional frontage on both sides of Marsala Circle.

Sale 1 is located at the southwest corner of Bagdad Road and Vista Ridge Drive just south of the subject. The sale is considered similar and not adjusted.

Sale 2 is located on the south line of University Boulevard in the northern portion of the City of Round Rock. It has good access and visibility from University Boulevard and Hidden Valley Drive. It is in an area that has experienced a large amount of new retail and multi-family construction in the last few years. It is considered substantially superior for location, and is adjusted downward.

Sale 3 is located off A.W. Grimes Boulevard, less than ½ mile south of Gattis School Road in an area that has experienced both new residential and commercial growth over the past five years. It is considered superior but to a lesser degree and a downward adjustment is applied.



Sale 4 is located on the east line of East Parmer Lane (FM 734) in northern Travis County, less than one mile east of IH 35, in an area that has also experienced a large amount of commercial and residential growth, close to many major area employers. It is considered a far superior location also warranting a downward adjustment.

Sale 5 is located on the northwest corner of Bagdad Road and FM 2243. It is superior to the subject for its corner location and access on two major roads. Therefore, it is adjusted downward.

#### ***Size***

Typically, there is an inverse relationship between unit price and size, as larger properties generally sell for less per SF than smaller tracts. All sales are generally similar in size and are not adjusted.

#### ***Flood Plain/Topography***

The subject is relatively level to gently sloping with an insignificant 2% of the site encumbered by flood plain. With the exception of Sale 2, all sales are similar and not adjusted. It was reported that due to the topography surrounding the site, the development of Sale 2 required approximately \$500,000 to construct retaining walls. This equates to approximately 15%. The sale is adjusted accordingly.

#### ***Zoning/Entitlements***

The subject is zoned MF - Multi-family and LO - Local office. Sale 1 was zoned MF but the buyers down-zoned the site to SFC – 50' lot prior to closing. The sale was adjusted slightly upward for the time and cost incurred in acquiring the zoning. Sales 2, 3, and 4 are considered similar and not adjusted. Sale 5 was zoned LC-Local Commercial. Although this zoning classification is considered superior to the subject's MF/LO zoning, the buyer expended time and expense in rezoning to GC General commercial and MF2-A for the preponderance of the tract. The prior superior zoning is considered offset by the cost incurred to acquire the GC/MF zonings and no adjustment is applied.

#### ***Utilities***

The subject has all utilities available. The sales are considered similar and not adjusted.

#### ***Existing Access Easement***

The subject is encumbered by an existing access easement benefiting the adjacent single family subdivision. There was a similar access easement and right-of-way known as North Creek on Sale 5 which bisected the north portion of the property. This is similar to the subject's condition and no adjustment is applied. Sales 1-4 were not similarly encumbered and are adjusted downward.

#### **Market Value Conclusion of the Fee Simple Interest**

Your attention is directed to the following adjustment grid, which summarizes the adjustments discussed above.

<b>ADJUSTMENT GRID</b>						
	<b>Subject</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Transaction Type	---	Sale	Sale	Sale	Sale	Sale
Transaction Date	---	7/3/2013	11/8/2013	3/28/2013	8/21/2012	3/27/2015
Zoning	MF - Multi-family	R1	MF-2	PUD	PUD	GC, LC & MF2-A
Actual Sale Price	---	\$1,236,750	\$2,964,000	\$1,970,000	\$2,795,000	\$2,961,744
Size (acres)	17.810	18.732	15.916	14.925	18.340	18.131
Unit Price		\$1.52	\$4.28	\$3.03	\$3.50	\$3.75
Property Rights		0%	0%	0%	0%	0%
Terms of Sale/Financing		0%	0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%	0%
Market Conditions/Time		+13%	+11%	+15%	+18%	+3%
Adjusted \$/SF		\$1.72	\$4.75	\$3.47	\$4.13	\$3.86
Location/Access		0%	-30%	-10%	-30%	-20%
Size		0%	0%	0%	0%	0%
Flood/Topography		0%	+15%	0%	0%	0%
Zoning/Entitlements		+5%	0%	0%	0%	0%
Utilities		0%	0%	0%	0%	0%
Exsiting Access Easement		-1%	-1%	-1%	-1%	0%
Net Adjustment		+4%	-16%	-11%	-31%	-20%
<b>Indicated Unit Value</b>		<b>\$1.79</b>	<b>\$3.99</b>	<b>\$3.09</b>	<b>\$2.85</b>	<b>\$3.09</b>

**CONCLUSION OF LAND SALES ANALYSIS**

In estimating the subject’s market value, five sales were considered. The data were analyzed and adjusted, suggesting a value estimate between \$1.79/SF and \$3.99/SF, with a mean and median of \$2.96/SF and \$3.09/SF, respectively. With reliance on the central tendency, a value of \$3.00/SF is reconciled. This value is well-supported by the tighter range indicated by Sales 3 through 5 and by the contract pending on the subject.

$$\pm 17.810 \text{ AC} \quad \pm 775,804 \text{ SF} \quad \times \$3.00/\text{SF} \quad = \quad \$ 2,327,412$$



## **VALUATION OF THE EASEMENT VACATION**



PROPOSED EASEMENT VACATION



**VALUE OF THE EASEMENT TO BE VACATED**

The value of the easement estate to be vacated is estimated by quantifying the impact of the easement on the underlying fee rights. The easement rights noted earlier provide for the public use of the right of way for streets as well as for the "constructing, maintaining and repairing water, sewer, drainage, gas, telephone, telegraph and lighting, and other public utility mains, systems and purposes." Those easement rights diminish the use of the subject's underlying fee rights but contribute to the overall development of the tract by providing necessary infrastructure. Based on the consideration paid for the vacation of the right-of-way in Sale 5 (see exhibit above), we estimate the easement rights comprise 20% of the fee estate. On that basis, the value of the easement estate to be vacated is estimated as follows.

<u>Value of the Vacated Easement</u>	
Easement Size (SF)	53,470
Value/SF	\$3.00
Allocation for Easement	20%
Easement Value	\$32,082

**VALUE AFTER THE VACATION OF THE EASEMENT**

After the vacation of the easement, the subject will retain all of the physical characteristics of the whole property, but will have enhanced rights within the vacated easement area. We also analyzed the density and design potential of the property with and without the easement; except for the easement area proposed to be vacated, the site would yield a similar number of units per acre and the design would be functional. Therefore, the impact of the vacation of the easement is fully accounted for in the value of the easement rights to be vacated. After vacation, the subject's value would increase by the amount of the easement value to be vacated, and the consideration for the vacation is equal to the \$32,082 value of the easement.

The subject tract contains ±256 feet north of the Marsala Circle right-of-way and 240 feet on the south side of the roadway. As demonstrated by the current site plan as well as a review of other apartment projects throughout the area, typical designs incorporate between 220 and 260 feet across two buildings with associated parking and setbacks. As such, the area north of the easement is fully developable before the vacation of the easement, and Marsala Circle would contribute equally to the project design. Upon vacation of the easement the vacated area does provide for alternate development scenarios, and as noted, this enhanced design flexibility is fully captured in the value of the easement itself.

**SUMMARY OF CONCLUSIONS**

---

<b>Value Conclusion and Recommended Consideration Summary</b>		
	<u>Market Value</u>	<u>Recommended Consideration</u>
Value With Existing Easement	\$2,327,412	
Value After Easement Vacation	\$2,359,494	
Easement Value	\$32,082	\$32,082
<b>Total Recommended Consideration</b>		<b>\$32,082</b>

---

Compiled by Paul Hornsby and Co.

## **QUALIFICATIONS OF THE APPRAISERS**

## QUALIFICATIONS OF PAUL HORNSBY, MAI, SRA



**Experience:** Since 1980, Mr. Hornsby has been a practicing real estate appraiser with an office in Austin, Texas, specializing in the valuation of complex commercial properties and in support of litigation proceedings. Mr. Hornsby also serves as an arbitrator in real estate disputes.

Mr. Hornsby often serves in the capacity of expert witness in cases involving eminent domain, bankruptcy, general commercial litigation and ad valorem tax appeal. He is qualified as an appraisal expert in numerous county courts, state district courts, Federal District Court, U.S. Bankruptcy Court, and various commissioners' courts and appraisal district review boards. Mr. Hornsby has given over 300 depositions, testified in over 300 special commissioners hearings and appeared in over 100 jury and bench trials.

In addition to real property appraisal, Mr. Hornsby provides counseling services relating to real estate, tangible personal property, and intangible assets. He is the owner of ph Business Advisors, a business valuation firm specializing in the appraisal of business enterprises, partnership interests, and the allocation of tangible and intangible assets. Land planning services are provided by our sister company, alterra design group ([www.alterradesigngroup.com](http://www.alterradesigngroup.com)) and brokerage services by Hornsby Realty ([www.hornsby-realty.com](http://www.hornsby-realty.com)).

**Licenses and Designations:**

- MAI Designation - Appraisal Institute, Certificate No. 7305
- SRA Designation - Appraisal Institute
- State Certified General Real Estate Appraiser #TX-1321761-G
- Texas Broker License #283369-05

**Associations and Activities:**

- Treasurer and Board Member, Foundation Appraisers Coalition of Texas
- Mentor, Texas Appraiser Licensing and Certification Board
- Arbitrator in real estate disputes
- Member, International Right of Way Association
- Affiliate Member, Texas Association of Appraisal Districts
- Instructor, Appraisal Institute – Uniform Standards of Professional Appraisal Practice and Business Practices and Ethics
- Appraisal Qualifications Board (AQB) Certified USPAP Instructor
- REALTOR - National Association of Realtors

**Education:** University of Texas at Austin, B.B.A. Degree in Finance, August 1977

**Lectures and Publications:**

- Fee (It Really Is) Simple; Texas Association of Appraisal Districts Conference, 2015
- Separating Tangible & Intangible Asset Values in a Texas Refinery: A Case Study; Appraisal Institute, 2014
- Transmission Lines: Acquisition, Valuation and Condemnation, Austin Chapter of the Appraisal Institute and IRWA Chapter 74, 2012
- Responding to Daubert Challenges, Eminent Domain Conference, CLE® International, 2011
- Equality and Uniformity-Commercial Properties, Appraisal Review Board, Travis Central Appraisal District, May 2009
- Appraisal Values in an Unsettled Economy, Graves Dougherty Heaton & Moody – Banking & Real Estate Clients, October, 2008
- Fee Simple Estate - How Many Sticks in the Bundle?, 22nd Annual Legal Seminar on Ad Valorem Taxation in San Antonio, 2008
- Real Estate Appraisal Issues and Ethics, Eminent Domain for Attorneys in Texas, 2007
- Contemporary Appraisal Issues, Central Texas Commercial Property Exchange, 2007
- Capitalization Theory & Techniques, Chartered Financial Analysts, 2007
- Material and Substantial Impairment of Access, CLE® International, 2003
- Fee Simple Versus Leased Fee Valuation: A Study of Appraisal Models, Downtown Austin Alliance, Institute of Real Estate Management, 2001
- Regulatory Takings, International Right of Way Association, 2000
- The Schmidt Opinion From the Appraiser's Perspective, Office of the Attorney General, State of Texas, 1993
- Asbestos Abatement and Lead Paint: Effects on Real Estate Value, Texas Association of Appraisal Districts, 1992
- The Endangered Species Act and Its Impact on Property Value, Texas Savings and Loan League, 1989
- Valuation Theory, Real Estate Symposium, University of Texas, 1984

## QUALIFICATIONS OF MELANY ADLER, MAI



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**Experience:** Since 1988, Ms. Adler has been a practicing real estate appraiser with various real estate appraisal firms in Austin and Dallas, Texas specializing in the valuation of commercial properties and in support of litigation proceedings as well as expert witness testimony. Ms. Adler has been a senior appraiser at Paul Hornsby & Co. since 2002.

