



## LEANDER TAX INCREMENT REINVESTMENT ZONE NO. 1

CITY OF LEANDER - 200 WEST WILLIS STREET - LEANDER - TEXAS - 78646

### AGENDA FOR THE October 13, 2014 MEETING OF THE LEANDER TIRZ No. 1

**NOTICE IS HEREBY GIVEN** of the Meeting of the Board of Directors of the Leander TIRZ No. 1 to be held at **Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, Texas** on the 13th day of October, 2014 at 2:00 p.m.. At the meeting the Board of Directors will consider and act upon the following agenda items:

1. Open meeting and roll call
2. Election of President, Vice-President and Secretary/Treasurer of Leander TIRZ No. 1
3. Approval of the minutes: June 2, 2014
4. Consider an ordinance amending the Zone Project Plan, identifying projects to be funded from the Tax Increment Fund and establishing sub-accounts in the fund.
5. Consider the Oak Creek Leander Development and Reimbursement Agreement
6. Adjourn

I hereby certify that the above notice of the Organizational Meeting of the Board of Directors of the LEANDER TIRZ. No. 1 was posted on the bulletin board at City Hall, 200 West Willis, Leander, Texas on the 9th day of October, 2014 by 5:00 p.m. pursuant to Ch. 551 Tex. Gov't. Code.

A handwritten signature in blue ink, reading "Debbie Haile", is written over a horizontal line.

Debbie Haile, TRMC - City Secretary  
City of Leander, Texas



**MINUTES**  
**FOR THE June 2, 2014 MEETING**  
**OF THE LEANDER TIRZ No. 1**

**NOTICE IS HEREBY GIVEN** of the Meeting of the Board of Directors of the Leander TIRZ No. 1 to be held at **Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, Texas** on the 2nd day of June, 2014 at 12:00 p.m.. At the meeting the Board of Directors will consider and act upon the following agenda items:

1. Open meeting and roll call.  
**Cynthia Long opened the meeting at 12:04pm**  
**In attendance were Cynthia Long, Virginia Naumann, Kent Cagle, Shanan Shepherd. Also in attendance were Rick Rosenberg, Tom Yantis, Robert Powers, Paige Saenz, Debbie Haile, and Debora Penberg**
2. Approval of the minutes: January 23, 2014  
**Motion made by Cynthia Long to approve. Second by Virginia Naumann.**  
**Motion passes, all voting "aye"**
3. Consideration and possible action on a memorandum of agreement for cost reimbursement for eligible TIRZ projects associated with the development of the Oak Creek project  
**Tom Yantis, Development Services Director with City of Leander explained.**  
**Rick Rosenberg with DPFG gave a presentation**  
**The Board members directed staff to create a Memorandum of Agreement**
4. Consider recommendation to the City of Leander City Council for the Leander Tax Reinvestment Zone #1 FY 2014-15 Annual Budget  
**The Board reviewed the budget for FY 2014/15**  
**Motion made by Cynthia Long to approve. Second by Shanan Shepherd.**  
**Motion passes, all voting "aye"**
5. Adjourn  
**With there being no further business, the meeting adjourned at 1:08**

Attest:

\_\_\_\_\_  
Cynthia Long, Secretary/Treasurer

\_\_\_\_\_  
Debbie Haile, City Secretary  
City of Leander



**Executive Summary**

**October 13, 2014**

**Agenda Subject:** An Ordinance of the City of Leander, Texas amending the Project and Financing Plan for the Reinvestment Zone Number One to reallocate the estimated project costs among project categories; to update estimated project costs and the estimated time when project costs will be incurred; assigning projects subject to reimbursement agreements to Project Categories in the Zone Plan; establishing the Oak Creek Subaccount in the Tax Increment Fund; and providing for related matters.

**Background:**

This ordinance amends the TIRZ Project Plan as stated above. The total of all projects stays the same and estimated costs by category are modified to reflect commitments made in previously approved reimbursement agreements and more current information.

This item will be forwarded to the City Council on October 16, 2014 with the TIRZ Board's recommendation.

**Origination:** City of Leander and Sentinel/Cotter Leander, LLC

**Recommendation:** Staff recommends approval.

**Attachments:**

1. Ordinance amending the TIRZ Project Plan

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



# TIRZ FUNDED IMPROVEMENTS

DRAINAGE-DETENTION PROJECTS-  
REGIONAL FACILITIES/PONDS/TREATMENT (BMPs)

-  WATER QUALITY BASIN "A"
-  WATER QUALITY BASIN "B"
-  WATER QUALITY BASIN "C"
-  WATER QUALITY BASIN "D"



# TIRZ FUNDED IMPROVEMENTS

## TRANSPORTATION PROJECTS

-  WEST BROADE STREET
-  SOUTH BROOK DRIVE
-  ENHANCED BRIDGE TREATMENT



# TIRZ FUNDED IMPROVEMENTS

## DESIGN ENHANCEMENTS

-  PRIMARY ENTRY FEATURE
-  SECONDARY ENTRY FEATURE
-  LAKE TREATMENTS
-  NATIVE AREA RESTORATION
-  STREET LIGHTING
-  TRAILHEADS





Phased Detention				\$ 135,000	\$ 135,000			\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000										\$ -		
Offsite Facilities				\$ 1,500,000	\$ 1,050,000			\$ 2,550,000	\$ 2,550,000	\$ 2,550,000	\$ 2,550,000										\$ -		
Property/Easements					\$ 350,000	\$ 350,000		\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000										\$ -		
<b>Water Quality (some overlap with Detention)</b>																							
Treatment Facilities (BMPs)				\$ 790,000	\$ 790,000			\$ 1,580,000	\$ 1,580,000	\$ 280,126	\$ 280,126				\$ 877,141	\$ 422,733					\$ 1,299,874		
Phased Treatment				\$ 125,000	\$ 125,000	\$ 100,000		\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000										\$ -		
Property/Easements				\$ 225,000	\$ 225,000			\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000										\$ -		
Off-site Facilities				\$ 250,000	\$ 250,000			\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000										\$ -		
							Sub-Tot	\$ 10,700,000	\$ 10,700,000	\$ 6,217,675	\$ 6,217,675										\$ 4,482,325		
<b>Design Enhancements</b>																							
Street Lighting				\$ 300,000	\$ 300,000	\$ 300,000		\$ 900,000	\$ 900,000	\$ 162,208	\$ 162,208				\$ 680,000	\$ 57,792					\$ 737,792		
Plazas/Features				\$ 300,000	\$ 350,000	\$ 300,000		\$ 950,000	\$ 950,000	\$ 735,042	\$ 735,042					\$ 214,958					\$ 214,958		
Greenspace Treatments				\$ 300,000	\$ 350,000	\$ 300,000		\$ 950,000	\$ 950,000	\$ 722,750	\$ 722,750					\$ 227,250					\$ 227,250		
Other (unique improvements that benefit the TOD)				\$ 200,000	\$ 150,000	\$ 100,000		\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000										\$ -		
							Sub-Tot	\$ 3,250,000	\$ 3,250,000	\$ 2,070,000	\$ 2,070,000										\$ 1,180,000		
				\$ 6,600	\$ 33,567	\$ 1,530,260	\$ 24,051,489	\$ 24,830,000	\$ 9,393,084	Total	\$ 59,845,000	\$ 59,845,000	\$ 38,366,291	\$ 38,366,291	\$ 569,912	\$ 1,197,052	\$ 4,700,000	\$ 1,445,000	\$ 13,468,245	\$ 4,220,374	\$ 300,000	\$ (4,421,874)	\$ 21,478,709
Notes:																							

\* - The committed amounts are maximum dollar amounts that are subject to any pro-rata cost calculations, multipliers, reductions or other stipulations in the approved reimbursement agreements.

\*\* - The Crescent agreement provides for a portion of the water and wastewater impact fees collected from connections into the funded water and wastewater improvements to be paid to the TIRZ account to be used to fund the reimbursements. These amounts are based on the total number of LUEs only within the Crescent property and at the impact fee rates as of October 2014

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

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING THE PROJECT AND FINANCING PLAN FOR THE REINVESTMENT ZONE NUMBER ONE TO REALLOCATE THE ESTIMATED PROJECT COSTS AMONG PROJECT CATEGORIES; TO UPDATE ESTIMATED PROJECT COSTS AND THE ESTIMATED TIME WHEN PROJECT COSTS WILL BE INCURRED; ASSIGNING PROJECTS SUBJECT TO REIMBURSEMENT AGREEMENTS TO PROJECT CATEGORIES IN THE ZONE PLAN; ESTABLISHING THE OAK CREEK SUBACCOUNT IN THE TAX INCREMENT FUND; AND PROVIDING FOR RELATED MATTERS**

**WHEREAS**, Reinvestment Zone Number One, City of Leander, Texas (the "Zone") is a tax increment reinvestment zone created pursuant to Chapter 311, Texas Tax Code, as amended (the "Act"), by Ordinance No. 06-029-00 adopted by the City Council of the City (the "City Council" and the "City") on September 7, 2006, as amended by Ordinance No. 06-029-01 adopted by the City Council on June 21, 2007 (the "Zone Creation Ordinance");

**WHEREAS**, the Zone Creation Ordinance adopted a project and financing plan pursuant to Section 311.011, Texas Tax Code, which was updated and supplemented by Ordinance Number 13-077-00 (the "Zone Plan");

**WHEREAS**, the Zone and the City Council have approved reimbursement agreements in which developers who are parties to those agreements are eligible to receive tax increment funds as reimbursement for the design and construction of certain public improvements that are eligible for reimbursement from tax increment funds under the Zone Plan and the applicable reimbursement agreement;

**WHEREAS**, the Zone, the Authority, and the City considered the approval of that certain Oak Creek Development and Reimbursement Agreement dated October \_\_, 2014 (the "Reimbursement Agreement"), in which the developer will be reimbursed for the design, construction, and installation of certain water, drainage, water quality control, transportation, and other public improvement projects that are described in Section 2 as the Public Improvement Projects, subject to the terms and conditions of the Reimbursement Agreement;

**WHEREAS**, the Zone and the City desire to assign the Public Improvement Projects to project categories in the Zone Plan for the purpose of tracking the commitment of tax increment funds; and

**WHEREAS**, the Zone and the City desire to amend the Zone Plan to reallocate estimated project costs among the projects categories, without increasing the total estimated project costs, update the estimated project costs and the estimated time when project costs will be incurred for the Zone Plan based on the approved reimbursement agreements applicable within the Zone;

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

**Section 1. Findings.** The findings and recitations set out in this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

**Section 2. Public Improvement Projects.** (a) The public improvement projects described in **Exhibit A** are reasonable and necessary to provide adequate water, drainage, water quality control, transportation, and other public infrastructure for persons and property located within the Zone (the “Public Improvement Projects”). The Public Improvement Projects are authorized by the Act, are consistent with the Zone Plan, and correspond to the categories of projects set forth in the Zone Plan, as follows:

<u>Public Improvement Project</u>	<u>Zone Plan Project Category</u>
(1) West Broade Street Water Project	Water – Necessary Connections
(2) South Brook Drive Water Project	Water – Necessary Connections
(3) Water Quality Basin “A”	Drainage—Detention and Water Quality – Regional Facilities/Ponds/Treatment Facilities (BMPs)
(4) Water Quality Basin “B”	Drainage—Detention and Water Quality – Regional Facilities/Ponds/Treatment Facilities (BMPs)
(5) Water Quality Basin “C”	Drainage—Detention and Water Quality – Ponds/Treatment Facilities (BMPs)
(6) Water Quality Basin “D”	Drainage—Detention and Water Quality – Regional Facilities/Ponds/Treatment Facilities (BMPs)
(7) West Broade Street	Transportation – Required Roadways
(8) South Brook Drive	Transportation – Required Roadways
(9) Enhanced Bridge Treatment	Transportation – Required Roadways
(10) Design Enhancements	Design Enhancements –
(a) Primary Entry Feature	Plaza/Features
(b) Secondary Entry Feature	Plaza/Features
(c) Native Area Revegetation	Greenspace Treatments
(d) Lake Treatments	Plaza/Features
(e) Trailheads	Greenspace Treatments
(11) Street Lighting	Street Lighting

(b) No bonded indebtedness secured by tax increment revenue from the Zone is envisioned at this time to finance the design and construction of the Public Improvement Projects.

