AGENDA

CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ January 3, 2013 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette **Place 4 – Michell Cantwell (Mayor Pro Tem)**
Place 2 – Kirsten Lynch **Place 5 – Jason Dishongh**
Place 3 – Simon Garcia **Place 6 – David Siebold**
City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance

2. Roll Call

3. Staff Comments:

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

5. Presentation from the Leander Firefighters Association

6. Proclamation designating January 2013 as "Central Texas SPCA" month in the City of Leander
   This item sponsored by Mayor Pro Tem Cantwell

CONSENT AGENDA: ACTION

7. Approval of the minutes: Regular Meeting: December 20, 2012
   Work Session: December 20, 2012

PUBLIC HEARING: NO ACTION

8 First Public Hearing for voluntary annexation of a 0.781 acre parcel, more or less, located in Williamson County, Texas, generally located on the north side of CR 179 from the Intersection of Sam Bass Road/CR 175 west along CR 179, including the abutting streets, roadways and rights-of-way

9. First Public Hearing for voluntary annexation of a 105.9301 acre parcel, more or less, located in Williamson County, Texas, generally located to the east of the intersection of Sam Bass Road/CR 175 and CR 179, including the abutting streets, roadways, and rights-of-way

REGULAR AGENDA

10. Progress Report from the Ethics Commission on the Ordinance Review

11. First Reading of Ordinance on the unilateral annexation of an area consisting of 10.00 acres, more or less, located in Williamson County, Texas, generally located west of Bagdad Road, south of the Falcon Oaks subdivision, and north of the Leander Public Library, including the abutting streets, roads, and rights-of-way. (Area A)

12. First Reading of Ordinance on the unilateral annexation of an area consisting of 126.27 acres, more or less, located in Williamson County, Texas, generally located south of Hero Way, west of Ronald W Reagan Blvd, north of RM 2243, and east of County Road 269, including the abutting streets, roads, and rights-of-way. (Area B)

13. First Reading of Ordinance on the unilateral annexation of an area consisting of 257.75 acres, more or less, located in Williamson County, Texas, generally located south of RM 2243, west of the Ridgmar Landing subdivision, north of County Road 271, and east of 183A, including the abutting streets, roads, and rights-of-way. (Area C)

14. First Reading of Ordinance on the unilateral annexation of an area consisting of 213.40 acres, more or less, located in Williamson County, Texas, generally located west of Sections 2 and 3 of the Cold Springs subdivision, north of Blockhouse Creek, east of 183A, and south of E Crystal Falls Parkway, including the abutting streets, roads, and rights-of-way. (Area D)

15. First Reading of Ordinance on the unilateral annexation of an area consisting of 0.07 acres, more or less, located in Williamson County, Texas, generally located south of the Hazlewood subdivision, west of Ronald W Reagan Blvd, north of Blockhouse Creek, and approximately 1 mile east of 183A, including the abutting streets, roads, and rights-of-way. (Area E)

16. First Reading of Ordinance on the unilateral annexation of an area consisting of 22.38 acres, more or less, located in Williamson County, Texas, generally located west of Ronald W Reagan Blvd, 1-1/4 miles south of E Crystal Falls Pkwy, east of the Lakewood Country Estates Subdivision, and 4/10 of a mile north of County Road 180 (Area F)

17. First Reading of Ordinance on the unilateral annexation of an area consisting of 97.94 acres, more or less, located in Williamson County, Texas, and generally located south of the Valley View subdivision, east of Ronald W Reagan Blvd, north of County Road 179, and west of County Road 175, including the abutting streets, roads, and rights-of-way. (Area G)

18. First Reading of Ordinance on the unilateral annexation of an area consisting of 1.00 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, east of Ronald W Reagan Blvd, approximately 0.4 miles north of County Road 180, and west of County Road 175, including the abutting streets, roads, and rights-of-way. (Area H)

19. Consider Development Agreements under Section 43.035, Texas Local Government Code, between the City of Leander and each of the following property owners:

    a. Vivek Mahendru
    b. Vivek and Lisa K. Mahendru
    c. Devidass Mahendru
    d. Devidass and Swaran Mahendru
    e. Daniel Ramerez and Candelaria Maranda
    f. Edwin N. Hudson
    g. Michael N. Hudson
    h. Mary F. Burleson Roberts
    i. Mary F. Burleson Roberts on behalf of herself and the Estate of Robert Aaron Burleson Sr.
    j. Mary F. Burleson Roberts on behalf of the Estate of Robert Aaron Burleson Sr.
    k. Tamara Lynn Ramaker
    l. Cedar Park VFW #10427 Post
    m. Subramanian LTD

20. Consider a Resolution of the City Council supporting the creation of and membership in a coalition of LCRA firm water supply customers.

21. Consider acceptance of FEMA/Homeland Security Grant - SAFER Grant

22. Consider Cost Sharing Agreement for Signal Improvements

23. Consider Adoption of Official City Map

24. Council Members Closing Statements

25. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. **Please call the City Secretary at 512/ 528-2743 for information**. Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may call 512/ 528-2800. I certify that the above agenda for this Meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall, in Leander, Texas, on the 28th day of December, 2012 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 6

Executive Summary

January 3, 2013

Council Agenda Subject: Proclamation designation January 2013 as "Central Texas SPCA" month in the City of Leander

Background: At the September 6, 2012 city council meeting it was approved unanimously to support a charity every other month. This item is sponsored by Mayor Pro Tem Cantwell. The January 2013 charity is the Central Texas SPCA.

Origination: Mayor Pro Tem Cantwell

Financial Consideration: N/A

Recommendation: N/A

Attachments: Proclamation
Wish List of items needed

Prepared by: Debbie Haile, TRMC, City Secretary

PROCLAMATION

WHEREAS, on September 6, 2012, the Leander City Council voted unanimously to designate every other month to support a Local Charity benefiting the citizens of Leander; and

WHEREAS, the City Council encourages all residents of Leander to support Local Charities with donations of their goods, money and time; and

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

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

NOW, THEREFORE; the City of Leander does hereby proclaim January 2013 as:

"CENTRAL TEXAS SPCA" MONTH

WHEREAS, the Central Texas SPCA was established in 1988 to provide shelter, food, medical care and adoption services for homeless and abandoned dogs and cats; and

WHEREAS, the Central Texas SPCA is a non-euthanasia (no kill), limited intake shelter; and

WHEREAS, the Central Texas SPCA services are funded solely by private donations and adoption fees and receives no government funding; and

WHEREAS, the Central Texas SPCA is a happy way station on the path to Finding Forever Families

Signed this 3rd day of January, 2013.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC City Secretary

Central Texas SPCA
Silver Anniversary

909 S. Bagdad, Leander, Texas 78641 ▯ (512) 260-7722 ▯ www.centraltexasspca.org

WHAT IS THE CENTRAL TEXAS SPCA? We are a private nonprofit 501(c)(3), no-kill, limited intake animal shelter, established in 1988. We provide shelter, food, medical care, and adoption services for homeless and abandoned dogs and cats. These services are funded solely by private donations and adoption fees. We receive no government funding and are not contracted as animal control with any local municipality or county. We accept owner-released animals from a wait list, in addition to rescuing from other area and public animal shelters on a space available basis.

OUR WISH LIST. The following list is full of items we need and includes many items that we use every day when caring for the animals. We can provide a donation receipt if requested for donor's tax purposes.

HIGH USAGE/ GREATEST NEED ITEMS

Plain Clay Cat Litter

13-Gallon Trash Bags

Black Hefty Trash Bags

Paper Towels

Bleach and Laundry Detergent

Large Rubber Latex Gloves

Vet Care Gift Certificates *(see providers on our website under the Partners tab)*

Foster Homes (see ***How to Help, Foster Care Program*** *on our website)*

Cash Donations

OTHER ITEMS NEEDED

Toilet Paper
Postage Stamps
Doggie Pooper Scoopers
Hand Sanitizer
Liquid Hand Soap
Liquid Dish Soap
Copy Paper *(white, 8½ x 11)*
Mop Heads (yarn type)
Dog Collars *(new or used -especially medium size collars - no chain collars please)*
Dog Beds *(machine washable fabric)*
Dog Leashes *(6' - no retractable or chain leashes please)*
Milkbones dog treats
Hard Rubber Dog Toys and Stuffed Toys
Cat Toys, Mats and Soft Beds
Frontline or Advantage Flea Treatment *(cats and dogs)*
Bio Spot or Revolution *(cats and dogs)*
Cat/Kitten Collars *(new or used - break-a-way only please)*

WAYS TO HELP THE SHELTER. There are also various sponsorship programs available on an immediate and continuing need and are all tax-deductible donations. Please refer to the shelter's website under the ***How to Help, Sponsorship Programs*** tab or contact the shelter for more details. Sponsors may be change or end their participation at any time.

Best Friends Program. A person pledges a specific monthly contribution amount which helps pay general shelter expenses such as utilities, as well as food and medical care for the animals. Sponsors receive a periodic newsletter about shelter events.

Dog Pen Pal Program. Allows someone to sponsor one of our indoor pen kennels with a $20 per month donation. The sponsorship helps pay for food, medical care, collars and toys for the many different and deserving dogs that may occupy that particular kennel. A Pen Pal sponsor receives a periodic letter about the pen's current resident and a Certificate of Sponsorship. Sponsor

Cat Sponsorship Program. Allows a person to sponsor a cat for $20 per month. This amount helps the shelter pay for food, litter, medical care, collars and toys. Cat Sponsors receive a Certificate of Sponsorship with a photo and description of the sponsored cat and a periodic letter updating the sponsor on news and events.

Business Sponsorship Program. For an annual $250.00 donation to sponsor an outdoor dog kennel or an indoor cat habitat, this is a great way for a business to show its commitment to helping homeless animals in the community. A plaque is engraved with the company's (or individual's) name and is hung on the kennel for shelter visitors to see. Business Sponsors also are posted on our website and in our quarterly newsletter, unless specifically requested to remain anonymous and receive a framed certificate to display at the sponsor's business location.

Thank you for your support!

AGENDA ITEM # 7

MINUTES

CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ December 20, 2012 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette **Place 4 – Michell Cantwell (Mayor Pro Tem)**
Place 2 – Kirsten Lynch **Place 5 – Jason Dishongh**
Place 3 – Simon Garcia **Place 6 – David Siebold**
City Manager – Kent Cagle

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

2. Roll Call
   All present

3. Staff Comments:
   No comments

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.
   No comments

5. Update on the Greater Leander Chamber of Commerce from Tanya Clawson
   Tanya Clawson updated Council on the status of the Chamber of Commerce and their goals for 2013

6. Presentation on a Draft Strategic Plan for the Leander Public Library
   Priscilla Donovan, Head Librarian and Gary Anderson, Library Foundation President gave the presentation

CONSENT AGENDA: ACTION

7. Approval of the minutes: Regular Meeting: December 6, 2012

8. Second reading of an Ordinance on annexation of a 1.26 acre parcel, more or less, located in Williamson County, Texas, generally located to the southwest of the intersection of RM 2243 and Ronald W. Reagan Boulevard including the abutting streets, roadways, and rights-of-way

9. Second reading of an Ordinance on annexation of a 2.02 acre parcel, more or less, located in Williamson County, Texas, generally located to the southwest of the intersection of RM 2243 and Ronald W. Reagan Boulevard including the abutting streets, roadways, and rights-of-way

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

PUBLIC HEARING: ACTION

10. **a. Public Hearing** on Zoning Case # 12-Z-029: Consider a zoning change for 18.732 acres, more or less, for two parcels generally located at the southwest corner of the intersection of Bagdad Road and Vista Ridge Drive from MF-2-B, Multi-Family to SFL-2-B, Single Family Limited, Leander, Williamson County, Texas
Applicant: Geoff Guerrero on behalf of SDC West Brook Partners, LP
Jim Bechtol, Director of Development Services explained

No speakers

b. Action on Zoning Case #12-Z-029: amending Ordinance #05-018, the Composite Zoning Ordinance for two parcels generally located at the southwest corner of the intersection of Bagdad Road and Vista Ridge Drive, Leander, Williamson County, Texas

Motion made by Council Member Siebold to deny the request and to allow the applicant to re file an application at no charge and waive the 6 month waiting period to submit when the changes are made to the zoning ordinance concerning the 40 ft. lots. Second by Council Member Dishongh. Motion passes to deny the zoning request 5 to 2 with Mayor Pro Tem Cantwell and Council Member Lynch voting against

11. **a. Public Hearing** on Subdivision Case #12-CP-007: Consider a Concept Plan for Northside Meadow for 72.10 acres, more or less generally located at the northwest corner of Old 2243 W and US Hwy.183, approximately 600 feet west of N. US Hwy. 183 and 1,100 feet north of Old 2243 W, Leander, Williamson County, Texas.
Applicant: Jenn Dermanci P.E. with Doucet & Associates on behalf of HEB Grocery Company, LP
Jim Bechtol, Director of Development Services explained

No speakers

b. Action on Subdivision Case #12-CP-007: a Concept Plan for Northside Meadow, Leander, Williamson County, Texas

Motion made by Mayor Pro Tem Cantwell to disapprove the concept plan. Second by Council Member Siebold. Motion passes, all voting "aye"

REGULAR AGENDA

12. Consider Assignment of Development Agreement for Nameless Valley Ranch (Crystal Falls West) executed by Lookout Partners, L.P. and Key Deer Holdings, L.P., a Texas limited partnership collectively and Taylor Morrison of Texas, Inc.
Jim Bechtol, Director of Development Services explained

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

13. Consider Assignment of Facilities Agreements for Travis County MUD Districts # 19, 20 & 21, executed by Lookout Partners, L.P. and Key Deer Holdings, L.P., a Texas limited partnership collectively and Taylor Morrison of Texas, Inc.
Jim Bechtol, Director of Development Services explained

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

EXECUTIVE SESSION

14. Convene into Executive Session pursuant to Section 551.074, Tex. Gov't Code, to discuss and evaluate performance of City Manager pursuant to employment contract

Council convened into executive session at 8:00 p.m.
Council reconvened into open session at 9:14 p.m.

15. Reconvene into open session for discussion and possible action concerning performance of City Manager

Motion made by Mayor Pro Tem Cantwell to increase the City Manager annual base salary equal to the budgeted amount for department heads for the 2012-2013 fiscal year budget to be effective retroactive to October 1, 2012. Second by Council Member Navarrette. Motion passes, all voting "aye"

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

17. Adjournment
With there being no further business, the meeting adjourned at 9:16 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC City Secretary

MINUTES

LEANDER CITY COUNCIL
And
CHARTER REVIEW COMMISSION
JOINT WORKSESSION
CITY OF LEANDER, TEXAS

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

Thursday ~ December 20, 2012 at 6:00 p.m.

Mayor – Christopher Fielder

Place 1 – Andrea Navarrette
Place 2 – Kirsten Lynch
Place 3 – Simon Garcia
Place 4 – Michell Cantwell (Mayor Pro Tem)
Place 5 – Jason Dishongh
Place 6 – David Siebold

City Manager – Kent Cagle

Braden Frame - Chairman
Shanan Shepherd – Vice Chairman
Jason Anderson
Troy Hill
Tamara Nelson
Gil Debner
Randy Caldwell

1. Open Work session
   Mayor Fielder opened the work session at 6:00 p.m.

2. Roll Call
   All Council Members present
   Charter Review Commission – Tamara Nelson and Troy Hill absent. All others present

3. Presentation of Final Report of the 2012 Leander Charter Review Commission: Braden Frame, Chairman
   Braden Frame, Chairman of Charter Review Commission presented the Final Report

4. Discussion on suggested amendments
   Council Members asked questions and thanked the Commission for their hard work.

5. Adjournment
   The work session adjourned at 6:50 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC City Secretary

Executive Summary

January 3, 2013

Council Agenda Subject: First public hearing on annexation for annexation of a 0.781 acre acre parcel, more or less, located in Williamson County, Texas, generally located to the east of the intersection of Sam Bass Road/CR 175 and CR 179 including the abutting streets, roadways, and rights-of-way.

Background: : The Resolution setting the two public hearings for January 3, 2013 and January 17, 2013 was approved by City Council on November 29, 2012. The first reading of the Ordinance is scheduled for February 7, 2013 and the second reading of the Ordinance scheduled for February 21, 2013. This is a voluntary annexation whereas the property owner is requesting the property to be annexed into the city limits.

Origination: Development Services Department

Attachments: Resolution

Petition for Annexation

Exhibit "A" – Property Descriptions

Exhibit "B" – Municipal Services Plan

Schedule for Voluntary Annexation

Prepared by: Jim Bechtol, Director of Development Services

RESOLUTION NO. 12-029-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 0.781, MORE OR LESS, ACRE PARCEL, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY, 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 following property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit "B", submitted by Petitioner, are hereby accepted:

> All that certain tract or parcel of land, located in Williamson County, Texas, being 0.781 acre, more or less, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of January 3, 2013 and January 17, 2013. 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 29th day of November, 2012.

ATTEST:

Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

CITY OF LEANDER
ESTABLISHED 1887
INCORPORATED 1978
STATE OF TEXAS

ANNEXATION PETITION

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 a certain tract of property located within Williamson County, Texas, such property 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 Request and Petition:

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, located in Williamson County, Texas, being 0.781 acre, more or less, and more particularly described in 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 30 day of Oct, 2012, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioners

Peggy Borho Simpson

Peggy Borho Simpson

STATE OF TEXAS §
§
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Peggy Borho Simpson, Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he 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 30 day of Oct 2012.

(SEAL)

MASON RYAN GIDDENS
Notary Public, State of Texas
My Commission Expires
September 20, 2016

Mason Ryan Giddens

Notary Public-State of Texas

EXHIBIT "A"

Property Description

FIELD NOTES

FOR A

20' ANNEXATION STRIP

A 0.781 acre, or 34,008 square feet more or less, tract of land, being out of a called 59.319 acre tract described in conveyance to Peggy Simpson in Partition Deed recorded in Volume 2542, Pages 838-843 of the Official Records of Williamson County, Texas, out of the Anastasha Carr Survey, Abstract 122, Williamson County, Texas. Said 0.781 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the Central Zone:

BEGINNING: At a found ½" iron rod with a cap marked "Haynie", at the southwest end of the cutback for the north right-of-way line of Williamson County Road 179, a variable width right-of-way and west right-of-way line of County Road 175, a variable width right-of-way, a southeast corner of said called 59.319 acre tract;

THENCE: Along and with the north right-of-way line of said Williamson County Road 179, the south line of said called 59.319 acre tract, the following calls and distances:

Southwesterly, along a non-tangent curve to the right, said curve having a radial bearing of N 23°50'58" W, a radius of 5679.58 feet, a central angle of 03°02'43", a chord bearing and distance of S 67°40'23" W, 301.82 feet, for an arc length of 301.86 feet to a found ½" iron rod with a cap marked "Haynie", a calculated point of tangency;

S 69°11'44" W, a distance of 532.14 feet to a calculated point of curvature;

Southwesterly, along a tangent curve to the left, said curve having a radius of 5779.58 feet, a central angle of 06°12'33", a chord bearing and distance of S 66°05'28" W, 626.02 feet, for an arc length of 626.33 feet to a calculated point of tangency;

S 62°59'12" W, a distance of 69.21 feet to a calculated point of curvature;

Southwesterly, along a tangent curve to the right, said curve having a radius of 5679.58 feet, a central angle of 01°41'25", a chord bearing and distance of S 63°49'54" W, 167.55 feet, for an arc length of 167.55 feet to a calculated point of non-tangency, at a southeast corner of a called 34.824 acre tract recorded in Volume 2542, Pages 838-843 of the Official Records of Williamson County, Texas, the southwest corner of said called 59.319 acre tract;

THENCE: N 20°16'42" W, departing the north right-of-way line of said Williamson County Road 179, along and with an east line of said called 34.824 acre tract, the west line of said called 59.319 acre tract, a distance of 20.08 feet to a calculated point of non-tangent curvature;

THENCE: Departing an east line of said called 34.824 acre tract, over and across said called 59.319 acre tract, the following calls and distances:

Northeasterly, along a non-tangent curve to the left, said curve having a radial bearing of N 25°20'28" W, a radius of 5659.58 feet, a central angle of 01°40'23", a chord bearing and distance of N 63°49'21" E, 165.26 feet, for an arc length of 165.26 feet to a calculated point of tangency;

N 62°59'12" E, a distance of 69.14 feet to a calculated point of curvature;

Northeasterly, along a tangent curve to the right, said curve having a radius of 5799.58 feet, a central angle of 06°12'33", a chord bearing and distance of N 66°05'28" E, 628.19 feet, for an arc length of 628.49 feet to a calculated point of tangency;

N 69°11'44" E, a distance of 532.14 feet to a calculated point of curvature;

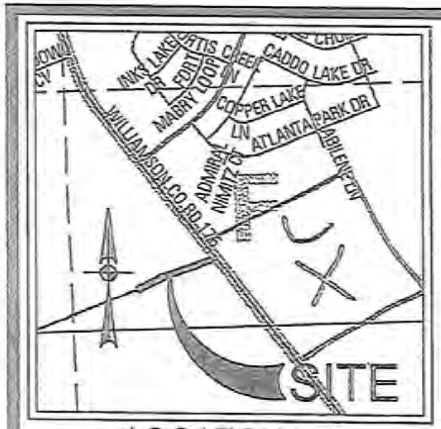
Northeasterly, along a tangent curve to the left, said curve having a radius of 5659.58 feet, a central angle of 03°04'26", a chord bearing and distance of N 67°39'31" E, 303.60 feet, for an arc length of 303.63 feet to a calculated point on a barbed wire fence;

THENCE: S 39°18'14" E, along with said barbed wire fence, a distance of 12.36 feet to a found ½" iron rod with a cap marked "Haynie", on the aforementioned cutback;

THENCE: S 13°19'32" W, along and with said cutback, a distance of 10.15 feet to the POINT OF BEGINNING, and containing 0.781 of an acre in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 50751-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 9, 2012
JOB No.: 50751-00
DOC.ID.: N:\AUSTIN\50751-00\ESMT\FIELD NOTES\SIMPSON ANNEX.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

STATE OF TEXAS
REGISTERED
G.E. BUCHANAN
4999
PROFESSIONAL
LAND SURVEYOR



LOCATION MAP

MAPSCO MAP GRID: 344 F
NOT-TO-SCALE

LEGEND:

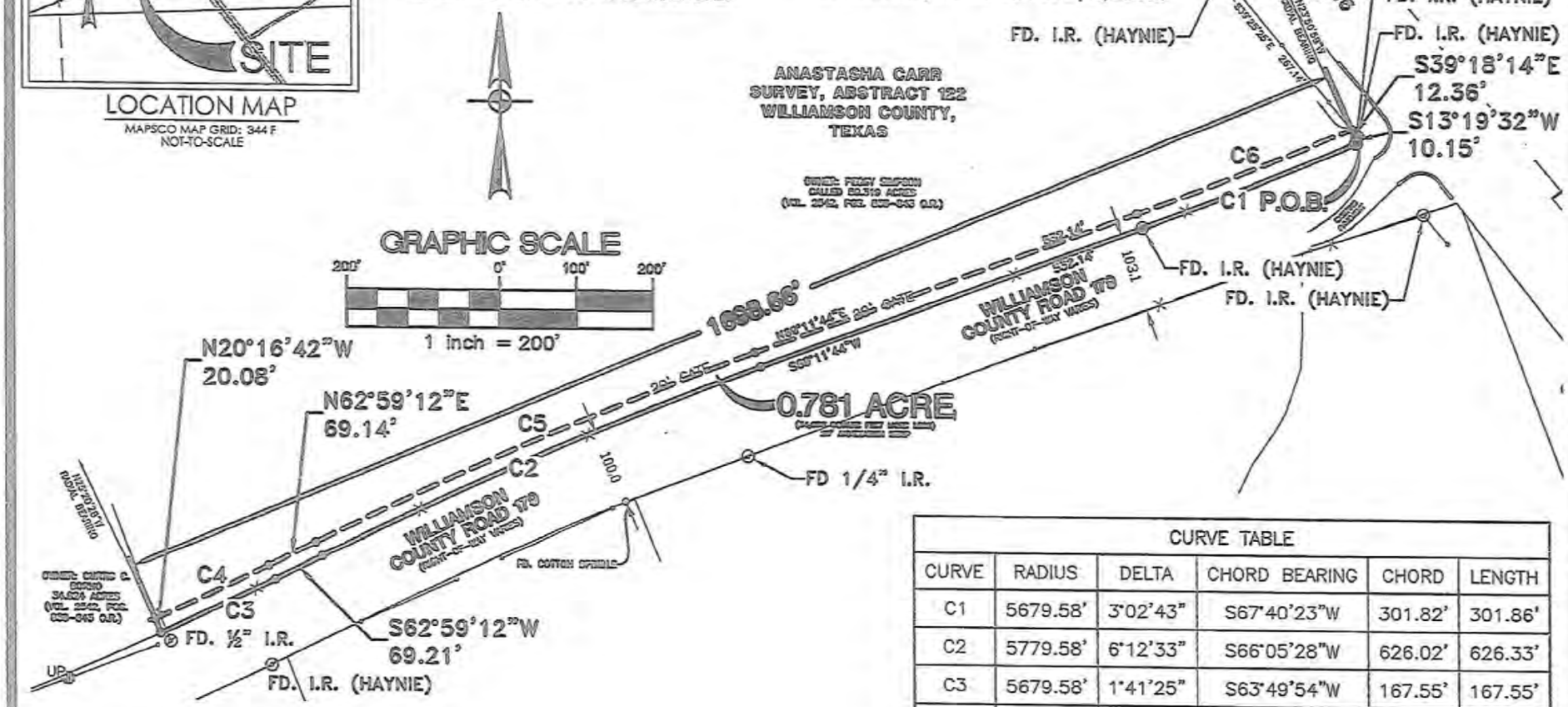
DR DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
OR OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
PR PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

EXHIBIT
OF A
CONTIGUITY TRACT

A 0.781 ACRE, OR 34,008 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 59.319 ACRE TRACT DESCRIBED IN CONVEYANCE TO PEGGY SIMPSON IN PARTITION DEED RECORDED IN VOLUME 2542, PAGES 838-843 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE ANASTASHA CARR SURVEY, ABSTRACT 122, WILLIAMSON COUNTY, TEXAS.