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**Licenses and Designations:**

- MAI Designation – Appraisal Institute, Account No. 339945
- State Certified General Real Estate Appraiser # TX-1338187-G
- Texas Real Estate Broker’s License # 283848

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**Associations and Activities:**

- Austin Board of Realtors
- National Association of Realtors
- Texas Association of Realtors

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**Major Projects:** *Eminent Domain Assignments:*  
Various HVTL Projects throughout Texas for clients including Oncor, Lonestar Transmission, South Texas Electric Coop and Lower Colorado River Authority  
ROW Acquisitions for the North Tarrant Expressway (NTE)  
TXDOT Projects including: I-35 and US 183

**Education:** *Professional Courses*  
Appraisal Institute (Successfully Completed):

- Basic Appraisal Principles
- Basic Appraisal Procedures
- Real Estate Finance, Statistics, and Valuation Modeling
- General Appraiser Market Analysis and Highest & Best Use
- General Appraiser Sales Comparison Approach
- General Appraiser Site Valuation and Cost Approach
- General Appraiser Income Approach/Part 1
- General Appraiser Income Approach/Part 2
- 

Appraisal Institute (Completed and Attended):

- Advanced Income Capitalization
- Advanced Market Analysis and Highest and Best Use
- Advanced Concepts and Case Studies
- General Comprehensive Exam
- Capstone General Demonstration Report
- Course 410 – Standards of Professional Practice, Part A
- USPAP Update 2014
- Business Practices and Ethics

### *Formal Education*

Flagler College, BA in Business Administration

December 17, 2014

City Of Leander Planning Department  
104 North Brushy Street  
Leander, Tx. 78646

Dear Robin,

I here by request, on behalf of Emmet Hawkes to remove part of the Marsala circle north side, the easement on his property. The purpose of the removal is primarily to consolidate the MF properties without the interruption of such road.

In my understanding, there are no utilities lies within this easement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ken Liem', written over a light blue horizontal line.

Ken Liem

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

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, CLOSING, VACATING, AND ABANDONING A PORTION OF STREET RIGHT-OF-WAY COMMONLY KNOWN AS MARSALA CIRCLE AND VACATING AND TERMINATING A PORTION OF THE PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED THEREON; AUTHORIZING CONVEYANCE TO ABUTTING PROPERTY OWNERS IN PROPORTION TO ABUTTING OWNERSHIP; PROVIDING FINDINGS OF FACT; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the right-of-way and public utility and drainage easement located on the property described in Exhibit "A", commonly known as Marsala Circle (the "Property"), is surplus and not necessary for use by the City, the general public, or the landowners adjacent thereto as an alley, street, or public utility and drainage easement, except as otherwise provided herein;

**WHEREAS**, retaining a portion of the public utility easement within the vacated Marsala Circle is necessary for use by the City for public utility purposes;

**WHEREAS**, Chapt. 272, *Tex. Loc. Gov't Code*, authorizes political subdivisions to sell and convey rights-of-way and easements to abutting owners in proportion to abutting ownership at an appraised fair market value; and

**WHEREAS**, the City accepted the appraisal provided by the abutting property owner which establishes the fair market value of the above described Property as being \$32,082.00;

**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 incorporated into this Ordinance as findings of fact by the City Council of Leander, Texas.

**Section 2. Right-of-Way.** The portion of right-of-way commonly known as Marsala Circle, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property") and the public utility and drainage easement, save and except for the portion of the public utility easement described in Section 4 (the "PUE"), are hereby permanently closed, vacated, terminated, and abandoned by the City and the general public.

**Section 3. Consideration and Authorization to Execute Quitclaim Deed.** The Mayor and the City Secretary be and are hereby authorized, empowered, instructed and directed to execute a quitclaim deed and termination of easement (the "quitclaim deed") in a form acceptable to the City Attorney, conveying the rights and interests of the City in the Property, save and except the PUE, to the abutting property owner, in proportion to their ownership of the abutting property;

provided that said quitclaim deed shall reserve the PUE to be held by the City as described in the quitclaim deed and Document No. 2002016692 recorded in the Official Public Records of Williamson County, Texas, and provided that the purchase price to be paid for the Property shall be \$32,082.00. Upon the payment of the purchase price, any surveying fees, and the attorneys fees related to drafting and reviewing documents necessary to convey the Property as provided herein, and the execution of such deed, such deed shall be and become a valid and binding act and deed of the City of Leander, Texas.

**Section 4. Retain Utility Easement.** The public utility easement in, upon, under, and across the Property described in Document No. 2002016692 recorded in the Official Public Records of Williamson County, Texas, the quitclaim deed, and Exhibit “B” is hereby retained by the City and the general public for use as a public utility easement.

**Section 5. Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

**Section 6. Effective Date.** This ordinance shall take effect immediately from and after its passage.

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

**PASSED AND APPROVED** on this \_\_\_\_ day of \_\_\_\_\_, 2015.

**Attest:**

**THE CITY OF LEANDER, TEXAS**

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

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

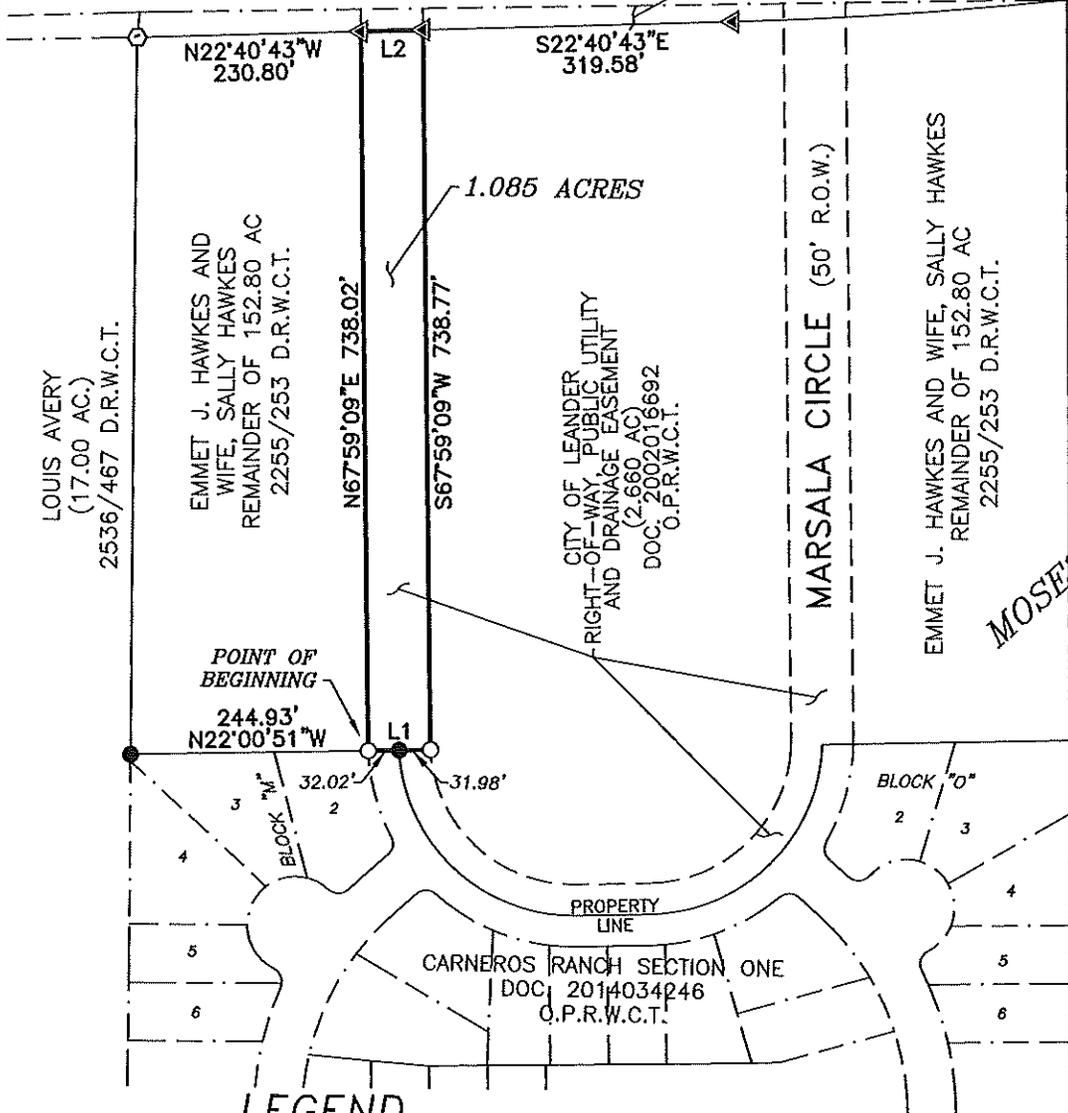
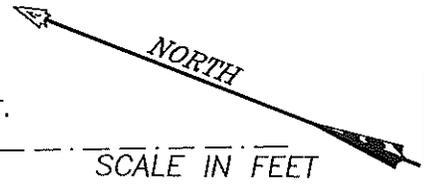
## **Exhibit “A”**

### **Metes & Bounds Description**

**Exhibit "B"**  
**Description of PUE**

BAGDAD ROAD (R.O.W.VARIES)

CITY OF LEANDER  
(17,187 SQ. FT.)  
DOC. 2000054835 O.P.R.W.C.T.



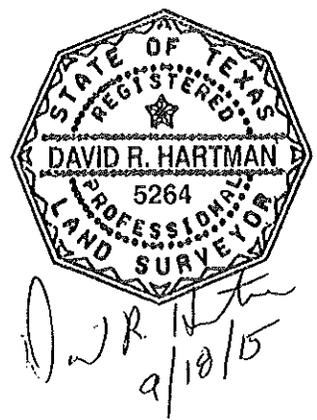
MOSES S. HORNSBY SURVEY  
ABSTRACT NO. 292

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N22°00'51"W	64.00'
L2	S22°40'43"E	64.00'

LEGEND

- 1/2" IRON REBAR FOUND (unless noted)
- 1/2" IRON REBAR W/CAP MARKED "LANDESIGN" SET (unless noted)
- ▲ CALCULATED POINT
- ◊ FENCE POST

D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS  
 R.P.R.W.C.T. REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS  
 O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS  
 P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS  
 BEARINGS BASIS: GRID NORTH, TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD 83



JOB NUMBER: 381-15-1		DATE: 09-18-2015	
PROJECT NAME: CARNEROS			
DRAWING NAME: ESMT VACATION.DWG			
DRAWING FILE PATH: L:\CFS CIVIL\CARNEROS_\DWGS			
FIELDNOTE FILE PATH: L:\CFS CIVIL\CARNEROS_\FNOTES			
RPLS: DRH	TECH: HAS	PARTYCHIEF: AG	CHK BY: DRH
SHEET 3 of 3		FIELDBOOKS:	
		SCALE: 1" = 200'	



LANDESIGN SERVICES, INC.

512-238-7901  
1220 MCNEIL ROAD  
SUITE 200  
ROUND ROCK, TEXAS 78681  
FIRM REGISTRATION NO. 10001800



**Executive Summary**

**October 1, 2015**

---

**Agenda Subject:** Discussion and possible action to authorize the city manager to execute an amendment to the development agreement between the City and Cypress Crystal Falls, LP regarding signage for the Randall's shopping center at Lakeline Blvd. and Crystal Falls Pkwy.