**Section 3. Zone Plan.** The estimated project costs and estimated time when project costs will be incurred within the Zone, are hereby amended and updated as set forth in **Exhibit B**. The estimated project costs that are assigned to particular developments, as shown on Exhibit B, reflect the maximum reimbursement that may be paid to a developer under an applicable

reimbursement agreement; the actual reimbursements paid to a developer will be subject to the terms, conditions, and limitations of the applicable reimbursement agreement.

**Section 4. Sub Accounts Created.** The Oak Creek Payment Account (the “Payment Account”) is hereby created and established as a sub-account of the Tax Increment Fund. The Payment Account shall be maintained for the period of time required under the Reimbursement Agreement, and a portion of the tax receipts shall be deposited into the Payment Account as provided in the Reimbursement Agreement.

**Section 5. Monetary Obligations.** It is estimated that the project costs for the Public Improvement Projects will be expended as follows: 2015: up to \$4,208,175.

**Section 6. Amendment of Conflicting Ordinances.** The Zone Plan adopted under Ordinances 06-029-00, 06-029-01, and 13-077-00, is hereby amended to the extent of any conflict with this Ordinance. In the event of a conflict between this Ordinance and another Ordinance of the City, this Ordinance shall control, provided that this Ordinance shall not change the terms, conditions, or limitations of any reimbursement agreement governing payment of tax increment revenue generated within the Zone.

**Section 7. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 8. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of October 2014.

ATTEST:

**THE CITY OF LEANDER, TEXAS**

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

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

**EXHIBIT A**  
**PUBLIC IMPROVEMENT PROJECTS**

(a) Water Projects:

i. West Broade Street – The water line along West Broade Street consists of approximately 115 linear feet of 8-inch C-900 DR-14 PVC water line and approximately 2,680 linear feet of 12-inch C-900 DR-14 PVC water line generally shown in **Exhibit A-1**.

ii. South Brook Drive – The water line along South Brook Drive consists of approximately 520 linear feet of 8-inch C-900 DR-14 PVC water line and approximately 2,430 linear feet of 12-inch C-900 DR-14 PVC water line, generally shown in **Exhibit A-1**.

(b) Drainage-Detention Projects:

i. Water Quality Basin “A” – Water Quality Basin “A” will be wet detention and water quality ponds that will also serve as a water feature amenity and will provide water quality for approximately 67.50 acres within the Property and approximately 6.61 acres of offsite area as generally shown in **Exhibit A-2**.

ii. Water Quality Basin “B” – Water Quality Basin “B” will be wet detention and water quality ponds that will also serve as a water feature amenity and will provide water quality for approximately 12.10 acres within the Property and approximately 2.27 acres of offsite area as generally shown in **Exhibit A-2**.

iii. Water Quality Basin “C” – Water Quality Basin “C” will be wet detention and water quality ponds that will also serve as a water feature amenity and will provide water quality for approximately 24.16 acres within the property. Water Quality Basin “C” was not designed to treat any offsite areas, as generally shown in **Exhibit A-2**.

iv. Water Quality Basin “D” – Water Quality Basin “D” will be wet detention and water quality ponds that will also serve as a water feature amenity and will provide water quality for approximately 30.45 acres within the property and approximately 5.01 acres of offsite area as generally shown in **Exhibit A-2**.

(c) Transportation Projects.

i. W. Broade Street consists of the roadway improvements commencing at the intersection of West Broade Street and San Gabriel Parkway and continuing south through the property approximately 2,460 linear feet to the southern property boundary, generally shown in **Exhibit A-3**.

ii. South Brook Drive consists of the roadway improvements commencing at the western boundary of the project and continuing east through the property approximately 2,690 linear feet to the eastern property boundary, generally shown

in **Exhibit A-3**.

iii. Enhanced Bridge Treatment. The primary bridge structure will be faced with masonry veneer. An ornamental pedestrian railing with masonry columns will adorn the bridge crossing. The masonry and railing will complement the materials utilized at the Primary Entry Feature in order to provide a consistent appearance and theme. The location of the bridge enhancement is generally shown in **Exhibit A-3**.

(d) Design Enhancements. The eligible Design Enhancements are shown on **Exhibit A-4**. The Developer shall submit construction design, and/or landscaping plans, as appropriate at or before the time that the Developer submits construction plans for the phase in which the project or projects will be located and obtain the City Planning Director's (or designee's) approval of the proposed project and plans.

**EXHIBIT A-1**  
**Water Projects**

**EXHIBIT A-2**  
**Drainage-Detention Projects**

**EXHIBIT A-3**  
**Transportation Projects**

**EXHIBIT A-4**  
**Design Enhancements**

**EXHIBIT B**  
**ZONE PLAN**



**Executive Summary**

**October 13, 2014**

**Agenda Subject:** Consider the Oak Creek Development and Reimbursement Agreement.

**Background:**

The Oak Creek subdivision lies within the City of Leander Tax Increment Reinvestment Zone #1 (TIRZ) west of U.S. 183 and south of San Gabriel Blvd. The project is projected to include 600 housing units consisting of conventional single-family, alley-loaded single-family, townhomes and cluster condominiums. The TIRZ project plan includes public improvements within the boundaries of the Oak Creek project. The developer has requested reimbursement from TIRZ revenues for the improvements listed in the agreement in the maximum amount of \$4,220,374. The improvements include water lines, roadways, water quality and detention, and design enhancements.

This item was discussed by the Board at its June 2, 2014 meeting. The reimbursement request was modified to reflect the Board's direction to reduce the total amount of reimbursements from the Design Enhancements category of the Project Plan.

This item will be forwarded to City Council on October 16, 2014 with the TIRZ Board and Development Authority's recommendation.

This agenda item approves the reimbursement agreement.

**Origination:** Applicant: Sentinel/Cotter Leander, LLC

**Recommendation:** Staff recommends approval.

**Attachments:**

1. Reimbursement agreement

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

## OAK CREEK LEANDER DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Oak Creek Leander Development and Reimbursement Agreement (the “Agreement”) is entered into effective when fully executed (the “Effective Date”), by the City of Leander, Texas (the “City”); the Leander Development Authority (the “Authority”); Sentinel/Cotter Leander, LLC (the “Developer”), a limited liability company; and Reinvestment Zone Number One, City of Leander, Texas (the “Zone”). The capitalized terms used in this Agreement have the meanings ascribed to them herein.

### RECITALS

**WHEREAS**, the City is a Texas home-rule municipal corporation;

**WHEREAS**, the Authority is a non-profit corporation formed pursuant to Subchapter D, Chapter 431, Texas Transportation Code, and the City Charter of the City;

**WHEREAS**, the Developer is a Texas limited liability company and owns approximately 151 acres of property in Williamson County within the Zone and intends to develop it as a residential community in accordance with the Oak Creek PUD (the “Oak Creek Subdivision”);

**WHEREAS** the Zone is a tax increment reinvestment zone created pursuant to the authority of Chapter 311 , Texas Tax Code, as amended (the “Act”), by Ordinance No. 06-029-00 adopted by the City Council of the City (the “City Council”) on September 7, 2006, as amended by Ordinance No. 06-029-01 adopted by the City Council on June 21 , 2007;

**WHEREAS**, the City, the Authority, the Developer, and the Zone are individually referred to as a “Party” and collectively as the “Parties”;

**WHEREAS**, the City executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; (2) creating the Payment Account with respect to the Oak Creek Projects (the “Oak Creek Payment Account”) within the Tax Increment Fund and depositing the City Tax Increment Receipts and County Tax Increment Receipts into such Oak Creek Payment Account (3) overseeing the design, construction, and installation and City acceptance of the Oak Creek Projects; (4) approving the use of funds in the Oak Creek Payment Account by the Authority to reimburse the Developer for Oak Creek Project Costs; and (5) to hold the rights and obligations expressly set forth herein as rights and obligations of the City;

**WHEREAS**, the Zone, acting through its Board of Directors (the “Board”) executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; (2) approving the creation of an Oak Creek Payment Account within the Tax Increment Fund and approving the deposits into such account in the Tax Increment Fund of the City Tax Increment Receipts and County Tax Increment Receipts; (3) approving the use of funds in the Oak Creek Payment Account by the Authority to reimburse the Developer for Oak Creek Project Costs; and (4) to hold the rights and obligations expressly set forth herein as rights and obligations of the Zone;

**WHEREAS**, the City created the Authority to oversee the design, construction, and installation of the Oak Creek Projects that benefit development within the Zone, subject to the

terms and conditions of this Agreement;

**WHEREAS**, the City Council zoned the land within the Zone as the Leander Transportation Oriented Development District Planned Unit Development (the “TODD PUD”);

**WHEREAS**, the City and the County have agreed that for the term of the Zone, fifty percent (50%) of their respective ad valorem taxes collected on the Captured Appraised Value of property within the Zone will be dedicated to the Zone;

**WHEREAS**, the percentages of the funds dedicated to the Zone specified in this Agreement will be deposited into the Oak Creek Payment Account in the Tax Increment Fund and will be made available to the Authority to reimburse the Developer for costs paid or incurred to design, construct, and install Oak Creek Projects that are authorized by the Act and that implement the Project Plan as recommended by the Board and approved by the City Council, subject to the terms and conditions of this Agreement;

**WHEREAS**, by this Agreement, the Authority is contracting with the Developer to design, construct, and install the Oak Creek Projects on the Property that implement the Project Plan;

**WHEREAS**, to facilitate the Developer's intended development of the Property in a market-competitive manner, the City Council created the Oak Creek Public Improvement District (“PID” or “District”) by Resolution No. 14-013-00 that includes the Property and that assists with the costs related to the design and construction of certain public improvements (as defined herein); and

**WHEREAS**, if this Agreement is not fully executed within sixty (60) days after it is approved by the City Council of the City, it shall be null and void.

**NOW THEREFORE**, for and in consideration of the above stated premises and the terms, conditions, and covenants set forth herein, the Parties contract, covenant, and agree as follows:

## **ARTICLE 1**

### **INTRODUCTION**

1.1 The Property. As of the Effective Date, the Developer owns approximately 151 acres described on **Exhibit A** attached hereto. The Property is located within the Zone and is located in the TODD PUD. In addition, the Property is located in the Oak Creek PID.

1.2 Development of the Property. The Property will be developed in phases in accordance with the phasing plan approved by the City.

1.3 Development Incentives. The Authority desires to promote development within the Zone by providing financial assistance for the design, construction, and installation of Oak Creek Projects that have been approved in the Project Plan.

1.4 Requested Reimbursements. The Developer has requested the Authority reimburse the

Developer for costs associated with the design, construction, and installation of those certain public improvements including facilities for water, water quality, and roadways described in Article 3 and also defined herein as the Oak Creek Projects and that have been approved in the Project Plan.

1.5 Project Plan. The Board has recommended approval of, and the City Council has approved the construction, water, water quality, roadways, and other public improvements for Oak Creek that are eligible under the Act for reimbursement from the Zone. The Authority finds that such public improvements, the Oak Creek Projects described in Article 3, are authorized by the Act, are consistent with and included in the Project Plan, and are appropriate for reimbursement pursuant to this Agreement.

