



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 15, 2025
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Michael Herrera
Place 3 – David McDonald

Place 4 – Na'Cole Thompson, Mayor Pro Tem
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Todd Parton

The meeting will also be live-streamed at the following link: <https://www.leandertx.gov/video>.

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Receive a presentation regarding Williamson County Road Bond Projects.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.
5. Roll Call.
6. Recognition of Service Councilmember Place 1 and Councilmember Place 5
7. Oath of Office for elected Councilmember Place 1, re-elected Councilmember Place 3, and elected Councilmember Place 5.
[Immediately following the oaths of office there will be a brief reception.]
8. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per individual.]

9. Staff Reports
 - Branding RFP Update
 - Capital Improvement Program Update: Senior Center (CIP P.6).
 - Water Update

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on May 1, 2025.
11. Acceptance of infrastructure improvements of a 16-inch water line for public water improvements associated with Subdivision Case PICP-23-0068, starting at Argyle Road and County Road 175 intersection and proceeding south and ending at Wildsprings subdivision.
12. Approval of Change Order No.1 for the RM 2243 Master Lift Station and Gravity Relief Main Project (CIP Project WW.43) with Cash Construction for Construction Services, providing resolution to a conflict with the proposed wastewater gravity line, increasing the current contract by \$122,615.29 for a new total of \$7,629,409.29, with an extension of term duration of ten (10) calendar days; and authorize the City Manager to execute any and all necessary documents.
13. Approval of Change Order No.2 for the RM 2243 Reclaimed Waterline Improvements project (CIP Project WW.46) with C. C. Carlton Industries, LTD, providing for allowable reimbursable, increasing the current contract by an amount of \$358,488.00 for a new total of \$7,624,960.90, with no extension of term; and authorize the City Manager to execute any and all necessary documents.
14. Approval of Cost-Share Funding Program Agreement by and between the City of Leander and the Lower Colorado River Authority (LCRA), a conservation and reclamation district of the State of Texas, to provide funding of \$100,000.00 to assist in the implementation of the City's Advanced Metering Infrastructure (AMI) System, (CIP W.42); and authorize the City Manager to execute any and all necessary documents.
15. Approval of a Resolution of the City of Leander, Texas, accepting the petition for the Barksdale Phase 3 Annexation Case A-25-0022 regarding the voluntary annexation of 48.96 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District as Parcels R338810, R407805 and R407804; and generally located at the northwest corner of Journey Parkway and County Road 175, Leander, Williamson, Texas.
16. Approval of the second reading of an Ordinance regarding the Oakwood Hills Annexation Case A-24-0015 and the adjacent right-of-way (ROW) of Nameless Road Annexation Case A-24-0019 regarding the voluntary annexation of 337.292 acres $\pm$ in size, more particularly described by Travis Central Appraisal District as Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and the portion of the abutting ROW known as Nameless Road; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.
17. Approval of the second reading of an Ordinance regarding Zoning Case Z-24-0124 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to SFR-2-B (Single Family Rural) on seven (7) parcels of land 337.292 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

PUBLIC HEARING: ACTION

18. Conduct a Public Hearing regarding Zoning Case Z-25-0164 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one (1) parcel of land 4.68 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031240; and generally located northwest of the intersection of Ronald W. Reagan Boulevard and E. Crystal Falls Parkway, approximately 250 feet west of the intersection on the northside of E. Crystal Falls Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0164 as described above.

REGULAR AGENDA

19. Discuss and consider action on the Telecommunications Marketing and Master Ground Lease Agreement between the City of Leander and Branch Communications, LLC, for the marketing, leasing, development, and management of telecommunication facilities on City-owned properties; and to authorize the City Manager to execute any and all necessary documents. *[Postponed until June 5, 2025 regular meeting.]*
20. Discuss and consider action on Tree Removal Case TRP-24-0026 regarding the removal of multiple Heritage Trees associated with the Leander Tech Park Public Improvements (PICP-24-0133) and Site Development Projects (SD-24-0086) located approximately 500 feet southwest of the intersection of State Highway 29 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
21. Discuss and consider the selection of Mayor Pro Tem for 2025-2026.
22. Discuss and consider action on scheduling a one-day workshop in June to discuss and provide direction on transportation matters.
23. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*
24. Council Member Closing Statements.
25. Convene into Executive Session pursuant to Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition/lease of property for public purpose.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding acquisition/lease of property for public purpose.
26. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 9 day of May 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
5/15/2025

AGENDA SUBJECT:

Approval of the minutes for meeting held on May 1, 2025.

BACKGROUND:

Attached are the minutes for meeting held on May 1, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes May 1, 2025



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 1, 2025
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Michael Herrera
Place 3 – David McDonald

Place 4 – Na'Cole Thompson, Mayor Pro Tem
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Todd Parton

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:02 p.m.

2. Roll Call.

Roll call reflected all present.

3. Receive a presentation regarding micro-trenching requirements and proposed updates to the City's permitting and specifications to allow this technique.

Discussion included: what is micro-trenching; fiber installation; timeline; summary of area standards; subdivisions not eligible for micro-trenching; and challenges.

Briefing workshop adjourned at 6:08 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation, Police and Fire Department Color Guards presenting Colors and Pledges of Allegiance.

Opened meeting at 7:00 p.m.; Councilmember McDonald provided the invocation; following the invocation received the presentation of the Colors by Leander Police and Fire Department Color Guards and Mayor DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present.

6. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per

individual.]

No one spoke.

7. Recognitions/Proclamations/Visitors.

- Eagle Scouts Certificate of Recognition
- National Day of Prayer Proclamation (May 1)
- National Wildfire Awareness Month Proclamation (May)
- National Peace Officer Week and Memorial Day Proclamation (May 11-17)
- National Public Servants Month Proclamation (May)

8. Staff Reports

- Capital Improvement Project Update regarding Bagdad Terminus Pump Station, Ground Storage Tank, and 24-inch Waterline (CIP W.74)
- State Legislative Update

Bagdad Terminus Pump Station update included: storage tank replacement; scope of work; extent of work; and timeline.

State Legislative update included: legislative priorities; upcoming deadlines; administrative bills; community censorship bills; annexation bills; election bills; finance bills; land use bills; tax bills; transportation bills; and water bills.

CONSENT AGENDA: ACTION

[Mayor stated State there is a scrivener's error on item 15 we are not accepting the streets. Streets will be accepted for maintenance by the County.]

Motion: Approve consent agenda items 9 through 16.

By: Councilmember Czernek

Seconded: Councilmember Pantalion-Parker

Vote: 7 - 0

9. Approval of the minutes for meeting held on April 17, 2025.
10. Approval of Fiscal Year 2025 Roadway Striping Program with D.I.J. Construction, Inc. in the amount of \$75,929.99 utilizing Solicitation #S20-18 agreement; and authorizing the City Manager to execute any and all necessary documents.
11. Approval of Work Order No. 6 with Pavement Restoration, Inc., utilizing Solicitation S20-023 agreement for asphalt rejuvenating agent application to asphalt concrete roadways in the amount of \$57,917.45; and authorizing the City Manager to execute any and all necessary documents
12. Approval of Amendment No.5 to Task Order DA-01 with Doucet & Associates, Inc., for San Gabriel Parkway Phase 3 from CR 270 to the Palmera Ridge Subdivision (CIP Project T.46), increasing the

current contract amount by \$134,949.50 for a new total of \$813,047.50; and authorize the City Manager to execute any and all necessary documents.

13. Approval of Task Order DRAIN-EEP-CIPS23-019-02 with EDGE Engineering, PLLC, for Lakewood Community Park WCID Compensatory Cut (CIP Project P.4), in the amount of \$78,050.00; and authorize the City Manager to execute any and all necessary documents.
14. Approval of the Client Subscription Agreement with SpryPoint Services, Inc., subcontractor engaged by Core & Main LP, for the Advanced Metering Infrastructure Water Meter Conversion (CIP Project W.42); and authorize the City Manager to execute all necessary contracts and documents
15. Acceptance of Infrastructure Improvements associated with Subdivision Case PICIP-23-0086 Bar W Ranch West Phase 9 for public streets, drainage, water, wastewater and streetlights.
16. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0151 to amend the current zoning of SFR-1-B (Single-Family Rural) to SFS-2-A (Single-Family Suburban) on one (1) parcel of land 10.01 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R318556; and more commonly known as 551 Private Road 920, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

17. Conduct a Public Hearing regarding Ordinance Case OR-25-0031 amending Chapter 3 Building Regulations, Section 3.01.001 Building Codes for the purpose of adopting the 2021 Series of International Codes and selected Appendices with Local Amendments, adopting the 2023 National Electrical Code; and amending Code Of Ordinances Chapter 5 Fire And Emergency Management, Article 5.01 Fire Code for the purpose of adopting the 2021 Fire Code and selected Appendices with Local Amendments.

- Discuss and consider action regarding Ordinance Case OR-25-0031 as described above.

Opened Public Hearing at 8:07 p.m.; Closed Public Hearing at 8:07 p.m. No one spoke in favor or opposition.

Motion: Approve Ordinance Case OR-25-0031.

By: Councilmember Pantalion-Parker

Seconded: Councilmember Ross

Vote: 7 - 0

18. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-25-0016 to amend the Comprehensive Plan text to update the Employment Center land use category for the center located to the southwest of the intersection of Hero Way and Ronald W. Reagan Boulevard to create options for horizontal mixed uses and update the Leander Central land use category located to the northeast of the intersection of Hero Way and US 183 to support conventional zoning districts including the GC (General Commercial) and LC (Local Commercial) use components, Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-25-0016 as described above.

Opened Public Hearing at 8:19 p.m.; Closed Public Hearing at 8:19 p.m. No one spoke in favor or opposition.

Motion: Approve Comprehensive Plan Case CPA-25-0016.

By: Councilmember Pantaloni-Parker

Seconded: Councilmember Ross

Vote: 7 - 0

REGULAR AGENDA

19. Discuss and consider action on the Telecommunications Marketing and Master Ground Lease Agreement between the City of Leander and Branch Communications, LLC, for the marketing, leasing, development, and management of telecommunication facilities on City-owned properties; and to authorize the City Manager to execute any and all necessary documents.

Following a discussion, no action was taken.

20. Discuss and consider action on the first reading of an Ordinance regarding the Oakwood Hills Annexation Case A-24-0015 and the adjacent right-of-way (ROW) of Nameless Road Annexation Case A-24-0019 regarding the voluntary annexation of 337.292 acres $\pm$ in size, more particularly described by Travis Central Appraisal District as Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and the portion of the abutting ROW known as Nameless Road; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

Motion: Approve Annexation Case A-24-0015 with Staff recommendations, following a discussion.

By: Mayor DeLisle

Seconded: Councilmember Ross

Vote: 7 - 0

21. Discuss and consider action on the first reading of an Ordinance regarding Zoning Case Z-24-0124 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to SFR-2-B (Single Family Rural) on seven (7) parcels of land approximately 337.292 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

Motion: Approve Zoning Case Z-24-0124.

By: Councilmember McDonald

Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

22. Discuss and consider action on an Ordinance amending Article A7.000, Appendix A, Leander Code of Ordinances, to adopt a monthly surcharge applicable to outside city limits retail water customers for the recovery of rate-case expenses ordered by the Public Utility Commission; providing a method of

calculating the surcharge; establishing a maximum monthly surcharge of \$5.00 providing severability, open meetings, and effective date clauses, and providing for other related matters

Motion: Approve Ordinance amending Article A7.000, Appendix A.

By: Councilmember Ross

Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

23. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*

None.

24. Council Member Closing Statements.

Kathryn Pantalion-Parker - commented on City Manager Parton recently celebrated one-year anniversary with the City; and wished him happy anniversary.

Michael Herrera - congratulated all the Eagle Scouts that received recognition tonight; and expressed appreciation to the Fire and Police Color Guards for presentation of Colors.

Na'Cole Thompson - wished everyone a happy prom season, early Mother's Day and graduation.

Chris Czernek - thanked staff for National Day of Prayer event; and thankful for serving with this City Council.

Christine DeLisle - stated dinner was from Shark Burgers; reminded everyone to shop locally; thanked staff for improved executive summaries; commented on upcoming release of community survey; election being held on Saturday, May 3; appreciate service of Councilmember Pantalion-Parker and Czernek as last closing comments.

25. Convene into Executive Session pursuant to:

1. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of property for public purpose; and
2. Section 551.074, Texas Government Code, to discuss the annual evaluation of City Manager.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:

1. Acquisition of property for public purpose; and
2. City Manager evaluation.

Recessed into Executive Session at 9:04 p.m.; reconvened into open session at 10:46 p.m.

1. No action.
2. Motion: Approve a 4% pay raise for the City Manager.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Ross

Vote: 7 - 0

26. Adjournment

Adjourned at 10:46 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
5/15/2025

AGENDA SUBJECT:

Acceptance of infrastructure improvements of a 16-inch water line for public water improvements associated with Subdivision Case PICIP-23-0068, starting at Argyle Road and County Road 175 intersection and proceeding south and ending at Wildsprings subdivision.

BACKGROUND:

Approximately \$1.38 million in required public infrastructure for water improvements associated with the Wildspring Phase 1 Subdivision has been installed, inspected, and is substantially completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, an affidavit of all bills paid, and a two-year (2) term maintenance bond.

The maintenance bond will commence the two-year (2) term upon City Council acceptance, as anticipated, on May 15, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through May 15, 2027. The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the maintenance bond to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the maintenance bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Emily Truman, P.E., CFM, PMP, City Engineer

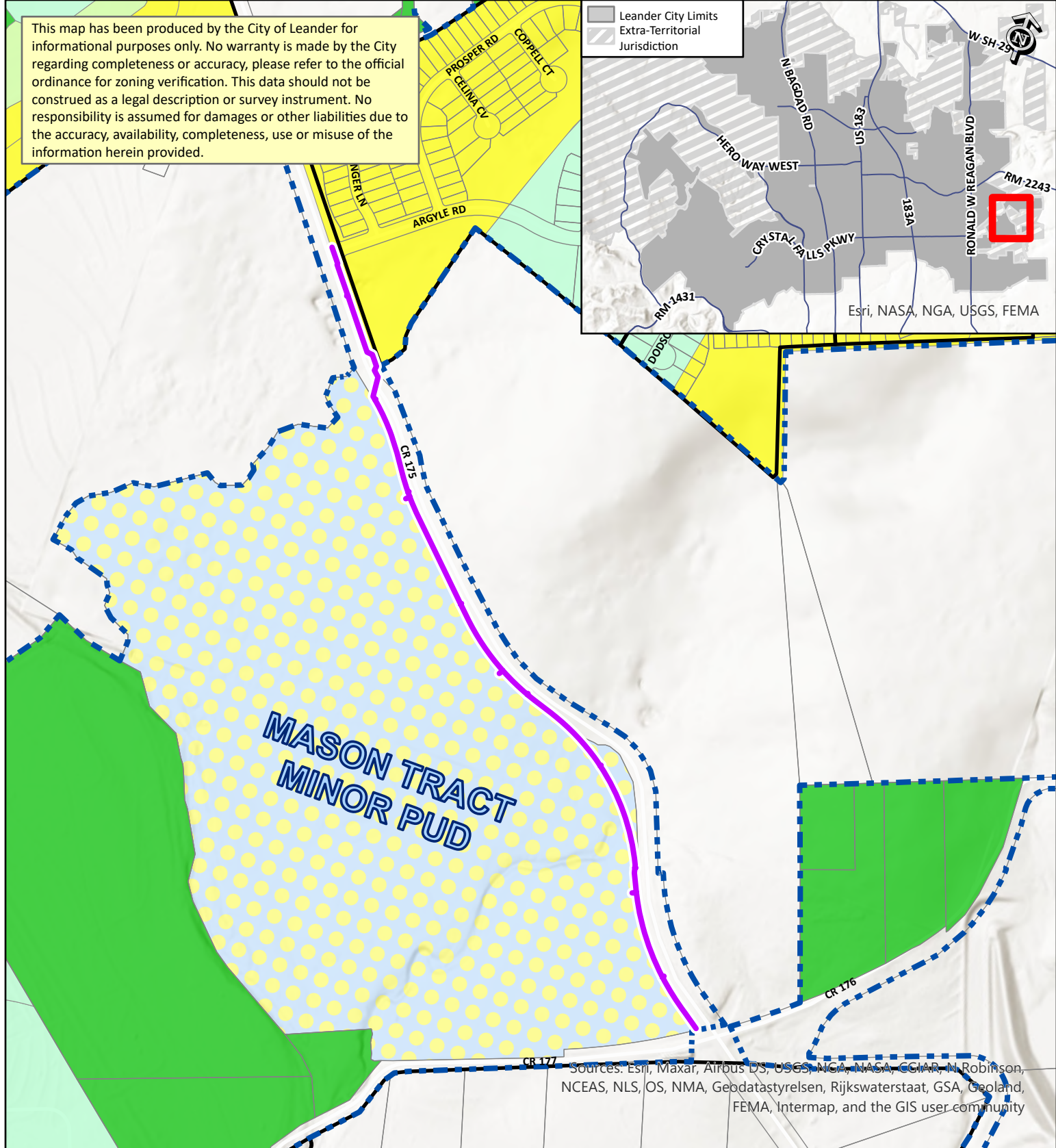
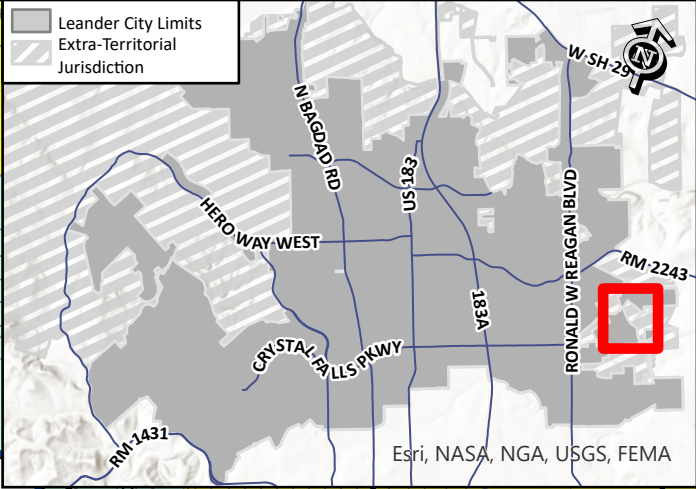
Fiscal Impact

Attachments:

1. CR 175 16-in Waterline Acceptance

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

Leander City Limits
Extra-Territorial Jurisdiction

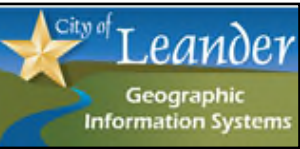


Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N. Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

SUBDIVISION ACCEPTANCE

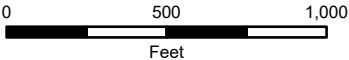
CR 175 16in Waterline - PICP-23-0068

Project Area
City Limits



RESIDENTIAL
SFR - Single-Family Rural
SFS - Single-Family Suburban
SFU - Single-Family Urban

SFC - Single-Family Compact
PUD LAND USE
PUD - Single-Family



March 4, 2025

Emily Truman, P.E., CFM, PMP
City of Leander Engineer
P.O. Box 319
Leander, TX 78646

RE: CR 175 Proposed 16" Waterline Public Improvement Construction Plans
App. No.: PICP-23-0068
Engineer's Concurrence – Substantial Completion

Dear Ms. Truman:

This letter is to inform you that I, and/or my designated representative, have made a preliminary visual observation of the above referenced project. I have also visited the site during construction and observed the installation of water improvements. Based on these observations, I hereby certify that these improvements were substantially completed in conformance with the approved plans and specifications.

Please feel free to contact me if you need any additional information or have any further questions.

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



Aimee Chavez, P.E.
Associate Vice President

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WATERLINE - ENGINEERS CONCURRENCE.docx

MAINTENANCE BOND
Subdivision Improvements

Bond #: PB03016801233

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that DNT Construction, LLC
as Principal, whose address is 2400 Picadilly Dr. Round Rock, TX 78664 and Philadelphia Indemnity Insurance Company, a Corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of One Hundred Thirty-Eight Thousand and Forty-Five And 26/100 Dollars (\$138,045.26) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed CR 175 Proposed 16" Waterline Public Improvement Construction Plans (PICP-23-0068) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 17th day of February, 2025.

DNT Construction, LLC
Principal

By: , Dean Tomme

Title: President

Address: 2300 Picadilly Dr., Round Rock, TX 78664

Philadelphia Indemnity Insurance Company
Surety

By: , Tom Mulanax

Title: Attorney in Fact

Address: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

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

Whorton Insurance Services 11200 Jollyville Rd. Austin, TX 78759

(Seal)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Rosemarie Lopez, Jeremy Farque, Michael Whorton, David Whorton, Rachel Martinez, and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)



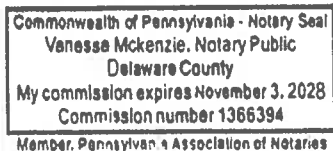
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of February, 2025.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

January 22, 2025

Sarvesh Dhakal, P.E.
Engineer
201 N. Brushy Street
Leander, Texas 78646

RE: CR 175 Proposed 16" Waterline
App. No.: PICP-23-0068
Final Cost Certification

Dear Mr. Dhakal:

Following is the information as applicable for items that will be owned and maintained by the City within this project:

Final Plat Legal Name as Recorded: Wildspring Phase 1 Subdivision.

Name on Approved Construction Documents: CR 175 Proposed 16" Waterline (PICP-23-0068).

Name on Bank Bond for Fiscal Posting: CR 175 Proposed 16" Waterline Public Improvements Construction Plans.

COST SUMMARY

Street Improvements:	\$	--
Drainage & Erosion and Sedimentation Control Improvements:	\$	41,294.60
Water Improvements:	\$	1,339,157.00
Wastewater Improvements:	\$	--
TOTAL	\$	1,380,451.60

MAINTENANCE BOND

Total Improvements:	\$	1,380,451.60
Maintenance Bond (10%)	\$	138,045.16

INSPECTION FEES

Total Cost of CR 175 Proposed 16" Waterline Improvements	\$ 1,380,451.60
3.5% Inspection Fees Owed to City	\$ 48,315.81
Inspection Fees Paid at Initial Submittal & Revisions #1 - #3	\$ 16,929.38
Inspection Fees Owed to City with Closeout	\$ 31,386.43

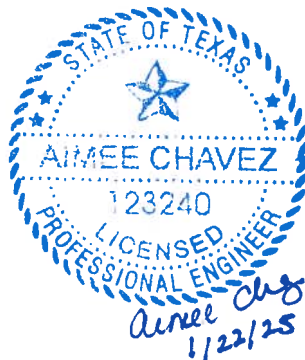
ENGINEER'S CONTACT INFORMATION

Aimee Chavez, P.E.
Pape-Dawson Consulting Engineers, LLC.
10801 N. Mopac Expressway. Building 3, Suite 200
Austin, TX 78759
AChavez@pape-dawson.com
(512) 454-8711

Please call if you have any questions.

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

Aimee Chavez, P.E.
Associate Vice President



H:\Projects\514\80\00\301 Construction Documents\Documents\Plan Processing\City\CR 175 Waterline Closeout\Maintenance Bond\250107 CR 175 Waterline - Development Cost Letter.docx

**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF TRAVIS

Date: 3/20/2025

Owner: Toll Bros., Inc.

Contractor/Material
Provider ("Affiant"): DNT Construction

Project : Wildspring Offsite Waterline

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that they have been paid in full for all labor and material provided to the above-noted construction project and acknowledge and certify that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project pursuant to the Contract.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

SUBSCRIBED AND SWORN TO BY Affiant on this 20th day of MARCH, 2025

AFFIANT:

Signature: _____



Typed Name: Dean Tomme

Title: President

Initialed: _____



STATE OF TEXAS ,

COUNTY OF Travis ,

BEFORE ME the undersigned authority on this day personally appeared Dean Tomme, known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20 day of March, 25.

[SEAL]



Kristyne Watley
Notary in and for the State of Texas

Name: Kristyne Watley

My commission expires: March 18, 2028

Initialed: 



EXECUTIVE SUMMARY
5/15/2025

AGENDA SUBJECT:

Approval of Change Order No.1 for the RM 2243 Master Lift Station and Gravity Relief Main Project (CIP Project WW.43) with Cash Construction for Construction Services, providing resolution to a conflict with the proposed wastewater gravity line, increasing the current contract by \$122,615.29 for a new total of \$7,629,409.29, with an extension of term duration of ten (10) calendar days; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

This project is included in the City of Leander's Capital Improvements Program as WW.43 and includes construction of approximately 6,900 linear feet of 15-inch gravity relief main and replacement of existing wastewater treatment plant Lift Stations #9 and #10 with a new master lift station (Lift Station #39) capable of serving the existing 2.25 million gallon per day treatment capacity of the Leander 2243 wastewater treatment plant with provisions for future expansion.

During the construction of the gravity line, which began in August 2024, the contractor discovered a 6-inch potable water line along RM 2243 that was incorrectly represented on an as-built drawing and conflicted with the proposed wastewater gravity line. When the conflict was discovered, the contractor had to demobilize due to the uncertainty of the waterline's location and the solution to the issue. The contractor performed potholing and survey of the existing waterline which showed the line deviated significantly from the original location shown on the as-built plans, and it crossed the proposed gravity line at various locations. To resolve the conflicts and to maintain the required offset from the wastewater line, the existing 6-inch waterline had to be relocated.

The change order pricing includes cost for water line relocation and cost for other additional construction services such as demobilization, remobilization, surveying, and water line repairs that incurred due to the conflict.

HISTORY/TIMELINE:

04/18/2024 - City Council approval to award Solicitation CIPS24-005 to Cash Construction in the amount of \$7,506,794.00 for construction services for the RM 2243 Master Lift Station and Gravity Relief Main Project (CIP WW.43).

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Gina M. Ellison, P.E., Executive Director of Public Works

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	\$122,615.29
<u>Expenditure (New / Amended):</u>	No
<u>Recurring or one-time:</u>	Amended
<u>Fund source (Operating / Utility / etc.):</u>	One-Time
	Utility

Attachments:

1. Partially Executed Change Order No. 1

CHANGE ORDER NO. 1:

Owner: City of Leander Owner's Project No.: CIP WW.43
Engineer: George Butler Associates, Inc. Engineer's Project No.: 14846.00
Contractor: Cash Construction Contractor's Project No.:
Project: RM2243 Master Lift Station and Gravity Relief Main Project
Contract Name: WW.43-CASH-CIPS24-005
Date Issued: 04/19/2024 Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

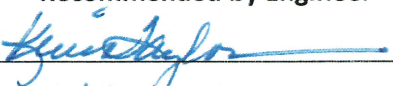
This Change Order is to provide repair and relocation on the existing 6" water line along RM 2243, from east of the 6" water line connection to First Baptist Church Leander to the connection with the 12" water line west of Toll Road 183A Frontage Road. The breakage of the water line was a result of mismarked locates due to inaccurate records. The replacement of approximately 700 linear feet is due to a conflict with the proposed wastewater line. The amount of the change order is \$122,615.29 and 10 additional days.

Attachments:

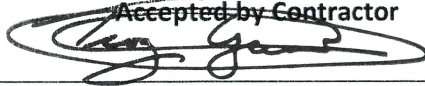
1. Cash Construction Change Order No. 1 and supporting documents for trenching and pothole and survey.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 7,506,794.00	Original Contract Times: Substantial Completion: 450 Days Ready for final payment: 480 Days
Increase from previously approved Change Orders: \$ 0.00	Increase from previously approved Change Orders: Substantial Completion: 0 Days Ready for final payment: 0 Days
Contract Price prior to this Change Order: \$ 7,506,794.00	Contract Times prior to this Change Order: Substantial Completion: 450 Days Ready for final payment: 480 Days
Increase this Change Order: \$ 122,615.29	Increase this Change Order: Substantial Completion: 10 Days Ready for final payment: 10 Days
Contract Price incorporating this Change Order: \$ 7,629,409.29	Contract Times with all approved Change Orders: Substantial Completion: 460 Days Ready for final payment: 490 Days

Recommended by Engineer

By: 
Title: ENGINEER
Date: 4/7/2025

Accepted by Contractor


SVP
5/6/25

Authorized by Owner

By: _____
Title: _____
Date: _____

CONTRACTOR: CASH CONSTRUCTION COMPANY, LTD.						
PROJECT:	1040 - Leander LS and Gravity Main					
ITEM:	CPR #2 - Waterline Relocation_REV2					
DATE:	3/17/2025					
				Additional	Unit	Bid
Item #	Description	Qty.	Unit	Days	Bid	Amount
1	TRENCHER SUB DEMOB & REMOB 1660	2.00	EA		\$9,544.50	\$19,089.00
2	TRENCHER SUB MOBILIZATION 1460	1.00	EA		\$6,893.25	\$6,893.25
3	6" C900 WATERLINE	700.00	LF		\$97.48	\$68,236.00
4	TIE-IN 6" WATERLINE	2.00	EA		\$4,942.54	\$9,885.08
5	POT HOLE & SURVEY EXISTING 6" WATERLINE	1.00	LS		\$13,603.03	\$13,603.03
6	EXISTING 6" WATERLINE REPAIR	1.00	LS		\$4,908.93	\$4,908.93
	GRAND TOTAL			10.00		\$122,615.29
PRICES EXCLUDE: IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.						



EXECUTIVE SUMMARY
5/15/2025

AGENDA SUBJECT:

Approval of Change Order No.2 for the RM 2243 Reclaimed Waterline Improvements project (CIP Project WW.46) with C. C. Carlton Industries, LTD, providing for allowable reimbursable, increasing the current contract by an amount of \$358,488.00 for a new total of \$7,624,960.90, with no extension of term; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Solicitation CIPS24-001 was issued in October 2023 for the procurement of the Construction Services for the RM 2243 Reclaimed Waterline Improvements project. The construction contract was approved during the January 18, 2024, City Council meeting. Since the design documents estimate the quantity of materials required, and relative to a unit-cost contract agreement, actual materials installed can be greater or less than what the design specifies. This either creates a credit or an additional cost to the City. During the course of construction, C. C. Carlton Industries, LTD, had determined differences in what was installed. These change items are as follows:

- Item 1: Reduce 10 LF Bid Item No. 1, Silt Fence @ \$5/LF;
- Item 2: Add 4 EA Bid Item No. 2, Stabilized Construction Entrance @ \$3,000/LF;
- Item 3: Add 1 LS Bid Item No. 3, Concrete Washout Station @ \$1,150/LF;
- Item 4: Reduce 68 LF Bid Item No. 4, Sidewalk @ \$40/LF;
- Item 5: Add 272 LF Bid Item No. 5, 6' Chain Link Fence @ \$170/LF;
- Item 6: Reduce 2 LF Bid Item No. 9, Tree Protection Fencing @ \$6/LF;
- Item 7: Reduce 83 LF Bid Item No. 11, 6" Water Line @ \$90/LF;
- Item 8: Reduce 178 LF Bid Item No. 12, 12" Water Line @ 125/LF;
- Item 9: Add 205 LF Bid Item No. 15, 24" Bore and Case @ \$1,350/LF;
- Item 10: Reduce 17 LF Bid Item No. 16, Asphalt Pavement Repair @ \$140/LF;
- Item 11: Add 17 LF Bid Item No. 17, Concrete Curb Repair @ \$125/LF;
- Item 12: Reduce 1 EA Bid Item No. 25, 10,000 Gallon Hydrotank @ \$107,100/EA;
- Item 13: Add 379 LF Bid Item No. 30, Fiber Optic Duct Bank @ \$125/LF;
- Item 14: Add 3 EA Bid Item No. 31, Pull Boxes @ \$13,830/LF;
- Item 15: Add 100 LF Bid Item No. 32, 20" Bore and Case @ \$1,010/LF.

These change items create a total change request of \$358,488.00 for a new total contract amount of \$7,624,960.90.

HISTORY/TIMELINE:

01/18/2024 – City Council awarded the construction contract to C. C. Carlton Industries, LTD for Construction Services for the RM 2243 Reclaimed Waterline Improvements project (CIP Project WW.46) for the amount of \$6,967,478.75;

03/06/2025 – City Council Approval of Change Order No.1 with C. C. Carlton Industries, LTD for the RM 2243 Reclaimed Waterline Improvements project (CIP Project WW.46), providing for groundwater pumping,

deepened bore pit and receiver pit at Main Street and Hero Way due to existing utilities for the amount of \$298,994.15.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$358,488.00
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	CO SERIES

Attachments:

1. Partially Executed Change Order No. 2

CHANGE ORDER NO. 2

Owner: City of Leander Owner's Project No.: WW.46
Engineer: GBA
Contractor: C.C. Carlton Ind., Ltd.
Project: Leander RM 2243 Reclaimed Water System Improvements
Contract Name: WW.46-CCC-CIPS24-001
Date Issued: 04/30/2025 Effective Date of Change Order: Date of last signature

The Contract is modified as follows upon execution of this Change Order:

Description:

Item 1: Reduce 10 LF Bid Item No. 1, Silt Fence @ \$5/LF;
Item 2: Add 4 EA Bid Item No. 2, Stabilized Construction Entrance @ \$3,000/EA;
Item 3: Add 1 LS Bid Item No. 3, Concrete Washout Station @ \$1,150/LS;
Item 4: Reduce 68 LF Bid Item No. 4, Sidewalk @ \$40/LF;
Item 5: Add 272 LF Bid Item No. 5, 6' Chain Link Fence @ \$170/LF;
Item 6: Reduce 2 LF Bid Item No. 9, Tree Protection Fencing @ \$6/LF;
Item 7: Reduce 83 LF Bid Item No. 11, 6" Water Line @ \$90/LF;
Item 8: Reduce 178 LF Bid Item No. 12, 12" Water Line @ 125/LF;
Item 9: Add 205 LF Bid Item No. 15, 24" Bore and Case @ \$1,350/LF;
Item 10: Reduce 17 LF Bid Item No. 16, Asphalt Pavement Repair @ \$140/LF;
Item 11: Add 17 LF Bid Item No. 17, Concrete Curb Repair @ \$125/LF;
Item 12: Reduce 1 EA Bid Item No. 25, 10,000 Gallon Hydrotank @ \$107,100/EA;
Item 13: Add 379 LF Bid Item No. 30, Fiber Optic Duct Bank @ \$125/LF;
Item 14: Add 3 EA Bid Item No. 31, Pull Boxes @ \$4,610/EA;
Item 15: Add 100 LF Bid Item No. 32, 20" Bore and Case @ \$1,010/LF.

Attachments: GBA Change Order No. 2

Change in Contract Price
Original Contract Price:
\$6,967,478.75
Previously incorporated Change Orders:
\$298,994.15
Contract Price Incorporating Previous Change Orders:
\$7,266,472.90
Increase this Change Order No. 2:
\$358,488.00
Contract Price incorporating this Change Order:
\$7,624,960.90
Change in Contract Times
The CONTRACT TIME will be increased by zero (0) calendar days for the substantial completion of improvements. The date for completion of the Work is July 23, 2025.

Recommended by Engineer

Signature: Frank T. Phelan
Name: Frank T. Phelan, P.E.
Title: Principal
Date: 04/30/2025

Authorized by Contractor

Signature: Benjamin Lyon
Name: Benjamin Lyon
Title: CEO of CCCI
Date: 5/5/2025

Accepted by Owner

Signature: _____
Name: _____
Title: _____
Date: _____



1500 County Road 269
Leander, TX 78641

Mailing Address:
9601 Amberglen Blvd. #109
Austin, TX 78729

CHANGE ORDER

ORDER NO.: 2
DATE: 4/30/25
AGREEMENT DATE: 1/18/24

NAME OF PROJECT: Leander RM 2243 Reclaimed Water System Improvements

OWNER: City of Leander, Texas

CONTRACTOR: C.C. Carlton Ind., Ltd.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

- Item 1: Reduce 10 LF Bid Item No. 1, Silt Fence @ \$5/LF;
- Item 2: Add 4 EA Bid Item No. 2, Stabilized Construction Entrance @ \$3,000/EA;
- Item 3: Add 1 LS Bid Item No. 3, Concrete Washout Station @ \$1,150/LS;
- Item 4: Reduce 68 LF Bid Item No. 4, Sidewalk @ \$40/LF;
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- Item 14: Add 3 EA Bid Item No. 31, Pull Boxes @ \$4,610/EA;
- Item 15: Add 100 LF Bid Item No. 32, 20" Bore and Case @ \$1,010/LF.

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$6,967,478.75
Previous change order CONTRACT PRICE: \$7,266,472.90
The CONTRACT PRICE due to this CHANGE ORDER will be increased or (decreased) by: \$358,488.00
New CONTRACT PRICE including this CHANGE ORDER will be: \$7,624,960.90

3. Change to CONTRACT TIME:

The CONTRACT TIME will be increased by zero (0) calendar days for the substantial completion of improvements. The date for completion of the Work is July 23, 2025.

4. Approvals Required:

To be effective, this order must be signed by all parties to the Agreement if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Recommended by: Frank T. Phelan, P.E. Signed: *Frank T. Phelan*

Ordered by: Benjamin Lyon, CEO of CCCI Signed: *Benjamin Lyon*

Accepted by: _____ Signed: _____



EXECUTIVE SUMMARY
5/15/2025

AGENDA SUBJECT:

Approval of Cost-Share Funding Program Agreement by and between the City of Leander and the Lower Colorado River Authority (LCRA), a conservation and reclamation district of the State of Texas, to provide funding of \$100,000.00 to assist in the implementation of the City's Advanced Metering Infrastructure (AMI) System, (CIP W.42); and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City's Advanced Metering Infrastructure (AMI) system, when completed, will allow for continuous and instantaneous access from a centralized location to view, manage, plan, and analyze water use at any given water meter, remotely. In addition, there will be a customer portal that will allow water users and customers to track their consumption and water savings. Benefits include water demand management, proactive conservation enforcement and response, improved customer service, and early leak detection. All this will help the City, as well as water customers, better monitor and manage water usage.

This Cost Sharing Funding Program Agreement with the Lower Colorado River Authority (LCRA) will assist the city in the implementation of our AMI program by providing \$100,000 in funding support. As a condition of this funding support, the City is agreeing to complete the AMI project as well as to provide required water monitoring and savings reports to the Lower Colorado River Authority for a minimum period of 5 years. The City has also received \$5,908,846.00 in funds through the American Rescue Plan Act for the implementation of our AMI system, which has a total project implementation cost of \$9,999,502.00.

HISTORY/TIMELINE:

09/26/2024 - Application to LCRA for Firm Water Conservation Cost-Share Program submitted
11/13/2024 - Staff attended the application Review Committee meeting seeking approval of funds
12/05/2024 - City Council Approved, contract to Core & Main LP, for the implementation of an Advanced Metering Infrastructure.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval.

PRESENTER:

Roman Poudyal, Deputy Public Works Director

Fiscal Impact

Attachments:

1. Cost Share Agreement

COST-SHARE FUNDING PROGRAM AGREEMENT

BETWEEN

CITY OF LEANDER

AND

THE LOWER COLORADO RIVER AUTHORITY

This Agreement is entered into by and between the Lower Colorado River Authority (“LCRA”), a conservation and reclamation district of the State of Texas, and the City of Leander (“Recipient”).

In consideration of the Recipient’s commitments made in a cost-share application dated March 1, 2024, attached hereto as Exhibit A and incorporated herein (the “Cost-share Application”), LCRA agrees to provide funding to Recipient in the amount of \$100,000.00 (the “Cost-share Funds”) for a project that will allow Recipient to (1) convert from a mixed automatic meter reading system (AMR) and manual read metering system to advanced metering infrastructure (AMI) in order to switch from monthly to hourly water use data; and (2) implement a customer portal that allows both customer and utility staff to access real-time data to help identify leaks faster in an effort to decrease potable water use and conserve Highland Lakes water (the “Project”).

I. Purpose

Recipient will perform, and will be solely responsible for, all work (including without limitation any labor, transportation, materials, and equipment) necessary to complete the Project in accordance with the Cost-share Application. Nothing contained herein requires LCRA to select, procure, install, maintain or repair any equipment or improvements, to supervise or train the Recipient’s personnel with respect to any activities, or to participate in any programs or services funded with the Cost-share Funds. Cost-share Funds are to be used by Recipient solely for the Project purpose(s) stated in the Cost-share Application.

II. Recipient’s Responsibilities

A. **Project Completion Date.** Recipient agrees to complete the Project within twenty-four (24) months from the date the Cost-share Funds are awarded, or any other timeframe contained under the Cost-share Application and agreed to by LCRA. If the Project is not completed within 24 months, or any other timeframe agreed to by LCRA, Recipient shall return all of the Cost-share Funds to LCRA upon demand. Upon completion of the Project, Recipient agrees to provide LCRA with a completed status report, attached hereto as Exhibit B and incorporated herein. In addition, Recipient agrees to track and report annual water savings resulting from the Project to LCRA for a minimum of five (5) years.

B. **Use and Disposition of Equipment or Improvements.** The obligations of the Recipient hereunder, including but not limited to the requirement to use equipment or improvements purchased or funded with the Cost-share Funds for the purposes stated in the Cost-share Application, shall continue for the useful life of the equipment or improvement, if any. When equipment or improvements purchased or funded with the Cost-share Funds are no longer needed for the original Project purposes (regardless of whether the Project continues to be supported by LCRA funds), provided that LCRA approves, Recipient may use the equipment

for other eligible or comparable activities or purposes; otherwise, Recipient shall request disposition instructions from LCRA.

- C. Acknowledgment of Support and Disclaimer. Unless advised to the contrary, all materials publicizing or resulting from cost-share activities should contain an acknowledgement of LCRA support.
- D. Record Keeping. Recipient shall maintain accurate records of all costs, payments, and related data as may be required by LCRA to verify proper use of the Cost-share Funds for the Project. Recipient shall maintain such records for at least two (2) years after completion of the Project, and shall make the records available to LCRA for inspection upon reasonable notice. Recipient will ensure that its subcontractors will also maintain such records in connection with the Project for such two (2) year period.
- E. Right to Inspect. LCRA shall have the right to enter upon and photograph any Project-related sites at any reasonable time for the purpose of inspection, including but not limited to walk-throughs, on-site evaluations, and end of Project evaluations.
- F. Subcontractors. Recipient remains responsible for all performance requirements under this Agreement even though the performance may be carried out by a subcontractor or other person or organization. Nothing in this Agreement will create a contractual relationship between LCRA and any of Recipient's subcontractors, sub-recipients or other persons or organizations performing work related to this Agreement ("Subcontractors").