**Background:** The City approved a development agreement for the Randall's shopping center in 2012. The agreement stipulated the number and types of signs to be allowed for the shopping center. The developer has requested a modification to the agreement to allow for a change to the configuration of the signs and to allow additional wall signage on the Randall's store.

Staff is requesting authorization for the City Manager to execute an amendment to the agreement to allow for the proposed changes to the signage plan.

**Origination:** Applicant:

**Financial Consideration:** None.

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

**Attachments:**

1. Development agreement application
2. Monument sign drawings
3. Supplemental letter for Randall's wall signs

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

9/23/15



City of Leander Planning Department  
 104 North Brushy Street  
 PO Box 319  
 Leander, Texas 78646-0319  
 Fax (512) 528-2729  
[www.leandertx.gov](http://www.leandertx.gov)

Project Name: CRYSTAL FALLS TOWN CENTER (Randalls)  
 Submittal Date: \_\_\_\_\_  
 File #: \_\_\_\_\_  
 (City will assign)

## DEVELOPMENT AGREEMENT

### APPLICATION & CHECKLIST

*This application and checklist is provided as a service of the City of Leander. Its purpose is to assist the applicant in preparing a proposal that meets City standards so it can be expedited through the review process.*

- Submit this proposal to the Planning Department (512-528-2750), 104 N. Brushy St., Leander, TX.

#### INSTRUCTIONS

- Fill out the following application and checklist completely prior to submission.
- Use the most current form from the City's website ([www.leandertx.gov](http://www.leandertx.gov)) or from the Planning Department.

#### REQUIRED ITEMS FOR SUBMITTAL PACKAGE:

- \_\_\_ 1. Completed and signed application/checklist
- \_\_\_ 2. \$5,000 Deposit for Attorney Review Fees
- \_\_\_ 3. Letter explaining proposed development agreement

#### APPLICANT INFORMATION:

##### (Check One):

- I, the owner, will represent this application with the City of Leander.
- \_\_\_ I, the owner, hereby authorize the person named below to act as my agent in processing this application with the City of Leander.

#### OWNERSHIP INFORMATION:

Property Owner: Cypress Crystal Falls, L.P. Phone: 214.561.8817 Fax: \_\_\_\_\_  
 (If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.) CYPRESS EQUITIES Stephen R. Schmidt  
 Address: 8343 Douglas Ave. Ste. 200 City: DALLAS State: TX Zip: 75225  
 Email: Stephen.Schmidt@cypressEquities.com Mobile: 214.676.1941 Pager: \_\_\_\_\_

#### AGENT INFORMATION:

If an agent is representing the owner of the property, please complete the following information:

Project Agent: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Email: \_\_\_\_\_ Mobile: \_\_\_\_\_ Pager: \_\_\_\_\_

*I hereby authorize the person named above to act as my agent in processing this application:*

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURES**

Please submit at the time of submission of application and update disclosures within 7 business days after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

**CHAPTER 176, TEXAS LOCAL GOVERNMENT CODE:**

<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. While we do not believe that Chapter 176 applies to development agreements, we request that the form be filled out in the interest of transparency and to help identify disclosures that may be required to be made under the City’s Ethics Ordinance. Local government officers are the members of the City Council (<http://www.leandertx.gov/citycouncil/page/city-council-members>) and the City Manager (<http://www.leandertx.gov/citymanager/page/kent-cagle>).

▪ **CIQ - Conflict of Interest Questionnaire**

A person (or their agent) who enters or seeks to enter into a contract with a local government entity for the sale or purchase of real property, goods and services, and has a business relationship with the local government entity must file a Conflict of Interest Questionnaire if they:

- (a) have an employment or other business relationship with an officer of the local governmental entity or an officer's family member as described below; or
- (b) have given an officer of the local government entity or an officer's family member one or more gifts with the aggregate value specified below.

Questionnaire Link:

<http://www.leandertx.gov/sites/default/files/fileattachments/Finance/page/243/ciq.pdf>

▪ **CDS - Conflicts Disclosure Statement**

If a local government entity enters into or is considering entering into a contract for the sale or purchase of real property, goods or services with a person (including an agent of a person), an officer of the local government is required to file a Conflicts Disclosure Statement if the officer or a family member of the officer:

- (a) is receiving taxable income from an employment or other business relationship with the person, other than investment income, that exceeds \$2,500 during the 12-month period preceding the officer's awareness of the contract or consideration of the person; or
- (b) has received gifts with an aggregate value of more than \$250 in the 12 month period before the officer became aware of the contract or consideration of the person.

Questionnaire Link:

<http://www.leandertx.gov/sites/default/files/fileattachments/Finance/page/243/cis.pdf>

**ARTICLE 9.05, CITY CODE OF ORDINANCES – CODE OF ETHICS:**

<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

▪ **Ethics Ordinance – Disclosure Statements**

The City’s Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain relationships and conflicts of interest. Please refer in particular to Sections 9.05.007 and 9.05.009(f) at the above link.

**Do Not Write Below – Staff Use Only**

Accepted for Processing by: \_\_\_\_\_ Date: \_\_\_\_\_

To be reviewed by:  Planning  Engineering  Public Works  Fire  Parks



August 18, 2015

Robin Griffin  
Senior Planner  
City of Leander, Texas  
200 West Willis Street  
Leander TX 78641

RE: Crystal Falls Town Center  
Revision request to Development Agreement  
Monument Signs

Ms. Griffin,

On behalf of my client, CYPRESS CRYSTAL FALLS LP, please consider the following request for a revision to the DEVELOPMENT AGREEMENT FOR THE RANDALL'S FOOD STORE AND SHOPPING CENTER that was originally executed on September 27, 2012 and was assigned to CYPRESS CRYSTAL FALLS LP on May 12, 2015.

The original Development Agreement included Exhibit "G" regarding monument signs for the development labeled as "Sign Locations / Types" containing three plans/schematics as follows (see attached also):

- Site Plan (showing the monument sign locations and monument sign type)
- Sign "A" (Multi-Tenant Monument)
- Sign "B" (Price Sign Monument)

Please refer to the attached Exhibit "M-1". CYPRESS CRYSTAL FALLS LP would like to replace the Site Plan in Exhibit "G" with the site plan shown on Exhibit "M-1". The request for a revision to the Development Agreement pertains to the quantity, location and designation of each monument sign as follows:

- The Single Tenant Monument Sign shown on the pad site for Restaurant B along Crystal Falls Parkway is proposed to be changed to a Multi-Tenant Monument Sign (Sign "A"). The proposed monument sign would remain in the same location as the previous monument sign.
- The Fuel Center monument sign with pricing (Sign "B") along Crystal Falls Parkway will remain as originally shown.
- The Single Tenant Monument Sign shown on the pad site for Restaurant A along Crystal Falls Parkway is proposed to be deleted.
- The Single Tenant Monument Sign shown on the pad site for Restaurant A along Lakeline Boulevard is proposed to be changed to a Multi-Tenant Monument Sign (Sign "A"). The proposed monument sign would remain in the same location as the previous monument sign.
- The Multi-Tenant Monument Sign (Sign "A") shown towards the south end of the site along Lakeline Boulevard will be relocated to the south side of the entry drive.

The design of the monument signs as shown for Sign "A" and Sign "B" will remain unchanged as originally approved in the Development Agreement.

HOUSTON  
1111 North Loop West  
Suite 800  
Houston, Texas 77008  
713.869.1103 V  
713.869.5573 F

DALLAS  
5717 Legacy Drive  
Suite 240  
Plano, Texas 75024  
972.490.7292 V

Please feel free to contact Stephen Schmidt (representing CYPRESS CRYSTAL FALLS LP) if you have any questions or concerns about this request.

214-561-8817

[stephen.schmidt@cypressequities.com](mailto:stephen.schmidt@cypressequities.com)



Sincerely,

A handwritten signature in black ink, appearing to read "Blake Sloan", with a horizontal line extending to the right.

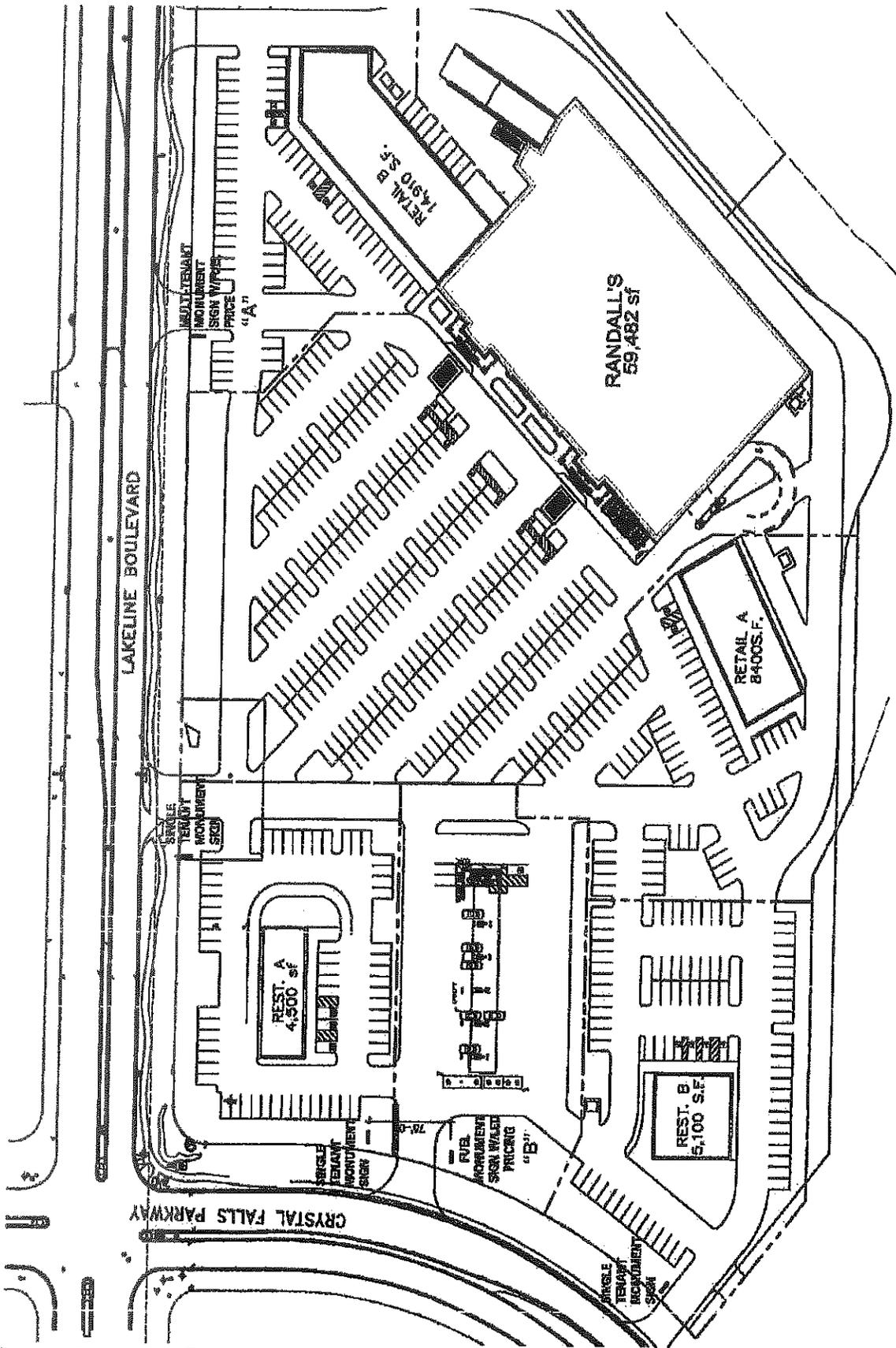
Blake Sloan  
Partner  
Heights Venture Architects, LLP  
214-451-5939  
[blake.sloan@hva.cc](mailto:blake.sloan@hva.cc)