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	5679.58'	3°02'43"	S67°40'23"W	301.82'	301.86'
C2	5779.58'	6°12'33"	S66°05'28"W	626.02'	626.33'
C3	5679.58'	1°41'25"	S63°49'54"W	167.55'	167.55'
C4	5659.58'	1°40'23"	N63°49'21"E	165.26'	165.26'
C5	5799.58'	6°12'33"	N66°05'28"E	628.19'	628.49'
C6	5659.58'	3°04'26"	N67°39'31"E	303.60'	303.63'

PAPE-DAWSON ENGINEERS

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OCTOBER 23, 2012

SHEET 1 OF 1

JOB No.: 50751-00

Date: Oct 23, 2012, 3:49pm User ID: WPrimeau
File: N:\AUSTIN\50751-00\ESMT\CONTIGUITY TRACT.dwg

EXHIBIT "B"

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

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

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

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

A. Police protection as follows:

Routine patrols of 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 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 property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the property at future times in response to requests submitted by the landowners or authorized city staff.

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

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

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

(ii) The property owner shall construct the internal water lines and pay the costs of line extension and/or construct the facilities necessary to extend water service the property boundary as required in City ordinances and state law. Upon acceptance of the water lines within the subject property, 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. Requests for 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.

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

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

(ii) The property owner shall construct the internal sewer water lines and pay the costs of line extension and/or construct the facilities necessary to extend wastewater service the property boundary as required in City ordinances and state law. Upon acceptance of the sewer lines within the subject property, sewer 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 policies. Requests for new sewer 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 additional service is submitted shall govern the costs and request for service.

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

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

(ii) Routine maintenance as presently performed by the City;

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

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

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: 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 exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

SCHEDULE FOR VOLUNTARY ANNEXATION - SIMPSON

DATE	ACTION/EVENT	LEGAL AUTHORITY
November 29, 2012	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings: **January 3, 2013 and January 17, 2013**; 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.
By Dec. 3, 2012	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
Dec. 19, 2012* Publish notice of First Public Hearing **January 2, 2013*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable Notice to Railroad) **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (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)
January 3, 2013*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
January 17, 2013*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	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 **February 7, 2013***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	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.
February 21, 2013 Or at a special called meeting after the First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
March 15, 2013 Or as soon as documents are received from City	FILE FOR VOTING RIGHTS ACT **PRECLEARANCE**	42 U.S.C. §1973c; Loc. Gov't Code, §43.906;
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Upon receipt of DOJ Preclearance or 60 days after DOJ's receives submission	**IMPLEMENT ANNEXATION** for voting purposes (Upon preclearance from Justice Dept.) **Send certified copy of ordinance and maps** to State Comptroller and any franchise holders	42 U.S.C. §1973c.
After DOJ Preclearance	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads	

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

***Newspaper notices to paper by 10 a.m. the preceding Friday**

Executive Summary

January 3, 2013

Council Agenda Subject: First public hearing on annexation for annexation of a 105.9301 acre parcel, more or less, located in Williamson County, Texas, generally located to the east of the intersection of Sam Bass Road/CR 175 and CR 179 including the abutting streets, roadways, and rights-of-way and setting a annexation schedule.

Background: The Resolution setting the two public hearings for January 3, 2013 and January 17, 2013 was approved by City Council on November 29, 2012. The first reading of the Ordinance is scheduled for February 7, 2013 and the second reading of the Ordinance scheduled for February 21, 2013. This is a voluntary annexation whereas the property owner is requesting the property to be annexed into the city limits.

Origination: Development Services Department

Attachments: Resolution

Petition for Annexation

Exhibit "A" – Property Descriptions

Exhibit "B" – Municipal Services Plan

Schedule for Voluntary Annexation

Prepared by: Jim Bechtol, Director of Development Services

RESOLUTION NO. 12-030-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 105.9301, MORE OR LESS, ACRE PARCEL, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY, 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 following property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit "B", submitted by Petitioner, are hereby accepted:

> All that certain tract or parcel of land, located in Williamson County, Texas, being 105.9301 acre, more or less, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of January 3, 2013 and January 17, 2013. 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 29th day of November, 2012.

ATTEST:

Debbie Haile

Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

CITY OF LEANDER
ESTABLISHED 1882 INCORPORATED 1978
STATE OF TEXAS

ANNEXATION PETITION

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 a certain tract of property located within Williamson County, Texas, such property 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 Request and Petition:

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, located in Williamson County, Texas, being 105.9301 acres, more or less, and more particularly described in 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 30 day of Oct 2012, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioners

Curtis Borho

Curtis Borho

Julie F. Borho

Julie Borho

STATE OF TEXAS §
§
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Curtis Borho and Julie Borho, Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he 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 30 day of Oct 2012.

(SEAL)

MASON RYAN GIDDENS
Notary Public, State of Texas
My Commission Expires
September 20, 2016

Mason Ryan Giddens

Notary Public-State of Texas

STATE OF TEXAS §
§
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Peggy Simpson, Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she had authority to bind the

entity and that she 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 30 day of Oct 2012.

(SEAL)

MASON RYAN GIDDENS
Notary Public, State of Texas
My Commission Expires
September 20, 2016

Mason Ryan Giddens
Notary Public-State of Texas

I hereby consent to annexation of the subject property.

Meritage Homes of Texas, LLC, a Texas limited liability company

By:_____
Name: Charlie Coleman
Title: _____

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 Charlie Coleman, _____ (title) of Meritage Homes of Texas, LLC, a Texas limited liability company, Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he 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 _____ 2012.

(SEAL)

_____
Notary Public-State of Texas

entity and that she 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 _____ 2012.

(SEAL)

_____
Notary Public-State of Texas

I hereby consent to annexation of the subject property.

Meritage Homes of Texas, LLC, a Texas limited liability company

By: Charlie Coleman
Name: Charlie Coleman
Title: Division President

STATE OF TEXAS §
§
COUNTY OF Travis §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Charlie Coleman, Division President (title) of Meritage Homes of Texas, LLC, a Texas limited liability company, Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he 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 30 day of October 2012.

(SEAL)

Nga Tu Nguyen
Notary Public,
State of Texas
Comm. Exp. 08-12-15

Nga Tu Nguyen
Notary Public-State of Texas

EXHIBIT "A"

Property Description

FIELD NOTES

FOR

A 105.998 acre, or 4,617,263 square feet more or less, tract of land, being out of a called 107.462 acre tract described in conveyance to Curtis C. Borho in Partition Deed recorded in Volume 2542, Pages 838-843 of the Official Records of Williamson County, Texas, out of the Anastasha Carr Survey, Abstract 122, Williamson County, Texas. Said 105.998 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the Central Zone:

BEGINNING: At a found ½" iron rod with a cap marked "Haynie", on the east right-of-way line of Williamson County Road 175, a variable width right-of-way, the northwest corner of a 28.280 acre tract, recorded in Volume 2542, Pages 838-843 of the Official Records of Williamson County, Texas, the southwest corner of said 107.462 acre tract;

THENCE: Along and with the east right-of-way line of said Williamson County Road 175, the west line of said 107.462 acre tract, the following calls and distances:

N 34°37'32" W, a distance of 549.88 feet to a found ½" iron rod with a cap marked "Haynie";

S 50°02'23" W, a distance of 5.38 feet to a found ½" iron rod with a cap marked "Haynie";

N 37°09'17" W, a distance of 404.06 feet to a found ½" iron rod with a cap marked "Haynie";

N 18°27'47" W, a distance of 15.43 feet to a found ½" iron rod with a cap marked "Haynie";

N 37°06'10" W, a distance of 50.29 feet to a found ½" iron rod with a cap marked "Haynie";

N 55°41'02" W, a distance of 15.84 feet to a found ½" iron rod with a cap marked "Haynie";

N 37°26'24" W, a distance of 96.44 feet to a found ½" iron rod with a cap marked "Haynie";

N 38°17'56" W, a distance of 233.25 feet to a found ½" iron rod with a cap marked "Haynie";

N 39°25'12" W, a distance of 877.50 feet to a cut "X" in a concrete drain, the southwest corner of Lot 1A, Block A, a Drainage and Landscape Easement, dedicated in the Parkside at Mayfield Ranch Section 1 Subdivision recorded in Cabinet DD, Slides 325-326 of the Plat Records of Williamson County, Texas, the northwest corner of said called 107.462 acre tract;

THENCE: N 68°50'55" E, departing the east right-of-way line of said Williamson County Road 175, along and with the south line of said Parkside at Mayfield Ranch Section 1 Subdivision, the north line of said called 107.462 acre tract, a distance of 595.33 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", the southwest corner of Lot 11, Block A of the Parkside at Mayfield Ranch Section 2 Subdivision recorded in Cabinet EE, Slides 4-5 of the Plat Records of Williamson County, Texas, the southeast corner of Lot 9 of said Block A;

THENCE: Along and with the south line of said Parkside at Mayfield Ranch Section 2 Subdivision, the north line of said called 107.462 acre tract, the following calls and distances:

N 68°50'55" E, a distance of 147.63 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 68°28'37" E, a distance of 938.38 feet to a found ½" iron rod;

N 68°40'19" E, at a distance of 440.2 feet passing a found ½ iron rod with a cap marked RJ-Surveying, at the southeast corner of Lot 11, Block B of said Parkside at Mayfield Ranch Section 2 Subdivision, along and with the south line of a 229.556 acre tract recorded in Document No. 2007002997 of the Official Public Records of Williamson County, Texas, the north line of said called 107.462 acre tract, for a total distance of 820.29 feet to a found ½" iron rod, the northwest corner of a 54.10 acre tract recorded in Volume 2542, Pages 834-837 of the Official Records of Williamson County, Texas, the northeast corner of said called 107.462 acre tract;

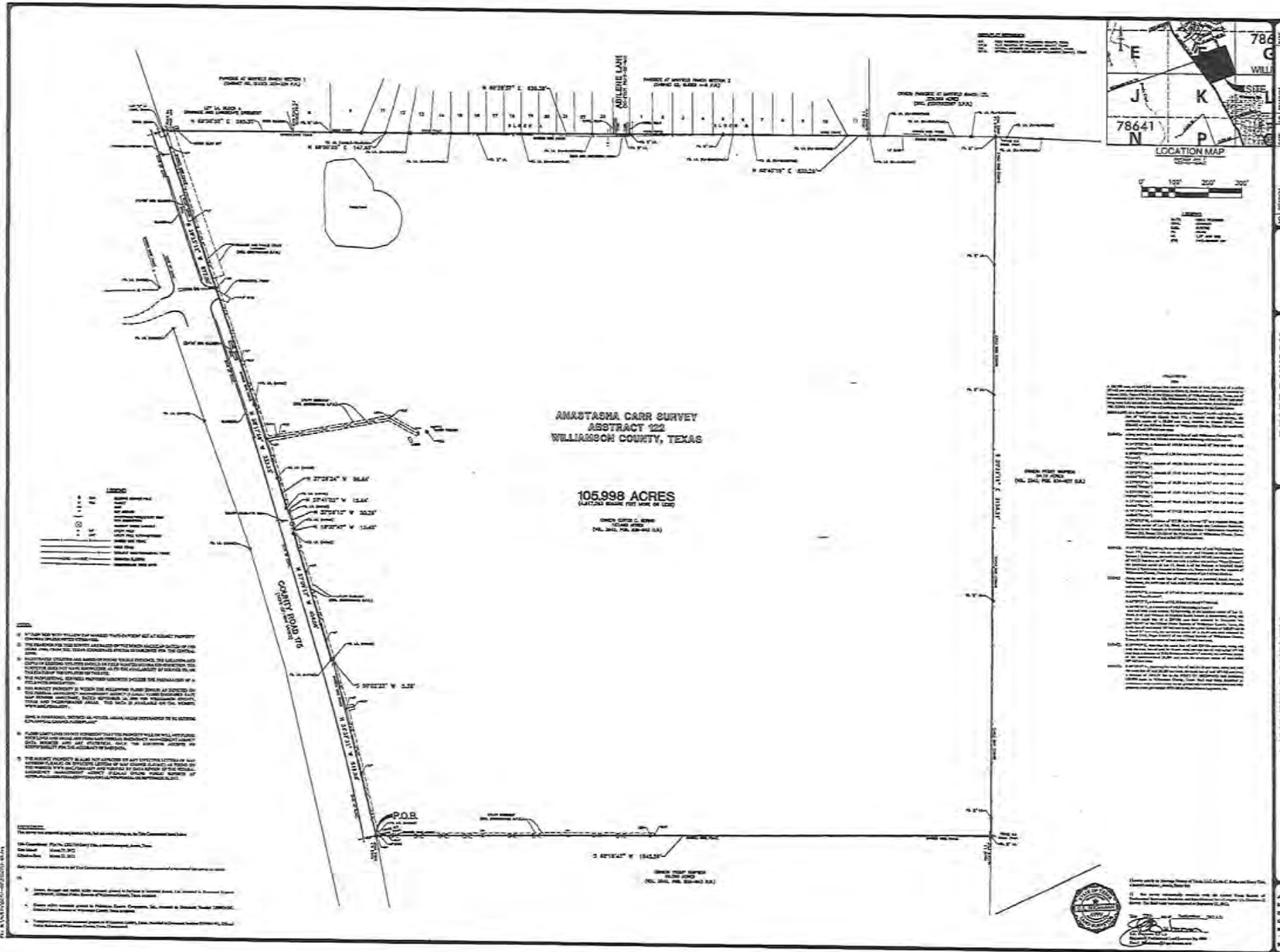
THENCE: S 20°39'19" E, departing the south line of said 229.556 acre tract, along and with the west line of said 54.10 acre tract, the east line of said called 107.462 acre tract, a distance of 2138.36 feet to a found ½" iron rod, the northeast corner of the aforementioned 28.280 acre tract, the southeast corner of said called 107.462 acre tract;

THENCE: S 68°18'43" W, departing the west line of said 54.10 acre tract, along and with the north line of said 28.280 acre tract, the south line of said 107.462 acre tract, a distance of 1845.59 feet to the POINT OF BEGINNING and containing 105.998 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 50751-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: September 20, 2012
JOB No.: 50751-00
DOC.ID.: N:\AUSTIN\50751-00\WORD\50751-00FN.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

STATE OF TEXAS
REGISTERED
G.E. BUCHANAN
4999
PROFESSIONAL
LAND SURVEYOR

PAPE-DAWSON ENGINEERS



PROJECT NAME: BORHO TRACT

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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

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

WHEREAS, it is found that all 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 City agrees to provide the following services for the subject property on the effective date of annexation:

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

A. Police protection as follows:

Routine patrols of 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 subject property, and, until the zoning of the subject property is established by ordinance after annexation, the subject property shall be entitled to be developed with the land uses as more specifically provided in the Development Agreement. It is the City's intent to zone the subject property at the Owner's request in a manner that is not inconsistent with such uses, as provided in the Development Agreement. The Planning & Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

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

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

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

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

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

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

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

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

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

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

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the 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, subject to and except as provided within the terms, conditions and requirements of the Development Agreement, as follows:

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

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

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

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

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

(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, the Owner will be responsible for the development costs as provided in the Development Agreement, this Municipal Services Plan, and the applicable ordinances, rules, and policies of the City. Capital Improvements shall be designed, constructed and installed by the Owner as provided in the Development Agreement and this Municipal Services Plan.

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

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

SCHEDULE FOR VOLUNTARY ANNEXATION – BORHO

DATE	ACTION/EVENT	LEGAL AUTHORITY
November 29, 2012	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings: **January 3, 2013 and January 17, 2013**; 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.
By Dec. 3, 2012	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
Dec. 19, 2012* Publish notice of First Public Hearing **January 2, 2013*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable Notice to Railroad) **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (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)
January 3, 2013*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
January 17, 2013*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	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 **February 7, 2013***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	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.
February 21, 2013 Or at a special called meeting after the First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
March 15, 2013 Or as soon as documents are received from City	FILE FOR VOTING RIGHTS ACT **PRECLEARANCE**	42 U.S.C. §1973c; Loc. Gov't Code, §43.906;
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Upon receipt of DOJ Preclearance or 60 days after DOJ's receives submission	**IMPLEMENT ANNEXATION** for voting purposes (Upon preclearance from Justice Dept.) **Send certified copy of ordinance and maps** to State Comptroller and any franchise holders	42 U.S.C. §1973c.
After DOJ Preclearance	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**
***Newspaper notices to paper by 10 a.m. the preceding Friday**

AGENDA ITEM # 10

Executive Summary

January 3, 2013

Council Agenda Subject: Progress Report from the Ethics Commission on the Ordinance Review

Background: At the November 1, 2012 City Council Meeting the Council voted unanimously to direct the Ethics Commission to begin work on the Ordinance revision. The Ethics Commission met on December 5, 2012. At the meeting they set future meetings for December 19, 2012, January 9, 2013 and January 23, 2013. The December 19th meeting was cancelled due to a lack of a quorum. Chairman Curtis Corley will update the Council on the progress of the Ordinance review.

Origination: City Council

Financial Consideration: N/A

Recommendation: N/A

Attachments: Letter from Chairman Corley

Prepared by: Debbie Haile, TRMC, City Secretary

Leander, Texas
December 17, 2012

Leander City Council
Municipal Hall
Leander, Texas

Re: Report of progress on review of the Ethics Ordinance No. 01-009-00

Dear Council Members;

As requested by the City Council, the Ethics Commission scheduled meetings for the purpose of reviewing the ordinance as directed in Article 9.7. The first meeting was held December 5 and discussion began with only five members in attendance.

There were discussions on the manner in which Commission members were appointed, about how the entire ordinance could be condensed for better understanding, about some Articles that did not agree with the Charter, that some articles in the ordinance were in conflict and discussion about Article 11, "Baseless Complaints" and false complaints.

A meeting was scheduled for December 19 in which we planned to start at the beginning of the ordinance and closely examine each Article. That meeting was cancelled for the lack of a quorum. That seemed to be the logical approach, since the ordinance has not been reviewed in about twelve years.

With that in mind, the Chairman respectfully requests a sixty day extension for the review. Thank you for your consideration.

Very truly yours,

Curtis Corley

Curtis Corley, Chairman
Ethics Commission

Executive Summary

January 3, 2013

Council Agenda Subject: First reading of an Ordinance of the city of Leander, Texas, annexing 10 acres of land, more or less, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters. (Area A)

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by City Council on October 18, 2012.This is the first of two readings of the Ordinance with the second and final reading of the Ordinance scheduled for January 17, 2013. This is an involuntary annexation whereas the city initiated the process of annexing this property into the city limits.

Origination: Development Services Department

Attachments: Ordinance

Resolution

Petition for Annexation

Exhibit "A" – Property Description

Exhibit "B" – Municipal Services Plan

Prepared by: Jim Bechtol, Director of Development Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 10 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS AND INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. (AREA A)

WHEREAS, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the subject property is adjacent to the corporate limits of the City and the boundaries of the city limits are contiguous to the subject property on at least two sides, as shown in the map attached hereto as Exhibit "A";

WHEREAS, in compliance with *§43.035, Tex. Local Gov't Code,* the City extended a written offer to enter a development agreement with applicable landowner(s), which the landowner(s) was required to accept no less than thirty (30) days of the offer or the offer would be deemed declined;

WHEREAS, the landowner(s) did not accept the City's offer within at least thirty (30) days of the offer;

WHEREAS, the City Council heard arguments with respect to such annexation and has decided to annex the area;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, 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 in a newspaper of general circulation in the City and the territory proposed to be annexed 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 subject 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. The City Council further finds that the landowner(s) comprising the subject property declined to enter a development agreement with the City under *§43.035, Tex. Local Gov't Code.*

SECTION 2. That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> All of a certain tract or parcel of land being 10 acres, more or less, located in Williamson County, Texas out of the AW0292 Moses Hornsby Survey and AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2007105665 filed in the Official Public Records of Williamson County, Texas, and being more particularly shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3. In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

SECTION 4. 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 5. That the future owners and inhabitants of the subject 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 6. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the subject property as part of the City of Leander.

SECTION 7. That the subject 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 8. 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 9. 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 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this ____ day of _____, 2013.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2013.

ATTEST:

THE CITY OF LEANDER, TEXAS

_____
Debbie Haile, City Secretary

_____
Christopher Fielder, Mayor

Exhibit "A"

Property Description: Map

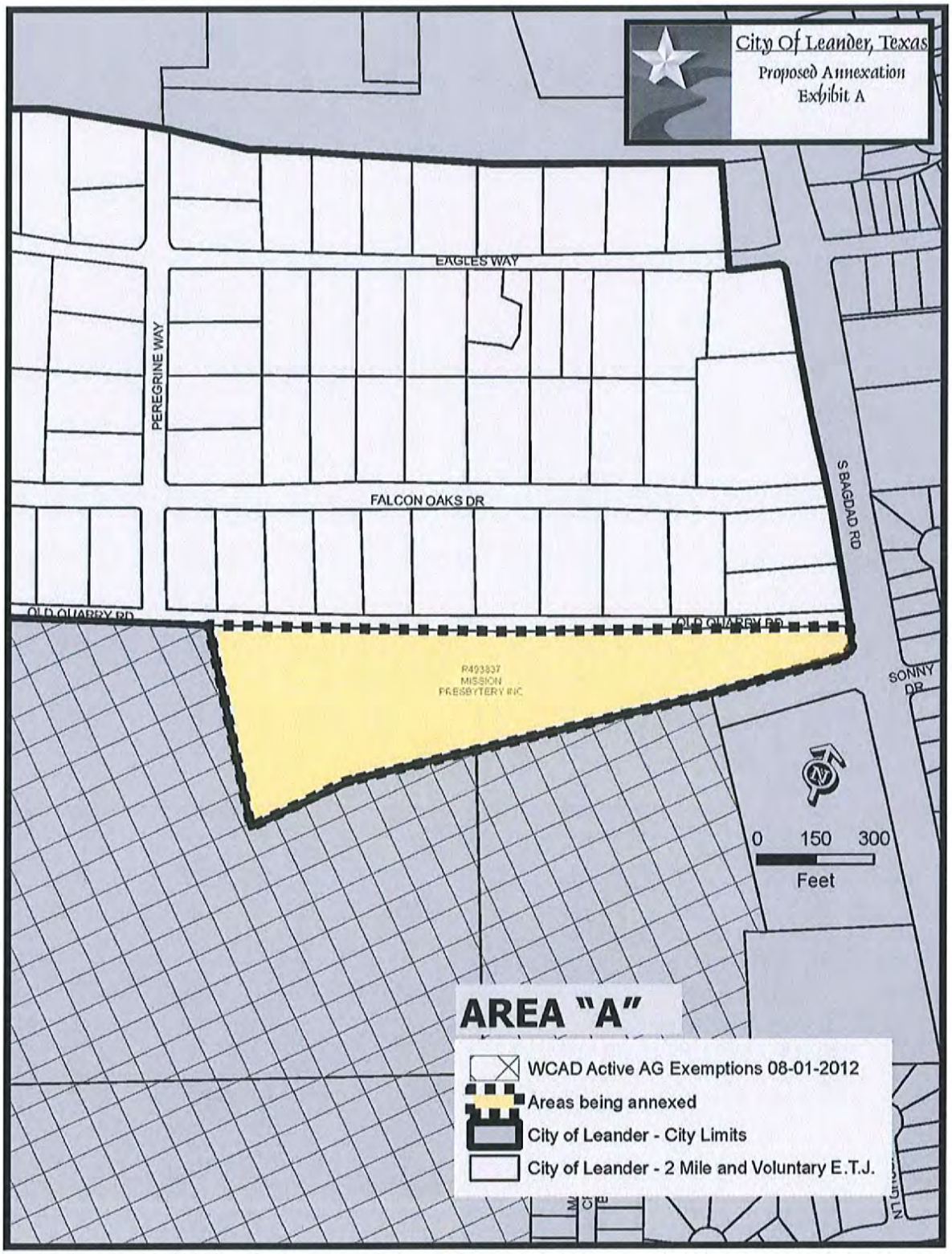


EXHIBIT "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't. Code. 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 preexisting 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 property's owner requests and is able to connect to a water service provider.

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't Code. 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 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 preexisting 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's owner requests and is able to connect to wastewater service.

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

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

(ii) Routine maintenance as presently performed by the City;

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

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

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

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

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

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

Executive Summary

January 3, 2013

Council Agenda Subject: First reading of an Ordinance of the city of Leander, Texas, annexing 126.27 acres of land, more or less, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters. (Area B)

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by City Council on October 18, 2012.This is the first of two readings of the Ordinance with the second and final reading of the Ordinance scheduled for January 17, 2013. This is an involuntary annexation whereas the city initiated the process of annexing this property into the city limits.