1.6 Benefits. The Developer will benefit from being reimbursed certain costs and by virtue of the improved feasibility for the current development of the Property, the financial benefit of the reimbursements, the City services that will be made available to the Property, and the predictability regarding the City's regulations applicable to development. The Authority, the Zone, and the City will benefit from the construction of the Oak Creek Projects, the initial development within the TODD PUD, the enhancement of land values in properties that will be served by the Oak Creek Projects, and resulting tax revenues that the City and the County will realize.

1.7 Consideration. The benefits to the Parties, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

1.8 Term. The term of this Agreement shall begin on the Effective Date and continue until the earlier of: (1) the date the Zone is terminated; or (2) the date on which the Developer has been reimbursed for the Oak Creek Project Costs as provided in this Agreement.

## ARTICLE 2

### DEFINITIONS

2.1 Applicable Regulations means (1) this Agreement; (2) all federal statutes and regulations, as amended; (3) all statutes and the Constitution of the State of Texas, as amended (including, but not limited to, Article III, Section 52-a of the Texas Constitution, Section 380.001 of the Texas Local Government Code, and Chapter 311 and Section 351.101 of the Texas Tax Code), as amended from time to time; (4) the City's Smart Code in effect on July 17, 2014, and any amendments thereto that apply to the Property pursuant to Chapter 245, Texas Local Government Code; (5) the Oak Creek PUD; (6) to the extent not in conflict with this Agreement, all other City ordinances, as amended; and (7) all rules and regulations of the Texas Department of Transportation, as amended.

2.2 Captured Appraised Value means, for a taxing unit, the total taxable value of real property by the unit and located in the Zone for a given year less the total taxable value of which real property taxable by the unit and located in the Zone for the year in which the Zone was created.

2.3 City Tax Increment Receipts means: 80% of [(50% of the ad valorem taxes collected

and received by the City on the Captured Appraised Value of the Property)] minus the Zone Administrative Expenses].

2.4 County means Williamson County, Texas.

2.5 County Participation Agreement means the Amended Tax Increment Financing Agreement effective August 8, 2006, by and between the City and the County, as amended.

2.6 County Tax Increment Receipts mean [80% of [(50% of the ad valorem taxes collected and received by the County on the Captured Appraised Value of the Property) minus the Zone Administrative Expenses].

2.7 Design Enhancements mean the projects described in Section 3.1(d).

2.8 Drainage – Detention Projects means the projects described in section 3.1(b).

2.9 Estimated Total for Each Category of the Oak Creek Projects means estimated costs to construct each category of the Oak Creek Projects. There are four categories of Oak Creek Projects, which are: (a) the Water Projects; (b) the Drainage-Detention Projects; (c) the Transportation Projects; and (d) the Design Enhancements. The Estimated Total for Each Category of the Oak Creek Projects is set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes; provided that the Estimated Total for the Design Enhancement is defined in Section 2.10.

2.10 Estimated Total for the Design Enhancements means the lower of the sum of the estimated project costs shown in Table IV, **Exhibit B** for the projects that are approved under Section 3.1(d), or \$500,000.

2.11 Estimated Total for the Drainage-Detention Projects means the estimated total for the projects shown in Table II, **Exhibit B**.

2.12 Estimated Total for the Transportation Projects means the estimated total shown in Table III, **Exhibit B**.

2.13 Estimated Total for the Water Projects means the estimated total shown in Table I, **Exhibit B**.

2.14 HOA-Maintained Improvements mean the Primary Entry Feature, the Secondary Entry Feature, the Native Area Revegetation, and the Lake Treatments, which are respectively described in Table IV(a), (b), (c), and (d) of **Exhibit B** and **Exhibit C-4**.

2.15 Initial Payment means the initial reimbursement payment to Developer as described in Section 4.7(c).

2.16 Oak Creek Planned Unit Development (“Oak Creek PUD”) means the zoning applied to the Project pursuant to Ordinance No. 14-039-00 approved on July 17, 2014.

2.17 Oak Creek Payment Account means a separate account established by the City and the Zone within the Tax Increment Fund for the deposit of the City Tax Increment Receipts and the County Tax Increment Receipts, and from which the Authority will reimburse the Developer for

Oak Creek Project Costs specified in this Agreement.

2.18 Oak Creek Projects means the improvements described in Section 3.1.

2.19 Oak Creek Project Costs is defined in Section 5.1.

2.20 PID Improvements means the public improvements that are financed and funded by the Oak Creek PID.

2.21 Project Plan means that certain Project Plan and Reinvestment Zone Financing Plan as recommended by the Board of Directors of the Zone and approved by the City Council on October 5, 2006, and as modified upon recommendation of the Board of Directors of the Zone on December 16, 2013, and approved by the City Council by Ordinance No. 13-077-00 adopted December 19, 2013, and as further modified upon recommendation of the Board of Directors of the Zone on October 13, 2014, and approved by the City Council by Ordinance No. [REDACTED] adopted October 16, 2014.

2.22 Subdivision Improvements means those improvements and facilities necessary to develop the Property as more particularly described in Section 3.2.

2.23 Smart Code means the zoning regulations that govern development within the TODD PUD adopted by Ordinance Number 05-028-00, and amended by Ordinance Number 14-042-00.

2.24 Tax Increment Fund means the tax increment fund required by the Act into which the ad valorem taxes levied and collected by the City and the County on the Captured Appraised Value is to be deposited.

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

2.26 Transportation Projects mean the projects described in Section 3.1(c).

2.27 Water Projects mean the projects described in Section 3.1(a).

2.28 Zone Administrative Expenses mean the administration costs set forth in the Project Plan.

### ARTICLE 3

#### OAK CREEK PROJECTS

3.1 Oak Creek Projects. The Oak Creek Projects for which the Developer will be eligible for reimbursement, subject to the terms and conditions of this Agreement are the improvements described in this section:

(a) Water Projects:

i. West Broade Street – The water line along West Broade Street consists of approximately 115 linear feet of 8-inch C-900 DR-14 PVC water line and

approximately 2,680 linear feet of 12-inch C-900 DR-14 PVC water line, extending from San Gabriel Parkway to the extension of West Broade Street, generally shown in **Exhibit C-1**, attached hereto and incorporated herein. Water improvements will include approximately three 8-inch gate valves, approximately eight 12-inch gate valves, approximately four fire hydrants, and approximately one air release valve.

ii. South Brook Drive – The water line along South Brook Drive consists of approximately 520 linear feet of 8-inch C-900 DR-14 PVC water line and approximately 2,430 linear feet of 12-inch C-900 DR-14 PVC water line, extending from the existing stub of South Brook Drive to the future extension of South Brook Drive, generally shown in **Exhibit C-1**, attached hereto and incorporated herein. Water improvements will include approximately three 8-inch gate valves, approximately 5 12-inch gate valves, approximately six fire hydrants, and approximately one air release valve.

(b) Drainage-Detention Projects:

i. Water Quality Basin “A” – Water Quality Basin “A” provides water quality for approximately 67.50 acres within the Property and approximately 6.61 acres of offsite area as generally shown in **Exhibit C-2**, attached hereto and incorporated herein.

ii. Water Quality Basin “B” – Water Quality Basin “B” provides water quality for approximately 12.10 acres within the Property and approximately 2.27 acres of offsite area as generally shown in **Exhibit C-2**, attached hereto and incorporated herein.

iii. Water Quality Basin “C” – Water Quality Basin “C” provides water quality for approximately 24.16 acres within the property. Water Quality Basin “C” was not designed to treat any offsite areas, as generally shown in **Exhibit C-2**, attached hereto and incorporated herein.

iv. Water Quality Basin “D” – Water Quality Basin “D” provides water quality for approximately 30.45 acres within the property and approximately 5.01 acres of offsite area as generally shown in **Exhibit C-2**, attached hereto and incorporated herein.

v. Design Standards for Drainage-Detention Ponds. The Drainage-Detention Projects will be wet detention and water quality ponds that will also serve as a water feature amenities to the Oak Creek Subdivision, as generally shown construction plans entitled Oak Creek Phase 1, Street & Drainage, Water & Wastewater Improvements and submitted to the City on June 6, 2014 (the “Plans”). (The Plans are being referenced for the purpose of describing the general nature and character of the improvements as a wet detention and water quality pond. Reference to the Plans herein does not constitute approval of such Plans.) The Drainage-Detention Quality Projects will be designed and constructed in accordance with the TCEQ in order to remove a minimum of 80% of the increase in Total Suspended Solids (TSS) and this

Agreement.

(c) Transportation Projects.

i. W. Broade Street consists of the roadway improvements commencing at the intersection of West Broade Street and San Gabriel Parkway and continuing south through the property approximately 2,460 linear feet to the southern property boundary, generally shown in **Exhibit C-3**, attached hereto and incorporated herein. West Broade Street shall be designed and constructed as a two lane local street with a forty foot pavement width and a sixty foot right-of-way width.

ii. South Brook Drive consists of the roadway improvements commencing at the western boundary of the project and continuing east through the property approximately 2,690 linear feet to the eastern property boundary, generally shown in **Exhibit C-3**, attached hereto and incorporated herein. South Brook Drive shall be designed and constructed as a two lane local street with a forty foot pavement width and a sixty foot right-of-way width.

iii. Enhanced Bridge Treatment – The primary bridge structure will be faced with masonry veneer. An ornamental pedestrian railing with masonry columns will adorn the bridge crossing. The masonry and railing will complement the materials utilized at the Primary Entry Feature in order to provide a consistent appearance and theme.

(d) Design Enhancements. The Developer is eligible to receive reimbursements from the Oak Creek Payment Account for projects that are generally shown and described in Table IV of **Exhibit B** and **Exhibit C-4**, attached hereto and incorporated herein, up to the Estimated Total for the Design Enhancements. The Developer shall submit construction design, and/or landscaping plans, as appropriate at or before the time that the Developer submits construction plans for the phase in which the project or projects will be located and obtain the City Planning Director's (or designee's) approval of the proposed project and plans. The projects approved in writing by the City's Planning Director in accordance with this subsection 3.1(d), as shown on the approved plans, shall constitute the Design Enhancements. The Design Enhancements shall meet or exceed the Conventional District Sector landscaping requirements set forth in the Smart Code.

3.2 Subdivision Improvements.

(a) The subdivision improvements are all required water facilities, wastewater facilities streets, drainage facilities and other amenities and improvements that are required by regulatory authorities with jurisdiction over the Property to serve individual lots within the Property, and do not include the Oak Creek Projects.

(b) The Developer shall not receive any rebate or contribution from the City or the Authority for any part or portion of the Subdivision Improvements. The Developer shall, at the Developer's expense, design, construct, and complete the Subdivision Improvements determines in accordance with the plans and specifications approved by the City, the Applicable Regulations, and good engineering practices.

## ARTICLE 4

### REIMBURSEMENT OF OAK CREEK PROJECT COSTS

4.1 Oak Creek Project Costs. Subject to the terms, limitations, and provisions of this Agreement, and the Developer's full and timely performance of, and compliance with, each of the requirements set forth in this Agreement, the Authority shall reimburse the Developer for the actual, documented costs and expenses paid or incurred by the Developer to design, construct, and install the Oak Creek Projects, up to a maximum of the Estimated Total for Each Category of the Oak Creek Projects.

4.2 Combined Totals Not Exceed Cost; Consent Not Required. The actual cost to design, construct, and install a particular project may exceed or be less than the estimated project costs shown for each of the Oak Creek Projects in **Exhibit B**, and an amendment to this Agreement will not be required to adjust such estimated project costs; provided that notwithstanding any provision to the contrary herein, if the total actual costs to design, construct, and install the Oak Creek Projects exceeds the Estimated Total for Each Category of the Oak Creek Projects, the excess is not reimbursable without the consent of the City, the Authority, and the Zone. For example, if the actual cost to design, construct and install the West Broade Street Water Project exceeds the Estimated Project Cost for said project set forth in Table I(a), Exhibit B, the Developer may apply to be reimbursed for the actual project costs provided that Developer submits an update to Table I as required in Section 4.7(b) and provided further that Developer shall not be reimbursed for any amounts that exceed the Estimated Total for Water Projects, without the written consent of the City, the Authority, and the Zone.