III. Funds; Reimbursement

- A. Cost-share Project Funding. LCRA agrees to pay the Recipient the Cost-share Funds for the purpose of funding costs and expenses reasonably incurred in the completion of the Project, under the following terms:
 - a. Recipient acknowledges that the Cost-share Funds to be contributed by LCRA are based on projected Project costs submitted by Recipient as a part of the Cost-share Application (the "Projected Project Cost"), and are established as of the date of this Agreement.
 - b. In no event will the Cost-share Funds increase, regardless of the final cost of the Project (the "Actual Project Cost"). LCRA will not be responsible for any amounts in excess of the Cost-share Funds, for which the Recipient will be solely responsible.
 - c. The Cost-share Funds may constitute no more than 50 percent of the Actual Project Cost. If the Actual Project Cost is 90% of the Projected Project Cost or less, LCRA may require the Recipient to return a pro-rated portion of the Cost-share Funds in accordance with Section III.C.
 - d. As a condition of receiving Cost-share assistance for the Project, Recipient warrants that funds are available for the completion of the Project.
- B. Multiple LCRA Funding. Recipients may not submit multiple applications for the same project through this or any other LCRA funding opportunity.
- C. Return of Unspent Funds to LCRA. Any Cost-share Funds remaining unspent or becoming unencumbered after the end of the expiration date (See Section II.A. Project Completion Date) must be returned to LCRA within 30 days after the Project Completion Date.

- D. Interest on Cost-share Funds. Any interest earned by Recipient on the Cost-share Funds prior to its expenditure shall be considered Cost-share Funds and applied exclusively to the Project, or included with any Cost-share Funds returned or refunded to LCRA under the terms of this Agreement, as applicable.
- E. Breach. If Recipient breaches this Agreement, Recipient agrees that it shall refund to LCRA the full amount of the Cost-share Funds.

IV. Termination

If the Recipient fails to execute this Agreement on or before June 13, 2025, fails to perform or complete the Project in accordance with the Cost-share Application, or fails to comply with any terms or conditions of this Agreement, LCRA may, upon written notice of default to Recipient, immediately terminate all or any part of this Agreement. Termination of this Agreement for breach will not constitute a waiver of any other rights or remedies. All remedies, either under this Agreement, at law, or in equity, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination.

V. Assumption of Risk and Indemnification

RECIPIENT WILL ASSUME ALL RISKS ASSOCIATED WITH RECIPIENT'S OR SUBCONTRACTORS' PERFORMANCE UNDER THIS AGREEMENT AND WILL WAIVE ANY CLAIM AGAINST LCRA FOR DAMAGES ARISING OUT OF THE PERFORMANCE OF THE PROJECT. TO THE EXTENT AUTHORIZED BY LAW, RECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LCRA, ITS DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND WHATSOEVER, INCLUDING THE COSTS OF LITIGATION AND ATTORNEYS' FEES, ARISING FROM THE PROJECT, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LCRA.

VI. Miscellaneous

- A. Insurance. If requested by LCRA, Recipient shall obtain and maintain a policy of insurance for the useful life of any equipment or improvements purchased or funded with the Cost-share Funds which is sufficient to provide for replacement of any equipment or improvement which is lost, stolen, damaged, or destroyed. Any insurance proceeds received by or on behalf of Recipient under an insurance policy due to the damage or destruction of equipment or improvements must be utilized to acquire equivalent or better equipment, to repair or replace the improvement, or be paid to LCRA. If otherwise permissible under applicable law, governmental entities may use an established self-insurance program or intergovernmental risk pool coverage to satisfy this requirement. Recipient shall provide proof of insurance or risk pool coverage. Unless prohibited by law, Recipient will require Subcontractors to obtain and maintain adequate insurance coverage sufficient to protect Recipient and LCRA from all claims and liability for injury to persons and for damage to property arising from this Agreement; provided that the Recipient shall not be required to cause Subcontractor to name LCRA as an additional insured. Unless specifically waived by LCRA, sufficient coverage will include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- B. Signature Authority. By signing this Agreement, the Recipient's authorized representative

warrants and represents that they are authorized by the Recipient to legally enter into this Agreement.

C. Notices. Notices and communications under this Agreement shall be addressed as follows:

If to LCRA:
LCRA
Attn: Stacy Pandey
P.O. Box 220
Austin, TX 78767-0220
stacy.pandey@lcra.org
512-578-7471

If to Recipient:
City of Leander
Attn: Gina Ellison, Public Works Director
P.O. Box 219
Leander, Texas 78646
gellison@leandertx.gov
512-259-2640

Either Party may designate an alternative addressee or address by sending written notice to the other Party.

- D. Entire Contract; Modifications. This Agreement supersedes all prior agreements, written or oral, between the Parties and shall constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended or altered except by a writing signed by both Parties.
- E. Assignment. This Agreement is not transferable or assignable except upon written approval by the Parties.
- F. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- G. Public Information. It shall be the independent responsibility of the Parties to comply with the provisions of Chapter 552, Texas Government Code (the "Public Information Act"), as those provisions apply to the Parties' respective information. Recipient is not authorized to receive public information requests or take any action under the Public Information Act on behalf of LCRA. Likewise, LCRA is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Recipient.
- H. Independent Contractor. LCRA and Recipient shall operate hereunder as independent contractors and not as an officer, agent, servant, or employee of the other. Nothing in this Agreement shall be construed to create a joint venture or partnership between the Parties.
- I. Applicable Laws. LCRA and Recipient will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.

- J. Venue; Governing Law. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. In the event of litigation, exclusive venue shall be in a state court of competent jurisdiction in Travis County, Texas.
- K. Waiver. No action or failure to act by either Party shall be a waiver of a right or duty afforded under the Agreement, nor shall such action or failure to act constitute a breach of this Agreement, except as specifically agreed to in writing.
- L. Termination or expiration of this Agreement shall not relieve, reduce, or impair any rights or obligations of a Party that may arise under this Agreement.

If the terms and conditions stated above are in accordance with your understanding, please so indicate by signing both originals of this Agreement and returning one of them to LCRA.

IN WITNESS WHEREOF, Recipient and LCRA have made and executed this Agreement effective as of the date of the last signature below.

Lower Colorado River Authority:

City of Leander:

By: _____

By: _____

Name: Monica Masters

Name: _____

Title: Vice President, Water Resources

Title: _____

Date: _____

Date: _____

EXHIBIT A

Firm Water Conservation Cost-share Application

EXHIBIT B

Firm Water Conservation Cost-share Program Project Status Report



Firm Water Conservation Cost-share Program Project Status Report

2024

Please complete the following information for the completed cost-share project and return to LCRA by December 2025, or upon completion of the project if the timeframe for completion is less than one year. For equipment purchases, please attach associated purchasing receipts, as appropriate, or other documentation outlining the costs incurred. Please mail or email your completed status report and associated attachments to:

Stacy Pandey
Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767-0220
stacy.pandey@lcra.org

GENERAL INFORMATION

Participating Organization: _____

Project Description: _____

Contact Person/Title: _____

Contact Phone Number: _____ Contact Email Address: _____

REPORTING REQUIREMENTS

Is the project complete? ☐ Yes ☐ No If yes, enter completion date: _____

If no, are you requesting an extension? ☐ Yes ☐ No Enter requested extension date: _____

Note: All extension dates need to be approved by LCRA.

Please describe the progress of the funded project as of [enter date]. Attach additional pages as needed.

PROJECT GOALS

Please indicate the number of equipment items installed, incentives distributed, etc.

Attach additional pages as needed.

Item Description	Total Number of Items for Project

PROJECT EXPENDITURES

What is the total estimated cost for the project as described in your cost-share application? \$_____

Please list the actual project cost upon completion? \$_____

Please list your total project expenditures to date.
Attach additional pages as needed.

Major Budget Components (including in-kind contributions such as salaries, wages, equipment, etc.)	Cost
	\$
	\$
	\$
	\$
	\$
	\$

WATER SAVINGS

What is the total estimated annual water savings from the project (include assumptions/calculations if relevant)?

For water loss reduction projects, do historical water plant production records and monthly water loss reports support the estimated annual water savings (explain)? _____

How will the water savings continue to be monitored? _____

CERTIFICATION

I hereby certify that the information given herewith is true and accurate to the best of my knowledge and belief.
 Signature of Contact Representative: _____ Date: _____



EXECUTIVE SUMMARY
5/15/2025

AGENDA SUBJECT:

Approval of a Resolution of the City of Leander, Texas, accepting the petition for the Barksdale Phase 3 Annexation Case A-25-0022 regarding the voluntary annexation of 48.96 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District as Parcels R338810, R407805 and R407804; and generally located at the northwest corner of Journey Parkway and County Road 175, Leander, Williamson, Texas.

BACKGROUND:

Approval of this resolution to accept this annexation petition allows the discussion of this proposed voluntary annexation of 48.96 acres $\pm$ as described above to commence by setting the public hearing for June 17, 2025, and the readings for June 17, 2025, and the readings of the ordinance for July 1, 2025. Approval of this resolution to accept this annexation petition does not approve the proposed annexation or any proposed comprehensive plan amendment or any proposed zoning change.

Should this annexation petition be accepted by City Council, Comprehensive Plan Amendment Case CPA-25-0017 and Zoning Case Z-25-0166, which are associated with this proposed annexation, are scheduled for a public hearing with the City Council on June 17, 2025.

The City Council heard a development proposal for this site during the September 19, 2024, meeting and unanimously voted not to support the request for only residential uses at the intersection.

APPLICANT REQUEST:

The applicant is requesting this proposed annexation to develop the 48.96 acres into a single-family residential subdivision. The applicant wishes to develop the property as a continuation of the Barksdale Subdivision, located to the west. This property is subject to a development agreement between the property owner and the City that requires annexation when the land use redevelops and is no longer used for agricultural purposes.

This development includes a proposal for multiple zoning districts that would be the continuation of the existing Barksdale Subdivision with a mix of Single-Family Compact, Single-Family Urban, and Single-Family Suburban lots as well.

SIZE & LOCATION:

The property is located west of northwest of the intersection of CR 175 and Journey Parkway, including approximately 48.96 acres. The homestead located within the site is currently within the City Limits and has an interim zoning of SFR-1-B (Single-Family Rural). This property is on the southern edge of City limits and is contiguous with existing residential development.



HISTORY/TIMELINE:

09/19/2024 – Development Proposal Review

APPLICANT/AGENT:

Kimley-Horn (Kyle Marquez, P.E.) on behalf of the Estate of the Peggy Borho Simpson (Christy Simpson Ledbetter)

RECOMMENDATION:

As part of the evaluation of this request, the City Council has the following options:

1. Approve the requested resolution to accept the petition for the proposed annexation;
2. Deny the requested resolution to accept the petition for the proposed annexation.

Staff recommends Option 1 listed above – Approve the requested resolution to accept the petition for the proposed annexation. This resolution will allow the City to start the public hearing process and to make a decision regarding this annexation.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Fiscal Impact

Attachments:

1. A-25-0022 Att 1 Barksdale Ph 3 - Resolution
2. A-25-0022 Att 2 Barksdale Ph 3 - Location Map

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 48.96 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the executor of the estate of Peggy Borho Simpson has submitted a petition to the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of certain property located within Williamson County, Texas, said property, more particularly described in **Exhibit B** attached hereto and incorporated by reference herein (the, “Subject Property”), into the City limits on behalf of the heirs of the estate; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

WHEREAS, after review and consideration of such request and petition for annexation of the Subject Property, the City Council finds that the Subject Property may be annexed pursuant to §43.0671 of the *Local Government Code*; and

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

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

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

Section 2. Proceedings. The petition for annexation, attached hereto as **Exhibit A**, of the Subject Property described hereinbelow and further described in **Exhibit B** and the service plan attached hereto as **Exhibit C**, are hereby accepted (all exhibits described herein are incorporated by reference herein for all purposes).

Subject Property:

BEING a 48.96 acres tract of land situated in the Anastasha Carr Survey, Abstract 122, Williamson County, Texas, and being a portion of a called 59.319 acres tract described in Vol. 2542, Page 838, O.P.R.W.C.T.; save and except a called 2.00 acres tract of land described to Jane Simpson Russell and John R. Russell, as shown on instrument recorded under Document No. 2007065707, O.P.R.W.C.T.; and save and except a called 2.00 acres tract of land described to Paul G. Ledbetter and Christy D. Ledbetter, as shown on instrument recorded under Document Number 2001020575, O.P.R.W.C.T.

A public hearing has been set for the date of **Tuesday, June 17, 2025**. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein and the description provided in **Exhibit B**, **Exhibit B** shall control.

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

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

PASSED AND APPROVED this the 15th day of May, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

PETITION

(see attached)

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

WHEREAS, the undersigned is the executor of the Estate of Peggy Borho Simpson and the aforementioned estate contains a property located within Williamson County, Texas, such properties being more particularly described hereinafter by true and correct legal descriptions (the, “Subject Property”); and

WHEREAS, the undersigned on behalf of the heirs of the estate of Peggy Borho Simpson has sought the annexation of the Subject Property by the City of Leander, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the Subject Property by the City; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

WHEREAS, the City, pursuant to §43.003, *Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, pursuant to §43.0672, *Tex. Loc. Gov't. Code*, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as **Exhibit A** and incorporated by reference herein; and

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

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the Subject Property described as follows:

SEE EXHIBIT B ATTACHED HERETO AND INCORPORATED BY
REFERENCE HEREIN FOR ALL PURPOSES.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the written agreement regarding the provision of services attached hereto as **Exhibit A.**

SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as **Exhibit A**, and that such agreement is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the written agreement regarding the provision of services attached hereto as **Exhibit A**.

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

FILED, this ____ day of _____, 20____, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner(s):

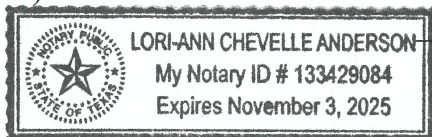
By: Christy Simpson Ledbetter
Christy Simpson Ledbetter
Independent Executor of the Estate of Peggy Borho Simpson
Williamson County, Texas, No. 24-0422-CP4

STATE OF TEXAS §
§
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Christy Simpson Ledbetter, Executor of the Estate of Peggy Borho Simpson and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of April, 2025.

(SEAL)



[Signature]
Notary Public - State of Texas

Exhibit B

PROPERTY DESCRIPTION

(see attached)

LEGAL DESCRIPTION:
48.96 ACRES

BEING A 48.96 ACRES TRACT OF LAND SITUATED IN THE ANASTASHA CARR SURVEY, ABSTRACT 122, WILLIAMSON COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 59.319 ACRES TRACT DESCRIBED IN VOL. 2542, PG. 838, O.P.R.W.C.T.; SAVE AND EXCEPT A CALLED 2.00 ACRES TRACT OF LAND DESCRIBED TO JANE SIMPSON RUSSELL AND JOHN R. RUSSELL, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2007065707, O.P.R.W.C.T.; AND SAVE AND EXCEPT A CALLED 2.00 ACRES TRACT OF LAND DESCRIBED TO PAUL G. LEDBETTER AND CHRISTY D. LEDBETTER, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2001020575, O.P.R.W.C.T.; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, IN THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, A VARIABLE RIGHT-OF-WAY WIDTH, SAME BEING THE NORTH BOUNDARY LINE OF SAID 59.319 ACRES TRACT AND THE SOUTHEAST BOUNDARY LINE OF LOT 15, CREEK MEADOWS ESTATES, A LEGAL SUBDIVISION, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2002024974, O.P.R.W.C.T.; FOR THE WEST CORNER OF A CALLED 3.5625 ACRES TRACT OF LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2009016238, O.P.R.W.C.T., FOR THE BEGINNING OF A CURVE;

THENCE, DEPARTING SAID SOUTHEAST BOUNDARY LINE OF LOT 15 AND SAID NORTH BOUNDARY LINE OF THE 59.319 ACRES TRACT, WITH SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, SAME BEING THE WEST BOUNDARY LINE OF SAID 3.5625 ACRES TRACT, OVER AND ACROSS SAID 59.319 ACRES TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 09°23'33", A RADIUS OF 805.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 35°03'51" EAST, 131.81 FEET, AND AN ARC LENGTH OF 131.96 FEET TO A 1/2-INCH IRON ROD FOUND;
2. SOUTH 39°45'38" EAST, A DISTANCE OF 154.02 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
3. SOUTH 58°11'44" EAST, A DISTANCE OF 31.62 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
4. SOUTH 39°45'38" EAST, A DISTANCE OF 873.38 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND;
5. SOUTH 32°45'42" EAST, A DISTANCE OF 172.37 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND;
6. SOUTH 39°25'27" EAST, A DISTANCE OF 279.31 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND, AT THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 175, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, A VARIABLE WIDTH RIGHT-OF-WAY, NO RECORDING INFORMATION FOUND; FOR THE NORTH CORNER OF A CALLED 2.755 ACRES TRACT OF LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2007041328, O.P.R.W.C.T.;

THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, CONTINUING OVER AND ACROSS SAID 59.319 ACRES TRACT, WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, SAME BEING THE NORTHWEST BOUNDARY LINE OF SAID 2.755 ACRES TRACT, AND THE NORTH BOUNDARY LINE OF A CALLED 0.039 ACRES TRACT OF LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2007041329, O.P.R.W.C.T.; THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. SOUTH 13°17'34" WEST, A DISTANCE OF 11.42 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
2. WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°02'42", A RADIUS OF 5,679.06 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67°38'25" WEST, 301.79 FEET, AND AN ARC LENGTH OF 301.83 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
3. SOUTH 69°09'46" WEST, A DISTANCE OF 319.01 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
4. SOUTH 69°09'46" WEST, A DISTANCE OF 213.08 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
5. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°13'44", A RADIUS OF 5,779.07 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 69°03'38" WEST, 23.09 FEET, AND AN ARC LENGTH OF 23.09 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A COMPOUND CURVE;
6. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 05°58'49", A RADIUS OF 5,779.05 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 65°56'38" WEST, 602.91 FEET, AND AN ARC LENGTH OF 603.18 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LEGAL DESCRIPTION

48.96 ACRES

**BEING A PORTION OF THE
ANASTASHA CARR SURVEY, ABSTRACT 122
WILLIAMSON COUNTY, TEXAS**

MICHAEL A. MONTGOMERY II, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6890

					
10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759					
TEL. NO. (512) 418-1771 WWW.KIMLEY-HORN.COM					
SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	MMII	2/4/2025	067783185	1 OF 4

7. SOUTH 62°57'13" WEST, A DISTANCE OF 69.20 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
8. WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°35'46", A RADIUS OF 5,679.06 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64°08'57" WEST, 158.20 FEET, AND AN ARC LENGTH OF 158.21 FEET TO A 1/2-INCH IRON ROD FOUND, IN SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, AND THE WEST BOUNDARY LINE OF SAID 59.319 ACRES TRACT, FOR THE EAST CORNER OF A CALLED 44.166 ACRES TRACT OF LAND DESCRIBED TO M/I HOMES OF AUSTIN, LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2021194519, O.P.R.W.C.T.;

THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, WITH SAID WEST BOUNDARY LINE OF SAID 59.319 ACRES TRACT, SAME BEING THE EAST BOUNDARY LINE OF SAID 44.166 ACRES TRACT, NORTH 21°10'34" WEST, A DISTANCE OF 1,641.73 FEET TO A 1/2-INCH IRON ROD FOUND, IN THE SOUTH BOUNDARY LINE OF LOT 13, LOTS 12 & 13, CREEK MEADOWS ESTATES AMENDED, A LEGAL SUBDIVISION, AS SHOWN ON PLAT RECORDED UNDER DOCUMENT NO. 2008061952, O.P.R.W.C.T.; FOR THE NORTHWEST CORNER OF SAID 59.319 ACRES TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 44.166 ACRES TRACT;

THENCE, WITH SAID SOUTH BOUNDARY LINE OF LOT 13, AND THE SOUTH BOUNDARY LINE OF LOT 14, OF SAID CREEK MEADOWS ESTATES, AND SAID LOT 15, SAME BEING THE NORTH BOUNDARY LINE OF SAID 59.319 ACRES TRACT, NORTH 69°41'04" EAST, A DISTANCE OF 1,191.96 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 48.96 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LEGAL DESCRIPTION

48.96 ACRES

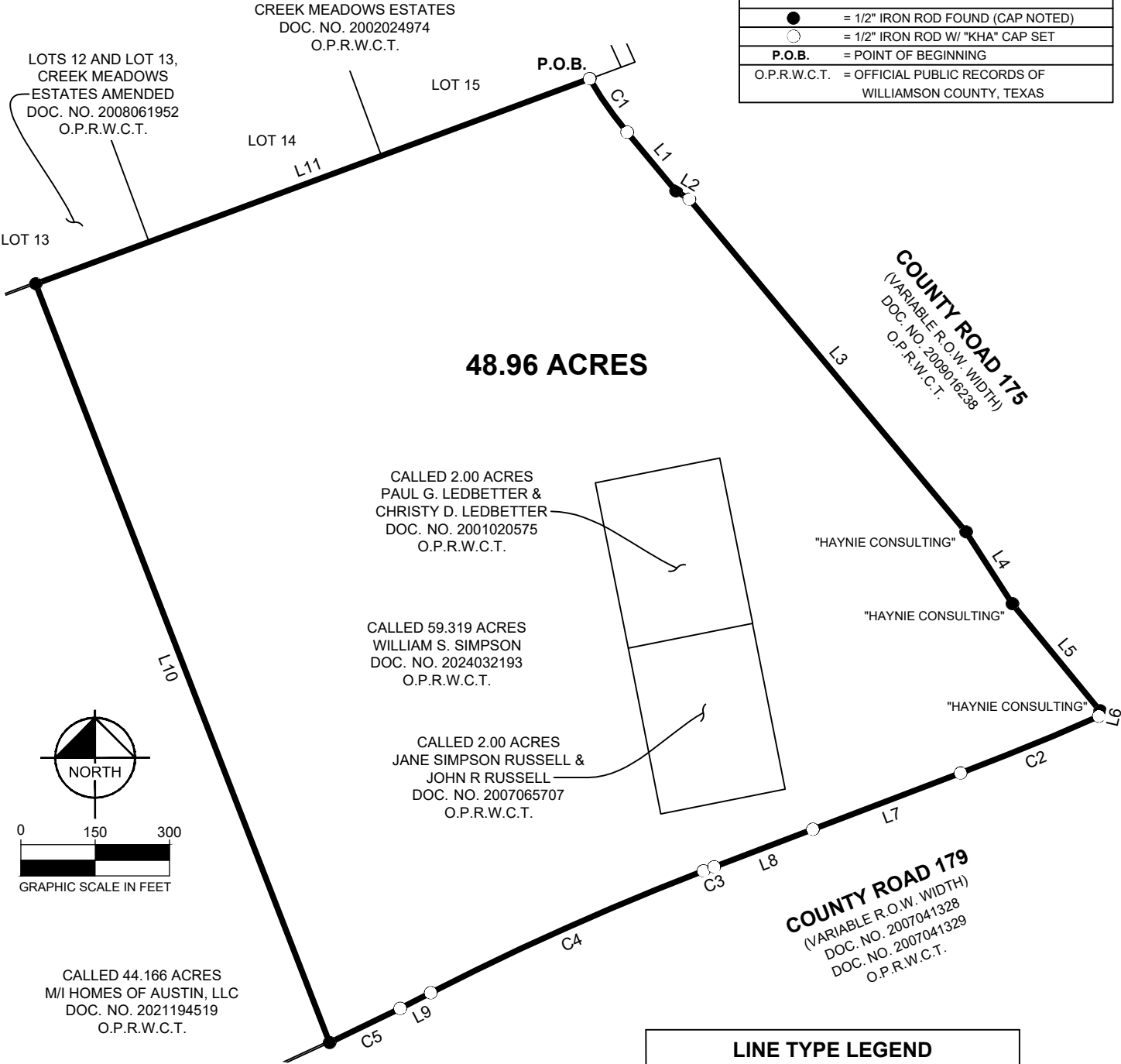
**BEING A PORTION OF THE
ANASTASHA CARR SURVEY, ABSTRACT 122
WILLIAMSON COUNTY, TEXAS**

Kimley»Horn

10814 JOLLYVILLE ROAD, CAMPUS IV
SUITE 200, AUSTIN, TEXAS 78759
TBPELS FIRM # 10194624
TEL. NO. (512) 418-1771
WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	MMII	2/4/2025	067783185	2 OF 4

LEGEND	
●	= 1/2" IRON ROD FOUND (CAP NOTED)
○	= 1/2" IRON ROD W/ "KHA" CAP SET
P.O.B.	= POINT OF BEGINNING
O.P.R.W.C.T.	= OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



LINE TYPE LEGEND	
	PROPERTY LINE
	ADJOINER LINE

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT
48.96 ACRES
 BEING A PORTION OF THE
ANASTASHA CARR SURVEY, ABSTRACT 122
WILLIAMSON COUNTY, TEXAS

10814 JOLLYVILLE ROAD, CAMPUS IV
 SUITE 200, AUSTIN, TEXAS 78759
 TEL. NO. (512) 418-1771
 WWW.KIMLEY-HORN.COM

SCALE 1" = 300'	DRAWN BY RPP	CHECKED BY MMII	DATE 2/4/2025	PROJECT NO. 067783185	SHEET NO. 3 OF 4
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CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	9°23'33"	805.00'	131.96'	S35°03'51"E	131.81'
C2	3°02'42"	5679.06'	301.83'	S67°38'25"W	301.79'
C3	0°13'44"	5779.07'	23.09'	S69°03'38"W	23.09'
C4	5°58'49"	5779.05'	603.18'	S65°56'38"W	602.91'
C5	1°35'46"	5679.06'	158.21'	S64°08'57"W	158.20'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S39°45'38"E	154.02'
L2	S58°11'44"E	31.62'
L3	S39°45'38"E	873.38'
L4	S32°45'42"E	172.37'
L5	S39°25'27"E	279.31'
L6	S13°17'34"W	11.42'
L7	S69°09'46"W	319.01'
L8	S69°09'46"W	213.08'
L9	S62°57'13"W	69.20'
L10	N21°10'34"W	1641.73'
L11	N69°41'04"E	1191.96'

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LINE & CURVE TABLE
48.96 ACRES
 BEING A PORTION OF THE
ANASTASHA CARR SURVEY, ABSTRACT 122
WILLIAMSON COUNTY, TEXAS

					
10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TBPELS FIRM # 10194624 TEL. NO. (512) 418-1771 WWW.KIMLEY-HORN.COM					
<u>SCALE</u>	<u>DRAWN BY</u>	<u>CHECKED BY</u>	<u>DATE</u>	<u>PROJECT NO.</u>	<u>SHEET NO.</u>
N/A	RPP	MMII	2/4/2025	067783185	4 OF 4

Exhibit C
SERVICE AGREEMENT
(see attached)

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation (“City”), and Christy Simpson Ledbetter as executor of the Estate of Peggy Borho Simpson (hereinafter, the “Executor”). The City and the Executor may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Executor on behalf of the heirs of the Estate of Peggy Borho Simpson, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, “Subject Property”); and

WHEREAS, Section 43.0672, Loc. Gov’t. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (hereinafter, the “Effective Date”); and

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

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

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov’t. Code*, to annex the Subject Property into the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

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

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

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

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned “SFR-1-B” with the intent to rezone the Subject Property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

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

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

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

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the

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

- C. Maintenance of streets and rights-of-way as appropriate as follows:
 - (i) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:
 - 1. Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and
 - 2. Routine maintenance as presently performed by the City.
- D. The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:
 - (i) As provided in C(i)(1) and C(i)(2) above;
 - (ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
 - (iii) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
 - (iv) Installation and maintenance of street lighting in accordance with established policies of the City;
- E. The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

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

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

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Todd Parton, City Manager

EXECUTOR:

BY: Christy Simpson Ledbetter

Christy Simpson Ledbetter as Executor of the Estate of Peggy Borho Simpson

Date: 4-23-2025

STATE OF TEXAS

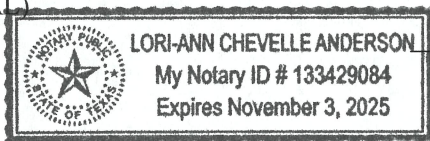
COUNTY OF Williamson

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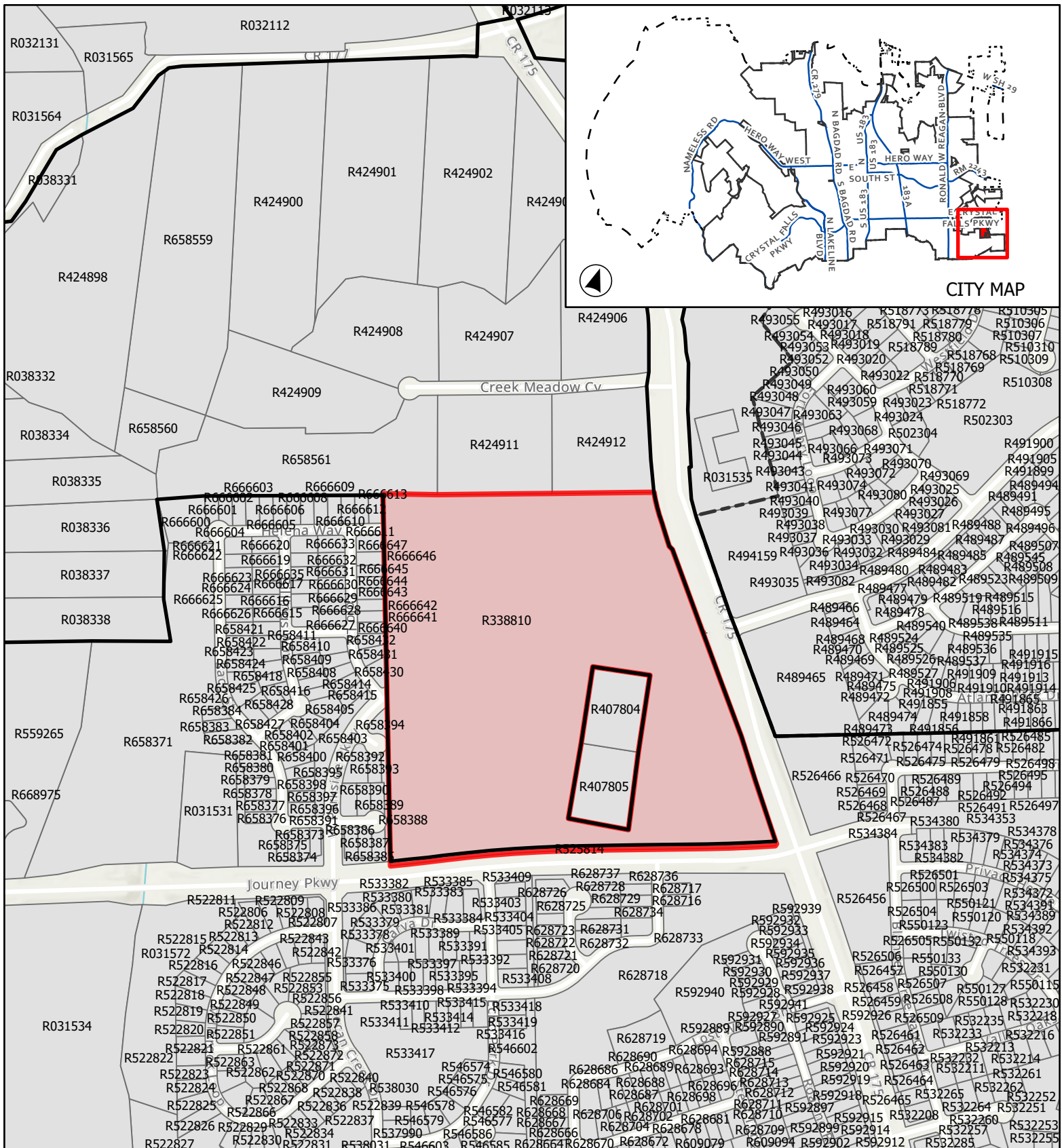
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Christy Simpson Ledbetter on behalf of the Estate of Peggy Borho Simpson, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of April 2025.

(SEAL)



[Signature]
Notary Public - State of Texas



CASE: A-25-0022

ATTACHMENT 2

BARKSDALE PH 3

Location Map

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



0 230 460



Feet

- City Limits
- ETJ
- Subject Boundary



EXECUTIVE SUMMARY
5/15/2025

AGENDA SUBJECT:

Approval of the second reading of an Ordinance regarding the Oakwood Hills Annexation Case A-24-0015 and the adjacent right-of-way (ROW) of Nameless Road Annexation Case A-24-0019 regarding the voluntary annexation of 337.292 acres $\pm$ in size, more particularly described by Travis Central Appraisal District as Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and the portion of the abutting ROW known as Nameless Road; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

BACKGROUND:

A resolution was adopted on February 6, 2025 and commenced the voluntary annexation of 337.292 acres $\pm$ as described above. The resolution set the public hearing for March 6, 2025 and the readings of the ordinance for March 6, 2025 and March 20, 2025. The first and second readings of the ordinance were delayed by City Council action to allow additional time to research the request. The new hearing dates were April 17, 2025 for the first reading and May 1, 2025 for the second reading of the ordinance.

This development includes a large lot subdivision that would be served by City water and private septic systems. This annexation also includes a limitation on the number of building permits that may be issued. The landowner may not apply for building permits for more than 184 single-family residential lots located below the 965-foot elevation on the property until the completion of the elevated storage tank proposed on Hero Way.

The City Council discussed this item during the March 6, 2025 meeting and expressed concerns regarding annexation of the property and the ability for the City to serve the property with Police and Fire Service. Action on the item was tabled to provide time for staff to meet with the developer.

UPDATES SINCE 04/17/2025:

The applicant is meeting with the Travis County Judge to discuss options for waiving the lot size limitations associated with subdivisions served by ground water (requirement below). Staff has reached out to Travis County staff and confirmed that they have concerns regarding the main roadway crossing the floodplain, access, and the proposed lot count on a well system. They confirmed that they would be serving the development using shared wells that would require a water availability test.

Travis County Ordinance Requirement:

Travis County Code
Title 2: Ordinances & Regulations
Subtitle 19: Land Development
Subchapter B. Subdivision Standards

482.216 Water Availability Protection of Surface and Groundwater Quantity and Quality

- b. A residential subdivision that is supplied by groundwater from the Trinity or Edwards aquifers shall comply with this subsection in lieu of Subsection (a).
1. In subdivisions supplied by individual wells on lots, all lots shall be at least five acres in size.
 2. In subdivisions supplied by a centralized groundwater system:
 - A. all lots shall be at least three acres in size; or
 - B. the total number of lots shall not exceed the number of acres in the subdivision divided by four.

The above requirement applies if the lots are served by a community well system. If the City chooses not to annex and allow the developer to move forward with using City water, we will need to pursue an agreement that implements limitations on the water service. Providing water and not requiring annexation, will remove the City's ability to control land use.

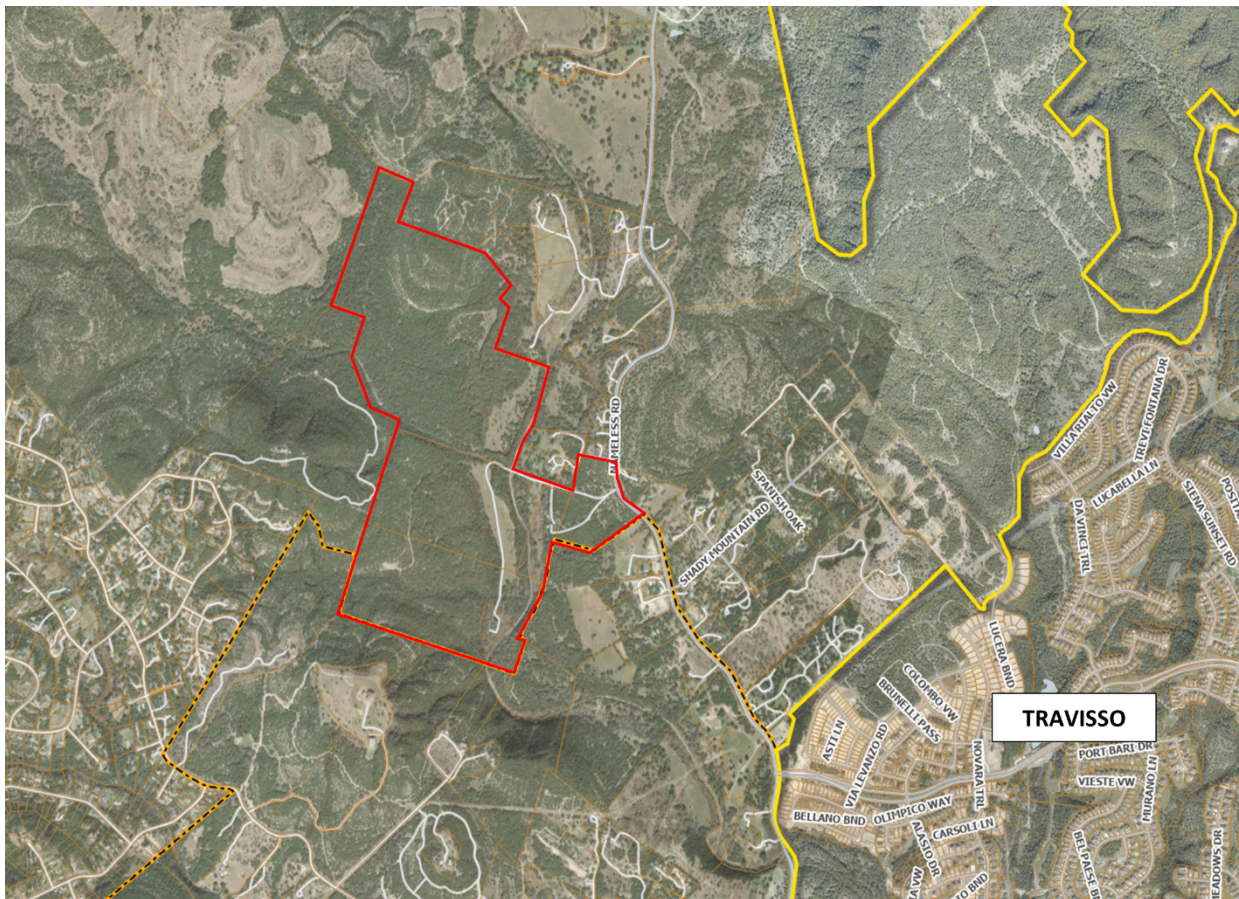
Staff has discussed the proposal with the applicant and have included updated recommendations for this case.

APPLICANT REQUEST:

The developer is proposing an annexation and zoning change for 337.292 acres of land with access off Nameless Road to allow for a large lot development. The proposal includes three (3) phases of residential development. The request for annexation is needed to allow for one-acre (1) lots, Travis County requires a minimum of three (3) acres. The applicant does intend to use City water and extend it from the Travisso Subdivision.

SIZE & LOCATION:

The property is located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, including approximately 337.292 acres. The land includes significant topography and floodplain that extends through the development. Hazardous materials and underground storage are not proposed.

**LAND USE:**

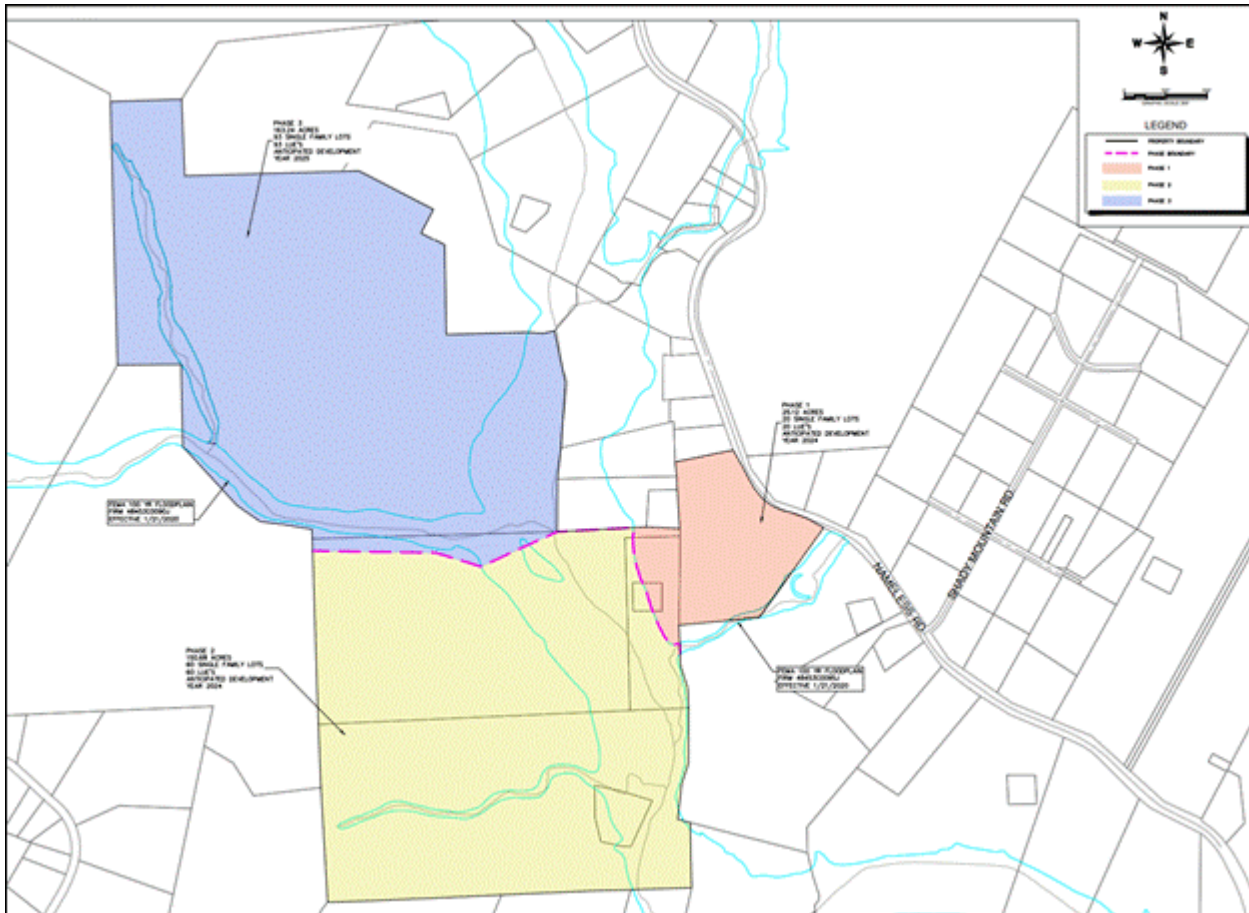
The SFR-2-B (Single-Family Rural) zoning district requires lots to be a minimum of one (1) acre in size. The future land use category is Rural which supports large lot residential development. An amendment to the Comprehensive Plan is not required. This property is not subject to an annexation development agreement.