Attachments: Exhibit "G"  
Exhibit "M-1"

CC: Stephen Schmidt – Cypress Equities  
Dave Leach – Cypress Equities  
Tom Ryan – Cypress Equities  
Ryan Buchman – Cypress Equities  
Norsiah Daniels – Heights Venture Architects, LLP

HOUSTON  
1111 North Loop West  
Suite 800  
Houston, Texas 77008  
713.869.1103 V  
713.869.5573 F

DALLAS  
5717 Legacy Drive  
Suite 240  
Plano, Texas 75024  
972.490.7292 V



**Sign locations/ types**

**Exhibit "G"**





Development Agreement	01-00-4545	\$1,000.00
-----------------------	------------	------------

Amendment to the DA for Randall's  
project code DDD-00.4545

9/4/2015

**Cypress Crystal Falls, LP**

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
7-28-15	7/28/15 ck	Development Agreemen	14000	1000.00
CHECK DATE 7-28-15			CHECK NUMBER 4	TOTAL > 1000.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

**Cypress Crystal Falls, LP**

8343 Douglas Avenue  
Suite 200  
Dallas, TX 75225  
214-561-8800

Legacy Texas Bank  
17617 Dallas Parkway  
Dallas, TX 75287

DATE July 28, 2015      CHECK NO. 4      AMOUNT \$\*\*\*\*\*1,000.00

Pay:\*\*\*\*\*One thousand dollars and no cents

PAY TO THE ORDER OF City of Leander Texas  
Permits and Inspections Dept  
PO Box 319  
Leander, TX 78646

*Brian Law*

TWO SIGNATURES REQUIRED IF OVER \$2,500



⑈000000004⑈ ⑆111901234⑆ 70127329⑈

*ML*



August 27, 2015

Robin Griffin  
Senior Planner  
City of Leander, Texas  
200 West Willis Street  
Leander TX 78641

RE: Crystal Falls Town Center  
Revision request to Development Agreement  
**Tom Thumb building signs**

Ms. Griffin,

On behalf of my client, CYPRESS CRYSTAL FALLS LP, please consider the following request for a revision to the DEVELOPMENT AGREEMENT FOR THE RANDALL'S FOOD STORE AND SHOPPING CENTER that was originally executed on September 27, 2012 and was assigned to CYPRESS CRYSTAL FALLS LP on May 12, 2015.

The original Development Agreement does not include language pertaining to permanent wall signage for the Randalls grocery store.

Per a review of the Code of Ordinances for the City of Leander, Chapter 3, Article 3.08 (Signs), Section 3.08.012 (Permitted Signs), B (Permanent Signs), 9 (Wall), we understand that the sign size allowed by road type (Arterial Road) per Occupant Primary Building Façade Frontage is the lesser of 200 square feet (maximum allowed) or 2 square feet for every 1 linear foot of façade frontage.

The Randalls grocery store has a Primary Building Façade Frontage linear footage of 290'. Using the formula provided in the Sign Ordinance:  $290 \times 2 = 580$  square feet. However, the code specifies that the maximum sign size allowed is 200 square feet.

The attached Exhibit A shows the proposed Randalls building façade with their standard permanent wall signage as follows:

"Randalls" – 270.8 square feet

"Starbucks Coffee" – 36.2 square feet

"Pharmacy" with mortar & pestle – 75.4 square feet

"Drive Thru Pharmacy" with mortar & pestle – 79.5 square feet

"Entrance" (on drive thru pharmacy canopy) – 13.5 square feet

Future sign to be determined at a later date – 25 square feet

Total permanent wall signage = 500.4 square feet

*Please note that the sign square footage noted is estimated based on digital calculations on the CAD file of the building elevation. The actual sign square footage may vary slightly.*

CYPRESS CRYSTAL FALLS LP would like to request that the maximum sign size of 200 square feet be lifted for the Randall grocery store only. This would allow them to install their standard signage and still be well under the 2 square feet per each linear foot of façade frontage guideline. The tenants in the other retail buildings on the site would still be required to follow the sign ordinance as recorded.

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713.869.1103 V  
713.869.5573 F

DAU AS  
5717 Legacy Drive  
Suite 240  
Plano, Texas 75024  
972.490.7292 V

Please feel free to contact Stephen Schmidt (representing CYPRESS CRYSTAL FALLS LP) if you have any questions or concerns about this request.

214-561-8817

[stephen.schmidt@cypressequities.com](mailto:stephen.schmidt@cypressequities.com)

Sincerely,



Blake Sloan  
Partner  
Heights Venture Architects, LLP  
214-451-5939  
[blake.sloan@hva.cc](mailto:blake.sloan@hva.cc)

Attachments: Exhibit "A"

CC: Stephen Schmidt – Cypress Equities  
Dave Leach – Cypress Equities  
Tom Ryan – Cypress Equities  
Ryan Buchman – Cypress Equities  
Norsiah Daniels – Heights Venture Architects, LLP  
David Hardin – Randall's Food & Drugs, LP

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713.869.1103 V  
713.869.5573 F

DALLAS  
5717 Legacy Drive  
Suite 240  
Plano, Texas 75024  
972.490.7292 V

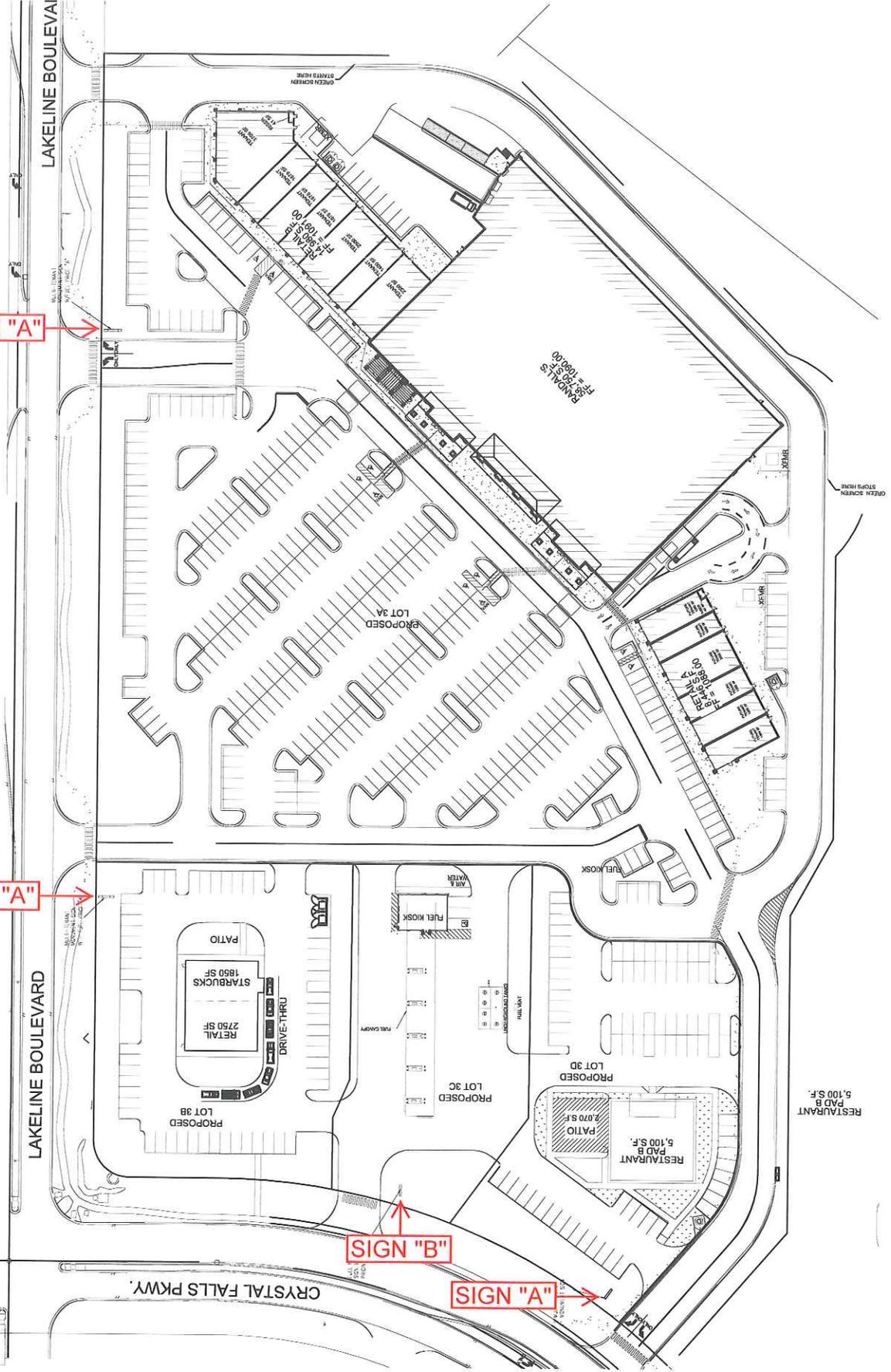
SIGN "A"

SIGN "A"

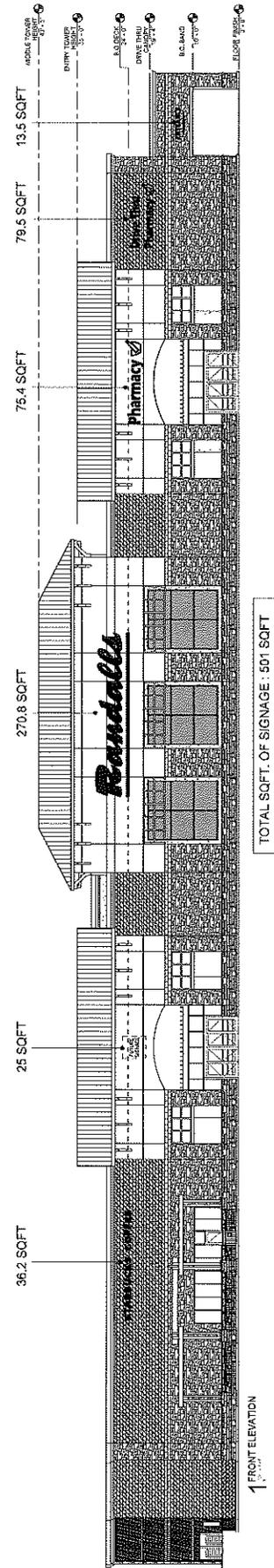
SIGN "B"

SIGN "A"