4.3 Oak Creek Payment Account. The City shall create and maintain the Oak Creek Payment Account as a separate and segregated account within the Tax Increment Fund, which shall be invested in the same manner as other municipal funds with interest added to the balance). The City shall not comingle the Oak Creek Payment Account with any other funds of the City and shall not allow the Oak Creek Payment Account to be used for any purposes except as provided by this Agreement.

4.4 Deposits. The City shall deposit the City Tax Increment Receipts and County Tax Increment Receipts into the Oak Creek Payment Account no less frequently than quarterly for the earlier to occur of (a) the term of the Zone; (b) the Oak Creek Projects Costs are reimbursed in full, up to a maximum of the Estimated Total for each Category of the Oak Creek Projects; or (c) the termination of this Agreement.

4.5 Quarterly Accounting. The Oak Creek Payment Account will be used to reimburse the Developer for Oak Creek Project Costs. The City and the Authority shall provide to the Developer a quarterly accounting (certified by the City Manager of the City and by the Board of Directors of the Authority) of all deposits into and disbursements from the Oak Creek Payment Account and shall otherwise maintain complete books and records with respect to such deposits and disbursements in accordance with generally accepted accounting principles as applied to Texas municipalities.

4.6 Acceptance. Following the completion of each Oak Creek Project and upon written notice from the Developer, the City shall accept the completed a project if the project complies with the Applicable Regulations and this Agreement in accordance with this Section:

(a) The Developer will dedicate the Water Utility Projects, the Drainage-Detention Projects, the Transportation Projects, and the Trailheads and Street Lighting respectively described in Table IV(e) and (m) of **Exhibit B** and **Exhibit C-4** (if constructed) to the City upon completion of said projects, and the City will accept dedication of such projects after confirming that the projects have been completed in accordance with this Agreement and after receiving the documents and information required by the Applicable Regulations. With respect to the Street Lighting, the Developer will also be required to submit an executed license agreement, in the City's standard format, prior to the City's acceptance of the projects.

(b) With respect to the Primary Entry Feature, the Secondary Entry Feature, the Native Area Revegetation, and the Lake Treatments, which are respectively described in Table IV(a), (b), (c), and (d) of **Exhibit B** and **Exhibit C-4**, if constructed, the Developer will grant the City an easement in a form acceptable to the City granting the City and the public the right of access to and use of such projects. The Developer shall further enter into a restrictive covenant agreement with the City in a form substantially similar to that set forth in **Exhibit D**. The easement and restrictive covenant agreement required in this subsection shall be granted to the City prior to or at the time the final plat for the phase in which the Public Improvement is located is submitted to the City, and will be a condition of final plat approval.

4.7 Reimbursement. (a) The City shall issue written confirmation to the Developer that the project has been accepted upon request. Upon acceptance of a Project, the Developer shall submit to the Authority evidence (in form reasonably acceptable to the Authority) of the actual costs paid or incurred by the Developer for the Project Costs to which the Developer is entitled to be reimbursed. The Developer shall keep records of all contracts, change orders payment applications, and pay requests made in connection with the design and construction of the Oak Creek Projects.

(b) In the event that the actual costs of designing, constructing, and installing an Oak Creek Project exceeds or is less than the Estimated Project Costs for such project set forth in Exhibit B, at the time that the Developer applies for reimbursement under this Section 4.7, the Developer shall submit an update to the estimated project costs for all of the projects in the category in which the project for which reimbursement is sought is located, showing to which project the cost overruns or cost underruns shall be reallocated for future reimbursement allocations. In no event shall the updated estimate cause the Estimated Total for the particular category of Oak Creek Projects to increase.

(c) The Authority shall have 60 days to verify the Project Costs or to notify the Developer in writing of the Authority's objections to the Developer's request for reimbursement (and the failure of the Authority to do so within such 60-day period shall constitute verification of the costs as presented by the Developer). If the Authority verifies (or is deemed to have verified) that the Developer paid or incurred the Project Costs, then to the extent funds are available, the Authority shall reimburse the Developer for the verified costs within 30 days in the amount up to, but not exceeding, the verified Project Costs for the particular project for which reimbursement is requested, provided that the Estimated Total for the particular Category of Oak Creek Projects shall not be exceeded, taking into account all prior payments to Developer for projects within that category (the "Initial Payment"). After an Initial Payment, to the extent funds are

available in the Payment Account and if the verified Project Costs have not been reimbursed in full by an Initial Payment, then the Authority shall make payments to reimburse the Developer for such verified Project Costs on or before the thirtieth (30<sup>th</sup>) day following the end of each calendar quarter (March 31, June 30, September 30, and December 31 ) of each year until the earlier to occur of: (i) the verified Project Costs having been paid in full; (ii) the Authority has made payments equal to the Estimated Total for the particular category for which payment is sought; or (iii) this Agreement has terminated or expired.

(d) Notwithstanding anything contained herein to the contrary, the City will not release any reimbursements for the Oak Creek Projects until the Developer has submitted and obtained approval by the City of construction plans for all of the Oak Creek Projects and the PID Improvements.

4.8 Oak Creek Payment Account. The Oak Creek Payment Account shall be used to reimburse Oak Creek Project Costs in the order determined by the Developer, provided that the Developer notifies the City in writing of the desired order. Upon the earlier to occur of: (i) all Oak Creek Project Costs having been paid in full for all Oak Creek Projects, up to a maximum of the Estimated Total for each Category of the Oak Creek Projects; (ii) the payment in full of an amount equal to the Estimated Total for Each Category of the Oak Creek Projects; or (iii) the termination of this Agreement, the City may terminate the Oak Creek Payment Account, and use the City Tax Increment Receipts unencumbered by this Agreement, and the County may use the County Tax Increment Receipts unencumbered by this Agreement.

4.9 Representation Regarding the Tax Increment Receipts. The City, the Authority, and the Zone each represent and warrant to the Developer that, to the best knowledge and belief of each of them, no person or entity has any right, title, or interest in the City Tax Increment Receipts and County Tax Increment Receipts. Each of the City, the Authority, and the Zone further represent and warrant to the Developer that, to their best knowledge and belief, entering into this Agreement will not constitute a breach of or otherwise violate any agreement to which they are a party or by which they are bound.

4.10 PID Reimbursements. The Developer shall not seek or accept reimbursement from the PID for any of the Oak Creek Projects. The Developer shall further not seek or accept reimbursement from the Zone for any projects for which the Developer is entitled to be reimbursed from the PID.

4.11 Suspension of Reimbursements. Notwithstanding any other term or provision of this Agreement, no reimbursement shall be made to Developer at a time when Developer is delinquent in the payment of ad valorem taxes to either the City or the County. For so long as such delinquencies by Developer remain unpaid (including interest, penalties, and costs of collection), reimbursements by the Authority to Developer shall be suspended until the delinquencies are fully paid. This provision does not apply to ad valorem taxes that are due but not yet delinquent. A developer shall not be considered “delinquent” if exercising its rights to protest valuation.

## **ARTICLE 5**

### **PROJECT COSTS; ENGINEERING REQUIREMENTS**

5.1 The Oak Creek Project Costs for each of the Oak Creek Projects set forth in Article 4, include costs for the following:

- (a) hard construction costs;
- (b) surveying costs;
- (c) the cost of soils and materials testing;
- (d) engineering fees relating to the Project;
- (e) any other necessary and reasonable out-of-pocket costs expended by the Developer in connection with the design, construction, and installation of the Oak Creek Projects, including the cost of any necessary land and rights-of-way located outside the boundaries of the Property;
- (f) legal fees and professional costs paid to the Authority in conjunction with the negotiation and execution of this Agreement;
- (g) plan review, approval, and inspection fees paid to any governmental agency having jurisdiction to review the plans and construction of a Oak Creek Projects, that are charged and paid for review and inspection of Oak Creek Projects.

All such sums and amounts shall be documented to and approved by the Authority upon completion and final acceptance by the City of each Oak Creek Project, for the purposes of determining the final agreed amount eligible for reimbursement to Developer under this Agreement.

5.2 Developer Payment of Costs. All Oak Creek Project Costs, as well as the costs of the Subdivision Improvements, shall be paid by the Developer as they become due. The Authority shall not bear any part or portion of such costs.

5.3 Developer Financing. The Developer shall secure the financing for, and shall design, construct, and install the Oak Creek Projects and Subdivision Improvements in accordance with this Agreement.

5.4 Bid Requirements. The Developer shall obtain written bids and at least three (3) bid sheets submitted by independent, qualified contractors for the construction of each Oak Creek Project. Public bidding in compliance with the Municipal Purchasing Act is not required, but written bids are required to be obtained and accepted in a fair and impartial manner with three (3) or more interested, prospective bidders having been provided equal access to plans, specifications, and information. The Parties acknowledge that the Oak Creek Projects may, in some cases, be built in conjunction with Subdivision Improvements that are not subject to reimbursement under this Agreement. Developer will have each bid proposal separately identify or itemize the construction costs for Oak Creek Projects and Subdivision Improvements.

5.5 City Engineer Bid Approval. The City Engineer will timely review and approve all bids and contracts for the construction of Oak Creek Projects for compliance with the Applicable Regulations. Subject to change orders approved by the City Engineer for such compliance, the

actual Oak Creek Project Costs paid or incurred by the Developer will determine the amount reimbursed to the Developer pursuant to this Agreement; provided that the amount reimbursed to Developer shall not exceed the Estimated Project Costs for Each Category of the Oak Creek Projects. Provided written bids are obtained and the contractor selection is made in a manner as not to discourage future competition and competitive bids, the selection of the contractor will be at the sole discretion of the Developer. The Developer will award all construction contracts. The Oak Creek Projects shall be designed and constructed in accordance with the plans and specifications approved by the City, the Applicable Rules, and good engineering practices.

5.6 Developer Reports and Records. The Developer will make quarterly reports to the City Engineer on the amounts paid to contractors for each Oak Creek Project and will maintain accounts in a manner that separately reflects payments subject to reimbursement under this Agreement.

5.7 City Engineer Responsibilities. The City Engineer will: (1) make recommendations to and advise the Authority on the award of construction contracts by the Developer; (2) make quarterly reports to the Authority on the progress of construction; (3) review and make recommendations to the Authority on the final, as-built Oak Creek Project Costs; and (4) periodically inspect the Oak Creek Projects during construction. No changes to the plans and specifications or change orders to the construction contracts pertaining to a Project may be made without the approval of the City Engineer. The City Engineer will reasonably cooperate with the Developer and the Developer's project engineer and will keep the Developer's project engineer fully advised of the City Engineer's findings regarding the bidding process and the construction of the Oak Creek Projects.

5.8 Record Drawings. Upon completion of construction of each Project, the Developer must provide the Authority with final, "record" drawings in a form approved by the City Engineer.

5.9 Required Certificates. Upon Completion of construction of each Project, the Developer's engineer must provide the City with a certificate or completion certifying that the construction of the Oak Creek Project has been completed in accordance with the plans and specifications approved by the City Engineer and that the required "record" drawings have been provided.

5.10 Eligible Costs. The Developer will work and coordinate with the Authority and the City Engineer to assure that actual Oak Creek Project Costs are accurately and truly identified and agreed between the Parties as eligible for reimbursement under this Agreement.