PROPOSED CONCEPT PLAN:

Phase 1 (orange) – 20 lots

Phase 2 (yellow) – 60 lots

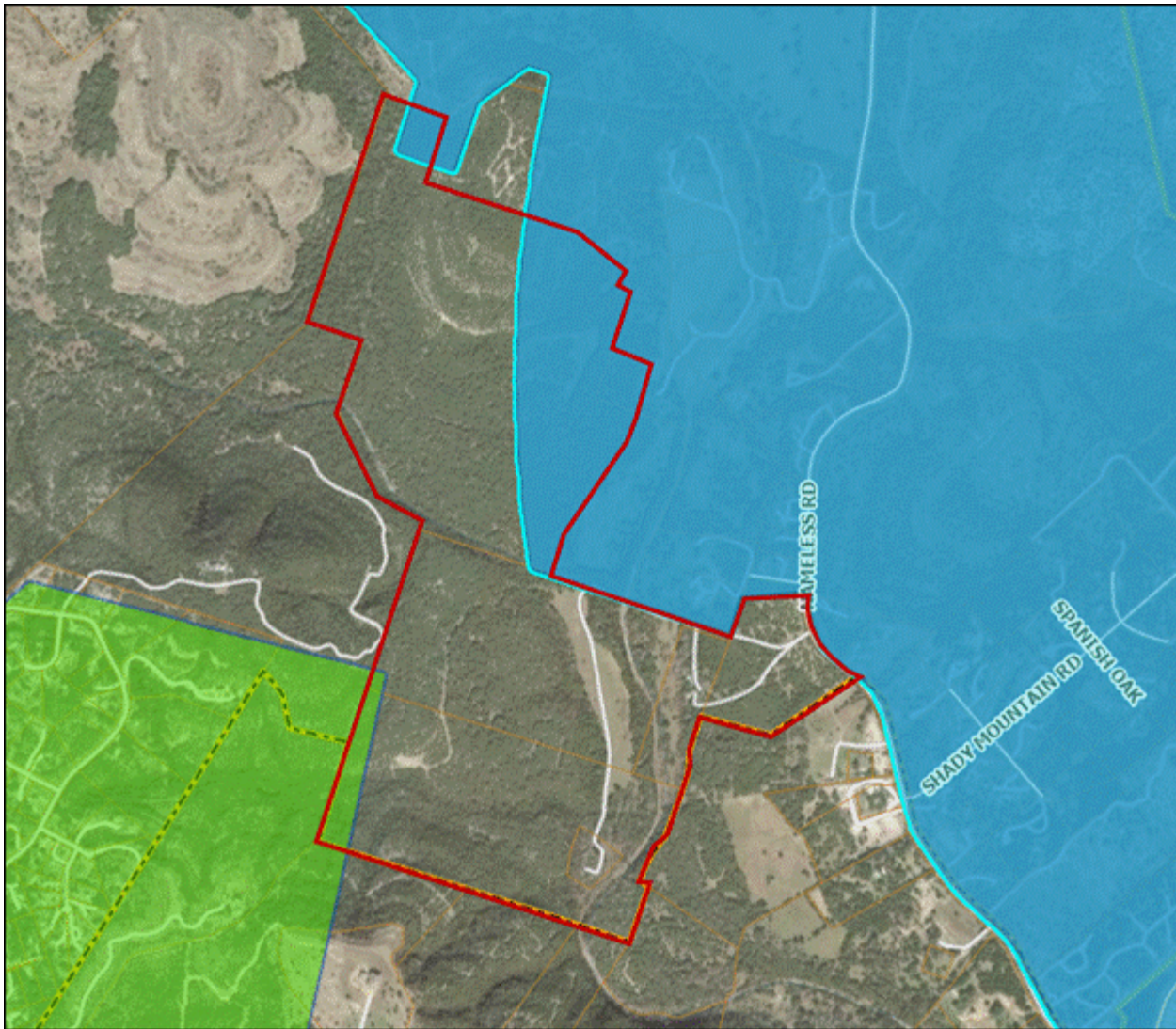
Phase 3 (blue) – 93 lots



UTILITIES:

A portion of the property is located in the Leander Water CCN (blue) and Aqua Water CCN (green) below. A portion of the property is located in the Leander Wastewater CCN (blue) below. The proposal includes extending the City's water system and providing on-site septic systems for the individual lots.

A water model was completed and confirms that the City can serve 184 lots without upgrading the system. In order to increase the lot count, the Elevated Storage Tank proposed to be located on Hero Way will need to be completed.



ROAD NETWORK:

This proposal will include a series of internal roads to serve the neighborhood. The developer is currently proposing public streets, but is willing to consider providing private streets. Nameless Road is a substandard road that is in poor condition. It is currently maintained by Jonestown and Travis County. The developer will need to complete a traffic study, make some improvements to the road and the extent of the improvements will be determined at the development stage.

The adjacent portion of Nameless Road will need to be annexed as part of this request. The future access points have not been identified.

With the number of single-family homes proposed, the development will be required to have a secondary access road, or the homes would have to be equipped with residential fire sprinkler systems as required by the fire code.

PARKLAND:

The developer has proposed to dedicate 6.1 acres of private parkland per the draft concept plan as well as pay a fee in lieu of parkland to make up the difference. The Parks Master Plan does not include a trail network at this location. The developer is proposing private parkland and a trails system.

EMERGENCY SERVICES:

This property is located in both the Travis County ESD No 1 and Travis County ESD No 7. Typically, when a

property is annexed the property is removed from the ESD (Emergency Services District). Legal has confirmed that we can annex the property and leave the property within the ESD boundaries. If the City elects not to remove the property from the ESDs, then the Municipal Services Agreement should be modified to reflect that the ESDs will provide fire and EMS services. If the property remains in the ESDs' service territory, the ESDs will continue to impose its sales tax on the property and the City will collect no sales tax from the property.

City response time may increase if the City chooses to buy out ESD No 1 and/or ESD No. 7. Williamson County EMS will serve land that is in Williamson County or the current city limits. If this property is added to the city limits, the Williamson County EMS service will not be extended to this area because this area is located in Travis County. The City will need to work with Travis County EMS or Travis County ESD No. 7.

POTENTIAL ADVANTAGES & DISADVANTAGES:

Potential Advantages and Disadvantages of Annexing	Potential Advantages and Disadvantages of not Annexing
A new large lot development with parks and trails will provide housing opportunities to citizens of Leander. (Advantage)	Land-use controls will not apply. The City will not be able to limit lot size or land use, but the developer can have access to the water. (Disadvantage)
This development would bring high-quality residential houses to the area. (Advantage)	This development offers high-quality residential houses on developable acreage lots with a large greenbelt and would provide large lot housing for the community. Not annexing could make it more difficult to develop. (Disadvantage)
The City would collect property taxes and utility billing-related revenues. (Advantage)	The City would not be able to collect property taxes and would only collect limited utility billing-related revenues. (Disadvantage)
The City would have to provide traffic enforcement and maintenance of all public roadways, public parkland, and water-related infrastructure. (Disadvantage)	The City would not have to provide police-related services, code enforcement, or roadway maintenance, and would continue to only provide existing levels of mutual aid-related fire services. (Advantage)
The City would need to annex a portion of Nameless Road and take on its maintenance. (Disadvantage)	

HISTORY/TIMELINE:

02/06/2025 - Annexation – City Council Resolution Adopted
 02/13/2025 - Zoning Request – Planning & Zoning Commission, 1st Public Hearing (approval)
 03/06/2025 - Annexation – City Council, 1st Public Hearing & 1st Reading of the Ordinance (postponed)
 03/20/2025 - Annexation – City Council, 1st Reading of the Ordinance (postponed)
 03/20/2025 - Zoning Request – City Council, 2nd Public Hearing & 1st Reading of the Ordinance (postponed)
 04/17/2025 - Annexation – City Council, 1st Reading of the Ordinance
 04/17/2025 - Zoning Request – City Council, 1st Reading of the Ordinance
 05/01/2025 - Annexation – City Council, 1st Reading of the Ordinance
 05/01/2025 - Zoning Request – City Council, 1st Reading of the Ordinance
 05/01/2025 – City Council approved the first reading of the annexation and directed staff to bring back the municipal service plan with the recommended changes from the May 1 Meeting below.

APPLICANT/AGENT:

ViewPoint Engineering (Luke Caraway) on behalf of 23244 Nameless Rd, LLC. (Dharma Rajah)

RECOMMENDATION:

Recommendation for May 1 Meeting: The City Council approved this request during the May 1 City Council Meeting with the following conditions:

- a. The property shall remain in and be served by the Travis County ESD No 1 and Travis County ESD No 7;
- b. All interior streets shall be privately owned and maintained; and
- c. All parkland shall be privately owned and maintained.
- d. Consider a shared fund for improvements to Nameless Road;
- e. Landscape restrictions to include rainwater collection; and
- f. Pre-plumb the subdivision for reclaimed water.

These conditions will address the concerns regarding any added strain on emergency services, road maintenance, and parkland maintenance. Staff made this recommendation based on the surrounding residential land uses, the future land use plan from the Comprehensive Plan, and the desire to manage land uses and water supply. These conditions will be included in the Municipal Services Plan. This plan is not currently part of this agenda posting, but will be provided prior to the meeting.

The next item on the agenda is the zoning case associated with this development. Action on this item does not approve the zoning.

UPDATE:

The Municipal Services Plan was revised to include the following items from the list of recommendations above:

- a. The property shall remain in and be served by the Travis County ESD No 1 and Travis County ESD No 7.
- b. All interior streets shall be privately owned and maintained.
- c. All parkland shall be privately owned and maintained.

- 6. Pre-plumb the subdivision for reclaimed water to serve landscape lots.

Items “d” (Consider a shared fund for improvements to Nameless Road) and “e” (Landscape restrictions to include rainwater collection) were not included in the Municipal Services Plan. In the alternative, contributions for improvement to and any right-of-way for Nameless Road will occur through the City’s substandard road improvement regulations, which are determined through the development process. Further, regarding landscaping requirements, the Municipal Services Plan states as follows: “The Landowner may cause other water-saving measures to be included in the development of the property, including by not limited to rainwater collection systems.”

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Fiscal Impact

Attachments:

1. A-24-0015 Att 1 Oakwood Hills Resolution No MSA
2. A-25-0020 Att 2 Oakwood Hills Resolution ROW
3. A-24-0015 & A-25-0019 Att 3 Location Map - Oakwood Hills
4. A-24-0015 Att 4 Ordinance - Oakwood Hills
5. A-25-0019 Att 5 Ordinance - Oakwood Hills ROW
6. A-25-0019 Att 6 Oakwood Hills Municipal Service Agreement Redline

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 337.292 ACRES, MORE OR LESS, OF LAND LOCATED IN TRAVIS COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Travis County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of said property, more particularly described in **Exhibit B** attached hereto and incorporated by reference herein (the, “Subject Property”), into the City limits; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City and the owner(s) have made application for annexation; and

WHEREAS, after review and consideration of such requests and petition for annexation from the owners of the Subject Property, the City Council finds that the Subject Property may be annexed pursuant to §43.0671 of the *Local Government Code*; and

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

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

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

Section 2. Proceedings. The petition for annexation, attached hereto as **Exhibit A**, of the Subject Property described hereinbelow and further described in **Exhibit B** and the service plan attached hereto as **Exhibit C**, are hereby accepted (all exhibits described herein are incorporated by reference herein for all purposes).

Subject Property:

BEING a 337.292-acre tract of land situated in the D. & W.R.R. Co Survey No. 95, Abstract No. 244, the W.F. Fisk Survey No. 191, Abstract No. 2627, the B. Bilberry Survey No. 550, Abstract No. 148, the Fred Lohmann Survey S.F. 14974, Abstract No. 2758, the L.S. Bilberry Survey No. 552, Abstract No. 147, the J.P. Colley Survey No. 190, S.F. 7951, Abstract No. 2738 and the J.J. White Survey No. 63, Abstract No. 2262, Travis County, Texas, being all of that certain 256.491 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document No. 2022079995, all of that certain 1.000 acre tract as described in a General Warranty Deed with Vendor' Lien to 23244 Nameless Rd LLC in Document No. 2022076004, all of that certain 76.816 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document NO. 2022076184 and all of that certain 2.985 acre tract of land as described in a General Warranty Deed with Vendor's Lien in Document No. 2022076122 all in the Official Public Records of Travis County, Texas

A public hearing has been set for the date of **Thursday March 6, 2025**. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, **Exhibit B** shall control.

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

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

PASSED AND APPROVED this the ____ day of _____, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

PETITION

(see attached)

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

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

WHEREAS, the undersigned is the owner of a certain area of land located within Travis County, Texas, such property being more particularly described hereinafter by true and correct legal description attached hereto as **Exhibit A**, which is abutted by the portion of right-of-way commonly known as Nameless Road shown in **Exhibit B** (the, "Subject Property"); and

WHEREAS, the undersigned has sought the annexation of the Subject Property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the Subject Property by the City; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

WHEREAS, the City, pursuant to §43.003, *Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, pursuant to §43.0672, *Tex. Loc. Gov't. Code*, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as **Exhibit C** and incorporated by reference herein; and

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

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the Subject Property described as follows:

All that certain tract or parcel of land, being 337.292 acres, more or less, located in Travis County, Texas, and being more particularly shown and described in **Exhibit A** attached hereto and incorporated herein for all purposes, and the portion of the abutting right-of-way known as Nameless Road, shown in **Exhibit B** attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the written agreement regarding the provision of services attached hereto as **Exhibit C**.

SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as Exhibit C, and that such agreement is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

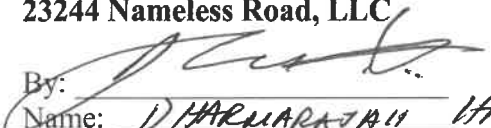
SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the written agreement regarding the provision of services attached hereto as Exhibit C.

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

FILED, this ¹⁷14 day of JANUARY 2025, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner:

23244 Nameless Road, LLC

By: 

Name: DHANARAJALI HARIKUMAR DASARI

Title: MANAGER

STATE OF TEXAS

COUNTY OF

HARRIS

§
§
§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DHARMARAJAH HARIKUMAR RAJAH, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of JAN. 2025.

(SEAL)



Ching Lung Wang
Notary Public - State of Texas

Exhibit B

PROPERTY DESCRIPTION

(see attached)

LEGAL DESCRIPTION

BEING a 337.292-acre tract of land situated in the D. & W.R.R. Co Survey No. 95, Abstract No. 244, the W.F. Fisk Survey No. 191, Abstract No. 2627, the B. Bilberry Survey No. 550, Abstract No. 148, the Fred Lohmann Survey S.F. 14974, Abstract No. 2758, the L.S. Bilberry Survey No. 552, Abstract No. 147, the J. P. Colley Survey No. 190, S.F. 7951, Abstract No. 2738 and the J.J. White Survey No. 63, Abstract No. 2262, Travis County, Texas, being all of that certain 256.491 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document No. 2022079995, all of that certain 1.000 acre tract as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document No. 2022076004, all of that certain 76.816 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document NO. 2022076184 and all of that certain 2.985 acre tract of land as described in a General Warranty Deed with Vendor's Lien in Document No. 2022076122 all in the Official Public Records of Travis County, Texas; said 337.292 acres being more particularly described as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: at a 1/2-inch iron rod found on the eastern line of Tract 1 – 3300.659 as described in a Special Warranty Deed to the United State of America in Volume 11880, Page 372 of the Real Property Records of Travis County, Texas, further described as Tract 6 in Volume 8160, Page 725 of the Real Property Records of Travis County, Texas, for the Northwestern corner of the said 256.491 acre tract, a corner of that certain tract of land called to contain 145.4 acres as described in a Special Warranty Deed to Kathryn Jo Kotrla, Trustee of the Martha E. Kutscher Living Trust in Document No. 2012174537 of the Official Public Records of Travis County, Texas and being further described in Volume 1130, Page 62 of the Deed Records of Travis County, Texas, for the northwestern corner of this herein described tract;

THENCE: North 88°29'54" East a distance of 517.76 feet along the southern line of the said 145.4-acre tract, a northern line of the said 256.491-acre tract to a cotton spindle in a 4.5-inch Cedar Post found for a corner of the said 256.491 acre tract, the southeastern corner of the said 145.4 acre tract, a corner of the called 30.3-acre tract as described in a Warranty Deed to Joseph Dugone and Barbara Louise Dugone in Document No. 2022007172 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 01°58'39" East a distance of 558.09 feet along a line of the said 256.491-acre tract, a western line of the said 30.3-acre tract to a 60d Nail in Rock Mound found for a corner of the said 256.491-acre tract, the southwestern corner of the said 30.3-acre tract, for a corner of this herein described tract;

THENCE: North 88°45'45" East a distance of 253.21 feet along the southern line of the said 30.3-acre tract, a northern line of the said 256.491-acre tract to a 1/2-inch iron rod in rock mound found for the northwestern corner of the said B. Bilberry Survey No. 550, a corner of the said W.F. Fisk Survey No. 191, for a corner of this herein described tract;

THENCE: North 88°35'32" East a distance of 1015.57 feet continuing along a northern line of the said 256.491-acre tract, the southern line of the said 30.3-acre tract the northern line of the said B. Bilberry Survey No. 550 and the southern line of the said W.F. Fisk Survey No. 191 to a 3-inch Cedar Fence Post found for a corner of the said

B. Bilberry Survey, a corner of the W.F. Fisk Survey, a corner of the said 256.491-acre tract, the southeastern corner of the said 30.3-acre tract and the southwestern corner of the remainder of Tract 2 called to contain 11.667 acres as described in a General Warranty Deed to Darrell J. Leslie in Volume 12424, Page 1639 of the Real Property Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 62°13'57" East a distance of 609.26 feet along the southwestern line of the remainder of the said 11.667-acre tract, a line of the said 256.491-acre tract, a northeastern line of the said B. Billberry Survey No. 550, a southwestern line of John Bilberry Survey No. 612, Abstract No. 82 to a 1/2-inch iron rod found for a corner of the remainder of the said 11.667-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract, from which an axle found for the southeastern corner of the said John Bilberry Survey No. 612, the easternmost northeastern corner of the said B. Billberry Survey No. 550, a corner of the J.P. Colley Survey No. 190 bears South 62°14'39" East a distance of 1167.60 feet;

THENCE: South 17°16'19" East a distance of 274.88 feet along an eastern line of the said 0.43-acre tract, a line of the remainder of the said 11.667-acre tract, to a 1/2-inch iron pipe found for a corner of the remainder of the said 11.667-acre tract, a corner of the said 256.491-acre tract, a corner of a called 11.36-acre tract as described in a Warranty Deed to Darrell J. Leslie in Volume 12738, Page 2544 of the Real Property Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 00°53'25" East a distance of 651.13 feet along a line of the said 256.491-acre tract, the western line of the said 11.36-acre tract to a 1/2-inch iron rod with cap stamped "3DS Land Surveying" found for a corner of the said 256.491-acre tract, the southwestern corner of the said 11.36-acre tract, the western corner of a called 0.31-acre tract as described in a Warranty Deed to Darrell J. Leslie in Document No. 20110201471 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 87°26'34" East a distance of 570.21 feet along a southern line of the said 0.31-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod with yellow cap found for a corner of the said 0.31-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 77°23'38" East a distance of 138.84 feet to a 1/4-inch iron pipe found for the easternmost corner of the said 0.31-acre tract, a corner of the said 11.36-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 78°19'47" East a distance of 83.60 feet to a 1/2-inch iron pipe found on the western line of a called 4.06-acre tract as described in a General Warranty Deed to Ola Colley Donahue in Document No. 2002198607 of the Official Public Records of Travis County, Texas, for the southeastern corner of the said 11.36-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: South 11°31'16" East a distance of 383.50 feet along a western line of the said 4.06-acre tract, an eastern line of the said 256.491-acre tract to a calculated point in or near the center of a creek, for a corner of the said 4.06-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: South 06°28'38" West a distance of 447.19 feet continuing along a western line of the said 4.06-acre tract, an eastern line of the said 256.491-acre tract to a calculated point in or near the center of a creek, for a

corner of the said 256.491-acre tract, a corner of the said 4.06-acre tract, the northwestern corner of a called 6.166 acre tract as described in a General Warranty Deed to Robie L. Rehse in Document No. 2006018989 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract, from which a T-Post found bear North 77°01'20" East a distance of 9.73 feet;

THENCE: South 06°47'20" West a distance of 226.87 feet along the western line of the said 6.166-acre tract, an eastern line of the said 256.491-acre tract to a 5/8-inch iron rod found on the southern line of the said B. Bilberry Survey No. 550, for the southwestern corner of the said 6.166-acre tract, a corner of the remainder of the said 157.30-acre tract, the northwestern corner of a called 6.115 acre tract as described in a General Warranty Gift Deed to Carlos Lucas in Document No. 2013119490 of the Official Public Records of Travis County, Texas, the westernmost northwestern corner of the Mrs. Maude Lohmann Survey, S.F. 15082, Abstract No. 2759, the northeastern corner of the Fred Lohmann Survey, S.F. 14974, Abstract No. 2758, for a corner of this herein described tract;

THENCE: South 01°05'25" West a distance of 382.36 feet along the western line of the said 6.115-acre tract, and eastern line of the said 256.491-acre tract, the western line of the said Mrs. Maude Lohmann Survey, the easternmost line of the said Fred Lohmann Survey to a 5/8-inch iron rod found on the northern line of a called 80 acre tract as described in a Deed from the Veterans Land Board of the State of Texas to Robert L. Morriss in Volume 12058, Page 1672 of the Real Property Records of Travis County, Texas further described in Volume 1501, Page 349 of the Deed Records of Travis County, Texas, the northern line of L.S. Bilberry Survey No. 552, for the southwestern corner of the said 6.115-acre tract, for a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 87°33'07" East a distance of 650.45 feet along the southern line of the said 6.115-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod with cap stamped "RPLS 3991" found for the southeastern corner of the said 6.115-acre tract, the southwestern corner of a called 1.330-acre tract as described in a Correction General Warranty Deed to Nancy Gantt Whiddon in Document No. 2013119489 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: North 87°35'10" East a distance of 235.10 feet along the southern line of the said 1.330-acre tract to a 3/4-inch iron pipe with 60d nail inside for the southeastern corner of the said 1.330-acre tract, the southeastern corner of the said Mrs. Maude Lohmann Survey, the northeastern corner of the said L.S. Bilberry Survey No. 552, a corner of the said 256.491-acre tract on the western line of J.J. White Survey No. 63, for a corner of this herein described tract;

THENCE: North 01°39'07" West along the eastern line of the said 1.330-acre tract, the eastern line of the said 6.115-acre tract, the eastern line of the said Mrs. Maude Lohmann Survey, the Western line of the said J.J. White Survey No. 63, a line of the said 256.491-acre tract at 355.49 feet pass a 1/2-inch iron pipe found for the northeastern corner of the said 6.115-acre tract, the southeastern corner of the said 6.166-acre tract, **a distance in all of 465.32 feet** to a 1/2-iron pipe found for a corner of the said 256.491-acre tract, the northwestern corner of the said J.J. White Survey No. 63, the southwestern corner of the J.P. Colley Survey No. 190, for the southwestern corner of Lot 3 of the Jackson Addition as shown on a plat recorded in Document No. 201400062 of the Plat Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: North 78°54'43" East a distance of 142.53 feet along the southern line of the said Jackson Addition, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said Jackson Addition, for a corner of this herein described tract;

THENCE: North 78°40'49" East a distance of 288.31 feet continuing along the southern line of the said Jackson Addition to a 1/2-inch iron rod found on the southwestern line of Nameless Road (R.O.W. Varies), for the southeastern corner of the said Jackson Addition, for a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: South 19°16'31" East a distance of 159.03 feet along the southwestern line of said Nameless Road, an eastern line of the said 256.491-acre tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 256.491-acre tract, a corner of said Nameless Road, for a corner of this herein described tract;

THENCE: Continuing along an eastern line of the said 256.491-acre tract, a southwestern line of said Nameless Road, with a non-tangent curve to the left having a Delta angle of 61°42'00", a Radius of 613.07 feet, an Arc length of 660.20 feet with the chord of the curve South 50°09'52" East a distance of 628.76 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 256.491-acre tract, a corner of the said Nameless Road, for a corner of this herein described tract;

THENCE: South 81°00'52" East a distance of 9.54 feet continuing along an eastern line of the said 256.491-acre tract, a southwestern line of said Nameless Road to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 256.491-acre tract, a corner of said Nameless Road, for a corner of this herein described tract;

THENCE: Continuing along an eastern line of the said 256.491-acre tract, a southwestern line of said Nameless Road, with a non-tangent curve to the right having a Delta angle of 12°07'09", a Radius of 572.96 feet, an Arc length of 121.19 feet with the chord of the curve South 76°47'15" East a distance of 120.97 feet to a 1/2-inch iron rod found for a corner of the said 256.491-acre tract, the northernmost corner of a called 48.136-acre tract as described in a Quit Claim Deed to Cecelia A. Fortney, Trustee of the Cecelia A. Fortney Revocable Trust Agreement dated January 23, 2018 in Document No. 2018075941 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 35°57'08" West a distance of 803.00 feet along a northwestern line of the said 48.136-acre tract, a southeastern line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 48.136-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: South 84°48'17" West a distance of 586.05 feet along a northern line of the said 48.136-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for the northwestern corner of the said 48.136-acre tract, the described ending point of a boundary line agreement as described in Volume 2673, Page 38 of the Deed Records of Travis County, Texas between Mrs. Hilda Alley, George A. and Ruby Roberta Agnew, Jim and Hazel Lindeman and Allwyn G. Gallaway, for a corner of this herein described tract;

THENCE: South 01°53'56" East a distance of 267.54 feet along the western line of the said 48.136-acre tract, a line of the said boundary line agreement to a 15-inch Cedar Tree found for a corner of the said 48.136-acre tract, a corner of the said boundary line agreement, for a corner of this herein described tract;

THENCE: South $06^{\circ}16'30''$ East a distance of 34.36 feet continuing along a western line of the said 48.136-acre tract, a line of the said boundary line agreement to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 256.491-acre tract on the western line of the said 48.136-acre tract, a line of the said boundary line agreement, for a corner of this herein described tract;

THENCE: South $17^{\circ}24'30''$ East a distance of 62.63 feet continuing along a western line of the said 48.136-acre tract, a line of the said boundary line agreement to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 256.491-acre tract, a corner of the said 76.816-acre tract, for a corner of this herein described tract;

THENCE: South $17^{\circ}24'30''$ East a distance of 83.32 feet with the said boundary line agreement and the western line of the said 48.136-acre tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South $14^{\circ}05'49''$ East a distance of 33.94 feet continuing with said boundary line agreement, the western line of the said 48.136-acre tract to a 60d Nail found for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South $00^{\circ}38'18''$ West a distance of 129.83 feet continuing with the said boundary line agreement, the western line of the said 48.136-acre tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South $00^{\circ}17'14''$ East continuing along the said boundary line agreement, a western line of the said 48.136-acre tract, at a distance of 28.15 feet pass a 1/2-inch iron rod found online, **a distance in all of 403.00 feet** to a 8-inch Live Oak Tree found for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract for a corner of this herein described tract;

THENCE: South $18^{\circ}04'16''$ West a distance of 157.03 feet continuing with the said boundary line agreement, a western line of the said 48.136-acre tract passing the eastern line of the said L.S. Bilberry Survey No. 552, the western line of the said J.J. White survey to a nail in a 15-inch Cedar Tree found for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South $07^{\circ}05'51''$ West a distance of 135.65 feet continuing with the said boundary line agreement, a western line of the said 48.136-acre tract to a 24-inch Cedar Tree found for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South $04^{\circ}56'39''$ West a distance of 122.34 feet continuing with the said boundary line agreement a western line of the said 48.136-acre tract to a 1/2-inch iron rod found for a corner of the said boundary line agreement, the southwestern corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South 75°05'26" East a distance of 92.39 feet continuing with said boundary line agreement, a southern line of the said 48.136-acre tract to a 1/2-inch iron rod found for the northwestern corner of the said 16.335-acre tract in Document No. 2021051110, for a corner of this herein described tract;

THENCE: South 00°59'06" East a distance of 238.15 feet with the western line of the said 16.335-acre tract to a 1/2-inch iron rod found for a corner of the said 16.335-acre tract, the southwestern corner of the said J.J. White Survey No. 63, a corner of the said G.W. Wheeler Survey No. 2, for a corner of this herein described tract;

THENCE: South 02°18'26" East a distance of 226.30 feet continuing with the western line of the said 16.335-acre tract, the eastern line of the said L.S. Bilberry Survey No. 552, a line of the said G.W. Wheeler Survey No. 2 to a Cedar Hub found for the southeastern corner of the said 76.816-acre tract, the southeastern corner of the said L.S. Bilberry Survey No. 552, a corner of the G.W. Wheeler Survey No. 2, Abstract No. 2559, the same being a corner of a called 16.335 acre tract of land in a General Warranty Deed to JNJ Enterprises, LLC in Document No. 2021051110 of the Official Public Records of Travis County, Texas and the northeastern corner of a called 17.0 acre tract of land as described in a Deed to David C. Wallace in Volume 9591, Page 514 of the Real Property Records of Travis County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 87°41'18" West along the southern line of the said 76.816-acre tract, the southern line of the said L.S. Bilberry Survey No. 552, the northern line of the said G.W. Wheeler Survey No. 2 and line of the Wiley Pope Survey No. 2, Abstract No. 2556, at 27.34 feet pass a 2-inch Cedar fence post found 1.75 feet south of the line for a corner of the said 17.0-acre tract, at 433.28 feet pass a 16-inch Cedar Tree found 7.0 feet south of the line for the northwestern corner of the said 17.0 acre tract, the northeastern corner of a called 99.95-acre tract as described in a General Warranty Deed to Schwertner Farms, Inc in Document No. 2007086046 of the Official Public Records of Travis County, Texas, at 488.12 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 8.14 feet south of the line for a corner of the said 99.95-acre tract, at 551.23 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 2.11 feet south of the line for a corner of the said 99.95-acre tract, at 600.85 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 0.79 feet south of the line for a corner of the said 99.95-acre tract, at 671.13 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 1.98 feet south of the line for a corner of the said 99.95-acre tract, at 908.88 feet pass a 1/2-inch iron rod with cap stamped "Maple RPLS 5043" found 2.92 feet south of the line for a corner of the said 99.95-acre tract, at 1085.03 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 1.41 feet south of the line for a corner of the said 99.95-acre tract, at 1375.75 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 2.30 feet south of the line for the northwestern corner of the said 99.95-acre tract, the northeastern corner of a called 98.47-acre tract as described in a General Warranty Deed to Schwertner Farms, Inc in Document No. 2007086047 of the Official Public Records of Travis County, Texas, at 1836.63 feet pass a nail in a 14-inch Cedar tree found 3.84 feet south of the line for a corner of the said 98.47-acre tract, at 2036.72 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 2.57 feet south of the for a corner of the said 98.47-acre tract, at 2146.15 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 2.78 feet south of the line for a corner of the said 98.47-acre tract, at 2321.26 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 2.63 feet south of the line for a corner of the said 98.47-acre tract, at 2612.94 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 0.22 feet north of the line for a corner of the said 98.47 acre tract, **a distance in all of 2640.19 feet** to a 1/2-inch iron rod in stone mound found for the southwestern corner of the said 76.816-acre tract, the southwestern corner of this herein described tract, the southwestern corner of the said L.S. Bilberry Survey No. 552, a corner of the said Wiley Pope Survey No. 2, the southeastern

corner of a called 58.62-acre tract as described in a Warranty Deed to Joseph F. Lamoreux in Document No. 2018095795 of the Official Public Records of Travis County, Texas, from which a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found for the called northwestern corner of the said 98.47-acre tract in conflict with this tract bears North 16°41'32" West a distance of 4.12 feet, another 1/2-inch iron rod found bears South 73°43'57" West a distance of 6.92 feet;

THENCE: North 02°38'14" West along the western line of the said 76.816-acre tract, the eastern line of the said 58.62-acre tract, the western line of the said L.S. Bilberry Survey No. 552, the eastern line of the said Wiley Pope Survey No. 2, the eastern line of a called 10.348-acre tract as described in a Special Warranty Deed to David & Laura Dow Trust in Document No. 2007204202 of the Official Public Records of Travis County, Texas, at 830.75 feet pass a calculated point for the northeastern corner of the said 58.62-acre tract, the southeastern corner of the said 10.348-acre tract from which a 1/2-inch iron rod with cap stamped "Baker Aicklen" found bears South 82°22'26" West a distance of 3.30 feet, at 1127.19 feet pass a Mag Nail found, **a distance in all of 1316.91 feet** to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for the northwestern corner of the said 76.816-acre tract, the southwestern corner of the said 256.491-acre tract, from a corner of this herein described tract;

THENCE: North 02°38'14" West a distance of 133.17 feet along the western line of the said 256.491-acre tract, the eastern line of the said 10.348-acre tract to a 1/2-inch iron rod found for the northeastern corner of the said 10.348-acre tract, the northeastern corner of the said Wiley Pope Survey No. 2, the southernmost southeastern corner of the said Fred Lohmann Survey, the southeastern corner of a called 100.35-acre tract of land as described in a Deed to David and Laura Dow Revocable Trust in Document No. 2005130955 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: North 02°32'09" West a distance of 1183.74 feet along the western line of the said 256.491-acre tract, the eastern line of the said 100.35-acre tract to a 1/2-inch iron rod in stone mound found a corner of the said 100.35-acre tract, the northwestern corner of the said L.S. Bilberry Survey No. 552, a corner of the said Fred Lohmann Survey, a corner of the remainder of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 07°47'58" West a distance of 71.24 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod with cap stamped "3DS Land Surveying" found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 80°10'52" West a distance of 191.21 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 82°40'23" West a distance of 181.28 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 54°41'43" West a distance of 207.69 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 42°20'04" West a distance of 579.74 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 01°01'13" West a distance of 113.30 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 01°00'30" West a distance of 483.60 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: South 89°43'38" West a distance of 463.20 feet continuing along a line of the said 100.35 acre tract, a line of the said 256.491-acre tract to a 12-inch Live Oak Tree found for a westernmost southwestern corner of the said 256.491-acre tract, the northwestern corner of the said 100.35-acre tract, a corner of the said United State of America tract in Volume 11880, Page 372, for a corner of this herein described tract, from which a 3-inch U.S. Department of Interior Aluminum cap found bears North 00°58'31" West a distance of 5.00 feet and another 3-inch U.S. Department of Interior Aluminum cap found bears South 27°44'52" West a distance of 5.00 feet;

THENCE: North 01°10'26" West a distance of 1921.97 feet continuing with the western line of the said 256.491-acre tract, the eastern line of the said United States of America Tract to the POINT OF BEGINNING and CONTAINING an area of 337.292-acres of land.



Rex L. Hackett
Registered Professional Land Surveyor No. 5573
rhackett@jonescarter.com

7-15-2022

Date:

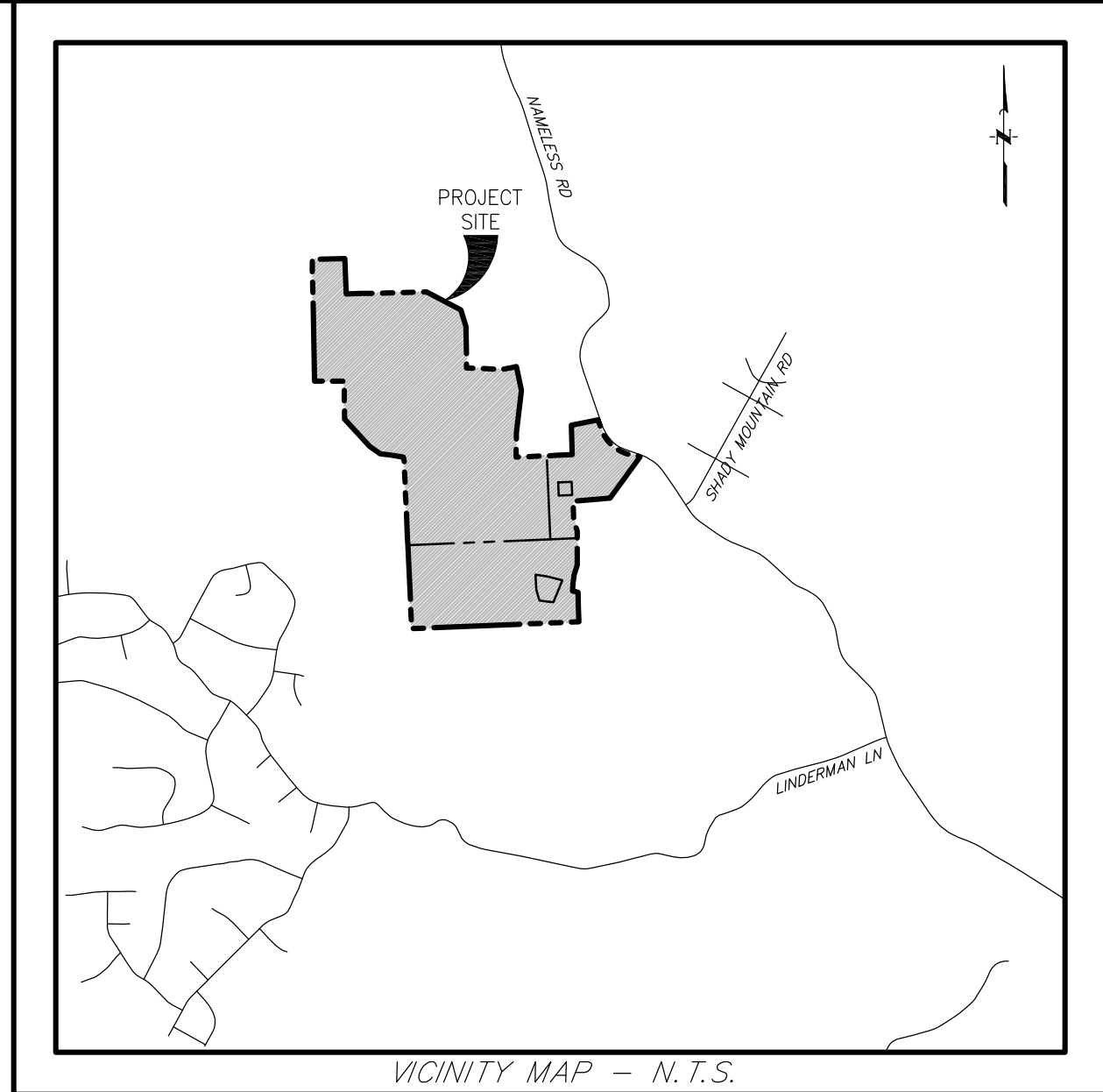


LEGEND

- IRON ROD FOUND
● IRON PIPE FOUND
○ NAIL FOUND
○ 5/8" IRON ROD SET W/CAP
○ STAMPED "JONES/DARTER"
○ TREE/CEDAR FENCE POST
○ NAIL SET
○ CALCULATED POINT
() RECORD INFORMATION
D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

KATHRYN JO KOTILA, TRUSTEE OF THE MARTHA E. KUTSCHER LIVING TRUST
SPECIAL WARRANTY DEED
DOC. NO. 201718437 O.P.R.T.C.T.
THE KUTSCHER RANCH, LTD.
SPECIAL WARRANTY DEED
DOC. NO. 201718438 O.P.R.T.C.T.
(MARTHA KUTSCHER)
(145.4 ACRES)
VOL. 1136, PG. 82 O.P.R.T.C.T.

McKINNEY & WILLIAMS
SURVEY NO. 601
ABSTRACT NO. 574



D. & W.R.R. CO.
SURVEY NO. 95
ABSTRACT NO. 244

UNITED STATES OF AMERICA
SPECIAL WARRANTY DEED
TRACT 1 - 3300.659 ACRES
VOL. 1180, PAGE 372 O.P.R.T.C.T.
(TRACT 6 - VOL. 8160, PG. 725)

W.F. FISK
SURVEY NO. 91
ABSTRACT NO. 2627

JOSEPH DUGONE & BARBARA LOUISE DUGONE
TRUSTEES OF THE HAWK VALLEY TRUST
WARRANTY DEED
30.3 ACRES
DOC. NO. 2022007172 O.P.R.T.C.T.

JOHN BILBERRY
SURVEY NO. 612
ABSTRACT NO. 82

DARRELL J. LESLIE
GENERAL WARRANTY DEED
TRACT 2 - 11.867 ACRES
VOL. 12424, PG. 1639 R.P.R.T.C.T.