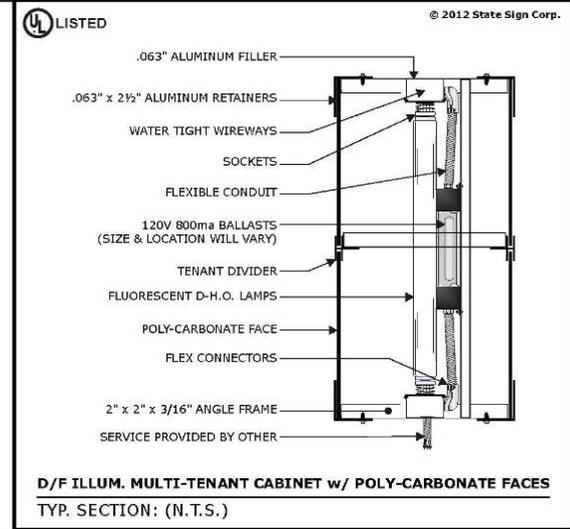
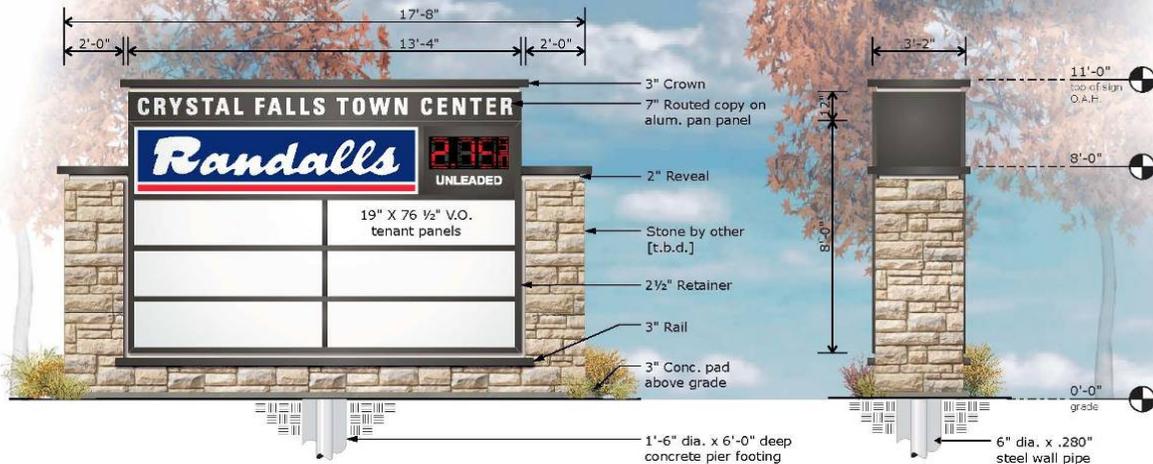
EXHIBIT "M-1"



# EXHIBIT A



# SIGN "A"



**Scope of Work:**  
Manufacture and install one (1) d/f internally illuminated multi-tenant monument sign.

- Main ID:**
- 125" routed aluminum pan panel.
  - 3/16" #7328 white backing.
  - D-H.O. fluorescent lamps.

- Tenant Cabinet:**
- 2 1/2" aluminum retainers [pre-finished dk-bronze].
  - 3/16" #7328 white poly-carbonate face.
  - 1st surface 3M vinyl copy and graphic.
  - D-H.O. fluorescent lamps.

- Misc.:**
- 2" reveal surround [p.t.m. sandstone].
  - .080" aluminum crown and railing [dk-bronze].
  - LED fuel Price Display
  - Stone by other.

- 3M 3630-157 Sultan Blue
- 3M 3630-143 Poppy Red

**A** Multi-Tenant Monument [120sq. ft.]  
**R3** Scale: 1/2" = 1'-0"

This sign is intended to be installed in accordance with the requirements of article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. • If the sign shown has blank faces, This sign is intended to have advertising applied to the faces using 3M vinyl.



**Corporate Office**  
7630 Hansen  
Houston, TX 77061  
713.943.1832  
713.943.9771 [fax]

**Branch Office**  
P.O. Box 190  
Orange, TX 77630  
409.735.5553  
409.735.9124 [fax]

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Signs will be wired for 120 volt unless otherwise noted.  
[www.statesign.com](http://www.statesign.com)

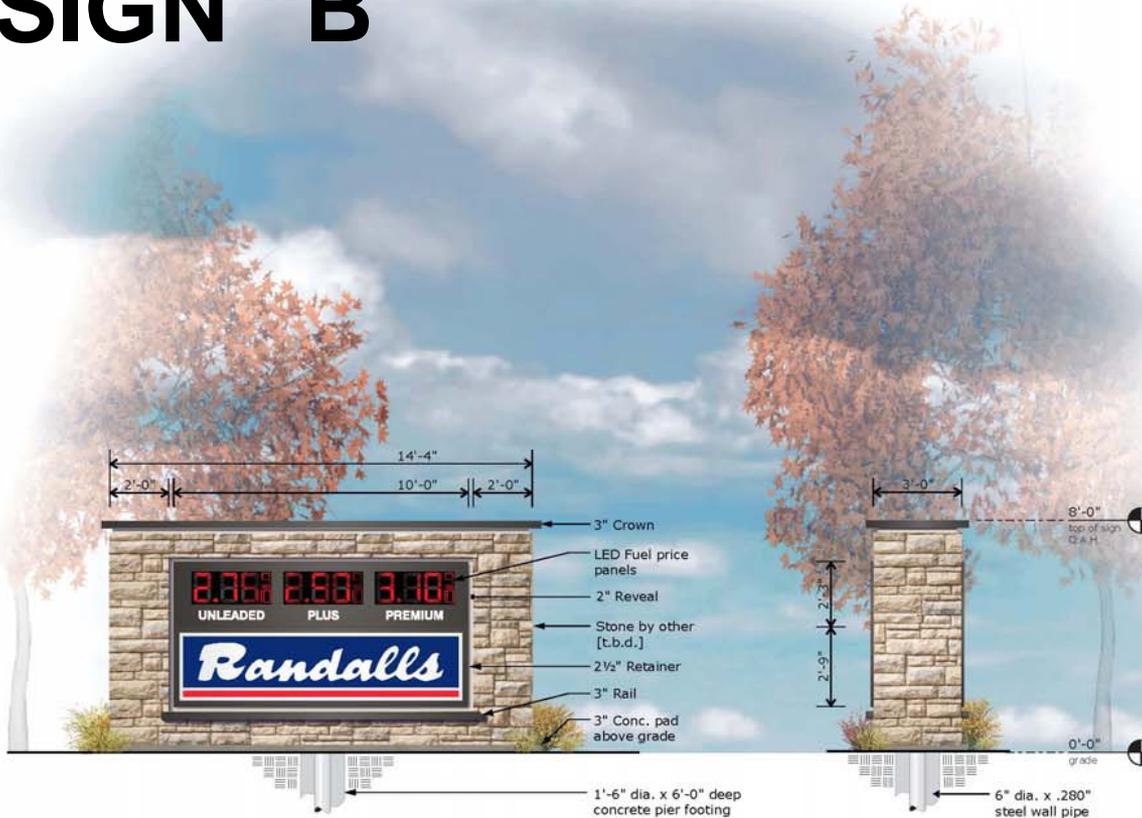
- Permit (x2)
- Shop File
- Art Dept
- Vinyl
- Routing
- Plex/Flex
- Channel Ltr
- Cabinets
- Neon
- Paint Dept
- Steel
- Install File
- Installation
- Purchasing

**Work Order** n/a  
WO Date: n/a Designer: *[Signature]*  
File: s:\...3145\3145 - Ground Signs r3.cdr

**Drawing No.** 12.22537  
Date: 03/06/12 Revised: 08/14/12  
Sales Rep: Danny Zoch

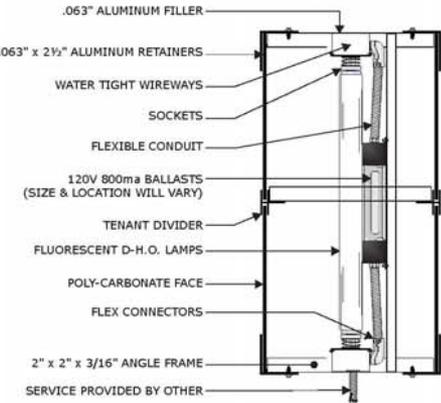
**Job Location** Randalls #3145  
**St** Lakeline Blvd & Crystal Falls Pkwy  
**City, State** Leander, TX 78641

# SIGN "B"



UL LISTED

© 2012 State Sign Corp.



**D/F ILLUM. MULTI-TENANT CABINET w/ POLY-CARBONATE FACES**  
TYP. SECTION: (N.T.S.)

**Scope of Work:**

Manufacture and install one (1) d/f internally illuminated Monument w/ fuel price panels.

**Tenant ID Panel:**

- 2 1/2" aluminum retainers [pre-finished dk-bronze].
- 3/16" #7328 white poly-carbonate face.
- 1st surface 3M vinyl copy and graphic.
- D-H.O. fluorescent lamps.

**Misc.:**

- 2" reveal surround [p.t.m. sandstone].
- .080" aluminum crown and railing [dk-bronze].
- LED fuel price display.
- Stone by other.

■ 3M 3630-157 Sultan Blue

■ 3M 3630-143 Poppy Red

**B** Price Sign Monument [50 sq. ft.]

**R3** Scale: 1/2" = 1'-0"

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**Branch Office**  
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- Permit (x2)
- Shop File
- Art Dept
- Vinyl
- Routing
- Flex/Flex
- Channel Ltr
- Cabinets
- Neon
- Paint Dept
- Steel
- Install File
- Installation
- Purchasing

**Work Order** n/a  
WO Date: n/a Designer: *[Signature]*  
File: s:\...3145\3145 - Ground Signs r3.cdr

**Drawing No.** 12.22537  
Date: 03/06/12 Revised: 08/14/12  
Sales Rep: Danny Zoch

**Job Location** Randalls #3145  
**St** Lakeline Blvd & Crystal Falls Pkwy  
**City, State** Leander, TX 78641

August 27, 2015

Robin Griffin  
Senior Planner  
City of Leander, Texas  
200 West Willis Street  
Leander TX 78641

RE: Crystal Falls Town Center  
Revision request to Development Agreement  
**Tom Thumb building signs**

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214-561-8817

[stephen.schmidt@cypressequities.com](mailto:stephen.schmidt@cypressequities.com)

Sincerely,



Blake Sloan  
Partner  
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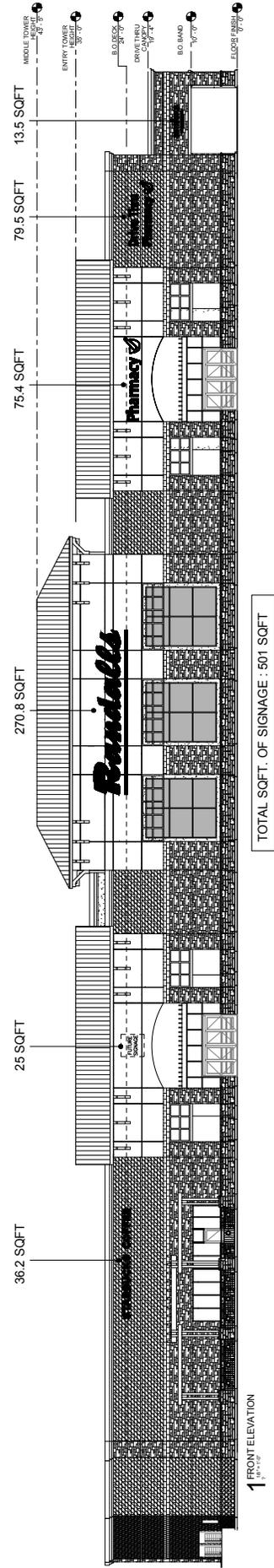
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# EXHIBIT A





**Executive Summary**

**October 1, 2015**

**Subject:** Authorize award of bid for fourteen (14) vehicles from Freedom Chevy Dodge, Sam Pack's Five Star Ford, Silsbee Ford, Randall Reed's Prestige Ford and Grapevine Dodge Chrysler Jeep.