## **ARTICLE 6**

### **PLANS, SPECIFICATIONS, AND PERFORMANCE**

6.1 Other Authority Agreements. The City and the Authority hereby further agree as follows:

- (a) Building Permits. The City and the Authority will coordinate and facilitate the issuance of building permits for buildings to be constructed within a phase of the subdivision for which a final plat has been approved based on the City having either accepted (i) the completed Subdivision Improvements and Oak Creek Projects for such phase or (ii) adequate fiscal surety for the Subdivision Improvements and Oak Creek

Projects for such phase meeting the requirements of the Applicable Regulations; provided the permit applicant is not in default under this Agreement and that the application does not commit the Authority to request the City to waive otherwise applicable requirements that on-site and off-site infrastructure for the approved plat must be accepted by the City prior to the issuance of a certificate of occupancy for the completed building. Notwithstanding anything contained herein to the contrary, no final plat for any portion of the Property that contains single family residential lots will be approved until the Oak Creek Projects and the PID Improvements are complete.

(b) Authorized Coordination. The Authority will, as appropriate, authorize the City Engineer to coordinate with the Developer's engineer in a timely manner on specific design requirements, plans, and specifications for the Oak Creek Projects and Subdivision Improvements.

(c) Plan Approval. The City Engineer shall review and approve, on behalf of the Authority, all plans for the construction of Oak Creek Projects.

(d) Required City Engineer Approvals. All approvals of Oak Creek Projects and the plans and specifications therefore by the City Engineer shall be based compliance with the Applicable Regulations and this Agreement, and no approvals shall be unreasonably denied, withheld, conditioned, or delayed.

6.2 Permits and Approvals. The City Engineer shall cooperate with the Developer as appropriate and take necessary, reasonable, and appropriate actions on a timely basis to assist the Developer in obtaining any permits, licenses, or other approvals from the City, the County, TxDOT, TCEQ, or any other regulatory authority required for the construction of the Oak Creek Projects and the Subdivision Improvements.

6.3 Fill Materials. The Developer shall have the right, subject to the approval of the City Engineer, to remove soil and limestone required, if necessary, to construct and to use such materials as fill within the Property.

6.4 Bid Approval. The City Engineer shall review and act upon approving bids for construction of the Oak Creek Projects within a reasonable time.

6.5 Change Orders and Inspections. During the construction of the Oak Creek Projects, the City Engineer shall review, approve, and sign, as appropriate, any necessary change orders exceeding \$100,000 within a reasonable time, not to exceed (30) days; provided that no change order (regardless of the amount) shall change the character or nature of any Oak Creek Project. A change order that changes the character or nature of an Oak Creek Project must be approved by the Authority, the Zone, and the City. A change order that changes the character or nature of an Oak Creek Project shall cause that project to be ineligible for reimbursements under this Agreement, unless such change order is approved by the Authority, the Zone, and the City. The City Engineer shall also cause all inspections of Oak Creek Projects to be completed within a reasonable time and final acceptance of completed Oak Creek Projects within thirty (30) days or a request for final acceptance if the projects have been constructed in substantial accordance with approved plans and specifications.

6.6 Project Acceptance. After completion of construction of Oak Creek Projects and Subdivision Improvements in accordance with the Applicable Regulations and this Agreement, the City Engineer shall approve and cause the acceptance of the Oak Creek Projects and Subdivision Improvements that comply with this Agreement by the City Council in a timely manner.

6.7 Submittal Review. The City Engineer shall conduct a timely review of all submittals by the Developer as each submittal is made, and the City and the Authority will review such submittals individually.

6.8 Perform Under Agreement. The City, the Authority, and the Zone agree to perform their respective duties and obligations under this Agreement in a timely manner, including reimbursement by the authority to the Developer of Oak Creek Project Costs as provided by this Agreement.

6.9 Other Developer Agreements. The Developer hereby further agrees:

(a) Payment of Fees. To pay to the Authority, the Zone, and the City all fees and charges provided for or established by the Applicable Regulations for or with respect to the development of the Property;

(b) Dedication. Upon completion of the Oak Creek Projects and Subdivision Improvements, to dedicate to the City, for ownership, operation, and maintenance, the Oak Creek Projects as provided in Section 4.6 and, to the extent required by Applicable Regulations, the Subdivision Improvements, if constructed in substantial accordance with the Applicable Regulations;

(c) Fiscal. As a condition of obtaining final plat approval, either complete the Subdivision Improvements and the Oak Creek Projects that will serve the property within the final plat or post fiscal surety for the such improvements and projects that meets the requirements of the Applicable Regulations.

(d) Timely Coordination. To coordinate with the City Engineer with respect to specific design requirements and specifications and with respect to the review and approval by the City Engineer of the plans and specifications for the Oak Creek Projects and the Subdivision Improvements in a timely manner;

(e) Timely Applications. To make, or cause the Developer's engineer to make, timely requests for reviews, approvals, and permits accompanied by documents, plans and specifications compliant with Applicable Regulations; and

(f) Perform Under Agreement. To perform in a timely manner all applicable duties and obligations of the Developer as provided in this Agreement.

6.10 Home Owner's Association.

(a) The Developer will create one or more home owners associations for the Property (collectively the "Owner's Association"), and shall establish bylaws, rules, regulations and restrictive covenants (collectively the "Association Regulations") to assure the

Owner's Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Owner's Association pursuant to this Section. The Owner's Association will have binding, continuing responsibility for the maintenance, repair and operation of the HOA-Maintained Improvements (the "Maintenance Obligation"). The HOA's Maintenance Obligation shall be noted on the plat and in the restrictive covenants filed of record for the subdivision. The owner of each lot within the Property shall be required to be a member of the Owner's Association, and unpaid dues or assessments shall be and constitute a lien on the lot for which they are assessed; provided that such lien will be subordinate to liens created by levy of the Special Assessments. The Association Regulations will establish periodic Owner's Association dues and assessments, to be charged and paid by the lot owners in within the Property, that are and will be sufficient to maintain the HOA-Maintained Improvements. The Association Regulations will require the periodic dues and assessments to be increased from time to time as necessary to provide the funds required for the maintenance of the HOA-Maintained Improvements, and to provide funds required for the management and operation of the Association. The Association Regulations shall give the City authority to judicially enforce the covenants requiring the Maintenance Obligation and shall provide for the City to recover any attorney's fees and expenses incurred in judicial enforcement. The Association Regulations shall be subject to the City's approval. Compliance with this section shall be a condition of final plat approval.

(b) The Owners' Association dues and assessments required to be established, maintained and collected by the Owners' Association pursuant to this Agreement shall be in addition to, and not in lieu of, any and all other fees, charges and assessments that will be applicable to the Property.

(c) The Owners' Association shall execute a license agreement using the City's standard form obligating the Owners' Association to maintain the HOA-Maintained Improvements within thirty (30) days of the creation of the Owner's Association.

6.11 Natural Resource Regulations. The Developer further agrees that the Oak Creek Projects and the Subdivision Improvements will be constructed in compliance with the applicable state and federal natural resource and environmental laws, rules, and regulations, including, but not limited to, the following, to the extent, if any, they may be or become applicable. The Developer is not, however, responsible for water quality problems that are the result of surface water that originates outside the Property.

## **ARTICLE 7**

### **EMINENT DOMAIN**

The Authority agrees to cooperate and facilitate with the City for the City to provide reasonable use of all necessary City lands, rights-of-way, and easements and to provide further required easements or lands in fee simple as may be necessary for construction of Oak Creek Projects, save and except for any such land and easements within the Property. It is acknowledged that there exists a public necessity for the Oak Creek Projects, that the Oak Creek Projects will be Authority projects for the benefit of the Zone and the City, and that the Authority agrees to work, cooperate, and facilitate with the City to cause the City to use its

power of eminent domain to acquire such lands or easements, if necessary. The Developer shall pay the reasonable costs of any eminent domain proceeding that is initiated under the terms of this Agreement.

## **ARTICLE 8**

### **ASSIGNMENT**

8.1 Assignment by Developer. This Agreement may be assigned in whole or in part, by the Developer to any person or entity that is approved by the City (an “Assignee” and the “Assignment”). The Assignment shall be in writing and shall obligate the Assignee to be bound by the terms and conditions of this Agreement. The Assignment shall not be effective until a fully executed copy is provided to the City. The form of the Assignment shall be approved by the City Attorney prior to its execution. From and after the effective date of the Assignment, the City, the Authority, and the Zone agree to look solely to the Assignee for the performance of all duties and obligations that are assigned and agree that the Developer-assignor shall be unconditionally and irrevocably released from all such duties and obligations and from all liability under this Agreement whether such liability arose prior to or after the effective date of the Assignment. The City shall have thirty (30) days to approve or refuse to approve any proposed Assignee identified by the Developer in writing, and the failure of the City to do so within such thirty (30) day period shall constitute an approval. The City shall not unreasonably withhold, condition, or delay its approval of any proposed Assignee. If the City refuses to approve an Assignee, such refusal shall be in writing, shall set forth the basis for the refusal, shall be signed by the City Manager of the City, and shall be delivered to the Developer assignor within such thirty (30) day period. The City shall maintain as confidential all information regarding any proposed Assignee until a copy of the Assignment is delivered to the City; only to the extent that doing so is authorized under the Texas Public Information Act (Chapter 552, Texas Government Code, as amended (the “Texas Public Information Act”)), and release of information regarding a proposed Assignee in compliance with the Texas Public information Act shall not be deemed a breach of this Agreement.

8.2 Memorandum of Agreement. The Parties agree to execute and record a “Memorandum of Agreement” regarding this Agreement, the form of which memorandum shall be determined by the City, and which shall be recorded within sixty (60) days after the date the execution of this agreement. Upon termination of this Agreement, the Parties agree to execute and record an appropriate release of this Agreement. This Agreement shall be binding upon the Parties, their successors and assigns.

## **ARTICLE 9**

### **DEFAULT; REMEDIES**

9.1 Notice; Cure; Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party (“Cure Period”), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period

give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as soon as reasonably possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances, and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is commencing cure, then the non-defaulting Party may pursue the remedies set forth in this Agreement. Notwithstanding any provision contained herein to the contrary, the City may exercise its rights under any fiscal surety posted to secure the completion of the Oak Creek Projects or the Subdivision Improvements after the expiration of the time to complete such improvements set forth in the Applicable Regulations.

9.2 Remedies. If a Party is in default under this Agreement, the other Parties have available (to the maximum extent permitted by law, taking into consideration governmental immunities, if any) all remedies at law or in equity (including, but not limited to, injunctive relief, specific performance, and mandamus); however, no default by one Party shall constitute or be the basis for a default by a different Party, and no default by a Party shall: (1) entitle any Party to terminate this Agreement except as provided in Section 9.4; (2) entitle any Party to seek monetary damages; (3) relieve the City from its obligation to create and maintain the Oak Creek Payment Account within the Tax Increment Fund and to deposit therein the City Tax Increment Receipts and County Tax Increment Receipts; (4) relieve the City from its obligation to accept completed Subdivision Improvements and Oak Creek Projects that comply with the Applicable Regulations and this Agreement; (5) relieve the Authority from its obligation to verify the Oak Creek Project Cost; or (6) relieve the Authority from its obligation to reimburse verified Oak Creek Project Costs, subject to the terms, conditions, and limitations under this Agreement; or (7) relieve the Developer from complying with each requirement and obligation of the Developer under this Agreement.

9.3 Suspension of Reimbursements. In addition to the remedies set forth in this Article 9, notwithstanding the Cure Period, if the Developer is in default under this Agreement, and the Developer is or becomes entitled to reimbursement by the Authority for Oak Creek Project Costs in accordance with this Agreement, the Authority shall have the right, notwithstanding the Cure Period, upon 30 day's written notice to Developer, to suspend (and place in a third-party escrow account for the benefit of the Party "A") such reimbursements until the default has been cured.

9.4 Partial Termination. In addition to the remedies set forth in this Article 9, if a Party is in default under this Agreement, the Authority may partially terminate this Agreement as to any Oak Creek Projects not then completed or under construction upon the condition that further written notice of the intent of the Authority to do so is given to the defaulting Party and to any

lenders to or assignees of the defaulting Party that have been identified to the Authority and the lenders and assignees are given an additional 90 days to cure the default.