Origination: Development Services Department

Attachments: Ordinance

Resolution

Petition for Annexation

Exhibit "A" – Property Description

Exhibit "B" – Municipal Services Plan

Prepared by: Jim Bechtol, Director of Development Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 126.27 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS AND INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. (AREA B)

WHEREAS, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the subject property is adjacent to the corporate limits of the City and the boundaries of the city limits are contiguous to the subject property on at least two sides, as shown in the map attached hereto as Exhibit "A";

WHEREAS, the annexation of the subject property described herein will cause an area to be entirely surrounded by the City limits but will not include said area within the City;

WHEREAS, the City Council has determined that it is in the public's interest for the City limits to surround said area;

WHEREAS, in compliance with *§43.035, Tex. Local Gov't Code,* the City extended a written offer to enter a development agreement with applicable landowner(s), which the landowner(s) was required to accept no less than thirty (30) days of the offer or the offer would be deemed declined;

WHEREAS, the landowner(s) did not accept the City's offer within at least thirty (30) days of the offer;

WHEREAS, the City Council heard arguments with respect to such annexation and has decided to annex the area;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, 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 in a newspaper of general circulation in the City and the territory proposed to be annexed 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 subject 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. The City Council further finds that the landowner(s) comprising the subject property declined to enter a development agreement with the City under *§43.035, Tex. Local Gov't Code.*

SECTION 2. That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

All of a certain tract or parcel of land being 126.27 acres, more or less, located in Williamson County, Texas, being more particularly shown in Exhibit "A" attached hereto and incorporated herein for all purposes, consisting of the following parcels of land, save and except the portions of the following parcels of land located in the City limits or as otherwise excepted below:

(a) All of a certain tract or parcel of land being 6.32 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 1986035848 filed in the Official Public Records of Williamson County, Texas, and identified by Williamson County Appraisal tax identification number ("tax id #") R031278;

(b) All of a certain tract or parcel of land being 10.96 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 1991015547 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031281; save and except the southern 501 feet from CR 269 subject to the Development Agreement described in Instrument No. 2010083084 filed in the Official Public Records of Williamson County, Texas;

(c) All of a certain tract or parcel of land located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more

particularly described in Instrument No. 2004099911 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031282;

(d) All of a certain tract or parcel of land, being 6.42 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 1995005525 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification numbers ("tax id #'s") R031283 and R508107;

(e) All of a certain tract or parcel of land being 2.68 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2007077142 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031284;

(f) All of a certain tract or parcel of land being 4.95 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 1990020308 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031285;

(g) All of a certain tract or parcel of land being 6.979 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 19815478DR filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031290;

(h) All of a certain tract or parcel of land being 7.05 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 1992033184 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031291;

(i) All of a certain tract or parcel of land being 20.88 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2010085404 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031316; save and except the southern 501 feet from CR 269 subject to the Development Agreement described in Instrument No. 20100083090 filed in the Official Public Records of Williamson County, Texas;

(j) All of a certain tract or parcel of land being 20.90 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon

Survey, said property being more particularly described in Instrument No. 1999022986 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031348;

(k) All of a certain tract or parcel of land being 20.23 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2009016416 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031350;

(l) All of a certain tract or parcel of land being 6.38 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 1998034756 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031352; save and except the southern 501 feet from CR 269 subject to the Development Agreement described in Instrument No. 20100083082 filed in the Official Public Records of Williamson County, Texas;

(m) All of a certain tract or parcel of land being 6.96 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2010085404 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R086402; save and except the southern 501 feet from CR 269 subject to the Development Agreement described in Instrument No. 20100083090 filed in the Official Public Records of Williamson County, Texas;

(n) All of a certain tract or parcel of land being 1.70 acres, more or less, located in Williamson County, Texas being Lot 2, Enterprise Park, said property being more particularly described in Instrument No. 1992040881 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R315913;

(o) All of a certain tract or parcel of land being 6.09 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2007077142 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R324449;

(p) All of a certain tract or parcel of land being 2.02 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2000045331 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R375914;

(q) All of a certain tract or parcel of land being 5.45 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2002024937 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R430191;

(r) All of a certain tract or parcel of land being 0.50 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2004065021 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031351;

(s) All of a certain tract or parcel of land being 12.30 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 1999040248 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R433124;

(t) All of a certain tract or parcel of land being 2.04 acres, more or less, located in Williamson County, Texas being Lot 1, H & M Industrial Park, said property being more particularly described in Instrument No. 2008016843 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R457568;

(u) All of a certain tract or parcel of land being 4.93 acres, more or less, located in Williamson County, Texas being Lot 2, H & M Industrial Park II, said property being more particularly described in Instrument No. 2004068494 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R457570;

(v) All of a certain tract or parcel of land being 0.57 acres, more or less, located in Williamson County, Texas being Lot 2, H & M Industrial Park II, said property being more particularly described in Instrument No. 2004068494 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R508103;

(w) All of a certain tract or parcel of land being 3.06 acres, more or less, located in Williamson County, Texas being Lot 1, H & M Industrial Park, said property being more particularly described in Instrument No. 2008016843 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R508104;

(x) All of a certain tract or parcel of land being 2.63 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 19815478DR filed in the Official Public Records of Williamson County,

Texas, and identified by tax id# R508105; and

(y) All of a certain tract or parcel of land being 0.34 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2007077142 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R508106.

SECTION 3. In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

SECTION 4. 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 5. That the future owners and inhabitants of the subject 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 6. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the subject property as part of the City of Leander.

SECTION 7. That the subject 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 8. 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 9. 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 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this ____ day of _____, 2013.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2013.

ATTEST:

THE CITY OF LEANDER, TEXAS

_____

Debbie Haile, City Secretary

_____

Christopher Fielder, Mayor

Exhibit "A"

Property Description: Map

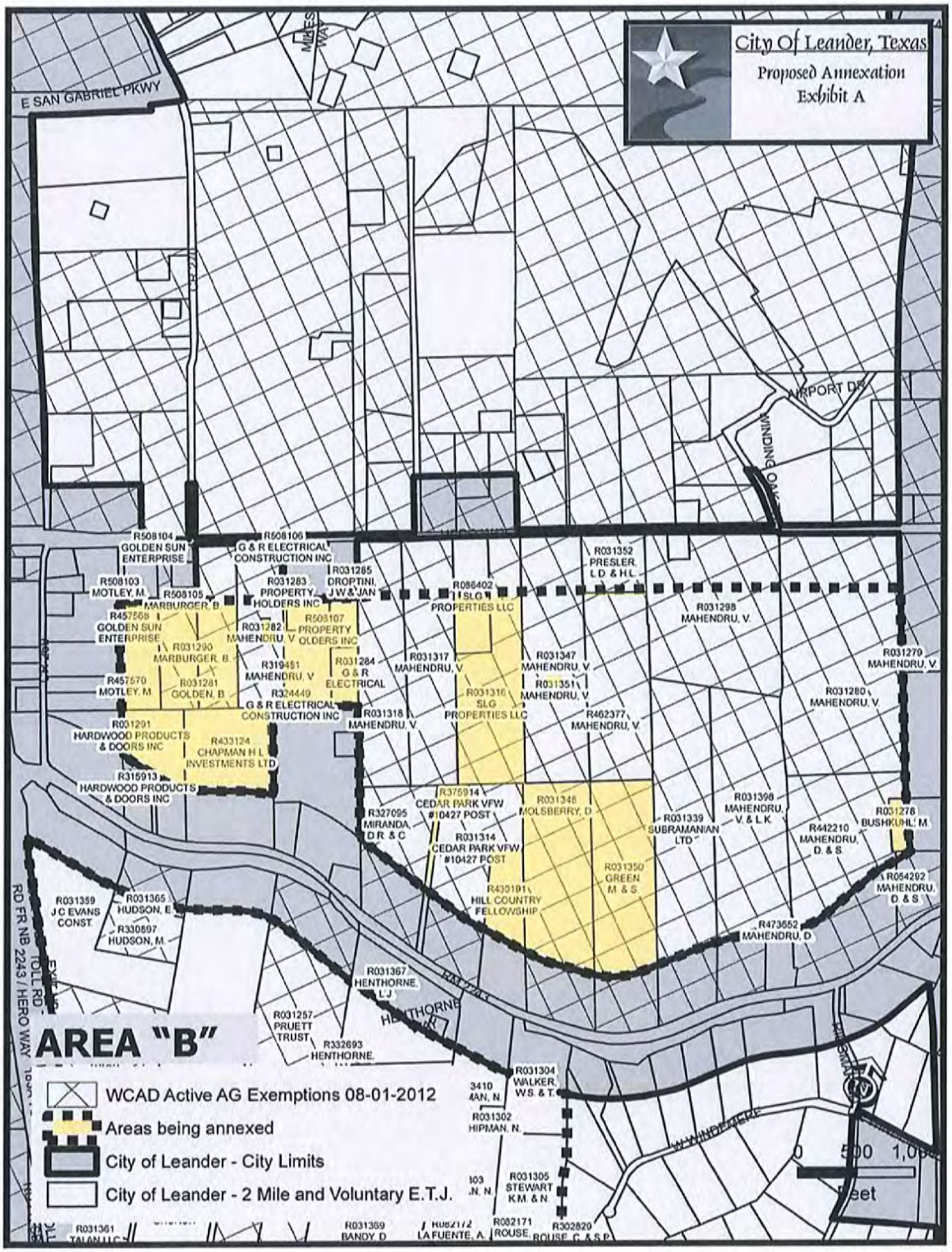


EXHIBIT "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

and in conjunction with Chapter 395, Tex. Local Gov't. Code. 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 preexisting 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 property's owner requests and is able to connect to a water service provider.

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't Code. 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 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 preexisting 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's owner requests and is able to connect to wastewater service.

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

City as follows:

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

(ii) Routine maintenance as presently performed by the City;

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

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

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

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

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

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

Executive Summary

January 3, 2013

Council Agenda Subject: First reading of an ordinance of the city of Leander, Texas, annexing 257.75 acres of land, more or less, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters. (Area C)

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by City Council on October 18, 2012.This is the first of two readings of the Ordinance with the second and final reading of the Ordinance scheduled for January 17, 2013. This is an involuntary annexation whereas the city initiated the process of annexing this property into the city limits.

Origination: Development Services Department

Attachments: Ordinance

Resolution

Petition for Annexation

Exhibit "A" – Property Description

Exhibit "B" – Municipal Services Plan

Prepared by: Jim Bechtol, Director of Development Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 257.75 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS AND INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. (AREA C)

WHEREAS, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the subject property is adjacent to the corporate limits of the City and the boundaries of the city limits are contiguous to the subject property on at least two sides, as shown in the map attached hereto as Exhibit "A";

WHEREAS, the annexation of the subject property described herein will cause an area to be entirely surrounded by the City limits but will not include said area within the City;

WHEREAS, the City Council has determined that it is in the public's interest for the City limits to surround said area;

WHEREAS, in compliance with *§43.035, Tex. Local Gov't Code,* the City extended a written offer to enter a development agreement with applicable landowner(s), which the landowner(s) was required to accept no less than thirty (30) days of the offer or the offer would be deemed declined;

WHEREAS, the landowner(s) did not accept the City's offer within at least thirty (30) days of the offer;

WHEREAS, the City Council heard arguments with respect to such annexation and has decided to annex the area;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, 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 in a newspaper of general circulation in the City and the territory proposed to be annexed 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 subject 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. The City Council further finds that the landowner(s) comprising the subject property declined to enter a development agreement with the City under *§43.035, Tex. Local Gov't Code.*

SECTION 2. That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

All of a certain tract or parcel of land being 257.75 acres, more or less, located in Williamson County, Texas, being more particularly shown in Exhibit "A" attached hereto and incorporated herein for all purposes, consisting of the following parcels of land, save and except the portions of the following parcels of land located in the City limits or as otherwise excepted below:

(a) All of a certain tract or parcel of land being 26.13 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2006055078 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031257;

(b) All of a certain tract or parcel of land being 1.00 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2003027079 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031259;

(c) All of a certain tract or parcel of land being 10.67 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2003027079 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax

identification number R031260;

(d) All of a certain tract or parcel of land being 11.92 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2006055079 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031261;

(e) All of a certain tract or parcel of land being 1.00 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 1998071801 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031302;

(f) All of a certain tract or parcel of land being 11.50 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 1998019789 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031303;

(g) All of a certain tract or parcel of land being 10.00 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 1992013162 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031304;

(h) All of a certain tract or parcel of land being 11.50 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 1993020010 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031305;

(i) All of a certain tract or parcel of land being 33.969 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2006055078 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031358;

(j) All of a certain tract or parcel of land being 20.22 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon

Survey, said property being more particularly described in Instrument No. 2005054303 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031359;

(k) All of a certain tract or parcel of land being 2.12 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2011067074 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031361;

(l) All of a certain tract or parcel of land being 17.13 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2008070780 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031367;

(m) All of a certain tract or parcel of land being 8.90 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2007080005 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031369;

(n) All of a certain tract or parcel of land being 10.00 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2008019468 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031370;

(o) All of a certain tract or parcel of land being 10.00 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2010011569 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031371;

(p) All of a certain tract or parcel of land being 15.36 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2009023646 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031374;

(q) All of a certain tract or parcel of land being 5.00 acres, more or less, located in Williamson County, Texas being Lot 3, Glory Hill Amended, said property being more particularly described in Instrument No. 2003112598 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R082170;

(r) All of a certain tract or parcel of land being 1.00 acres, more or less, located in Williamson County, Texas being Lot 2 PT, Glory Hill Amended, said property being more particularly described in Instrument No. 1985038113 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R082171;

(s) All of a certain tract or parcel of land being 10.00 acres, more or less, located in Williamson County, Texas being Lot 1, Glory Hill Amended, said property being more particularly described in Instrument No. 19778425DR filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R0382172;

(t) All of a certain tract or parcel of land being 4.00 acres, more or less, located in Williamson County, Texas being Lot 2 PT, Glory Hill Amended, said property being more particularly described in Instrument No. 1985038113 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R302829;

(u) All of a certain tract or parcel of land being 10.01 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 1998044661 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R318556;

(v) All of a certain tract or parcel of land being 0.50 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2008070780 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R332693;

(w) All of a certain tract or parcel of land being 5.84 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No.

19771094DR filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R383410;

(x) All of a certain tract or parcel of land being 0.33 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2006110451 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R482700;

(y) All of a certain tract or parcel of land being 27.20 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2009023887 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R502299;

(z) All of a certain tract or parcel of land being 10.00 acres, more or less, located in Williamson County, Texas out of the AW0006 Elijah D. Harmon Survey, said property being more particularly described in Instrument No. 2011067089 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R512974;

SECTION 3. In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

SECTION 4. 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 5. That the future owners and inhabitants of the subject 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 6. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the subject property as part of the City of Leander.

SECTION 7. That the subject 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 8. 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 9. 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 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this ____ day of _____, 2013.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2013.

ATTEST:

THE CITY OF LEANDER, TEXAS

_____
Debbie Haile, City Secretary

_____
Christopher Fielder, Mayor

Exhibit "A"

Property Description: Map

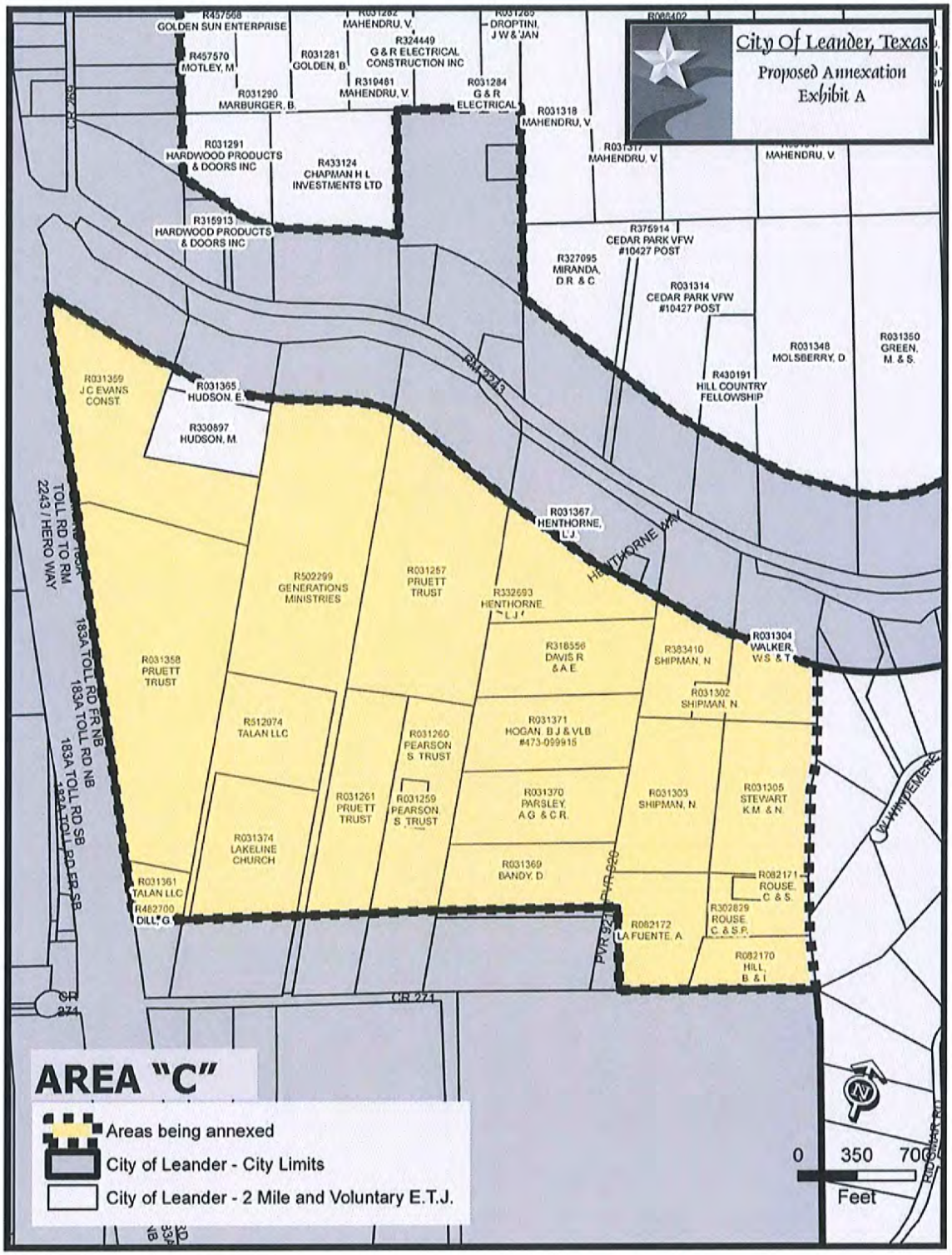


EXHIBIT "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't. Code. 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 preexisting 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 property's owner requests and is able to connect to a water service provider.

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't Code. 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 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 preexisting 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's owner requests and is able to connect to wastewater service.

C. Maintenance, as appropriate, of existing public streets and rights-of-way that are

within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:

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

(ii) Routine maintenance as presently performed by the City;

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

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

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

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

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

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

Executive Summary

January 3, 2013

Council Agenda Subject: First reading of an ordinance of the city of Leander, Texas, annexing 213.40 acres of land, more or less, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters. (Area D)

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by City Council on October 18, 2012.This is the first of two readings of the Ordinance with the second and final reading of the Ordinance scheduled for January 17, 2013. This is an involuntary annexation whereas the city initiated the process of annexing this property into the city limits.

Origination: Development Services Department

Attachments: Ordinance

Resolution

Petition for Annexation

Exhibit "A" – Property Description

Exhibit "B" – Municipal Services Plan

Prepared by: Jim Bechtol, Director of Development Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 213.40 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS AND INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. (AREA D)

WHEREAS, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the subject property is adjacent to the corporate limits of the City and the boundaries of the city limits are contiguous to the subject property on at least two sides, as shown in the map attached hereto as Exhibit "A";

WHEREAS, in compliance with *§43.035, Tex. Local Gov't Code,* the City extended a written offer to enter a development agreement with applicable landowner(s), which the landowner(s) was required to accept no less than thirty (30) days of the offer or the offer would be deemed declined;

WHEREAS, the landowner(s) did not accept the City's offer within at least thirty (30) days of the offer;

WHEREAS, the City Council heard arguments with respect to such annexation and has decided to annex the area;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, 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 in a newspaper of general circulation in the City and the territory proposed to be annexed 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 subject 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. The City Council further finds that the landowner(s) comprising the subject property declined to enter a development agreement with the City under *§43.035, Tex. Local Gov't Code.*

SECTION 2. That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

All of a certain tract or parcel of land being 213.4 acres, more or less, located in Williamson County, Texas, being more particularly shown in Exhibit "A" attached hereto and incorporated herein for all purposes, consisting of the following parcels of land, save and except the portions of the following parcels of land located in the City limits or as otherwise excepted below:

(a) All of a certain tract or parcel of land being 63.90 acres, more or less, located in Williamson County, Texas out of the AW0003 Walter Campbell Survey, Abstract No. 3, said property being more particularly described in Instrument No. 1997016886 filed in the Official Public Records of Williamson County, Texas, and identified by Williamson County Tax identification number ("tax id #") R031199;

(b) All of a certain tract or parcel of land being 50.40 acres, more or less, located in Williamson County, Texas out of the AW0003 Walter Campbell Survey, Abstract No. 3, said property being more particularly described in Instrument No. 2009000970 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031201;

(c) All of a certain tract or parcel of land being 4.89 acres, more or less, located in Williamson County, Texas out of the AW0003 Walter Campbell Survey, Abstract No. 3, said property being more particularly described in Instrument No. 1989028620 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031203;

(d) All of a certain tract or parcel of land being 39.22 acres, more or less, located in Williamson County, Texas out of the AW0003 Walter Campbell Survey, Abstract No. 3, said property being more particularly described in Instrument No. 1985006112 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031204;

(e) All of a certain tract or parcel of land being 1.00 acres, more or less, located in Williamson County, Texas out of the AW0003 Walter Campbell Survey, Abstract No. 3, said property being more particularly described in Instrument No. 1985006112 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031205;

(f) All of a certain tract or parcel of land being 40.22 acres, more or less, located in Williamson County, Texas out of the AW0003 Walter Campbell Survey, Abstract No. 3, said property being more particularly described in Instrument No.'s 19779279DR, 19788716DRA, 19799939DR, 19801678DR, 19818004DR, 19827172DR, 1983005214, and 1985006111 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031206;

(g) All of a certain tract or parcel of land being 5.00 acres, more or less, located in Williamson County, Texas out of the AW0003 Walter Campbell Survey, Abstract No. 3, said property being more particularly described in Instrument No. 19732866DR filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R031215;

(h) All of a certain tract or parcel of land 3.39 acres, more or less, located in Williamson County, Texas out of the AW0003 Walter Campbell Survey, Abstract No. 3, said property being more particularly described in Instrument No. 2009000970 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R080605;

(i) All of a certain tract or parcel of land 2.07 acres, more or less, located in Williamson County, Texas out of the AW0003 Walter Campbell Survey, Abstract No. 3, said property being more particularly described in Instrument No. 2009000970 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R320075; and

(j) All of a certain tract or parcel of land 6.29 acres, more or less, located in Williamson County, Texas out of the AW0003 Walter Campbell Survey, Abstract No. 3, said property being more particularly described in Instrument No. 2005045871 filed in the Official Public Records of Williamson County, Texas, and identified by tax id # R432778.

SECTION 3. In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

SECTION 4. 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 5. That the future owners and inhabitants of the subject 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 6. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the subject property as part of the City of Leander.

SECTION 7. That the subject 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 8. 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 9. 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 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED on First Reading this ____ day of _____, 2013.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2013.

ATTEST:

THE CITY OF LEANDER, TEXAS

_____
Debbie Haile, City Secretary

_____
Christopher Fielder, Mayor

Exhibit "A"

Property Description: Map

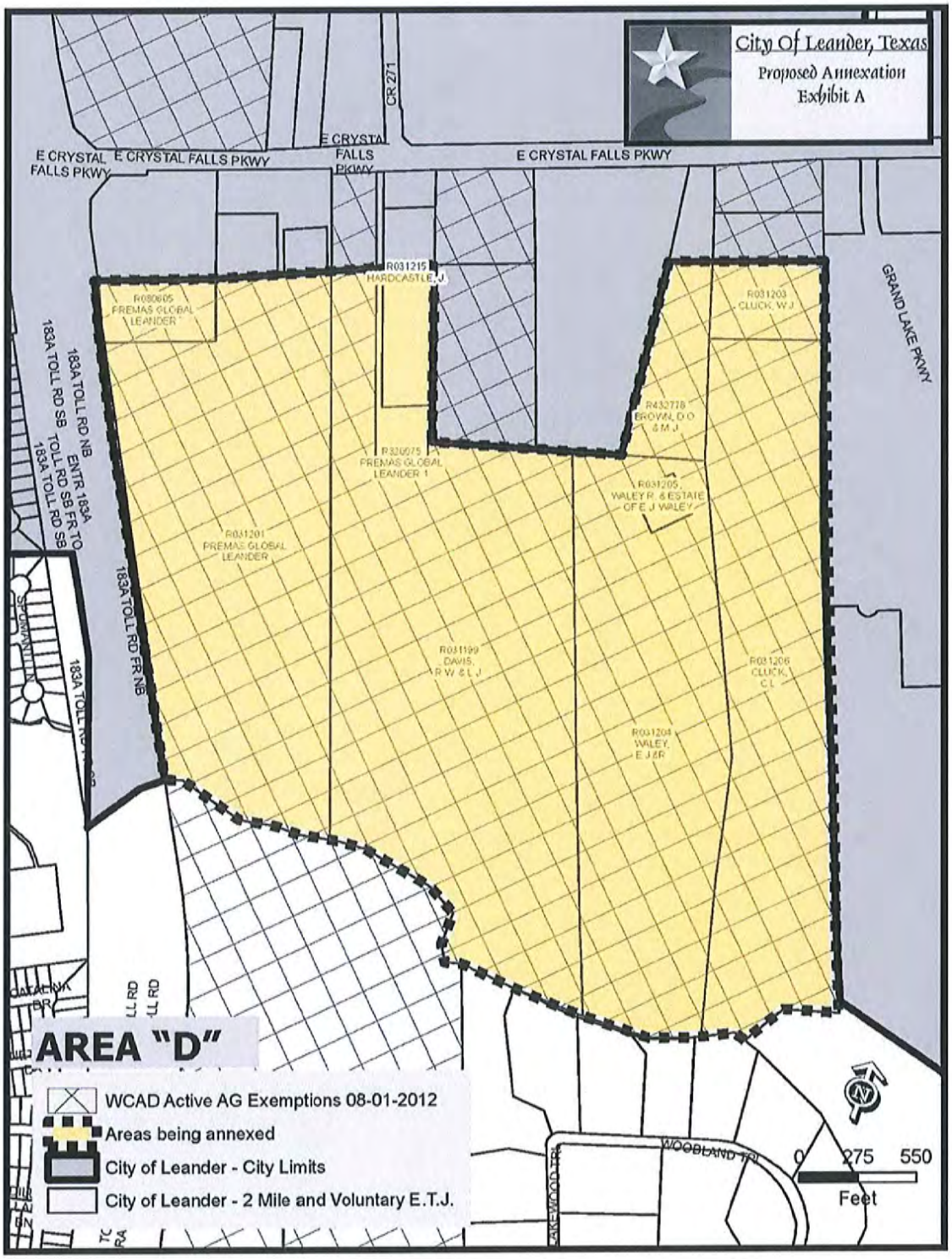


EXHIBIT "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

and in conjunction with Chapter 395, Tex. Local Gov't. Code. 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 preexisting 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 property's owner requests and is able to connect to a water service provider.