JO LANA LESLIE
WARRANTY DEED
28.31 ACRES
DOC. 2011020473 O.P.R.T.C.T.

J.P. COLLEY
SURVEY NO. 190
ABSTRACT NO. 2738
S.F. 7951

TRACT D
23244 NAMELESS RD LLC
GENERAL WARRANTY DEED
W/VENDOR'S LIEN
257.491 ACRES
DOC. 2022070885 O.P.R.T.C.T.

B. BILBERRY
SURVEY NO. 550
ABSTRACT NO. 148

TOTAL ACRES
337.292 ACRES

W.T. COLLEY
ABST. NO. 2760
S.F. 15083

MRS. MAUDE LOHMAN
ABST. NO. 2759
S.F. 15082

CARLOS LUCAS
GENERAL WARRANTY
DEED
6.115 ACRES
DOC. 20131940 O.P.R.T.C.T.

DAVID & LAURA DOW REVOCABLE TRUST
SPECIAL WARRANTY DEED
100.35 ACRES
DOC. NO. 2005130855 O.P.R.T.C.T.
(DOC. NO. 2004166780 O.P.R.T.C.T.)

FRED LOHMAN
SURVEY NO. 2758
S.F. 14974

TRACT D
23244 NAMELESS RD LLC
GENERAL WARRANTY DEED
W/VENDOR'S LIEN
257.491 ACRES
DOC. 2022070885 O.P.R.T.C.T.

L.S. BILBERRY
SURVEY NO. 552
ABSTRACT NO. 147

DAVID & LAURA DOW TRUST
SPECIAL WARRANTY DEED
DOC. NO. 2007204202 O.P.R.T.C.T.

WILEY POPE
SURVEY NO. 2
ABSTRACT NO. 2556

JOSEPH F. LAMOREUX
WARRANTY DEED
58.82 ACRES
DOC. NO. 2018095795 O.P.R.T.C.T.

SCHWERTNER FARMS, INC.
GENERAL WARRANTY DEED
98.47 ACRES
DOC. NO. 2007086047 O.P.R.T.C.T.

G.W. WHEELER
SURVEY NO. 2
ABSTRACT NO. 2559

SCHWERTNER FARMS, INC.
GENERAL WARRANTY DEED
89.55 ACRES
DOC. NO. 2007086046 O.P.R.T.C.T.

J.J. WHITE
SURVEY NO. 63
ABSTRACT NO. 2262

CECELIA A. FORTNEY, TRUSTEE OF THE
CECELIA A. FORTNEY REVOCABLE TRUST
AGREEMENT DATED JANUARY 31, 2018
QUIT CLAIM DEED
48.136 ACRES
DOC. NO. 2018075941 O.P.R.T.C.T.
(DOC. NO. 2018060088 O.P.R.T.C.T.)
(VOL. 13054, PG. 2012)

JNU ENTERPRISES LLC
GENERAL WARRANTY DEED
16.133 ACRES
DOC. NO. 2021051110 O.P.R.T.C.T.

DAVID G. WALLACE
DEED
17.0 ACRES
VOL. 8591, PG. 514 R.P.R.T.C.T.
(VOL. 6478, PG. 400)
(VOL. 6478, PG. 596)

LINE	BEARING	DISTANCE
L1	N 02°38'14" W	135.17'
L2	N 07°47'58" W	71.24'
L3	N 80°10'52" W	191.21'
L4	N 82°40'21" W	181.28'
L5	N 54°41'43" W	207.69'
L6	N 01°01'13" W	113.30'
L7	N 78°54'43" W	142.53'
L8	N 78°40'49" E	288.31'
L9	S 19°16'31" E	159.03'
L10	S 81°00'52" E	9.54'
L11	S 01°53'56" E	267.54'
L12	S 06°16'30" E	34.36'
L13	S 17°24'30" E	62.63'
L14	S 17°24'30" E	83.32'
L15	S 00°38'18" W	129.83'
L16	S 18°04'16" W	157.03'
L17	S 04°56'39" W	122.34'
L18	S 75°05'26" E	92.39'
L19	S 00°59'06" E	238.15'
L20	S 02°18'26" E	226.30'
L21	S 27°48'56" W	194.42'
L22	N 62°18'13" W	194.66'
L23	N 77°23'38" E	138.64'
L24	N 28°19'47" E	83.60'
L25	N 8°16'10" E	235.10'
L26	N 01°39'07" W	465.32'
L27	S 14°05'49" E	33.94'
L28	S 07°05'51" W	135.65'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	613.07'	061°42'00"	660.20'	S 50°09'52" E	628.76'
C2	372.96'	012°07'09"	121.19'	S 76°47'15" E	120.97'

GENERAL NOTES:

- The boundary shown hereon is for exhibit purposes for the future boundary of a new Municipal Utility District.
- The boundary shown hereon encompasses land deeded in Clerk's File Volume 5079, Page 442, Volume 1501, Page 344, Volume 1501, Page 378, Volume 4856, Page 322, Number 2001082359 and land intended to be deeded to the same owner.

TRACT A 1.000 ACRES
TRACT B 2.985 ACRES
TRACT C 76.801 ACRES
TRACT D 257.491 ACRES
TOTAL: 337.292 ACRES

SURVEYOR'S CERTIFICATION

To: 23244 Nameless Rd LLC

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category IB Condition II Survey.

Drawing Date: September 7, 2022
Revised Date: September 9, 2022

Rex L. Hackett
Registered Professional Land Surveyor No. 5573
email: rhackett@quiddity.com



EXHIBIT
OF
337.292 ACRES

OUT OF THE
L.S. BILBERRY SURVEY, A-147
D. & W.R.R. CO. SURVEY, A-244
W.F. FISK SURVEY, A-2627
B. BILBERRY SURVEY, A-148
J.J. WHITE SURVEY, A-2262
FRED LOHMAN, SURVEY, A-2758

CITY OF LEANDER,
TRAVIS COUNTY, TEXAS
SEPTEMBER 2022



Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046300
3100 Alvin Devane Boulevard, Suite 1509 Austin, TX 78741-5121 443.9493

Exhibit C

SERVICE AGREEMENT

[SEE ATTACHED]

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, TO PROVIDE NOTICE OF ANNEXATION OF RIGHT-OF-WAY CONSISTING OF A PORTION OF NAMELESS ROAD OWNED AND MAINTAINED BY TRAVIS COUNTY LOCATED IN TRAVIS COUNTY, TEXAS; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander (the, “City”) desires to annex a portion of Nameless Road owned and maintained by Travis County contiguous to a parcel of land that is being annexed simultaneously by petition of the landowners; and

WHEREAS, municipalities may annex right-of-way if the city provides notice of the intent to annex the right-of-way at least 61 days prior to the annexation and the owner of the right-of-way does not submit a written objection to the proposed annexation pursuant to Texas Local Government Code § 43.1055; and

WHEREAS, the City has provided notice to Travis County on the 3rd day of January, 2025.

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

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

Section 2. Annexation of Right-of-Way. The City desires to annex that portion of Nameless Road owned and maintained by Travis County as depicted in **Exhibit A** attached hereto and incorporated by reference herein for all purposes and has provided notice of this intent to annex this right of way on the 3rd day of January 2025.

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

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

PASSED AND APPROVED this the ____ day of _____, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

Proposed Right-of-Way Annexation

(See Attached)

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 337.292 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

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

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit A**.

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

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

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

BEING a 337.292-acre tract of land situated in the D. & W.R.R. Co Survey No. 95, Abstract No. 244, the W.F. Fisk Survey No. 191, Abstract No. 2627, the B. Bilberry Survey No. 550, Abstract No. 148, the Fred Lohmann Survey S.F. 14974, Abstract No. 2758, the L.S. Bilberry Survey No. 552, Abstract No. 147, the J.P. Colley Survey No. 190, S.F. 7951, Abstract No. 2738 and the J.J. White Survey No. 63, Abstract No. 2262, Travis County, Texas, being all of that certain 256.491 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document No. 2022079995, all of that certain 1.000 acre tract as described in a General Warranty Deed with Vendor' Lien to 23244 Nameless Rd LLC in Document No. 2022076004, all of that certain 76.816 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document NO. 2022076184 and all of that certain 2.985 acre tract of

land as described in a General Warranty Deed with Vendor's Lien in Document No. 2022076122 all in the Official Public Records of Travis County, Texas, being more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit A**.

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

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

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

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

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

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

PASSED AND APPROVED on First Reading this 17th day of April, 2025.

FINALLY PASSED AND APPROVED on this 1st day of May, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SERVICE AGREEMENT

[SEE ATTACHED]

Exhibit B

PROPERTY DESCRIPTION

[SEE ATTACHED]

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING A PORTION OF NAMELESS ROAD LOCATED IN AND OWNED BY TRAVIS COUNTY, TEXAS; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by Texas Local Government Code § 43.1055 to annex right of way that is contiguous to the City's boundary or to an area being simultaneously annexed after providing notice to the owner of the right of way of the intent to annex right of way and allowing the owner of the right of way 61 days to provide written objection to the proposed right of way; and

WHEREAS, the City of Leander has provided notice to the owner of the right of way of the intended annexation of a portion of Nameless Road and 61 days have elapsed without objection from the owner of the right of way; and

WHEREAS, the property is contiguous to the present city boundary or to an area being simultaneously annexed by the City of Leander.

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

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

SECTION 2. That certain portion of Nameless Road described in greater detail in **Exhibit A** attached hereto and incorporated by reference herein for all purposes is hereby annexed into the corporate boundaries of the City of Leander Texas.

SECTION 4. That the official map and boundary of the City, heretofore adopted and amended be and hereby are amended so as to include the annexed right of way as part of the City of Leander.

SECTION 5. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

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

PASSED AND APPROVED on First Reading this 17th day of April, 2025.

FINALLY PASSED AND APPROVED on this 1st day of May, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

**ANNEXED RIGHT OF WAY
[SEE ATTACHED]**

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation ("City"), and the 23244 Nameless Rd, LLC ("Landowner"). The City and the Landowner may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, "Subject Property"); and

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (hereinafter, the "Effective Date"); and

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

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

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

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

The property is located in Travis County Emergency Services Districts Number 1 and Number 7 (the "ESDs"), which provide fire protection and emergency medical services to properties within their respective boundaries. Fire protection and emergency medical services will be provided by the ESD's.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

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

E. Maintenance of City-owned parks and playgrounds within the City; provided that parkland located within the Subject Property shall be privately owned and maintained by a homeowners association or other private management group.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the Subject Property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

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

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

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

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

(iii). In addition to the foregoing, Landowner acknowledges, understands, and agrees that the Landowner may not apply for building permits for more than 184 single family residential lots located below the 965 foot elevation on the Subject Property until the completion of the water tower to be located at Hero Way. The Landowner further understands, acknowledges, and agrees that the City will reject or deny any building permit application that seeks approval of a building permit that will cause the number of lots on

the Subject Property to exceed 184 single family residential lots or that are for lots located above the 965 foot elevation on the Subject Property before the completion of the Water Tower.

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

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

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

~~—————(ii)—————Landowner shall pre-plumb the subdivision for reclaimed water facilities to provide service to landscape lots in accordance with construction plans approved by the City. The Landowner shall submit a reclaimed water system plan with the preliminary plat application. The Landowner may cause other water-saving measures to be included in the development of the property, including by not limited to rainwater collection systems.~~

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

(i) ~~Provide maintenance services on existing public streets~~Streets within the Subject Property ~~shall be developed and other maintained as private streets that in accordance with the City's subdivision ordinance. There are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:~~

~~—————1.—————Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and~~

~~—————2.—————Routine maintenance as presently performed by the City.~~

~~D. The City will maintain no existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights of way located within the boundaries of the Subject Property, as follows:~~

~~(i) As provided in C(i)(1) and C(i)(2) above;~~

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

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

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

~~E _____~~

D. The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment, except as specifically provided otherwise in this Agreement. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

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

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

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Todd Parton, City Manager

LANDOWNER(S):

Name (print): _____

Title: _____

Date: _____

Name (print): _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, on behalf of 23244 Nameless Rd., LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 20__.

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS

§

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, on behalf of 23244 Nameless Rd., LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 20__.

(SEAL)

Notary Public - State of Texas

Subject Property
(see attached)



EXECUTIVE SUMMARY
5/15/2025

AGENDA SUBJECT:

Approval of the second reading of an Ordinance regarding Zoning Case Z-24-0124 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to SFR-2-B (Single Family Rural) on seven (7) parcels of land 337.292 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

BACKGROUND:

This request is the next step in the zoning process. This property is located west of Nameless Road and the Travisso subdivision, outside the city limits and within the ETJ. An application for annexation into the City limits is currently in review by the City Council and will be processed concurrently with this zoning request. The applicant has submitted a request to change the designated zoning district of their property in order to develop a large lot single-family residential neighborhood.

This request for the SFR-2-B district allows for the development of detached single-family residences on large lots. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in the Rural land use category as identified by the Comprehensive Plan.

GENERAL INFORMATION:

Current Zoning: Interim SFR-1-B (Single-Family Rural) – if the annexation request is approved.

Proposed Zoning: SFR-2-B (Single-Family Rural).

Size & Location: The property is located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, including approximately 337.292 acres.

Surrounding Area: This property is located west of Nameless Road and the surrounding properties are primarily undeveloped. The Shady Mountain Oaks development is located just south along Nameless Road, and the Travisso subdivision is located farther south.

PROPOSED ZONING DISTRICT:

USE COMPONENT

SFR – Single-Family Rural:

Features: 1 acre lot min.; 1,600 square foot living area min.

Intent: Development of single-family detached dwellings on lots one acre or larger in size and for other uses that are compatible and complimentary to large lot and very low-density residential development. The purpose of this component is to provide regulations to preserve rural character and maintain and protect the City's single-family residences and neighborhoods in an area with larger lot sizes. This component is also intended to preserve the larger tracts of land for future economic development in accordance with the Comprehensive Plan, while permitting rural/agricultural uses on the land to continue.

SITE COMPONENT

TYPE 2:

Features: Accessory buildings greater of 10% of primary building or 120 square feet; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 square feet; multi-family provides at least 100% of units with an enclosed garage parking space.

Intent:

1. The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
2. The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
3. Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE B:

Features: Four (4) or more architectural features.

Intent:

- (1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.
- (2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.
- (3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 10.2: Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.

Applicable Future Land Use categories

RURAL

The Rural future land use category is intended for land areas that are and will continue to include a more rural, Hill Country character throughout the plan horizon. These areas are categorized by the presence of generally private open spaces, large setbacks, heavy tree cover, topographical undulations and generally low intensity uses. This land use category is found on the western edge of Leander's planning area and has portions located in the ETJ, current City limits, and land under non-annexation agreements.

Typically residential and agricultural in nature, this area may also be appropriate for vineyards, wedding venues, bed and breakfasts and other Hill Country destination uses on larger properties. For the most part, the City will not plan to pay installation costs for long-term suburban or urban utilities (wastewater) in this area, but could consider arrangements with developers to cover that cost, etc.

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' were also contacted.

No concerns were raised. Please see the full report from the applicant attached.

PLANNING & ZONING COMMISSION ACTION

Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval during the February 13, 2025, meeting.

CITY COUNCIL ACTION:

The City Council delayed action on the first reading of the ordinance to allow additional time for staff to work with the developer and City Attorney to address concerns.

HISTORY/TIMELINE:

02/13/2025 – Planning & Zoning Commission, 1st Public Hearing

03/20/2025 – City Council, 2nd Public Hearing

APPLICANT/AGENT:

ViewPoint Engineering (Luke Caraway) on behalf of 23244 Nameless Rd, LLC (Dharma Rajah)

RECOMMENDATION:

Staff recommends approval of this request for SFR-2-B (Single-Family Rural). This request complies with the Comprehensive Plan and the water resolution.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Fiscal Impact

Attachments:

1. Z-24-0124 Att 1 Letter of Intent - Oakwood Hills Subdivision
2. Z-24-0124 Att 2 Current Zoning - Oakwood Hills Subdivision
3. Z-24-0124 Att 3 FLU Map - Oakwood Hills Subdivision
4. Z-24-0124 Att 4 Public Notification - Oakwood Hills Subdivision
5. Z-24-0124 Att 5 Proposed Zoning - Oakwood Hills Subdivision
6. Z-24-0124 Att 6 Aerial Map - Oakwood Hills Subdivision
7. Z-24-0124 Att 7 Neighborhood Communication - Oakwood Hills Subdivision
8. Z-24-0124 Att 8 Ordinance - Oakwood Hills Subdivision
9. Z-24-0124 Att 9 2-13-2025 P & Z Minutes

Address 201 N Brushy Street Leander, TX, 78641		Date: June 7, 2024
Attn: City of Leander		
Subject:	Zoning Change – Letter of Intent	
VPE#:	23003	

To Whom It May Concern:

On behalf of our client, 23244 Nameless Rd, LLC, we are proposing improvements to the 337.292-acre tract located on the west side of Nameless Road, approximately 0.3 miles north of the intersection of Nameless Road and Shady Mountain Road. Per the Travis County Appraisal District (TCAD), the address is 23244 Nameless Road, Leander, TX, 78641. The intent of this letter is to present City of Leander Staff with a summary of the site and the proposed rezoning from SFR-1-B to SFR-2-B per the City of Leander's recommendation. The site is located within Travis County and the City of Leander Extraterritorial Jurisdiction (ETJ) and is in the process of being annexed (A-24-0015). The subject tract is being divided into three phases and platted as the Oakwood Hills Subdivision, a subdivision in Travis County, Texas.

The majority of the site is currently undeveloped, consisting of tree canopy and grassy land, besides two single-family houses and existing roads/driveways. The site is proposed to be a large lot single-family development consisting of lots between one and two acres with approximately 174 lots.

The site does not fall within the Edwards Aquifer Recharge, Contributing, or Transition Zones. The site falls within the Lower Colorado River Authority (LCRA) Big Sandy Creek Watershed. Per FEMA FIRM maps No. 48453C0090J, dated January 22, 2020, a part of the site does fall within the 1% annual chance flood (100-year flood).

Below is a summary list of the Tax Appraisal District Property ID numbers and Owner associated with the parcels:

- TCAD Property ID: 353045; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 353047; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 353048; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 353050; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 353069; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 353070; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 513816; Owner: 23244 Nameless Rd, LLC

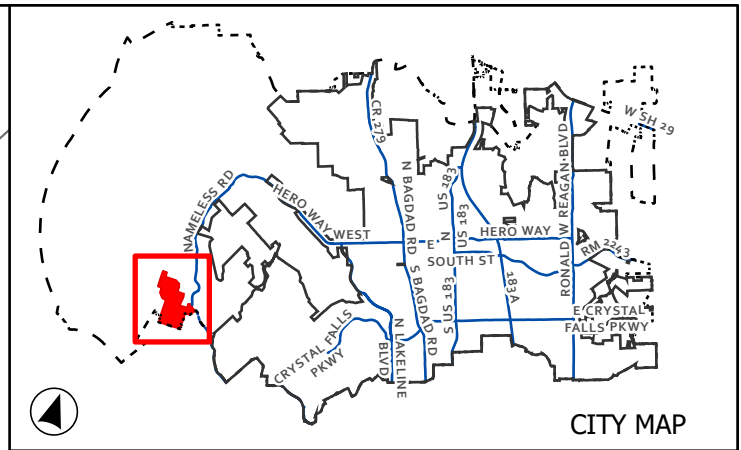
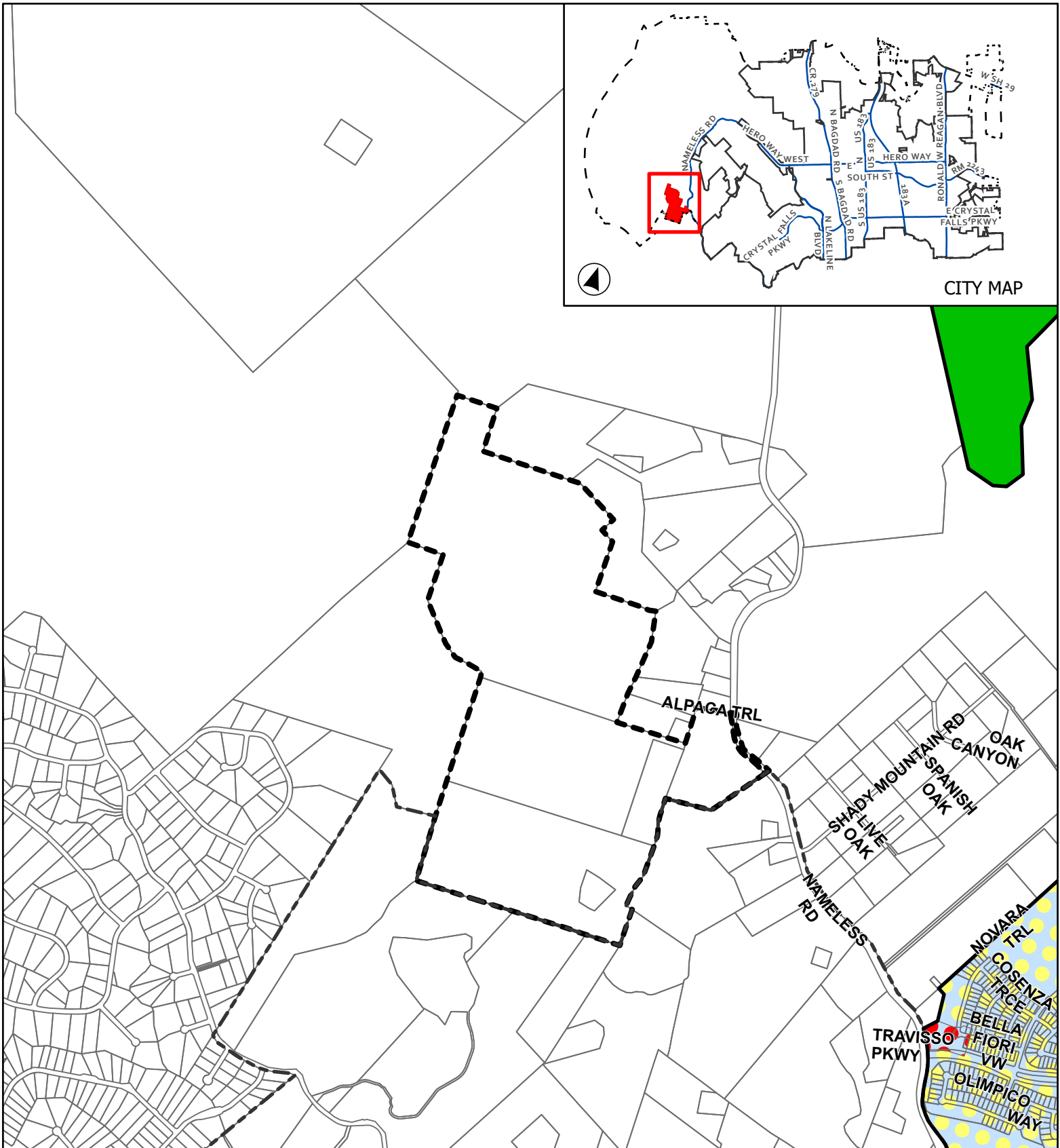
If you have any questions or require additional information, please contact our office.

Sincerely,
ViewPoint Engineering

By: _____

Will Buzzelli, P.E.
Director of Entitlements

"v:\horiz\23003 oakwood hills\permitting\city\zoning\240607 resubmittal #1\240605 zoning letter of intent.docx"



CASE: Z-24-0124 ATTACHMENT 2 OAKWOOD HILLS SUBDIVISION

Current Zoning

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

0 1,250 2,500

Feet

City Limits
 ETJ
 Subject Boundary

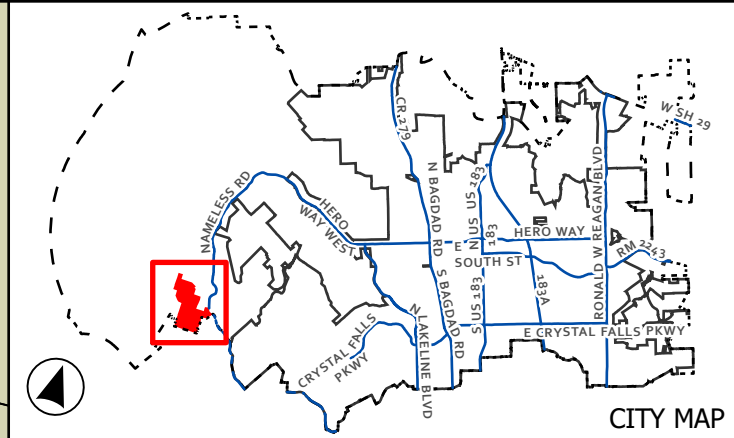
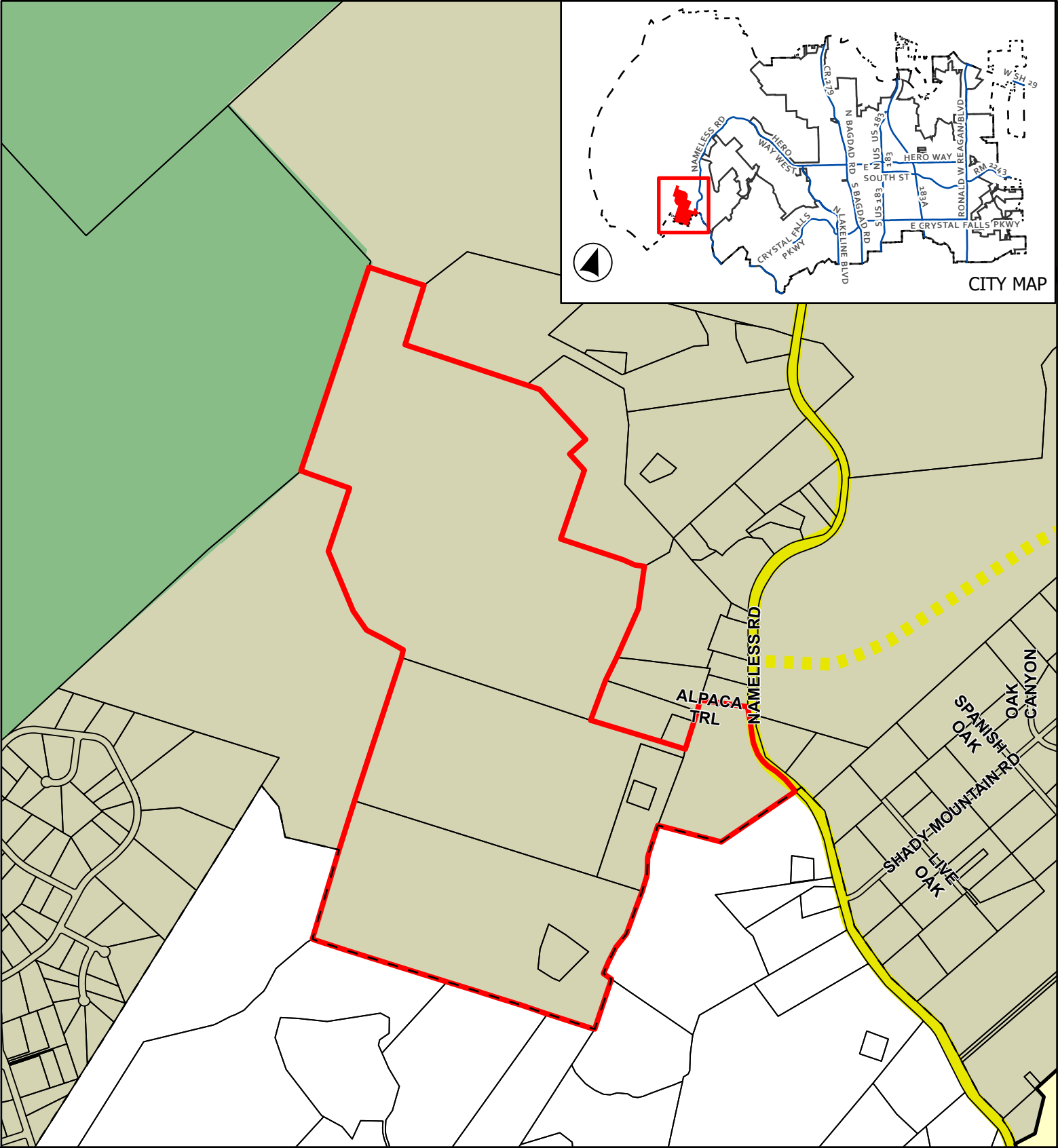
Current Zoning

SFR - Single-Family Rural

PUD - Single-Family

PUD - General Commercial

Page 112 of 196



CASE: Z-24-0124

ATTACHMENT 3

OAKWOOD HILLS SUBDIVISION

Future Land Use Map



0 475 950

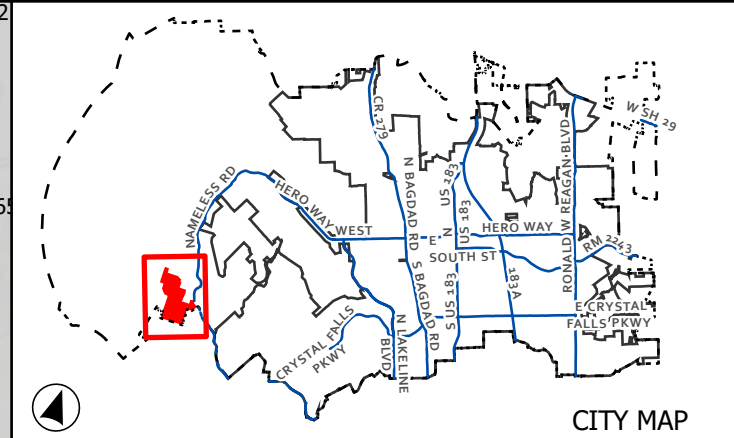
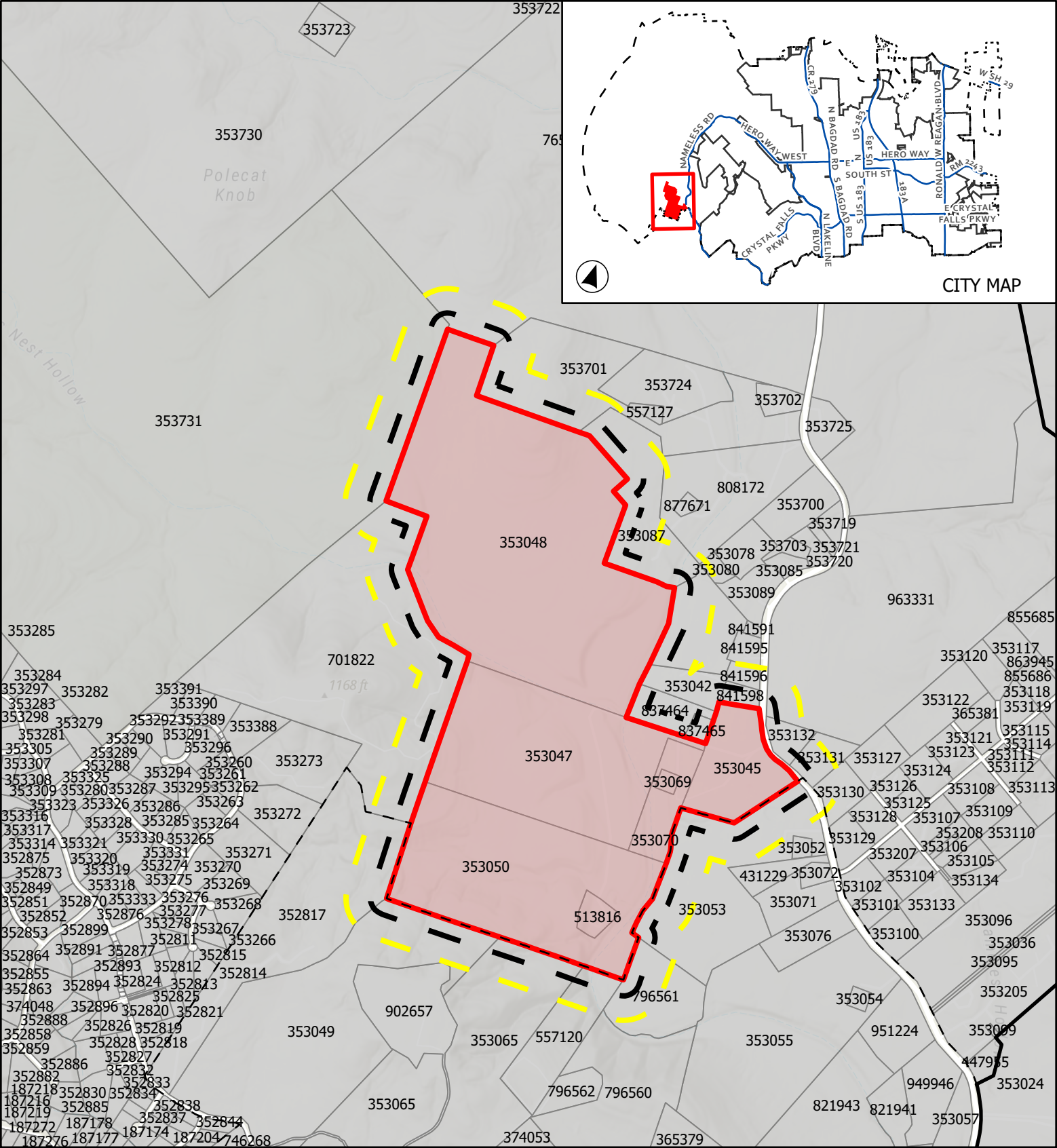
Feet

- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Rural

- Neighborhood Residential
- Parks and Preserves
- Collector, Existing
- Collector, Proposed

Thoroughfare Plan

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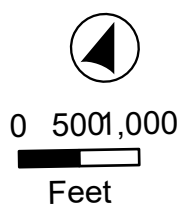
CASE: Z-24-0124

ATTACHMENT 4

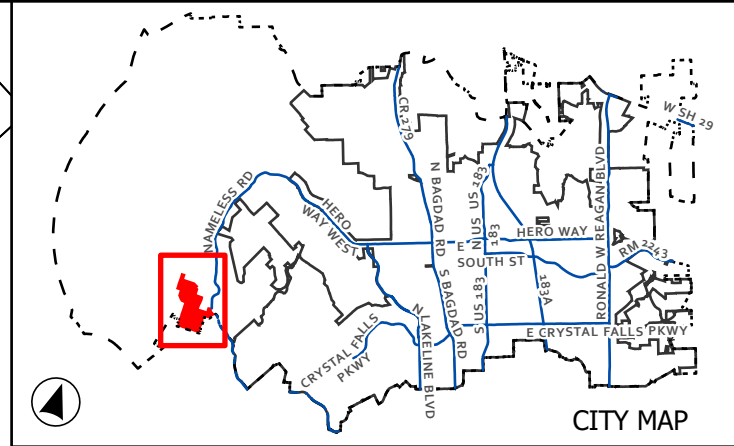
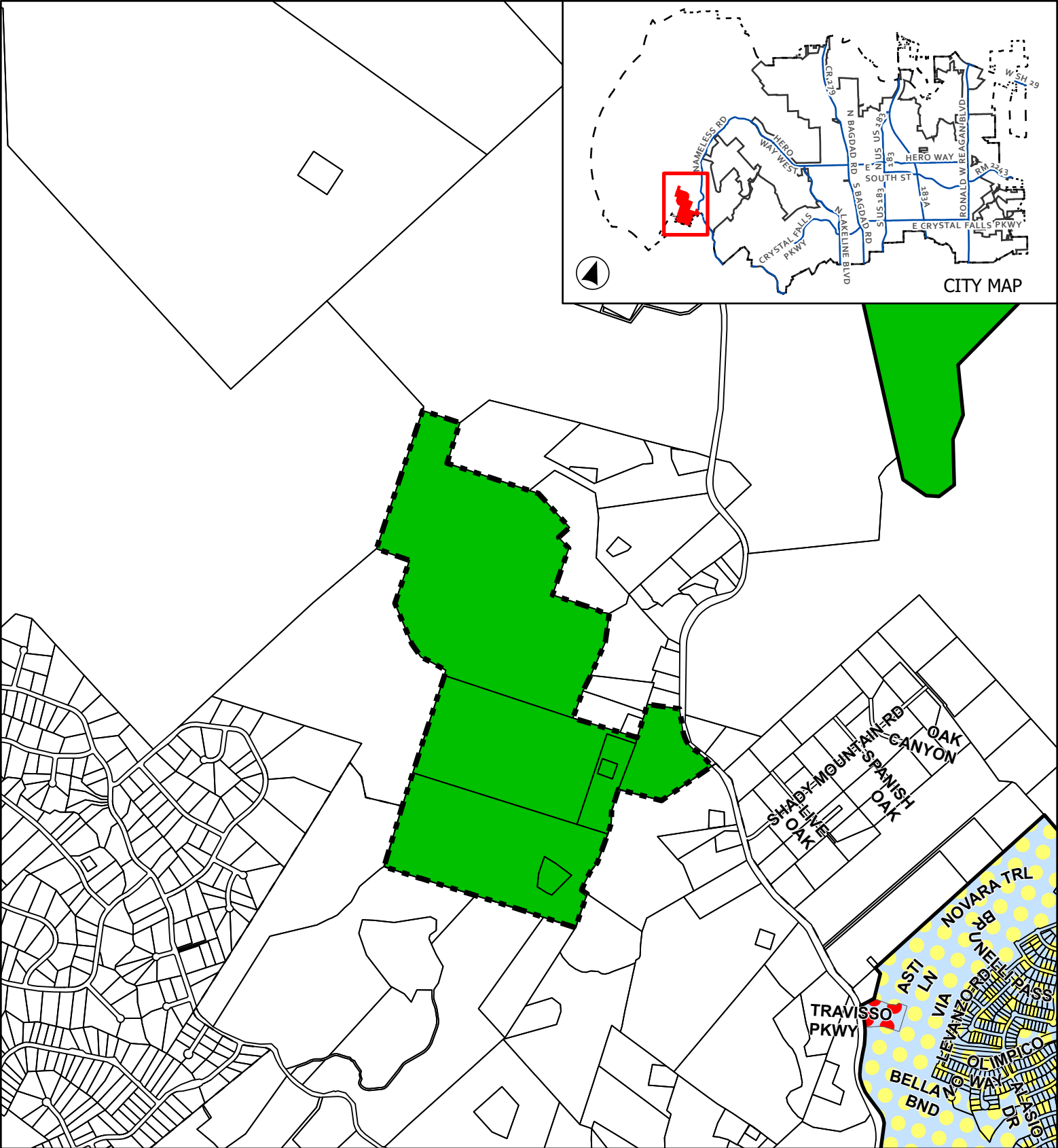
OAKWOOD HILLS SUBDIVISION

Public Notification

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- City Limits
- ETJ Boundary
- Subject Boundary
- Notification Buffer**
 - 200'
 - 500'



CASE: Z-24-0124 ATTACHMENT 5 OAKWOOD HILLS SUBDIVISION

Proposed Zoning

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary

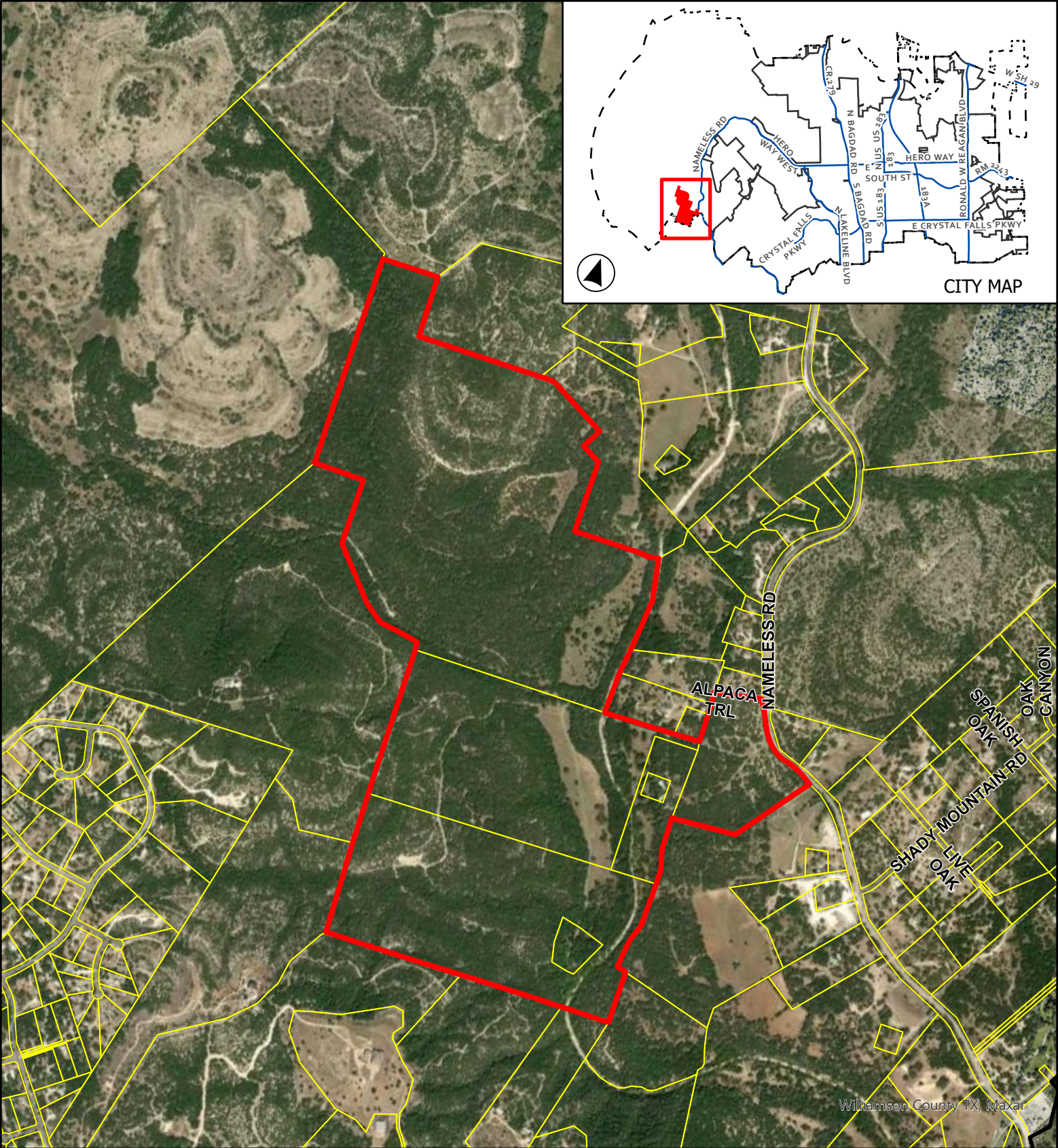
- SFR - Single-Family Rural
- PUD - Single-Family
- PUD - General Commercial



0 500 1,000



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



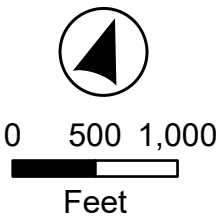
CASE: Z-24-0124

ATTACHMENT 6

OAKWOOD HILLS SUBDIVISION

Aerial Map

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



- Leander City Limits
- Subject Boundary

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

1. How and when were the surrounding neighborhood and residential property owners within 500' notified, how was information shared, and who was directly involved in the communication process? Please provide the address of the properties notified and the name and contact information of the residents directly involved in the communication process. Attach any materials that were distributed.