9.5 Remedies Cumulative. The remedies described in this Article are in addition to and not in replacement of any other remedies at law or inequity that a Party may have as a result of any default under this Agreement.

## **ARTICLE 10**

### **FORCE MAJEURE**

10.1 Force Majeure. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, including, but not limited to, the State of Texas, Williamson County or the City of Leander, 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. The term "force majeure" will specifically include an attack by terrorists within the United States that results in a disruption of the financial markets for a period of more than one (1) week.

10.2 Notice of Force Majeure. 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 Parties within thirty (30) days after the occurrence thereof.

10.3 Suspension. The obligations of the Party giving such notice, to the extent affected 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.

10.4 Settlement of Strikes. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

## **ARTICLE 11**

### **NOTICES AND MISCELLANEOUS PROVISIONS**

11.1 Written Notice. Any notice to be given hereunder by any Party to another Party shall be in writing and may be affected by personal delivery, or by facsimile with confirmation of receipt by the addressee, or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when delivered or when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the City shall be addressed:

City of Leander:  
Attn: City Manager  
P.O. Box 319  
200 West Willis Street  
Leander, Texas 78646-0319  
Facsimile: (512) 259-1605

Leander TIRZ:  
Leander Development Authority  
P.O. Box 319  
200 West Willis Street  
Leander, Texas 78646-0319  
Facsimile: (512) 259-1605

Copy to:  
Knight & Partners  
223 W. Anderson Lane, Ste A105  
Austin, Texas 78752  
Facsimile: (512) 323-5773

Sentinel Land Company:  
Attn: Tom Rielly  
160 Newport Center Drive  
Newport Beach, CA 92660  
Facsimile: (512) \_\_\_\_\_

Copy to:  
Metcalf Wolff Stewart & Williams  
Attention: Talley Williams  
221 W. 6<sup>th</sup> Street, Suite 1300  
Austin, Texas  
Facsimile: (512) 404-2245

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

11.3 Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Developer, the City, the Zone, and the Authority.

11.3. Attorney Fees. A Party shall not be liable to another Party for attorney fees or costs incurred in connection with any litigation between the parties, in which a Party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

11.4. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this

Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

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

11.6 Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the Parties voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City, the Zone, or the Authority to perform each and all of the City's, the Zone's, or the Authority's respective duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City, the Zone, and the Authority the Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

11.7 No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, the Zone, and the Authority, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City, the Zone, and the Authority enter into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

11.8 No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

11.9 Exhibits, Headings, Construction. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

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

11.12 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Developer.

*[Execution Page Follows]*

Executed as of \_\_\_\_ day of \_\_\_\_, 2014 and Effective upon execution by all Parties.

City of Leander, Texas

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Secretary

Approved as to Form:

\_\_\_\_\_  
City Attorney

Leander Development Authority

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

Reinvestment Zone Number One, City of Leander

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

Sentinel/Cotter Leander LLC, a Texas limited Liability company

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

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

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

**EXHIBIT A**

**Property**

**EXHIBIT B**  
**Estimated Total for Each Category of the Oak Creek Projects**  
**TABLE I**

<b>Water Projects – Necessary Connections</b>	<b>Estimated Project Costs</b>
a. West Broade Street	\$192,581
b. South Brook Drive	<u>\$239,869</u>
<b>Estimated Total for Water Projects</b>	<b>\$432,450</b>

**TABLE II**

<b>Drainage-Detention Projects – Regional Facilities/Ponds/Treatment Facilities (BMP's)</b>	<b>Estimated Project Costs</b>
a. Water Quality Basin "A"	\$496,650
b. Water Quality Basin "B"	\$187,050
c. Water Quality Basin "C"	\$374,100
d. Water Quality Basin "D"	<u>\$399,900</u>
<b>Estimated Total for Drainage-Detention Projects</b>	<b>\$1,457,700</b>

**TABLE III**

<b>Transportation Projects – Required Roadways</b>	<b>Estimated Project Costs</b>
a. W. Broade Street	\$973,247
b. South Brook Drive	\$598,977
c. Enhanced Bridge Treatment	<u>\$285,000</u>
<b>Estimated Total for Transportation Improvements</b>	<b>\$1,572,224</b>

**TABLE IV**

<b>List of Possible Design Enhancements</b>	<b>Estimated Project Costs</b>
a. Primary Entry Feature	\$181,845
a. Secondary Entry Feature	\$25,800
b. Native Area Revegetation	\$75,950
c. Lake Treatments	\$129,000
d. Trailheads	\$17,415
e. Street Lighting	\$57,792

**EXHIBIT C**

**Oak Creek Projects**

**EXHIBIT C-1**

**Water Projects**

**EXHIBIT C-2**

**Drainage-Detention Projects**

**EXHIBIT C-3**

**Transportation Projects**

**EXHIBIT C-4**

**Design Enhancements**



2. The terms and provisions hereof shall be deemed to be restrictive covenants encumbering and running with the Property and shall be binding upon the Owner and its successors and assigns.

3. (a) The City and its legal representatives and assigns shall have the right to enforce this Agreement and the covenants, restrictions, and conditions herein by a proceeding at law or in equity. The remedies available to the City under this Agreement are in addition to any other remedies that may be available to the City under its ordinances or state law. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) In the event that the Owner or any subsequent owner shall violate, or indicate that such Owner or any subsequent owner intends to violate, any of the terms and provisions set forth in this Agreement, in addition to any other remedies available at law or in equity, the City shall have the right, but shall not be obligated, to sue such Owner or any subsequent owner, as applicable (the obligations of Owner or any subsequent owner under this Agreement being several, not joint) for and obtain a prohibitive or mandatory injunction or any other equitable remedy to prevent the breach of, or to enforce the observance of, the terms of this Agreement. The foregoing remedies shall be cumulative with, in addition to, and non-exclusive of one another, and the exercise of any one remedy shall not bar the exercise of any other remedy. In the event of any legal action commenced by the City to enforce the obligations of Owner or any subsequent owner hereunder, the City shall be entitled to recover its reasonable attorney's fees and costs from such Owner or any subsequent owner, as applicable.

4. Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the address set forth below or at such other address as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses.

If to City:                      City of Leander  
   PO Box 319  
   200 W Willis St  
   Leander, Texas 78641  
   Attn: City Manager  
   Facsimile: 512.259.1605

With a copy to:                Knight and Partners  
   Attn: Paige Saenz, City Attorney  
   223 W. Anderson, Suite A-105  
   Austin, Texas 78752  
   Facsimile: 512.323.5773

If to Owner:                    Sentinel Cotter Leander, LLC

Attn: Tom Rielly  
700 Lavaca Street, Suite 900  
Austin, Texas 78701  
Facsimile: \_\_\_\_\_

With a copy to:

5. This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of Texas (without giving effect to the principles thereof relating to conflicts of law).

IN TESTIMONY WHEREOF, the parties hereto have executed this AGREEMENT in Williamson County, Texas as of this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF LEANDER, TEXAS**

**Attest:**

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

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

**OWNER:**

**SENTINEL/COTTER LEANDER, LLC,**  
a Texas limited liability company

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

§



**EXHIBIT "A"**

**Metes and Bounds Description of the Property**



**Professional Land Surveying, Inc.  
Surveying and Mapping**

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

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**125.575 AC.  
WATERSTONE MICHELLE, L.P.**

A DESCRIPTION OF 125.575 ACRES (APPROXIMATELY 5,470,044 SQUARE FEET) IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 164.466 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO WATERSTONE MICHELLE, L.P., DATED AUGUST 5, 2004 AND RECORDED IN DOCUMENT NO. 2004063368 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 125.575 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" rebar found for the southeast corner of the said 164.466 acre tract, being also the northeast corner of a 78.978 acre tract recorded in Document No. 2003003109 of the Official Public Records of Williamson County, Texas and being also in the west right-of-way line of US Highway 183 (right-of-way width varies);

**THENCE** South 75°04'10" West, with the south line of the 164.466 acre tract and the north line of the 78.978 acre tract, a distance of 603.40 feet to a 1/2" rebar with Chaparral cap set for the **POINT OF BEGINNING**;

**THENCE** with the south line of the 164.466 acre tract and the north line of the 78.978 acre tract, the following five (5) courses and distances:

1. South 75°04'10" West, a distance of 30.83 feet to a concrete monument found;
2. South 75°04'31" West, a distance of 1,312.45 feet to a concrete monument found;
3. South 75°07'18" West, a distance of 837.81 feet to a 1/2" rebar found;
4. South 80°22'18" West, a distance of 27.71 feet to 1/2" rebar found;
5. South 69°36'56" West, a distance of 21.77 feet to a 1/2" rebar found in the south line of the 164.466 acre tract, being also the northwest corner of the 78.978 acre tract, being also the northeast corner of Lot 68 Block A, Estates of North Creek Ranch Section Two, a subdivision of record in Cabinet V, Slide 293 of the Plat Records of Williamson County, Texas;

**THENCE** South 69°09'11" West with the south line of the 164.466 acre tract and the north line of the said Estates of North Creek Ranch Section Two, a distance of 369.12

feet to a 1/2" rebar with Stanley cap found for the southeast corner of Lot 1, Block A, Heritage Glen Section One, a subdivision of record in Cabinet CC, Slide 369 of the Plat Records of Williamson County, Texas;

**THENCE** crossing the 164.466 acre tract, with the perimeter of said Heritage Glen Section One, the following ten (10) courses and distances:

1. North 21°07'13" West, a distance of 186.87 feet to a 1/2" rebar with All Points cap found in the north right-of-way line of the termination of South Brook Drive (64' right-of-way width), being also in the south line of Lot 1, Block D, Heritage Glen Section One;
2. North 68°51'57" East, with the south line of Lot 1, a distance of 154.83 feet to a 1/2" rebar with Chaparral cap found for a point of curvature;
3. With a curve to the left in the south line of Lot 1, having a radius of 15.00 feet, a delta angle of 89°43'31", an arc length of 23.49 feet, and a chord which bears North 23°56'24" East, a distance of 21.16 feet to a 1/2" rebar with Chaparral cap found for a point of tangency in the east line of Lot 1;
4. North 21°06'14" West, with the east line of Lot 1, a distance of 744.15 feet to a Mag nail with Chaparral washer set for the northeast corner of Lot 1;
5. South 68°53'22" West, with the north line of Lot 1, a distance of 750.35 feet to a 1/2" rebar with Chaparral cap found for the northwest corner of Lot 1;
6. South 18°24'23" East, with the west line of Lot 1, a distance of 213.39 feet to a 1/2" rebar with Chaparral cap found for a point of curvature;
7. With a curve to the right in the west line of Lot 1, having a radius of 931.56 feet, a delta angle of 01°53'09", an arc length of 30.66 feet, and a chord which bears South 17°29'03" East, a distance of 30.66 feet to a 1/2" rebar with All Points cap found in the east right-of-way of the termination of Coulee Drive (60' right-of-way width);
8. South 73°28'22" West, with the north termination of Coulee Drive, a distance of 59.85 feet to a 1/2" rebar with All Points cap found in the west right-of-way line of Coulee Drive;
9. With a curve to the right in the west line of Coulee Drive, having a radius of 871.56 feet, a delta angle of 01°05'46", an arc length of 16.68 feet, and a chord

which bears South 15°58'40" East, a distance of 16.67 feet to a 1/2" rebar with All Points cap found for the northeast corner of Lot 10, Block C of Heritage Glen Section One;

10. South 74°30'40" West, with the north line of said Lot 10, a distance of 146.22 feet to a 1/2" rebar with Stanley cap found for the northwest corner of lot 10, being also in the east line of Lot 13, Block H, Benbrook Ranch, Section One, Phase Two, a subdivision recorded in Cabinet Y, Slide 345 of the Plat Records of Williamson County, Texas, and being also in the west line of the 164.466 acre tract;