**Background:** The Adopted FY 2015-16 Budget includes funds for the purchase of seven new vehicles and seven replacement vehicles. Solicitation #S16-001 for Police Pursuit and Citywide Fleet Vehicles was issued in August 2015. Eight (8) responses were received.

Replacements

Dept	ID	Year	Make/Model	Replacement	Cost
Police	L17	2001	Ford Crown Vic	Dodge Ram 1500	25,477.00
Police	CID3	2007	Ford Crown Vic	Dodge Charger	24,184.00
Streets	PW3	2001	Ford F250	Ford F450 Crew	42,962.00
Streets	PW10	1985	Ford F350	Ford F550/Dump	47,005.10
Engineering	ENG2	2003	Ford F150	Dodge Ram 1500	25,800.00
Parks	Parks 5	1998	Chevy Astro Van	Ford Transit Van 15D	21,375.92
Inspections	CE 1	2002	Ford F150	Jeep Patriot	18,961.00

New

Police	Patrol	2016	Chevy Tahoe	n/a	34,000.00
Police	SRO	2016	Chevy Tahoe	n/a	34,000.00
Police	Community Svcs,	2016	Chevy Tahoe	n/a	34,000.00
Engineering	Inspector	2016	Dodge Ram 1500	n/a	25,800.00
Engineering	Inspector	2016	Dodge Ram 1500	n/a	25,800.00
Inspections	Zoning Compliance	2016	Jeep Patriot	n/a	18,961.00
Public Works	Water	2016	Ford F450	n/a	46,800.00

**Financial Consideration:** Vehicle Replacement Fund (Fund 14 / \$205,765); General Fund (Fund 01 / \$172,561); Utility Fund (Fund 20 / \$46,800)

**Recommendation:** Staff recommends award of bid for fourteen (14) vehicles to the vendors as specified in the Vehicle Award Schedule.

**Attachments:** Bid Tabulation and Award Recommendations.

**Prepared by:** Joy Simonton, Purchasing Agent  
Robert G. Powers, Finance Director

City of Leander Vehicle Award Schedule FY 15/16

ITEM #	NEW OR REPLACEMENT	VEHICLE DESCRIPTION	STAFF TITLE	VEHICLE BEING REPLACED	AWARDED VENDOR	PRICE
#1 PD	NEW	PPV 2WD SUV - White	Patrol		Freedom Chevy Dodge	\$34,000.00
#2 PD	NEW	PPV 2WD SUV - White	Patrol		Freedom Chevy Dodge	\$34,000.00
#3 PD	NEW	PPV 2WD SUV - White	Community Service		Freedom Chevy Dodge	\$34,000.00
#4 PD	REPLACEMENT	1/2 Ton Pick-Up SSV, 2WD - Dark Grey	Patrol	L 17	Grapevine DCJ	\$25,477.00
#5 PD	REPLACEMENT	PPV Sedan - Dark Grey	Patrol	CID 3	Grapevine DCJ	\$24,184.00
#6 PW	REPLACEMENT	F450 with Crew Cab, Diesel - White	Streets	PW 3	Sam Pack's Five Star Ford	\$42,962.00
#7 PW	REPLACEMENT	F550 Single Cab and Dump Body, Diesel - White	Streets	PW 10	Silsbee Ford	\$47,005.10
#8 ENG	REPLACEMENT	1/2 Ton Pick-Up Truck, 4x4, 4-Door - White	Construction Inspector	ENG 2	Freedom Chevy Dodge	\$25,800.00
#9 ENG	NEW	1/2 Ton Pick-Up Truck, 4x4, 4-Door - White	Construction Inspector		Freedom Chevy Dodge	\$25,800.00
#10 ENG	NEW	1/2 Ton Pick-Up Truck, 4x4, 4-Door - White	Construction Inspector		Freedom Chevy Dodge	\$25,800.00
#11 PARD	REPLACEMENT	Utility Cargo Van	Maintenance	Astro	Silsbee Ford	\$21,375.92
#12 BI	NEW	SUV - White	Zoning Compliance Officer		Grapevine DCJ	\$18,961.00
#13 BI	REPLACEMENT	SUV - White	Building Official	CE 1	Grapevine DCJ	\$18,961.00
#14 WATER MAINT	NEW	F450 Crew Cab, Diesel - White	Crew Truck		Randall Reed's Prestige Ford	\$46,800.00

<b>TOTAL</b>	<b>\$425,126.02</b>
--------------	---------------------

#15 ALTERNATE	NEW	Compact Pick-up Truck	New		Freedom Chevy Dodge	\$22,000.00	Not awarded at this time.
------------------	-----	-----------------------	-----	--	------------------------	-------------	---------------------------

**Bid Info:** City of Leander  
 Police Pursuit and Citywide Fleet Vehicles  
**Solicitation No.:** #S16-001  
**Opening:** 09/03/2015

EVALUATION CRITERIA	Max Points	Sam Pack's Five Star Ford	Allison Chevrolet/Silsbee	Freedom Chevy Dodge	Caldwell Country	Randall Reed's Prestige Ford
Price and Score	70					
<b>Item #1 - 3; PPV 2WD SUV-White</b>		\$27,973.00	\$35,392.00	\$34,000.00	\$35,590.00	\$26,800.00
Meets City's Needs	30					
Respondent is qualified and product meets all required specifications. Scoring includes days to deliver and warranty evaluation.		Qualified vendor. Vehicle does not meet spec.	Qualified vendor. Vehicle meets spec.	Qualified vendor. Vehicle meets spec.	Qualified vendor. Vehicle meets spec.	Qualified vendor. Vehicle does not meet spec.
<b>TOTAL:</b>	<b>100</b>			<b>2016 Chevy Tahoe</b>		

**AWARD**

Bid Info: City of Leander  
 Solicitation No. Police Pursuit and Citywide Fleet Vehicles  
 #S16-001  
 Opening: 09/03/2015

EVALUATION CRITERIA	Max Points	Freedom Chevy Dodge	Randall Reed's Prestige Ford	Grapevine DCJ
Price and Score	70			
Item #4; 1/2 Ton Pick-Up Truck, SSV, 2WD - Dark Gray		\$27,500.00	\$27,865.00	\$25,477.00
Meets City's Needs	30			
Respondent is qualified and product meets all required specifications. Scoring includes days to deliver and warranty evaluation.		Qualified vendor. Vehicle meets spec.	Qualified vendor. Vehicle meets spec.	Qualified vendor. Vehicle meets spec.
<b>TOTAL:</b>	<b>100</b>			<b>Dodge Ram 1500 SSV</b>
				<b>AWARD</b>

Bid Info: City of Leander  
 Police Pursuit and Citywide Fleet Vehicles  
 Solicitation No. #S16-001  
 Opening: 09/03/2015

EVALUATION CRITERIA	Max Points	Sam Pack's Five Star Ford	Freedom Chevy Dodge	Randall Reed's Prestige Ford	Grapevine DCJ
Price and Score	70				
<b>Item #5; PPV Sedan - Silver</b>		\$25,251.00	\$25,575.00	\$22,850.00	\$24,184.00
Meets City's Needs	30				
Respondent is qualified and product meets all required specifications. Scoring includes days to deliver and warranty evaluation.		Qualified vendor. Vehicle does not meet spec with V-6.	Qualified vendor. Vehicle meets spec.	Qualified vendor. Vehicle does not meet spec with V-6.	Qualified vendor. Vehicle meets spec.
<b>TOTAL:</b>	<b>100</b>				<b>2016 Dodge Charger Pursuit</b>
					<b>AWARD</b>

Bid Info: City of Leander  
 Solicitation No. #S16-001  
 Opening: 09/03/2015  
 Police Pursuit and Citywide Fleet Vehicles

EVALUATION CRITERIA	Max Points	Sam Pack's Five Star Ford	Griffith Ford Seguin	Freedom Chevy Dodge	Caldwell Country	Silsbee Ford	Randall Reed's Prestige Ford	Grapevine DCJ
Price and Score	70							
<b>Item #6; F450 with Crew Cab, Diesel - White</b>		\$42,962.00	\$47,006.08	\$43,400.00	\$44,559.00	\$44,128.10	\$43,800.00	\$47,961.00
Meets City's Needs	30							
Respondent is qualified and product meets all required specifications. Scoring includes days to deliver and warranty evaluation.		Qualified vendor. Vehicle meets spec.						
<b>TOTAL:</b>	<b>100</b>	<b>2016 Ford F450 Crew Cab</b>						

**AWARD**

Bid Info: City of Leander  
 Police Pursuit and Citywide Fleet Vehicles  
 Solicitation No. #S16-001  
 Opening: 09/03/2015

EVALUATION CRITERIA	Max Points	Sam Pack's Five Star Ford	Griffith Ford Seguin	Caldwell Country	Silsbee Ford	Randall Reed's Prestige Ford
Price and Score	70					
<b>Item #7; F550 Single Cab, Dump Body, Diesel - White</b>		\$49,748.00	\$52,819.10	\$52,110.00	\$47,005.10	\$50,700.00
Meets City's Needs	30					
Respondent is qualified and product meets all required specifications. Scoring includes days to deliver and warranty evaluation.		Qualified vendor. Vehicle meets spec.	Qualified vendor. Vehicle meets spec.			
<b>TOTAL:</b>	<b>100</b>				<b>2016 Ford F550 Regular Cab Diesel</b>	

**AWARD**

Bid Info: City of Leander  
 Solicitation No. Police Pursuit and Citywide Fleet Vehicles  
 #S16-001  
 Opening: 09/03/2015

EVALUATION CRITERIA	Max Points	Sam Pack's Five Star Ford	Griffith Ford Seguin	Freedom Chevy Dodge	Caldwell Country	Silsbee Ford	Randall Reed's Prestige Ford	Grapevine DCJ
Price and Score	70							
<b>Item #8 - 10; 1/2 Ton Pick-Up Truck, 4x4, 4-Door White</b>		\$30,339.00	\$31,399.07	\$25,800.00	\$30,928.00	\$29,200.92	\$28,785.00	\$29,331.00
Meets City's Needs	30							
Respondent is qualified and product meets all required specifications. Scoring includes days to deliver and warranty evaluation.		Qualified vendor. Vehicle meets spec.						
<b>TOTAL:</b>	<b>100</b>			<b>2016 Dodge Ram 1500</b>				

**AWARD**

Bid Info: City of Leander  
 Police Pursuit and Citywide Fleet Vehicles  
 Solicitation No. #S16-001  
 Opening: 09/03/2015

EVALUATION CRITERIA	Max Points	Sam Pack's Five Star Ford	Freedom Chevy Dodge	Caldwell Country	Silsbee Ford	Randall Reed's Prestige Ford
Price and Score	70					
<b>Item #11; Utility Cargo Van</b>		\$22,981.00	\$25,000.00	\$22,981.00	\$21,375.92	\$23,565.00
Meets City's Needs	30					
Respondent is qualified and product meets all required specifications. Scoring includes days to deliver and warranty evaluation.		Qualified vendor. Vehicle meets spec.				
<b>TOTAL:</b>	<b>100</b>				<b>2016 Ford Transit Van 15D</b>	

**AWARD**

Bid Info: City of Leander  
 Police Pursuit and Citywide Fleet Vehicles  
 Solicitation No. #S16-001  
 Opening: 09/03/2015