Letters were sent by certified mail on 5/21/2024 to each property owner within 500' of the tract of land that the proposed zoning change is being requested for. Each owner received an exhibit of the proposed tract that showed their property within 500' of the proposed rezoning tract of land, as well as a letter. The letter describes the annexation of the property into the City of Leander and the proposed zoning. The letter provided an email address to give the property owners the opportunity to bring up any questions and/or concerns.

2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide a separate sheet listing the contact information used including the names and addresses of the individuals.

All owners within 500' of the subject tract were sent a letter and exhibit of the property. Reference the 500' Public Notice Exhibit.

No HOA within 500' of subject tract.

One letter was returned/undeliverable.

3. What concerns were raised during these communications?

We have not received any emails from the adjacent property owners voicing any concerns as of 6/7/2024.

One letter was returned/undeliverable.

4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

We have not received any emails from the adjacent property owners voicing any concerns as of 6/7/2024.

One letter was returned/undeliverable.

The above information is deemed to be true to the best of my knowledge.

Signature: **Luke Caraway**

Digitally signed by Luke Caraway
DN: C=US, E=lcaraway@viewpointengineering.com, O=Viewpoint
Engineering, OU=Viewpoint Engineering, CN=Luke Caraway
Date: 2024.06.12 09:31:26-0500

Date **6/12/2024**

May 13, 2024

RE: Rezoning of Oakwood Hills, Leander, TX 78641

Dear Sir or Madam,

This letter is to notify you that we have recently applied for annexation of a property located off Nameless Rd. Proposed site is approximately 2.5 miles north of the intersection of Nameless Rd and RM 1431. With annexation the property is required to be zoned, and the default zoning doesn't fit what is being proposed, therefore this project is proposed to be zoned differently. The proposed zoning will allow a larger lot single family subdivision.

Across the street of this proposed development is a single-family PUD (determines its own regulations based off certain codes), but beyond that is Single-Family Rural. This Single-Family Rural zoning is the target for this development.

The tract being zoned is approximately 339 acres. The site is only about two-thirds developable; the other third is located within floodplain. The site is also located in an area with a large amount of topo on site also making it a challenge to develop. These are a couple of the features that make this property lean towards a rural development. The site is currently located within the city of Leander ETJ and within Williamson County.

Should you have any questions or comments regarding this or any other matter, please do not hesitate to reach out with questions to Dharma Raja at Dharma@epitome.dev.

Very truly yours,
Epitome Development

By: Dharma Rajah

Dharma Rajah
President

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 25-038-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVEN (7) PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE FAMILY RURAL) TO SFR-2-B (SINGLE FAMILY RURAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, after giving at least ten (10) days written notice to the owners of land within two hundred (200') feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

WHEREAS, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

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

SECTION 2. Amendment of Zoning Ordinance. Ordinance No. 05-018-00, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 337.292 acres $\pm$; being more particularly described in Exhibit "A"; located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road; identified by Travis Central Appraisal District tax identification number 353045, 353047, 353048, 353050, 353069, 353070 and 513816; more particularly described in Instrument Number 2022076004, 2022076122, 2022076184, and 202207995; recorded in the Official Public Records of Travis County, Texas.

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

SECTION 5. Recording Zoning Change. The City Council directs the Planning

Department to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 1st day of May, 2025.

FINALLY PASSED AND APPROVED on this the 15th day of May, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



**MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, February 13, 2025
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – Joseph Morales
Place 3 – Vacant
Place 4 – Tara LeDay**

**Place 5 – James Oliver, Chair
Place 6 – Laura Lantrip
Place 7 – Scott Calame, Vice-Chair
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.

Meeting was called to order at 6:00 p.m.

2. Roll Call.

All present except Commissioner Donnie Mahan.

3. Director's report to the Planning & Zoning Commission on action taken by City Council on the February 6, 2025 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per individual.]

No one wished to speak.

CONSENT AGENDA: ACTION

[Chair Oliver stated that Items 8-9 were pulled from the consent agenda and will be considered separately.]

Motion to approve consent agenda items 6-7.

By: Board Member Lantrip
Seconded: Board Member LeDay

Vote: 5 - 0

6. Approval of the minutes for meeting held on January 23, 2025.

7. Approval of the extension of the application approval expiration for Subdivision Case PP-23-0034 Crystal Village Phase 3 Preliminary Plat; more particularly described by Williamson Central Appraisal District Parcels R031201, R080605, R031200, R631050, R328187, and R432786, generally located southeast of the intersection of Crystal Falls Parkway and 183A Toll Road, Leander, Williamson County, Texas.

[Board Member LeDay recused herself and left the room.]

Motion to approve consent agenda items 8-9.

By: Board Member Morales

Seconded: Board Member Calame

Vote: 4 - 0

8. Approval of the extension of the application expiration for Site Development Case SD-23-0104 Vic at Travisso Retail Center; more particularly described by Travis Central Appraisal District Parcel 842650, commonly known as 2840 Travisso Parkway, Leander, Travis County, Texas.
9. Approval of the extension of the application expiration for Site Development Case SD-23-0105 Travisso Village C-Store; more particularly described by Travis Central Appraisal District Parcel 842650, commonly known as 2940 Travisso Parkway, Leander, Travis County, Texas.

[Board Member LeDay returned to the Dias.]

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing regarding Zoning Case Z-24-0124 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to SFR-2-B (Single Family Rural) on seven (7) parcels of land approximately 337.292 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0124 as described above.

Public hearing opened at 6:10 p.m.; Public hearing closed at 6:10 p.m.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-24-0124.

By: Board Member Calame

Seconded: Board Member Lantrip

Vote: 5 - 0

11. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0159 to amend the current zoning of SFR-1-B (Single-Family Rural) to adopt the VFW Post 1042 Minor Planned Unit Development with the base zoning district of LC-2-A (Local Commercial) on three (3) parcels of land approximately 22.409 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031314, R375914, and R433127; and more commonly known as 8760 RR 2243, Leander, Williamson County, Texas. **Postponed due to Notification Issues**

REGULAR AGENDA

12. Discuss and consider action on Significant and Heritage Tree Removal requests associated with Subdivision Case PP-24-0060 regarding Burleson Tract Preliminary Plat on seven (7) parcels of land approximately 289 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R485247, R485248, R031575, R392187, R392188, R031534, and R031533; and generally located southeast of the intersection of Ronald W. Reagan Boulevard and Journey Parkway, Leander, Williamson County, Texas.

Motion to approve Tree Removal request associated with Subdivision Case PP-24-0060.

By: Board Member Morales

Seconded: Board Member Calame

Vote: 5 - 0

13. Adjournment

Meeting adjourned at 6:21 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
5/15/2025

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-25-0164 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one (1) parcel of land 4.68 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031240; and generally located northwest of the intersection of Ronald W. Reagan Boulevard and E. Crystal Falls Parkway, approximately 250 feet west of the intersection on the northside of E. Crystal Falls Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0164 as described above.

BACKGROUND:

This request is the second step in the zoning process. The applicant has submitted a request to change the designated zoning district of their property in order to support a commercial development. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in a Neighborhood Center category identified by the Comprehensive Plan. This property is currently located directly west of a local tree removal service and east of a storage facility. This proposal presents an opportunity to align the property's zoning with the neighboring property that is zoned General Commercial, directly to the east.

GENERAL INFORMATION:

Current Zoning: Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban)
Proposed Zoning: GC-3-C (General Commercial)

Size and Location: The property is generally located northwest of the intersection of Ronald W. Reagan Boulevard and E. Crystal Falls Parkway, approximately 250 feet west of the intersection on the northside of E. Crystal Falls Parkway, including approximately 4.68 acres.

Surrounding Area: This property is located directly west of The Davey Tree Expert Company (tree removal service), east of Pleasant Hill Storage (mini-storage facility), and across the street is Refuel (gas station). The proposed Enclave at Crystal Falls development to the west will include two-family residential west of the storage facility and commercial uses along Crystal Falls Parkway.

PROPOSED ZONING DISTRICT:

USE COMPONENT

GC – GENERAL COMMERCIAL:

Features: Any use in LC (Local Commercial) plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 square feet

Intent: Development of small to large-scale commercial, retail, and commercial service uses located in high

traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT

TYPE 3:

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

Intent:

- (1) A Type 3 site component is intended to be utilized with LO (Local Office) and LC (Local Commercial) use components where adjacent to less restricted districts to provide for a land use transition.
- (2) This component is intended to be combined with LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.
- (3) Compliance with Type 1 or 2 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE C (non-residential only):

Features: 3 or more architectural features.

Intent:

- (1) The Type C architectural component is intended to be utilized only in the LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) use components for intermediate quality development.
- (2) Combined with appropriate use and site components, this component can help to provide for harmonious land-use transitions from districts that are less restricted to districts that are more restricted.
- (3) This component is not intended for the majority of the LO (Local Office) and LC (Local Commercial) use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories

NEIGHBORHOOD CENTER

The Neighborhood Center future land use category is intended for areas that will be developed mostly as non-residential uses that are of an appropriate use, scale, and design that is compatible with abutting or adjacent residential uses. Site design should be neighborhood-focused, prioritizing walkability, screening, light shielding, street landscaping, compatible height, etc.

Typical uses include personal services, day care centers, small offices, fitness centers, restaurants, and retail plazas. Upper-story residential is recommended to create density to support retail, yet height limited for compatibility and scale. At the intersection of arterials and highways, more substantial retail centers and regional uses are appropriate. These locations may include hotels, vertical mixed-use, grocery stores.

Neighborhood Centers are daily activity nodes that see high traffic and turning movements, elevating access as a critical site consideration. Street relationship to the site should be safe, pedestrian-friendly, and supportive of the use type with adequate driveways.

Desired Mix: 70-100% Non-Residential, 0-30% Residential

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent is required to

reach out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' is also required to be contacted.

Certified letters were sent out on January 28, 2025 to all residentially zoned properties within 500' of the property. No concerns were raised after notice was sent to the property owners; however, several of the letters sent were returned marked "Return to Sender – Unclaimed, Unable to Forward."

Please see the full report from the applicant attached as Attachment 8.

HISTORY/TIMELINE:

03/23/2005 – Annexation Date

05/14/2014 – Annexation Date

04/10/2025 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Bleyl Engineering (Norma Devine) on behalf of Crystal Falls Holdings, LLC. (Anil P Gudapati)

RECOMMENDATION:

As part of the evaluation of this request, the City Council has the following options:

1. Approve the requested zoning of GC-3-C (General Commercial);
2. Deny the requested zoning of GC-3-C (General Commercial); or
3. Approve an alternative request that may include a more restrictive site component (Type 1 or 2) or more restrictive architectural component (Type A or B).

Staff recommends Option 1 listed above – Approve the requested zoning of GC-3-C (General Commercial). Staff made this recommendation based on the surrounding commercial land uses and the future land use plan from the Comprehensive Plan.

During the meeting of April 10, 2025, the Planning & Zoning Commission recommended approval.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Fiscal Impact

Attachments:

1. Z-25-0164 Att 1 Letter of Intent - 10993 E Crystal Falls Pkwy
2. Z-25-0164 Att 2 Current Zoning - 10993 E Crystal Falls Pkwy
3. Z-25-0164 Att 3 FLU Map - 10993 E Crystal Falls Pkwy
4. Z-25-0164 Att 4 Public Notification - 10993 E Crystal Falls Pkwy
5. Z-25-0164 Att 5 Proposed Zoning - 10993 E Crystal Falls Pkwy
6. Z-25-0164 Att 6 Aerial Map - 10993 E Crystal Falls Pkwy
7. Z-25-0164 Att 7 Utilities Map - 10993 E Crystal Falls Pkwy
8. Z-25-0164 Att 8 Neighborhood Outreach - 10993 E Crystal Falls Pkwy
9. Z-25-0164 Att 9 Ordinance - 10993 E Crystal Falls Pkwy

10. Z-25-0164 Att 10 P&Z Minutes



February 25, 2025

City of Leander
Planning Department
201 N Brushy Street
Leander, TX 78641

Letter of Intent

RE: 10993 E Crystal Falls Rezoning

Dear Planning Department,

Bleyl Engineering is pleased to submit this **Zoning Change Application** for the property located at **10993 E Crystal Falls, Leander, TX 78641**.

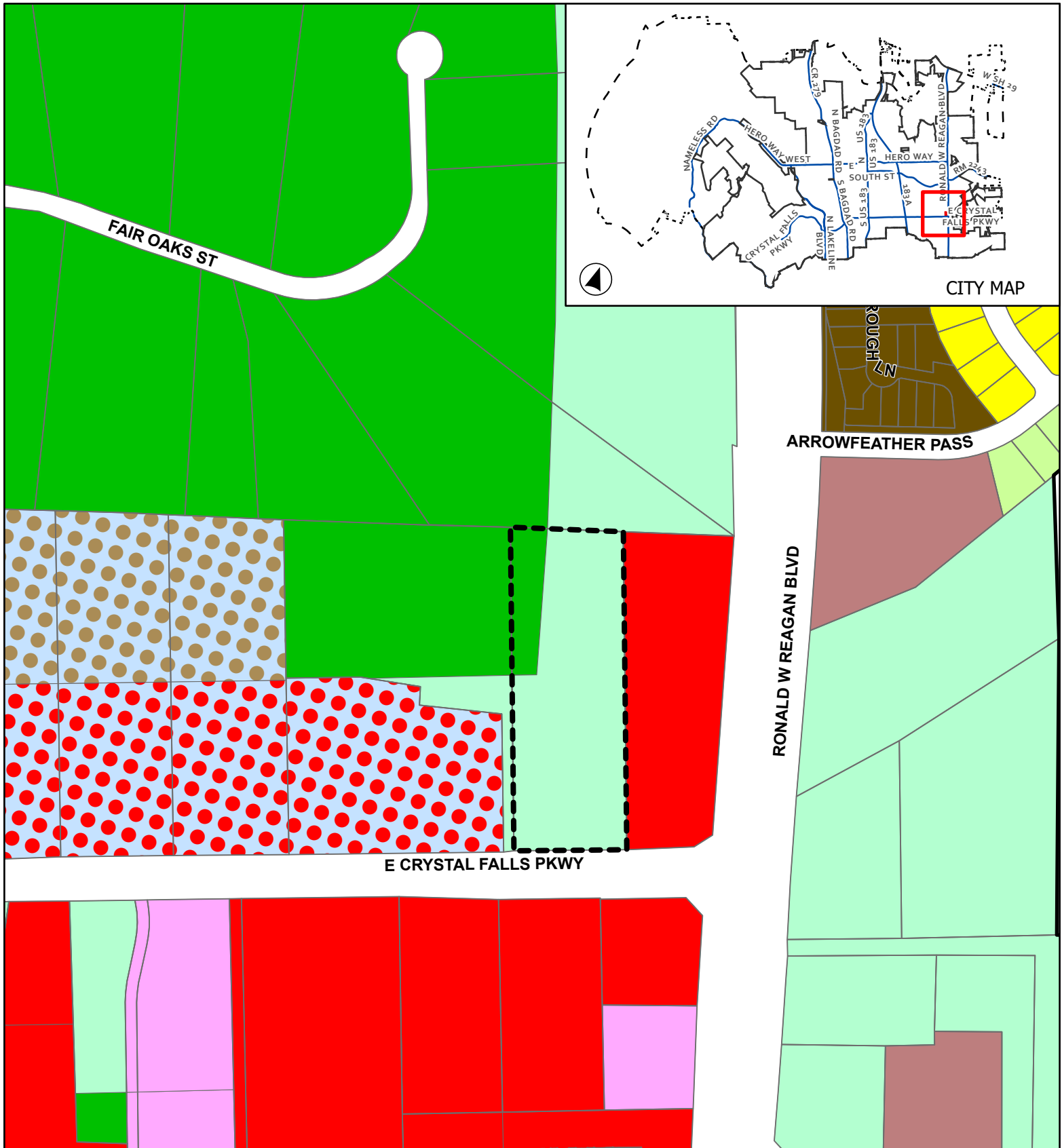
- **Legal Description:** AW0006 - Harmon, E. D. Sur., ACRES 4.68
- **Williamson County Tax Parcel ID:** R031240
- **Current Zoning:** Single-Family Suburban - Site Type 2 - Architectural Type B (**SFS-2-B**) and Single-Family Residential - Site Type 1 - Architectural Type B (**SFR-1-B**)
- **Proposed Zoning:** General Commercial - Site Type 3 - Architectural Type C (**GC-3-C**)

The property is currently zoned **Single-Family Suburban (SFS-2-B)** and **Single-Family Residential (SFR-1-B)**. The proposed zoning, **General Commercial (GC-3-C) – Site Type 3, Architectural Type C**, aligns with the **Neighborhood Center Category** identified in the **City of Leander's Future Land Use Map and 2020 Comprehensive Plan**, which designates this area for General Commercial use.

Please let us know if any additional information is required. Thank you for your time and consideration.

Sincerely,

Jacob D. Mealey, PE
Project Manager
Bleyl Engineering
TBPE Firm No. 678



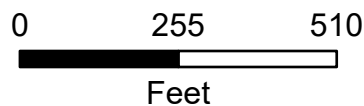
CASE: Z-25-0164

ATTACHMENT 2

10993 E CRYSTAL FALLS PKWY

Current Zoning

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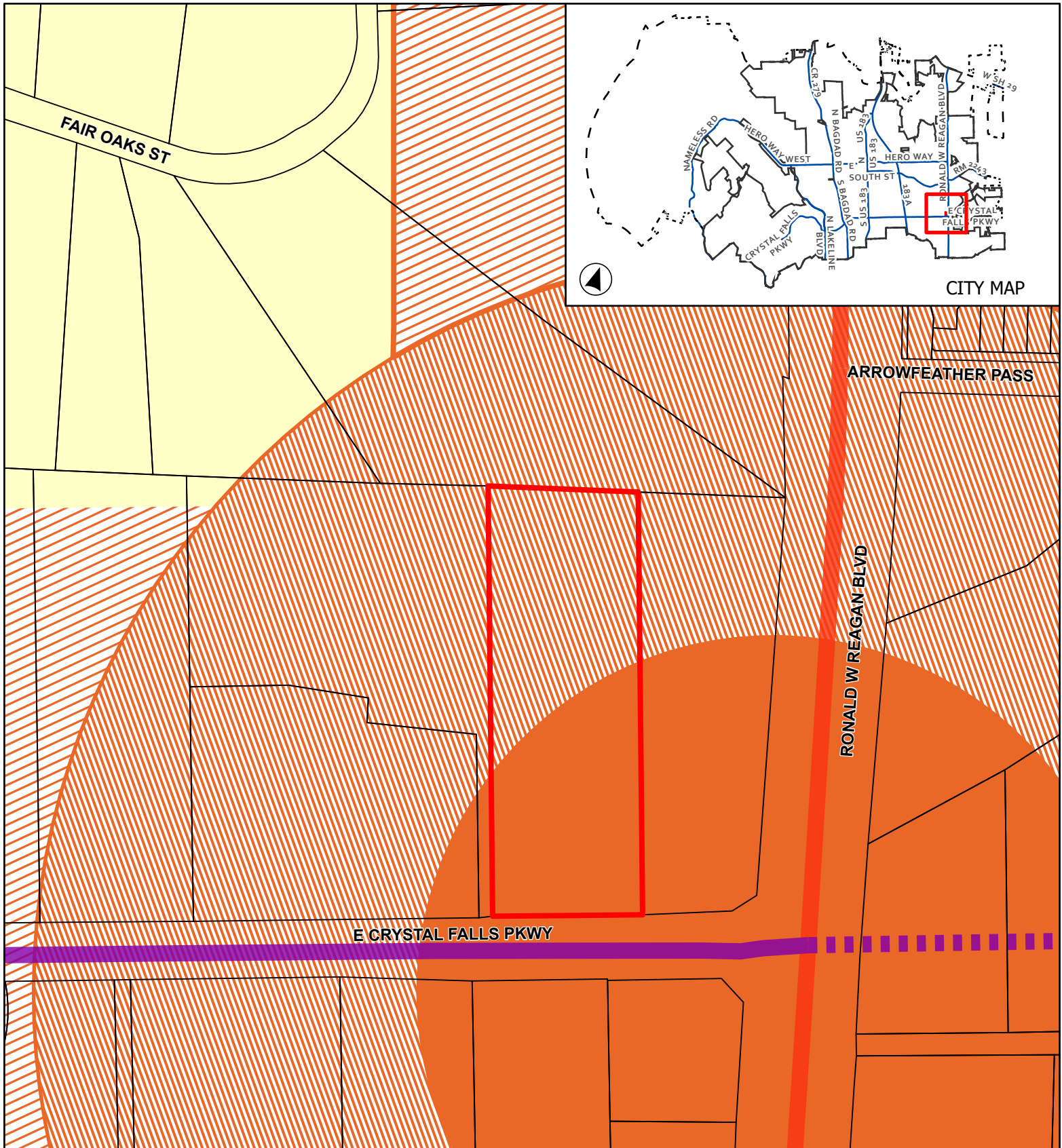


- City Limits
- ETJ
- Subject Boundary

Current Zoning

- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- SFU - Single-Family Urban

- SFC - Single-Family Compact
- MF - Multi-Family
- LC - Local Commercial
- GC - General Commercial
- HC - Heavy Commercial
- PUD - Multi-Family
- PUD - General Commercial



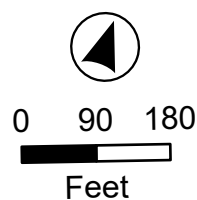
CASE: Z-25-0164

ATTACHMENT 3

10993 E CRYSTAL FALLS PKWY

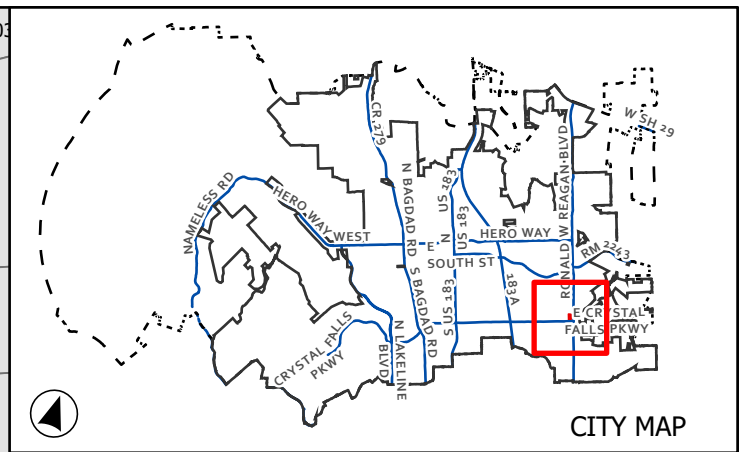
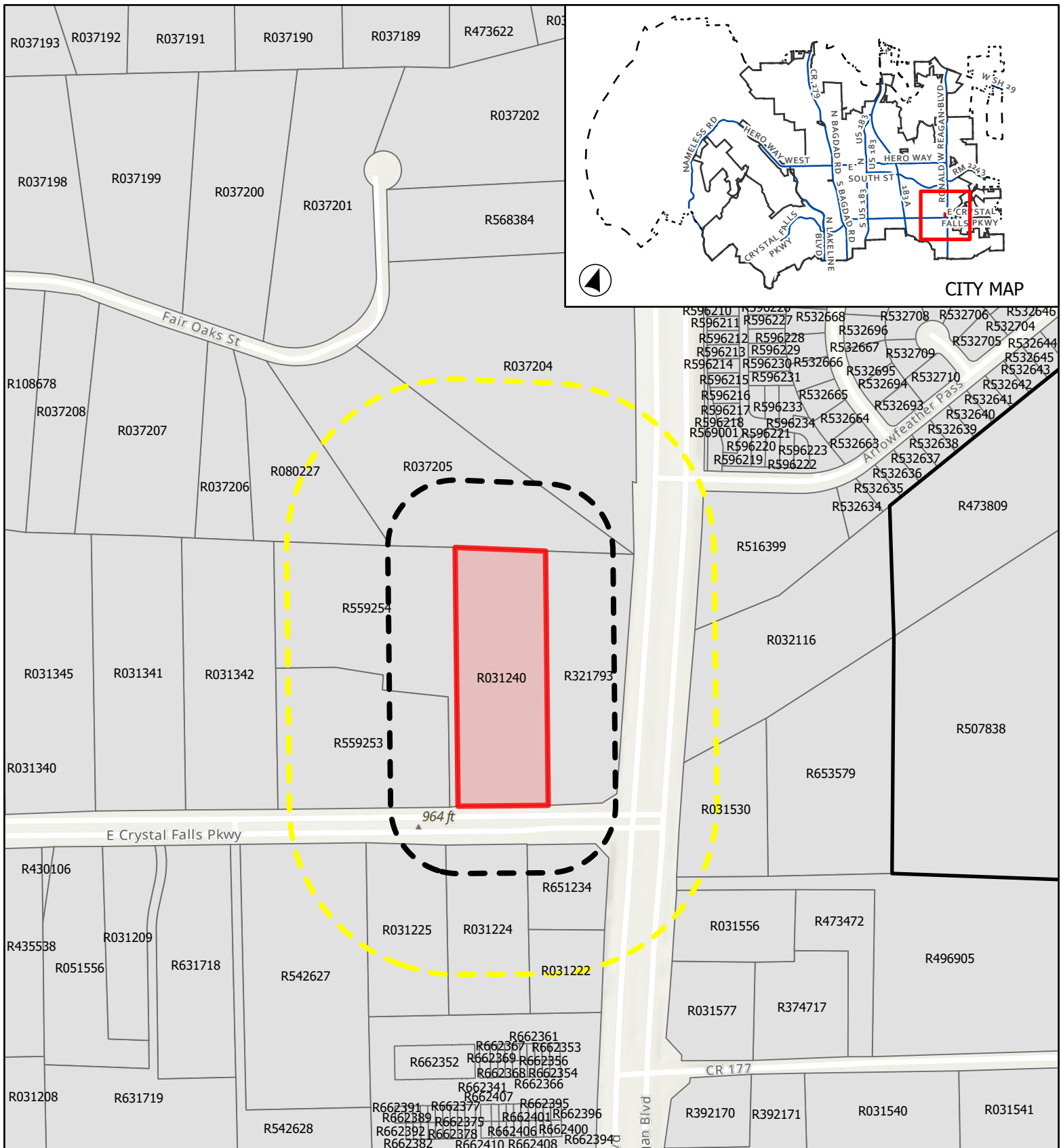
Future Land Use Map

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- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Access Controlled, Existing
- Arterial 4 Lane, Existing
- Arterial 4 Lane, Proposed

- Neighborhood Residential
- Neighborhood Center - Solid
- Multi-Use Corridor
- Multi-Use Corridor - Priority Corridor
- Neighborhood Center - Priority Corridor



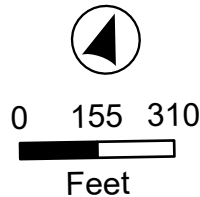
CASE: Z-25-0164

ATTACHMENT 4

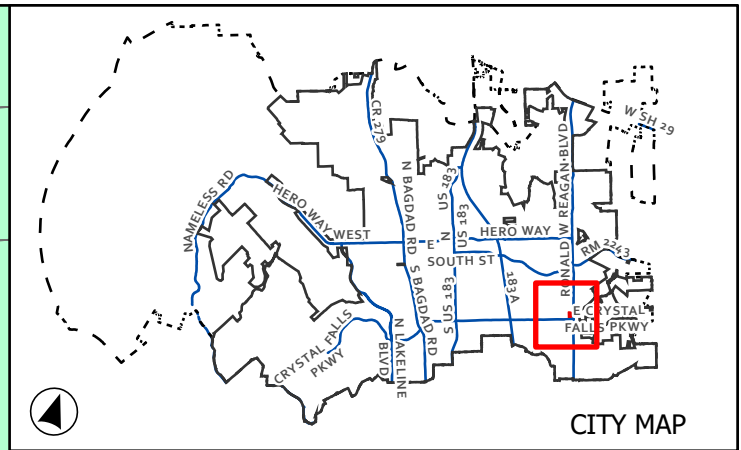
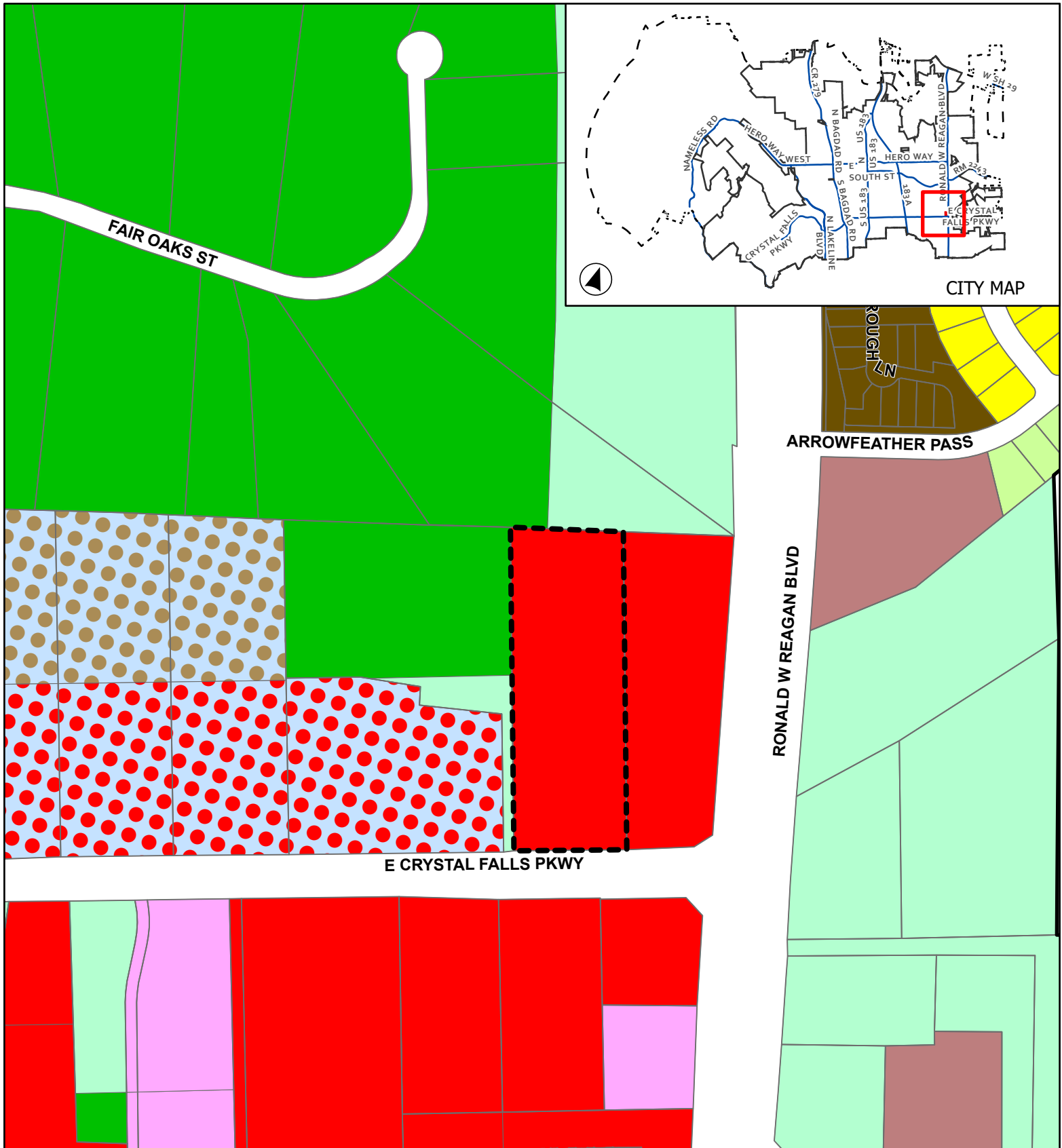
10993 E CRYSTAL FALLS PKWY

Public Notification

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- City Limits
- ETJ
- Subject Boundary
- Notification Buffer**
 - 200'
 - 500'



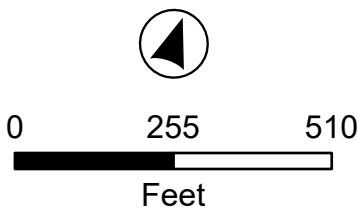
CASE: Z-25-0164

ATTACHMENT 5

10993 E CRYSTAL FALLS PKWY

Proposed Zoning

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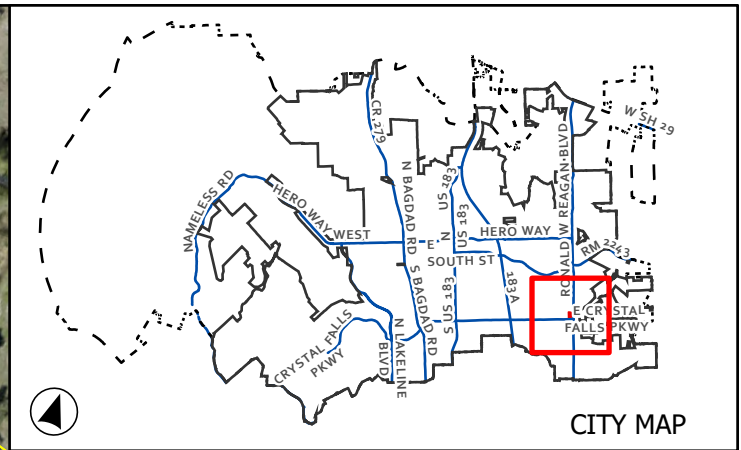
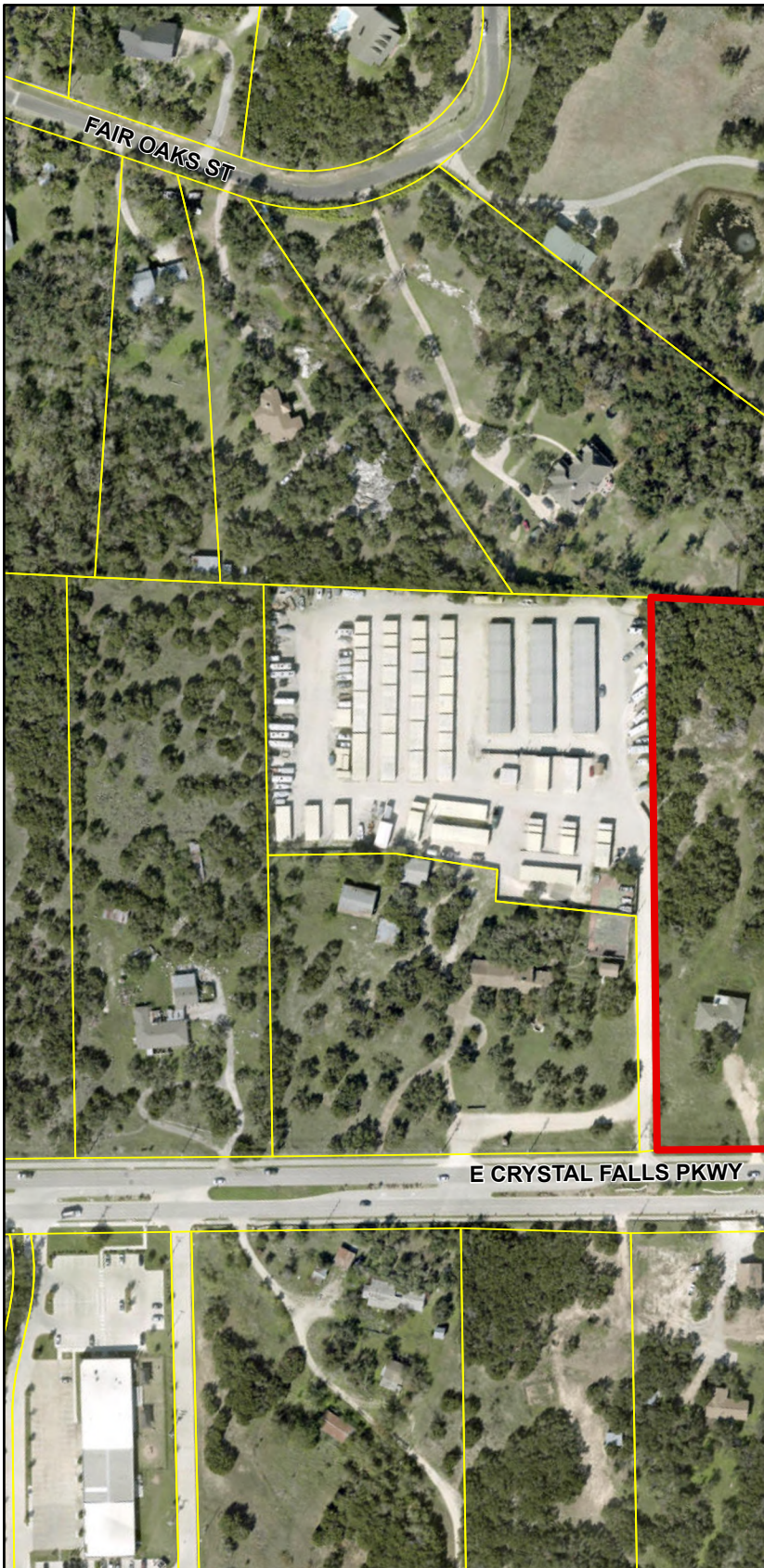


- City Limits
- ETJ
- Subject Boundary

Proposed Zoning

- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- SFU - Single-Family Urban

- SFC - Single-Family Compact
- MF - Multi-Family
- LC - Local Commercial
- GC - General Commercial
- HC - Heavy Commercial
- PUD - Multi-Family
- PUD - General Commercial



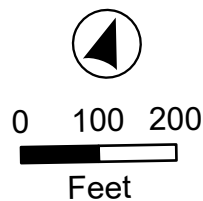
CASE: Z-25-0164

ATTACHMENT 6

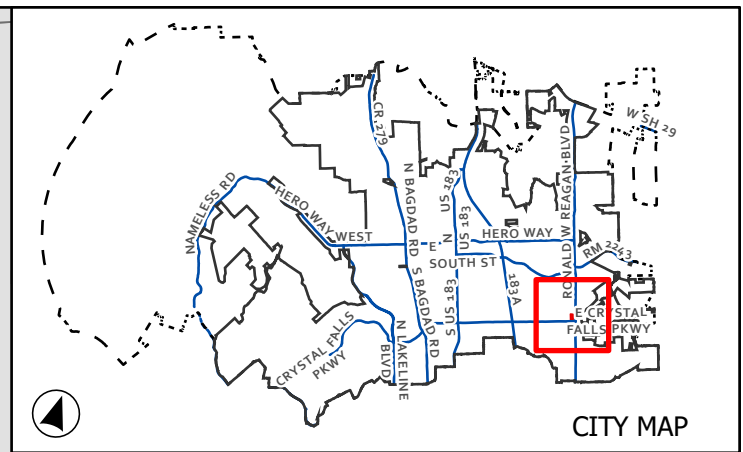
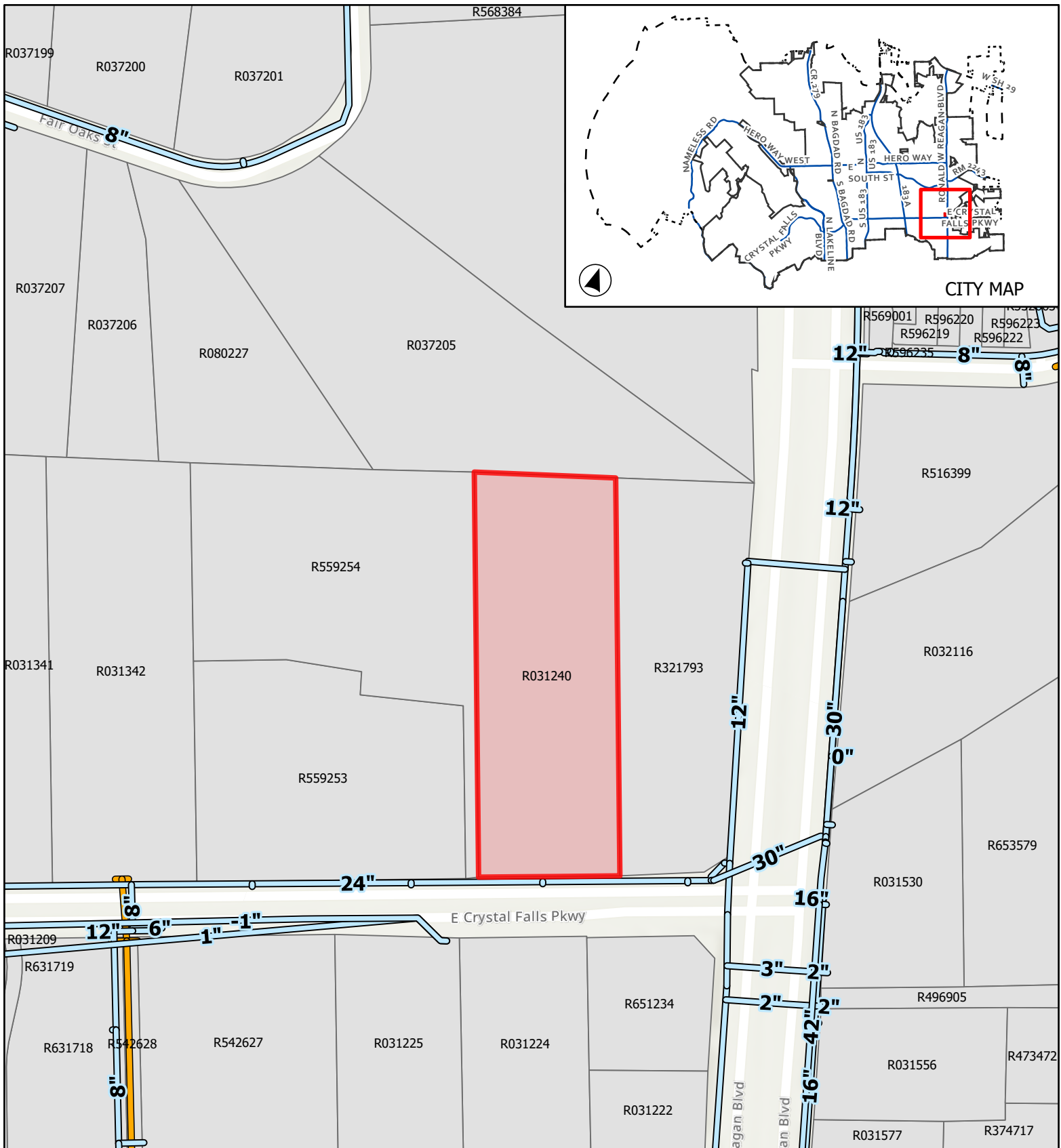
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Aerial Map

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- Leander City Limits
- Subject Boundary



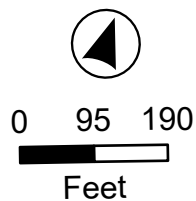
CASE: Z-25-0164

ATTACHMENT 7

10993 E CRYSTAL FALLS PKWY

Utilities Map

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- City Limits
- ETJ
- Subject Boundary
- Waste Water Line
- Water Main Line

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

1. How and when were the surrounding neighborhood and residential property owners within 500' notified, how was information shared, and who was directly involved in the communication process? Please provide the address of the properties notified and the name and contact information of the residents directly involved in the communication process. Attach any materials that were distributed.