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't Code. 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 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 preexisting 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's owner requests and is able to connect to wastewater service.

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

City as follows:

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

(ii) Routine maintenance as presently performed by the City;

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

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

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

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

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

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

Executive Summary

January 3, 2013

Council Agenda Subject: First reading of an Ordinance of the city of Leander, Texas, annexing 0.07 acres of land, more or less, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters. (Area E)

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by City Council on October 18, 2012.This is the first of two readings of the Ordinance with the second and final reading of the Ordinance scheduled for January 17, 2013. This is an involuntary annexation whereas the city initiated the process of annexing this property into the city limits.

Origination: Development Services Department

Attachments: Ordinance

Resolution

Petition for Annexation

Exhibit "A" – Property Description

Exhibit "B" – Municipal Services Plan

Prepared by: Jim Bechtol, Director of Development Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 0.07 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS AND INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. (AREA E)

WHEREAS, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the subject property is adjacent to the corporate limits of the City and the boundaries of the city limits are contiguous to the subject property on at least two sides, as shown in the map attached hereto as Exhibit "A";

WHEREAS, in compliance with *§43.035, Tex. Local Gov't Code,* the City extended a written offer to enter a development agreement with applicable landowner(s), which the landowner(s) was required to accept no less than thirty (30) days of the offer or the offer would be deemed declined;

WHEREAS, the landowner(s) did not accept the City's offer within at least thirty (30) days of the offer;

WHEREAS, the City Council heard arguments with respect to such annexation and has decided to annex the area;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, 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 in a newspaper of general circulation in the City and the territory proposed to be annexed 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 subject 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. The City Council further finds that the landowner(s) comprising the subject property declined to enter a development agreement with the City under *§43.035, Tex. Local Gov't Code.*

SECTION 2. That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> All of a certain tract or parcel of land located in Williamson County, Texas out of the AW0003 Walter Campbell Survey, said property more particularly described in Instrument No. 1993038874 filed in the Official Public Records of Williamson County, Texas, save and except those portions of said property already in the city limits; being more particularly shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3. In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

SECTION 4. 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 5. That the future owners and inhabitants of the subject 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 6. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the subject property as part of the City of Leander.

SECTION 7. That the subject 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 8. 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 9. 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 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this ____ day of _____, 2013.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2013.

ATTEST:

_____
Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

_____
Christopher Fielder, Mayor

Exhibit "A"

Property Description: Map

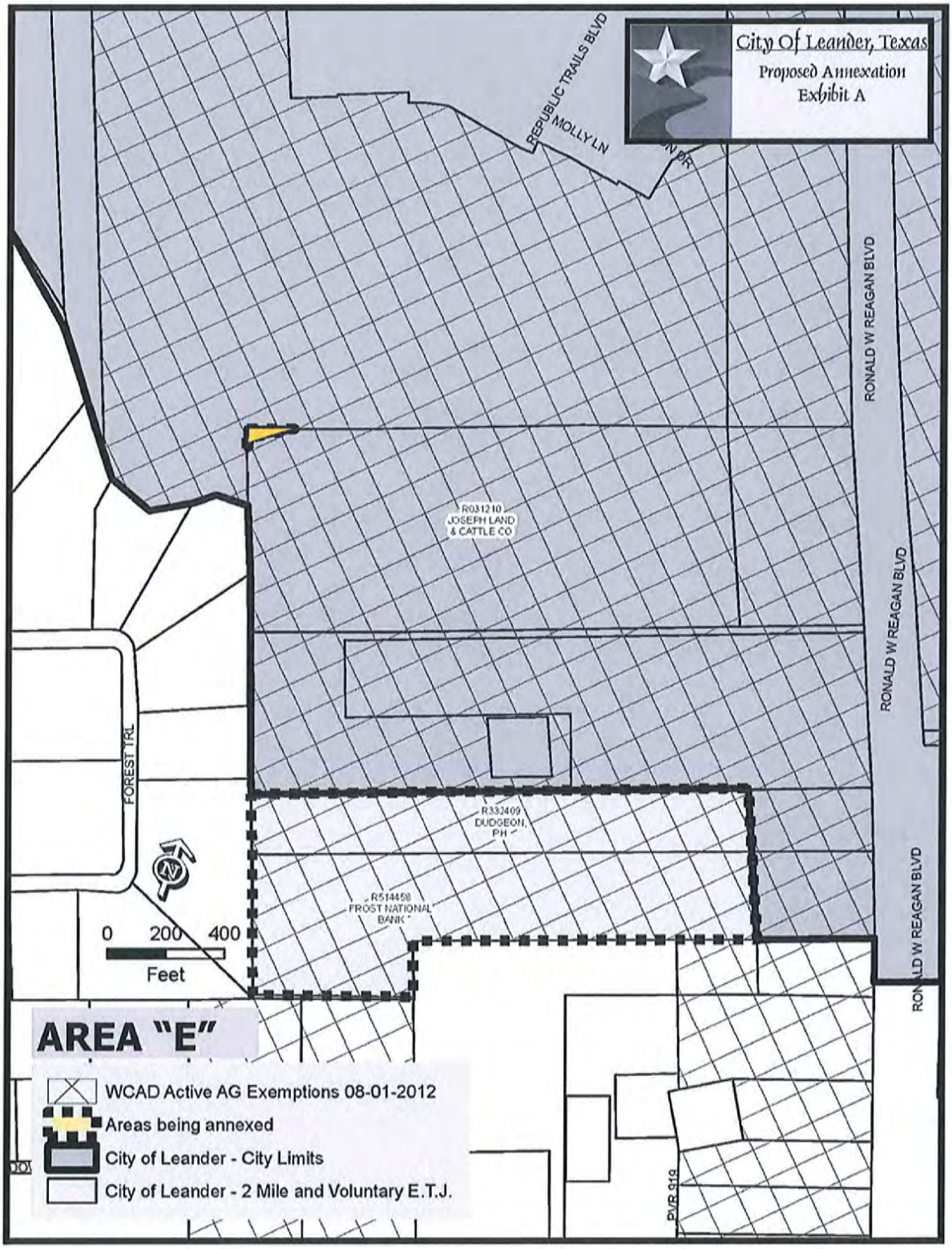


EXHIBIT "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't. Code. 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 preexisting 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 property's owner requests and is able to connect to a water service provider.

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't Code. 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 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 preexisting 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's owner requests and is able to connect to wastewater service.

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

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

(ii) Routine maintenance as presently performed by the City;

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

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

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

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

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

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

Executive Summary

January 3, 2013

Council Agenda Subject: First reading of an Ordinance of the city of Leander, Texas, annexing 22.38 acres of land, more or less, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters. (Area F)

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by City Council on October 18, 2012.This is the first of two readings of the Ordinance with the second and final reading of the Ordinance scheduled for January 17, 2013. This is an involuntary annexation whereas the city initiated the process of annexing this property into the city limits.

Origination: Development Services Department

Attachments: Ordinance

Resolution

Petition for Annexation

Exhibit "A" – Property Description

Exhibit "B" – Municipal Services Plan

Prepared by: Jim Bechtol, Director of Development Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 22.38 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS AND INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. (AREA F)

WHEREAS, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the subject property is adjacent to the corporate limits of the City and the boundaries of the city limits are contiguous to the subject property on at least two sides, as shown in the map attached hereto as Exhibit "A";

WHEREAS, in compliance with *§43.035, Tex. Local Gov't Code,* the City extended a written offer to enter a development agreement with applicable landowner(s), which the landowner(s) was required to accept no less than thirty (30) days of the offer or the offer would be deemed declined;

WHEREAS, the landowner(s) did not accept the City's offer within at least thirty (30) days of the offer;

WHEREAS, the City Council heard arguments with respect to such annexation and has decided to annex the area;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, 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 in a newspaper of general circulation in the City and the territory proposed to be annexed 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 subject 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. The City Council further finds that the landowner(s) comprising the subject property declined to enter a development agreement with the City under *§43.035, Tex. Local Gov't Code.*

SECTION 2. That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> All of a certain tract or parcel of land being 22.38 acres, more or less, located in Williamson County, Texas, being more particularly shown in Exhibit "A" attached hereto and incorporated herein for all purposes, consisting of the following parcels of land:
>
> (a) All of a certain tract or parcel of land located in Williamson County, Texas out of the AW0003 Walter Campbell Survey, said property being more particularly described in Instrument No. 1993011220 filed in the Official Public Records of Williamson County, Texas; and
>
> (b) All of a certain tract or parcel of land located in Williamson County, Texas out of the AW0003 Walter Campbell Survey, said property being more particularly described in Instrument No. 2012042902 filed in the Official Public Records of Williamson County, Texas.

SECTION 3. In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

SECTION 4. 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 5. That the future owners and inhabitants of the subject 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 6. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the subject property as part of the City of Leander.

SECTION 7. That the subject 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 8. 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 9. 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 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this ____ day of _____, 2013.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2013.

ATTEST:

_____
Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

_____
Christopher Fielder, Mayor

Exhibit "A"

Property Description: Map

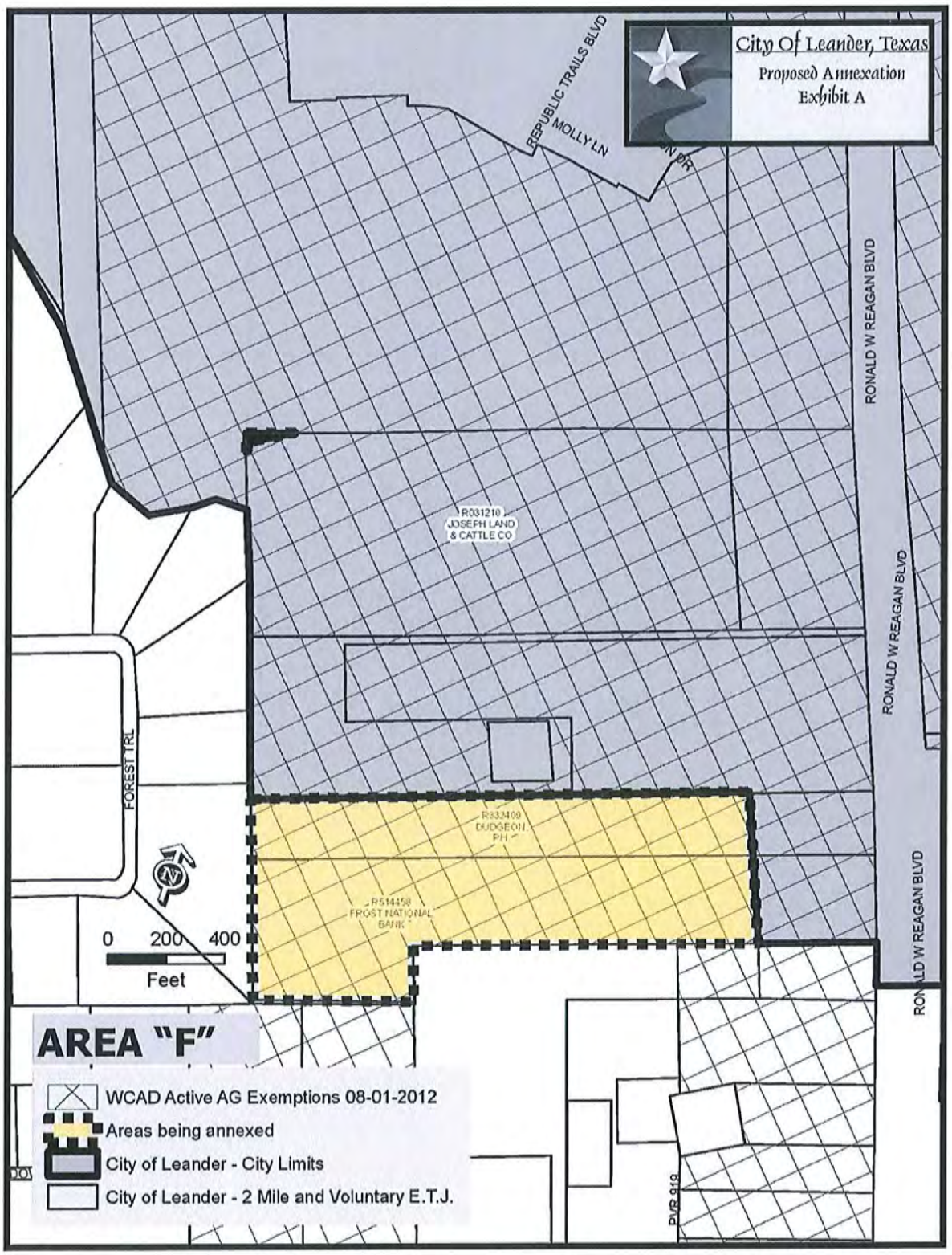


EXHIBIT "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't. Code. 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 preexisting 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 property's owner requests and is able to connect to a water service provider.

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't Code. 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 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 preexisting 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's owner requests and is able to connect to wastewater service.

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

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

(ii) Routine maintenance as presently performed by the City;

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

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

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

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

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

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

Executive Summary

January 3, 2013

Council Agenda Subject: First reading of an Ordinance of the city of Leander, Texas, annexing 97.94 acres of land, more or less, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters. (Area G)

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by City Council on October 18, 2012.This is the first of two readings of the Ordinance with the second and final reading of the Ordinance scheduled for January 17, 2013. This is an involuntary annexation whereas the city initiated the process of annexing this property into the city limits.

Origination: Development Services Department

Attachments: Ordinance

Resolution

Petition for Annexation

Exhibit "A" – Property Description

Exhibit "B" – Municipal Services Plan

Prepared by: Jim Bechtol, Director of Development Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 97.94 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS AND INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. (AREA G)

WHEREAS, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the subject property is adjacent to the corporate limits of the City and the boundaries of the city limits are contiguous to the subject property on at least two sides, as shown in the map attached hereto as Exhibit "A";

WHEREAS, in compliance with *§43.035, Tex. Local Gov't Code,* the City extended a written offer to enter a development agreement with applicable landowner(s), which the landowner(s) was required to accept no less than thirty (30) days of the offer or the offer would be deemed declined;

WHEREAS, the landowner(s) did not accept the City's offer within at least thirty (30) days of the offer;

WHEREAS, the City Council heard arguments with respect to such annexation and has decided to annex the area;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, 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 in a newspaper of general circulation in the City and the territory proposed to be annexed 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 subject 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. The City Council further finds that the landowner(s) comprising the subject property declined to enter a development agreement with the City under *§43.035, Tex. Local Gov't Code.*

SECTION 2. That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

All of a certain tract or parcel of land being 97.94 acres, more or less, located in Williamson County, Texas, being more particularly shown in Exhibit "A" attached hereto and incorporated herein for all purposes, consisting of the following parcels of land, save and except the portions of the following parcels of land located in the City limits or as otherwise excepted below:

(a) All of a certain tract or parcel of land being 18.29 acres, more or less, located in Williamson County, Texas out of the AW0122 Anastasia Carr Survey, said property being more particularly described in Instrument No. 19783864DRA filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031543;

(b) All of a certain tract or parcel of land being 2.00 acres, more or less, located in Williamson County, Texas out of the AW0122 Anastasia Carr Survey, Abstract No. 122, said property being more particularly described in Instrument No. 19783864DRA filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031544;

(c) All of a certain tract or parcel of land being 46.37 acres, more or less, located in Williamson County, Texas out of the AW0122 Anastasia Carr Survey, Abstract No. 122, said property being more particularly described in Instrument No. 1993038874 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R031552;

(d) All of a certain tract or parcel of land being 0.6942 acres, more or less, located in Williamson County, Texas out of the AW0122 Anastasia Carr Survey, Tract No. 7, said property being more particularly described in Instrument No. 1999036658 filed in the Official Public Records of

Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R392176;

(e) All of a certain tract or parcel of land being 0.6942 acres, more or less, located in Williamson County, Texas out of the AW0122 Anastasia Carr Survey, Tract No. 8, said property being more particularly described in Instrument No. 1993038874 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R392177;

(f) All of a certain tract or parcel of land being 4.4071 acres, more or less, located in Williamson County, Texas out of the AW0122 Anastasia Carr Survey, Tract No. 9, said property being more particularly described in Instrument No. 1999036658 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R392178;

(g) All of a certain tract or parcel of land being Lot 1, G&P Subdivision, 5.0003 acres, more or less, located in Williamson County Texas, said property being more particularly described in Instrument No. 2005053419 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R475132;

(h) All of a certain tract or parcel of land being Lot 2, G&P Subdivision, 5.0003 acres, more or less, located in Williamson County Texas, said property being more particularly described in Instrument No. 2005053419 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R475133; and

(i) All of a certain tract or parcel of land being 15 acres, more or less, located in Williamson County, Texas out of the AW0122 Anastasia Carr Survey, Abstract No. 122, said property being more particularly described in Instrument No. 2008052621 filed in the Official Public Records of Williamson County, Texas, and being identified by Williamson County Appraisal District tax identification number R497495.

SECTION 3. In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

SECTION 4. 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 5. That the future owners and inhabitants of the subject 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 6. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the subject property as part of the City of Leander.

SECTION 7. That the subject 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 8. 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 9. 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 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this ____ day of _____, 2013.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2013.

ATTEST:

THE CITY OF LEANDER, TEXAS

_____
Debbie Haile, City Secretary

_____
Christopher Fielder, Mayor

Exhibit "A"

Property Description: Map

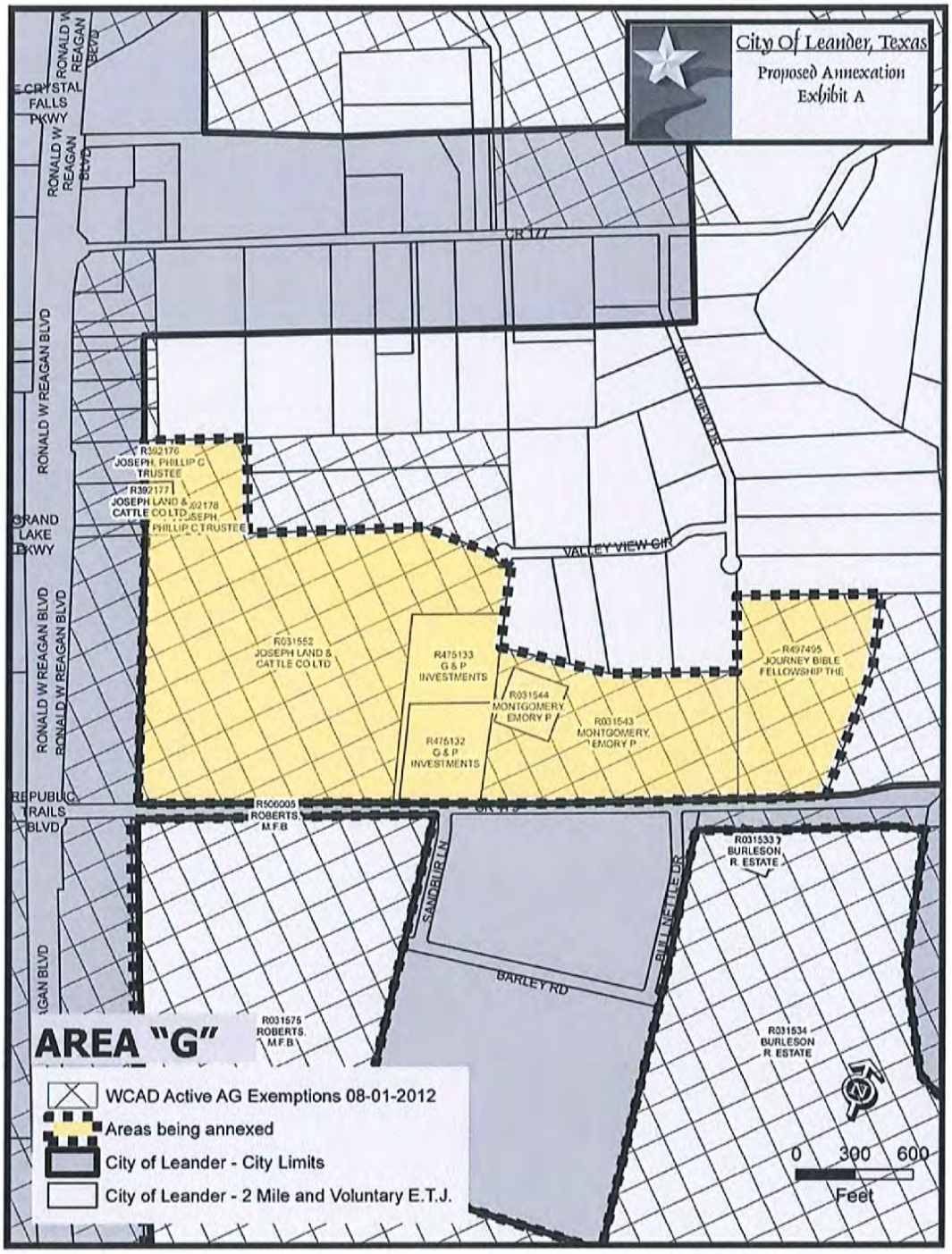


EXHIBIT "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't. Code. 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 preexisting 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 property's owner requests and is able to connect to a water service provider.

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't Code. 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 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 preexisting 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's owner requests and is able to connect to wastewater service.

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

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

(ii) Routine maintenance as presently performed by the City;

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

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

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

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

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

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

Executive Summary

January 3, 2013

Council Agenda Subject: First reading of an Ordinance of the city of Leander, Texas, annexing 1.00 acre of land, more or less, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters. (Area H)

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by City Council on October 18, 2012.This is the first of two readings of the Ordinance with the second and final reading of the Ordinance scheduled for January 17, 2013. This is an involuntary annexation whereas the city initiated the process of annexing this property into the city limits.

Origination: Development Services Department

Attachments: Ordinance

Resolution

Petition for Annexation

Exhibit "A" – Property Description

Exhibit "B" – Municipal Services Plan

Prepared by: Jim Bechtol, Director of Development Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 1.00 ACRE OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS AND INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. (AREA H)

WHEREAS, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the subject property is adjacent to the corporate limits of the City and the boundaries of the city limits are contiguous to the subject property on at least two sides, as shown in the map attached hereto as Exhibit "A";

WHEREAS, in compliance with *§43.035, Tex. Local Gov't Code,* the City extended a written offer to enter a development agreement with applicable landowner(s), which the landowner(s) was required to accept no less than thirty (30) days of the offer or the offer would be deemed declined;

WHEREAS, the landowner(s) did not accept the City's offer within at least thirty (30) days of the offer;

WHEREAS, the City Council heard arguments with respect to such annexation and has decided to annex the area;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, 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 in a newspaper of general circulation in the City and the territory proposed to be annexed 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 subject 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. The City Council further finds that the landowner(s) comprising the subject property declined to enter a development agreement with the City under *§43.035, Tex. Local Gov't Code.*

SECTION 2. That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> All of a certain tract or parcel of land, being 1 acre, more or less, located in Williamson County, Texas out of the AW0122 Anastasia Carr Survey, identified by tax ID R031533 as of December 21, 2012, being more particularly shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3. In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

SECTION 4. 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 5. That the future owners and inhabitants of the subject 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 6. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the subject property as part of the City of Leander.

SECTION 7. That the subject 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 8. 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 9. 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 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED on First Reading this ____ day of _____, 2013.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2013.