EVALUATION CRITERIA	Max Points	Sam Pack's Five Star Ford	Griffith Ford Seguin	Caldwell Country	Silsbee Ford	Randall Reed's Prestige Ford	Grapevine DCJ
Price and Score	70						
<b>Item #12 - 13; SUV - White</b>		\$20,868.00	\$21,675.60	\$21,346.00	\$19,440.46	\$20,565.00	\$18,961.00
Meets City's Needs	30						
Respondent is qualified and product meets all required specifications. Scoring includes days to deliver and warranty evaluation.		Qualified vendor. Vehicle meets spec.					
<b>TOTAL:</b>	<b>100</b>						<b>2016 Jeep Patriot Sport</b>
							<b>AWARD</b>

Bid Info: City of Leander  
 Solicitation No. #S16-001  
 Opening: 09/03/2015  
 Police Pursuit and Citywide Fleet Vehicles

EVALUATION CRITERIA	Max Points	Sam Pack's Five Star Ford	Griffith Ford Seguin	Freedom Chevy Dodge	Caldwell Country	Silsbee Ford	Randall Reed's Prestige Ford	Grapevine DCJ
Price and Score	70							
<b>Item #14; F450 Crew-Cab, Diesel, White</b>		\$42,962.00	\$51,053.75	\$49,000.00	\$49,004.00	\$44,128.10	\$46,800.00	\$47,961.00
Meets City's Needs	30							
Respondent is qualified and product meets all required specifications. Scoring includes days to deliver and warranty evaluation.		Qualified vendor. Vehicle does not meets spec.	Qualified vendor. Vehicle does not meets spec.	Qualified vendor. Vehicle meets spec.	Qualified vendor. Vehicle meets spec.			
<b>TOTAL:</b>	<b>100</b>						<b>2016 Ford F450 Crew Cab</b>	

**AWARD**

Bid Info: City of Leander  
 Solicitation No. Police Pursuit and Citywide Fleet Vehicles  
 #S16-001  
 Opening: 09/03/2015

EVALUATION CRITERIA	Max Points	Freedom Chevy Dodge	Caldwell Country
Price and Score	70		
Item #15; ALTERNATE ITEM Compact Pick-Up Truck		\$22,000.00	\$24,497.00
Meets City's Needs	30		
Respondent is qualified and product meets all required specifications. Scoring includes days to deliver and warranty evaluation.		Qualified vendor. Vehicle meets spec.	Qualified vendor. Vehicle meets spec.
<b>TOTAL:</b>	<b>100</b>		

**NO AWARD  
AT THIS  
TIME**



**Executive Summary**

**October 1, 2015**

**Subject:** Consider Contract Award for the East Crystal Falls Boulevard Median Planting Project

**Background:** Two bids were received on September 17<sup>th</sup> for the reference project.

1. Landscape Ranch Services - \$69,126
2. Maldonado Nursery & Landscaping - \$77,637.52

The low bidder, Landscape Ranch Services, has worked as the City's municipal building landscape maintenance contractor for a number of years and they recently installed the new landscaping at City Hall.

The project involves landscaping two medians on the east and west sides of the 183A Toll Way on East Crystal Falls Boulevard. The design includes native plants, xeriscape techniques and drip irrigation for low maintenance. The original estimated cost was \$72,000 and that amount was budgeted for the project.

Please recall that a contract for this work was awarded earlier this year, but the contract was terminated due to performance issues with the contractor.

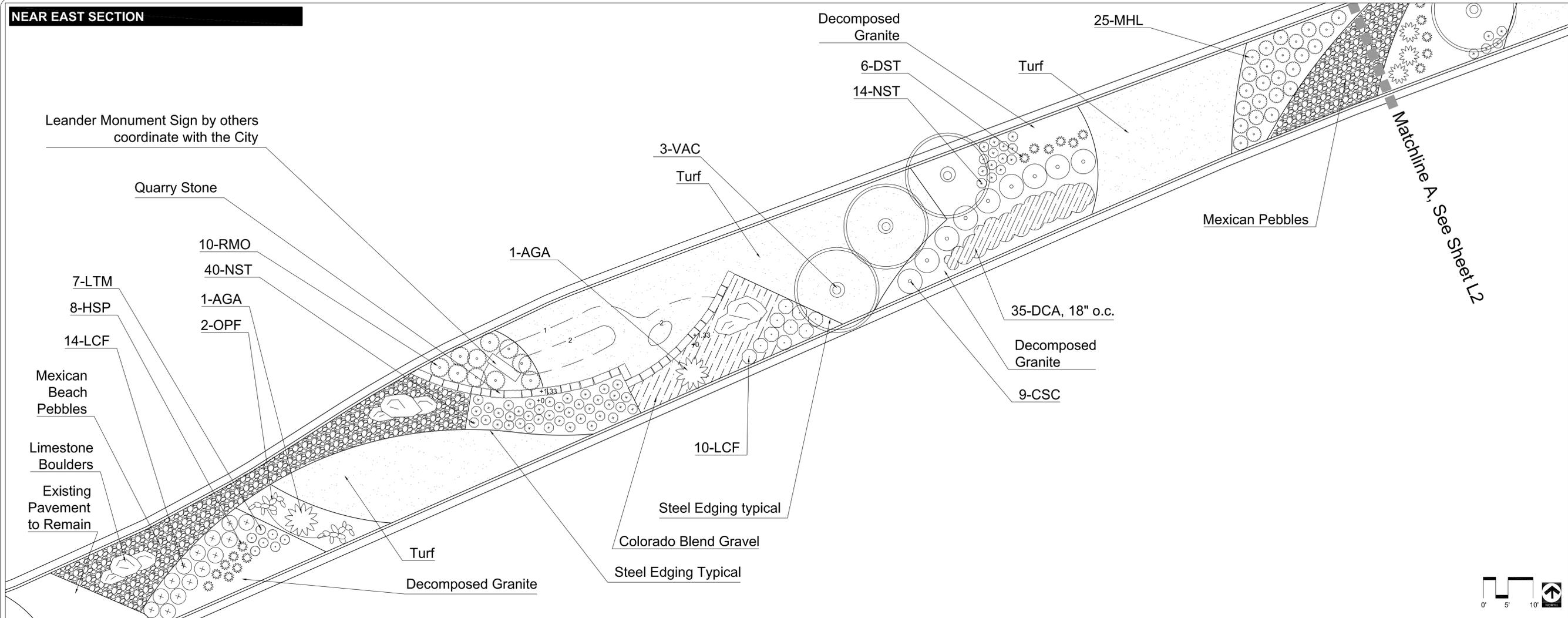
**Financial Consideration:** General Fund Parks (01-23-5600 / \$69,126) Prior year budget of \$64,700 lapsed into General Fund reserves and will need to be reappropriated in FY 2016.

**Recommendation:** Staff respectfully recommends that the Council award a contract the amount of \$69,126 to Landscape Ranch Services for the East Crystal Falls Boulevard Median Planting Project. Authorization for the City Manager to execute all project agreements is also recommended.

**Attachments:** Planting Plan Sheets (2)

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

**NEAR EAST SECTION**



**BAKER-AICKLEN & ASSOCIATES, INC.**  
 227 WEST LIBERTY AVENUE  
 ROUND ROCK, TEXAS 78681  
 (512) 255-2222  
 ENGINEERING: MRS. F. PAUL - SURVEY: MRS. F. PAUL - TITLE: F. 1997  
 DESIGNED: SASC  
 DRAWING: SASC  
 REVIEWED: TAB