**THENCE** North 16°29'54" West, with the west line of said 164.466 acre tract, same being the east line of said Block H, a distance of 1,009.33 feet to a 1/2" rebar found for an angle point in the west line of the 164.466 acre tract, being also in the southeast line of Lot 3, Block H, Benbrook Ranch Section Two, Phase One, a subdivision of record in Cabinet CC, Slide 3 of the Plat Records of Williamson County, Texas;

**THENCE** with the northwest line of the 164.466 acre tract and the southeast line of said Lot 3, the following five (5) courses and distances:

1. North 26°58'52" East, a distance of 227.49 feet to a 1/2" rebar found;
2. North 07°51'51" West, a distance of 113.94 feet to a 182" rebar found;
3. North 07°08'24" West, a distance of 89.78 feet to a 1/2" rebar found;
4. North 10°03'53" East, a distance of 17.15 feet to a 1/2" rebar found;
5. North 19°15'44" West, a distance of 37.17 feet to a calculated point in the centerline of Brushy Creek;

**THENCE** with the north line of the 164.466 acre tract, being the centerline of Brushy Creek, and being the south line of Lot 3, the following six (6) courses and distances:

1. North 34°38'57" East, a distance of 99.98 feet to a calculated point;
2. North 67°39'42" East, a distance of 149.82 feet to a calculated point;
3. North 52°34'57" East, a distance of 241.82 feet to a calculated point;
4. North 66°42'22" East, a distance of 108.26 feet to a calculated point;

5. North 69°49'32" East, a distance of 135.35 feet to a calculated point;
6. North 77°47'52" East, a distance of 160.43 feet to a calculated point for the southeast corner of Lot 3, being also the southwest corner of a 107.928 acre tract described in Document No. 2004063370 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found bears North 20°39'49" West, a distance of 55.92 feet;

**THENCE** with centerline of Brushy Creek, being also the north line of the 164.466 acre tract and the south line of the 107.928 acre tract, the following fifteen (15) courses and distances:

1. South 77°13'17" East, a distance of 144.19 feet to a calculated point;
2. South 25°33'17" East, a distance of 69.71 feet to a calculated point;
3. South 13°32'17" East, a distance of 73.80 feet to a calculated point;
4. South 35°10'17" East, a distance of 76.69 feet to a point;
5. North 80°03'43" East, a distance of 151.16 feet to a calculated point;
6. North 69°06'43" East, a distance of 245.27 feet to a calculated point;
7. South 46°59'17" East, a distance of 75.24 feet to a calculated point;
8. South 82°30'17" East, a distance of 435.20 feet to a calculated point;
9. North 57°03'43" East, a distance of 58.81 feet to a calculated point;
10. North 75°34'43" East, a distance of 148.11 feet to a calculated point;
11. South 39°53'17" East, a distance of 143.77 feet to a calculated point;
12. North 70°10'43" East, a distance of 89.94 feet to a calculated point;
13. North 16°32'43" East, a distance of 105.29 feet to a calculated point;
14. North 63°51'43" East, a distance of 260.61 feet to a calculated point;

15. South 86°45'17" East, a distance of 11.33 feet to a calculated point for the northwest corner of a 3.150 acre tract recorded in Document No. 2000053933 of the Official Public Records of Williamson County, Texas;

**THENCE** leaving Brushy Creek, with the north line of the 164.466 acre tract, being also the west line of the 3.150 acre tract, the following two (2) courses and distances:

1. South 00°45'28" East, a distance of 22.26 feet to a 1/2" rebar found;
2. South 00°45'28" East, a distance of 95.51 feet to a 1/2" rebar found for the southwest corner of the 3.150 acre tract;

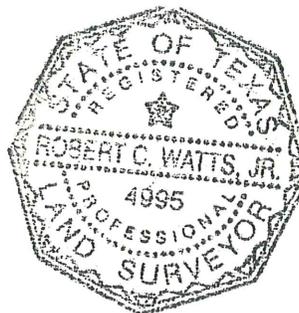
**THENCE** with the north line of the 164.466 acre tract, being also the south line of the 3.150 acre tract, the following two (2) courses and distances:

1. North 88°19'34" East, a distance of 440.91 feet to a 1/2" rebar found, from which a nail found in a concrete dam bears North 11°52'18" West, a distance of 168.04 feet;
2. North 88°34'02" East, a distance of 234.28 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar found in the west right-of-way line of U.S. 183, being also the northeast corner of the 164.466 acre tract, being also the southeast corner of the 3.150 acre tract, bears North 88°34'02" East, a distance of 636.85 feet;

**THENCE** South 21°01'11" East, crossing the 164.466 acre tract, a distance of 1,478.67 to the **POINT OF BEGINNING**, containing 125.575 acres of land, more or less.

Surveyed on the ground July 17, 2013. Bearing basis is Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing No. 942-001-T11.

  
Robert C. Watts, Jr.  
Registered Professional Land Surveyor  
State of Texas No. 4995



7-24-13





Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

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**25.319 AC.  
WATERSTONE TYLERVILLE, L.P.**

A DESCRIPTION OF 25.319 ACRES (APPROXIMATELY 1,102,883 SQ. FT.) IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 107.928 ACRE TRACT CONVEYED TO WATERSTONE TYLERVILLE, L.P. IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED AUGUST 5, 2004 AND RECORDED IN DOCUMENT NO. 2004063370 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 25.319 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with Chaparral cap set in the west line of the said 107.928 acre tract, being also in the south right-of-way line of San Gabriel Parkway (right-of-way width varies) as described in Document No. 2005011119 of the Official Public Records of Williamson County, Texas, and being in the east line of a 34.705 acre tract described in Document No. 2005006808 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found for the northwest corner of the 107.928 acre tract bears North 20°44'42" West, a distance of 453.14 feet;

**THENCE** with the south line of San Gabriel Parkway, over and across the 107.928 acre tract, the following four (4) courses and distances:

1. South 77°11'17" East, a distance of 206.16 feet to a 1/2" rebar with ZWA cap found;
2. South 76°33'22" East, a distance of 999.84 feet to a 1/2" rebar with ZWA cap found;
3. South 76°10'25" East, a distance of 306.57 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar found with an illegible cap found bears South 06°04'20" West, a distance of 0.38 feet;
4. With a curve to the left, having a radius of 2150.00 feet, a delta angle of 14°13'24", an arc length of 533.72 feet, and a chord which bears South 83°17'07" East, a distance of 532.35 feet to a 1/2" rebar with Chaparral cap set;

**THENCE** continuing over and across the 107.928 acre tract, the following two (4) courses and distances:

1. South 00°24'10" East, a distance of 20.00 feet to a 1/2" rebar with Chaparral cap set;
2. South 46°02'48" West, a distance of 35.85 feet to a 1/2" rebar with Chaparral cap set;
3. North 88°14'47" West, a distance of 20.00 feet to a 1/2" rebar with Chaparral cap set;
4. South 01°45'13" West, a distance of 284.57 feet to a calculated point in the south line of the 107.928 acre tract, being also the north line of a 164.466 acre tract described in Document No. 2004063368 of the Official Public Records of Williamson County, Texas, being also an agreed boundary line described in Volume 1455, Page 296 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found in the common line of the 107.928 acre tract and the 164.466 acre tract, and being in the west line of a 3.150 acre tract described in Document No. 2000053933 of the Official Public Records of Williamson County, Texas bears North 63°51'43" East, a distance of 55.17 feet, and South 86°45'17" East, a distance of 11.33 feet for the northwest corner of the 3.150 acre tract, and South 00°45'28" East, a distance of 22.26 feet;

**THENCE** with the south line of the 107.928 acre tract, being also the north line of the 164.466 acre tract, being also the agreed boundary line, and being the center of Brushy Creek, the following fourteen (14) courses and distances:

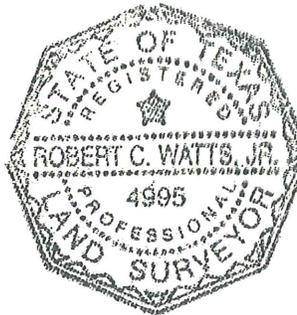
1. South 63°51'43" West, a distance of 205.44 feet to a calculated point;
2. South 16°32'43" West, a distance of 105.29 feet to a calculated point;
3. South 70°10'43" West, a distance of 89.94 feet to a calculated point;
4. North 39°53'17" West, a distance of 143.77 feet to a calculated point;
5. South 75°34'43" West, a distance of 148.11 feet to a calculated point;
6. South 57°03'43" West, a distance of 58.81 feet to a calculated point;
7. North 82°30'17" West, a distance of 435.20 feet to a calculated point;
8. North 46°59'17" West, a distance of 75.24 feet to a calculated point;

9. South 69°06'43" West, a distance of 245.27 feet to a calculated point;
10. South 80°03'43" West, a distance of 151.16 feet to a calculated point;
11. North 35°10'17" West, a distance of 76.69 feet to a calculated point;
12. North 13°32'17" West, a distance of 73.80 feet to a calculated point;
13. North 25°33'17" West, a distance of 69.71 feet to a calculated point;
14. North 77°13'17" West, a distance of 144.19 feet to a calculated point for the southwest corner of the 107.928 acre tract, being also the southeast corner of Lot 3, Block H, Benbrook Ranch Section Two, Phase One, a subdivision of record in Cabinet CC, Slide 3 of the Plat Records of Williamson County, Texas;

**THENCE** North 20°44'42" West, with the west line of the 107.928 acre tract, being also the east line of Lot 3, Block H, and being the east line of the 34.705 acre tract, at 55.92 feet passing a 1/2" rebar found, and continuing for a total distance of 747.56 feet to the **POINT OF BEGINNING**, containing 25.319 acres of land, more or less.

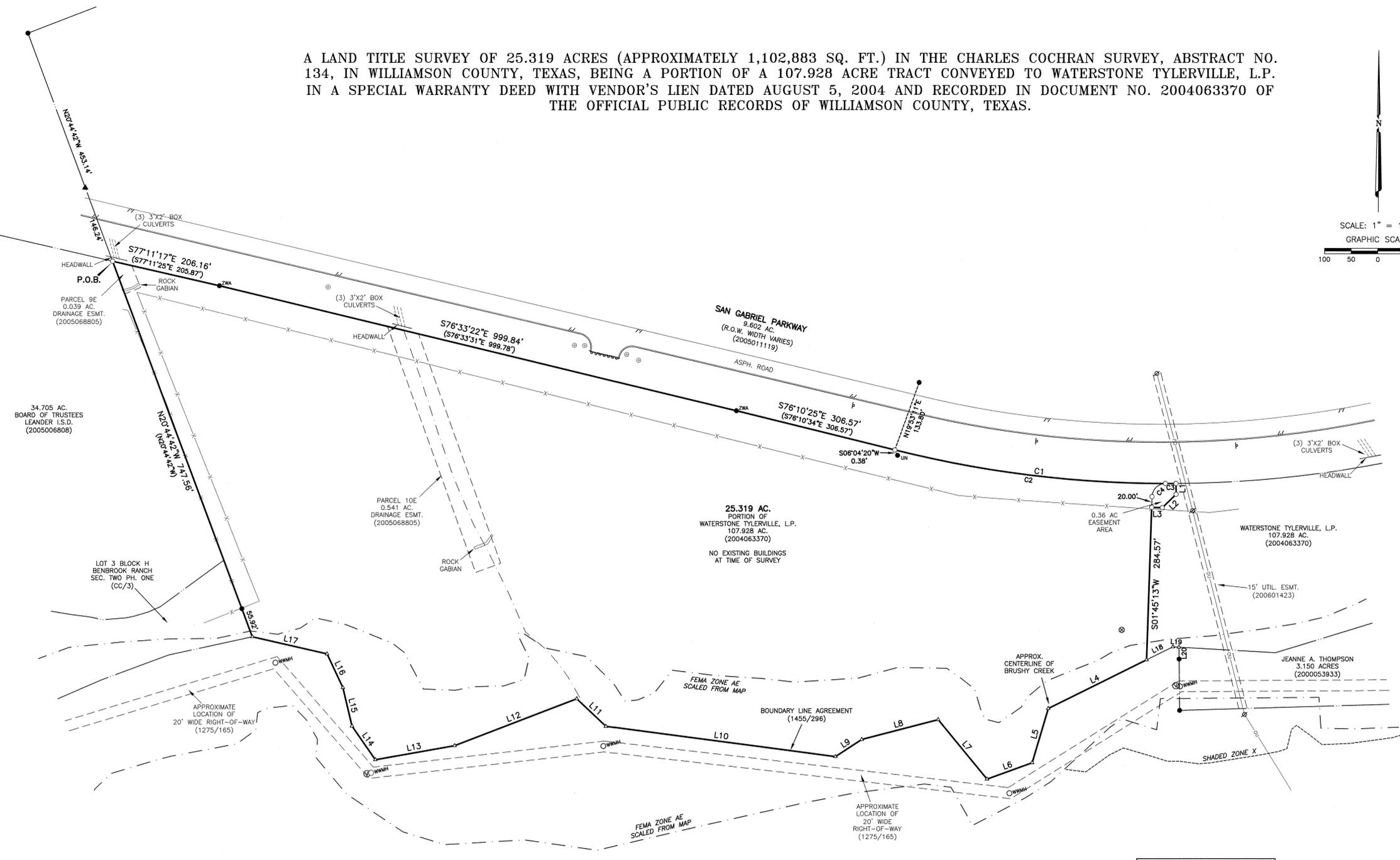
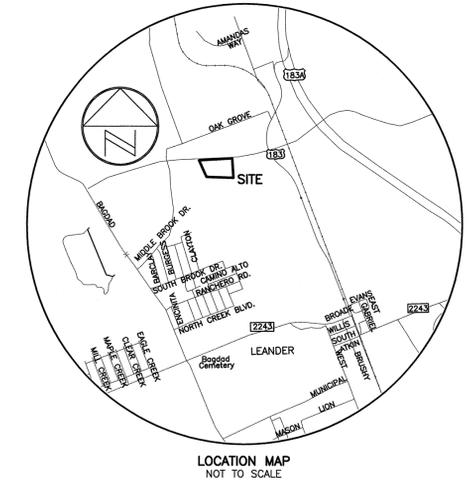
Surveyed on the ground September 12, 2013. Bearing basis is Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing No. 143-033-BASE.

*RCW*  
Robert C. Watts, Jr.  
Registered Professional Land Surveyor  
State of Texas No. 4995



*9-19-13*

A LAND TITLE SURVEY OF 25.319 ACRES (APPROXIMATELY 1,102,883 SQ. FT.) IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 107.928 ACRE TRACT CONVEYED TO WATERSTONE TYLerville, L.P. IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED AUGUST 5, 2004 AND RECORDED IN DOCUMENT NO. 2004063370 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



25.319 AC.  
PORTION OF  
WATERSTONE TYLerville, L.P.  
107.928 AC.  
(2004063370)  
NO EXISTING BUILDINGS  
AT TIME OF SURVEY

WATERSTONE TYLerville, L.P.  
107.928 AC.  
(2004063370)

JEANNE A. THOMPSON  
3,150 ACRES  
(2000053933)

WATERSTONE MICHELLE, L.P.  
PORTION OF 164.466 AC.  
(2004063368)

- TITLE COMMITMENT NOTE:**  
COMMITMENT FOR TITLE INSURANCE PREPARED BY:  
Stewart Title Insurance Company (Georgetown title Company, Inc.)  
G.F. No.: 130068550A Effective Date: 8/7/2013 Issued: 8/16/2013
- The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.
- Schedule "B" items contained therein and re-listed below were considered:
- Restrictive Covenants:  
Volume 969, Page 312, Official Records, Williamson County, Texas.
  - Easement dated October 15, 1929, granted by Mrs. Alice E. Woolsey et al to Texas Power & Light Co. recorded in Volume 245, Page 140, Deed Records, Williamson County, Texas. -- May affect the subject tract, unable to accurately plot due to poor description.
  - Easement for underground facilities dated June 28, 1974, granted by Miller Rhodes to Southwestern Bell Telephone Company recorded in Volume 594, Page 783, Deed Records, Williamson County, Texas. -- Does not affect the subject tract
  - Terms, provisions and conditions of Boundary Line Agreement dated November 18, 1986, by and between Michelle, Ltd. and Michelle III, Ltd. recorded in Volume 1450, Page 886, and re-recorded in Volume 1455, Page 296, Official Records, Williamson County, Texas. -- Subject to, shown hereon
  - Drainage easement dated August 19, 2005, granted by Waterstone Tylerville, L.P. to Williamson County, Texas, recorded under Document No. 2005068805, Official Public Records, Williamson County, Texas. -- Subject to, shown hereon (Parcels 9E and 10E, others do not apply)
  - Utility easement dated July 16, 2004, granted by William B. Pohl, Trustee for Tylerville, Ltd. to Padernoles Electric Cooperative, Inc. recorded under Document No. 2006010423, Official Public Records, Williamson County, Texas. -- Subject to, "as the power lines exist". The line known to us to be in place in the general time of execution of the easement is shown hereon, which does not affect the subject tract.
  - An undivided 50% of all royalties and an undivided 50% in and to all of the oil, gas and other minerals, and all rights incident thereto, reserved by Grantors in deed dated July 20, 1983, executed by Philip H. Thompson, Jr. and wife, Jeanne A. Thompson to F.B.N. II Associates recorded in Volume 930, Page 468, Deed Records, Williamson County, Texas. Title to said reservation has not been examined subsequent to its date of execution. -- Subject to, not plottable
  - An undivided 50% of all royalties in all of the oil, gas and other minerals, and all rights incident thereto, conveyed in Mineral Deed dated March 14, 1986, from Jack Friedman to Philip H. Thompson, Jr. and wife, Jeanne A. Thompson recorded in Volume 1327, Page 221, Official Records, Williamson County, Texas. Title to said reservation has not been examined subsequent to its date of execution. -- Subject to, not plottable
  - The rights of Upper Brushy Creek Water Control and Improvement District to levy taxes and issue bonds.

**FLOOD-PLAIN NOTE:**  
A portion of the tract shown hereon lies within Zone "AE" (special flood hazard area), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, as shown on map no. 48491C0455E, dated September 26, 2008, for Williamson County, Texas and incorporated areas. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

**SURVEYOR'S CERTIFICATE:**  
CERTIFIED TO: Waterstone Tylerville, L.P.  
Sentinel Land Company, LLC  
Stewart Title Guaranty Company  
Georgetown Title Company, Inc.

PROPERTY ADDRESS: San Gabriel Parkway, Leander, Texas 78641

DATE OF SURVEY: 09/12/2013

ATTACHMENTS: Metes and Bounds Description

I hereby certify that a survey of the property shown hereon was actually made upon the ground under my direction and supervision on the date shown, and that to the best of my professional knowledge and belief there are no apparent encroachments, overlapping of improvements, discrepancies, deed line conflicts, visible utility lines or roads in place, except as shown hereon, and that this property abuts or adjoins a dedicated road right-of-way or access easement, unless noted hereon.

This survey was made substantially in accordance with the standards and conditions set forth for a Category 1A, Condition II, Land Title Survey, based on the Manual of Practice for Land Surveying in Texas, 2006 Revised Eleventh Edition, prepared by the Texas Society of Professional Surveyors.

Robert C. Watts, Jr. Date 9-19-13  
Registered Professional Land Surveyor  
State of Texas No. 4995

**LEGEND**

- 1/2" REBAR FOUND (OR AS NOTED)
- <sup>ZWA</sup> 1/2" REBAR WITH "ZWA" CAP FOUND
- <sup>UN</sup> 1/2" REBAR WITH "UNREADABLE" CAP FOUND
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- ▲ NAIL WITH "CUNNINGHAM ALLEN" WASHER FOUND
- △ CALCULATED POINT
- ⊙ VENT PIPE
- ⊙ PVC PIPE
- ⊙ UTILITY POLE
- ← GUY WIRE
- OVERHEAD UTILITIES
- ⊙ WASTEWATER MANHOLE
- ⊙ WATER VALVE
- ▽ SIGN
- EDGE OF PAVEMENT
- BARB WIRE FENCE
- ( ) RECORD INFORMATION

THIS IS A SURFACE DRAWING.  
BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON 1983/93 HARN VALUES FROM LCRA CONTROL NETWORK.  
POINT #1 DISK IN CONCRETE STAMPED "LEA3"  
TEXAS STATE PLANE COORDINATES:  
N 10185125.630  
E 3076139.255  
COMBINED SCALE FACTOR = 0.999861806 (FOR SURFACE TO GRID CONVERSION)  
INVERSE SCALE FACTOR = 1.000138213 (FOR GRID TO SURFACE CONVERSION)  
SCALED ABOUT LEA3

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S00°24'10"E	20.00'
L2	S46°02'48"W	35.85'
L3	N88°14'47"W	20.00'
L4	S63°51'43"W	205.44'
L5	S16°32'43"W	105.29'
L6	S70°10'43"W	89.94'
L7	N39°53'17"W	143.77'
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L12	S69°06'43"W	245.27'
L13	S80°03'43"W	151.16'
L14	N35°10'17"W	76.69'
L15	N13°32'17"W	73.80'
L16	N25°33'17"W	69.71'
L17	N77°13'17"W	144.19'
L18	N63°51'43"E	55.17'
L19	S86°45'17"E	11.33'
L20	S00°45'28"E	22.26'

**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	TANGENT
C1	2150.00'	14°13'24"	533.72'	S83°17'07"E	532.35'	268.24'
C2	2150.00'	13°41'25"	513.72'	S83°01'08"E	512.50'	258.09'
C3	2150.00'	0°31'59"	20.00'	N89°52'11"E	20.00'	10.00'
C4	25.00'	88°22'56"	38.56'	S45°56'42"W	34.85'	24.30'

Robert C. Watts, Jr.  
R.P.L.S. No. 4995

Professional Land Surveying, Inc.  
Surveying and Mapping  
3500 McCall Lane  
Austin, Texas 78744  
512-443-1724

PROJECT NO.: 143-033  
DRAWING NO.: 143-033-BASE  
PLOT DATE: 09/19/2013  
PLOT SCALE: 1" = 100'  
DRAWN BY: IAS/RW  
SHEET 01 OF 01

# TIRZ FUNDED IMPROVEMENTS

## WATER PROJECTS

-  WEST BROADE STREET
-  SOUTH BROOK DRIVE



# TIRZ FUNDED IMPROVEMENTS

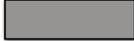
DRAINAGE-DETENTION PROJECTS-  
REGIONAL FACILITIES/PONDS/TREATMENT (BMPs)

-  WATER QUALITY BASIN "A"
-  WATER QUALITY BASIN "B"
-  WATER QUALITY BASIN "C"
-  WATER QUALITY BASIN "D"



# TIRZ FUNDED IMPROVEMENTS

## TRANSPORTATION PROJECTS

-  WEST BROADE STREET
-  SOUTH BROOK DRIVE
-  ENHANCED BRIDGE TREATMENT



# TIRZ FUNDED IMPROVEMENTS

## DESIGN ENHANCEMENTS

-  PRIMARY ENTRY FEATURE
-  SECONDARY ENTRY FEATURE
-  LAKE TREATMENTS
-  NATIVE AREA RESTORATION
-  STREET LIGHTING
-  TRAILHEADS