Bleyl Engineering sent out Certified Letters on January 28th to all residentially zoned or used properties within 500' of the property.

A list of the property owners name and contact information is provided by separate attachment along with a copy of the notification letter from the project engineer Jacob Mealey and a copy of the US Postal Service Certified Mail Receipt.

2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide a separate sheet listing the contact information used including the names and addresses of the individuals.

Residence within 500' of the property boundary were notified via Certified Mail.

USPS receipts and a list of the residence notified are provided by separate sheet as page 2 of the submitted

Neighborhood Summary Report

3. What concerns were raised during these communications?

No concerns or objections were received from the notified properties.

However, several of the letters sent were returned marked "Return to Sender – Unclaimed, Unable to Forward":

4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

No concerns or objections were received from the notified properties, so no conditions were added or modified in the zoning request.

The above information is deemed to be true to the best of my knowledge.

Signature: _____



Date 2/25/2025



January 27, 2025

To: Property Owner

Subject: Notification of Zoning Change Application for Property at 10993 E. Crystal Falls Parkway, Leander, TX 78641

Dear Property Owner,

This letter is to notify you that a zoning change application will be submitted for the subject property. You are receiving this notice because your property is within 500' of the subject property.

Legal Description: AW0006 - Harmon, E. D. Sur., ACRES 4.68.

Williamson County Tax Parcel ID: R031240

Current Zoning: SFS-Single-Family Suburban

Future Zoning: General Commercial (GC)

The current zoning designation for the property is Residential (SFS-Single-Family Suburban). The proposed zoning designation is General Commercial (GC). The site is located within the Neighborhood Center Category identified in the City of Leander's Future Land Use Map and 2020 Comprehensive Plan. General Commercial is an allowed zoning within the Neighborhood Center category. Please see the attached exhibit for property location and zoning.

You can find additional information about the Future Land Use Map and the 2020 Comprehensive Plan on the City of Leander's website here:

<https://www.leandertx.gov/355/2020-Leander-Comprehensive-Plan>

If you have any questions, concerns, or require further clarification about this zoning change application, please contact me by February 16th, 2025.

Thank you for your attention to this matter.

Best regards,

Jacob D. Mealey, PE

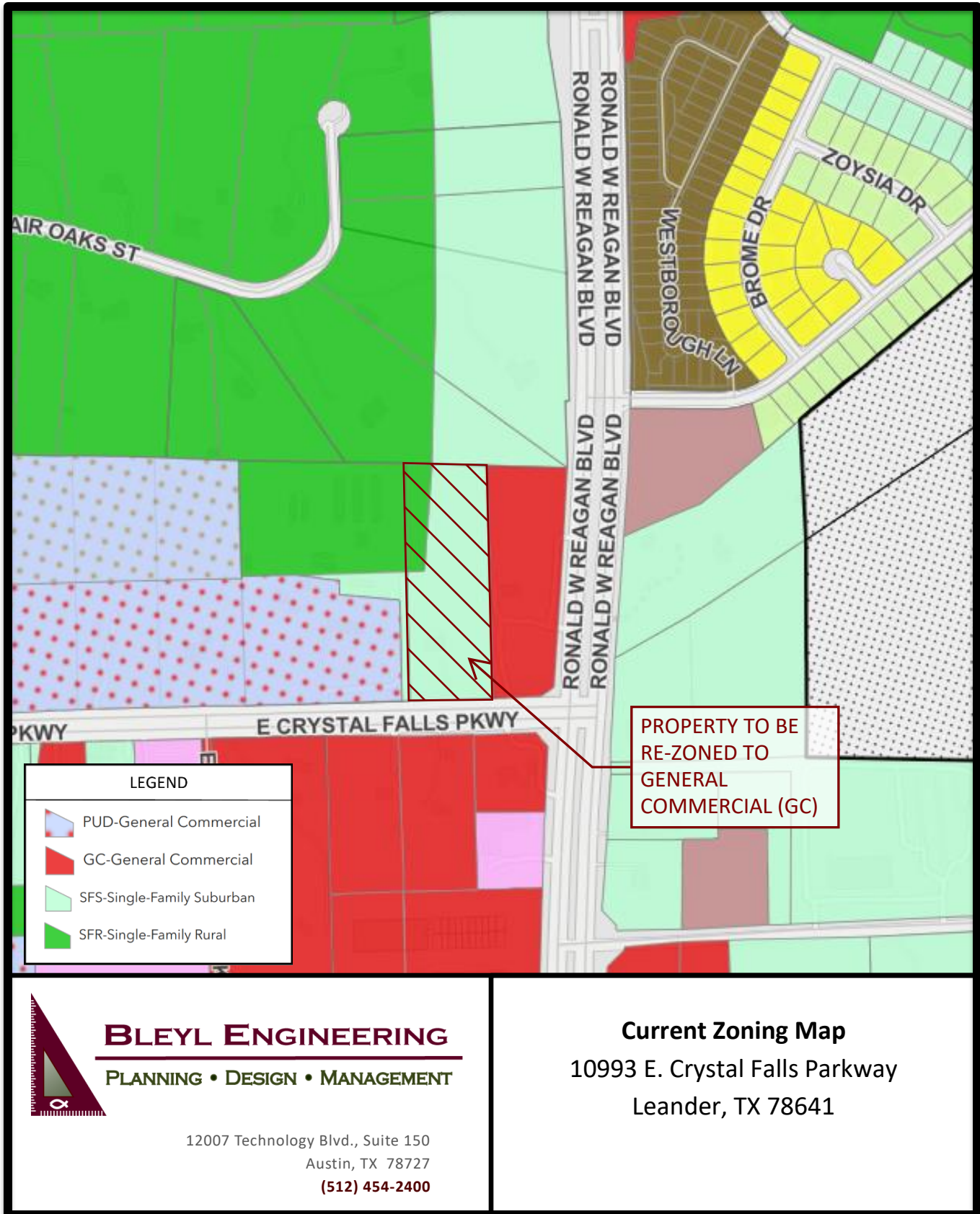
Project Manager

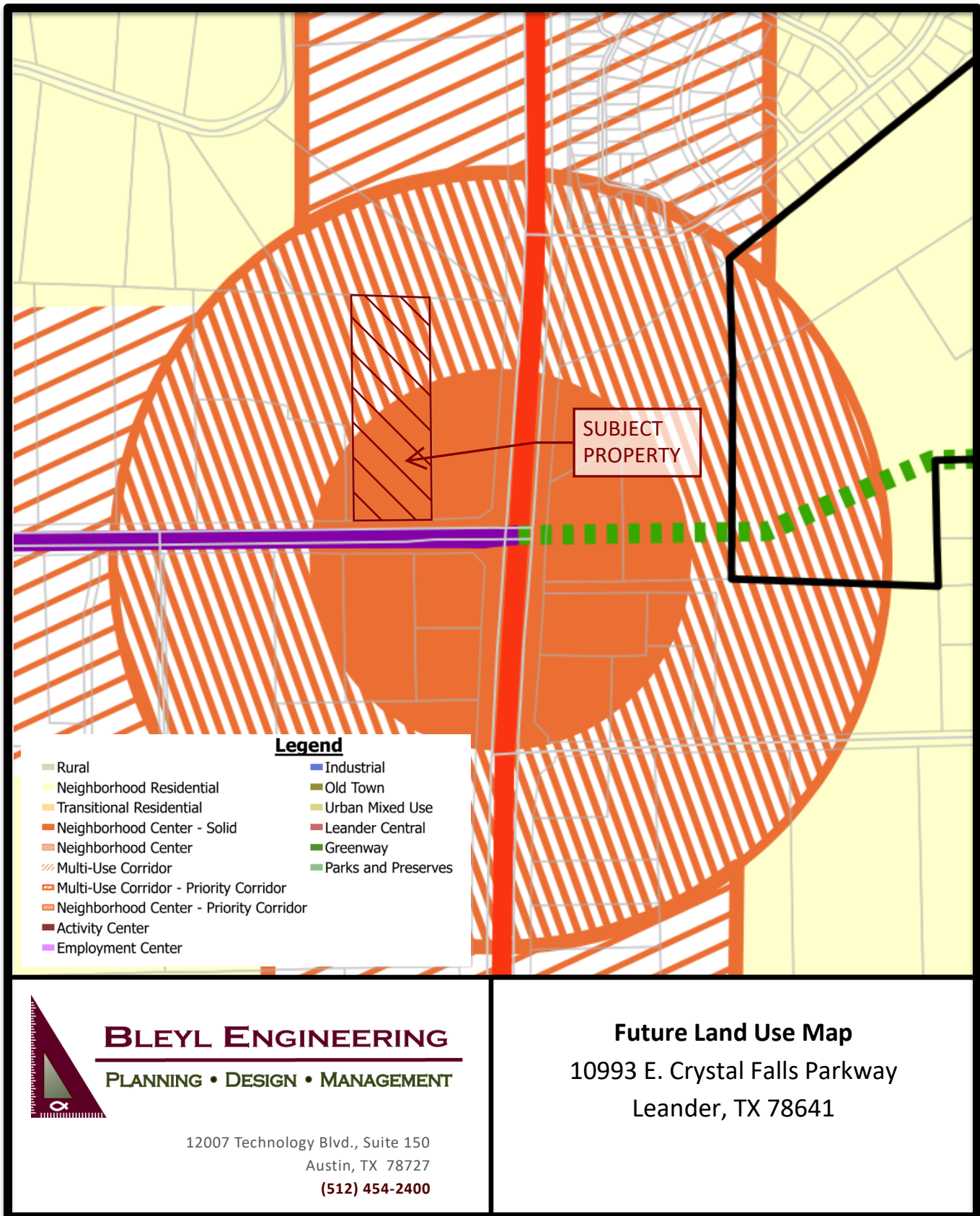
7701 San Felipe, Suite 200

Austin, TX 78729

O: 512 454 2400

jmealey@bleylengineering.com





AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE (1) PARCEL OF LAND FROM INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) AND INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO GC-3-C (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, after giving at least ten (10) days written notice to the owners of land within two hundred (200') feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

WHEREAS, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

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

SECTION 2. Amendment of Zoning Ordinance. Ordinance No. 05-018-00, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 4.68 acres $\pm$; being more particularly described in Exhibit "A"; generally located northwest of the intersection of Ronald W. Reagan Boulevard and E. Crystal Falls Parkway, approximately 250 feet west of the intersection on the northside of E. Crystal Falls Parkway; identified by Williamson County Central Appraisal District tax identification number R031240; more particularly described in Instrument Number 2019099490; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single Family Rural) to GC-3-C (General Commercial) as shown in Exhibit "A".

SECTION 5. Recording Zoning Change. The City Council directs the Planning

Department to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 15th day of May, 2025.
FINALLY PASSED AND APPROVED on this the 5th day of June, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



**MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 10, 2025
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – Joseph Morales
Place 3 – Vacant
Place 4 – Tara LeDay**

**Place 5 – James Oliver, Chair
Place 6 – Laura Lantrip
Place 7 – Scott Calame, Vice-Chair
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All commissioners present except Commissioner Donnie Mahan.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the April 3, 2025 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per individual.]

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda items 6-7.

By: Board Member Calame
Seconded: Board Member LeDay

Vote: 5 - 0

6. Approval of the minutes for meeting held on March 27, 2025.
7. Approval of the extension of the application expiration for Site Development Case SD-23-0144 Grand Lake Plaza; more particularly described by Williamson Central Appraisal District Parcel R514538, commonly known as 2016 Grand Lake Parkway, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing regarding Zoning Case Z-25-0164 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one (1) parcel of land 4.68 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031240; and generally located northwest of the intersection of Ronald W. Reagan Boulevard and E. Crystal Falls Parkway, approximately 250 feet west of the intersection on the northside of E. Crystal Falls Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0164 as described above.

Public Hearing opened at 6:04 p.m.; Public Hearing closed at 6:04 p.m.; following discussion.

No one wished to speak in favor or opposition of the request.

Motion to approve Zoning Case Z-25-0164.

By: Board Member Calame

Seconded: Board Member Lantrip

Vote: 5 - 0

9. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-25-0016 to amend the Comprehensive Plan text to update the Employment Center land use category and update the Leander Central land use category, Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-25-0016 as described above.

Public Hearing opened at 6:19 p.m.; Public Hearing closed 6:19 p.m.; following discussion.

No one wished to speak in favor or opposition of the request.

Motion to approve Comprehensive Plan Case CPA-25-0016.

By: Board Member Calame

Seconded: Board Member LeDay

Vote: 5 - 0

REGULAR AGENDA

10. Adjournment
Meeting adjourned at 6:23 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
5/15/2025

AGENDA SUBJECT:

Discuss and consider action on Tree Removal Case TRP-24-0026 regarding the removal of multiple Heritage Trees associated with the Leander Tech Park Public Improvements (PICP-24-0133) and Site Development Projects (SD-24-0086) located approximately 500 feet southwest of the intersection of State Highway 29 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the tree removal request process. The applicant has submitted a request to remove multiple Significant (>18 caliper inches) and Heritage Trees associated with public improvements and site development of the project. Per Composite Zoning Ordinance, Article VI, Section 1(c), removal of Heritage and/or Significant Trees greater than eighteen (18) caliper inches require the approval of the Planning and Zoning Commission and, in the case of Heritage Trees greater than twenty-six (26) caliper inches, the City Council. The Planning and Zoning Commission approved this request during the May 8 meeting.

GENERAL INFORMATION:

Current Zoning: Highway 29 Commercial Minor PUD (Planned Unit Development) with the base zoning of GC-3-A (General Commercial).

Size and Location: The property is generally located 500 feet southwest of the intersection of State Highway 29 and Ronald Reagan, including approximately 50.787 acres.

SITE INFORMATION:

SURROUNDING AREA:

The properties surrounding the project include the following uses:

- **NORTH:** Undeveloped Residential
- **EAST:** Commercial uses currently under development
- **SOUTH:** Multi-Family and Valor School currently under construction
- **WEST:** Bonnet Tract Subdivision

PHYSICAL AND NATURAL FEATURES:

This property contains no floodplain and heavy tree cover throughout the tract. Staff recommends approval of this request.

The Composite Zoning Ordinance includes the following tree mitigation requirements:

- Up to 50% of Significant Trees between eight (8) and eighteen (18) caliper inches may be removed without mitigation. The replacement ratio is 1:1.
- Trees eighteen (18) to twenty-six (26) caliper inches may be removed with the approval of the Commission and a replacement ratio of 2:1.

- Heritage Trees (>26) require approval by the Commission and Council, a replacement ratio of 3:1, and a removal fee in the amount of \$300 per caliper inch.

Below, please see the proposed Significant trees removal calculations per the Leander Tech Park Public Improvement (PICP-24-0133). This portion of the request was approved by the Commission:

Significant 18-26" Removed		
TAG#	Species	Size (inches)
1080	Post Oak	18.5
1826	Post Oak	23
1833	Post Oak	19
1834	Post Oak	22.5
2703	Post Oak	18.5

Additionally, see the proposed Significant and Heritage tree removal calculations per the Leander Tech Park Site Development (SD-24-0086) Plans:

SIGNIFICANT 18"-26" REMOVED		
TAG#	Species	Size (inches)
1803	Post Oak	22.5
1804	Post Oak	23
1805	Post Oak	21.5
1828	Post Oak	23.5
1835	Post Oak	22
1836	Live Oak	19
1837	Live Oak	19
1838	Post Oak	19.5
1840	Post Oak	19
1841	Post Oak	19.5
1842	Blackjack Oak	21.5
1845	Live Oak	18.5
1846	Live Oak	22.5
1918	Live Oak	21.5
1919	Live Oak	21.5
1920	Live Oak	21
1921	Live Oak	20
1922	Live Oak	24.5
1923	Live Oak	19
1924	Live Oak	18.5
1927	Live Oak	21
1928	Live Oak	19.5
1929	Live Oak	19.5
2698	Post Oak	18.5
2700	Live Oak	24
2702	Post Oak	18.5
2713	Live Oak	19
2714	Live Oak	21.5
2715	Live Oak	20.5
2719	Post Oak	18.5
2720	Post Oak	20
2722	Post Oak	22.5

HERITAGE TREES 26"+ REMOVED		
TAG#	Species	Size (inches)
1829	Post Oak	27
1831	Post Oak	30.5
1917	Live Oak	29
2721	Post Oak	28

Applicants' fees through both PICP and SD projects:

- Applicants will pay the \$300 per caliper inch heritage tree removal fee (114.5 caliper inches at \$300 = \$34,350.00).
- Applicant will preserve additional understory tree (< 8 caliper inches) through the site as provided in the Tree Removal Plan (attachment 5). Total credits back for the additional caliper inches preserved (897.5 caliper inches) will apply towards total site mitigation.
- Applicant will plant additional three (3) caliper inch shade trees and ornamental trees in addition to the landscaping requirements. Total credits back for the additional plantings (601 caliper inches) will apply towards total site mitigation.
- Applicant has selected the option to pay a \$150 per caliper inch fee-in-lieu for the remaining caliper inch deficit (\$150 X 1911.25 caliper inches = \$286,687.50).

Total fees owed for this Tree Removal Permit is \$321,037.50 and will be applied to the site development (SD-24-0086) and require payment prior to issuance of the site development permit.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Westwood Professional Services (Hollis Scheffler) on behalf of Highway 29 Commercial, LLC (Edward St. John)

RECOMMENDATION:

As part of the evaluation of this request, the City Council has the following options:

1. Approve the proposed Heritage Tree Removal request;
2. Deny the proposed Heritage Tree Removal request; or
3. Approve an alternative tree removal plan that includes a re-evaluation of the site to save additional trees.

Staff recommends Option 1 listed above – approve the proposed Heritage Tree Removal request. The applicant has worked with staff to save as many trees as possible while still developing the property.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Attachments:

1. TRP-24-0026 Att 1 Letter of Intent - Leander Tech Park
2. TRP-24-0026 Att 2 Location Map - Leander Tech Park
3. TRP-24-0026 Att 3 Aerial Map - Leander Tech Park
4. TRP-24-0026 Att 4 Tree Removal Plan - Leander Tech Park

5. TRP-24-0026 Att 5 PICP Arborist Report (DDI trees) - Leander Tech Park
6. TRP-24-0026 Att 6 SD Arborist report (DDI trees) - Leander Tech Park

March 11th, 2025

SJP Austin-San Antonio, LLC
3800 N Lamar Blvd. Ste. 200
Austin, TX 78756
512-907-0400

City of Leander
Planning and Zoning Commission
Pat Bryson Municipal Hall – Council Chambers
201 N Brushy Street
Leander, Texas 78641

City of Leander
City Council
201 N Brushy Street
Leander, Texas 78641

Re: Letter of Intent Requesting Tree Removal Approval

Dear City of Leander | To whom it may concern:

This letter of intent is to formally request permission for removal of trees located on a parcel located on Hwy 29 within the City of Leander (property number R032262) (“Property”). The trees in question are related to site development plan and permit submission, SD-24-0213 & PICP-24-0133.

The Property was approved by Leander City Council for commercial zoning on September 26, 2023 (Highway 29 Commercial Minor PUD) and is now in review for a site development permit in accordance with the approved zoning. Currently, the Property is in a forested condition and will need to have adequate clearing in order to accomplish development and construction of the approved use as a commercial development.

The importance of preserving the natural environment and the significance of trees in our community is well understood. Therefore, immense effort has been made in the site design to locate drainage, landscape amenities and storm water management facilities around significant and heritage trees. A great effort has also been made to modify initial site design and storm water management structures in an effort to save as many healthy, large significant and heritage trees, as possible. Multiple design iterations and numerous cost evaluations have been studied and reviewed.

Our total site improvements for PICP and SD require 3,409.75” of mitigation. We provided additional plantings beyond standard site development requirements to help offset our tree mitigation. We have proposed to provide 601” towards mitigation throughout phases 1-3. Additionally, we’ve surveyed and propose to preserve 897.5” of understory trees. With the mitigation plantings and preservation of understory trees we are providing a total of 1,498.5” of mitigation. We are requesting to pay the remaining (1,911.25”) fee in lieu (a total of \$286,687.50 + the \$34,350 Heritage tree removal fee).

SD TREES

SIGNIFICANT 18"-26" REMOVED

TAG#	Species	Size (inches)
1803	Post Oak	22.5
1804	Post Oak	23
1805	Post Oak	21.5
1828	Post Oak	23.5
1835	Post Oak	22
1836	Live Oak	19
1837	Live Oak	19
1838	Post Oak	19.5
1840	Post Oak	19
1841	Post Oak	19.5
1842	Blackjack Oak	21.5
1845	Live Oak	18.5
1846	Live Oak	22.5
1918	Live Oak	21.5
1919	Live Oak	21.5
1920	Live Oak	21
1921	Live Oak	20
1922	Live Oak	24.5
1923	Live Oak	19
1924	Live Oak	18.5
1927	Live Oak	21
1928	Live Oak	19.5
1929	Live Oak	19.5
2698	Post Oak	18.5
2700	Live Oak	24
2702	Post Oak	18.5
2713	Live Oak	19
2714	Live Oak	21.5
2715	Live Oak	20.5
2719	Post Oak	18.5
2720	Post Oak	20
2722	Post Oak	22.5

SIGNIFICANT 18"-26" DDI

TAG#	Species	Size (inches)
1839	Post Oak	21.5
2709	Live Oak	20
2711	Live Oak	20.5

HERITAGE TREES 26"+ REMOVED

TAG#	Species	Size (inches)
1829	Post Oak	27
1831	Post Oak	30.5
1917	Live Oak	29
2721	Post Oak	28

HERITAGE TREES 26"+ DDI		
TAG#	Species	Size (inches)
2710	Live Oak	36.5

PICP TREES

Significant 18-26" Removed		
TAG#	Species	Size (inches)
1080	Post Oak	18.5
1826	Post Oak	23
1833	Post Oak	19
1834	Post Oak	22.5
2703	Post Oak	18.5

Significant 18-26" DDI		
TAG#	Species	Size (inches)
1165	Red Oak	21
1820	Live Oak	21.5

Heritage Trees 26"+ DDI		
TAG#	Species	Size (inches)
1809	Post Oak	27.5

OVERALL MITIGATION SUMMARY (PICP & SD)								
TREE DESCRIPTION	SIZE	CAL. IN REMOVED	REPLACEMENT RATIO	TOTAL MITIGATION INCHES	INCHES REPLACED/ PROVIDED	INCHES REMAINING	FEE/CAL IN.	FEE
Understory Trees (Preserved)	<8"		NA		897.5"		NA	
Significant Tree >50%	8" - 18"	1543.25	1:1	1543.25	601"	44.75"	\$150.00	\$6,712.50
Significant Tree	>18" - <26"	761.5	2:1	1523		1523"	\$150.00	\$228,450.00
Heritage Tree	26"+	114.5	3:1	343.5		343.5"	\$150.00	\$51,525.00
Heritage Tree Removal Fee	26"+	114.5	NA				\$300.00	\$34,350.00
			TOTAL INCHES:	3409.75	1498.5			\$321,037.50

As required by the application of the City of Leander regarding tree removal, attached is the necessary documentation, including surveys, photographs and proposed mitigation for the trees that will be impacted.

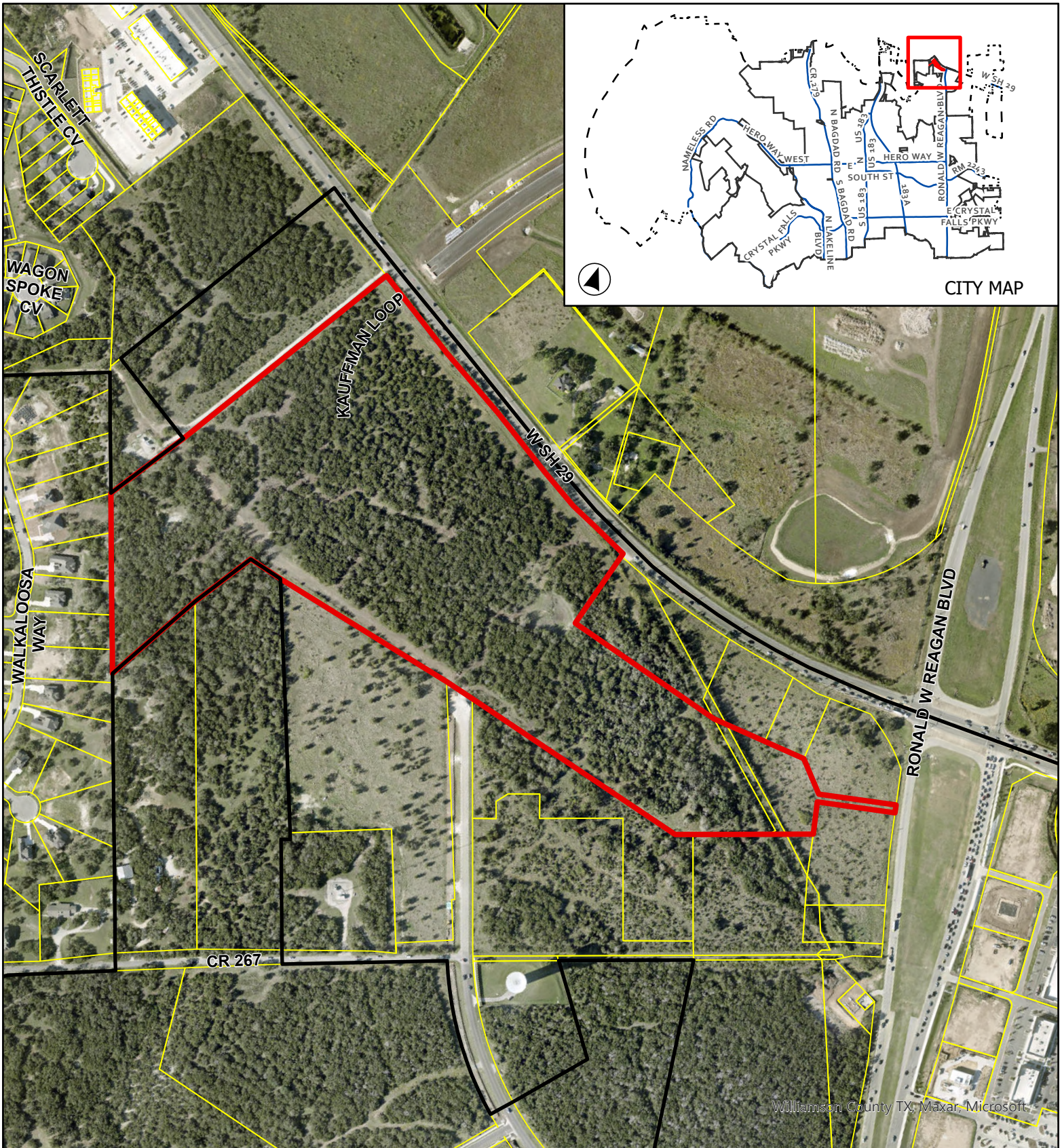
Please consider this letter a formal request for approval to proceed with the removal of the requested trees in the Significant and/or Heritage Tree Removal Request Application. Please reach out for any further information or clarifications that may be required to facilitate the review process.

Thank you for your attention to this matter.

SJP Austin-San Antonio, LLC



Brooke Harlander
Authorized Person



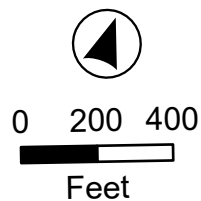
CASE: TRP-24-0026

ATTACHMENT 3

LEANDER TECH PARK

Aerial Map

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



- Leander City Limits
- Subject Boundary



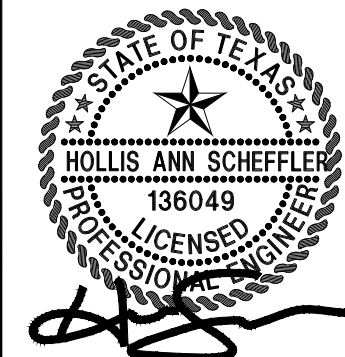
DEMOLITION GENERAL NOTES

- CONTRACTOR IS TO REVIEW ALL GENERAL NOTES PRIOR TO BEGINNING WORK.
- REMOVE ALL EXISTING PAVEMENT AND STRUCTURES WITHIN THE LIMITS OF DEMOLITION UNLESS OTHERWISE NOTED.
- SAWCUT AND REMOVE ALL EXISTING DRIVE APPROACHES (WITHIN THE LIMITS OF DEMOLITION) TWO FEET FROM BACK OF CURB, SIDEWALKS, PAVEMENT, AND UTILITIES WITHIN THE PUBLIC RIGHT-OF-WAY ARE TO REMAIN UNLESS OTHERWISE NOTED.
- CONSULT THE DIMENSIONAL CONTROL PLAN. VERIFY THE PORTION OF EXISTING CONCRETE CURBS AND PAVEMENT WHICH ARE TO REMAIN.
- COORDINATE WITH LOCAL POWER, TELEPHONE, CABLE, AND GAS COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES.
- ALL UTILITIES SHOULD BE CUT AND PLUGGED IN ACCORDANCE WITH THEIR RESPECTIVE UTILITY COMPANY REQUIREMENTS AND PRIOR TO DEMOLITION OF THE EXISTING BUILDINGS.
- CONTRACTOR TO PLUG ALL EXISTING EXPOSED ENDS OF ABANDONED UTILITIES.
- CONTRACTOR TO DETERMINE SOURCE OF ALL EXPOSED UTILITIES AND, IF REQUIRED, RECONNECT TO PROPOSED UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND LEGAL DISPOSAL OF ALL THE UNSUITABLE MATERIALS FROM THE PROJECT SITE. CONTRACTOR SHALL CONTACT ALL LOCAL AUTHORITIES TO DETERMINE DISPOSAL REQUIREMENTS.
- ALL TREES ON THE PROPERTY SHALL BE PROTECTED AGAINST DAMAGE DURING DEMOLITION OPERATIONS UNLESS OTHERWISE NOTED. THE TREE PROTECTION SHALL BE PLACED AROUND TREES PRIOR TO ANY DEMOLITION OR GRADING. TREE PROTECTION SHALL REMAIN UNTIL ALL WORK IS COMPLETED. REFER TO LANDSCAPE PLANS FOR TREE REMOVAL AND PROTECTION DETAILS.
- ANY DAMAGE DONE TO EXISTING TREE CROWNS OR ROOT SYSTEMS SHALL BE REPAIRED IMMEDIATELY BY AN APPROVED TREE SURGEON AT THE OWNER'S DIRECTION. ROOTS EXPOSED AND/OR DAMAGED DURING DEMOLITION AND/OR GRADING OPERATIONS SHALL BE CUT OFF CLEANLY INSIDE THE EXPOSED OR DAMAGED AREA, CUT SURFACES PAINTED WITH AN APPROVED TREE PAINT, AND TOPSOIL AND MULCH PLACED OVER THE EXPOSED ROOT AREA IMMEDIATELY.
- CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING EROSION CONTROL MEASURES ON THE SITE IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS UNTIL THE SITE HAS BEEN STABILIZED.
- CONTRACTOR IS RESPONSIBLE FOR GRADING ALL DISTURBED AREAS TO ALLOW FOR POSITIVE DRAINAGE. GRADING SLOPES ARE NOT TO EXCEED 3:1.
- AREAS EXCAVATED FOR FOUNDATION OR UNDERGROUND STRUCTURE REMOVAL SHALL BE BACK-FILLED AND COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY.
- CONTRACTOR IS RESPONSIBLE FOR SECURITY OF THE SITE DURING DEMOLITION ACTIVITIES AND UNTIL SUBSTANTIAL COMPLETION.
- ALL WORK, UNLESS OTHERWISE NOTED, SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND CITY STANDARD CONSTRUCTION SPECIFICATIONS.
- THE HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SUBSURFACE UTILITIES HAVE BEEN DETERMINED FROM DATA RECORDED BY OTHERS. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL UTILITY MAINS, MANHOLES, CLEANOUTS, VALVE BOXES, AND FIRE HYDRANTS, ETC. IN THE AREA OF DEMOLITION.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS REGARDING TRENCH SAFETY.
- BARRICADING AND PROJECT SIGNS SHALL CONFORM TO TEXAS DEPARTMENT OF TRANSPORTATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND LATEST UPDATES.
- CONTRACTOR SHALL MAINTAIN EXISTING PAVEMENT AND ACCESS TO FIRE HYDRANTS ON SITE UNTIL THE BUILDINGS AND STRUCTURES IN THAT AREA HAVE BEEN DEMOLISHED AND REMOVED.
- CONTRACTOR WILL PROVIDE ON-SITE PARKING FOR WORKERS. VEHICLE PARKING WILL NOT BE ALLOWED WITHIN THE PUBLIC RIGHT-OF-WAY.
- CONTRACTOR WILL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING ADEQUATE DUST CONTROL MEASURES DURING DEMOLITION ACTIVITIES.
- CONTRACTOR IS TO COORDINATE DEMOLITION ACTIVITIES WITH THE HAZARDOUS MATERIAL ABATEMENT CONTRACTORS' ACTIVITIES, IF APPLICABLE.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL TEMPORARY UTILITY SERVICES REQUIRED TO COMPLETE THE SCOPE OF WORK.

SD-24-0213

CITY OF LEANDER APPROVAL

LEANDER TECHNOLOGY PARK LEANDER, TEXAS 78628 SITE DEVELOPMENT PLANS EXISTING CONDITIONS & DEMO PLAN



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SUPERVISOR OF HILLS AND SOFTLIER, P.E. 136049 ON 2/11/2025. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

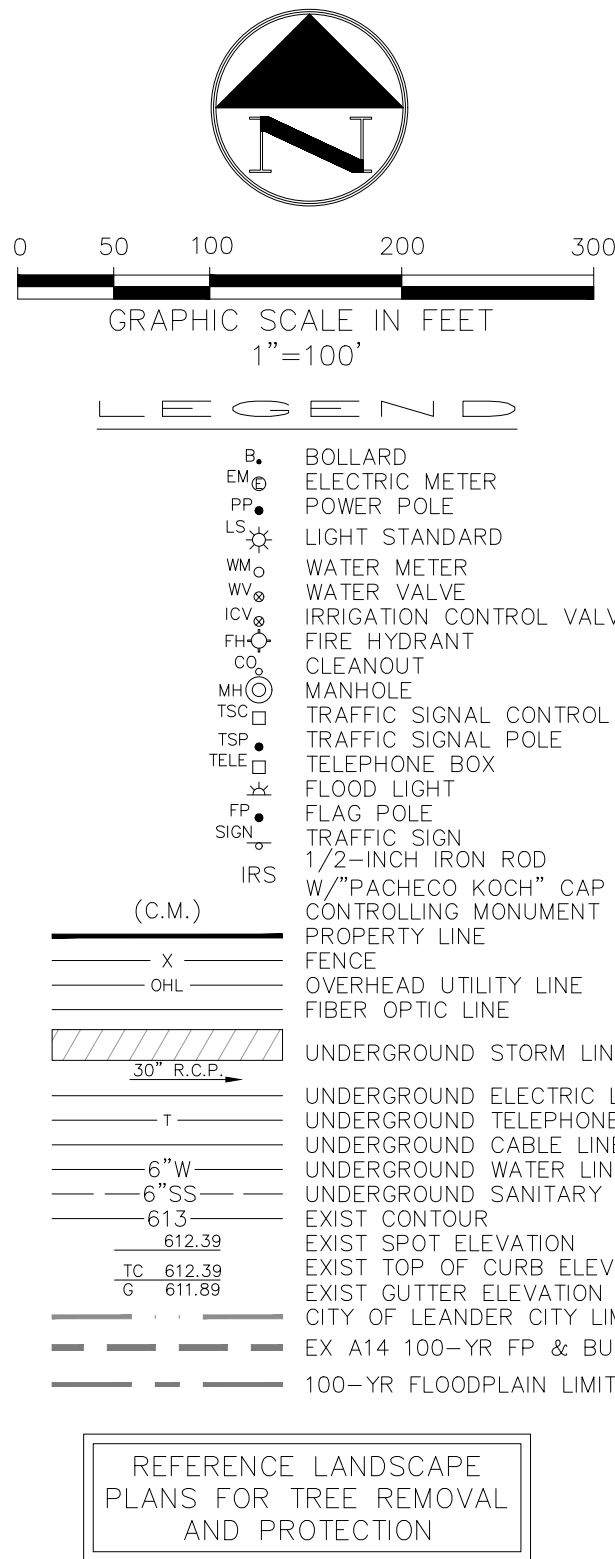
DESIGN	DRAWN	DATE
HAS	TDS	AUG 2024

SHEET NO.