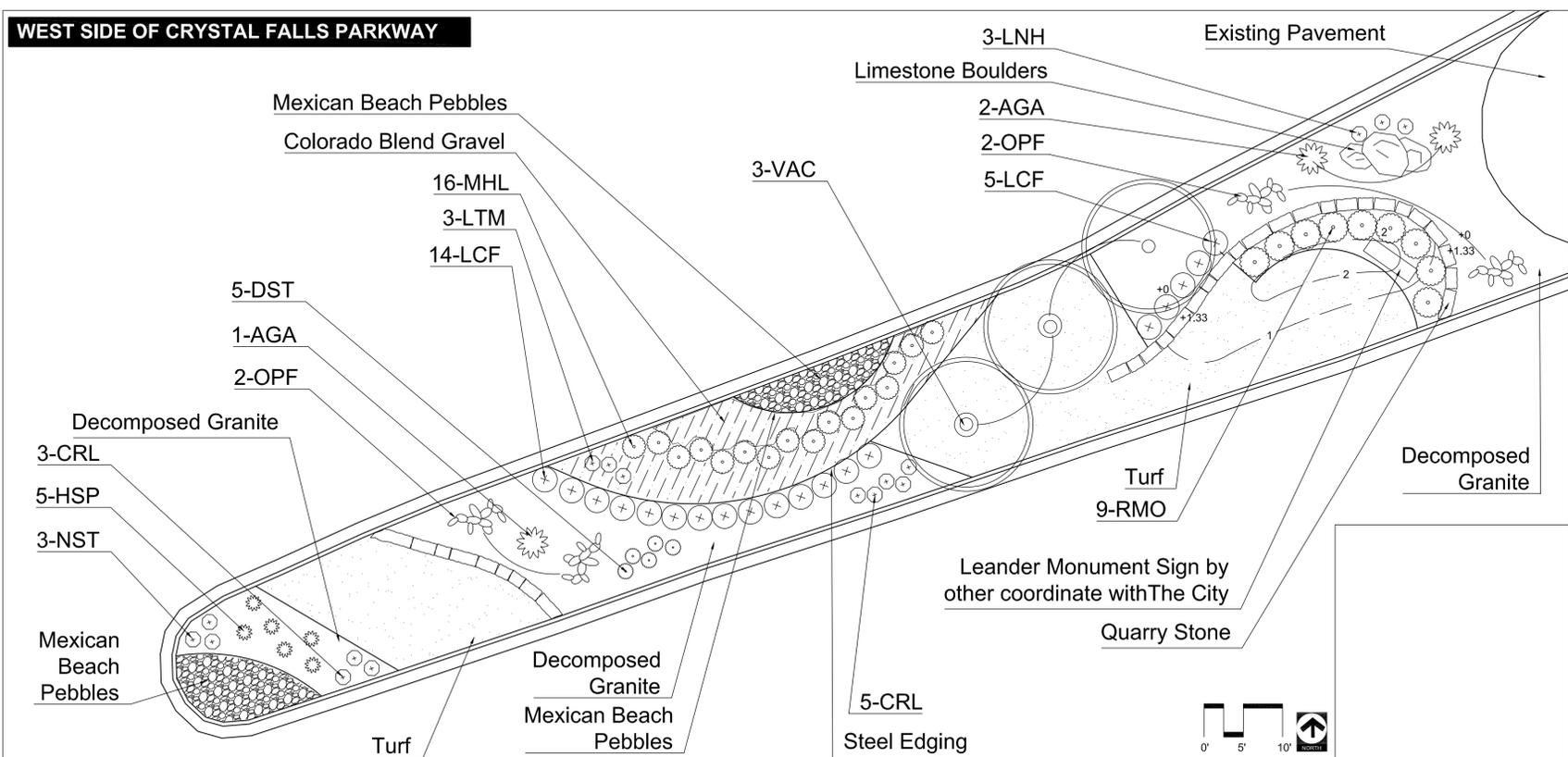
NO.	DATE	REVISIONS

**PLANT LIST**

Qty	Abbrev.	Scientific Name	Common Name	Installed Size
<b>Trees</b>				
9	VAC	<i>Vitex agnus-castus</i>	Chaste Tree	6' hgt. multi-stem
<b>Shrubs and Cacti</b>				
12	AGA	<i>Agave americana</i>	Century Plant Agave	3 gal.
16	CSC	<i>Cassia Corymbosa</i>	Flowering Senna	5 gal.
23	HSP	<i>Hesperaloe parvifolia</i>	Red Yucca	1 gal.
43	LCF	<i>Leucophyllum frutes</i>	Texas Sage	18" width
7	OPF	<i>Opuntia ficus-indica</i>	Thornless prickly pear	1 gal.
19	RMO	<i>Rosmarinus offic. var. prost.</i>	Creeping Rosemary	1 gal.
<b>Perennials and Grasses</b>				
14	CRL	<i>Coreopsis lanceolata</i>	Moonbeam Coreopsis	1 gal.
15	DST	<i>Dasyliroton texanum</i>	Texas sotol	1 gal.
133	DCA	<i>Dichondra argentea</i>	Silver Ponyfoot	1 gal.
11	LNH	<i>Lantana x hybrida</i>	New Gold Lantana	1 gal.
39	LTM	<i>Liatris mucronata</i>	Texas gayfeather	1/2 gal.
41	MHL	<i>Muhlenbergia lindeheimeri</i>	Big Muhly Grass	1 gal.
76	NST	<i>Nasella tenuissima</i>	Mexican Feathergrass	1/2 gal.
<b>Seed</b>				
630	Turf	s.y. <i>Buchloe dactyloides</i>	Density Buffalo Grass Sod	
<b>Site Work</b>				
160	I.f.	Quarry Stone 18" high x 18" wide by 2-5"		
8-11	ea	Boulders, approximately 2-3' wide and tall and 3-5' long		
13	cy	Mexican Beach Pebbles, Gray color variations, 2-3" size stone		
8	cy	Colorado Gravel, brown and terra cotta color variations, 1-1.5" size stone		
44	cy	Decomposed Granite, brown color, 1/4" minus		
685	I.f.	"Sure-loc" or approved equal Black steel edging, 3/16" thickness		

Submit samples of all stones to Landscape Architect for approval

**WEST SIDE OF CRYSTAL FALLS PARKWAY**



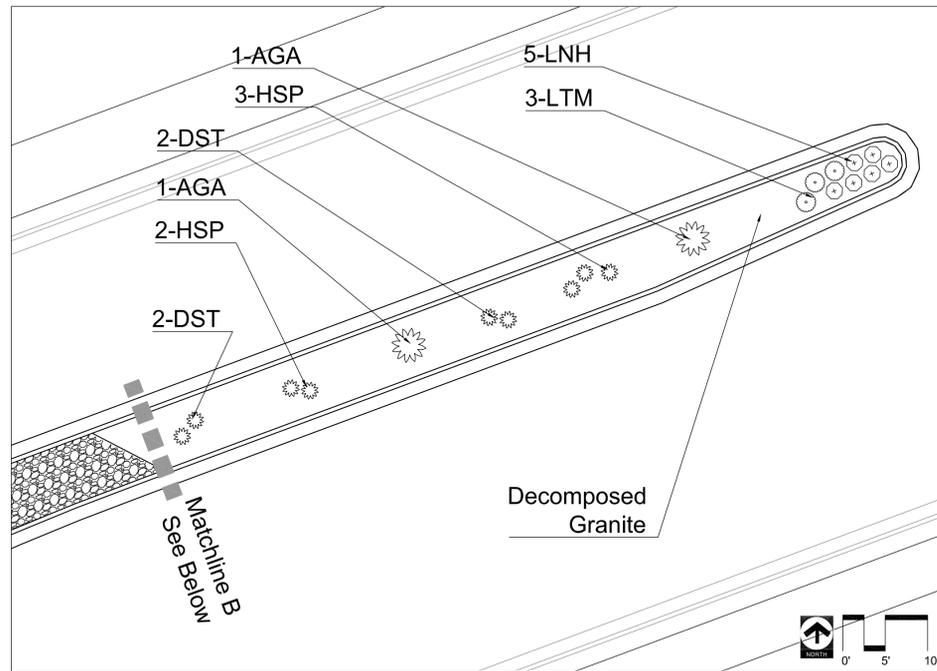
CLIENT: City of Leander  
 PROJECT: Crystal Falls Parkway Median Plantings

SHEET TITLE: Construction Drawings

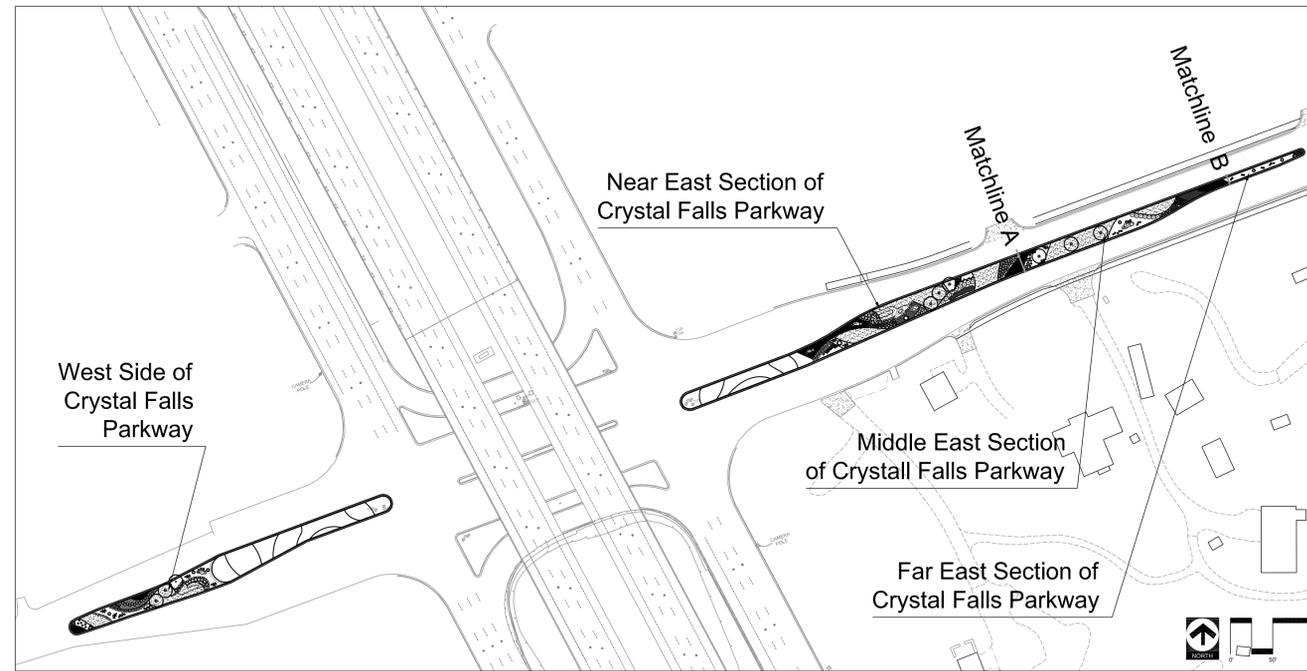
PROJECT No. 0674-2-014

SHEET No. L1 OF 4

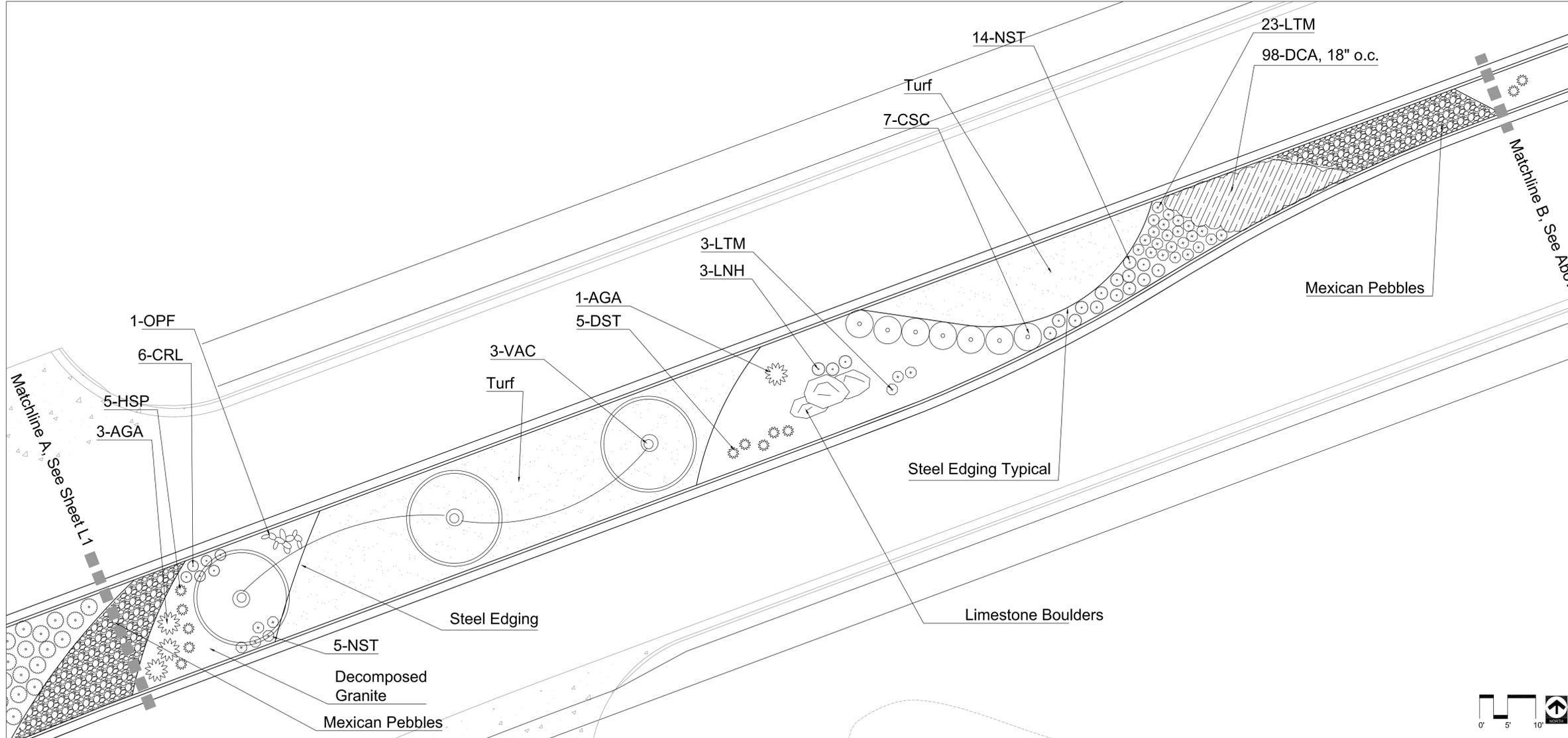
**FAR EAST SECTION**



**OVERALL SITE PLAN**



**MIDDLE EAST SECTION**



**BAKER-AICKLEN & ASSOCIATES, INC.**  
 227 WEST LIBERTY AVENUE  
 ROUND ROCK, TEXAS 78684  
 (512) 255-9999  
 ENGINEERING | SURVEYING | LANDSCAPE ARCHITECTURE

DESIGNED: SASC  
 DRAWN: SASC  
 REVIEWED: TAB



NO.	DATE	REVISIONS

CLIENT: City of Leander  
 PROJECT: Crystal Falls Parkway Median Plantings

**Planting Plan**

PROJECT No. 0674-2-014

SHEET No. L2 OF 4