ATTEST:

THE CITY OF LEANDER, TEXAS

_____
Debbie Haile, City Secretary

_____
Christopher Fielder, Mayor

Exhibit "A"

Property Description: Map

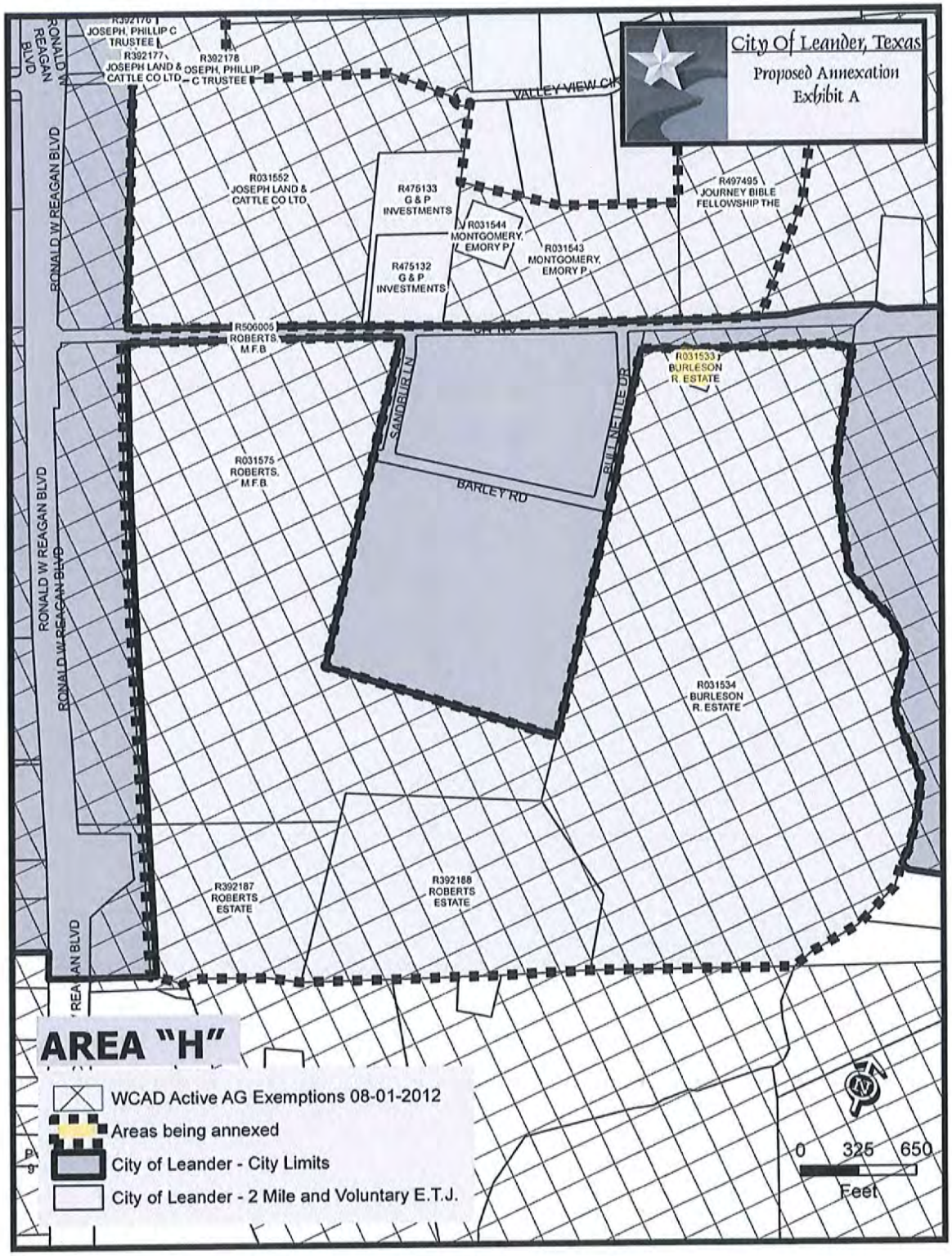


EXHIBIT "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

and in conjunction with Chapter 395, Tex. Local Gov't. Code. 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 preexisting 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 property's owner requests and is able to connect to a water service provider.

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't Code. 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 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 preexisting 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's owner requests and is able to connect to wastewater service.

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

City as follows:

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

(ii) Routine maintenance as presently performed by the City;

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

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

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

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

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

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

Executive Summary

January 3, 2013

Agenda Subject: Development Agreements under Section 43.035, Texas Local Government Code, Between the City of Leander and each of the following property owners:

a. Vivek Mahendru
b. Vivek and Lisa K. Mahendru
c. Devidass Mahendru
d. Devidass and Swaran Mahendru
e. Daniel Ramerez and Candelaria Maranda
f. Edwin N. Hudson
g. Michael N. Hudson
h. Mary F. Burleson Roberts
i. Mary F. Burleson Roberts on behalf of herself and the Estate of Robert Aaron Burleson Sr.
j. Mary F. Burleson Roberts on behalf of the Estate of Robert Aaron Burleson Sr.
k. Tamara Lynn Ramaker
l. Cedar Park VFW #10427 Post
m. Subramanian LTD

Background: The City of Leander has initiated the annexation of 9 areas of the ETJ. If a property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E, Chapter 23, Tax Code, the property owner is eligible to negotiate and enter a development agreement with the City prior to the completion of the annexation proceedings. The development agreement provides for the continuation of the extraterritorial jurisdiction status of the land and authorizes the City to enforce all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber. The agreement would terminate and the land would be annexed into the City at such time that the land is developed, regardless of how the area is appraised for ad valorem tax purposes.

Origination: Development Services

Attachments: Development Agreements

Prepared by: Jim Bechtol, Director of Development Services

A

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber land;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals), buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (including a new, remodel or expansion of a single family residence) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations, as amended from time to time, shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and the City's building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence, remodels and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically

authorized herein.

(2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c) or 2(d).

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Vivek Mahendru, MD
7109 Villa Maria Ln
Austin, TX 78759-7776

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ___ day of _____, 2012.

City of Leander, Texas

_____

Christopher Fielder, Mayor

Owner(s): Vivek Mahendra

_____

Printed Name: VIVEK MAHENDRU

_____

Printed Name: _____

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Frek Mahendru, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of December, 2012.

Ellen Pizalate
Notary Public - State of Texas

ELLEN PIZALATE
MY COMMISSION EXPIRES
September 20, 2014

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

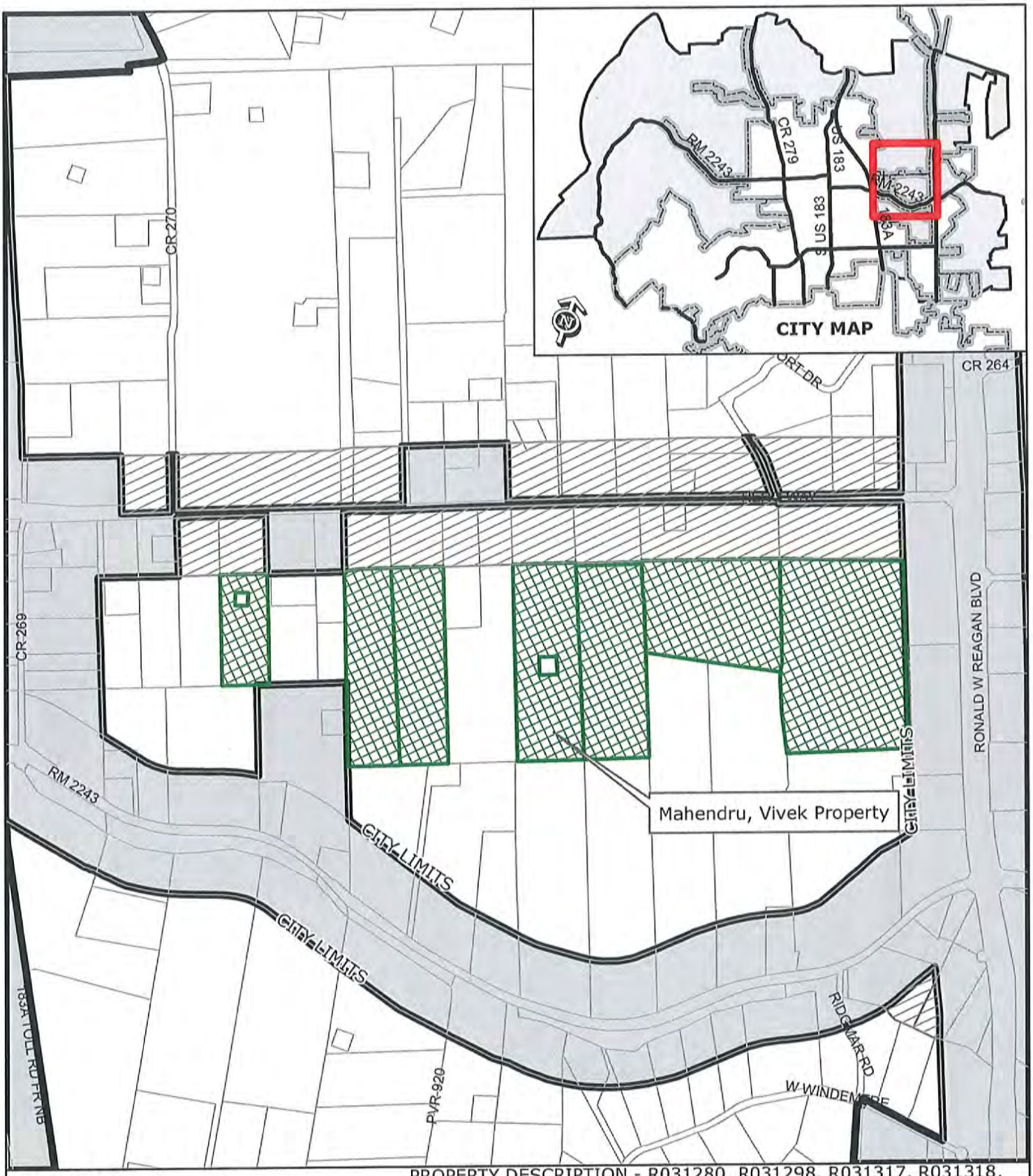


EXHIBIT A

PROPERTY DESCRIPTION - R031280, R031298, R031317, R031318, R031347, R319481, R462377

Mahendru, Vivek Property

Mahendru,Vivek

FutureAnnexation

City Limits

0 200400

Feet

138.35 acres out of AW0006 E. D. Harmon Survey, Williamson County Texas, said property being more particularly described in Instrument #2003078335, #2004099911, #2004028572, #2004073628, #2004073246, #2004065021, and #2004065019 filed in the Official Public Records of Williamson County, Texas save and except south 501 feet from CR 269 subject to Development Agreement recorded with Instrument #2010083088.

B

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber land;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals), buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (including a new, remodel or expansion of a single family residence) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations, as amended from time to time, shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and the City's building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence, remodels and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically

authorized herein.

(2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c) or 2(d).

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Vivek & Lisa K Mahendru
7109 Villa Maria Ln
Austin, TX 78759-7776

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2012.

City of Leander, Texas

_____

Christopher Fielder, Mayor

Owner(s):

Vinek Mahendru

Printed Name: VINEK MAHENDRU

Lisa Mahendru

Printed Name: LISA MAHENDRU

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Vivek Mahendru, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 2nd day of NOV., 2012.

Debra Kay Haile
Notary Public - State of Texas

DEBRA KAY HAILE
MY COMMISSION EXPIRES
October 22, 2016

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Lisa Mahendru, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 2nd day of NOV., 2012.

Debra Kay Haile
Notary Public - State of Texas

DEBRA KAY HAILE
MY COMMISSION EXPIRES
October 22, 2016

OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

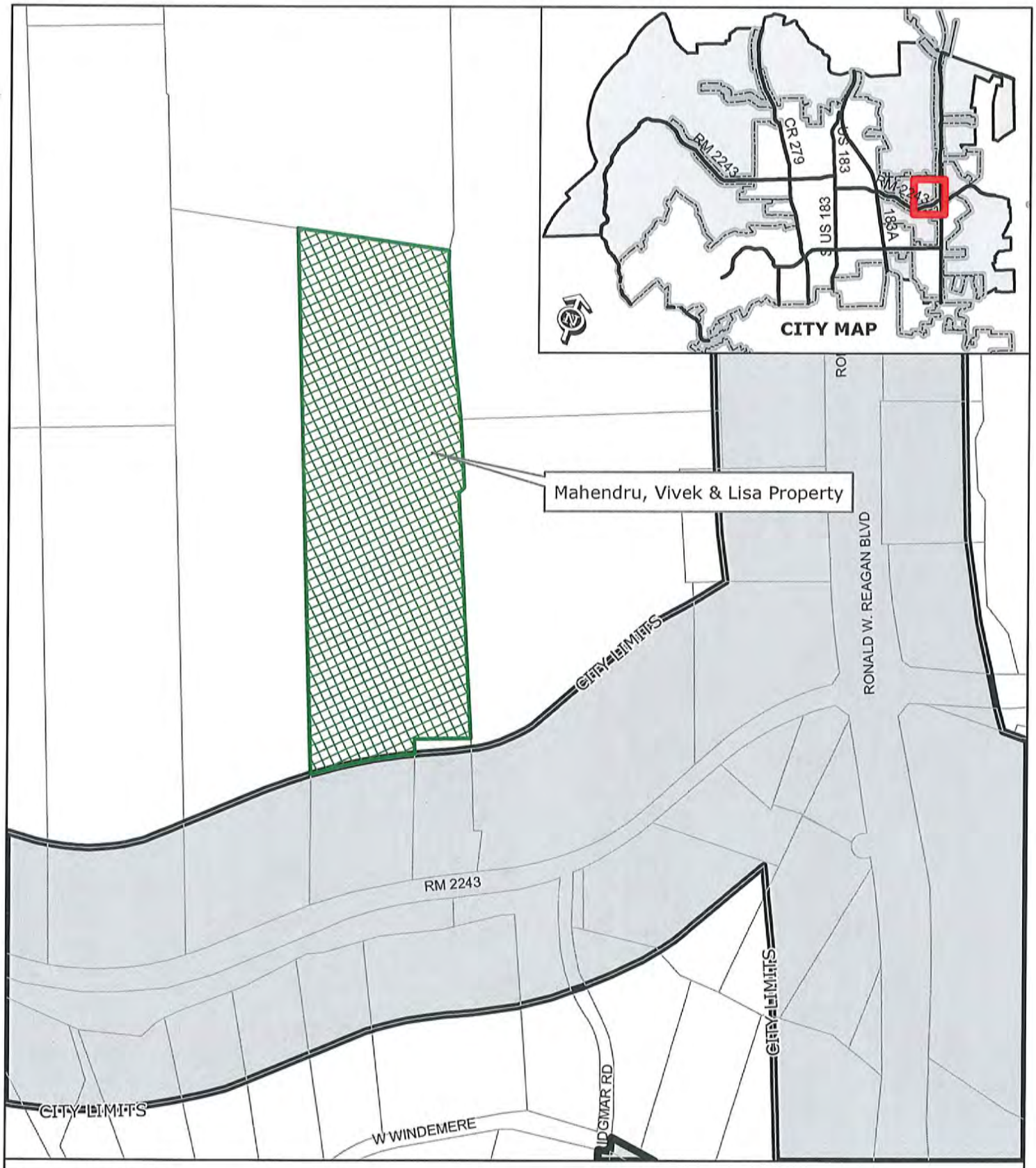


EXHIBIT A

Mahendru, Vivek & Lisa Property

Mahendru, Vivek & Lisa

City Limits

0 200 400 600

Feet

PROPERTY DESCRIPTION - R031398

26.87 acres out of AW0006 E. D. Harmon Survey, Williamson County Texas, said property being more particularly described in Instrument #2004040872 filed in the Official Public Records of Williamson County, Texas.

C

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber land;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals), buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (including a new, remodel or expansion of a single family residence) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations, as amended from time to time, shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and the City's building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence, remodels and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically

authorized herein.

(2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c) or 2(d).

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Devidass Mahendru
9708 Okaus Ln
Austin, TX 78759

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2012.

City of Leander, Texas

_____
Christopher Fielder, Mayor

Owner(s):

Devidass Mahendru
Printed Name: DEVIDASS MAHENDRU

_____
Printed Name: _____

STATE OF ~~TEXAS~~ California §
COUNTY OF San Joaquin §

BEFORE ME the undersigned authority on this day personally appeared Davidass Mahendra, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ~~27th~~ 17th MA day of December, 2012.

MAHESH ANAND
COMM. #1897663
Notary Public - California
Alameda County
My Comm. Expires July 30, 2014

Mahesh Anand
Notary Public - State of ~~Texas~~ california

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

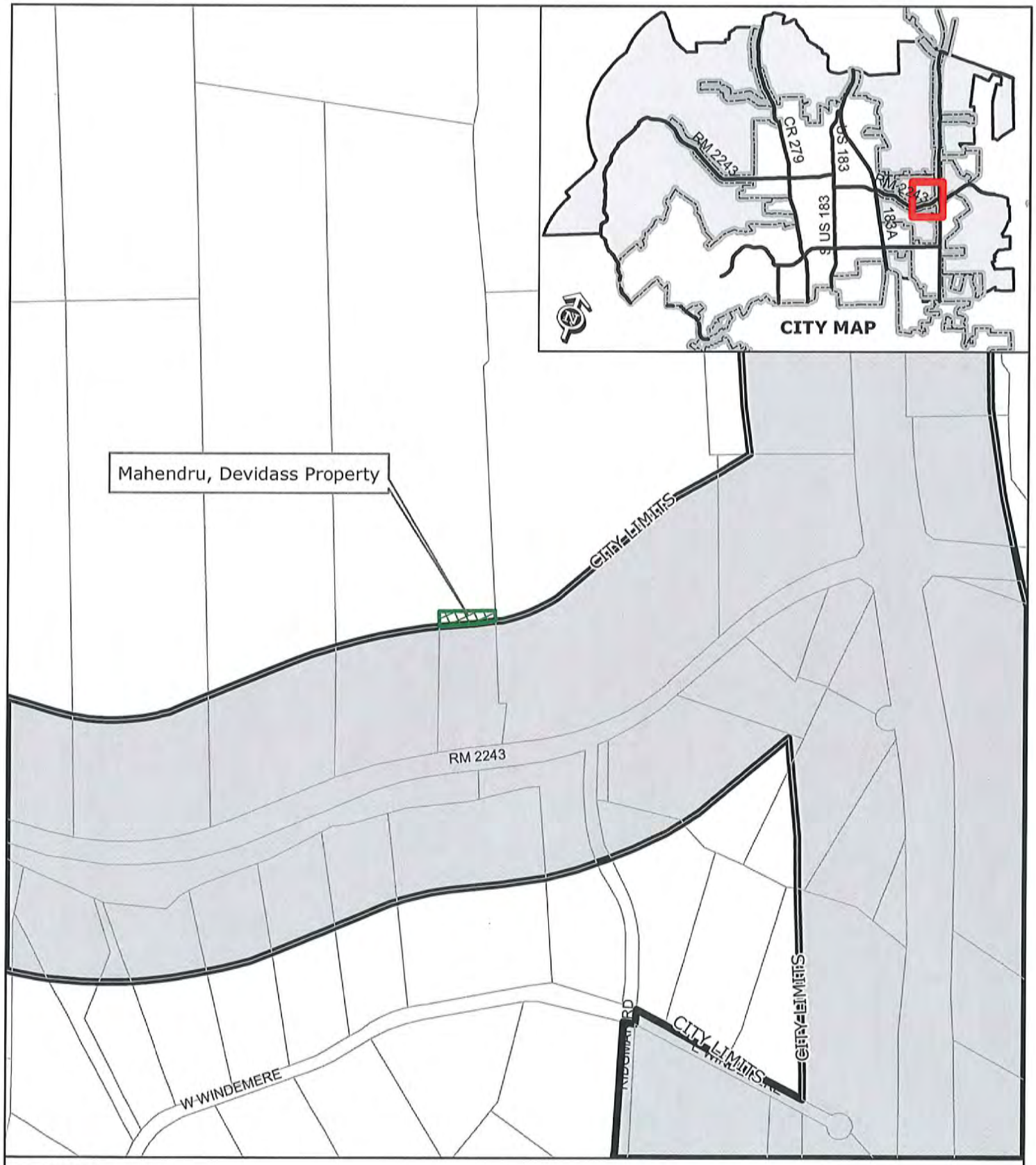


EXHIBIT A

Mahendru, Devidass Property

Mahendru, Devidass Property

City Limits

0 200 400 600

Feet

PROPERTY DESCRIPTION - R473652

0.30 acres out of AW0006 E. D. Harmon Survey, Williamson County Texas, said property being more particularly described in Instrument #2004056322 filed in the Official Public Records of Williamson County, Texas.

D

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber land;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals), buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (including a new, remodel or expansion of a single family residence) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations, as amended from time to time, shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and the City's building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence, remodels and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically

authorized herein.

(2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c) or 2(d).

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Devidass + Swaran Mahendru
9708 OX aus Ln
Austin, TX 78759-7766

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this 12 day of NOV, , 2012.

City of Leander, Texas

_____

Christopher Fielder, Mayor

Owner(s):

SWARAN MAHENDRU

Swaran Mahendru

Printed Name: _____

Devidass Mahendru

Printed Name: DEVIDASS MAHENDRU

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Suran Mahendru Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of NOV., 2012.

Debra Kay Haile
Notary Public - State of Texas

DEBRA KAY HAILE
MY COMMISSION EXPIRES
October 22, 2016

STATE OF ~~TEXAS~~ California §
COUNTY OF San Joaquin §

BEFORE ME the undersigned authority on this day personally appeared DEVIDASS MAHENDRU, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12th day of NOV, 2012.

Mahesh Anand
Notary Public - State of ~~Texas~~ California

MAHESH ANAND
COMM. #1897663
Notary Public - California
Alameda County
My Comm. Expires July 30, 2014

OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

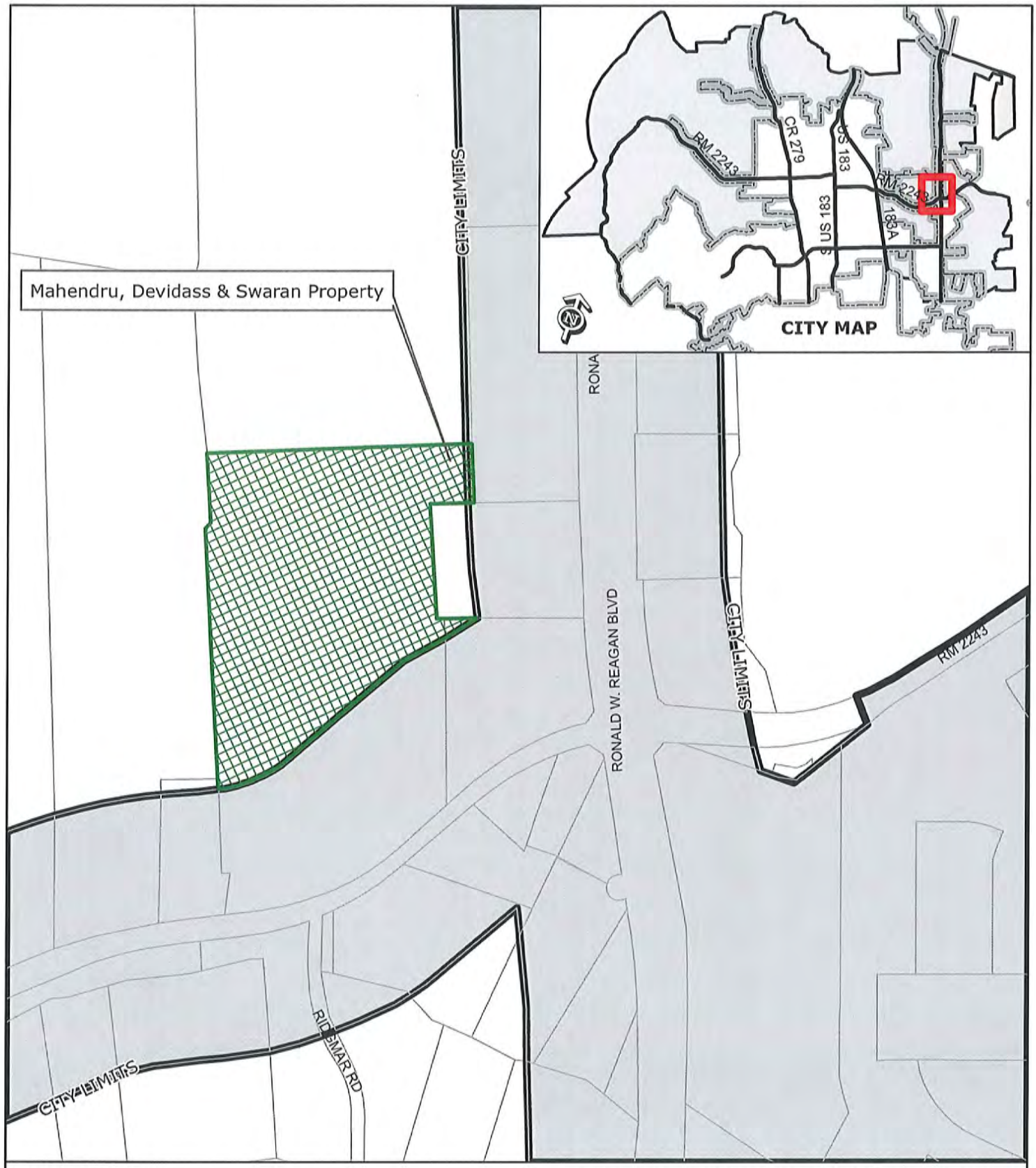


EXHIBIT A

Mahendru, Devidass & Swaran Property

Mahendru, Devidass & Swaran

City Limits

PROPERTY DESCRIPTION - R054292 & R442210

23.044 acres out of AW0006 E. D. Harmon Survey, Williamson County Texas, said property being more particularly described in Instrument #2003078726 filed in the Official Public Records of Williamson County, Texas.

0 200 400

Feet

E

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber land;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals), buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (including a new, remodel or expansion of a single family residence) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations, as amended from time to time, shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and the City's building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence, remodels and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically

authorized herein.

(2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c) or 2(d).

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Daniel & Candelaria Miranda
8770 Ranch Road 2243
Leander, TX 78641-1623

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this 7 day of November, 2012.

City of Leander, Texas

Christopher Fielder, Mayor

Owner(s):

Daniel Miranda

Printed Name: Daniel Miranda

Candelaria Miranda

Printed Name: Candelaria Miranda

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Daniel Miranda, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7 day of November, 2012.

Kristen Windes
Notary Public - State of Texas

KRISTEN MARY WINDES
Notary Public, State of Texas
My Commission Expires
March 19, 2016

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Candelaria Miranda, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7 day of November, 2012.