9

OF 73

Westwood
8701 N. Mopac Expy, Suite 320
Austin, TX 78759
Phone (512) 485-0831
Toll Free (888) 937-5150
westwoodps.com
Westwood Professional Services, Inc.
TBPB FIRM REGISTRATION NO. F-1756
TBPB FIRM REGISTRATION NO. LS-10074301





CLIENT

ST JOHNS PROPERTIES

DATE / ISSUE

03 APRIL 2025
ISSUE FOR P&Z REVIEW

LEANDER TECH PARK SUBDIVISION
INCLUDING LOT 1 BLOCK A; LOT 2 BLOCK A; LOT 3 BLOCK A;
LOT 4 BLOCK A; LOT 5 BLOCK A; LOT 6 BLOCK A; LOT 7 BLOCK
A; LOT 1 BLOCK B; LOT 2 BLOCK B

HWY 29,
LEANDER, TX, 78641

SCALE

1" = 80'-0"

PROJECT NUMBER

SJP-301

STATUS	DATE	BY
DRAWN	11/12/2024	SC, NK
CHECKED	11/12/2024	CS, NK

SHEET TITLE

UNDERSTORY
TREE EXHIBIT

SHEET NUMBER

LEGEND

Preserved Trees - 



UNDERSTORY TREE INVENTORY (PICP)

TAG#	Species	Condition	Size (inches)	Half Critical Zone (feet)	Understory Tree 1:1 2" - 7.9"		Notes
					Preserved	Removed	
18	Cedar Elm	Fair	2	1	2		
19	Cedar Elm	Fair	2.5	1.25	2.5		
20	Gum Bumelia	Fair	2	1	2		
21	Gum Bumelia	Fair	2	1	2		
22	Live Oak	Fair	4.5	2.25	4.5		
23	Cedar Elm	Fair	3	1.5	3		
24	Cedar Elm	Fair	3	1.5	3		
25	Live Oak	Fair	5	2.5	5		
26	Live Oak	Fair	7	3.5	7		
27	Live Oak	Fair	4	2	4		
28	Live Oak	Fair	2.5	1.25	2.5		
29	Live Oak	Fair	4.5	2.25	4.5		
30	Live Oak	Fair	4	2	4		
31	Live Oak	Fair	4	2	4		
32	Live Oak	Fair	6.5	3.25	6.5		
33	Live Oak	Fair	4	2	4		
34	Live Oak	Fair	5.5	2.75	5.5		
35	Live Oak	Fair	7	3.5	7		
36	Live Oak	Fair	6.5	3.25	6.5		
37	Live Oak	Fair	7	3.5	7		
38	Live Oak	Fair	7	3.5	7		
44	Live Oak	Fair	4.5	2.25	4.5		
46	Cedar Elm	Fair	4.5	2.25	4.5		
47	Live Oak	Fair	7	3.5	7		
53	Live Oak	Fair	7	3.5	7		
54	Live Oak	Fair	4.5	2.25	4.5		
59	Live Oak	Fair	6.5	3.25	6.5		
60	Live Oak	Fair	4.5	2.25	4.5		
61	Live Oak	Fair	5	2.5	5		
62	Live Oak	Fair	6	3	6		
63	Live Oak	Fair	7.5	3.75	7.5		
64	Live Oak	Fair	7	3.5	7		
65	Live Oak	Fair	7	3.5	7		
66	Live Oak	Fair	6	3	6		
67	Live Oak	Fair	5.5	2.75	5.5		
68	Live Oak	Fair	4.5	2.25	4.5		
69	Live Oak	Fair	7	3.5	7		
70	Live Oak	Fair	7	3.5	7		
71	Live Oak	Fair	6	3	6		
72	Live Oak	Fair	6	3	6		
73	Live Oak	Fair	6	3	6		
74	Live Oak	Fair	5.5	2.75	5.5		
75	Live Oak	Fair	5	2.5	5		
76	Live Oak	Fair	6	3	6		
77	Live Oak	Fair	4	2	4		
78	Live Oak	Fair	4.5	2.25	4.5		
79	Live Oak	Fair	2.5	1.25	2.5		
80	Live Oak	Fair	3.5	1.75	3.5		
81	Live Oak	Fair	2	1	2		
82	Live Oak	Fair	4.5	2.25	4.5		
83	Live Oak	Fair	3.5	1.75	3.5		
84	Live Oak	Fair	5	2.5	5		
85	Live Oak	Fair	5.5	2.75	5.5		
86	Live Oak	Fair	3	1.5	3		
87	Live Oak	Fair	5	2.5	5		
88	Live Oak	Fair	5.5	2.75	5.5		
89	Live Oak	Fair	4.5	2.25	4.5		
90	Live Oak	Fair	6.5	3.25	6.5		
91	Live Oak	Fair	3	1.5	3		
92	Live Oak	Fair	4	2	4		
93	Live Oak	Fair	4.5	2.25	4.5		
94	Live Oak	Fair	7	3.5	7		
95	Live Oak	Fair	5	2.5	5		
96	Live Oak	Fair	7.5	3.75	7.5		
97	Live Oak	Fair	5	2.5	5		
98	Live Oak	Fair	4	2	4		
99	Live Oak	Fair	5	2.5	5		
100	Live Oak	Fair	6.5	3.25	6.5		
9001	Cedar Elm	Fair	3	1.5	3		
9002	Live Oak	Fair	7	3.5	7		
9003	Live Oak	Fair	6.5	3.25	6.5		
9004	Live Oak	Fair	5	2.5	5		
9005	Live Oak	Fair	7.5	3.75	7.5		
9006	Live Oak	Fair	7.5	3.75	7.5		
9007	Live Oak	Fair	7	3.5	7		
9008	Live Oak	Fair	7	3.5	7		
9009	Live Oak	Fair	6.5	3.25	6.5		
9010	Live Oak	Fair	5	2.5	5		
9011	Live Oak	Fair	5	2.5	5		
9012	Live Oak	Fair	5	2.5	5		
9013	Live Oak	Fair	5	2.5	5		
9014	Live Oak	Fair	3.5	1.75	3.5		
9015	Live Oak	Fair	3.5	1.75	3.5		
9016	Live Oak	Fair	5	2.5	5		
9017	Live Oak	Fair	2	1	2		
9018	Live Oak	Fair	3.5	1.75	3.5		
9019	Live Oak	Fair	6	3	6		
9020	Live Oak	Fair	6	3	6		
9021	Live Oak	Fair	6.5	3.25	6.5		
9022	Live Oak	Fair	5.5	2.75	5.5		
9023	Live Oak	Fair	7	3.5	7		
9024	Live Oak	Fair	7	3.5	7		
9025	Live Oak	Fair	4	2	4		
9026	Live Oak	Fair	6	3	6		
9027	Live Oak	Fair	5.5	2.75	5.5		
9028	Live Oak	Fair	4	2	4		
9029	Cedar Elm	Fair	2.5	1.25	2.5		
9031	Red Oak	Fair	4	2	4		
Subtotal Inches=					498.5	0	
Total Inches by Category=						498.5	
Total Inches Overall:						498.5	
Total Inches Removed:						0	
Total Inches Preserved:						498.5	

UNDERSTORY TREE INVENTORY (SD)

TAG#	Species	Condition	Size (inches)	Half Critical Zone (feet)	Understory Tree 1:1 2" - 7.9"		Notes
					Preserved	Removed	
1	Mesquite	Fair	2	1	2		
2	Mesquite	Fair	2	1	2		
13	Gum Bumelia	Fair	3	1.5	3		
14	Gum Bumelia	Fair	2.5	1.25	2.5		
15	Gum Bumelia	Fair	3	1.5	3		
16	Cedar Elm	Fair	6.5	3.25	6.5		
9032	Live Oak	Fair	7	3.5	7		
9033	Live Oak	Fair	7.5	3.75	7.5		
9034	Live Oak	Fair	6	3	6		
9035	Live Oak	Fair	6	3	6		
9036	Cedar Elm	Fair	5	2.5	5		
9037	Live Oak	Fair	7.5	3.75	7.5		
9038	Live Oak	Fair	3	1.5	3		
9039	Live Oak	Fair	6	3	6		
9040	Mexican Plum	Fair	2	1	2		
9041	Live Oak	Fair	2.5	1.25	2.5		
9042	Cedar Elm	Fair	5	2.5	5		
9043	Cedar Elm	Fair	3	1.5	3		
9044	Cedar Elm	Fair	2	1	2		
9045	Live Oak	Fair	5	2.5	5		
9046	Live Oak	Fair	7	3.5	7		
9047	Cedar Elm	Fair	4	2	4		
9048	Cedar Elm	Fair	2.5	1.25	2.5		
9049	Cedar Elm	Fair	5	2.5	5		
9050	Cedar Elm	Fair	3	1.5	3		
9051	Live Oak	Fair	7.5	3.75	7.5		
9052	Live Oak	Fair	4.5	2.25	4.5		
9053	Live Oak	Fair	5	2.5	5		
9054	Live Oak	Fair	5	2.5	5		
9055	Live Oak	Fair	6	3	6		
9056	Live Oak	Fair	7.5	3.75	7.5		
9058	Cedar Elm	Fair	4	2	4		
9059	Live Oak	Fair	5.5	2.75	5.5		
9060	Live Oak	Fair	6.5	3.25	6.5		
9061	Live Oak	Fair	6.5	3.25	6.5		
9062	Live Oak	Fair	7.5	3.75	7.5		
9063	Live Oak	Fair	6	3	6		
9064	Live Oak	Fair	7	3.5	7		
9065	Live Oak	Fair	4.5	2.25	4.5		
9066	Live Oak	Fair	7.5	3.75	7.5		
9067	Live Oak	Fair	7	3.5	7		
9068	Live Oak	Fair	5	2.5	5		
9069	Cedar Elm	Fair	2	1	2		
9070	Cedar Elm	Fair	2	1	2		
9071	Cedar Elm	Fair	2	1	2		
9072	Live Oak	Fair	6	3	6		
9075	Cedar Elm	Fair	3	1.5	3		
9077	Cedar Elm	Fair	3	1.5	3		
9078	Live Oak	Fair	7.5	3.75	7.5		
9079	Cedar Elm	Fair	4	2	4		
9080	Live Oak	Fair	6.5	3.25	6.5		
9081	Live Oak	Fair	6	3	6		
9082	Live Oak	Fair	2.5	1.25	2.5		
9083	Live Oak	Fair	3	1.5	3		
9084	Live Oak	Fair	2.5	1.25	2.5		
9086	Gum Bumelia	Fair	3.5	1.75	3.5		
9088	Live Oak	Fair	3	1.5	3		
9089	Cedar Elm	Fair	2.5	1.25	2.5		
9091	Cedar Elm	Fair	6	3	6		
9100	Cedar Elm	Fair	4.5	2.25	4.5		
9101	Cedar Elm	Fair	3	1.5	3		
9104	Live Oak	Fair	6	3	6		
9118	Live Oak	Fair	2.5	1.25	2.5		
9120	Live Oak	Fair	6.5	3.25	6.5		
9121	Cedar Elm	Fair	6.5	3.25	6.5		
9122	Cedar Elm	Fair	7.5	3.75	7.5		
9123	Cedar Elm	Fair	6	3	6		
9124	Cedar Elm	Fair	7.5	3.75	7.5		
9125	Cedar Elm	Fair	4	2	4		
9126	Cedar Elm	Fair	3.5	1.75	3.5		
9127	Cedar Elm	Fair	6	3	6		
9128	Cedar Elm	Fair	2.5	1.25	2.5		
9129	Cedar Elm	Fair	2	1	2		
9130	Cedar Elm	Fair	4.5	2.25	4.5		
9131	Cedar Elm	Fair	5	2.5	5		
9132	Cedar Elm	Fair	7.5	3.75	7.5		
9133	Cedar Elm	Fair	2.5	1.25	2.5		
9134	Cedar Elm	Fair	2.5	1.25	2.5		
9135	Cedar Elm	Fair	4	2	4		
9139	Cedar Elm	Fair	2	1	2		
9140	Cedar Elm	Fair	2.5	1.25	2.5		
9141	Cedar Elm	Fair	2	1	2		
9142	Cedar Elm	Fair	7	3.5	7		
9143	Cedar Elm	Fair	3.5	1.75	3.5		
9144	Cedar Elm	Fair	5	2.5	5		
9147	Cedar Elm	Fair	7.5	3.75	7.5		
Subtotal Inches=					399	0	
Total Inches by Category=						399	
Total Inches Overall:						399	
Total Inches Removed:						0	
Total Inches Preserved:						399	

CLIENT

ST JOHNS PROPERTIES

DATE / ISSUE

3 APRIL 2025
ISSUE FOR P&Z REVIEW

LEANDER TECH PARK SUBDIVISION

INCLUDING LOT 1 BLOCK A; LOT 2 BLOCK A; LOT 3 BLOCK A;
LOT 4 BLOCK A; LOT 5 BLOCK A; LOT 6 BLOCK A, LOT 7 BLOCK
A; LOT 1 BLOCK B; LOT 2 BLOCK B

HWY 29,

LEANDER, TX, 78641

SCALE

PROJECT NUMBER

SJP-301

STATUS	DATE	BY
DRAWN	11/12/2024	SC, NK
CHECKED	11/12/2024	CS, NK

SHEET TITLE

UNDERSTORY
TREE CHARTS

SHEET NUMBER

CLIENT
ST JOHNS PROPERTIES

DATE / ISSUE
03 APRIL 2025
ISSUE FOR P&Z REVIEW

LEANDER TECH PARK SUBDIVISION
INCLUDING LOT 1 BLOCK A; LOT 2 BLOCK A; LOT 3 BLOCK A;
LOT 4 BLOCK A; LOT 5 BLOCK A; LOT 6 BLOCK A; LOT 7 BLOCK
A; LOT 1 BLOCK B; LOT 2 BLOCK B
HWY 29,
LEANDER, TX, 78641

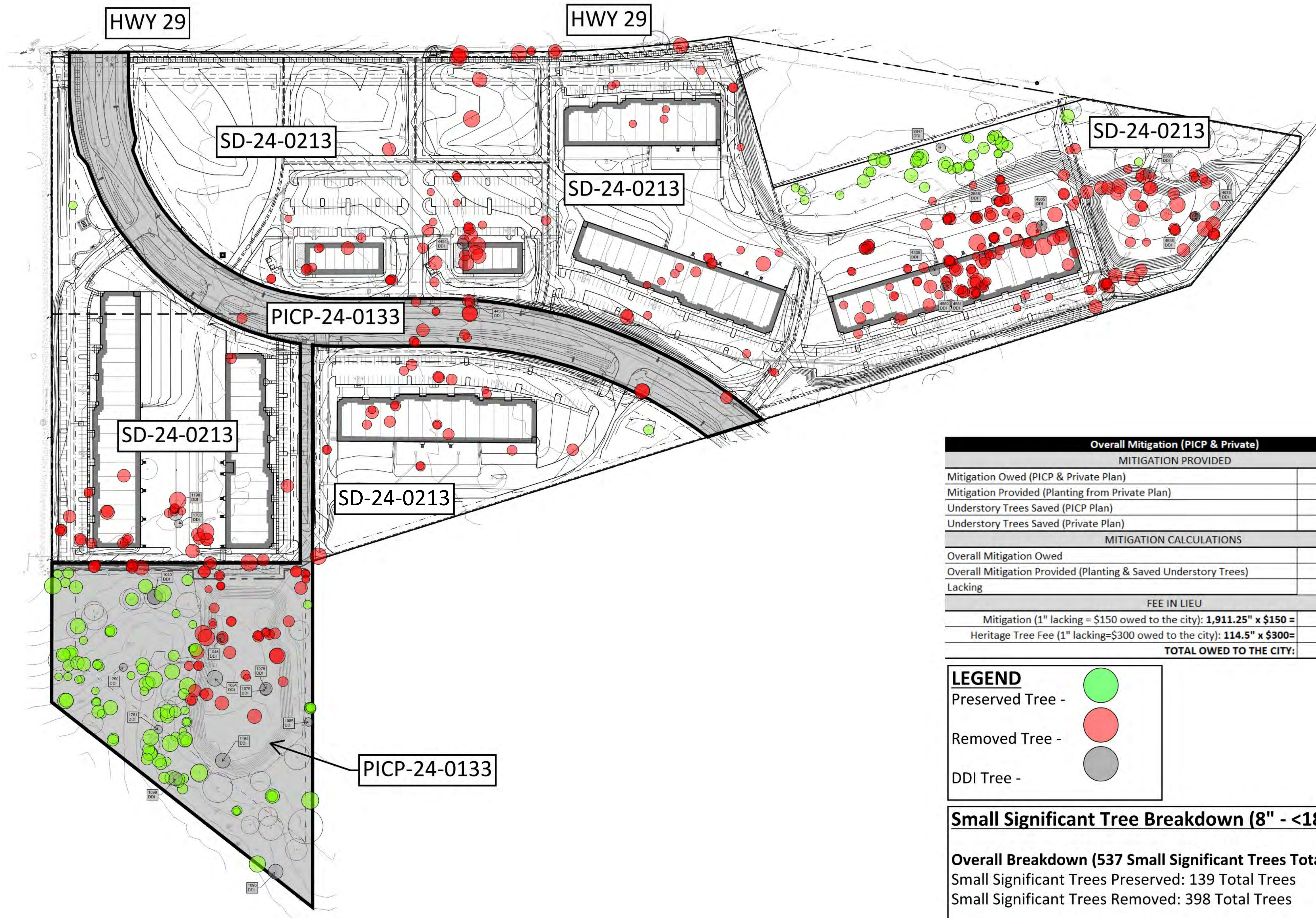
SCALE
1" = 100'-0"

PROJECT NUMBER
SJP-301

STATUS	DATE	BY
DRAWN	11/12/2024	SC, NK
CHECKED	11/12/2024	CS, NK

SHEET TITLE
SMALL
SIGNIFICANT
TREE EXHIBIT

SHEET NUMBER



Overall Mitigation (PICP & Private)	
MITIGATION PROVIDED	
Mitigation Owed (PICP & Private Plan)	3,409.75"
Mitigation Provided (Planting from Private Plan)	601"
Understory Trees Saved (PICP Plan)	498.5"
Understory Trees Saved (Private Plan)	399"
MITIGATION CALCULATIONS	
Overall Mitigation Owed	3,409.75"
Overall Mitigation Provided (Planting & Saved Understory Trees)	1,498.5"
Lacking	1,911.25"
FEE IN LIEU	
Mitigation (1" lacking = \$150 owed to the city): 1,911.25" x \$150 =	\$286,687.50
Heritage Tree Fee (1" lacking=\$300 owed to the city): 114.5" x \$300=	\$34,350.00
TOTAL OWED TO THE CITY:	\$321,037.50

LEGEND

Preserved Tree -

Removed Tree -

DDI Tree -

Small Significant Tree Breakdown (8" - <18" Trees)

Overall Breakdown (537 Small Significant Trees Total)
Small Significant Trees Preserved: 139 Total Trees
Small Significant Trees Removed: 398 Total Trees

Removal Breakdown:
Small Significant Trees removed due to SD Detention Pond: 38 Trees
Small Significant Trees removed due to PICP Detention Pond: 39 Trees
Small Significant Trees removed due to DDI: 24 Trees
Small Significant Trees removed due to Kauffman Loop: 17
Small Significant Trees removed due to Site Plan: 280



SMALL SIGNIFICANT TREE INVENTORY (PICP)

TAG#	Species	Condition	Size (inches)	Half Critical Zone (feet)	Protected Tree 1:1 >8"-<18"		Notes
					Preserved	Removed	
1162	Live Oak	Fair	12.5	6.25	12.5		REF ARBORIST REPORT
1163	Live Oak	Fair	12	6	12		
1164	Red Oak	DDI	16	8			
1166	Red Oak	Fair	12	6	12		
1167	Red Oak	Fair	11	5.5	11		
1168	Red Oak	Fair	15	7.5	15		
1172	Live Oak	Fair	10	5	10		
1173	Live Oak	Fair	8	4	8		
1174	Live Oak	Fair	9	4.5	9		
1175	Post Oak	Good	15.5	7.75		15.5	
1704	Post Oak	Fair	16	8		16	
1705	Live Oak	Fair	11	5.5		11	
1706	Live Oak	Fair	11.5	5.75		11.5	
1707	Live Oak	Fair	9	4.5		9	
1708	Live Oak	Fair	10	5		10	
1709	Post Oak	Fair	12	6		12	
1710	Post Oak	Fair	12.5	6.25		12.5	
1711	Live Oak	Fair	13	6.5	13		
1712	Post Oak	Fair	9	4.5		9	
1713	Post Oak	Fair	9	4.5		9	
1714	Post Oak	Fair	12.5	6.25		12.5	
1715	Post Oak	Fair	13	6.5		13	
1716	Post Oak	Fair	11.5	5.75	11.5		
1717	Post Oak	Fair	9.5	4.75	9.5		
1718	Post Oak	Fair	10.5	5.25	10.5		
1719	Cedar Elm	Fair	14	7	14		
1720	Live Oak	Fair	12.5	6.25	12.5		
1721	Live Oak	Fair	10	5	10		
1722	Live Oak	Fair	9.5	4.75	9.5		
1723	Post Oak	Fair	16	8	16		
1724	Live Oak	Fair	8.5	4.25	8.5		
1725	Live Oak	Fair	8.5	4.25	8.5		
1726	Live Oak	Fair	8	4	8		
1727	Live Oak	Fair	10.5	5.25	10.5		
1728	Live Oak	Fair	15	7.5	15		
1729	Live Oak	Fair	14.5	7.25	14.5		
1730	Live Oak	Fair	12.5	6.25	12.5		
1731	Live Oak	Fair	12	6	12		
1732	Live Oak	Fair	8	4	8		
1733	Live Oak	Fair	14.5	7.25	14.5		
1734	Live Oak	Fair	16.5	8.25	16.5		
1735	Live Oak	Fair	8	4	8		
1736	Live Oak	Fair	8	4	8		
1737	Live Oak	Fair	8.5	4.25	8.5		
1738	Live Oak	Fair	14.5	7.25	14.5		
1739	Live Oak	Fair	14	7	14		
1740	Live Oak	Fair	11	5.5	11		
1741	Cedar Elm	Fair	9.5	4.75	9.5		
1742	Live Oak	Fair	9	4.5	9		
1743	Live Oak	Fair	8	4	8		
1744	Live Oak	Fair	8	4	8		
1745	Live Oak	Fair	10	5	10		
1746	Live Oak	Fair	13.5	6.75	13.5		
1747	Live Oak	Fair	9.5	4.75	9.5		
1748	Live Oak	Fair	15	7.5	15		
1749	Live Oak	Poor	8.5	4.25	8.5		
1750	Red Oak	DDI	8.5	4.25			REF ARBORIST REPORT
1751	Live Oak	Fair	14	7	14		
1752	Live Oak	Fair	13	6.5	13		
1753	Live Oak	Fair	11.5	5.75	11.5		
1754	Live Oak	Fair	15	7.5	15		
1755	Live Oak	Fair	12	6	12		
1756	Live Oak	Poor	9	4.5	9		
1757	Live Oak	Fair	15	7.5	15		
1758	Live Oak	Fair	14.5	7.25	14.5		
1759	Live Oak	Fair	15	7.5	15		
1760	Live Oak	Fair	12	6	12		
1761	Live Oak	DDI	9	4.5			REF ARBORIST REPORT
1762	Live Oak	Fair	16.5	8.25	16.5		
1763	Live Oak	Fair	12	6	12		
1764	Live Oak	Poor	11	5.5	11		
1806	Cedar Elm		18	9	18		
1813	Post Oak		18	9	18		
1816	Live Oak	Fair	17.5	8.75		17.5	
1817	Live Oak	Fair	17.5	8.75		17.5	
1825	Live Oak	Fair	17.5	8.75	17.5		
1827	Post Oak	Fair	18	9		18	
4456	Post Oak	Fair	14.5	7.25		14.5	
4457	Post Oak	Fair	10.5	5.25		10.5	
4458	Post Oak	DDI	14	7			REF ARBORIST REPORT
4459	Post Oak	Fair	16	8		16	
4460	Post Oak	Fair	16	8		16	
4461	Post Oak	Fair	10.5	5.25		10.5	
4462	Post Oak	Fair	9.5	4.75		9.5	
4484	Post Oak	Fair	9	4.5		9	
4485	Post Oak	Fair	11	5.5		11	
4486	Post Oak	Fair	9	4.5		9	
4487	Post Oak	Fair	14	7		14	
4488	Post Oak	Good	10.5	5.25		10.5	
4489	Post Oak	Fair	8.5	4.25		8.5	
4490	Post Oak	Fair	8	4		8	
4494	Post Oak	Fair	13.5	6.75		13.5	
4497	Live Oak	Fair	16	8		16	
4498	Live Oak	Fair	15.5	7.75		15.5	
4656	Post Oak	Good	11	5.5		11	
Subtotal Inches=					1167.5	947	
Total Inches by Category=						2114.5	

SMALL SIGNIFICANT TREE INVENTORY (PICP)

TAG#	Species	Condition	Size (inches)	Half Critical Zone (feet)	Protected Tree 1:1 >8"-<18"		Notes
					Preserved	Removed	
1001	Post Oak	Fair	11.5	5.75	11.5		
1002	Post Oak	Fair	14.5	7.25		14.5	
1003	Post Oak	Fair	8.5	4.25		8.5	
1004	Post Oak	Fair	12.5	6.25		12.5	
1005	Post Oak	Fair	12.5	6.25		12.5	
1006	Post Oak	Fair	8	4		8	
1007	Post Oak	Fair	8.5	4.25		8.5	
1008	Post Oak	Fair	8	4		8	
1009	Post Oak	Fair	8	4		8	
1010	Post Oak	Fair	9.5	4.75		9.5	
1011	Post Oak	Fair	11	5.5		11	
1012	Post Oak	Fair	8	4		8	
1014	Post Oak	Fair	11.5	5.75		11.5	
1015	Post Oak	Fair	12.5	6.25		12.5	
1016	Post Oak	Fair	9	4.5		9	
1017	Post Oak	Fair	8.5	4.25		8.5	
1018	Post Oak	Fair	8	4		8	
1019	Post Oak	Fair	8	4		8	
1020	Post Oak	Fair	8.5	4.25		8.5	
1021	Post Oak	Fair	14	7		14	
1022	Post Oak	Fair	9.5	4.75	9.5		
1023	Post Oak	Fair	12.5	6.25		12.5	
1025	Post Oak	Fair	17.5	8.75		17.5	
1026	Post Oak	Fair	15.5	7.75		15.5	
1027	Post Oak	Fair	11.5	5.75		11.5	
1028	Post Oak	Fair	8	4		8	
1029	Post Oak	Fair	11.5	5.75		11.5	
1030	Post Oak	Fair	8	4		8	
1031	Post Oak	Fair	10.5	5.25		10.5	
1032	Post Oak	Fair	10	5		10	
1033	Post Oak	Fair	9.5	4.75		9.5	
1034	Post Oak	Fair	12.5	6.25		12.5	
1035	Post Oak	Poor	11	5.5		11	
1036	Post Oak	Poor	10	5		10	
1037	Live Oak	Fair	10.5	5.25		10.5	
1038	Live Oak	Fair	8.5	4.25	8.5		
1039	Live Oak	Fair	8.5	4.25	8.5		
1040	Live Oak	DDI	16	8			REF ARBORIST REPORT
1041	Live Oak	Poor	15.5	7.75	15.5		
1042	Live Oak	Fair	8.5	4.25		8.5	
1043	Live Oak	Fair	8	4		8	
1044	Red Oak	Fair	13	6.5		13	
1045	Red Oak	Fair	12	6		12	
1046	Red Oak	DDI	8	4			REF ARBORIST REPORT
1047	Post Oak	Fair	13.5	6.75		13.5	
1048	Live Oak	Fair	8	4	8		
1049	Live Oak	Fair	8.5	4.25	8.5		
1050	Live Oak	Fair	13.5	6.75	13.5		
1051	Live Oak	Fair	14.5	7.25		14.5	
1052	Live Oak	Fair	8.5	4.25		8.5	
1053	Live Oak	Fair	11	5.5		11	
1054	Live Oak	Fair	10	5		10	
1055	Live Oak	Fair	11.5	5.75	11.5		
1056	Live Oak	Poor	15.5	7.75	15.5		
1057	Live Oak	Fair	17	8.5	17		
1058	Live Oak	Fair	11.5	5.75	11.5		
1059	Live Oak	Fair	13	6.5		13	
1060	Live Oak	Fair	9	4.5		9	
1061	Live Oak	Fair	13.5	6.75		13.5	
1062	Live Oak	Fair	14	7		14	
1063	Live Oak	Fair	10	5		10	
1064	Live Oak	DDI	17	8.5			REF ARBORIST REPORT
1065	Post Oak	Fair	15	7.5		15	
1066	Live Oak	Fair	9	4.5	9		
1067	Live Oak	Fair	10.5	5.25	10.5		
1068	Live Oak	Fair	8	4		8	
1069	Live Oak	Fair	8	4		8	
1070	Live Oak	Fair	8.5	4.25		8.5	
1071	Live Oak	Fair	11.5	5.75	11.5		
1072	Live Oak	Fair	16	8		16	
1073	Live Oak	Fair	9.5	4.75	9.5		
1074	Live Oak	Fair	17	8.5	17		
1075	Post Oak	Fair	11	5.5		11	
1076	Live Oak	Fair	10	5		10	
1077	Live Oak	Fair	8	4		8	
1078	Post Oak	DDI	13.5	6.75			REF ARBORIST REPORT
1079	Post Oak	DDI	12.5	6.25			
1081	Post Oak	Fair	10.5	5.25	10.5		
1082	Post Oak	Fair	10.5	5.25	10.5		
1083	Post Oak	Fair	8	4		8	
1084	Post Oak	Fair	12	6	12		
1085	Red Oak	DDI	9	4.5			REF ARBORIST REPORT
1087	Red Oak	Poor	18	9	18		
1090	Live Oak	DDI	15.5	7.75			REF ARBORIST REPORT
1091	Live Oak	Poor	17	8.5	17		
1094	Live Oak	Fair	18	9	18		
1095	Live Oak	Fair	10	5	10		
1096	Live Oak	Fair	11	5.5	11		
1097	Live Oak	Fair	10.5	5.25	10.5		
1098	Live Oak	Fair	12	6	12		
1099	Live Oak	DDI	14.5	7.25			REF ARBORIST REPORT
1100	Live Oak	Fair	15	7.5	15		
1156	Live Oak	Fair	11.5	5.75	11.5		
1157	Live Oak	Fair	9.5	4.75	9.5		
1158	Live Oak	Poor	12	6	12		
1159	Live Oak	Fair	14	7	14		
1160	Live Oak	Fair	12.5	6.25	12.5		
1161	Live Oak	Fair	15	7.5	15		



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Austin, TX 78702
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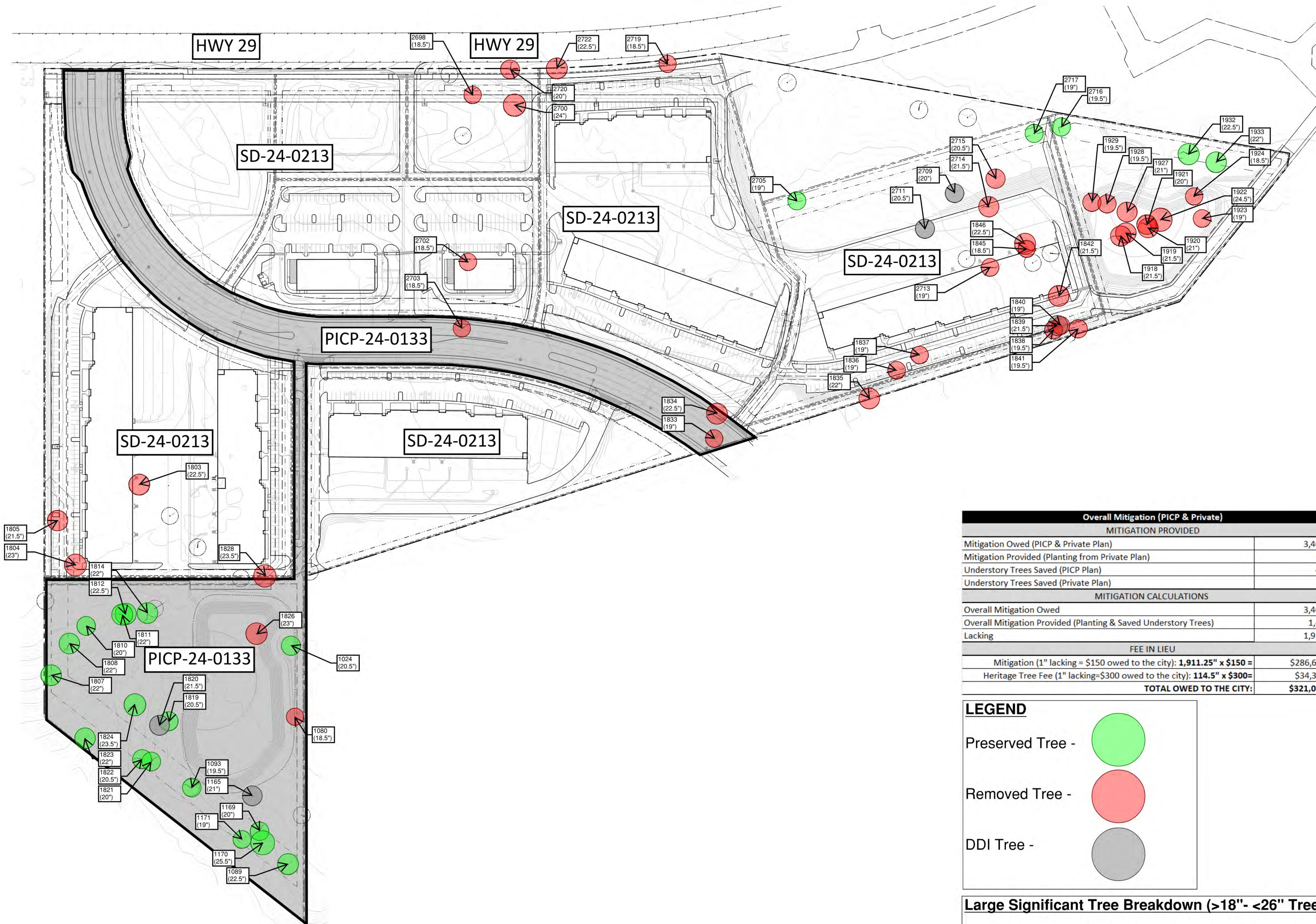
ST JOHNS PROPERTIES

DATE / ISSUE

03 APRIL 2025
ISSUE FOR P&Z REVIEW

SMALL SIGNIFICANT TREE INVENTORY (SD)									
TAG#	Species	Condition	Size (inches)	Half Critical Zone (feet)	Protected Tree 1:1 >8"-<18"		Notes		
					Preserved	Removed			
4530	Live Oak	Fair	8	4		8			
4531	Live Oak	Fair	13.5	6.75		13.5			
4532	Live Oak	Fair	13	6.5		13			
4533	Live Oak	Fair	9	4.5		9			
4534	Live Oak	Fair	14	7		14			
4535	Live Oak	DDI	10.5	5.25			REF ARBORIST REPORT		
4536	Live Oak	Fair	8.5	4.25		8.5			
4537	Live Oak	Fair	12.5	6.25		12.5			
4538	Live Oak	Fair	11	5.5		11			
4539	Live Oak	Fair	10	5		10			
4540	Live Oak	Fair	11.5	5.75		11.5			
4541	Live Oak	Fair	13	6.5		13			
4542	Live Oak	Fair	10	5		10			
4543	Bur Oak	Fair	11.5	5.75		11.5			
4544	Live Oak	Fair	15	7.5		15			
4545	Live Oak	Fair	8.5	4.25		8.5			
4546	Live Oak	Fair	13	6.5		13			
4547	Live Oak	Fair	10.5	5.25		10.5			
4548	Mexican Plum	Fair	9.5	4.75		9.5			
4549	Live Oak	Fair	11.5	5.75		11.5			
4550	Live Oak	DDI	8.5	4.25			REF ARBORIST REPORT		
4551	Live Oak	DDI	9	4.5			REF ARBORIST REPORT		
4552	Live Oak	Fair	9.5	4.75		9.5			
4553	Live Oak	Fair	10.5	5.25		10.5			
4554	Live Oak	Fair	8.5	4.25		8.5			
4555	Live Oak	Fair	9.5	4.75		9.5			
4556	Live Oak	Fair	9	4.5		9			
4557	Live Oak	Fair	10	5		10			
4558	Live Oak	Fair	12.5	6.25		12.5			
4559	Live Oak	Fair	9	4.5		9			
4560	Live Oak	Fair	11	5.5		11			
4561	Live Oak	Poor	9	4.5		9			
4562	Live Oak	Fair	10.5	5.25		10.5			
4563	Live Oak	Fair	8	4		8			
4564	Live Oak	Fair	9.5	4.75		9.5			
4565	Live Oak	Fair	9.5	4.75		9.5			
4566	Live Oak	Fair	10	5		10			
4567	Live Oak	Fair	10.5	5.25		10.5			
4568	Live Oak	Fair	9.5	4.75		9.5			
4569	Live Oak	Fair	12.5	6.25		12.5			
4570	Live Oak	Fair	16	8		16			
4571	Live Oak	Fair	11.5	5.75		11.5			
4572	Live Oak	Fair	16	8		16			
4573	Live Oak	Fair	9	4.5		9			
4574	Live Oak	Fair	9.5	4.75		9.5			
4575	Live Oak	Fair	8.5	4.25		8.5			
4576	Live Oak	Fair	10	5		10			
4577	Live Oak	Fair	12	6		12			
4578	Live Oak	Fair	8.5	4.25		8.5			
4579	Live Oak	Fair	8	4		8			
4580	Live Oak	Fair	10.5	5.25		10.5			
4581	Live Oak	Fair	12	6		12			
4582	Live Oak	Fair	13	6.5		13			
4583	Live Oak	Fair	12.5	6.25		12.5			
4584	Live Oak	Fair	13	6.5		13			
4585	Live Oak	Fair	13	6.5		13			
4586	Live Oak	Fair	8	4		8			
4587	Live Oak	Fair	10.5	5.25		10.5			
4588	Live Oak	Fair	8.5	4.25		8.5			
4589	Live Oak	Fair	8.5	4.25		8.5			
4590	Live Oak	Fair	16.5	8.25		16.5			
4591	Live Oak	Fair	11	5.5		11			
4592	Live Oak	Fair	9.5	4.75		9.5			
4593	Live Oak	Fair	8	4		8			
4594	Live Oak	Poor	9	4.5		9			
4595	Live Oak	Fair	8	4		8			
4596	Live Oak	Fair	8.5	4.25		8.5			
4597	Live Oak	Fair	8	4		8			
4598	Live Oak	Fair	10.5	5.25		10.5			
4599	Live Oak	Fair	9	4.5		9			
4600	Live Oak	Fair	14	7		14			
4601	Live Oak	Fair	8.5	4.25		8.5			
4602	Live Oak	Fair	11.5	5.75		11.5			
4603	Live Oak	Fair	17.5	8.75		17.5			
4604	Live Oak	Fair	16.5	8.25		16.5			
4605	Live Oak	DDI	11.5	5.75			REF ARBORIST REPORT		
4606	Cedar Elm	Fair	16	8		16			
4607	Cedar Elm	Fair	12	6		12			
4608	Cedar Elm	Fair	13.5	6.75		13.5			
4609	Blackjack Oak	Fair	13	6.5		13			
4610	Cedar Elm	Fair	11	5.5		11			
4611	Cedar Elm	Fair	8	4		8			
4612	Cedar Elm	Fair	8	4		8			
4613	Cedar Elm	Fair	10	5		10			
4614	Cedar Elm	Fair	15	7.5		15			
4615	Blackjack Oak	Fair	9.5	4.75		9.5			
4616	Cedar Elm	Fair	11	5.5		11			
4617	Live Oak	Fair	12.5	6.25		12.5			
4618	Live Oak	Fair	13	6.5		13			
4619	Live Oak	Fair	10	5		10			
4620	Live Oak	Fair	10.5	5.25		10.5			
4621	Live Oak	Fair	9.5	4.75		9.5			
4622	Live Oak	Fair	9.5	4.75		9.5			
4623	Live Oak	Fair	12	6		12			
4624	Live Oak	Fair	15.5	7.75		15.5			
4625	Live Oak	Good	16	8		16			
4626	Live Oak	Fair	14	7		14			
4627	Live Oak	Fair	13.5	6.75		13.5			
4628	Post Oak	Good	12	6		12			
4629	Post Oak	Good	12.5	6.25		12.5			
4630	Post Oak	Good	11.5	5.75		11.5			
4631	Live Oak	Fair	16	8		16			
4632	Live Oak	Fair	16.5	8.25		16.5			
4633	Post Oak	Fair	8.5	4.25		8.5			
4634	Post Oak	Fair	9.5	4.75		9.5			
4635	Post Oak	DDI	11	5.5			REF ARBORIST REPORT		
4636	Live Oak	DDI	8	4			REF ARBORIST REPORT		
4637	Live Oak	Fair	9.5	4.75		9.5			
4638	Live Oak	Fair	12	6		12			
4639	Live Oak	Fair	9.5	4.75		9.5			
4640	Live Oak	Fair	8	4		8			
4641	Live Oak	Fair	10.5	5.25		10.5			
4642	Live Oak	Fair	9	4.5		9			
4643	Live Oak	Fair	10.5	5.25		10.5			
4651	Cedar Elm	Fair	9	4.5		9			
4652	Post Oak	Fair	9	4.5		9			
4653	Post Oak	Fair	8	4		8			
4654	Post Oak	Fair	9.5	4.75		9.5			
4655	Post Oak	Fair	10	5		10			
Subtotal Inches=					459	3545.5			
Total inches by Category=						4004.5			