Kristen Windes
Notary Public - State of Texas

KRISTEN MARY WINDES
Notary Public, State of Texas
My Commission Expires
March 19, 2016

OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

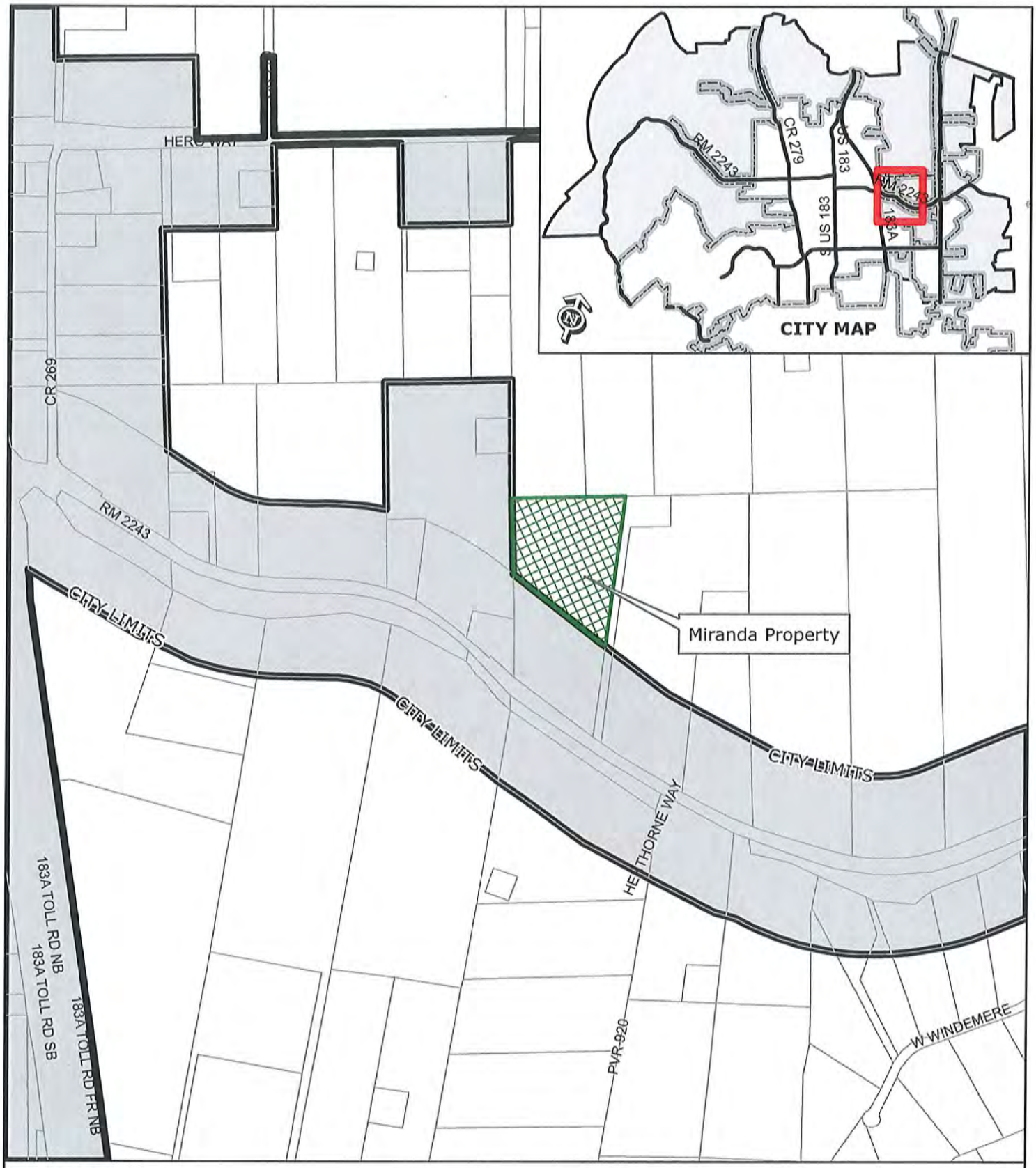


EXHIBIT A

Miranda Property

Miranda Property

City Limits

0 200 400 600

Feet

PROPERTY DESCRIPTION - R327095

9.939 acres out of AW0006 E. D. Harmon Survey, Williamson County Texas, said property being more particularly described in Instrument #1991009098 filed in the Official Public Records of Williamson County, Texas.

F

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber land;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals), buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (including a new, remodel or expansion of a single family residence) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations, as amended from time to time, shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and the City's building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence, remodels and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically

authorized herein.

(2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c) or 2(d).

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Edwin N Hudson
10513 Hudson Cir.
Austin, TX 78726-1023

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2012.

City of Leander, Texas

_____

Christopher Fielder, Mayor

Owner(s):

Edwin N. Hudson

Printed Name: Edwin N. Hudson

_____

Printed Name: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Edwin H. Hudson Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16th day of November, 2012.

Ellen Pizalate
Notary Public - State of Texas

ELLEN PIZALATE
MY COMMISSION EXPIRES
September 20, 2014

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

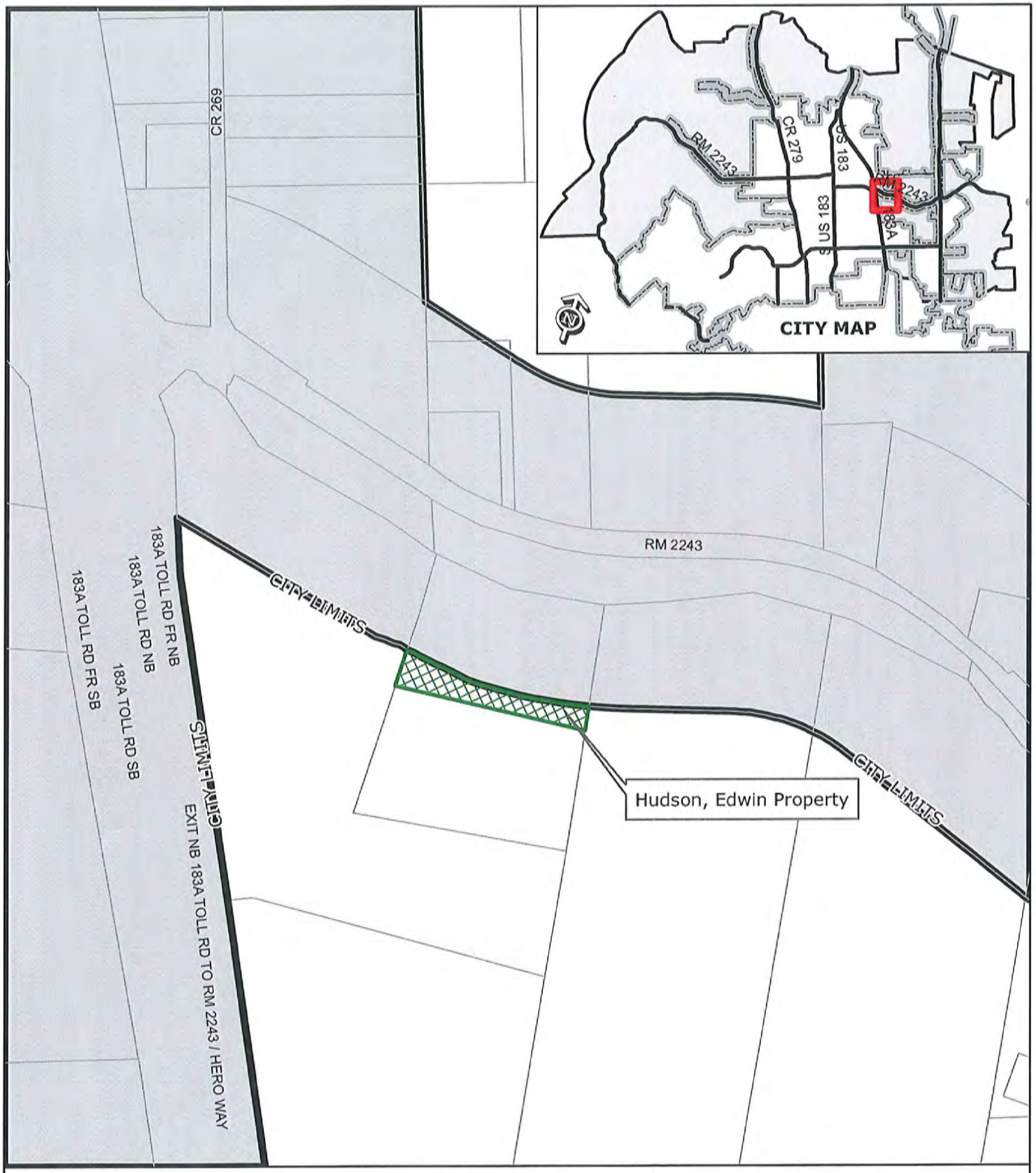


EXHIBIT A

Hudson, Edwin Property

Hudson, Edwin Property

City Limits

0 200 400 600

Feet

PROPERTY DESCRIPTION - R031365

2.08 acres out of AW0006 E. D. Harmon Survey, Williamson County Texas, said property being more particularly described in Instrument #1993054093 filed in the Official Public Records of Williamson County, Texas.

G

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber land;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals), buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (including a new, remodel or expansion of a single family residence) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations, as amended from time to time, shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and the City's building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence, remodels and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically

authorized herein.

(2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c) or 2(d).

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Michael N. Hudson
8670 183A Toll Rd
Leander, TX 78641-1521

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2012.

City of Leander, Texas

_____
Christopher Fielder, Mayor

Owner(s):

Michael Hudson
Printed Name: Michael Hudson

_____
Printed Name: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Michael Hudson Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16th day of November, 2012.

Ellen Pizalate
Notary Public - State of Texas

ELLEN PIZALATE
MY COMMISSION EXPIRES
September 20, 2014

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

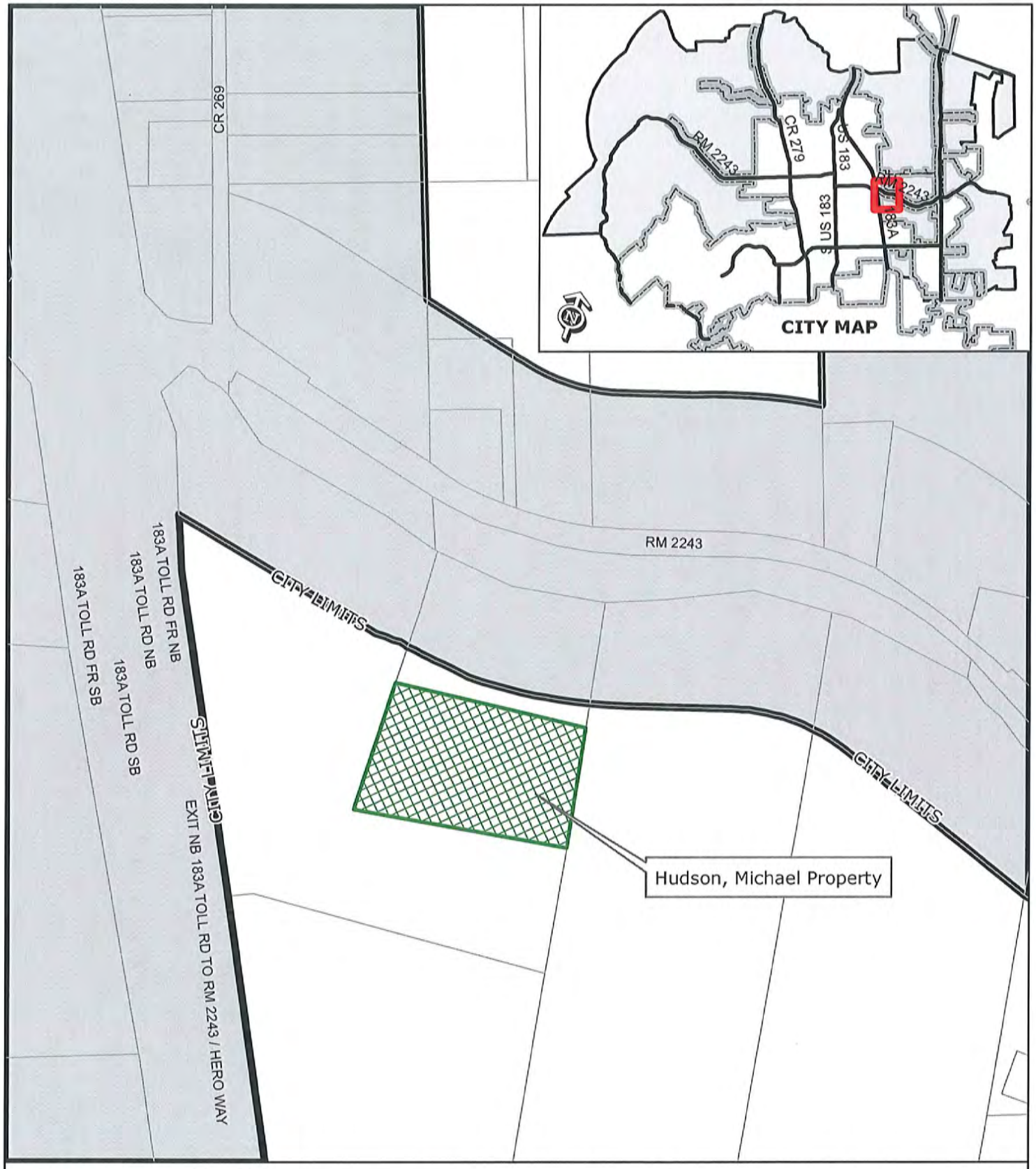


EXHIBIT A

Hudson, Michael Property

Hudson, Michael Property

City Limits

0 200 400 600

Feet

PROPERTY DESCRIPTION - R330897

5.98 acres out of AW0006 E. D. Harmon Survey, Williamson County Texas, said property being more particularly described in Instrument #1993054094 filed in the Official Public Records of Williamson County, Texas.

H

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber land;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals), buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (including a new, remodel or expansion of a single family residence) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations, as amended from time to time, shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and the City's building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence, remodels and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically

authorized herein.

(2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c) or 2(d).

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Mary Frances Roberts
Box 59
Damascus, Maryland 20872

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated. Included in the permitted conveyances is the conveyance of the Property to a partnership and the general partner of the partnership.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2012.

City of Leander, Texas

_____
Christopher Fielder, Mayor

Owner(s):

Mary F. Burleson Roberts
Printed Name: Mary F. Burleson Roberts

_____
Printed Name: _____

STATE OF TEXAS Maryland §
COUNTY OF Montgomery §

BEFORE ME the undersigned authority on this day personally appeared Mary F. Burleson Roberts, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11 day of December, 2012.

Joyce W. Rhodes
Notary Public
Montgomery County, MD

Notary Public - State of Texas Maryland
My Comm. Exp. 2-20-14

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

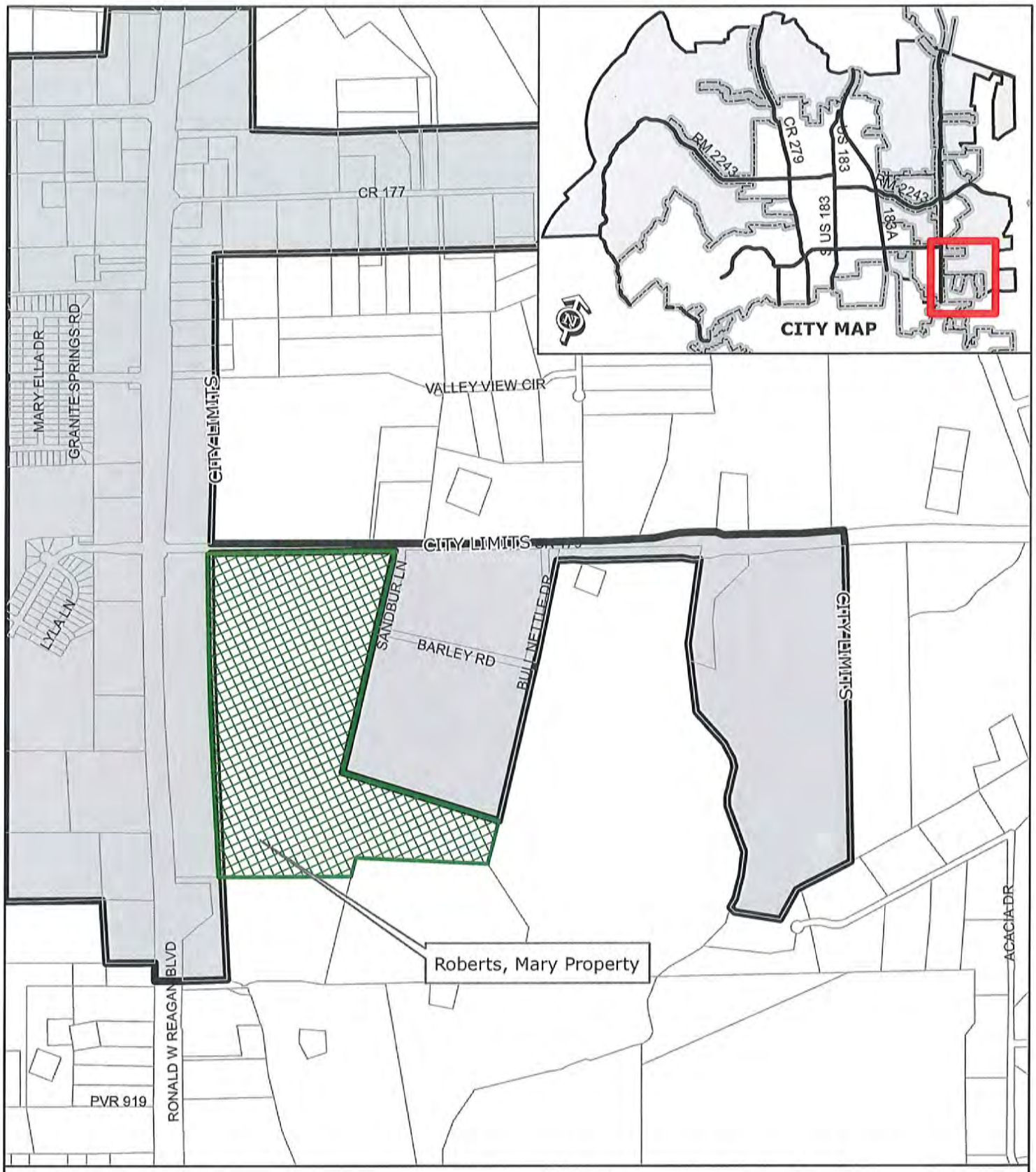


EXHIBIT A

Roberts, Mary Property

Roberts, Mary

City Limits

0 200400

Feet

PROPERTY DESCRIPTION - R031575

85.68 acres out of AW0122 Anastasia Carr Survey, Abstract 122, Williamson County Texas, said property being more particularly described in Instrument #19779301DR filed in the Official Public Records of Williamson County, Texas.

I

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber land;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals), buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (including a new, remodel or expansion of a single family residence) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations, as amended from time to time, shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and the City's building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence, remodels and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically

authorized herein.

(2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c) or 2(d).

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Mary Frances Roberts
Box 59
Damascus, Maryland 20872

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated. Included in the permitted conveyances is the conveyance of the Property to a partnership and the general partner of the partnership.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2012.

City of Leander, Texas

_____
Christopher Fielder, Mayor

Owner(s):

Mary F. Burleson Roberts
Printed Name: Mary F. Burleson Roberts

The Estate of Roger Aaron Burleson, Sr.
Printed Name: The Estate of Roger A. Burleson, Sr.
Mary F. Burleson Roberts
Independent Executor

STATE OF ~~TEXAS~~ Maryland §
COUNTY OF Montgomery §

BEFORE ME the undersigned authority on this day personally appeared Mary E Burleson Robinson Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11 day of December, 2012.

Joyce W. Rhodes
Notary Public - State of Texas Maryland
Exp. 7-10-14

Joyce W. Rhodes Notary Public Montgomery County, MD

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

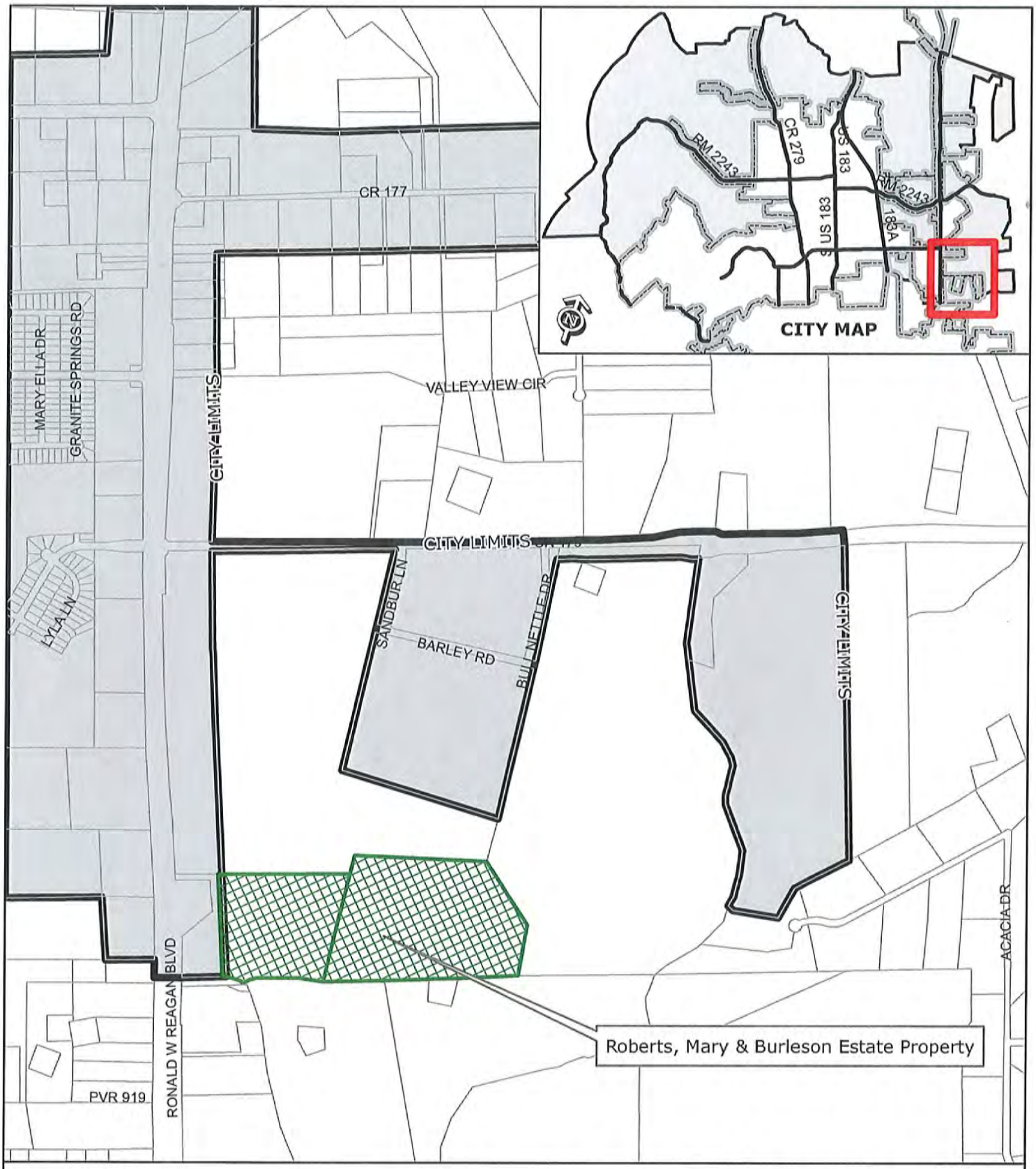


EXHIBIT A

Roberts, Mary & Burleson Estate Property

0 200400
Feet

PROPERTY DESCRIPTION - R392187 & R392188

51.436 acres out of AW0122 Anastasia Carr Survey, Abstract 122, Williamson County Texas.

Roberts & Burleson Estate

City Limits

J

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber land;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals), buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (including a new, remodel or expansion of a single family residence) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations, as amended from time to time, shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and the City's building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence, remodels and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically

authorized herein.

(2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c) or 2(d).

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Mary Frances Roberts
Box 59
Damascus, Maryland 20872

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated. Included in the permitted conveyances is the conveyance of the Property to a partnership and the general partner of the partnership.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2012.

City of Leander, Texas

_____
Christopher Fielder, Mayor

Owner(s):

Roger A. Burleson, Sr. Estate
Printed Name: Roger A. Burleson Estate

Mary F. Burleson Roberts, Independent Executor
Printed Name: Mary F. Burleson Roberts
Independent Executor

STATE OF ~~TEXAS~~ Maryland §
COUNTY OF Montgomery §

BEFORE ME the undersigned authority on this day personally appeared Mary F. Berkeley Roberts, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11 day of December, 2012.

Joyce W. Rhodes
Notary Public - State of Texas Maryland
Exp. 7-20-14

Joyce W. Rhodes
Notary Public
Montgomery County, MD

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

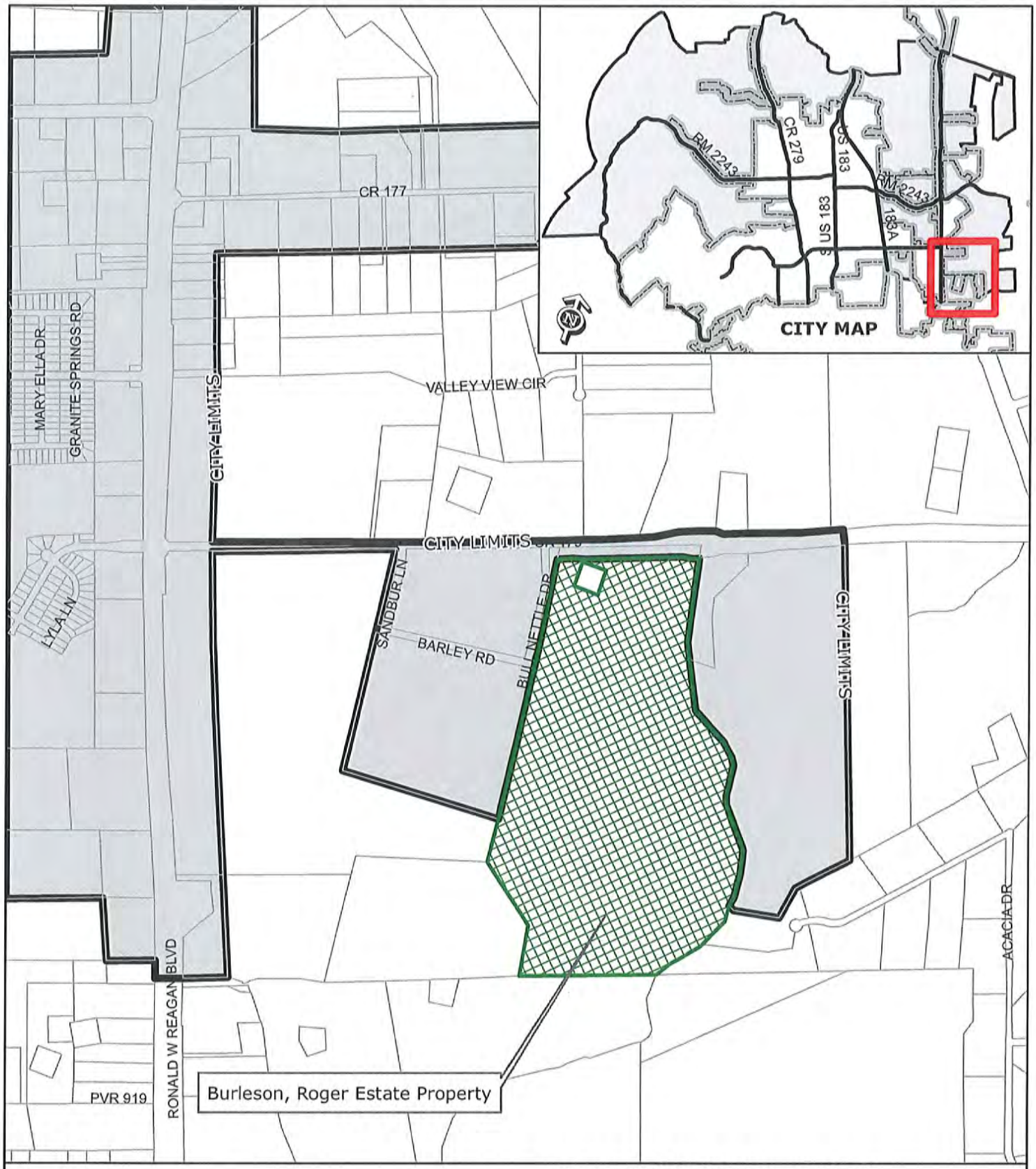


EXHIBIT A

Burleson, Roger Estate Property

0 200400
Feet

PROPERTY DESCRIPTION - R031534

125.38 acres out of AW0122 Anastasia Carr Survey, Abstract 122, Williamson County Texas; save and except areas already in the City Limits.

Burleson, Roger Estate

City Limits

K

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber land;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals), buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (including a new, remodel or expansion of a single family residence) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations, as amended from time to time, shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and the City's building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence, remodels and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically

authorized herein.

(2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c) or 2(d).

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

303 County Road 179
Leander, TX 78641

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2012.

City of Leander, Texas

_____

Christopher Fielder, Mayor

Owner(s):

Tami Ramaker

Printed Name: Tami Ramaker

_____

Printed Name: _____

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Tamara Lynn Ramaker, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of December, 2012.

Ellen Pizalate
Notary Public - State of Texas

ELLEN PIZALATE
MY COMMISSION EXPIRES
September 20, 2014

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

EXHIBIT A

Ramaker Property

Ramaker Property

City Limits

0 200 400 600

Feet

PROPERTY DESCRIPTION - R031571

29.3106 acres out of AW0122 Carr, Anastasia Survey, Williamson County Texas, said property being more particularly described in Instrument #2012071600 filed in the Official Public Records of Williamson County, Texas.

L

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber land;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals), buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (including a new, remodel or expansion of a single family residence) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations, as amended from time to time, shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and the City's building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence, remodels and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically

authorized herein.

(2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c) or 2(d).

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Cedar Park VFW #10427 Post
8760 FM 2243
Leander, TX 78641

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2012.

City of Leander, Texas

_____
Christopher Fielder, Mayor

Owner(s):

Michael T. Indra
Printed Name: MICHAEL T. INDRA

_____
Printed Name: _____

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME the undersigned authority on this day personally appeared MICHAEL T. INDRA, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14 day of NOVEMBER, 2012.

FERNANDO ROJAS
Notary Public
STATE OF TEXAS
My Comm. Exp. October 23, 2016

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

Notary Public - State of Texas

OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

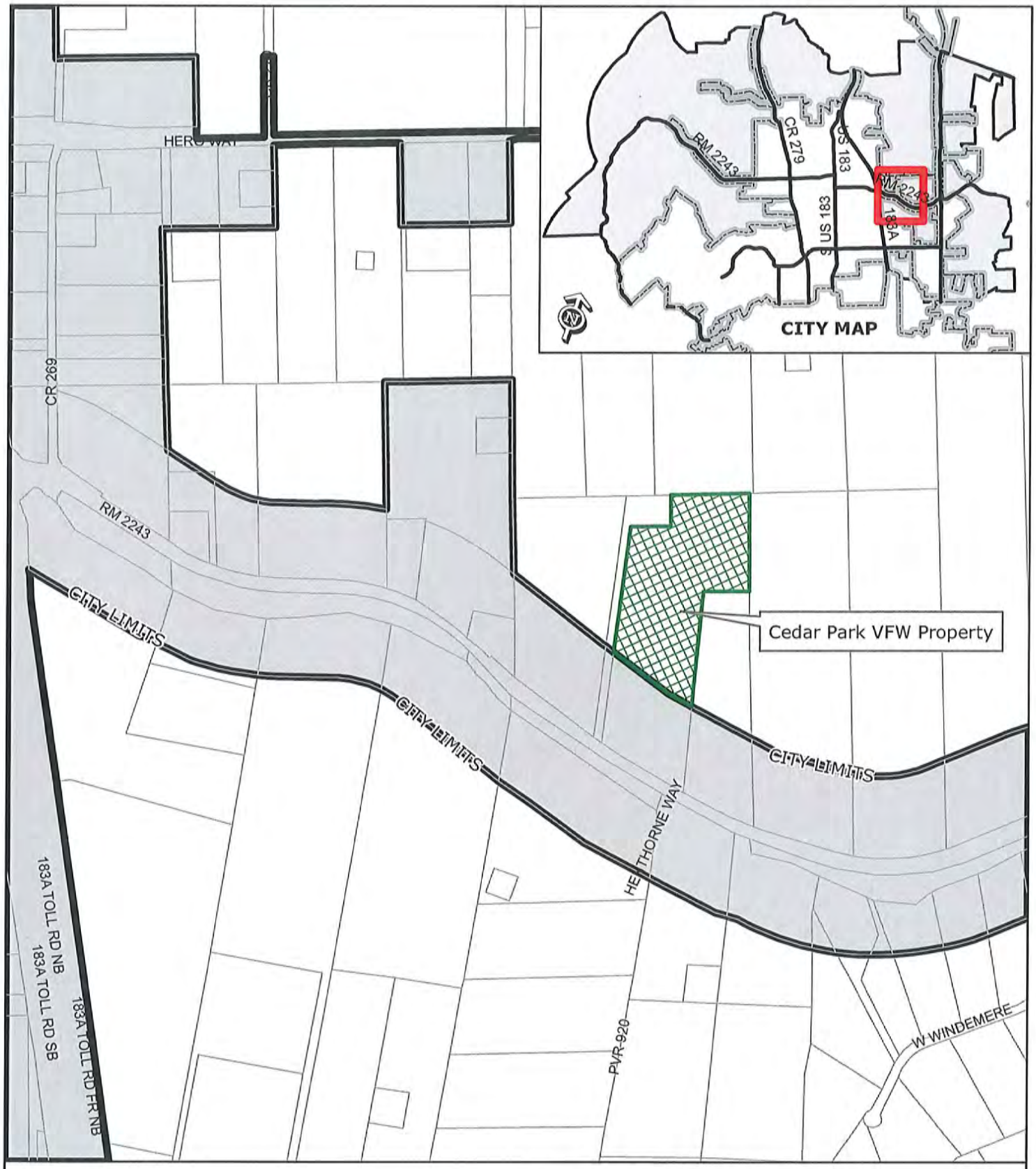


EXHIBIT A

Cedar Park VFW Property

Cedar Park VFW

City Limits

0 200 400 600

Feet

PROPERTY DESCRIPTION - R031314

13.8892 acres out of AW0006 E. D. Harmon Survey, Williamson County Texas, said property being more particularly described in Instrument #2000045331 filed in the Official Public Records of Williamson County, Texas.

M

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber land;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals), buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (including a new, remodel or expansion of a single family residence) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations, as amended from time to time, shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and the City's building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence, remodels and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically

authorized herein.

(2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c) or 2(d).

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Subramanian LTD
2207 S. Clear Creek Rd
Suite 302
Killeen TX 76549

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2012.

City of Leander, Texas

_____

Christopher Fielder, Mayor

Owner(s):

Mani Subramanian

Printed Name: MANI SUBRAMANIAN

President, SUBRAMANIAN LTD

_____

Printed Name: _____

STATE OF TEXAS §
COUNTY OF Bell §

BEFORE ME the undersigned authority on this day personally appeared Dr. Subramanian Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14 day of November, 2012.

D. Murgia
Notary Public - State of Texas

DEENA MARIE MURGIA
My Commission Expires
October 3, 2016

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2012.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

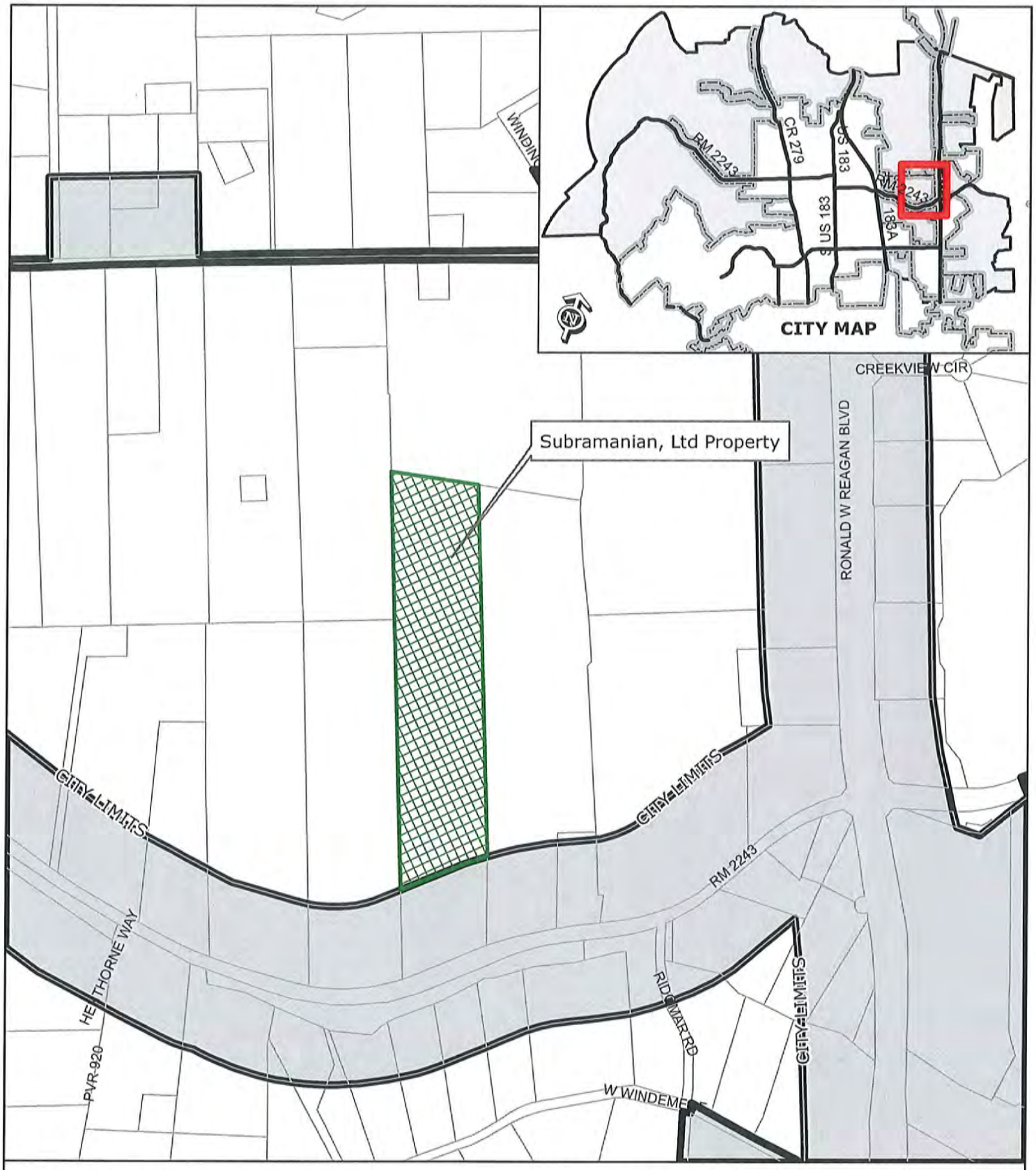


EXHIBIT A

Subramanian, Ltd Property

Subramanian, Ltd Property

City Limits

0 200 400 600

Feet

PROPERTY DESCRIPTION - R031339

26.898 acres out of AW0006 E. D. Harmon Survey, Williamson County Texas, said property being more particularly described in Instrument #2010043776 filed in the Official Public Records of Williamson County, Texas.

AGENDA ITEM # 20

Executive Summary

January 3, 2013

Council Agenda Subject: A Resolution of the City Council supporting the creation of and membership in a coalition of LCRA firm water supply customers.

Background: Given persistent drought conditions and the LCRA's recent emergency order request for 2013, the staffs of the City of Leander and other municipal firm water customers have recently discussed creating a more formal coalition to represent members and participate in future proceedings involving the LCRA's water management plans and emergency orders. Likely members include the cities of Cedar Park, Pflugerville, Burnet, Lakeway (MUD), Marble Falls, and Travis County WCID #17, plus others. The City of Austin is also involved, but will likely continue to participate in an advisory role with the coalition. The attached Fraser-Watson letter to the LCRA provides further background information. Future coalition efforts and associated expenses will be presented to Council for consideration.

Origination: Pat Womack, Public Works Director

Financial Consideration: To be determined

Recommendation: Approval

Attachments: Resolution, Fraser-Watson LCRA Letter

Prepared by: Pat Womack, Public Works Director

DRAFT

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS SUPPORTING THE CREATION OF AND MEMBERSHIP IN A COALITION OF LCRA FIRM WATER SUPPLY CUSTOMERS

WHEREAS, The City Council is concerned about low lake levels due to the persistent drought in Central Texas; and the City of Leander and the Lower Colorado River Authority (LCRA) are parties to a water supply contract pursuant to which the City receives a firm supply of water from the LCRA;

WHEREAS, the City Council recognizes the City's interest in preserving a safe, reliable water supply, and acknowledges other entities share this common interest;

WHEREAS, the City Council supports the creation of a coalition of LCRA firm water supply customers for the purposes of participating in proceedings involving the LCRA Water Management Plan and in other matters related to the preservation of a safe and reliable water supply in the Colorado River Basin.

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

The City Council hereby commits to support the creation of and agrees to be an active member in a coalition of LCRA firm water supply customers formed for the purposes described in this Resolution. The Council designates the City Manager, or his appointee, as its duly authorized representative at all meetings of the coalition.

The City Manager is hereby authorized and directed to take the following actions: (1) prepare the documents necessary to create a legal entity to represent the interests of all members of the coalition; (2) prepare a draft budget for the estimated costs of the coalition's activities including each coalition member's financial contribution to the coalition's efforts, and (3) prepare such other documents as may be necessary in order to give full force and effect to the activities of the coalition. The City Council further directs that the necessary documents be presented to the City Council for consideration and approval as soon as practicable.

This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 3rd day of January, 2013 at a Meeting of the City Council of the City of Leander, Texas.

CITY OF LEANDER

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary

The Senate of
The State of Texas
Austin, Texas 78711

December 11, 2012

Timothy Timmerman, Chairman
Members of the LCRA Board of Directors
P. O. Box 220
Austin, TX 78767

Chairman Timmerman and Members of the LCRA Board:

We ask that the LCRA rescind its imprudent decision made on November 14, 2012. We ask that you timely seek relief from the Texas Commission on Environmental Quality (TCEQ) to protect the basic water needs of firm water customers. In light of the ever-worsening drought, the very least that could be considered acceptable would be a repeat of the *same* Emergency Order sought and approved by TCEQ last year.

Despite the dire circumstances, the resolution approved by a divided LCRA Board on November 14 sets a cut-off trigger for interruptible supplies so low that it essentially provides a *guarantee* of a large release from depleted reservoirs not expected to recover any time soon. This unacceptable action places a very high risk on municipal usage due to interruptible supplies. LCRA's request to TCEQ ignores the condition in LCRA's permits for Lakes Travis and Buchanan which requires that interruptible supplies be curtailed to the extent necessary that all firm demands be satisfied. LCRA's duty to firm customers is unmistakably clear and yet inexplicably ignored. Plain *common sense* demands that water be managed in the manner that protects the water demands of firm customers.

Why would a water provider risk the water supply for over a million people to support flood-based farming by a few hundred irrigators during a drought so extreme that the lake inflows for the past five years are worse than during the epic drought of the fifties? Good judgment must prevail.

The already low Highland Lakes have been steadily falling for several months with no forecasted relief in sight. This is no surprise. Parts of the upper basin saw no rainfall in November for the first time since 1897. As for recorded inflows, a multi-year analysis shows the past five years have been far worse than the inflows recorded during the drought of the fifties. Forecasts indicate continued drought for 2013, furthering the multi-year decline of storage. If the extremely dry multi-year trend extends to 2014 and 2015, the results of a large interruptible release in 2013 will be truly disastrous.

In its application to TCEQ, LCRA staff generally did a good job of describing the extremely serious emergency situation that exists. An appropriate request for any meaningful or effective relief in response to the emergency is entirely lacking, however. LCRA improperly proposes only a modest decrease in the amount available to irrigators under the out-dated "2010" Water Management Plan.

Water is essential for life—especially for a population of over a million people. Food is essential as well—however, *flood-based rice farming in Texas in the midst of a devastating drought* is not essential to our nation's food supply. And, in some cases, downstream farmers have other options, including crop insurance, groundwater, and growing more water efficient crops.

We see no reason to further delay doing the right thing. The Emergency Order as adopted by TCEQ last year is based on contingencies. LCRA doesn't have to guess *exactly* what will happen with the weather or how the lakes will respond. If the weather continues dry and lakes keep falling, the Emergency Order works to protect firm supplies. If the weather gets wetter and produces good inflows, then it supplies water to irrigators. So there's no further purpose in taking a "wait and see" attitude. LCRA knows enough about the potential for another very bad year for lake inflows to set up the same contingencies as last year.

We also strongly caution LCRA from trying to "improve" on last year's Emergency Order, for example, by adding second crop provisions, such as in LCRA's current submittal. We find it both unnecessary and disturbing that the LCRA Board would submit a proposal reportedly based on the earlier submitted 2012 Water Management Plan revisions, but attempt instead to modify key aspects of the 2012 WMP submittal by allowing for a carry-over from first to second crop and pushing down the trigger for second crop cut-off. We ask LCRA to keep their request clean of such highly controversial and potentially precedent setting devices and simply submit what was submitted last year. Otherwise LCRA can expect to face challenges at TCEQ. We would add that the 2012 WMP curtailment triggers are not intended or designed to operate as emergency drought relief.

Last year's order has an 850,000 acre-feet combined storage trigger for cut-off of interruptible stored water supply and only a March 1 determination date. Modifying last year's submittal to add additional determination dates simply increases the potential for impairment of firm water supplies and is also unacceptable.

We further request that results of any model runs done by LCRA concerning future projections based on various scenarios be made available to us and the public *immediately* upon development of such information. Keeping model run results confidential and disclosing them only after decisions have been made by LCRA deprives LCRA customers and the public of critical information for decision making. This is fundamental to the kind of transparency we believe is required of a public entity.

Firm customers would like to think that LCRA will make the right decisions without constant vigilance to assure that their precious supplies are not sold down the river to interruptible customers for pennies on the dollar. LCRA has to do more than just request the right relief now to develop any trust and confidence that LCRA will fulfill its most basic obligations. LCRA faces many more milestones in the coming months and years and those firm customers who depend on LCRA for water supply would like to know that LCRA will *unfailingly* fulfill all of its obligations.

Sincerely,

Chairman Troy Fraser

Senator Kirk Watson

Cc: Becky Motal, General Manager

Executive Summary

December 17, 2012

Agenda Subject: Accept FEMA/Homeland Security Grant - SAFER Grant

Background: Leander Fire Department applied for and was selected to receive a grant in the amount of $411, 717. This grant is being awarded to hire 3 firefighters. The amount of the grant will provide for pay and benefits for the 3 firefighter positions for two years. The City of Leander must be maintained the employees at least the third year following the grant accepted.

Staff has reviewed the grant agreement and agrees with the terms of the grant. The fire department is familiar with the reporting system that is a requirement of the grant from our previous use of the system from the SAFER grant that ended this past year.

There would be no impact to the 2012-2013 budget year from accepting this grant.

Origination: Bill Gardner, Fire Chief

Recommendation: Staff recommends the acceptance of the grant.

Attachments: SAFER Grant Award

Prepared by: Bill Gardner, Fire Chief

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

GRANT NOTIFICATION

To: **Members of Congress - State of Texas**

From: **U. S. Department of Homeland Security**
Federal Emergency Management Agency

Subject: **Fiscal Year 2012 Assistance to Firefighters Grant (AFG) Program Award-SAFER**

Date: **12/12/2012**

Comments:

This facsimile serves as Notification for a grant award(s) being made by the Federal Emergency Management Agency (FEMA) in cooperation with the U.S. Fire Administration. The award is part of round 6 of the Fiscal Year 2012 Assistance to Firefighters Grant (AFG) Program - Staffing for Adequate Fire and Emergency Response (SAFER) announcements. Funds under the SAFER program are intended to support the hiring of firefighters and the recruitment and retention of volunteer firefighters. Grant recipients will receive this information on Friday of this week. This information is not embargoed and may be released immediately.

Additionally, a list of awards planned in your state, including recipient contact information, is attached. Grant recipients can visit the following website for information http://www.fema.gov/firegrants or call the toll free help line at 866-274-0960.

If you have any questions on the FY 2012 Assistance to Firefighters Grant Program, please contact: Chris Rizzuto (202-786-9450), or Laura Cirillo (202-447-5380), or Jerald Harper (202-447-0458)

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Mr. Bill Gardner
Leander Fire Department
PO Box 319
Leander, Texas 78646-0319

Re: Grant No.EMW-2012-FH-00246

Dear Mr. Gardner:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2012 Staffing for Adequate Fire and Emergency Response (SAFER) grants has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to $411,717.00. The Federal share is $411,717.00 of the approved amount and your share of the costs is $0.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the grant and Grant Agreement Articles when you formally receive the award through the AFG online system.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval, via an amendment request, from FEMA.

Once your period of performance has begun, and if your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the process to request your grant funds, please call 1-866-274-0960.

Sincerely,

Timothy W. Manning
Deputy Administrator for National Preparedness and Protection

Agreement Articles

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE - Hiring program

GRANTEE: Leander Fire Department

PROGRAM: Staffing for Adequate Fire and Emergency Response (SAFER) - Hiring

AGREEMENT NUMBER: EMW-2012-FH-00246

AMENDMENT NUMBER:

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Article I - Project Description

The purpose of the Staffing for Adequate Fire and Emergency Response program is to provide funding directly to fire departments and volunteer firefighter interest organizations in order to help them increase or maintain the number of trained, "front line" firefighters available in their communities.

After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the program's purpose and worthy of award. The grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via an amendment request, from FEMA.

Article II - Grantee Concurrence

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the

documents identified below. Grantees agree that they will use the funds provided through the Fiscal Year 2012 Staffing for Adequate Fire and Emergency Response grant in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2012 Staffing for Adequate Fire and Emergency Response program guidance. All documents submitted as part of the original grant application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from **03-MAR-13 to 02-MAR-15.**

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for Award attached to these articles. Following are the budgeted estimates for object classes for this grant (including Federal share plus applicable grantee match):

Personnel:	$274,332.00
Fringe Benefits	$137,385.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$0.00
Other	$0.00
Indirect Charges	$0.00
Total	$411,717.00

NEGOTIATION COMMENTS IF APPLICABLE (max 4000 characters)

Article V - Financial Guidelines

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

Article VI - Prohibition on Using Federal Funds

The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article VII - GPD Allocations

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Staffing for Adequate Fire and Emergency Response Program Guidance.

Article VIII - Financial Reporting

Recipients of a SAFER grant will be required to submit a semi-annual Federal Financial Report (FFR) via the automated system on the Standard Form 425 (SF-425). The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR, to be submitted using the online e-grant system, will be due semi-annually based on the calendar year beginning with the period after the award is made. Grant recipients will be required to submit an FFR throughout the entire period of performance of the grant.

The reporting periods for the FFR are January 1 through June 30 (report due by July 31), and July 1 through December 31 (report due by January 30).

At the end of the grant's period of performance, all grantees are required to produce a final report on how the grant funding was used and the benefits realized from the award. Grantees must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

Article IX - FEMA Officials

Program Officer: The Program Specialist is responsible for the technical and programmatic monitoring of the stages of work and performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant please call the AFG help desk at 866-274-0960 to be directed to a specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

Grants Management Division POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

Article X - Central Contractor Registration (CCR)

Recipients of an AFG grant are required Central Contractor Registration (CCR) in the SAM.gov system. Active registration in the Central Contractor Registry ensures grantees are compliant with Federal regulations under Federal Financial Accountability and Transparency Act (FFATA). CCR registration is free, and may take up to 5 to 10 business days to process. For help with registering in the CCR, please visit SAM.gov for more information.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 4000 characters)

As a special condition for award the awardee must agree to put a formal policy in place to ensure that firefighters in positions filled under the SAFER grants are not discriminated against for, or prohibited from, engaging in

volunteer firefighting activities in another jurisdiction during off-duty hours.

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Francisco Bernal, Francisco.Bernal1@dhs.gov.

Executive Summary

January 3, 2013

Council Agenda Subject: Consideration of Cost Sharing Agreement for Signal Improvements

Background: The attached Cost Sharing Agreement for Signal Improvements is an Interlocal agreement between the Leander Independent School District (LISD) and the City of Leander for the sharing of the design and construction costs of the proposed Pedestrian Hybrid Beacon Project. The purpose of the project is to install a pedestrian initiated, signalized pedestrian crossing and associated sidewalks, curb ramps, signage, pavement markings, etc., for Bagdad Road located approximately 130 feet north of the Leander High School bus entrance/exit. Upon completion, the project will provide an opportunity for safe, mid-block pedestrian crossings of Bagdad Road between Osage Drive and Kettering Drive. LISD and the City will equally share the costs of the project as per the terms of the agreement.

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

Financial Consideration: Up to $88,000.00; General Fund reserves carry-forward from FY12 (GL# 01-21-8338) with 50/50 cost sharing between LISD and City of Leander

Recommendation: Staff recommends approval of the Cost Sharing Agreement for Signal Improvements.

Attachments: Cost Sharing Agreement for Signal Improvements

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

COUNTY OF WILLIAMSON §
§
STATE OF TEXAS §

COST SHARING AGREEMENT FOR SIGNAL IMPROVEMENTS

This Cost Sharing Agreement for Signal Improvements (this "Agreement") is made by and between the **City of Leander**, a Texas home-rule municipal corporation (the "City"), and the **Leander Independent School District** (the "LISD") as of the _____ day of _____, 2013 (the "Effective Date"). The City and the LISD are sometimes referred to herein jointly as the "Parties"

Whereas, the Parties wish to provide for the construction of a hybrid pedestrian traffic signal and to share the cost of design and construction of said signal;

NOW, THEREFORE, pursuant to *Chapt. 791, Tex. Gov't. Code,* and as otherwise authorized and permitted by the City Charter and the laws of the State of Texas, for and in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the LISD and the City do hereby agree as follows:

Section 1. Design and Construction of Transportation Improvements.

(a) The City and the LISD shall share equally the cost of designing and constructing a hybrid predestrian traffic signal to be located on Bagdad Road, Leander, Texas, approximately 130 feet north of the the Leander High School bus entrance/exit.

(b) The City has caused for the design of and for the preparation of construction plans for the Signal by a licensed engineer. The cost of the design and construction plans is $18,000.00 (the "Design Costs").

(c) The City shall cause the Signal to be constructed in accordance with the approved construction plans, applicable City regulations, and good engineering practices and shall administer the Project. The City will determine when the Project has been completed, and upon completion as determined by the City, the City will accept the Signal and shall be responsible for its maintenance and operation.

Section 2. Construction Costs. The Construction Costs for the Signal shall be the reasonable and approved total cost of competitively bidding and constructing the Signal based on the sum of the following:

(a) The hard construction costs, including change orders deemed necessary to construct the Signal as planned;
(b) Payment, performance, bid, and maintenance bonds for the Signal contract;
(c) Surveying costs;
(d) The cost of soils and materials testing;
(e) Engineering fees relating to the project overseeing the construction of the Signal;

(f) All advertising and other costs associated with public bidding and award of construction contracts, including preparation of construction documents and contracts; and

(g) Any other necessary and reasonable out-of-pocket costs expended by the City in connection with the Signal, including the cost of any necessary land and rights-of-way, and/or easements;

provided that all such sums and amounts shall be reasonable and necessary and documented.

Section 3. Cost Sharing.

(a) Design Costs. LISD shall pay the City one-half of the Design Costs (being $9,000.00) (the "Design Payment") in a form acceptable to the City within ten days of the effective date of this Agreement.

(b) Construction Phase.

(1) After completion of the construction plans for the Signal, the City Engineer will advertise the Signal for public bids in accordance with applicable law. The City shall provide the LISD with a copy of the bid notice and any other information for bidders once such notice and information is final.

(2) The City will provide the LISD with copies of the bids once they are opened. The contract for construction of the Signal shall be awarded to the lowest and best bidder based on any qualifications defined in the bid documents; provided that the City shall retain the discretion to reject any and all bids. In the event that the lowest and best bid exceeds $70,000, the City shall reject all bids and rebid the project one time. The City shall provide the LISD with a copy of the bid notice and any other information for bidders once such notice and information is final. If the lowest and best bid exceeds $70,000 as a result of the second bid, the City shall award the contract to the lowest and best bidder, subject to the City's discretion to reject any and all bids. Subject to the terms and conditions of this Agreement, the City shall cause the Signal to be constructed within the timeframes set forth in the construction contract for the Signal, subject to extensions as provided therein.

(3) If City staff intends to recommend to the City Council acceptance and approval of a bid for the Signal , the LISD shall deposit an amount equal to 50% of the bid (the "Construction Deposit") in an escrow account of the City upon the earlier to occur of: a) the 10th day following the date of notice from the City that City staff intends to recommend acceptance of a bid; or b) the day before the City Council meeting at which acceptance of the bid will be considered. The Construction Deposit will be used by the City solely for the Construction Costs for the Signal. Upon final completion and acceptance of the Signal, the LISD shall pay to the City within 10 days of notice of acceptance the remainder of its share of the amount due for the construction (including its share of any acceptable change orders), which share is fifty percent (50%) of the Construction Costs for the Signal.

(4) Any change orders that increase the contract by more than $5,000 (taking into account any previous change orders) shall require the consultation and consent of the LISD.

(5) The City shall have no obligation to let the contract for construction until it receives the 50% deposit from the LISD. If the City fails to proceed with the construction of the Signal, then it shall return the Design Payment and Construction Deposit paid by the LISD to the LISD, unless the City fails to proceed with the construction of the Signal due to LISD's failure to deposit the Construction Deposit with the City.

Section 4. Schedule for Completion of Construction. The Signal shall be completed not later than six (6) months after the effective date of this Agreement; provided, that to the extent the LISD is late in meeting any of its deadlines for performance under this Agreement, the six (6) month deadline for the completion of construction shall be extended for the number of days which is equal to the period(s) of time that the LISD is late and subject to the City's right to delay or terminate the Project as provided in this Agreement.

Section 5. Cooperation of Parties. The parties shall reasonably and in good faith cooperate to accomplish the terms of this Agreement.

Section 6. Breach, Default, and Remedy.

(a) If either party materially breaches its terms, such material breach shall be an event of default. In that event, the non-defaulting party to this Agreement may pursue the remedy of specific performance, in addition to any other available equitable or legal remedy.

(b) Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement and the non-defaulting party may pursue the remedies allowed under this Agreement.

(c) In the event that the LISD fails to pay the amounts due hereunder within ten (10) business days of notice by the City, the City may delay or terminate Project. In the alternative and at the City's sole election, the City may pay LISD's portion of the Construction Costs. LISD agrees to pay, within thirty (30) days of written demand LISD's portion of the Construction Costs that was paid by the City. .

Section 7. Force Majeure. The term "force majeure" as employed herein shall mean and refer to, without limitation, acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The

obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Section 8. Notices

(a) Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery, facsimile or electronic mail transmission, or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice by certified mail shall be deemed given three (3) days after being deposited with the United States Postal Service with sufficient postage affixed.

Any notice to the City shall be addressed:

City of Leander
P.O. Box 319
Leander, Texas 78646
Attn: City Manager
Email: kcagle@leandertx.gov

with copy to:

Paige H. Saenz
McKamie Krueger, LLP
223 West Anderson Lane, #A105
Austin, Texas 78752-1115
Facsimile: (512) 323-5773
Email: attorneys@cityattorneytexas.com

Any notice to the LISD shall be addressed:

Leander Independent School District
P.O. Box 218
Leander, TX 78646-0218
Attn: Superintendent
Email: bret.champion@leanderisd.org

with copy to:

Jimmy Disler
Leander I.S.D.
P.O. Box 218
Leander, TX 78646-0218
Email: jimmy.disler@leanderisd.org

(b) Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 9. Entire Agreement. This Agreement together with any exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter stated therein, and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof.

Section 10. Current Funds. The financial obligations of the parties under this agreement shall be paid from current funds.

Section 11. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie in Williamson County, Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect.

Section 12. Time of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 13. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the cities nor to create any legal rights or claims on behalf of any third party. Neither City nor LISD waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 14. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by both the City and LISD and authorized by their respective governing bodies.

Section 15. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

Section 16. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 17. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date first written above.

City of Leander, Texas	**Leander Independent School District**
_____	_____
Christopher Fielder, Mayor	Pamela Waggoner, President
Attest:	**Attest:**
_____	_____
Debbie Haile, City Secretary	Grace S. Barber-Jordan, M.Ed., Secretary

Executive Summary

January 3, 2013

Council Agenda Subject: Consideration of Adoption of Official City Map

Background: The Official City Map dated December 31, 2006, and attached as Exhibit A, was adopted by the City Council on February 1, 2007. As required by Section 41.001 of the Texas Local Government Code, the Official City Map has been immediately revised and annotated with the date and ordinance number of each change in municipal and extra territorial boundaries. The current Official City Map, dated October 19, 2012, and attached as Exhibit B, shows the boundary revisions, with the table in the lower left corner of the map denoting the dates and ordinance numbers of each change. As the area on the map used for annotating boundary changes is essentially full, staff prepared the proposed Official City Map, dated January 1, 2013, which is attached as Exhibit C. The adoption of this proposed Official City Map will allow continued annotation of anticipated boundary changes with minimal impact to the extents of the map.

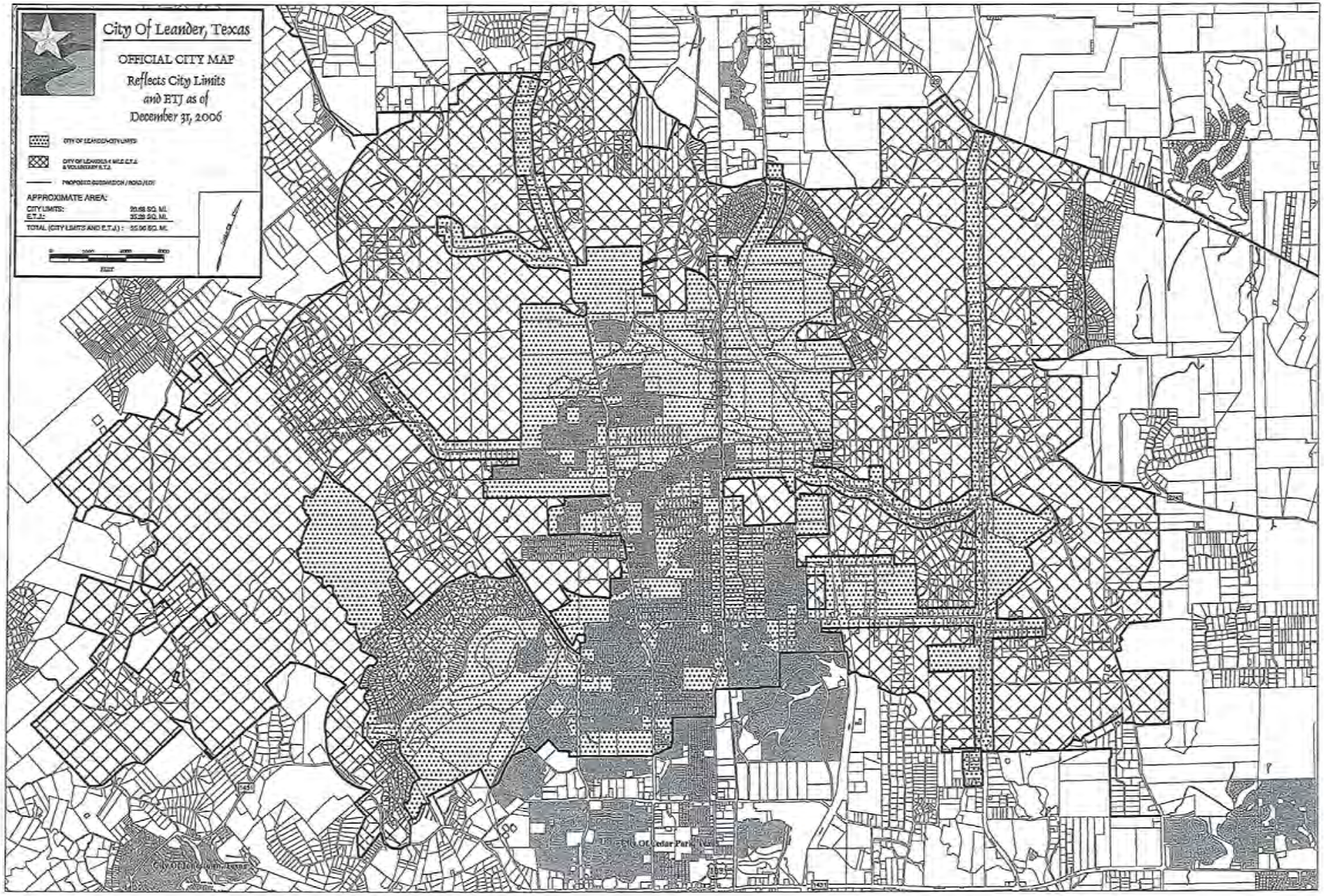
Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends adoption of Official City Map dated January 1, 2013, as presented in Exhibit C

Attachments: Exhibit A – Official City Map dated December 31, 2006; Exhibit B – Official City Map dated October 19, 2012; and Exhibit C – Official City Map dated January 1, 2013.

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


City Of Leander, Texas
OFFICIAL CITY MAP
Reflects City Limits
and ETJ as of
December 31, 2006
APPROXIMATE AREA:
CITY LIMITS:
E.T.J.:
TOTAL (CITY LIMITS AND E.T.J.) :
WILLIAMSON COUNTY
TRAVIS COUNTY
City Of Cedar Park, Texas
City Of Leander, Texas

ORDINANCE 2007025995
4 PGS

ORDINANCE 07-006-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ADOPTING AN OFFICIAL MAP FOR THE CITY; PROVIDING FOR MAINTENANCE AND FILING OF THE OFFICAL MAP; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Leander, Texas, a Texas home rule municipality, (herein the "City") has directed the City engineer to prepare a map indicating the boundaries of the City and the extraterritorial jurisdiction of the City;

WHEREAS, the City engineer reviewed the official records of the City including duly adopted resolutions and ordinances for annexing property into the city limits and the City's extraterritorial jurisdiction and has presented the City with a map reflecting the official boundaries of the City and the extra territorial boundaries based upon the official records of the City; and

4
$4P

WHEREAS, the map attached to this ordinance sets out the true, correct and official boundaries of the City and the City's extraterritorial jurisdiction.

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

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

Section 2. **Official Map**. The map attached hereto, marked and labeled Leander City Map, is hereby adopted as the official map of the City. The official map shall be maintained in the office of the City Secretary. The map may be amended and corrected from time to time by the City Council. The City limits and extraterritorial jurisdiction indicated upon said map are hereby declared to be the official City limits and extraterritorial jurisdiction for the City of Leander. All property shown on the official map as within the City limits is hereby declared to be within the City limits of the City of Leander. The City Secretary shall record the official map among the records of Williamson County and Travis County.

Section 3. **Boundary Changes**. All boundary changes after the effective date of this ordinance shall be reflected on the official map upon completion of the annexation, extension of extraterritorial jurisdiction, or other change in the boundaries of the City and the City's extraterritorial jurisdiction. The official map shall be annotated to indicate:

(a) the date of the boundary change;
(b) the number of the ordinance or resolution, if any, by which the change was made; and
(c) a reference to the minutes or ordinances records or resolution records in which the ordinance or resolution is recorded in full.

Section 4. **Effective Date**. This Ordinance shall be in force and effect from and after its passage on the date shown below.

PASSED AND APPROVED this the 1st day of February, 2007.

ATTEST:

Debbie Haile

Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

John D. Cowman

John D. Cowman, Mayor

Return:
Debbie Haile
PO Box 319
Leander, TX 78646-0319

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Feb 13 02:45 PM 2007025995

RANEYJ $28.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

US 183
N US 183
E SOUTH ST RM 2243
S US 183
S BAGDAD RD
N BAGDAD RD
CR 279
OLD 2243 WEST

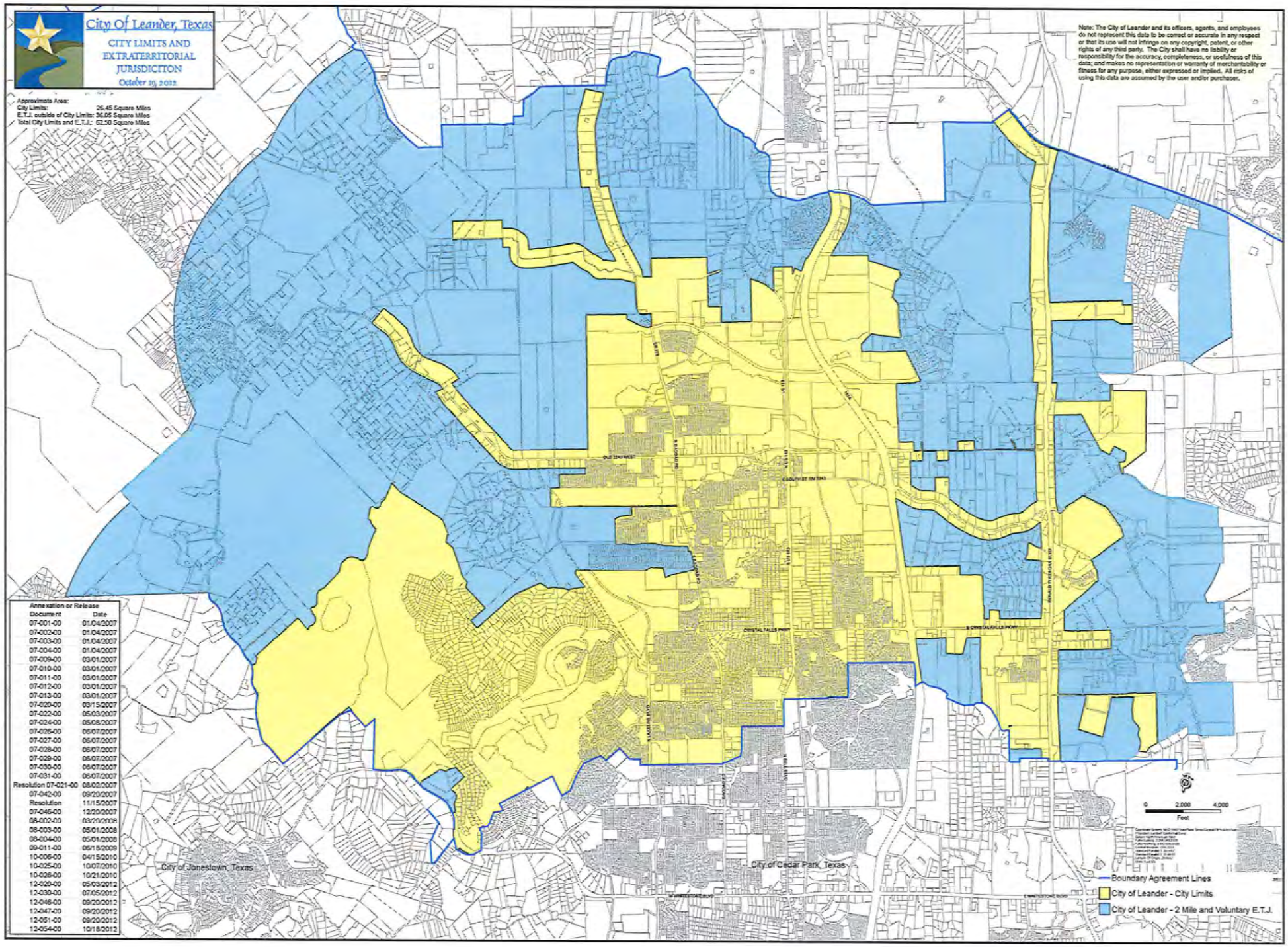
City Of Leander, Texas

CITY LIMITS AND EXTRATERRITORIAL JURISDICITON

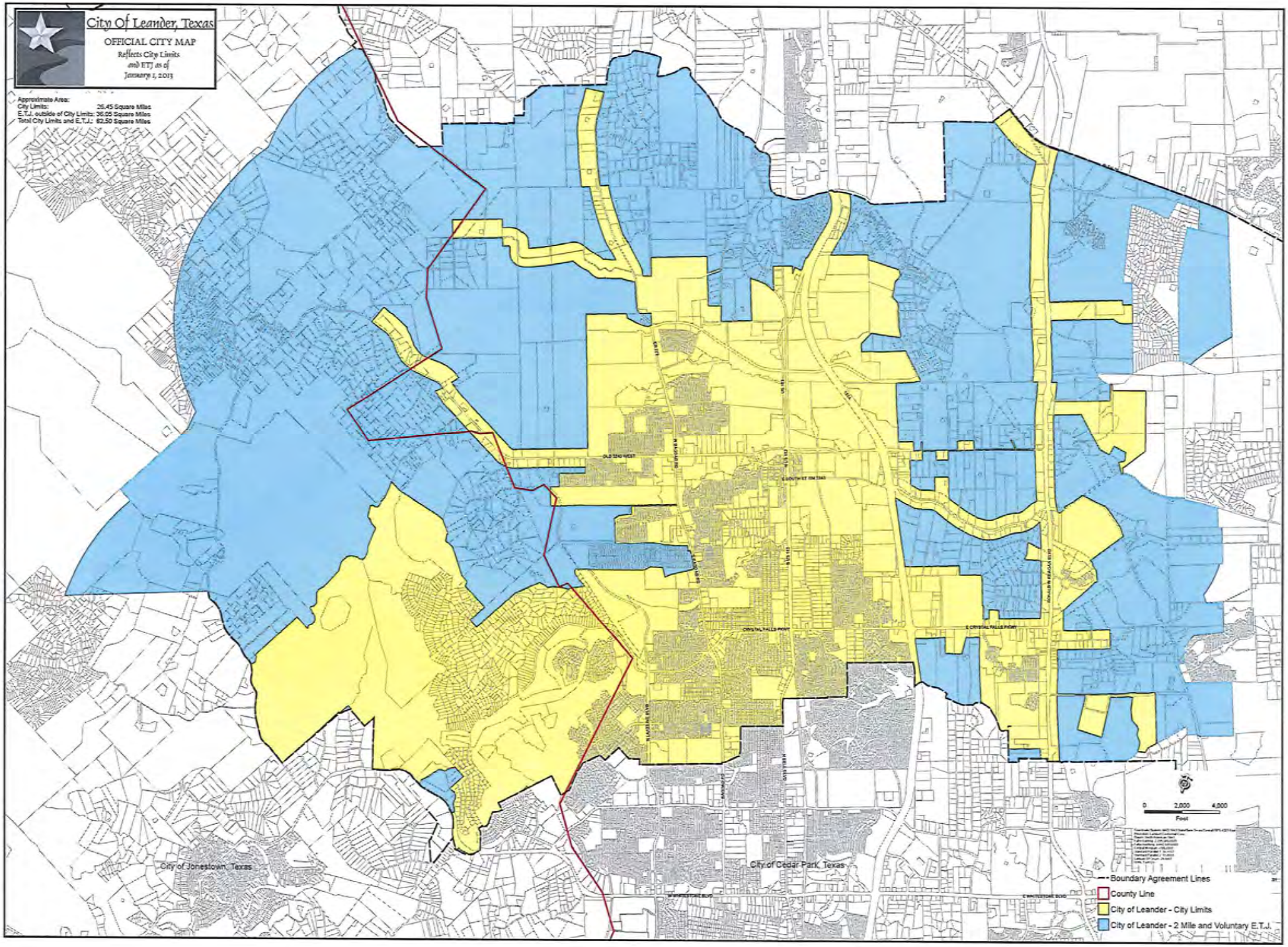
October 19, 2012

Approximate Area:
City Limits: 26.45 Square Miles
E.T.J. outside of City Limits: 36.05 Square Miles
Total City Limits and E.T.J.: 62.50 Square Miles

Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.



Annexation or Release	
Document	Date
07-001-00	01/04/2007
07-002-00	01/04/2007
07-003-00	01/04/2007
07-004-00	01/04/2007
07-009-00	03/01/2007
07-010-00	03/01/2007
07-011-00	03/01/2007
07-012-00	03/01/2007
07-013-00	03/01/2007
07-020-00	03/15/2007
07-022-00	05/03/2007
07-024-00	05/08/2007
07-026-00	06/07/2007
07-027-00	06/07/2007
07-028-00	06/07/2007
07-029-00	06/07/2007
07-030-00	06/07/2007
07-031-00	06/07/2007
Resolution 07-021-00	08/02/2007
07-042-00	09/20/2007
Resolution	11/15/2007
07-046-00	12/20/2007
08-002-00	03/20/2008
08-003-00	05/01/2008
08-004-00	05/01/2008
09-011-00	06/18/2009
10-006-00	04/15/2010
10-025-00	10/07/2010
10-026-00	10/21/2010
12-020-00	05/03/2012
12-030-00	07/05/2012
12-046-00	09/20/2012
12-047-00	09/20/2012
12-051-00	09/20/2012
12-054-00	10/18/2012


City Of Leander, Texas
OFFICIAL CITY MAP
Reflects City Limits and ETJ as of January 1, 2013
Approximate Area:
City Limits: 26.45 Square Miles
E.T.J. outside of City Limits: 36.05 Square Miles
Total City Limits and E.T.J.: 62.50 Square Miles
City of Jonestown, Texas
City of Cedar Park, Texas
0 2,000 4,000
Feet
Boundary Agreement Lines
County Line
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.