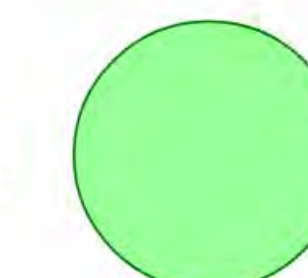
SMALL SIGNIFICANT TREE INVENTORY (SD)							
					Protected Tree 1:1 ≥8"-<18"		
TAG#	Species	Condition	Size (Inches)	Half Critical Zone (feet)	Preserved	Removed	Notes
2968	Cedar Elm	Fair	11.5	5.75			11.5
2969	Cedar Elm	Fair	9	4.5			9
2970	Cedar Elm	Fair	12	6			12
2971	Cedar Elm	Fair	11.5	5.75			11.5
2972	Cedar Elm	Good	12.5	6.25			12.5
2973	Cedar Elm	Good	15	7.5			15
2974	Live Oak	Fair	14.5	7.25			14.5
2975	Cedar Elm	Fair	14.5	7.25			14.5
2976	Live Oak	Fair	15	7.5			15
2977	Live Oak	Fair	15.5	7.75			15.5
2978	Cedar Elm	Fair	8.5	4.25			8.5
2979	Live Oak	Fair	9	4.5	9		
2980	Live Oak	Fair	10	5			10
2981	Live Oak	Fair	16.5	8.25			16.5
2982	Cedar Elm	Fair	8.5	4.25			8.5
2983	Live Oak	DDI	12	6			REF ARBORIST REPORT
2984	Gum Bumelia	Fair	8.5	4.25			8.5
2985	Live Oak	Fair	13	6.5			13
2986	Live Oak	Fair	15.5	7.75			15.5
2987	Live Oak	Fair	12.5	6.25			12.5
2988	Live Oak	Fair	10	5			10
2989	Live Oak	Fair	12.5	6.25			12.5
2990	Cedar Elm	Fair	13.5	6.75			13.5
2991	Live Oak	Fair	11	5.5			11
2992	Live Oak	Fair	8.5	4.25			8.5
2993	Cedar Elm	Fair	12	6			12
2994	Cedar Elm	Fair	9.5	4.75			9.5
2995	Cedar Elm	Fair	12.5	6.25			12.5
2996	Live Oak	Fair	12.5	6.25			12.5
2997	Live Oak	Fair	17	8.5			17
2998	Live Oak	Fair	12.5	6.25			12.5
4421	Post Oak	Fair	14	7			14
4422	Post Oak	Fair	10	5			10
4423	Post Oak	Fair	14	7			14
4424	Post Oak	Fair	9.5	4.75			9.5
4425	Post Oak	Poor	9	4.5			9
4426	Post Oak	Fair	12.5	6.25			12.5
4427	Post Oak	Fair	8	4			8
4428	Post Oak	Fair	10	5			10
4429	Post Oak	Fair	9.5	4.75			9.5
4430	Post Oak	Fair	8.5	4.25			8.5
4431	Post Oak	Fair	11	5.5			11
4432	Post Oak	Fair	11.5	5.75			11.5
4433	Post Oak	Fair	10	5			10
4434	Post Oak	Fair	15	7.5			15
4435	Post Oak	Fair	11.5	5.75			11.5
4436	Post Oak	Fair	13	6.5			13
4437	Post Oak	Fair	8.5	4.25			8.5
4438	Post Oak	Fair	8	4			8
4439	Live Oak	Fair	9	4.5			9
4440	Live Oak	Fair	8	4			8
4441	Live Oak	Fair	9	4.5			9
4442	Live Oak	Fair	8	4			8
4443	Post Oak	Fair	12	6			12
4444	Post Oak	Fair	10.5	5.25			10.5
4445	Post Oak	Poor	9.5	4.75			9.5
4446	Post Oak	Fair	15	7.5			15
4447	Cedar Elm	Fair	9	4.5			9
4448	Post Oak	Fair	12	6			12
4449	Post Oak	Fair	16	8			16
4450	Post Oak	Fair	15.5	7.75			15.5
4451	Post Oak	Fair	12.5	6.25			12.5
4452	Post Oak	Fair	16.5	8.25			16.5
4453	Post Oak	Fair	12	6			12
4454	Post Oak	DDI	12	6			REF ARBORIST REPORT
4455	Post Oak	Fair	11.5	5.75			11.5
4463	Cedar Elm	Fair	8	4			8
4464	Cedar Elm	Fair	10	5			10
4465	Post Oak	Fair	12	6			12
4466	Post Oak	Fair	11	5.5			11
4467	Post Oak	Fair	11.5	5.75			11.5
4468	Post Oak	Fair	12	6			12
4469	Post Oak	Fair	10	5			10
4470	Post Oak	Fair	11	5.5			11
4471	Post Oak	Fair	8	4			8
4472	Post Oak	Fair	12.5	6.25			12.5
4473	Post Oak	Fair	8	4			8
4474	Post Oak	Fair	14	7			14
4475	Post Oak	Fair	10	5			10
4476	Post Oak	Fair	9	4.5			9
4477	Post Oak	Fair	10	5			10
4478	Post Oak	Good	14	7			14
4479	Post Oak	Fair	10.5	5.25			10.5
4480	Post Oak	Fair	8.5	4.25			8.5
4481	Post Oak	Fair	12.5	6.25			12.5
4482	Post Oak	Fair	10	5			10
4483	Post Oak	Fair	8.5	4.25			8.5
4491	Cedar Elm	Fair	11	5.5			11
4492	Cedar Elm	Fair	12	6			12
4493	Post Oak	Fair	10.5	5.25	10.5		
4495	Cedar Elm	Fair	8.5	4.25			8.5
4496	Cedar Elm	Fair	8	4			8
4499	Live Oak	Fair	15	7.5			15
4500	Live Oak	Fair	12	6			12
4501	Live Oak	Fair	9	4.5			9
4502	Cedar Elm	Fair	8.5	4.25			8.5
4503	Cedar Elm	Fair	8	4			8
4504	Cedar Elm	Fair	9.5	4.75			9.5
4505	Cedar Elm	Fair	9	4.5			9
4506	Cedar Elm	Fair	11	5.5			11
4507	Cedar Elm	Fair	12	6			12
4508	Cedar Elm	Fair	10	5			10
4509	Cedar Elm	Poor	11	5.5			11
4510	Cedar Elm	Fair	9.5	4.75			9.5
4511	Cedar Elm	Fair	8.5	4.25			8.5
4512	Live Oak	Fair	16	8			16
4513	Live Oak	Fair	9	4.5			9
4514	Live Oak	Fair	12	6			12
4515	Live Oak	Fair	9.5	4.75			9.5
4516	Live Oak	Fair	12.5	6.25			12.5
4517	Live Oak	Fair	8.5	4.25			8.5
4518	Live Oak	Fair	12	6			12
4519	Live Oak	Fair	13.5	6.75			13.5
4520	Live Oak	Fair	8.5	4.25			8.5
4521	Live Oak	Fair	13	6.5			13
4522	Post Oak	Good	13	6.5			13
4523	Live Oak	Fair	8	4			8
4524	Live Oak	Fair	8	4			8
4525	Live Oak	Fair	10	5			10
4526	Live Oak	Fair	12.5	6.25			12.5
4527	Cedar Elm	Fair	10	5			10
4528	Cedar Elm	Fair	9	4.5			9
4529	Live Oak	Fair	9	4.5			9



Overall Mitigation (PICP & Private)	
MITIGATION PROVIDED	
Mitigation Owed (PICP & Private Plan)	3,409.75"
Mitigation Provided (Planting from Private Plan)	601"
Understory Trees Saved (PICP Plan)	498.5"
Understory Trees Saved (Private Plan)	399"
MITIGATION CALCULATIONS	
Overall Mitigation Owed	3,409.75"
Overall Mitigation Provided (Planting & Saved Understory Trees)	1,498.5"
Lacking	1,911.25"
FEE IN LIEU	
Mitigation (1" lacking = \$150 owed to the city): 1,911.25" x \$150 =	\$286,687.50
Heritage Tree Fee (1" lacking=\$300 owed to the city): 114.5" x \$300=	\$34,350.00
TOTAL OWED TO THE CITY:	\$321,037.50

LEGEND

Preserved Tree -



Removed Tree -



DDI Tree -



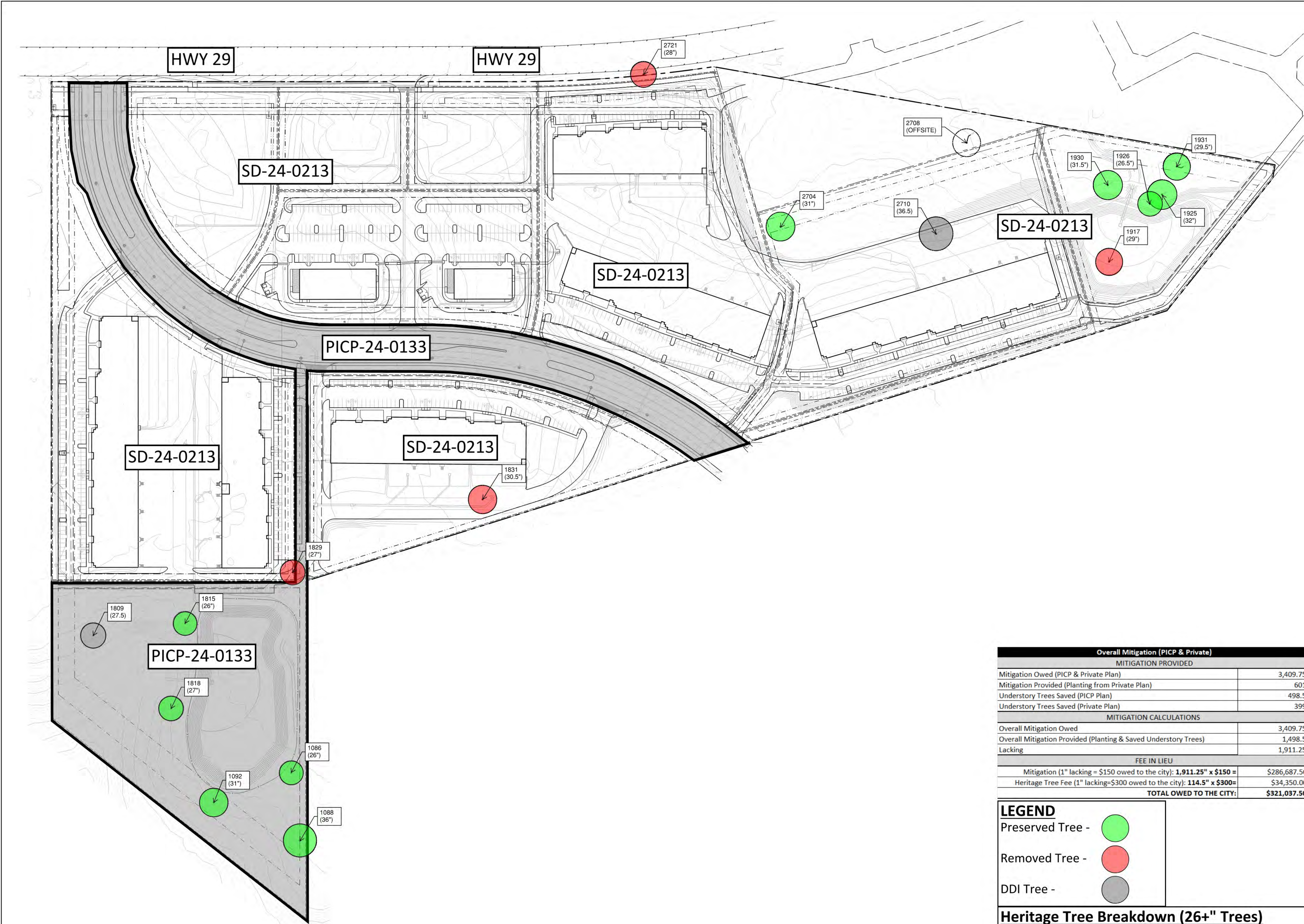
Large Significant Tree Breakdown (>18"- <26" Trees)

Overall Breakdown (64 Significant Trees Total)
Significant Trees Preserved: 22 Total Trees
Significant Trees Removed: 42 Total Trees (5 DDI)

Removal Breakdown:

Significant Trees removed due to Kaufmann Loop: 3 Trees
Significant Trees removed due to Easements: 8 Trees
Significant Trees removed due to Detention Pond: 12 Trees
Significant Trees removed due to DDI: 5 Trees
Significant Trees removed due to Site Plan: 14 Trees





Overall Mitigation (PICP & Private)	
MITIGATION PROVIDED	
Mitigation Owed (PICP & Private Plan)	3,409.75"
Mitigation Provided (Planting from Private Plan)	601"
Understory Trees Saved (PICP Plan)	498.5"
Understory Trees Saved (Private Plan)	399"
MITIGATION CALCULATIONS	
Overall Mitigation Owed	3,409.75"
Overall Mitigation Provided (Planting & Saved Understory Trees)	1,498.5"
Lacking	1,911.25"
FEE IN LIEU	
Mitigation (1" lacking = \$150 owed to the city): 1,911.25" x \$150 =	\$286,687.50
Heritage Tree Fee (1" lacking=\$300 owed to the city): 114.5" x \$300=	\$34,350.00
TOTAL OWED TO THE CITY:	\$321,037.50

LEGEND

Preserved Tree -

Removed Tree -

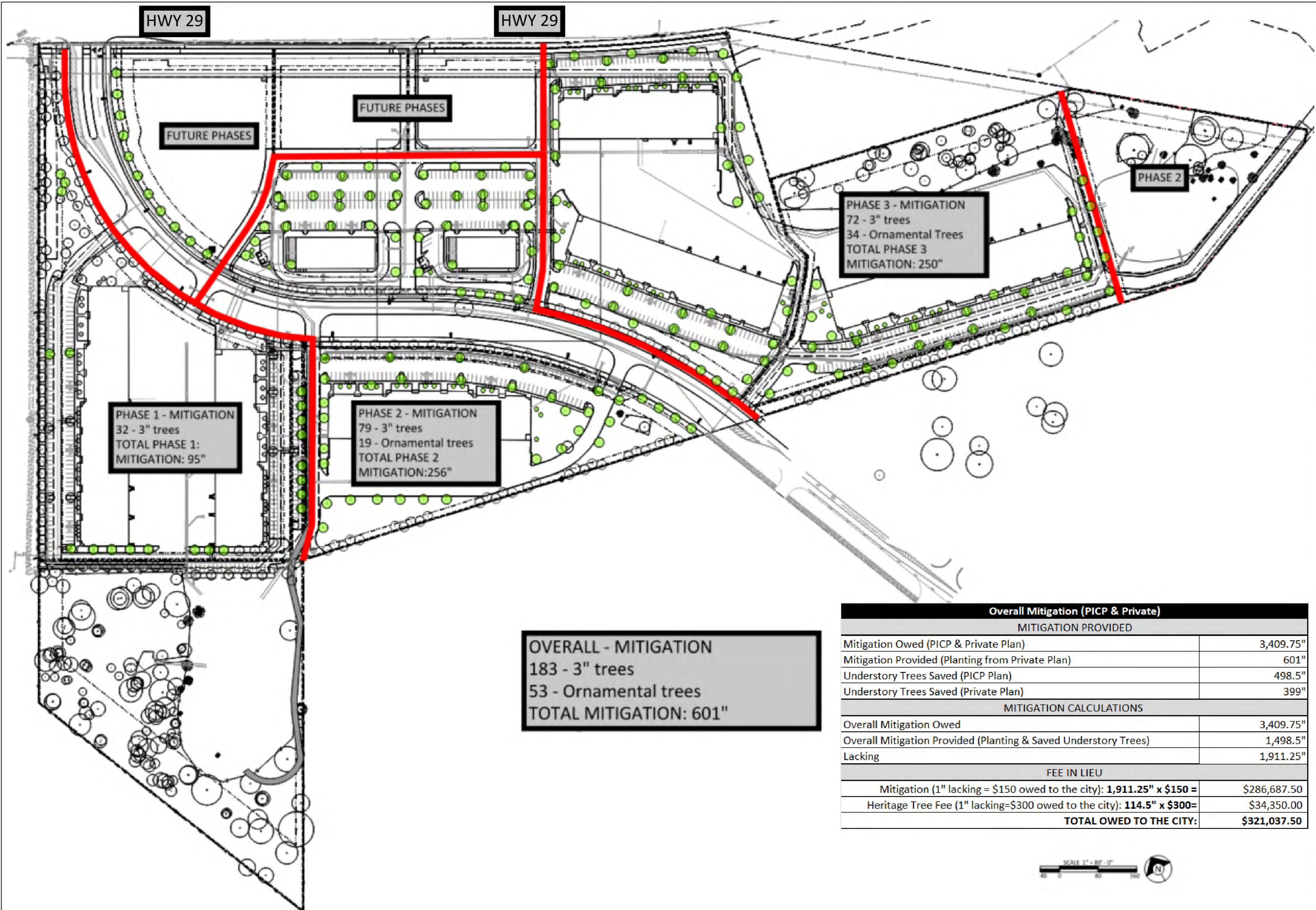
DDI Tree -

Heritage Tree Breakdown (26+\" Trees)

Overall Breakdown (16 Heritage Trees Total)
Heritage Trees Preserved: 10 Total Trees
Heritage Trees Removed: 6 Total Trees

Removal Breakdown:
Heritage Trees removed due to Easements: 2 Trees
Heritage Trees removed due to Detention Pond: 1 Trees
Heritage Trees removed due to DDI: 2 Trees
Heritage Trees removed due to Site Plan: 1





PHASE 1 - MITIGATION
32 - 3" trees
TOTAL PHASE 1:
MITIGATION: 95"

PHASE 2 - MITIGATION
79 - 3" trees
19 - Ornamental trees
TOTAL PHASE 2
MITIGATION: 256"

PHASE 3 - MITIGATION
72 - 3" trees
34 - Ornamental Trees
TOTAL PHASE 3
MITIGATION: 250"

OVERALL - MITIGATION
183 - 3" trees
53 - Ornamental trees
TOTAL MITIGATION: 601"

Overall Mitigation (PICP & Private)	
MITIGATION PROVIDED	
Mitigation Owed (PICP & Private Plan)	3,409.75"
Mitigation Provided (Planting from Private Plan)	601"
Understory Trees Saved (PICP Plan)	498.5"
Understory Trees Saved (Private Plan)	399"
MITIGATION CALCULATIONS	
Overall Mitigation Owed	3,409.75"
Overall Mitigation Provided (Planting & Saved Understory Trees)	1,498.5"
Lacking	1,911.25"
FEE IN LIEU	
Mitigation (1" lacking = \$150 owed to the city): 1,911.25" x \$150 =	\$286,687.50
Heritage Tree Fee (1" lacking=\$300 owed to the city): 114.5" x \$300=	\$34,350.00
TOTAL OWED TO THE CITY:	\$321,037.50



CLIENT
ST JOHNS PROPERTIES

DATE / ISSUE
03 APRIL 2025
ISSUE FOR P&Z REVIEW

LEANDER TECH PARK SUBDIVISION
INCLUDING LOT 1 BLOCK A; LOT 2 BLOCK A; LOT 3 BLOCK A;
LOT 4 BLOCK A; LOT 5 BLOCK A; LOT 6 BLOCK A; LOT 7 BLOCK
A; LOT 1 BLOCK B; LOT 2 BLOCK B
HWY 29,
LEANDER, TX, 78641

SCALE
1" = 80'-0"

PROJECT NUMBER
SJP-301

STATUS	DATE	BY
DRAWN	11/12/2024	SC, NK
CHECKED	11/12/2024	CS, NK

SHEET TITLE
MITIGATION
PROVIDED

SHEET NUMBER



CLIENT
ST JOHNS PROPERTIES

DATE / ISSUE

LEANDER TECH PARK SUBDIVISION
INCLUDING LOT 1 BLOCK A; LOT 2 BLOCK A; LOT 3 BLOCK A;
LOT 4 BLOCK A; LOT 5 BLOCK A; LOT 6 BLOCK A; LOT 7 BLOCK
A; LOT 1 BLOCK B; LOT 2 BLOCK B
HWY 29,
LEANDER, TX, 78641

SCALE

PROJECT NUMBER
SJP-301

STATUS	DATE	BY
DRAWN	11/12/2024	SC, NK
CHECKED	11/12/2024	CS, NK

SHEET TITLE

LARGE
SIGNIFICANT &
HERITAGE TREE
CHARTS

SHEET NUMBER

SD TREE INVENTORY

TAG#	Species	Condition	Size (inches)	Half Critical Zone (feet)	Significant Tree 2:1 >18"-<26"		Heritage Tree 3:1 >26"		Notes
					Preserved	Removed	Preserved	Removed	
1803	Post Oak		22.5	11.25		22.5			
1804	Post Oak		23	11.5		23			
1805	Post Oak	Poor	21.5	10.75		21.5			
1828	Post Oak	Fair	23.5	11.75		23.5			
1829	Post Oak		27	13.5				27	
1831	Post Oak		30.5	15.25				30.5	
1835	Post Oak	Fair	22	11		22			
1836	Live Oak	Poor	19	9.5		19			
1837	Live Oak	Fair	19	9.5		19			
1838	Post Oak	Poor	19.5	9.75		19.5			
1839	Post Oak	DDI	21.5	10.75					REF ARBORIST REPORT
1840	Post Oak	Fair	19	9.5		19			
1841	Post Oak	Poor	19.5	9.75		19.5			
1842	Blackjack Oak	Fair	21.5	10.75		21.5			
1845	Live Oak	Fair	18.5	9.25		18.5			
1846	Live Oak	Fair	22.5	11.25		22.5			
1917	Live Oak		29	14.5				29	
1918	Live Oak	Fair	21.5	10.75		21.5			
1919	Live Oak	Fair	21.5	10.75		21.5			
1920	Live Oak	Fair	21	10.5		21			
1921	Live Oak	Fair	20	10		20			
1922	Live Oak	Fair	24.5	12.25		24.5			
1923	Live Oak	Fair	19	9.5		19			
1924	Live Oak	Fair	18.5	9.25		18.5			
1925	Live Oak		32	16			32		
1926	Live Oak	Poor	26.5	13.25			26.5		
1927	Live Oak	Fair	21	10.5		21			
1928	Live Oak	Fair	19.5	9.75		19.5			
1929	Live Oak	Fair	19.5	9.75		19.5			
1930	Live Oak		31.5	15.75			31.5		
1931	Live Oak		29.5	14.75			29.5		
1932	Live Oak		22.5	11.25	22.5				
1933	Cedar Elm		22	11	22				
2698	Post Oak	Fair	18.5	9.25		18.5			
2700	Live Oak	Fair	24	12		24			
2702	Post Oak	Fair	18.5	9.25		18.5			
2704	Live Oak		31	15.5			31		
2705	Live Oak		19	9.5	19				
2709	Live Oak	DDI	20	10					REF ARBORIST REPORT
2710	Live Oak	DDI	36.5	18.25					REF ARBORIST REPORT
2711	Live Oak	DDI	20.5	10.25					REF ARBORIST REPORT
2713	Live Oak	Fair	19	9.5		19			
2714	Live Oak	Fair	21.5	10.75		21.5			
2715	Live Oak	Fair	20.5	10.25		20.5			
2716	Post Oak		19.5	9.75	19.5				
2717	Post Oak		19	9.5	19				
2719	Post Oak	Fair	18.5	9.25		18.5			
2720	Post Oak	Fair	20	10		20			
2721	Post Oak		28	14				28	
2722	Post Oak	Fair	22.5	11.25		22.5			
Subtotal Inches=					102	660	150.5	114.5	
Total inches by Category=						762		265	

PICP TREE INVENTORY

TAG#	Species	Condition	Size (inches)	Half Critical Zone (feet)	Significant Tree 2:1 >18"-<26"		Heritage Tree 3:1 >26"		Notes
					Preserved	Removed	Preserved	Removed	
1024	Post Oak	Fair	20.5	10.25	20.5				
1080	Post Oak	Fair	18.5	9.25		18.5			
1086	Post Oak	Fair	26	13			26		
1088	Live Oak	Fair	36	18			36		
1089	Live Oak	Fair	22.5	11.25	22.5				
1092	Live Oak	Fair	31	15.5			31		
1093	Live Oak	Fair	19.5	9.75	19.5				
1165	Red Oak	DDI	21	10.5					REF ARBORIST REPORT
1169	Live Oak	Fair	20	10	20				
1170	Live Oak	Fair	25.5	12.75	25.5				
1171	Live Oak	Fair	19	9.5	19				
1807	Live Oak		22	11	22				
1808	Post Oak		22	11	22				
1809	Post Oak	DDI	27.5	13.75					REF ARBORIST REPORT
1810	Post Oak		20	10	20				
1811	Live Oak		22	11	22				
1812	Live Oak		22.5	11.25	22.5				
1814	Live Oak		22	11	22				
1815	Live Oak		26	13			26		
1818	Live Oak		27	13.5			27		
1819	Live Oak		20.5	10.25	20.5				
1820	Live Oak	DDI	21.5	10.75					REF ARBORIST REPORT
1821	Live Oak		20	10	20				
1822	Live Oak		20.5	10.25	20.5				
1823	Live Oak		22	11	22				
1824	Live Oak		23.5	11.75	23.5				
1826	Post Oak	Fair	23	11.5		23			
1833	Post Oak	Fair	19	9.5		19			
1834	Post Oak	Fair	22.5	11.25		22.5			
2703	Post Oak	Poor	18.5	9.25		18.5			
Subtotal Inches=					364	101.5	146	0	
Total inches by Category=						465.5		146	

CLIENT
ST JOHNS PROPERTIES

DATE / ISSUE
03 APRIL 2025
ISSUE FOR P&Z REVIEW

LEANDER TECH PARK SUBDIVISION
INCLUDING LOT 1 BLOCK A; LOT 2 BLOCK A; LOT 3 BLOCK A;
LOT 4 BLOCK A; LOT 5 BLOCK A; LOT 6 BLOCK A; LOT 7 BLOCK
A; LOT 1 BLOCK B; LOT 2 BLOCK B
HWY 29,
LEANDER, TX, 78641

SCALE

PROJECT NUMBER
SJP-301

STATUS	DATE	BY
DRAWN	11/12/2024	SC, NK
CHECKED	11/12/2024	CS, NK

SHEET TITLE
PICP
MITIGATION
SUMMARY

SHEET NUMBER

TREE CALIPER INCHES (PICP)					
TREE SIZE (In Caliper Inches)	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" TO 18"	2114.5"	1167.5"	55.2%	947"	44.8%
>18" TO 26"	465.5"	364"	78.2%	101.5"	21.8%
SUBTOTAL 8" to 26"	2580"	1531.5"	59.4%	1048.5	40.6%
>26"	146"	146"	100.0%	0"	0%
TOTALS	2726"	1677.5"	61.5%	1048.5"	38.5%

TOTAL TREES (PICP)					
TREE SIZE (In Caliper Inches)	TOTAL TREES	SAVED TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
8" TO 18"	181	98	54.1%	83	45.9%
>18" TO 26"	22	17	77.3%	5	22.7%
SUBTOTAL 8" to 26"	203	115	56.7%	88	43.3%
>26"	5	5	100.0%	0	0%
TOTALS	208	120	57.7%	88	42.3%

OVERALL MITIGATION SUMMARY (PICP)								
DESCRIPTION	SIZE	CAL. IN REMOVED	REPLACEMENT RATIO	TOTAL MITIGATION INCHES	INCHES REPLACED/ PROVIDED	INCHES REMAINING	FEE/CAL IN.	FEE
Understory Trees (Preserved)	<8"		NA		498.5	295.5 (CREDIT)		
Significant Tree >50%	8" - 18"		1:1				\$150.00	
Significant Tree	>18" - <26"	101.5	2:1	203			\$150.00	
Heritage Tree	26"+		3:1				\$150.00	
Heritage Tree Removal Fee	26"+		NA				\$300.00	
			TOTAL INCHES:	203	498.5			

CLIENT

ST JOHNS PROPERTIES

DATE / ISSUE

03 APRIL 2025
ISSUE FOR P&Z REVIEW

LEANDER TECH PARK SUBDIVISION
INCLUDING LOT 1 BLOCK A; LOT 2 BLOCK A; LOT 3 BLOCK A;
LOT 4 BLOCK A; LOT 5 BLOCK A; LOT 6 BLOCK A; LOT 7 BLOCK
A; LOT 1 BLOCK B; LOT 2 BLOCK B

HWY 29,
LEANDER, TX, 78641

SCALE

PROJECT NUMBER

SJP-301		
STATUS	DATE	BY
DRAWN	11/12/2024	SC, NK
CHECKED	11/12/2024	CS, NK

SHEET TITLE

SD
MITIGATION
SUMMARY

SHEET NUMBER

TREE CALIPER INCHES (SD)					
TREE SIZE (In Caliper Inches)	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" TO 18"	4004.5"	459"	11.5%	3545.5"	88.5%
>18" TO 26"	762"	102"	13.4%	660"	86.6%
SUBTOTAL 8" to 26"	4766.5"	561"	11.8%	4205.5"	88.2%
>26"	265"	150.5"	56.8%	114.5"	43.2%
TOTALS	5,031.5"	711.5"	14.1%	4320"	85.9%

TOTAL TREES (SD)					
TREE SIZE (In Caliper Inches)	TOTAL TREES	SAVED TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
8" TO 18"	356	41	11.5%	315	88.5%
>18" TO 26"	37	5	13.5%	32	86.5%
SUBTOTAL 8" to 26"	393	46	11.7%	347	88.3%
>26"	9	5	55.6%	4	44.4%
TOTALS	402	51	12.7%	351	87.3%

OVERALL MITIGATION SUMMARY (SD)								
DESCRIPTION	SIZE	CAL. IN REMOVED	REPLACEMENT RATIO	TOTAL MITIGATION INCHES	INCHES REPLACED/ PROVIDED	INCHES REMAINING	FEE/CAL IN.	FEE
Understory Trees (Preserved)	<8"		NA		694.5 (339 + 295.5 PICP CREDIT)		NA	
Significant Tree >50%	8" - 18"	1543.25	1:1	1543.25	601	247.75	\$150.00	\$37,162.50
Significant Tree	>18" - <26"	660	2:1	1320		1320	\$150.00	\$198,000.00
Heritage Tree	26"+	114.5	3:1	343.5		343.5	\$150.00	\$51,525.00
Heritage Tree Removal Fee	26"+	114.5	NA				\$300.00	\$34,350.00
			TOTAL INCHES:	3409.75	1295.5			\$321,037.50

CLIENT
ST JOHNS PROPERTIES
DATE / ISSUE
03 APRIL 2025
ISSUE FOR P&Z REVIEW

LEANDER TECH PARK SUBDIVISION
INCLUDING LOT 1 BLOCK A; LOT 2 BLOCK A; LOT 3 BLOCK A;
LOT 4 BLOCK A; LOT 5 BLOCK A; LOT 6 BLOCK A; LOT 7 BLOCK
A; LOT 1 BLOCK B; LOT 2 BLOCK B
HWY 29,
LEANDER, TX, 78641

SCALE
PROJECT NUMBER
SJP-301
STATUS DATE BY
DRAWN 11/12/2024 SC, NK
CHECKED 11/12/2024 CS, NK
SHEET TITLE
OVERALL MITIGATION SUMMARY (PICP & SD)
SHEET NUMBER

OVERALL TREE CALIPER INCHES (PICP & SD)					
TREE SIZE (In Caliper Inches)	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" TO 18"	6119"	1626.5"	27.4%	4492.5"	72.6%
>18" TO 26"	1227.5"	466"	38.0%	761.5"	62.0%
SUBTOTAL 8" to 26"	7346.5"	2092.5"	28.5%	5254"	71.5%
>26"	411"	296.5"	72.1%	114.5"	27.9%
TOTALS	7757.5"	2389"	30.8%	5368.5"	69.2%

OVERALL TREES (PICP & SD)					
TREE SIZE (In Caliper Inches)	TOTAL TREES	SAVED TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
8" TO 18"	537	139	25.9%	398	74.1%
>18" TO 26"	59	22	37.3%	37	62.7%
SUBTOTAL 8" to 26"	596	161	27.0%	435	73.0%
>26"	14	10	71.4%	4	28.6%
TOTALS	610	171	28.0%	439	72.0%

OVERALL MITIGATION SUMMARY (PICP & SD)								
MITIGATION	SIZE	CAL. IN REMOVED	REPLACEMENT RATIO	TOTAL MITIGATION INCHES	INCHES REPLACED/ PROVIDED	INCHES REMAINING	FEE/CAL IN.	FEE
Understory Trees (Preserved)	<8"		NA		897.5"		NA	
Significant Tree >50%	8" - 18"	1543.25	1:1	1543.25	601"	44.75"	\$150.00	\$6,712.50
Significant Tree	>18" - <26"	761.5	2:1	1523		1523"	\$150.00	\$228,450.00
Heritage Tree	26"+	114.5	3:1	343.5		343.5"	\$150.00	\$51,525.00
Heritage Tree Removal Fee	26"+	114.5	NA				\$300.00	\$34,350.00
			TOTAL INCHES:	3409.75	1498.5			\$321,037.50

St. John Properties

Leander Tech
Leander, TX 78641

Thank you for the opportunity to serve you on this task. Tree identification, measurement, inspection, and arboriculture consultation were performed by a board-certified master arborist team which through related training and experience are familiar with the techniques and equipment used in such operations.

Assignment:

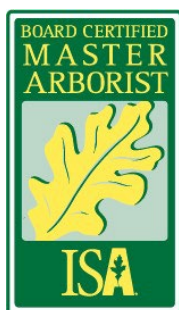
Tree Mann Solutions (TMS) Certified Arborist to inspect, identify, measure dbh (@48"), and provide condition rating with supportive notes for 4x key trees proposed for removal within the SD.

Summary:

- Tree Mann Solutions evaluated 1x Heritage (>26"+) and 2x large, protected (>18-26") trees proposed for removal within the PICP.
 - **Heritage:**
 - **T1809**, a 27.5" post oak, was found to be in very poor condition due to multiple significant storm breaks with resulting cavities with decay. There is a large cavity from approximately 15' above grade where a previous stem failed, running down into the trunk. This tree is not recommended for preservation.
 - **Large, protected:**
 - **T1165**, a 21" red oak, was found to be in very poor condition due to an extensive history of previous failures, excessive deadwood accumulation (50%+), and significant decay, and is not recommended for preservation.
 - **T1820**, a 21.5" live oak, was found to be in very poor condition due to a significantly diminished canopy with abundant deadwood, decay, and storm damage. There is a cavity on the western branch approximately 10' above grade and extensive decay and cavity on the eastern side of the trunk and decay into structural roots. Tree is also significantly unbalanced placing more weight on the defect. This tree is not recommended for preservation.

TMS recommends designing with good data, maintaining compliance with municipal tree regulations, and promoting healthy urban canopy through quality preservation and/or mitigation with new, well-planned plantings. If you have any questions and/or concerns regarding tree assessment on this site, please contact me at (512) 470-9073 or joe@treemannsolutions.com. We are here to help promote smart planning, aid efficient permitting, and ensure quality urban tree canopy preservation.

Respectfully,



Joe Zaniwski, BCMA, RCA

Central Texas Market Leader

TX-4294BM | TRAQ | TXOWQ | Municipal Specialist

RCA #847 | TDA#0798941 | TX Irrigator LI0024812

O: 888.433.6040 | M: 512.470.9073 | E: joe@treemannsolutions.com

asca RCA #847
Registered Consulting Arborist®

Tree Number	1809
Survey Number	
Tree Species	Post Oak
Diameter (DBH)	27.5
Multi Stem	
Condition	Very Poor
Notes	
Summary	This tree exhibits multiple significant storm breaks with decay and cavities present. Large cavity from approximately 15' above grade where previous stem failed running down into trunk. Sounding of trunk indicates large cavity. Damage observed on trunk from grade to 5'. Although this tree exhibits a moderately vigorous canopy, it is likely structurally unsound and not an ideal preservation candidate.

Photos









NORTHING (Y) Central	3081061.4270843
EASTING (X) Central	

Tree Number	1165
Survey Number	
Tree Species	Red Oak
Diameter (DBH)	21
Multi Stem	
Condition	Very Poor
Notes	fair structure & vigor, deadwood 15%-30%, 50% potential canopy
Summary	Tree was found to be in very poor condition due to extensive history of failures, excessive deadwood accumulation (50%+), and significant decay. It is not a suitable preservation candidate.

Photos











NORTHING (Y) Central	3081181.5044510933
EASTING (X) Central	

Tree Number	1820
Survey Number	
Tree Species	Live Oak
Diameter (DBH)	21.5
Multi Stem	
Condition	Very Poor
Notes	very poor structure & vigor
Summary	This tree exhibits a significantly diminished canopy with abundant deadwood, decay and storm damage. There is a cavity on W branch approximately 10' above grade and extensive decay and cavity on E side of trunk (tension side) and decay into structural roots. Tree is also significantly unbalanced placing more weight on the defect. Not recommended for preservation.

Photos









NORTHING (Y) Central	3081091.54946219
EASTING (X) Central	



St. John Properties

Leander Tech
Leander, TX 78641

Thank you for the opportunity to serve you on this task. Tree identification, measurement, inspection, and arboriculture consultation were performed by a board-certified master arborist team which through related training and experience are familiar with the techniques and equipment used in such operations.

Assignment:

Tree Mann Solutions (TMS) Certified Arborist to inspect, identify, measure dbh (@48"), and provide condition rating with supportive notes for 3x key trees proposed for removal within the SD.

Summary:

- Tree Mann Solutions evaluated 1x Heritage (>26"+) and 3x large, protected (>18-26") trees proposed for removal within the SD.
 - **Heritage:**
 - **T2710**, a 36.5" post oak, was found to be in very poor condition due to extensive dieback resulting in less than 5% viable canopy remaining; removal recommended.
 - **Large, protected:**
 - **T1839**, a 21.5" post oak, was found to be in very poor condition due to substantial decay encompassing over half of the lower stem's circumference and 75% of the tree's circumference just above grade. This tree is recommended for removal.
 - **T2709**, a 20" live oak, was found to be in very poor condition. It is nearly dead; removal recommended.
 - **T2711**, a 20.5" live oak, was found to be in very poor condition due to nearly no remaining living green canopy (less than 5% remaining), decay, and hypoxylon canker found in several areas. This tree is in decline and recommended for removal.

TMS recommends designing with good data, maintaining compliance with municipal tree regulations, and promoting healthy urban canopy through quality preservation and/or mitigation with new, well-planned plantings. If you have any questions and/or concerns regarding tree assessment on this site, please contact me at (512) 470-9073 or joe@treemannsolutions.com. We are here to help promote smart planning, aid efficient permitting, and ensure quality urban tree canopy preservation.

Respectfully,



Joe Zaniwski, BCMA, RCA

Central Texas Market Leader

TX-4294BM | TRAQ | TXOWQ | Municipal Specialist

RCA #847 | TDA#0798941 | TX Irrigator LI0024812

O: 888.433.6040 | M: 512.470.9073 | E: joe@treemannsolutions.com

asca | **RCA #847**
Registered Consulting Arborist®

Tree Number	2710
Survey Number	
Tree Species	Live Oak
Diameter (DBH)	36.5
Multi Stem	
Condition	Very Poor
Notes	
Summary	Almost no living green canopy (less than 5% remaining) in June. Neighbors of same species are fully foliated. Decay observed in canopy. Tree is in decline and recommended for removal.

Photos







NORTHING (Y) Central	3083059.23926988
EASTING (X) Central	

Tree Number	1839
Survey Number	
Tree Species	Post Oak
Diameter (DBH)	21.5
Multi Stem	
Condition	Very Poor
Notes	excessive decay
Summary	Very poor due to substantial decay encompassing over half of the lower stems circumference and 75% of the tree's circumference just above grade. Tree is structurally unsound and recommended for removal.

Photos







NORTHING (Y) Central	3083152.60859734
EASTING (X) Central	

Tree Number	2709
Survey Number	
Tree Species	Live Oak
Diameter (DBH)	20
Multi Stem	
Condition	Very Poor
Notes	
Summary	0% living green canopy which indicates serious internal defects. Tree is in decline and recommended for removal.

Photos





NORTHING (Y) Central

3083111.46131776

EASTING (X) Central

Tree Number	2711
Survey Number	
Tree Species	Live Oak
Diameter (DBH)	20.5
Multi Stem	
Condition	Very Poor
Notes	
Summary	Almost no living green canopy (less than 5% remaining) in June. Neighbors of same species are fully foliated. Decay observed in canopy and hypoxylon canker found in several areas. Tree is in decline and recommended for removal.

Photos





NORTHING (Y) Central	3083018.93964848
EASTING (X) Central	





EXECUTIVE SUMMARY
5/15/2025

AGENDA SUBJECT:

Discuss and consider the selection of Mayor Pro Tem for 2025-2026.

BACKGROUND:

Section 4.02, Mayor Pro Tem of the Home Rule Charter states “At its first regular meeting after each general election or a vacancy in the office of Mayor Pro Tem, the council shall elect one of its members to be Mayor Pro Tem for a one (1)- year term, or to fill the unexpired term resulting from the vacancy. Nominations for Mayor Pro Tem shall require a second and the Mayor Pro Tem shall be the councilmember who receives a majority of the votes cast but not less than four (4) votes. In the absence of the mayor, the Mayor Pro Tem shall perform the duties of the office of the mayor and in such capacity shall be vested with all powers conferred on such office. In the event of the failure, inability, or refusal of the mayor to act in respect to any matter or duty, the Mayor Pro Tem shall act. In the event the office of mayor becomes vacant, the Mayor Pro Tem shall serve as mayor until an election is held to elect a mayor to serve the unexpired term.”

Past Mayor Pro Tems

2024-2025	Na'Cole Thompson
2023-2024	Esme Mattke Longoria
2022-2023	Na'Cole Thompson
2021-2022	Becki Ross

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Charter Section 4.02 Mayor Pro Tem

ARTICLE IV. THE AUTHORITY AND LIMITATIONS OF THE CITY COUNCIL

Section 4.02. Mayor Pro Tem.

At its first regular meeting after each general election or a vacancy in the office of Mayor Pro Tem, the council shall elect one of its members to be mayor pro-tem for a one (1) year term, or to fill the unexpired term resulting from the vacancy. Nominations for mayor pro tem shall require a second and the mayor pro tem shall be the councilmember who receives a majority of the votes cast but not less than four votes. In the absence of the mayor, the mayor pro tem shall perform the duties of the office of the mayor and in such capacity shall be vested with all powers conferred on such office. In the event of the failure, inability, or refusal of the mayor to act in respect to any matter or duty, the mayor pro tem shall act. In the event the office of mayor becomes vacant, the mayor pro-tem shall serve as mayor until an election is held to elect a mayor to serve the unexpired term.



EXECUTIVE SUMMARY
5/15/2025

AGENDA SUBJECT:

Discuss and consider action on scheduling a one-day workshop in June to discuss and provide direction on transportation matters.

BACKGROUND:

City staff respectfully request that the City Council hold a one-day workshop in June to discuss and provide direction on the transportation matters impacting the community. Proposed discussion topics would include CapMetro, the Williamson County Road Bond Program, City transportation projects, and other transportation topics identified by the City Council. Meeting objectives would be to hold a focused discussion on each topic and establish short-term, near-term, and long-term objectives.

It is proposed that the workshop begin with a session on CapMetro. There have been significant concerns expressed within Leander as well as other member cities about the manner in which CapMetro is funded and a need to establish a more equitable financial structure. This portion of the discussion would include an update on core ridership and financial information, a review of the current legislative session, and options/opportunities for moving forward. Over the course of the current Texas Legislative Session, it has surfaced that communities throughout the State that are members of other transit agencies have similar concerns and needs. An opportunity may exist to bring multiple communities together to form a group or coalition that can develop a consistent platform and push for the legislative changes required to address the funding inequities and City staff anticipate that this will be a key part of this topic.

Leander has also been participating in the Williamson County Road Bond Program. There are four (4) ongoing projects for which Leander would participate that would require the allocation of an estimated \$65.5 million. City staff will be providing a full briefing of these projects to the City Council at the regular City Council meeting of May 15. These projects were developed several years ago, and it is important to discuss if these projects still meet City needs and whether additional City funding might be required. In addition, City staff have been informed that Williamson County may need to revise its funding plan due to significantly increased right-of-way and construction costs. This might mean that some of the Leander projects would not receive the anticipated allocations. However, this might also mean that planned City contributions can be repurposed to other priorities.

City staff have been working on a multi-year CIP, which includes roadway projects. Initial capital plans will be presented to the City Council for review and discussion.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends that the City Council schedule a one-day workshop to discuss and provide direction on transportation-related matters.

PRESENTER:

Todd Parton, City Manager

Fiscal Impact

Attachments: