



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



Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Tuesday, February 10, 2026
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM

Mayor – Vacant

Place 1 – Stephen Chang

Place 2 – Michael Herrera

Place 3 – Natomi Blair

Place 4 – Na'Cole Thompson, Mayor Pro Tem

Place 5 – Andrew Naudin

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. Discuss development priorities within the Hero Way South Employment Center.
4. Discuss and provide staff direction on potential amendments to the Travisso Municipal Utility District (MUD) agreements.

REGULAR MEETING – CONVENE AT 7:00 PM

5. Open Meeting, Invocation and Pledges of Allegiance.
6. Recognition of Special Guests and Visitors.
7. Roll Call.
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. Certificates of Recognition/Proclamations
 - Present a Certificate of Recognition to Kathy Howell for being selected as the first female President of the Texas Navy Association Board of Directors.

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on January 15, 2026.

11. Approval of Change Order No. 4 to Contract No. W.74-JBC-CIPS25-001 with Joe Bland Construction for the Construction Services for Bagdad Terminus Pump Station (CIP W.74) for changes in pipe alignment of pipe installation from the edge of right-of-way (ROW) to the center of Bagdad Road in the amount of \$499,199.00 for a new contract amount of \$20,553,418.00; and authorize the City Manager to execute any and all necessary documents.
12. Approval of Amendment No.4 to Task Order CFA-001 with CobbFendley & Associates, for additional services in support of alignment alternatives and plan updates relating to sidewalk/shared use path and streetscape area for improvements to South Street and West Drive (CIP T.17) increasing the current contract amount of \$1,362,247.90 by an amount of \$258,043.50, for a new contract amount of \$1,620,291.40; and authorize the City Manager to execute any and all necessary documents.
13. Approval of a Resolution to authorize the City Manager to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the improvements at the intersection of South Street and RM 2243 and US 183 as part of the City's South Street and West Drive Capital Improvement Project (CIP T.17).
14. Acceptance of public infrastructure improvements for Lively Tract Phase 5 associated with Case No. PICP-24-0120 for water and wastewater in compliance with the Development Agreement.
15. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-25-0194 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to HC-5-B (Heavy Commercial) on two (2) parcels of land 11.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R315913 and R031291; and generally located on the northside of RM 2243, approximately 1,100 feet east of the intersection with CR 269, Leander, Williamson County, Texas.
16. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-25-0200 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to HC-4-C (Heavy Commercial) on one (1) parcel of land 3.973 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031281; and generally located southeast of the intersection of CR 270 and Hero Way, Leander, Williamson County, Texas.
17. Approval of a Resolution of the City of Leander, Texas accepting the petition for the Alexander Tract Annexation Case A-25-0025 and the adjacent right-of-way (ROW) of CR 267 Annexation Case A-25-0026 regarding the voluntary annexation of 55.055 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032246; and the portion of the abutting ROW known as CR 267 and being generally located west of Kauffman Loop approximately 300 feet south of Equine Road and CR 267, Leander, Williamson County, Texas.
18. Approval of a Resolution of the City of Leander, Texas accepting the petition for the Hero Way West Elevated Storage Tank (EST) Annexation Case A-25-0024 regarding the voluntary annexation of 11.331 acres ± in size, more particularly described by Travis Central Appraisal District as Parcel 353992; and generally located south of Hero Way West and approximately 750 feet west of Honeycomb Mesa, Leander, Williamson and Travis County, Texas.

REGULAR AGENDA

19. Discuss and consider action on an addendum to a cooperation agreement under Texas Local Government Code, Section 392.059(b) to the Housing Authority of Travis County (HATC) to acquire, finance, renovate, operate, and manage an affordable housing development zoned as part of the Preserve at Mason Creek to address the parkland dedication requirements, more particularly described as 7.675 acres ± in size out of Williamson Central Appraisal District Parcel R655944; and generally located south of Horseshoe Drive, approximately 480 feet west of S. West Drive, Leander, Williamson County, Texas.

20. Council Member Closing Statements.

21. Convene into Executive Session pursuant to:

1. Section 551.071, Section 551.072 and Section 551.087, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of properties for public purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of a Chapter 380 Agreement(s) for Project EDA-25-008; and
2. Section 551.071 and Section 551.072, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of properties for public purposes, along with consideration of an Agreement by and between Northline Development, Alex Tynberg and the City of Leander for acquisition of property for public purpose.

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

1. Chapter 380 Agreement(s) Project EDA-25-008; and
2. Agreement by and between Northline Development, Alex Tynberg and City of Leander.

22. 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], 551.0761 [critical infrastructure/cybersecurity systems, policies, and contracts] critical infrastructure 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 23 day of January 2026 by 6:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
2/10/2026

AGENDA SUBJECT:

Discuss development priorities within the Hero Way South Employment Center.

BACKGROUND:

The purpose in this agenda item is to seek guidance from the City Council to aid in land use priorities within the Hero Way Employment Center. The Hero Way Employment Center is an area identified in the Future Land Use Map as part of the Comprehensive Plan and is shown in Attachment 1. A comprehensive plan is a long-range plan for the city that includes a vision for future development which includes land use, transportation, parkland, utilities, and economic development. This plan provides the foundation for zoning changes and other land use related decisions. The current plan was adopted in 2021 and created a future land use map that identified several land use categories. One of the categories is the Employment Center. The intent of this center is to encourage campus style development and bring employment opportunities to the city. The plan currently includes five (5) Employment Centers.

During May of 2025, the City Council took action to update the plan to clarify the desired development pattern with the Employment Centers. Staff has recently seen more requests from existing businesses that wish to expand their uses. While the City wants to support business retention and growth, these expansions are not consistent with the desired land use pattern as indicated by the Comprehensive Plan. The plan anticipates higher density employment centers while the current business need outdoor storage to support their uses. Staff is working with the development community to implement the Comprehensive Plan but is seeking clarification from the Council to confirm that Staff is providing guidance that is consistent with the desire of the Council. The City has two options to consider for this situation:

1. **Support a rezoning case to include the Heavy Commercial (HC) use component.** This option would establish permanent zoning for the property. In the event that the value of the land changes and the property is redeveloped, the property would have zoning that allows more intense uses and does not support the desired Employment Center development pattern. This use component supports the following uses that would not be considered compliant.
 - a. Bingo
 - b. Car Title Loans Shop/Business
 - c. Contractor and building material storage
 - d. Gaming Room Facility/Gaming Device
 - e. Hooka Lounge
 - f. Manufacture, assembly or processing of materials not classified as hazardous by the Fire Chief
 - g. Lounge
 - h. Mini-warehouse or self-service storage facilities [required to be set back at least 400 feet from a tollway, highway or arterial roadway or such facilities include exterior warehouse doors], warehouse and distribution, commercial storage. If the exterior surface area of all walls are comprised of 100% percent Masonry and comply with the Type A architectural component, then Mini-warehouse or self-service storage facility is permitted without the required 400 foot setback.

- i. Pawn Shop
- j. Payday Lending Business
- k. Research, Testing, and Development Laboratory (Intense)
- l. Retail sales, secondhand resale, and services
- m. RV, trailer, commercial motor vehicle and boat outdoor storage [required to be set back at least 400 feet from a tollway, highway or major arterial roadway]
- n. Tattoo and/or Body Piercing Parlor
- o. Vehicle and major equipment sales, rental or leasing, repair, body shop [Small engine repair shops and motorcycle repair shops shall not be permitted within 150 feet of a residential district unless such repairs are conducted totally within a fully enclosed building.]
- p. Warehouse and distribution
- q. Wood yard
- r. Wholesale activities
- s. Wrecker Impoundment, Towing [required to be set back at least 400 feet from a tollway, highway or major arterial roadway]
- t. Stand alone crematory or embalming establishment as long as the crematory stack is no closer than 200' from a restaurant or associated parking or from a residential district (unless such district is utilized for non-residential uses).

2. **Support a Special Use Permit (SUP).** This option would allow for the business to continue their use for a period of ten (10) years with the option to extend the permit at the end of the term. The SUP would not allow the uses that are not desirable by the city and the city would be able to provide feedback when the property redevelops in the future.

HISTORY/TIMELINE:

- 04/01/2021 Adoption of the Comprehensive Plan Update
- 06/01/2023 Update to the Comprehensive Plan to update the Transportation Master Plan
- 01/04/2024 Update to the Comprehensive Plan and Future Land Use Map
- 05/01/2025 Update the Employment Center Land Use Category

APPLICANT/AGENT:

Development Services Department

RECOMMENDATION:

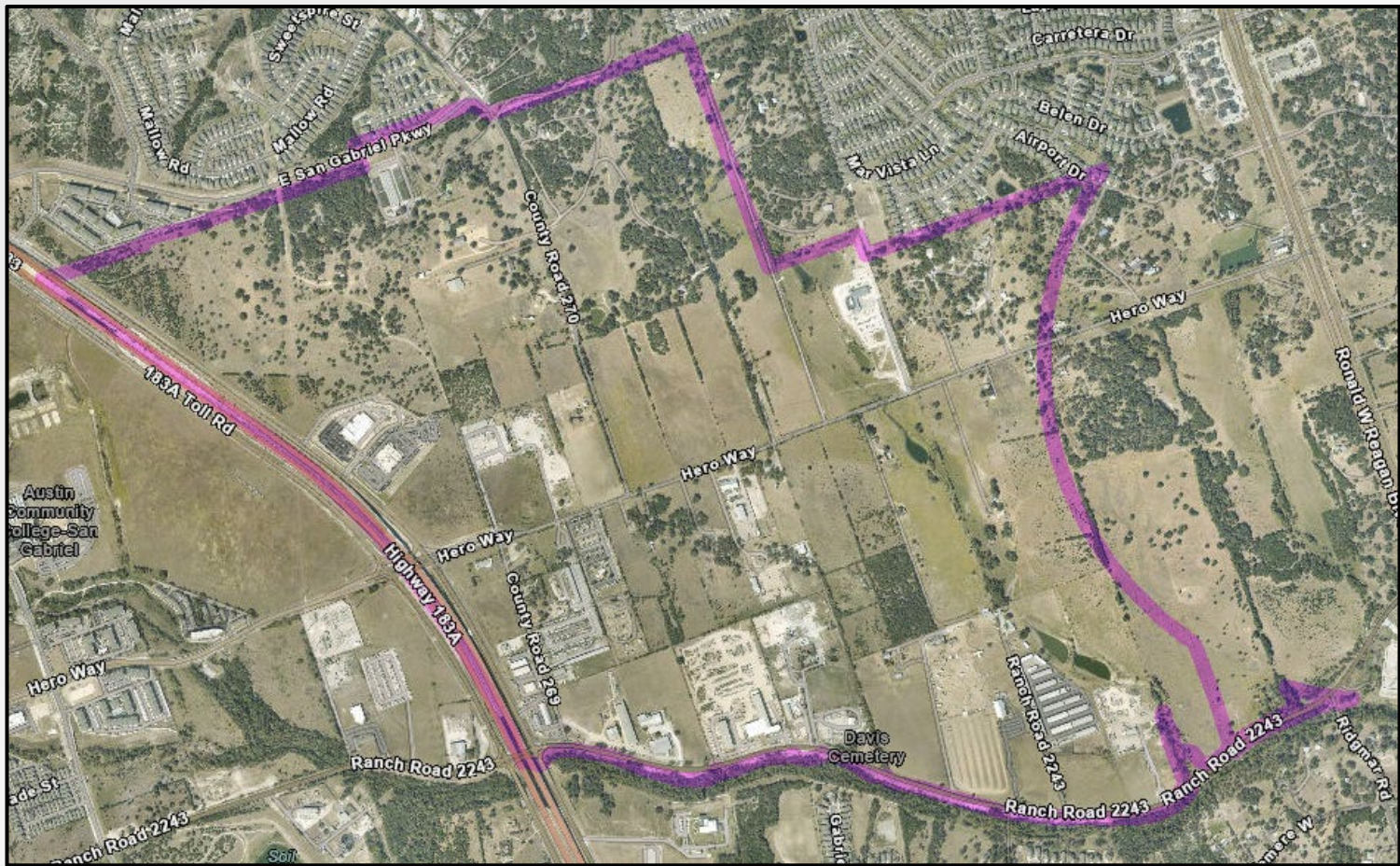
PRESENTER:

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

Fiscal Impact

Attachments:

- 1. Att 1 Hero Way South Employment Center Location Map
- 2. Att 2 Employment Center Land Use Category





EMPLOYMENT CENTER

Intent and Character

The Employment Center future land use category is for primary jobs and business in strategic locations. These areas are intended for regional-serving employment in planned campus-like environments for office, research, medical, manufacturing, light industrial, warehouse, and heavy commercial uses. To remain competitive in today's corporate marketplace, contemporary workforce-supporting elements such as amenities, retail and high-density residential are also encouraged in an integrated development pattern.

The Employment Center area is focused on meeting the plan goals of an attractive, high-quality business environment for investors to bring to Leander and grow/diversify the tax base. It complements other nearby regional mixed-use areas, but provides opportunities for larger-footprint, single-tenant buildings that can accommodate numerous employees. These areas may be developed with an auto-oriented, traditional character, or in a mixed-use urban design. The future land use map includes five Employment Centers - Heritage Grove, Hero Way North, Hero Way South, Hero Way East, and FM 1431 Employment Centers. Horizontal mixed use is only supported in the Hero Way South Employment Center.

Appropriate Land Use Types

Use	Appropriate Uses
Agricultural	Not appropriate
Residential	High-density residential may be allowed on a limited or conditional basis, only allowed as part of a vertical mixed use development, secondary to an employment use(s) in a project. Horizontal mixed use as a secondary use to an employment use (s) is supported in the Hero Way South Employment Center. Design of the high-density should be in urban and not suburban form. Single-family is not appropriate.
Commercial	Commercial retail, office, personal service, and restaurant uses, including drive-throughs. Retail uses are more appropriate for those types of uses which support the employment center but could be considered otherwise based on location and individual circumstances (e.g., at major intersections).
Industrial	Flexible office/warehouse, logistics and distribution centers, data centers, corporate offices and/or campuses, and light manufacturing.
Institutional	Utility and service uses (e.g., electrical substations, fire stations, etc.).
Other	Other uses could be permitted as limited or conditional basis, assuming integration with the design character for the Employment Center area.

Desired Mix*

(Land distribution)

100% Non-Residential

0% Residential

* Desired Mix applies to the first story building footprints.



Professional Office and Retail Strip



Office



Vertical Mixed-Use with Ground Floor Office/Retail

Guidance and Interpretation

The following recommendations should be considered for decision-making for zoning requests, development approvals, and regulatory adjustments:

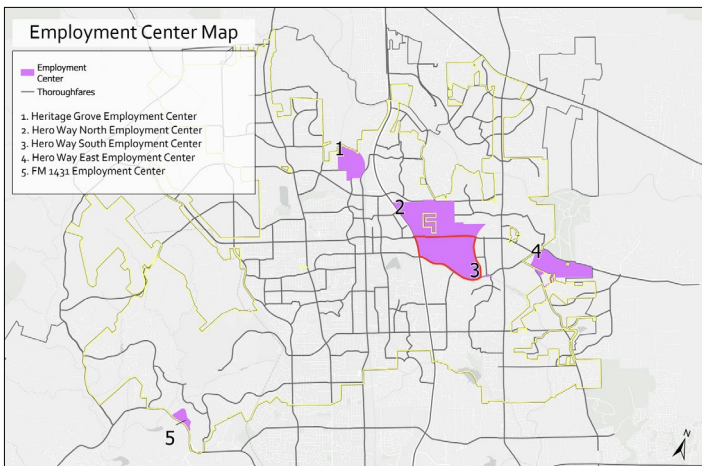
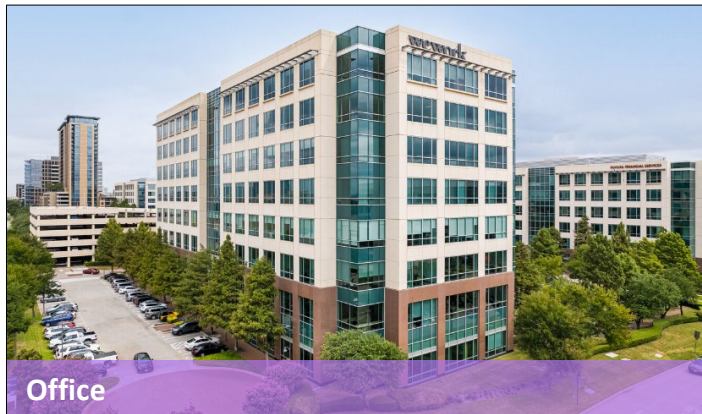
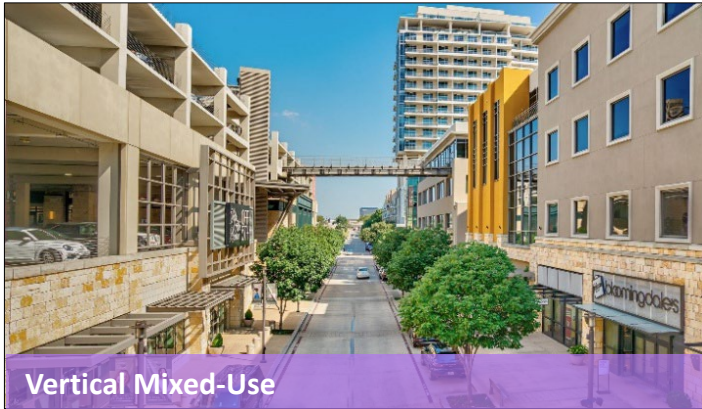
- New non-residential development should be located on and take access from a collector or greater road classification, or an internal road network designed as part of a larger center.
- Areas within this category should adhere to the recommended mix of non-residential and residential, measured by land distribution. This should be interpreted as a broad area distribution and not a project-by-project required mix. Decisions should be made considering broader community goals and market indicators at the time of proposal.
- Landscaping and aesthetic enhancements should be focused along the perimeter, particularly on major streets and highways, to maintain an attractive gateway feeling.
- Heavy commercial and manufacturing uses should not be zoned adjacent to residential-planned or zoned areas. Such commercial users should take access from internal streets, where practical, and separated with transitional zoning districts and substantial buffering from residential.
- Primary Employer is defined as a business and/or industry that produces goods or services for statewide, national, or international markets. The goods and services are exported to consumers outside of the local region, resulting in a stream of new income for the local economy. Common primary employers are manufacturing, medical and technology mixed-use developments.
- Campus-style development is intended for regional-serving, primary employers in a planned, campus-like environment for office, research, medical, manufacturing, light industrial and heavy commercial uses. This development type would typically be seen as a mixed-use planned development primarily consisting of non-residential uses supported by high-density, multi-story residential in an integrated pattern. Defining aspects of the campus style development would include large green space/buffering areas, collaborative spaces/zones, outdoor amenities for both workers and community and walkable sidewalks/bike lanes.

Existing Zoning Suitability

- General Commercial (GC)
- Local Office (LO)
- Planned Unit Development (PUD)
- Heavy Commercial (HC)
- Local Commercial (LC)

Code Assessment Considerations

- Create a “Corporate Campus” zoning district to distinguish the desired office complimentary—from the Local Office district.
- Parking lot and bufferyard landscaping should be used to soften auto-oriented uses and create a suburban character.
- Trucking and loading may be likely, as well as noise and lighting, so appropriate screening and distance are required to ensure compatibility with abutting less intense/dense development areas.
- Review height, setback, and lot coverage restrictions to ensure regulations are not too restrictive that they discourage development.



Guidance and Interpretation for the Hero Way South Employment Center

In addition to the recommendations listed on page 95, the following recommendations should be considered for decision-making for zoning requests, development proposals, and regulatory adjustments for areas located between Hero Way and RM 2243, designated as Employment Center #3:

- New developments should be approved in form of a Planned Unit Development to coincide with the Employment Center Guide – Employment Center #3 (the Guide).
- Development within this area is intended to be developed as campus-style development with Primary Employers, as defined on page 95.
- When residential uses are proposed, they should be intended to be supplemental to the Primary Employer and should not be the primary use. A land use mix will be required to include commercial, green space, and/or residential ratios while providing incentives including alternative density, height, and setbacks, as referenced in the Guide.
- Proposed retail uses should be intended to support the Primary Employers and residential uses within the development and should not be the primary use. These uses may include retail, restaurants, and personal services that are intended to serve both the employees and residents within the development.
- Green space included in the development is intended to serve both the employees and residents of the development. Trails connecting residential, retail, and commercial uses are encouraged throughout the development. Trails that connect to the trails shown on the Transportation Master Plan are preferred. The area that is dedicated as green space within the development may be used as parkland credit for the residential uses. For developments that do not include residential uses, the dedication of green space may result in incentives such as reduced setbacks, as referenced in the Guide.
- Structured parking that is used for both the residential and non-residential uses is encouraged. This area may be considered as residential uses when calculating the area percentages referenced in the Guide. A parking plan for the overall site may be considered to allow for a reduction in minimum parking requirements as a result of shared parking.

Existing Zoning Suitability

- General Commercial (GC)
- Heavy Commercial (HC)
- Local Office (LO)
- Local Commercial (LC)
- Planned Unit Development (PUD) required if horizontal or vertical mixed use is proposed.



EXECUTIVE SUMMARY
2/10/2026

AGENDA SUBJECT:

Discuss and provide staff direction on potential amendments to the Travisso Municipal Utility District (MUD) agreements.

BACKGROUND:

On September 18, 2025, City Council received a presentation from representatives of Taylor Morrison regarding their proposal for certain amendments to the municipal utility districts (MUDs) that overlay the Travisso development. MUDs 19, 20, and 21 that were created in 2012 as in-city districts that were created to finance construction and soft costs related to water, wastewater, collector roads, storm sewer, and parks improvements.

Each MUD includes a Facilities Agreement that consents to the issuance of debt to fund specific improvements. These Facilities Agreements established caps on the amount of bonds that could be issued within each MUD:

- MUD 19 = \$74,182,000.00;
- MUD 20 = \$88,113,000.00; and
- MUD 21 = \$56,717,000.00.

Each Facilities Agreement also contains a provision that establishes a maximum MUD property tax rate of \$0.2371 per \$100 of valuation. This property tax rate is rebated to Travisso for its debt service. As a result, Travisso property owners do not pay any increased property tax assessments to cover their MUD debt service obligations.

At the September City Council meeting, Taylor Morrison presented its desire to remove the debt service cap. City Council was open to considering this amendment.

Taylor Morrison and City staff are finalizing key discussion points for presentation to the City Council at this meeting. These points will be presented in detail and City staff will be requesting direction from the City Council.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends that the City Council receive a presentation on potential amendments to Travis County Municipal Utility Districts 19, 20, and 21 and provide direction to City staff.

PRESENTER:

Todd Parton, City Manager

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
2/10/2026

AGENDA SUBJECT:

Approval of the minutes for meeting held on January 15, 2026.

BACKGROUND:

Attached are the minutes for meeting held on January 15, 2026.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 01.15.2026



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



Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, January 15, 2026
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM

Mayor – Vacant

Place 1 – Stephen Chang

Place 2 – Michael Herrera

Place 3 – Natomi Blair

Place 4 – Na'Cole Thompson, Mayor Pro Tem

Place 5 – Andrew Naudin

Place 6 – Becki Ross

City Manager – Todd Parton

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:00

2. Roll Call.

Roll call reflected all present.

3. Receive presentation regarding citywide wildfire adaptive community initiative.

The presentation included: vision and mission; Wildland Urban Interface (WUI); growth in WUI; risk reduction zones; Texas 2011 fire season; highly combustible vegetation; wicking fences; ember storm; first line of defense; home ignition zone; wildfire challenge in Leander; Leander's Fire Adapted Community (FAC) concept; Three Pillars of Leander FAC; our roadmap; current operational capacity; building on our momentum; tools for success; a call to action; and request for action.

Briefing workshop adjourned at 6:53 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:03 p.m.; Pastor Wendell Holmes provided the invocation; and Mayor Pro Tem Thompson 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.]

None.

7. Recognition of Special Guests and Visitors.

8. Proclamations.

1. Proclamation recognizing Martin Luther King, Jr. March and Celebration on January 19, 2026.

9. Staff Reports

1. Water update includes Sandy Creek Water Treatment Plant (CIP W.69), Brushy Creek Regional Utility Authority, and County water needs.
2. Capital Improvement Project update includes Automated Metering Infrastructure (CIP W.42) conversation timeline, benefits to residents, how information is being communicated to residents, and where to find updates on the City's website.
3. Capital Improvement Project update includes Senior Center (CIP P.6) completion and opening timeline.

Water update included status of various BCRUA construction projects; BCRUA planned shutdown; Sandy Creek Water Treatment Plant activities; and Williamson County Water Group schedule.

Automated metering infrastructure (AMI) update included project team; what is included in AMI; network coverage; activities to date; current changes to original proposal; deployment areas and starting timeframe; project schedule; customer portal; and what to expect.

Senior Center update included soft opening on January 13; temporary certificate of occupancy; parks staff occupying the building; and punch list.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda item 10 through 23.

By: Councilmember Chang

Seconded: Councilmember Ross

Vote: 6 - 0

10. Approval of the minutes for meetings held on December 24, 2025 and January 6, 2026.
11. Approval of a Resolution appointing Christine Welborn as the Early Voting Ballot Board Judge and Barbara Reed as the alternate judge for the February 7, 2026, Special Election to fill vacancies in the office of Mayor and Place 4 on the City Council; authorize the appointment of up to fourteen (14) clerks to conduct the hand counting of ballots cast through mail ballots, and in-person voting during early voting and on election day; and establishing compensation at an hourly rate of \$20.00 for the election judge, and an hourly rate of \$18.00 for the alternate judge and clerks.
12. Ratify the City Manager's appointment of Dennis Farris to the City of Leander Fire Fighters' Civil Service Commissioner with a term expiring in January 2029.
13. Approval of Amendment 4 to Task Order KFA-56 with K Friese & Associates, Inc., relating to the Sandy Creek Water Treatment Plant (SCWTP) residuals management improvements and addition of

redundant treatment module project (CIP W.69), for additional professional service hours necessary to cover increased coordination efforts due to various construction work defects in the amount of \$60,652.50 for a new contract amount of \$1,545,743.00; and authorize the City Manager to execute any and all necessary documents.

14. Approval of the purchase of library materials, including print, audio, and digital materials, as well as other auxiliary supplies and library support services, from Brodart Company using Texas Smart Buy Contract 715-M2 in the amount of \$105,000.00 for the term of the Smart Buy contract expiring October 31, 2026; and authorize the City Manager to execute any and all necessary documents.
15. Approval of purchase of four (4) Ford trucks for Public Works from Sewell Ford of Odessa to replace vehicles which have exceeded their asset life in the total amount of \$287,390.00 utilizing existing Contract L00321 (Solicitation S24-003) with Sewell Family of Companies for the purchase of fleet vehicles; and authorize the City Manager to execute any and all necessary documents.
16. Approval of the Second Reading of an Ordinance regarding the amendment to the existing Contract for Solid Waste Disposal and Collection Services between the City of Leander and AI Clawson Disposal, Inc., effective August 6, 2020, which is an exclusive contract for provision of Solid Waste collection and disposal services within the City, as well as other services providing to extend the term of the contract for three (3) years to January 31, 2029; and authorize the City Manager to execute First Amendment to the contract.
17. Approval of the Second Reading of an Ordinance granting a franchise to Google Fiber Texas, LLC, described as a non-exclusive franchise to install, maintain, operate, and control fiber optic infrastructure network in public right-of-way of the City of Leander, Texas.
18. Approval of a Resolution to apply for a grant through the Capital Area Metropolitan Planning Organization (CAMPO) 2025 Fall Call for Project for Safe Routes to School Plan and Hero Way South service road project with federal funding for Fiscal Years 2028–2031; committing full local funding for the projects; and authorize the City Manager to execute any and all necessary documents.
19. Approval of a Resolution to apply for a grant from the 2027 State and Local Cybersecurity Grant Program (SLCGP) mitigation projects for a cybersecurity risk mitigation for City water infrastructure risk and resilience assessment consisting of mitigating cybersecurity risk to the City of Leander water system at a cost of \$50,000.00 with \$15,000.00 matching funds; and authorize the City Manager to execute any and all necessary documents.
20. Approval of a Resolution to apply for a grant from the 2027 state and local Cybersecurity Grant Program (SLCGP) workforce development projects for a cybersecurity administration training for Microsoft artificial intelligence (AI) project consisting of training of information technology staff for advanced technologies at a cost of \$10,000.00 with \$3,000.00 matching funds; and authorize the City Manager to execute any and all necessary documents.
21. Approval of a Resolution to apply for a grant from the 2027 State and Local Cybersecurity Grant Program (SLCGP) governance and planning projects for a governance, risk and compliance program development project consisting of a third-party consulting expert to design and implement a foundational program at a cost of \$100,000.00 with \$30,000.00 matching funds; and authorize the City Manager to execute any and all necessary documents.
22. Approval of a Resolution to apply for a grant from the 2027 State and Local Cybersecurity Grant Program (SLCGP) assessment and evaluation projects for a cybersecurity framework assessment consisting of a third-party cybersecurity risk assessment at a cost of \$50,000.00 with \$15,000.00 matching funds; and authorize the City Manager to execute any and all necessary documents.
23. Approval of a Resolution to apply for a grant from the 2027 Active Attack Response Equipment Grant Program for an equipment project consisting of five (5) bullet-resistant shields and fifteen (15)

breaching tools at a cost of \$40,000.00 with no matching funds; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

24. Conduct a Public Hearing regarding Zoning Case Z-25-0194 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to HC-5-B (Heavy Commercial) on two (2) parcels of land 11.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R315913 and R031291; and generally located on the northside of RM 2243, approximately 1,100 feet east of the intersection with CR 269, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0194 as described above.

Public Hearing opened at 7:54 p.m.; Public Hearing closed at 7:54 p.m. No one spoke in favor or opposition of the request.

Motion: Approve First Reading of an Ordinance regarding Zoning Case Z-25-0194, following a discussion.

By: Councilmember Naudin
Seconded: Councilmember Blair

Vote: 6 - 0

25. Conduct a Public Hearing regarding Zoning Case Z-25-0200 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to HC-4-C (Heavy Commercial) on one (1) parcel of land 3.973 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031281; and generally located southeast of the intersection of CR 270 and Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0200 as described above.

Public Hearing opened at 7:56 p.m.; Public Hearing closed at 7:56 p.m. No one spoke in favor or opposition of the request.

Motion: Approve First Reading of an Ordinance regarding Zoning Case Z-25-0200.

By: Councilmember Naudin
Seconded: Councilmember Blair

Vote: 6 - 0

REGULAR AGENDA

26. Discuss and consider action regarding Tree Removal Case TRP-25-0038 for the removal of multiple Heritage Trees associated with the Glory Hill Public Improvement Construction Plans (PICP-25-0217), more particularly described by Williamson County Central Appraisal District Parcel R082171 and R082172; and generally located at the eastern terminus of Private Road 921, Williamson County, Texas.

Motion: Approve Tree Removal Case TRP-25-0038, following a discussion.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Chang

Vote: 6 - 0

27. Discuss and consider action regarding Tree Removal Case TRP-25-0043 for the removal of multiple Heritage Trees associated with the Harvest Retreat (SD-24-0196), more particularly described by Williamson County Central Appraisal District Parcel R680242, and commonly known as 14751 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

Motion: Approve Tree Removal Case TRP-25-0043.

By: Councilmember Chang
Seconded: Councilmember Blair

Vote: 6 - 0

28. Discuss and consider action regarding Tree Removal Case TRP-25-0045 for the removal of multiple Heritage Trees associated with the Titan Commerce Center (SD-25-0379), more particularly described by Williamson County Central Appraisal District Parcels R099758, R086290, R108828, R031580 and R555207, and generally located to the northeast of the intersection of CR 270 and Hero Way, Leander, Williamson County, Texas.

Motion: Approve Tree Removal Case TRP-25-0045, following a discussion.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Blair

Vote: 6 - 0

29. Discuss and consider action on the approval of the Barksdale Phase 3 and 4 Phasing Plan associated with Subdivision Case CP-25-0048 on three (3) parcels of land 52.96 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R338810, R407804, and R407805; generally located northwest of the intersection of CR 175 and Journey Parkway, Leander, Williamson County, Texas.

Motion: Approve Barksdale Phase 3 and 4 Phasing Plan associated with Subdivision Case CP-25-0048.

By: Councilmember Naudin
Seconded: Councilmember Chang

Vote: 6 - 0

30. Discuss and consider action regarding Ordinance Cases OR-21-0004 and OR-21-0005 to amend the Subdivision Ordinance and Chapter 13 Utilities regarding phasing for residential development; and to provide for related matters; Williamson & Travis Counties, Texas.

Motion: Approve no changes to the Ordinance regarding Ordinance Cases OR-21-0004 and OR-21-0005 amending Subdivision Ordinance and Chapter 13 Utilities relating to phasing residential development, following a discussion.

By: Councilmember Ross

Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

31. Discuss and consider action on an Ordinance to amend Article 9.08 of the local ordinances regarding the classifications and number of positions in the Leander Fire Department, reclassifying seven (7) Lieutenant positions to seven (7) Captain positions.

Motion: Approve an Ordinance amending Article 9.08 regarding the classifications and number of positions in the Leander Fire Department.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Blair

Vote: 6 - 0

32. Council Member Closing Statements.

Stephen Chang - wished his brother a happy birthday; and invited everyone to the MLK Day March and Celebration.

Michael Herrera - commented on Leander Fire and Police Award Banquets; thanked the fire and police for keeping the city safe and everything they do; and supports funding for all law enforcement agencies.

Natomi Blair - commented on the soft opening of the Senior Center; thanked staff, along with past and present leaders for support of the facility; and reminded of Maya Angelou's quote, "People will forget what you said, people will forget what you did, but people will never forget how you made them feel."

Andrew Naudin - commented on this day in 1967, the first Super Bowl was held; the Greenbay Packers beat the Kansas City Chiefs; and in 1977 the Eagles song Hotel California hit #1.

Na'Cole Thompson - stated tonight's dinner was from Jersey Mike's; reminded everyone to shop locally; commented on Let's Talk Series; and encouraged everyone to attend the MLK March and Celebration event.

33. Convene into Executive Session pursuant to

1. Section 551.071, Section 551.072 and Section 551.087, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of properties for public purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of a Chapter 380 Agreement(s) for Project EDA-25-008; and
2. Section 551.071 and Section 551.072, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of properties for public purposes, along with consideration of an Agreement by and between Northline Development, Alex Tynberg and the City of Leander for acquisition of property for public purpose.

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

1. Chapter 380 Agreement(s) Project EDA-25-008; and
2. Agreement by and between Northline Development, Alex Tynberg and City of Leander.

Recessed into Executive Session at 8:33 p.m.; reconvened into open session at 9:11 p.m.

1. No action.
2. No action.

34. Adjournment

Adjourned at 9:12 p.m.

APPROVED

MAYOR PRO TEM

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
2/10/2026

AGENDA SUBJECT:

Approval of Change Order No. 4 to Contract No. W.74-JBC-CIPS25-001 with Joe Bland Construction for the Construction Services for Bagdad Terminus Pump Station (CIP W.74) for changes in pipe alignment of pipe installation from the edge of right-of-way (ROW) to the center of Bagdad Road in the amount of \$499,199.00 for a new contract amount of \$20,553,418.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

As part of the City of Leander Water Master Plan, the Bagdad Terminus project completes a series of water system improvements that began in 2019 to increase distribution capacity to flow a greater volume of potable water from the Brushy Creek Regional Utility Authority (BCRUA) water treatment plant, allowing the City to store more water, move more water up Bagdad Road to the north area of the City, and increase the pressure plane.

The work consists of the removal and replacement of the existing Terminus Pump Station building and existing pumps, removal and replacement of the existing 750,000-gallon steel ground storage tank and replacing it with a 1.5 MG (million gallon) concrete tank, the addition of a new 24" water transmission water line on Bagdad Road from the Terminus Pump Station to Crystal Falls Parkway, connecting to an existing 18" water line at Crystal Falls Parkway, the replacement of existing 12"-18" water lines with a new 16" waterline, and connecting distribution lines ranging in size from approximately 3"-12" to tie back into the Crystal Falls storage tanks.

This project will provide additional capacity to smooth out the peaks and valley usage, provide greater pressure to meet demand, move greater amounts of water to the growing parts of the City, and provide more durable and dependable infrastructure.

Change Order No. 4 is for changes in pipe alignment of pipe installation from the edge of ROW to the center of Bagdad Road. This change occurred to avoid a previously undetected/unknown natural gas line which snaked back and forth just outside the roadway along the ROW. By moving the pipe to the center of the roadway, the City avoids impacts to driveways, curbs, and culverts. However, this change adds costs for stabilized fill, asphalt replacement, and additional traffic controls that were not part of the original scope of work. After applying all credits and cost increases, Change Order No. 4 necessitates a net increase of \$499,199.00, increasing the total contract amount to \$20,553,418.00.

HISTORY/TIMELINE:

03/06/2025 – City Council approved contract with Joe Bland Construction for the Construction Services in the amount of \$19,968,518.00.

08/11/2025 – City Manager approved Change Order No.1 for the Atmos gas line pothole in the amount of \$49,000.00, for a new contract amount of \$20,017,518.00.

08/15/2025 – City Staff approved Change Order No.2 to address asphalt differences in the amount of \$6,945.00, for a new contract amount of \$20,024,463.00.

10/08/2025 – City Manager approved Change Order No. 3 to add 16" to 12" tie-in at Blueline Drive and add flex base to flow fill in the amount of \$29,756.00, for a new contract amount of \$20,054,219.00.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of Change Order No. 4 to Contract No. W.74-JBC-CIPS25-001 with Joe Bland Construction in the amount of \$499,199.00 for a new contract amount of \$20,553,418.00; and authorizing the City Manager to execute any and all necessary documents.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$499,199.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Water Impact Fees

Attachments:

1. Change Order No. 4
2. W.74 - Terminus Project Map

CHANGE ORDER NO. 4

Owner:	City of Leander	Owner's Project No.:	W.74
Engineer:	Huitt-Zollars, Inc.	Engineer's Project No.:	N/A
Contractor:	Joe Bland Construction	Contractor's Project No.:	N/A
Project:	Bagdad Terminus - Pump Station, Ground Storage Tank, and Water Lines		
Contract Name:	W.74-JBC-CIPS25-001		
Date Issued:	March 6, 2025		


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

Description: Change in Alignment of pipe installation from edge of right-of-way (ROW) to center of Bagdad Road. This change occurred to avoid a previously undetected/unknown natural gas line which snaked back and forth just outside of roadway along the ROW. There are credits for not destroying private driveways, curbs, and culverts, and added costs for including stabilized fill, asphalt replacement, and additional traffic controls, which were not part of original scope of work.

Attachments: Joe Bland Change Order Proposals

Change in Contract Price
Original Contract Price:
\$19,968,518.00
Previously incorporated Change Orders:
\$85,701.00
Contract Price Incorporating Previous Change Orders:
\$20,054,219.00
Increase this Change Order No. 4:
\$499,199.00
Contract Price incorporating this Change Order:
\$20,553,418.00
Change in Contract Times
The CONTRACT TIME will be increased by zero (0) calendar days for the substantial completion of improvements.


Recommended by Engineer

Signature: 
 Name: Rey Gonzalez
 Title: Project Manager
 Date: 1/7/26

Authorized by Owner

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

Accepted by Contractor

Signature: 
 Name: Steve Fuquay
 Title: Project Manager
 Date: 1/7/26

Digitally signed by Steve Fuquay
 DN: cn=Steve Fuquay, o=Joe Bland Construction, ou=Project Manager, email=Steve.Fuquay@jbc.com, c=US
 Date: 2026.01.08 07:43:29-0600

Joe Bland Construction, LLC
 9500 W. Parmer Lane
 Austin, Texas 78717
 (512) 821-2808 • Fax: (512) 821-2805

To: Tony Bettis, PMP
 CIP Program Manager
 City of Leander-Engineer/CIP

Job: Bagdad Terminus Improvements

Date: **9/5/2025**

W.74 Bagdad Terminus Improvements					
ITEM NO.	DESCRIPTION	U/M	QUANTITY	UNIT PRICE	AMOUNT
1	Deduct Concrete Driveways	SF	-10605	\$ 12.00	\$ (127,260.00)
2	Deduct remove and Replace Single Culverts (1-18")	Lf	-394	\$ 175.00	\$ (68,950.00)
3	Deduct New safety End Treatments fo Single Culverts (1-18")	EA	-20	\$ 1,200.00	\$ (24,000.00)
4	Deduct Remove and Replace Double Culverts (2-18" RCP)	EA	-139	\$ 225.00	\$ (31,275.00)
5	Deduct Install New Safety End Treatments (2-18")	EA	-4	\$ 7,500.00	\$ (30,000.00)
6	Deduct 6" Reinforced Ribbon Curb	LF	-350	\$ 22.00	\$ (7,700.00)
7	Deduct Remove and Replace 6" Curb and Gutter	LF	-847	\$ 24.00	\$ (20,328.00)
8	Deduct Regrade Existing Channel	LF	-450	\$ 7.00	\$ (3,150.00)
9	Deduct Temporary Mailbox Assembly	EA	-17	\$ 200.00	\$ (3,400.00)
10	Install and Remove Additional Traffic Control Barriers (CTB)	LF	1189	\$ 35.00	\$ 41,615.00
11	Additional Flow Fill For Street Cut, Including Fire Hydrant Leads	CY	2573	\$ 155.00	\$ 398,815.00
12	Additional Striping (Temp/Permanent)	LF	2378	\$ 9.00	\$ 21,402.00
13	Additional 4" Asphalt Paving for Turn Lane and Fire Hydrant Leads	SY	3331	\$ 90.00	\$ 299,790.00
14	Labor, Equipment and Materials to Install Additional 6" DI Pipe and Fittings for Fire Hydrant Leads	LF	289	\$ 125.00	\$ 36,125.00
15	Additional 2" Poly for AARV	LF	69	\$ 25.00	\$ 1,725.00
16	Additional Subgrade Prep	SY	3158	\$ 5.00	\$ 15,790.00
				Total	\$ 499,199.00

SUBMITTED BY:
Joe Bland Construction, L.P.

Steve Fuquay, Project Manager _____

9/5/25

Date

City of Leander _____

Date

By: _____

Engineers Approval : _____

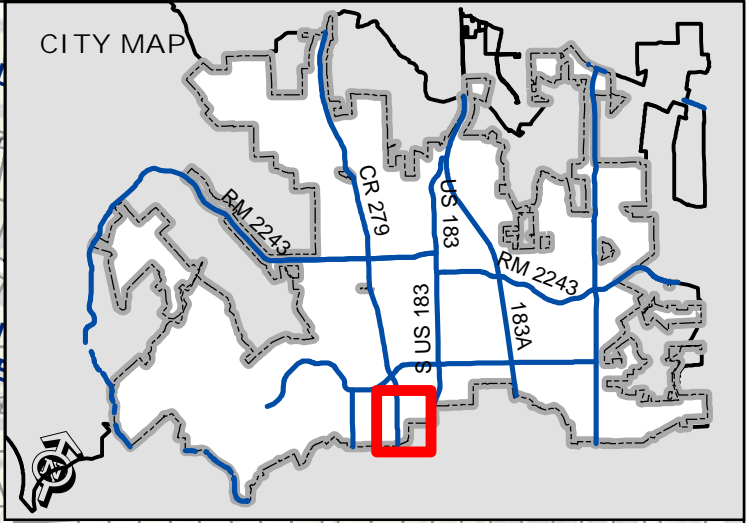
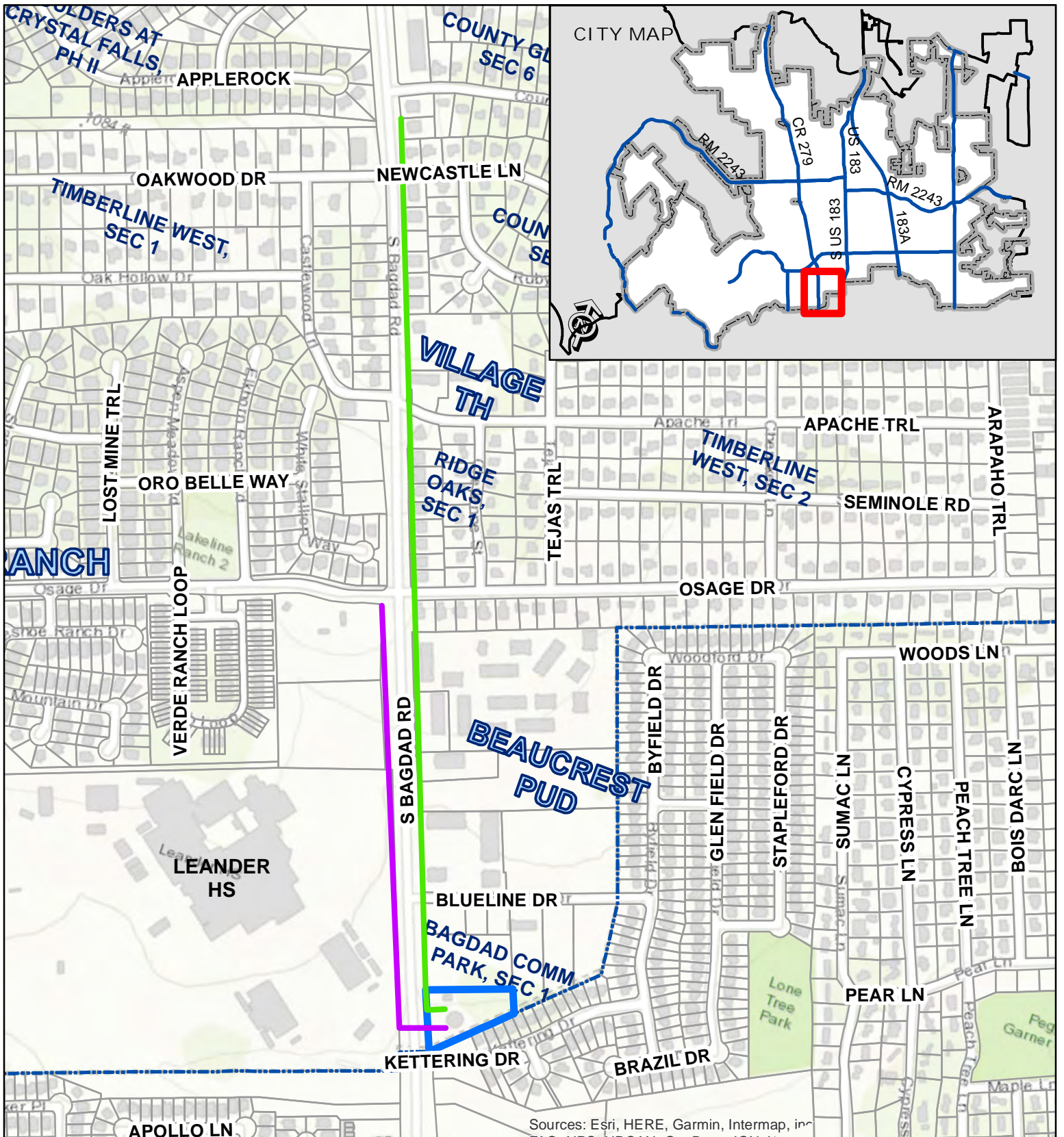
Date

By: _____

Engineers Approval : _____

Date

By: _____



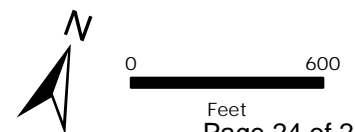
CIP Program

Location Map: W.74 Terminus Tanks

- Project Area
- City Limits
- 16" Waterline
- 24" Waterline



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. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use, or misuse of the information herein provided.





EXECUTIVE SUMMARY
2/10/2026

AGENDA SUBJECT:

Approval of Amendment No.4 to Task Order CFA-001 with CobbFendley & Associates, for additional services in support of alignment alternatives and plan updates relating to sidewalk/shared use path and streetscape area for improvements to South Street and West Drive (CIP T.17) increasing the current contract amount of \$1,362,247.90 by an amount of \$258,043.50, for a new contract amount of \$1,620,291.40; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Engineering and design for the widening and improvements to South Street in Old Town and to West Drive from South Street to just north of Horseshoe Drive was awarded to CobbFendley & Associates (CobbFendley) on February 2, 2023, in the amount of \$1,137,791.30. The project was initiated to address safety concerns and traffic congestion along these street sections. The scope of work incorporates multiple Capital Improvements Program (CIP) projects — (1) T.17 Intersection Improvement for South Street and West Drive, (2) T.49 W. South Street Improvements, and (3) T.53 S. West Drive Improvements.

The engineering and design for the scope of work includes widening the sections of W. South Street and S. West Drive, improving the profile and structures of the roads, improving driveways and intersections, placing utilities and communications underground, adding storm drains, sidewalks and street illumination, realigning South Street at the intersection with West Drive, adding a center turn lane, adding a right and left turn lane on South Street at US Highway 183, and modifying the traffic signal for these new dedicated turns.

CobbFendley submitted 60% plans in February 2025, based on the approved preliminary alignment developed in the 30% phase. After the 60% submittal, the City decided to examine the layout of the cross-section more closely with respect to the sidewalk/shared use path and buffer area between the back of curb and the shared use path in consideration of conflicts with existing development and constrained right-of-way. CobbFendley worked closely with City staff to understand these issues and revise the cross-section(s), and develop alignment options for Engineering Department review. In August 2025, City staff approved revisions to the alignments/cross-sections and CobbFendley began updating the plans accordingly. Amendment No. 4 is required to address the revised alternatives and resulting updates to the 60% plans and to allow the project to progress to the 90% submittal.

HISTORY/TIMELINE:

02/02/2023 – City Council approval of Task Order No. CFA-001 to design the improvements to South Street and West Drive in the amount of \$1,137,791.30.

08/23/2024 – Amendment No.1 was approved for a zero-dollar change to balance the current itemized costs.

09/19/2024 – Amendment No. 2 was approved by City Council for additional services pertaining to on-street parking, detention ponds, and graphic rendering in the amount of \$174,597.50, for a new contract value of \$1,312,388.80.

10/08/2025 – Amendment No. 3 was approved by the City Manager for additional coordination efforts with CapMetro and TxDOT in the amount of \$49,859.10, for a new contract value of \$1,362,247.90.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of Amendment No.4 to Task Order CFA-001 with CobbFendley & Associates, increasing the current contract amount by \$258,043.50, for a new contract amount of \$1,620,291.40; and authorizing the City Manager to execute any and all necessary documents.

PRESENTER:

Tony Bettis, PMP, CIP Program Manager

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	\$258,043.50
<u>Expenditure (New / Amended):</u>	Yes
<u>Recurring or one-time:</u>	New
<u>Fund source (Operating / Utility / etc.):</u>	One-time
	CAPMETRO FUNDS

Attachments:

1. Amendment No. 4
2. Aerial Location Map

CONTRACT AMENDMENT FOR PROFESSIONAL SERVICES

AMENDMENT NO. 4 TO TASK ORDER NO. CFA-001

This will constitute authorization between the CITY OF LEANDER, TEXAS (Owner) and CobbFendley & Associates (Firm), to adopt AMENDMENT NO.4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

CITY OF LEANDER

T.17 Improvements to South Street and West Drive

A. AMENDMENT DESCRIPTION

Additional Services added to Task Oder CFA-001 outlined in the attached Alignment Alternatives and Plan Updates. The payable will increase from the original Task Order amount of \$1,362,247.90 to \$1,620,291.40. Total amendment amount of \$258,043.50.

B. EXHIBITS ATTACHED TO THIS AMENDMENT

- CobbFendley & Associates Alignment Alternatives and Plan Updates

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Attest

Date _____

ACCEPTED:

COBBFENDLEY & ASSOCIATES.

By Julie Hastings

Title Vice President

Attest Amber Vandermeij
Digitally signed by Amber Vandermeij
DN: cn=US, e=avandermeij@cobbfendley.com,
c=Amber Vandermeij
Date: 2025.12.23 14:49:48-0600

Date 12/23/2025

October 22, 2025

Ms. Tessa Heines, PE
Project Manager
City of Leander
201 N Brushy St.
Leander, TX 78641

RE: City of Leander – South Street and West Drive Improvements (T.17)
Alignment Alternatives and Plan Updates
Amendment Number 4 to Task Order CFA-001

Ms. Heines:

Cobb, Fendley & Associates Inc. (CobbFendley) is pleased to present the following proposal to the City of Leander (City) for the update of the West South Street and South West Drive project layouts. CobbFendley submitted 60% plans in February 2025 based from the approved preliminary alignment developed in the 30% phase. After the 60% submittal, the City decided to take a closer look at the layout of the cross section with respect to the sidewalk/shared use path and buffer area between the back of curb and shared use path. CobbFendley worked closely with the City to understand updated priorities and preferences with respect to the updated cross-section and developed several iterations of an updated alignment for City review. In August 2025 the City approved our updated alignment/cross-section and CobbFendley began updating the plans to adjust for the revised layout. This proposal is for the effort to develop the revised alternatives and update our 60% plans with the new layout so the project can progress toward the 90% submittal.

Basic Services

The following sections detail the anticipated scope of services for this project.

I. Project Management

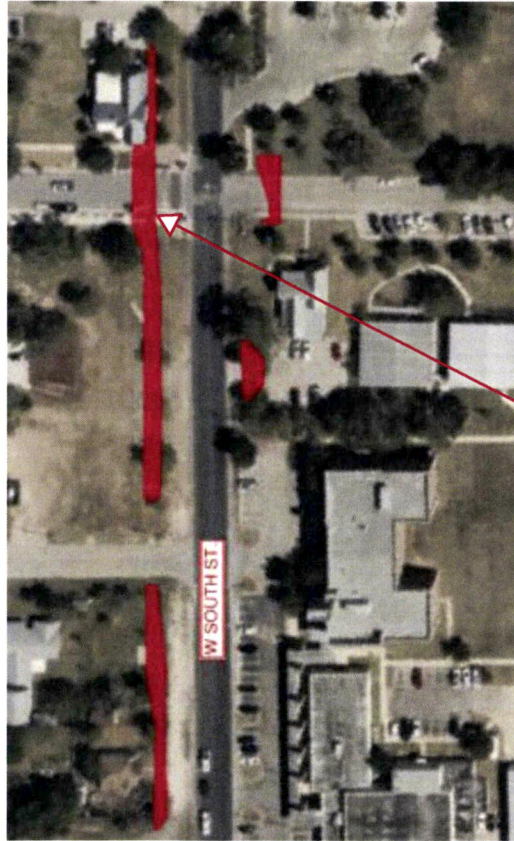
1. Project Management During Alignment Alternative and Plan Updates.
 - Alternative alignment updates and city coordination: March 2025 – August 2025
 - Update 60% plans with new alignment: August 2025 – September 2025
- a. Project Management. CobbFendley will prepare monthly progress reports, invoices, and billings to the City during the alternative analysis and design update phase of the project. Assume 7 months for alternative analysis and design update.
- b. Progress/Coordination Meetings. Unless otherwise noted, this proposal assumes that the meetings in this section will be held virtually.
- i. Monthly Coordination. CobbFendley will attend monthly coordination meetings with the City Project Manager. This proposal assumes 7 months for alternatives analysis and design update. CobbFendley will prepare the agenda and record meeting minutes. CobbFendley will send the meeting minutes to the team within three (3) business days of the meeting date.

- ii. Internal Coordination. CobbFendley will conduct internal coordination meetings with the project team as required to advance the development of the project. This proposal assumes bi-weekly meetings for the duration of the alternative analysis and design update.
- c. Project Schedule. CobbFendley will develop and maintain a critical path project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. CobbFendley will include the most current schedule to the City as part of the Progress Reports described in Item I.1.a.

II. Design Phase – Update Plans to 60% with new Roadway Layout

The CobbFendley team will update the existing design to a 60% completion level with the new roadway layout. Further design development will be covered by the existing design contract.

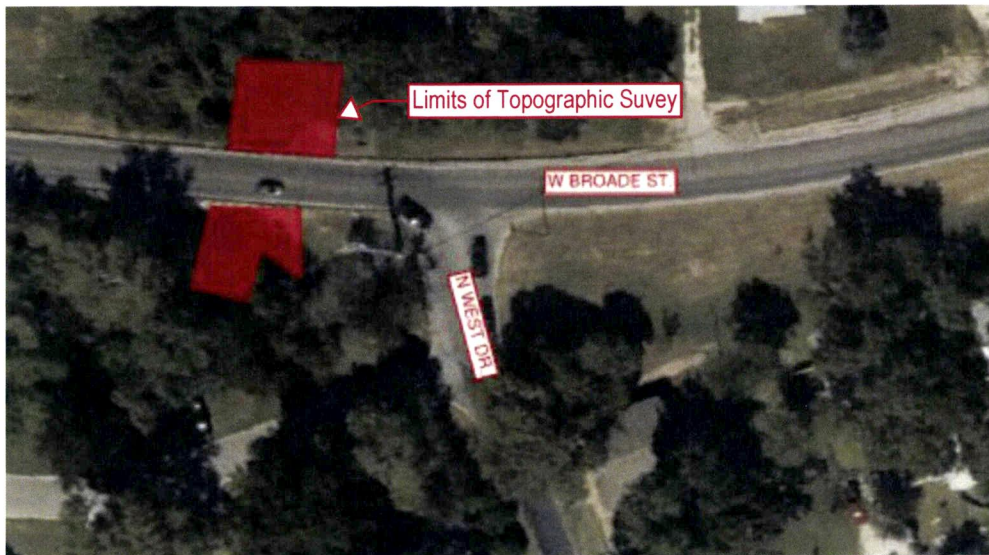
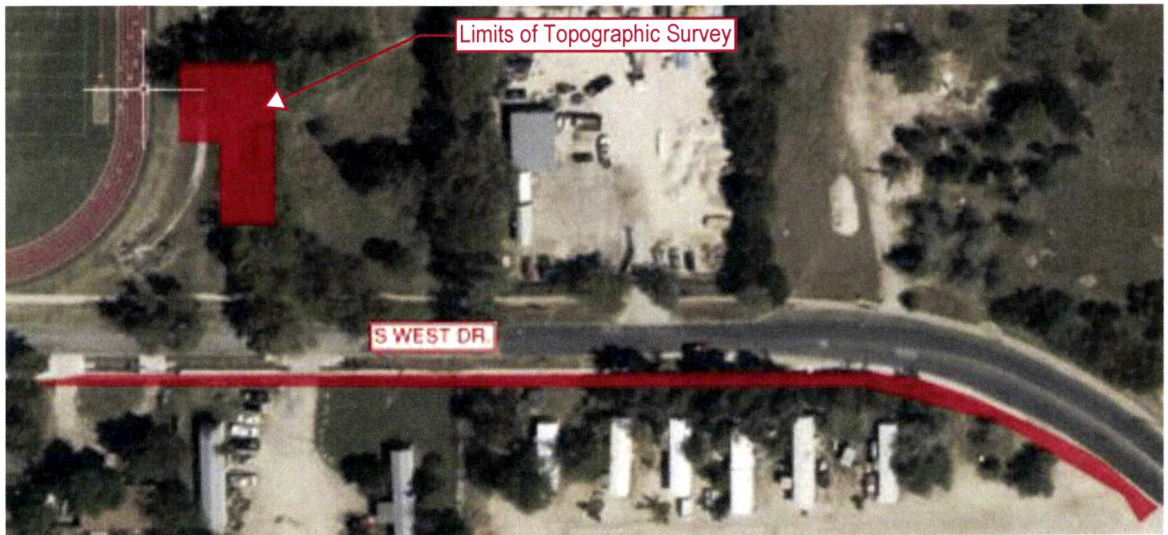
1. Design Phase Utility Adjustment Coordination Services.
 - a. Utility Coordination: Reassess utility conflicts based on revised 60% plans and coordinate with non-joint bid utilities
2. Additional Topographic Survey.
 - a. Limited topographic survey of approximately 3,850 linear feet along West South Street and South West Drive, which will include: 1-foot contours, data will be collected on a 50' grid with natural ground, grade breaks, edge of concrete structures, overhead power, telephone or signal lines, buried cable markers or signs, above ground visible evidence of underground lines, power poles, guy anchors, and other important features / grade break points.
 - b. A survey drawing in AutoCAD format, will be prepared depicting the data collected at time of survey.
 - c. Limits of topographic survey are shaded red:



Limits of Topographic Survey

Limits of Topographic Survey





3. Plan, Specifications, and Estimate (PS&E).

- a. Roadway Plans. CobbFendley will prepare updated design plans to the 60% completion level based on the revised roadway layout. The following list details the different components of the plans that will require modification prior to moving to the 90% design submittal:
- i. Alternatives Analysis / Coordination. Upon submittal of the 60% plans, CobbFendley received new direction from the City on priorities with respect to the sidewalk layout and buffer zones along South Street and West Drive. CobbFendley updated the plan layout based on this direction and follow up conversations. Following the City's coordination meeting with Leander ISD, further refinements to the West Drive alignment were requested, including maintaining 5' buffers where feasible, maintaining a 10' SUP on the east side of the road, and updating ROW limits where needed. Illumination poles were also adjusted based on new feedback. CobbFendley prepared three iterations of the updated cross-sections and alternatives and coordinated with the City to optimize the design and balance the City's preferences with site constraints. The final alternative alignment was approved in August 2025.
 - ii. 3D Corridor Modeling. CobbFendley will update a 3D corridor model for the road to be used for design. The 3D model will be used to prepare profiles, cross sections, and driveway and intersection grading. The model will be created using Civil3D corridor modeling software and will include proposed drainage structures.
 - iii. Project Layout Sheets. CobbFendley will update project layout sheets with new roadway layout. The sheets will be plan views only of an overview layout of the project. The sheets will be 1"=100' scale and double-banked. (2 Sheets)
 - iv. Typical Section Sheets. CobbFendley will update proposed typical section sheets with the revised cross-sections. This could also include the addition of new typical sections based on updated layouts. (4 Sheets)
 - v. Traffic Control Plan Narrative Sheet. CobbFendley will evaluate the TCP Narrative and update to accommodate the new roadway layout. Due to the change in typical section along West Drive, specifically the elimination of parking that was planned to be used as travel way during phased construction, the TCP along West Drive will have to be re-evaluated.
 - vi. Traffic Control Plan Layout Sheets. CobbFendley will update traffic control plan layout sheets for the updated roadway layout. The sheets will be 1"=40' scale and double-banked. (15 sheets)
 - vii. Erosion and Sedimentation Control Sheets. CobbFendley will update Erosion and Sedimentation Control sheets for the updated roadway layout. The sheets will be 1"=40' scale and double-banked. (7 Sheets)
 - viii. Removal Sheets. CobbFendley will update sheets for the removal of existing features in the project area for updated roadway layout. The sheets will be 1"=100' scale and double-banked. (6 Sheets)
 - ix. Roadway Alignment Sheets. CobbFendley will update sheets containing horizontal and vertical alignment data of South St for the updated roadway layout.

- x. Roadway Plan and Profile Sheets. CobbFendley will update plan and profile sheets for South Street and West Drive for the updated roadway layout. The sheets will be 1"=40' (H) and 1"=10' (V) scale. (11 Sheets)
 - xi. Roadway Cross Sections. CobbFendley will update cross-section sheets for South Street and West Drive for the updated roadway layout. The cross sections will be cut every 50'.
 - xii. Driveway Plan and Profile Sheets. CobbFendley will update driveway plan and profile sheets for the affected driveways on South St and West Drive for the updated roadway. The sheets will be 1"=10' (H) and 1"=4' (V) scale. (29 Driveways)
 - xiii. Signing and Pavement Marking Sheets. CobbFendley will update signing and pavement marking sheets for the updated roadway layout. The sheets will be 1"=40' and double-banked. (6 Sheets) Additionally, striping will be extended from the current project end at Horseshoe Drive south to the next intersection at Sonny drive adding approximately 800' of additional striping (1 additional sheet)
 - xiv. Proposed Drainage Area Map Sheets. CobbFendley will update drainage area map sheets showing proposed drainage areas for the updated roadway layout. The sheet will be 1"=100'. (1 Sheet)
 - xv. Drainage Computation Sheets. CobbFendley will update drainage computations for the updated roadway layout.
 - xvi. Drainage Plan and Profile Sheets. CobbFendley will update plan and profile sheets for proposed drainage infrastructure for the updated roadway layout. The sheets will be 1"=40' (H) and 1"=4' (V). (10 Sheets).
 - xvii. Drainage Lateral Profile Sheets. CobbFendley will update profile sheets for the proposed storm sewer laterals for the revised roadway layout. These sheets will be 1"=40' (H) and 1"=4' (V). (28 Laterals)
 - xviii. Water Quality Mitigation Computation Sheets. CobbFendley will update water quality pond computations for the revised roadway layout.
 - xix. Quantities. CobbFendley will update quantities for the revised roadway layout.
 - xx. QA/QC. CobbFendley will conduct quality reviews of each submittal item prior to the 60%, 90%, and 100% submittals.
- b. Traffic Plans
- i. Illumination Layouts. CobbFendley will update illumination plans for South Street and West Drive. CobbFendley will update the illumination design for the revisions along South Street and West Drive. This will include a revision of the Illumination layout sheets (8 total), circuit diagram sheets (2 total), and voltage drop calculations (3 sheets).
 - ii. Traffic Signal Layouts. CobbFendley will update the traffic signal design for the revisions along South Street. This will include a revision of the proposed signal layout sheet (1 total), and proposed wiring diagram (1 sheets).
 - iii. Flashing Beacons and Conduits.
 - CobbFendley will design a rectangular rapid flashing beacon (RRFB) layout for a crosswalk on West Drive between Municipal Drive and South Street. It will use solar power panels and radio

communications. 1 Sheet total to be 1" = 40' scale for the 90% and 100% Design plans. CobbFendley will update the signage and pavement markings for the new crosswalk. CobbFendley will update quantities for the RRFB beacons.

- CobbFendley will design conduits and ground boxes at three (3) intersections for future use for traffic signal or HAWK signals. Three (3) sheets total at 1"=40' scale for the 90% and 100% submittals. The intersections are:
 - a) South Street at Brushy Street
 - b) South Street at West Drive
 - c) South Street at Municipal Drive
- c. Joint-Bid Duct Bank Design. CobbFendley will update the 60% overhead to underground conversion to include 5-4" PVC conduits and associated pulling points for City of Leander communication infrastructure. The existing design will also be updated to incorporate the changes to the roadway alignment.
 - i. Update 3D model with additional City of Leander communication conduit and roadway adjustments
 - ii. CobbFendley will prepare a detail sheet for the City of Leander pull box. Assume 1 sheet.
 - iii. CobbFendley will prepare plan and profile sheets for the additional City of Leander communication conduit for the 60%, 90%, and 100% design plans. These sheets will be 1"=40' (H) and 1"=4' (V). This assumes 14 sheets and the conduit is in the joint duct bank.
 - iv. CobbFendley will prepare plan and profile sheets for the proposed joint bid duct bank to match the updated roadway plans for the 60%, 90%, and 100% design plans. These sheets will be 1"=40' (H) and 1"=4' (V). This assumes 14 sheets.
 - v. CobbFendley will update the EOPC at the 60%, 90%, and 100% design plans.
 - vi. CobbFendley will perform a QAQC process on the joint bid duct bank design at the 60%, 90%, and 100% design levels.

Exclusions

The services listed below are not included in this proposal. Should the City decide to add these services to the scope of this project, CobbFendley can provide a proposal as requested.

- ROW or Easement Acquisition Services
- PEC and Telecommunication Cable/Wiring Design
- Utility Related Permitting
- Retaining Wall Design
- Detention Pond Design
- TxDOT Environmental Review

- Section 404 Permitting and USACE & USFWS coordination

We propose to perform the services listed in this supplemental request for a Time and Materials Not-to-Exceed fee as describe below. The following table is a summary of the fee breakdown for CobbFendley and its subconsultants. The full breakdown of the proposed fee is in the attached Exhibit A along with the current 2025 CobbFendley Standard Rate Table.

Task	Fee
I. Project Management	\$19,232.50
II. Design Phase	
1. Utility Coordination	\$15,660.00
2. Topographic Survey	\$10,946.00
3. Design	
a. Roadway	\$116,365.00
b. Traffic	\$53,420.00
c. Power / Duct Bank	\$42,420.00
Total SA4	\$258,043.50

Please contact me or Julie Hastings with comments and/or questions at 512-834-9798.

Sincerely,

Julie Hastings, PE, MBA
 Vice President | Department Manager

EXHIBIT A Fee Breakdown

EXHIBIT A - FEE ESTIMATE
City of Leander, Texas
South Street and West Drive Reconstruction and Widening
Supplemental Amendment No 4 - Alternative Analysis and Plan Update
October 22, 2025

Professional Service Description		Total Task Hours	Total Labor Cost	Staff									
				Project Manager V	Project Manager III	Project Engineer I	Grad Engineer I	Senior Technician II	Project Coordinator II	2-Person Crew	Senior Tech II (Survey)	Technician III	RPLS - Project Manager
BASIC SERV BASIC SERVICES		1376.0	\$ 258,043.50	96.0	148.5	443.5	404.0	212.0	7.0	30.0	6.0	27.0	2.0
I	Project Management												
1	Project Management During Preliminary & Design Phase												
a	Project Management (Assume 7 Months)	14.0	\$ 3,500.00	7.0					7.0				
b	Progress/Coordination Meetings												
i.	Monthly Coordination (Assume 7 Meetings)	28.0	\$ 7,507.50	10.5	7.0	10.5							
ii.	Internal Coordination (Assume 14 Meetings)	35.0	\$ 7,000.00	7.0		14.0	7.0	7.0					
c	Project Schedule (Assume 7 Months)	3.5	\$ 1,225.00	3.5									
II	Design Phase - Plan Updates for new Alternative												
1	Utility coordination with non-joint bid utilities	40.0	\$ 6,100.00			20.0	20.0						
	Utility Reassessment based on updated 60% plans	64.0	\$ 9,560.00			24.0	40.0						
2	Additional Topographic Survey												
	Field Data Collection	36.0	\$ 6,648.00							30.0	3.0	3.0	
	Topo CAD File	26.0	\$ 3,624.00								2.0	24.0	
	QA/QC	3.0	\$ 674.00								1.0		2.0
3	Plans, Specifications, Estimate (PSE)												
a	Roadway Plans												
i.	Update Roadway Layout and Coordinate with City	80.0	\$ 16,500.00	12.0	8.0	60.0							
ii	3D Corridor Modeling	56.0	\$ 10,050.00		6.0	50.0							
iii.	Project Layout (Assume 2 Sheets)	2.0	\$ 280.00				2.0						
iv.	Typical Sections (Assume 4 Sheets)	14.5	\$ 3,145.00	0.5	4.0	2.0		8.0					
v	Traffic Control Plan Narrative (1 Sheets)	4.0	\$ 560.00				4.0						
vi	Traffic Control Plan Layouts (Assume 15 Sheets)	45.0	\$ 6,675.00			15.0							
vii	Erosion and Sedimentation Control (Assume 7 Sheets)	11.0	\$ 1,540.00					11.0					
viii.	Removal (Assume 6 Sheets)	7.5	\$ 1,087.50			1.5	6.0						
ix.	Roadway Alignment (Assume 1 Sheets)	1.0	\$ 165.00			1.0							
x	Roadway Plan and Profiles (Assume 11 Sheets)	59.0	\$ 10,490.00	1.0	3.0	44.0		11.0					
xi	Roadway Cross Sections	12.0	\$ 2,520.00		4.0	8.0							
xii	Driveway Plan and Profiles (Assume 29 Driveways)	66.0	\$ 9,440.00			8.0	58.0						
xiii.	Signing and Pavement Markings (Assume 6 Sheets)	0.0	\$ -										
a)	Update Existing Sheets	19.5	\$ 2,767.50			1.5	18.0						
b)	New Striping Sheets to Sonny Drive (1 Sheet)	16.0	\$ 2,610.00		2.0	2.0	12.0						
xiv.	Proposed Drainage Area Maps (Assume 1 Sheets)	16.0	\$ 2,610.00		2.0	2.0	12.0						
xv	Drainage Calculations	32.0	\$ 5,120.00		4.0		28.0						
xvi	Drainage Plan and Profiles (10 Sheets)	88.5	\$ 13,925.00	1.0	2.5	5.0	60.0	20.0					
xvii	Drainage Lateral Profiles (28 Laterals)	68.0	\$ 10,360.00		4.0	8.0	56.0						
xviii.	Water Quality Mitigation Calculations	25.0	\$ 3,660.00		1.0		24.0						
xix.	Quantities	28.0	\$ 4,760.00		4.0	8.0	16.0						

EXHIBIT A - FEE ESTIMATE
City of Leander, Texas
South Street and West Drive Reconstruction and Widening
Supplemental Amendment No 4 - Alternative Analysis and Plan Update
October 22, 2025

	Professional Service Description	Total Task Hours	Total Labor Cost	Staff									
				Project Manager V	Project Manager III	Project Engineer I	Grad Engineer I	Senior Technician II	Project Coordinator II	2-Person Crew	Senior Tech II (Survey)	Technician III	RPLS - Project Manager
				\$350	\$300	\$165	\$140	\$180	\$150	\$190	\$180	\$136	\$247
xx	QA/QC	26.0	\$ 8,100.00	6.0	20.0								
b	Traffic Plans												
i	Illumination Layouts												
	Proposed Signal Layout Update (8 Sheet)	64.0	\$ 15,280.00	8.0	24.0	32.0							
	Proposed Circuit Diagram Update (2 Sheet)	18.0	\$ 4,420.00	2.0	8.0	8.0							
	Proposed Voltage Drop Calcs Update (3 Sheets)	42.0	\$ 9,660.00	6.0	12.0	24.0							
ii	Traffic Signal Layouts												
	Proposed Signal Layout Update (1 Sheet)	17.0	\$ 4,170.00	3.0	6.0	8.0							
	Proposed Signal Wiring Update (1 Sheet)	15.0	\$ 3,470.00	1.0	6.0	8.0							
iii	Flashing Beacon												
	Proposed Flashing Beacon Layout on West Drive (1 sheet)	14.0	\$ 3,220.00	2.0	4.0	8.0							
	Conduit Layout (3 Intersections, 3 sheets total)	30.0	\$ 6,720.00	3.0	9.0	18.0							
	Quantities (90, 100) (2 sheets)	26.0	\$ 6,480.00	6.0	8.0	12.0							
c	Joint Bid Duct Bank Design												
i	3D Model Update	96.0	\$ 18,520.00	8.0		8.0		80.0					
ii	CofL PB Detail (Assume 1 sheet)	5.5	\$ 1,060.00	0.5		1.0		4.0					
iii	Add CofL 5-4" Conduit (Assume 14 sheets)	47.0	\$ 9,020.00	4.0		8.0		35.0					
iv	Adjust joint bid duct for new roadway alignment (Assume 14 sheets)	47.0	\$ 9,020.00	4.0		8.0		35.0					
v	EOPC Update	8.0	\$ 1,320.00			8.0							
vi	OH-UG QAQC	20.0	\$ 3,480.00			8.0		12.0					



2025 Standard Rate Schedule

Principal.....	\$360.00/HR
Senior Engineer V or Project Manager VI	\$357.00/HR
Senior Engineer IV or Project Manager V	\$340.00/HR
Senior Engineer III or Project Manager IV.....	\$320.00/HR
Senior Engineer II or Project Manager III	\$300.00/HR
Senior Engineer I or Project Manager II	\$260.00/HR
Engineer III or Project Manager I	\$215.00/HR
Engineer II	\$195.00/HR
Engineer I	\$165.00/HR
Graduate Engineer II.....	\$152.00/HR
Graduate Engineer.....	\$140.00/HR
Sr. Coordinator (Project, Utility)	\$180.00/HR
Coordinator II (Project, Utility).....	\$150.00/HR
Coordinator I (Project, Utility)	\$125.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field).....	\$202.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field).....	\$180.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field).....	\$154.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field).....	\$136.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field).....	\$121.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field).....	\$91.00/HR
Licensed State Land Surveyor	\$303.00/HR
Senior Registered Professional Land Surveyor II.....	\$306.00/HR
Senior Registered Professional Land Surveyor.....	\$275.00/HR
Registered Professional Land Surveyor II	\$247.00/HR
Registered Professional Land Surveyor.....	\$215.00/HR
Project Surveyor	\$198.00/HR
Certified Photogrammetrist	\$205.00/HR
3 Person Survey Crew	\$240.00/HR
2 Person Survey Crew	\$190.00/HR
1 Person Survey Crew	\$140.00/HR
Construction Manager III.....	\$350.00/HR
Construction Manager II.....	\$281.00/HR
Construction Manager I.....	\$219.00/HR
Construction Observer III	\$195.00/HR
Construction Observer II	\$165.00/HR
Construction Observer I	\$135.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III.....	\$300.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II.....	\$260.00/HR

(Continued)

Sr. Right-of-Way Agent I or ROW Project Manager I.....	\$215.00/HR
Right-of-Way Agent III.....	\$210.00/HR
Right-of-Way Attorney.....	\$205.00/HR
Right-of-Way Agent II.....	\$180.00/HR
Right-of-Way Agent I.....	\$140.00/HR
Right-of-Way Technician.....	\$125.00/HR
Administrative	\$135.00/HR
Clerical.....	\$105.00/HR
Field Data Device	\$40.00/HR/unit

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum)	\$262/HR
One-Man Designating Crew (4-Hour Minimum)	\$146/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum).....	\$370/HR
Terrestrial Scanner (excluding labor) (4-hr Min)	\$200/HR
Mobile LiDAR (excluding labor).....	\$8,500/day
Helicopter	\$2,750/HR
UTV and Trailer (excluding labor)	\$200/day
Dump Trailer.....	\$75/day
Boat w/ motor.....	\$1,250/day
Ground Penetrating Radar (Equipment only)	\$300/day
Traffic Control Officer.....	@ Cost + 10%
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost + 10%
Designation, Location & Traffic Control Vehicles.....	\$6.50/Mile

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%
Courier, Special Equipment Rental	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost
Mileage (Standard Car or Truck).....	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	GSA Standard Rate/Day
Title Plant Charges	@ Cost + 10%
Other Misc. Expenses Related to the Project.....	@ Cost + 10%

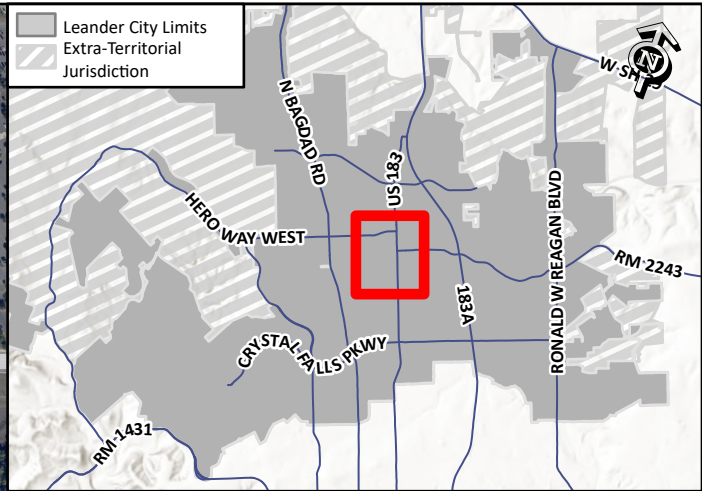
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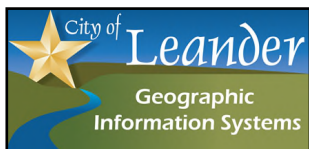
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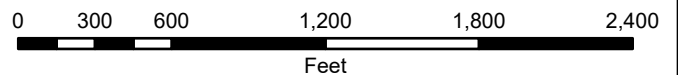
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Capital Improvement Program

T.17, T.49, T.53



- T.17
- T.49
- T.53





EXECUTIVE SUMMARY
2/10/2026

AGENDA SUBJECT:

Approval of a Resolution to authorize the City Manager to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the improvements at the intersection of South Street and RM 2243 and US 183 as part of the City’s South Street and West Drive Capital Improvement Project (CIP T.17).

BACKGROUND:

The City’s current Capital Improvement Program (CIP) project for South Street and West Drive (T.17) will expand both roadways to include two (2) travel lanes and a continuous center turn lane. The scope of work also includes intersection improvements at South Street and RM 2243 and US 183, incorporating traffic signal modifications, pavement striping, and minor drainage enhancements within the US 183 and RM 2243 rights-of-way (ROW), which are currently owned by TxDOT.

TxDOT requires local governments to enter into an Advanced Funding Agreement (AFA) to coordinate design and construction activities under the Local Government Project Procedures (LGPP) program. This agreement allows the local government to manage and construct improvements within TxDOT ROW.

The project will be fully funded by the City of Leander as part of the South Street and West Drive (CIP T.17). There is no cost participation from TxDOT although TxDOT is responsible for its own direct and indirect costs as noted in Attachment B.

Description of attached documents:

1. AFA — Establishes the terms of the locally funded project between TxDOT and the City.
2. Attachment A — Location Map of the proposed improvements.
3. Attachment B — Project budget, detailing funding responsibilities.
4. Attachment C — Resolution — Authorizes the City Manager to execute the AFA with TxDOT.
5. Oversight Level Special Approval — Proposes that the City will manage design and construction within TxDOT's right-of-way.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of a Resolution to authorize the City Manager to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the improvements at the intersection of South Street and RM 2243 and US 183 as part of the City’s South Street and West Drive Capital Improvement Project (CIP T.17).

PRESENTER:

Fiscal Impact

Attachments:

1. Advanced Funding Agreement Including Exhibits
2. Oversight Level Special Approval
3. Aerial Location Map

CCSJ #			
AFA CSJs			
District #		AFA ID	
Code Chart 64 #			
Project Name	US 183 at South Street/RM 2243		

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Locally Funded Roadway Improvement Project
On-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Leander**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Traffic Signal Improvements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **February 10, 2026**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

CCSJ #	
AFA CSJs	
District #	AFA ID
Code Chart 64 #	
Project Name	US 183 at South Street/RM 2243

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	Local Government*	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 12
4.	Local Government	Construction Responsibilities	Article 13
5.	Local Government*	Right of Way and Real Property	Article 15

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of improving traffic signals on US 183 at South Street and RM 2243 and restriping of the intersection as shown on **Attachment A**.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and

CCSJ #	
AFA CSJs	
District #	AFA ID
Code Chart 64 #	
Project Name	US 183 at South Street/RM 2243

- remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
 - F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
 - I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days

CCSJ #	
AFA CSJs	
District #	AFA ID
Code Chart 64 #	
Project Name	US 183 at South Street/RM 2243

after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the

CCSJ #	
AFA CSJs	
District #	AFA ID
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Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State’s Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

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13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be

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- acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
 - F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
 - G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
 - H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
 - I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on

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State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Leander ATTN: City Manager 105 N Brushy St Leander, TX 78641	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

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- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Typed or Printed Title

Typed or Printed Title

Date

Date

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**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**



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ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding. The Local Government is responsible for 100% of cost overruns. The State is responsible for only Direct and Indirect State Costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$91,000	0%	\$0	0%	\$0	100%	\$91,000
Construction (by Local Government)	\$370,000	0%	\$0	0%	\$0	100%	\$370,000
Subtotal	\$461,000		\$0		\$0		\$461,000
Environmental Direct State Costs	\$2,305	0%	\$0	100%	\$2,305	0%	\$0
Engineering Direct State Costs	\$3,458	0%	\$0	100%	\$3,458	0%	\$0
Right of Way Direct State Costs	\$576	0%	\$0	100%	\$576	0%	\$0
Utility Direct State Costs	\$576	0%	\$0	100%	\$576	0%	\$0
Construction Direct State Costs	\$16,135	0%	\$0	100%	\$16,135	0%	\$0
Subtotal	\$23,050		\$0		\$23,050		\$0
Indirect State Costs (5.29%)	\$24,387	0%	\$0	100%	\$24,387	0%	\$0
TOTAL	\$508,437		\$0		\$47,437		\$461,000

Initial payment by the Local Government to the State: \$0.
Payment by the Local Government to the State before construction: \$0.
Estimated total payment by the Local Government to the State \$0.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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**ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE INTERSECTION IMPROVEMENTS AT US 183 AND RM 2243 PROJECT; AND DESIGNATING THE CITY MANAGER AS THE AUTHORIZED SIGNOR OF THE AGREEMENT

WHEREAS, the City of Leander, Texas (the “City”), desires to enter into an Advance Funding Agreement with the State of Texas, through the Texas Department of Transportation, for the design and construction of improvements related to the City’s Improvements to South Street and West Drive Capital Improvements Project.

WHEREAS, the City of Leander, Texas (the “City”) is responsible for all non-reimbursable costs and 100% of overruns, if any, for the City’s improvements to South Street and West Drive Capital Improvements Project, which shall be paid from current funds appropriated for that purpose.

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. Approval of Agreement. The City Council hereby approves the Advance Funding Agreement with the State of Texas that is spread upon the minutes of this meeting.

Section 3. Designation of Signer. The City Manager, is hereby authorized to execute the Agreement.

Section 4. Severability. If any provision of this Resolution is illegal, invalid, or unenforceable under present or future laws, the remainder of this resolution will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Resolution.

Section 5. Effective Date. This Resolution will become effective upon its adoption, passage by the City Council in accordance with the procedures on the date of passage as required and publication as required by law.

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Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act, *Chapt. 551, Tex. Gov't Code*.

PASSED AND APPROVED on the ___ day of _____, 2025.

CITY OF LEANDER, TEXAS

BY: _____
Na’Cole Thompson, Mayor Pro Tem

ATTEST:

Dara Crabtree, City Secretary



Project Name: US 183 at South Street/RM 2243

**Oversight Level Special Approval
Part A - LG Qualifications Statement**

*(Local Government Agency management
of project development process elements)*

Local government (LG) agencies may manage elements of the project development process (environmental, right-of-way acquisition, utility relocation, non-construction, design/bid document preparation, letting and award, and construction/project close-out) with written TxDOT approval. This approval is typically provided by language in the Advance Funding Agreement executed by TxDOT and the LG agency. Part A (pages 1-4) of this form is required to be completed by LG personnel. Upon receipt of completed Part A, the TxDOT district or division will evaluate the LG's capabilities to manage one or more elements of a project using Part B (pages 5-8) for recommendation to the TxDOT's Executive Director.

Describe the following items for the proposed project or program

The scope of work for this Project consists of Improving traffic signals on US 183 at South Street and RM 2243 and restriping of the intersection.

Scope of work, project limits and any significant project elements

LG proposes to manage the following activities for this project:	To be performed by LG with its own staff?	To be performed by consultant under contract with LG?
Environmental	N/A	Yes
Right-of-way acquisition	N/A	N/A
Utility relocation	No	Yes
Design and bid document preparation	No	Yes
Letting and award	Yes	No
Construction oversight, inspection, documentation and project close-out	Yes	No
Non-construction	Yes	No
Other	N/A	N/A

If an activity is not a part of the project, select N/A.

Describe LG's approach to performing the proposed management services for this project.

The City is contracting a consultant to coordinate utility relocations and design the project. City staff will oversee the letting and award of the contract. City inspector will oversee project construction and inspections throughout the project. City engineer project manager will provide overall project coordination and oversight throughout the project including design, letting, construction and close out to ensure the project is following City standards.

In evaluating a LG request to manage elements of the project development process for projects on the State Highway System or which include TxDOT and/or FHWA funding, 43 TAC §15.52 requires TxDOT to consider specific criteria. The LG is to provide information requested in Items 1 and 2 below. TxDOT district personnel will complete information on the remainder of the evaluation criteria in Part B (pages 5-8).

1. Previous experience of the LG in performing the type of work proposed

<p>Attach an audited financial statement of Local Government Agency for most recent fiscal year.</p> <p>If TxDOT already has a copy of a Single Audit report or other audited financial statement for a recent year, insert the fiscal year in the box to the right (submittal of an additional audit is not required).</p>	<p>2024</p>
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Please provide information on up to two similar, completed projects managed or performed by the LG in the past 5 years.

PROJECT A

Name of previously completed project	South West Drive Sidewalk Improvements Project 20-CIP-006			
Describe type of work	Construction of LF of 4 ft sidewalk and curb ramps along the ROW Reconstruction of disturbed driveways Installation of crosswalks Installation and maintenance of traffic control in the work zone			
Describe any complex items of work	No major issues.			
Construction cost	Estimated:	\$185,000.00	Actual:	\$175,901.20
Letting date	Scheduled:	12/01/2020	Actual:	4/22/2021
Contract time	Scheduled:	11/21/2021	Actual:	11/27/2021
LG management activities performed by LG personnel	Construction Oversight, Inspection, Documentation, Change Request Coordination, Invoice verification and Grant Reimbursement, project closeout			
LG management activities performed by consultants	Environmental, Design and bid document preparation, Letting and Award, Construction oversight and project closeout documentation			
Name of current LG employee contact who worked on project	Roman Poudyal	Phone #	512-259-2640	
		Email	rpoudyal@leandertx.gov	

PROJECT B

Name of previously completed project	Raider Way & Woodview Drive		
Describe type of work	<p>Raider Way and E. Woodview Drive widened to a three-lane road with curb, gutter, drainage, street light, sidewalk, crosswalk, and bicycle lane improvements. The project extends on Raider Way from Crystal Falls Parkway to Woodview Drive and on Woodview Drive from Raider Way to Toll 183A access road (4,620 linear feet).</p> <p>Installation of a roundabout, 2 pedestrian hybrid beacons and relocation of existing traffic signal poles due to road widening.</p>		
Describe any complex items of work	<p>Project included placing all utilities, including PEC power lines, underground</p> <p>Project included reconstructing a road with only one way in and out for a high school, middle school, two churches and two subdivisions so extensive traffic control and detours were deployed and along with extensive public communication and outreach</p> <p>Project included a robust storm drain system with three large detention ponds</p>		
Construction cost	Estimated:	\$9.9M	Actual: 16.2 M
Letting date	Scheduled:	6/15/23	Actual: 6/20/23
Contract time	Scheduled:	395 days	Actual: 425 days
LG management activities performed by LG personnel	Construction oversight, inspection, documentation and project closeout, Letting and Award, Utility relocation, Right of Way acquisition, Risk Management, Budget Management		
LG management activities performed by consultants	Environmental, Design and bid document preparation, Construction oversight and documentation		
Name of current LG employee contact who worked on project	Tony Bettis	Phone #	512-528-2732
		Email	tbettis@leandertx.gov

2. The capability of the LG to perform the type of work proposed or to award and manage a contract for that work in a timely manner, consistent with federal, state, and Department regulations, standards, and specifications

Please describe the LG's proposed personnel.

Name of person to serve in the position of Responsible Person in Charge	Tessa Heines	Position/ Title	Senior Engineer
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- a. Must be full-time employee of LG;
- b. Must be able to administer project activities (cost, time, scope, adherence to contract requirements, construction quality, etc.);
- c. Must maintain familiarity with day-to-day project operations (including project safety);
- d. Must make or participate in decisions about change orders or supplemental agreements;
- e. Must visit and review the project regularly;
- f. Must review financial processes, transactions and documentation; and
- g. Must direct his/her project staff (agency or consultant) at all stages of the project.

Name of person to serve as Project Manager	Craig Wilson, P.E.	Position/Title	Senior Project Manager
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- a. Responsible for daily oversight of the project;
- b. Primary point of communication with TxDOT for day-to-day matters;
- c. May be same person as Responsible Person in Charge; and
- d. May be local government employee or consultant.

Project Manager's previous experience on projects of similar type, complexity and cost	Toro Grande North and South Improvements, City of Cedar Park E Slaughter Ln & FM 1625/US 183 Widening, Brookfield Prop., Austin, TX Sessom Drive Drainage and Roadway Improvements, City of San Marcos FM 1660 Turn Lanes, Hutto ISD, Hutto, TX 2018 Street Bond Projects (Phase 2), City of Kirby, TX S Pine & Greer Street Drainage Improvement Project, City of San Antonio
Project Manager's previous experience on TxDOT and/or FHWA-funded projects	FM 2001 Shared-Use Path, City of Buda, TX (LGPP) Sunset Park Driveway, City of Lago Vista (LGPP) Denton County Bridge Replacements, TxDOT DAL SH 158 – Aster Ave to Midland County Line, TxDOT ODA SH 92 – Fisher Co Line to US 277, TxDOT ABI Amarillo District Bridge Replacements, TxDOT AMA Alderette Drive, City of Del Rio (LGPP)

Name of person to serve in the position of Qualified Person	Craig Wilson, P.E.	Position/Title	Senior Project Manager
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- a. Must have completed TxDOT-required LGPP training prior to obligation of federal funds as outlined in the AFA;
- b. May be same person as Responsible Person in Charge or Project Manager; and
- c. May be LG employee or consultant.

Qualified Person's previous experience on projects of similar type, complexity and cost	Toro Grande North and South Improvements, City of Cedar Park E Slaughter Ln & FM 1625/US 183 Widening, Brookfield Prop., Austin, TX Sessom Drive Drainage and Roadway Improvements, City of San Marcos FM 1660 Turn Lanes, Hutto ISD, Hutto, TX 2018 Street Bond Projects (Phase 2), City of Kirby, TX S Pine & Greer Street Drainage Improvement Project, City of San Antonio
Qualified Person's previous experience on TxDOT and/or FHWA-funded projects	FM 2001 Shared-Use Path, City of Buda, TX (LGPP) Sunset Park Driveway, City of Lago Vista (LGPP) Denton County Bridge Replacements, TxDOT DAL SH 158 – Aster Ave to Midland County Line, TxDOT ODA SH 92 – Fisher Co Line to US 277, TxDOT ABI Amarillo District Bridge Replacements, TxDOT AMA Alderette Drive, City of Del Rio (LGPP)

Information submitted by:

Craig Wilson
Digital signed by Craig Wilson
 DN: C=US, E=craig.wilson@robberday.com, CN=Craig Wilson
 Reason: I have reviewed this document
 Date: 2023.07.14 09:18:09-0500

LG representative signature

Craig Wilson, P.E.

LG representative printed name

7/14/2025

Date

Senior Project Manager

LG representative title

Oversight Level Special Approval
Part B - TxDOT Evaluation and Special Approval of LG Qualifications
(Local Government Agency management of project development process elements)

Local government (LG) agencies may manage elements of the project development process (environmental, right-of-way acquisition, utility relocation, non-construction, design/bid document preparation, letting and award, and construction/project close-out) with written TxDOT approval. This approval is typically provided by language in the Advance Funding Agreement executed by TxDOT and the LG. Completion of Part A - LG Qualifications Statement and this Part B - TxDOT Evaluation and Special Approval of LG Qualifications are required for TxDOT to authorize the LG to manage one or more elements of a project.

In approving a LG request to perform construction on the State Highway System (regardless of funding type) or manage elements of the project development process and be reimbursed with TxDOT and/or FHWA funding, 43 TAC §15.52 requires TxDOT to consider specific criteria. TxDOT district or division personnel shall review Part A (pages 1-4), provide supplemental information by fully completing Part B (pages 5-8), and based upon a determination of the adequacy of the LG's project delivery systems and accounting controls, recommend an appropriate role for the LG in project delivery and set a minimum oversight level on page 7 of this form.

43 TAC §15.52 regulations require the approval of the Executive Director (or authorized designee) for the LG to manage projects in the following cases:

	Applies
Any project on the State Highway System that improves freeway main lanes	Yes
A roadway construction project that is to be on the State Highway System for which less than 50% of the funds come from sources other than federal or state highway funding	No

1. Department resources available to perform or manage the project in an efficient and timely manner

Describe any Department resource constraints that suggest the LG management of project development activities is in the best interest of TxDOT and the LG.	TxDOT is constrained by limited availability of personnel for developing, managing, and coordinating the various project development activities for this project. The LG has developed the project to this point and is most familiar with all aspects of the project.
---	--

2A LG's previous experience in performing the type of work proposed

In Section 1 of Part A (beginning on page 2), the LG submitted information on up to two similar projects completed in the past 5 years managed or performed by the LG. Please designate if these previous projects are comparable or not to the proposed new project.

	Yes/No
Project A Comparable	Yes
Project B Comparable	Yes

TxDOT Overall Risk Score of LG Agency: B
(For definition of Overall Risk Score ratings, see page 9)

Date of Score: 7/13/25

2B. District or Division evaluation of LG capability to perform type of work proposed based on past projects identified above and other previous projects with TxDOT and/or FHWA funding

Please describe the LG's performance.

a. Timeliness and quality in acquisition of right of way	N/A
b. Timeliness and quality in relocation of utilities	LG has the capacity to perform timely and quality work on utility relocation.
c. Timeliness and quality of preparing environmental documents and obtaining required permits and clearances	LG has the capacity to perform environmental analysis for the project.
d. Timeliness and quality of project design and developing contract documents	LG has managed preparation of design and contract documents and has met goals in a timely manner in previous projects.
e. Timeliness and quality of letting and awarding construction contract	LG is experienced in the letting and contract award process.
f. Quality of performance in managing construction contractor and contract change orders	LG has displayed successful contract management.
g. Quality of performance in project inspection and documentation during construction	In past projects, LG met performance goals for project inspection and documentation.
h. Timeliness and quality of reimbursement requests throughout project	LG has responded in a timely manner to reimbursement requests.
i. Timeliness and quality of project close-out after project acceptance	LG is experienced in the process and has responded in a timely manner for past projects.
j. Timeliness of submitting supplemental funding when required	LG has responded in a timely manner for past projects.
k. Timeliness and adequacy in responding to audits	LG has responded in a timely manner for past projects and has been responsive to requests for information.

3. Percentage of total project costs provided by federal, state, and local government

	<i>Total</i>	<i>Federal</i>	<i>State</i>	<i>Local</i>	
List the estimated distribution of project costs. Should align with the Budget in the AFA; *percentages may not match when comparing funding categories to overall totals.	Environmental (\$)	\$0.00			
	Right of Way (\$)	\$0.00			
	Utilities (\$)	\$0.00			
	Engineering (\$)	\$91,000.00			
	Construction (\$)	\$370,000.00			
	Non-Construction (\$)	\$0.00			
	Direct State Costs (\$)	\$23,050.00		\$23,050.00	
	Indirect State Costs (\$)	\$24,387.00		\$24,387.00	
	Total (\$)	\$508,437.00	\$0.00	\$47,437.00	\$461,000.00
	Total (%)*	100.00%	0.00%	9.33%	90.67%
If needed, provide additional notes for consideration regarding explanation of project costs. (Optional)					

4. Cost effectiveness of local performance of the work as compared to the department's performance of the project

On federally funded projects, FHWA holds TxDOT entirely responsible for successful project delivery, including the proper acquisition of right of way, utility relocation, environmental, design, construction, and project close-out. LG management of the project requires the LG performance of activities plus TxDOT oversight to assure compliance with all federal and state requirements.

Explain why it is advantageous for successful delivery of this project for the LG to manage the proposed elements of project development.	The LG is familiar with this project location within their jurisdiction and has interest in meeting requirements of the LG program.
--	---

5. Any other considerations relating to the benefit of the state, the traveling public, and the operations of the Department

Please list any additional items to be considered in TxDOT's evaluation that are of benefit to the state, the traveling public, and the operations of the Department to allow the LG to manage the proposed elements of the project development process.	This project will provide transportation improvements in the Austin District. The benefits of the County managing this project include a better understanding and communication related to the issues affecting the project and the public.
---	---

Special approval for LG to manage the following items:

Environmental	Yes	ROW acquisition	Select c	Non-construction	Select c
Design/PS&E	Yes	Utility relocation	Yes	_____	Select c
Letting & award	Yes	Construction	Yes	None	Select c

Based upon review of Part A and completion of Part B, the District or Division determines the LG has adequate project delivery systems and sufficient accounting controls. Therefore, I (District Engineer/Division Director) recommend the Executive Director provides special approval to the LG performing the above marked project delivery items. The District or Division commits to providing an appropriate level of oversight of the LG activities to maximize compliance with applicable federal and state laws and regulations.

The District or Division will provide oversight (as defined on page 9):

- Level 1
- Level 2
- Level 3

Form Completed By:

DocuSigned by:


 0B5D5ADE4E094DB

 TxDOT employee signature

7/14/2025

Date

Recommendation for approval:

DocuSigned by:

 7A974F88B5944

 District Engineer or Division Director
 signature

7/14/2025

Date

Special approval:

 Executive Director or delegated
 authority signature

Date

Local Government Projects – Risk Assessment

LG Risk Rating Definitions

Low level of risk to TxDOT	A
Moderate level of risk to TxDOT	B
High level of risk to TxDOT	C
Unacceptable level of risk to TxDOT	D

Oversight Levels

Level 1 Oversight – Relatively Low Risk Non-construction Projects and Very Low Risk Construction Projects

Level 2 Oversight – Higher Risk Non-construction Projects and Low to Moderate Risk Construction Projects

Level 3 Oversight – Higher Risk Construction Projects

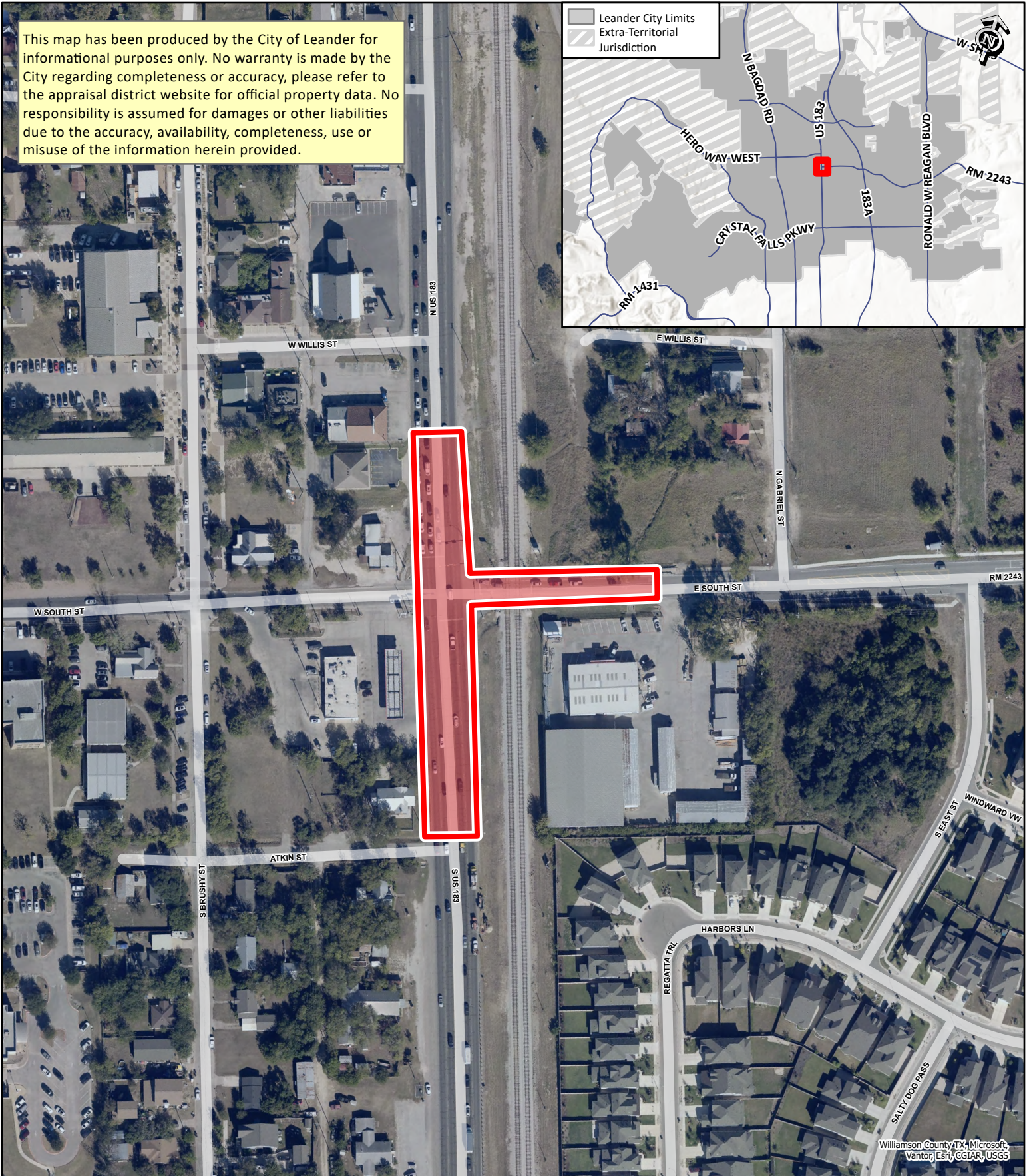
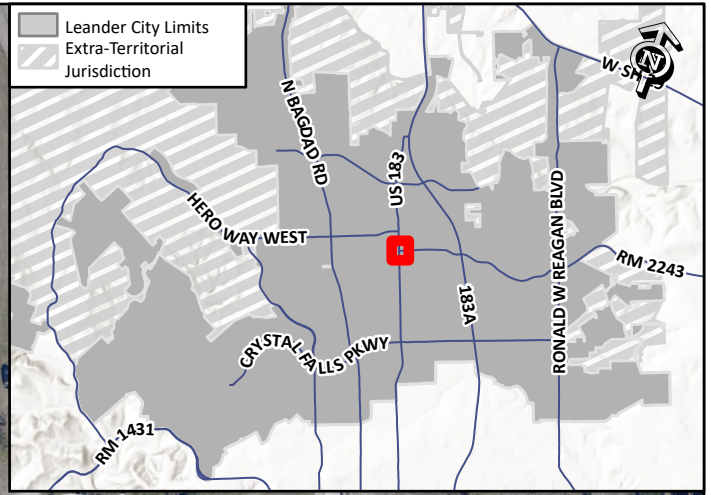
TxDOT District Oversight Activity ¹	Minimum Frequency ² Level of Oversight		
	1	2	3
LG submit and TxDOT review project reports	Quarterly	Monthly	Monthly
TxDOT host project review/coordination meetings with LG	Quarterly	Monthly	Semi-monthly
TxDOT conduct worksite/project site visits	Annually ³	Monthly	Weekly
TxDOT review LG project documentation/records	Annually ³	Monthly	Monthly
LG submit and TxDOT review and approve reimbursement requests	Monthly	Monthly	Monthly

¹ Refer to TxDOT [LG Project Management Guide](#) for additional details on oversight activities

² Greater frequency may be at District or Division discretion

³ Minimum of two times

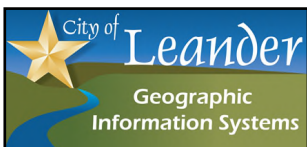
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



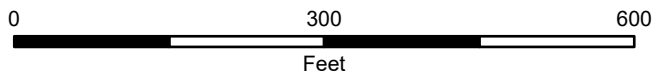
Williamson County TX, Microsoft, Vantor, Esri, CGLAR, USGS

Advanced Funding Agreement

US 183 at South Street/RM 2243



 Project Area





EXECUTIVE SUMMARY
2/10/2026

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Lively Tract Phase 5 associated with Case No. PICP-24-0120 for water and wastewater in compliance with the Development Agreement.

BACKGROUND:

Approximately \$8,030,272.18 in required public infrastructure for streets, drainage, water and wastewater for the Lively Tract Phase 5 Subdivision (PICP-24-0120) has been installed by the developer. This property is located within Williamson County MUD #2. Leander entered into a development agreement on April 24, 2015, which provided for the inclusion of the MUD into the City's water and wastewater certificates of convenience and necessity (CCN). Consequently, the City of Leander provides retail water and wastewater services to this tract and infrastructure for the extension of these utilities must comply with City requirements and be accepted by the City. Since this tract is located within Leander's extraterritorial jurisdiction (ETJ), the streets and drainage improvements are jurisdictional to Williamson County.

The water and wastewater improvements have been inspected and deemed substantially complete by the City of Leander and the streets and drainage improvements have been inspected and deemed substantially complete by Williamson County. The completed public infrastructure will provide the legal subdivision of the property with access to City-provided services like water and wastewater, as well as promote the orderly development, health, safety, and general welfare of the property.

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 (2) year term maintenance bond. Lively Tract Phase 5 PICP-24-0120 consists of 9 Blocks of 205 Lots.

The maintenance bond, with both the City and the County listed as Obligees, will commence its two (2) year term upon City Council acceptance, as anticipated, on February 10, 2026, which will provide warranty and maintenance coverage for the public infrastructure improvements through February 10, 2028. The Engineering Division of the Development Services Department will perform a formal inspection of the water and wastewater 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 bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of public infrastructure improvements for Lively Tract Phase 5 associated with Case No. PICP-24-0120 for water and wastewater in compliance with the Development Agreement.

PRESENTER:

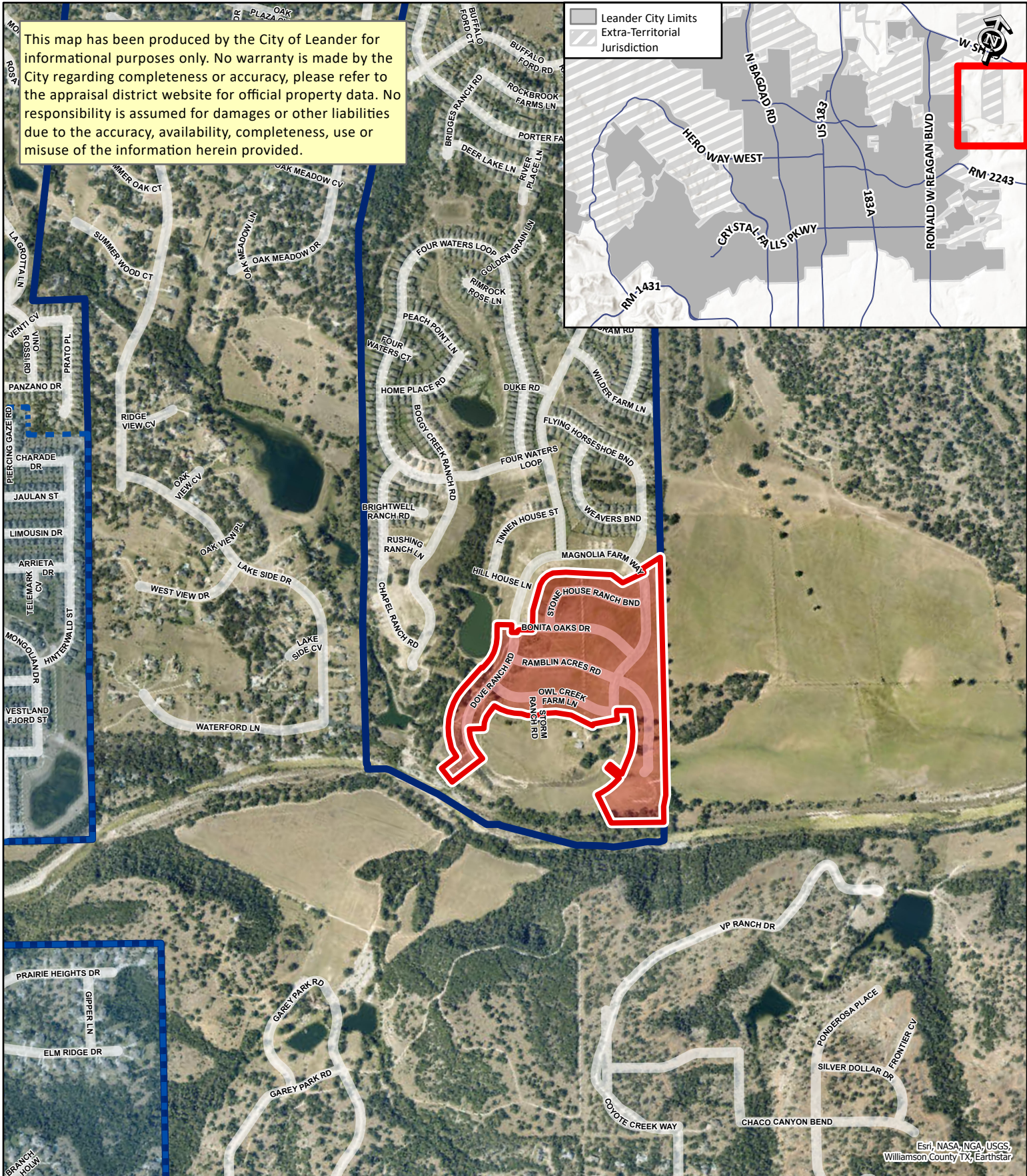
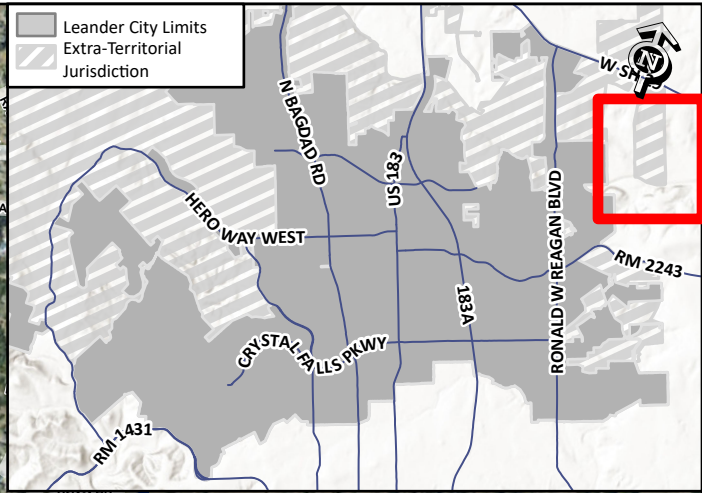
Emily D. Truman, P.E., CFM, City Engineer

Fiscal Impact

Attachments:

1. Acceptance Documents - Lively Tract Ph 5
2. Lively Tract Consent to Creation of MUD & Development Agreement - April 24, 2015

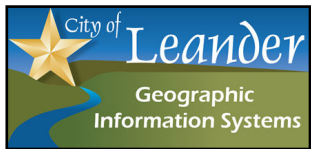
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.






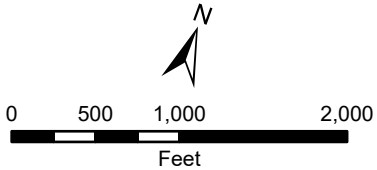
Esri, NASA, NGA, USGS, Williamson County TX, Earthstar

SUBDIVISION ACCEPTANCE

Lively Tract Ph 5 - PICP-24-0120



-  Accepted Subdivision
-  City Limits
-  Extra-Territorial Jurisdiction



September 16, 2025

BUILDING OWNER/DESIGNATED AGENT:

Hwy 29 Ventures 2015 LP
 4910 Campus Drive
 Newport Beach, CA 92660

PROJECT:

Lively Tract, Phase 5
 Lively Tract Rd., Leander, TX 78628
TDLR Project #: TABS2024021969
Contour Project No: 24-094
Lead Designer: Pape-Dawson Engineers

REGISTERED ACCESSIBILITY SPECIALIST:

Elaine Andersen, RAS #1284
 Co-Founder

PROJECT SCOPE: Single Family Residential, Right-of-way, drainage, utilities, and sidewalks. 21,000sft

INSPECTION REPORT – NO VIOLATIONS

Dear Owner:

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

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

Please note, this determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

If you have any questions or need further assistance, or if you are not the owner of record for this facility, contact Elaine Andersen at Elaine@Contour-Collective.com.



Engineer's Concurrence for Project Acceptance


Project: Lively Tract Phase 5 **Date:** 12/4/25

City of Leander Issued Permit Number: PICP-24-0120

<u>Owner's Name & Address</u>	<u>Consultant Engineer's Name & Address</u>
TPG AG EHC III (LEN) MULTI STATE 4, LLC	Pape-Dawson
8585 Hartford Dr, Suite 118	10801 N Mopac Expy., Bldg 3, Suite 200
Scottsdale, AZ 85255	Austin, TX 78759

On this date, I, the undersigned Professional Engineer in the State of Texas, or my representative, have made a visual inspection of the above referenced project. No discrepancies from the approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all improvements are in substantial compliance with the approved construction plans and all City, State, and Federal requirements, including the City of Leander Subdivision Ordinance and Composite Zoning Ordinance.

If applicable, for closeout of public improvement construction project (PICP) permits, I additionally certify that all project closeout procedures with other governmental entities have been completed and finalized with each entity prior to submittal of my concurrence letter to the City of Leander.



Signature

Dustin Goss, P.E., LEED AP

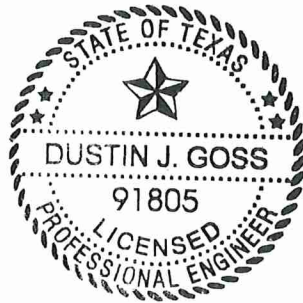
Typed Name

Pape-Dawson

Engineering Firm Name

470

Registered Engineering Firm Number



(SEAL)

MAINTENANCE BOND
Subdivision Improvements
Bond Number: 2368429

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Liberty Civil Construction, LLC
as Principal, whose address is 2937 Hero Way, Leander, TX 78641 and
Swiss Re Corporate Solutions America Insurance Corporation a Corporation organized under the
laws of the State of Missouri, 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 Eight Hundred Three Thousand Twenty-seven & 22/100
(\$ 803,027.22) 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 _____
Lively Tract, Phase 5 Public Improvement Construction Plans, Project #PICP-24-0120
(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 23rd day of September, _____. 2025

Liberty Civil Construction, LLC
Principal

Swiss Re Corporate Solutions America Insurance Corporation
Surety

By: 

By: 

Title: Michael Ehrhardt, President

Title: Kimberly Rochelle Gonzalez, Attorney-in-Fact

Address: 2937 Hero Way

Address: 1200 Main St., Suite 800

Leander, TX 78641

Kansas City, MO 64105

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

Acrisure, LLC

32335 US Highway 281 S, Suite 1201, Bulverde, TX 78163

(Seal)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN R. WARD, THOMAS DOUGLAS MOORE, EMILY ALLISON MIKESKA, ALLYSON W. DEAN, TROY RUSSELL KEY, DEBRA LEE MOON, ANDREA ROSE CRAWFORD, SANDRA LEE RONEY,
FAITH ANN HILTY, ANDREW GARETH ADDISON, ELIZABETH ORTIZ, ANA OWENS, ANDREW PATRICK CLARK, KIMBERLY ROCHELLE GONZALEZ, CRYSTAL GAIL LANGHORN,
STEVEN WAYNE LEWIS, SHERI RENEE ALLEN, PEGGY GRADEL HOGAN, TERESA AYALA, KELLI A. GORHAM, MARK ROBERT ADAMS, CORY KIPER, AND ROSS RUDOLPH LARIS JOINTLY OF SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29th day of APRIL, 2025

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29th day of APRIL, 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szweda
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of September, 2025.



Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact the **Surety Claims Department**
at **1-816-235-3702**

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** for information or to make a complaint at:

1-816-235-3702

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

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

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Surety Claims Department**
al **1-816-235-3702**.

Usted puede llamar **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** para informacion o para someter una queja al:

1-816-235-3702

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

DUAL OBLIGEE RIDER

To be attached to and form a part of Bond number ... 2368429 issued by the
Bond Number
Swiss Re Corporate Solutions America Insurance Corporation as Surety, on behalf of Liberty Civil Construction, LLC
as Principal, in favor of City of Leander, as Obligee in the amount of
Eight Hundred Three Thousand Twenty-seven & 22/100 Dollars (\$803,027.22) and
dated September 23, 2025.

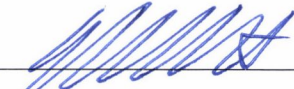
In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration receipt of which is hereby acknowledged, the Undersigned hereby agree as follows:

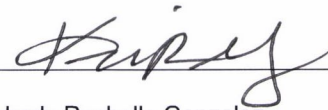
1. The Williamson County is hereby added to said Bond as an additional Obligee.
2. The Surety shall not be liable under this Bond to the Obligee(s), unless the Obligee(s), or either of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the contract, to the Surety) strictly in accordance with the terms of said contract as to payments, and shall perform all other obligations to be performed under said contract at the time and in the manner therein set forth.
3. The aggregate liability of Surety under the Bond to the Obligee(s), as their interests may appear, is limited to the penal sum of the Bond. The Surety, upon making payment hereunder, shall be subrogated to and shall be entitled to, an assignment of all rights of the payee with respect to the particular obligation discharged by the payment, either against Principal or against any other party liable to the payee on the discharged obligation.
4. The Surety may, at its sole option, make any payments due under the Bond by joint check payable to the Obligee(s).

Signed and Dated this 23rd day of September, 2025

Liberty Civil Construction, LLC
Principal

Swiss Re Corporate Solutions America Insurance Corporation
Surety

By: 
Michael Ehrhardt (Name)
President (Title)

By: 
Kimberly Rochelle Gonzalez (Name)
Attorney-in-Fact (Title)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN R. WARD, THOMAS DOUGLAS MOORE, EMILY ALLISON MIKESKA, ALLYSON W. DEAN, TROY RUSSELL KEY, DEBRA LEE MOON, ANDREA ROSE CRAWFORD, SANDRA LEE RONEY, FAITH ANN HILTY, ANDREW GARETH ADDISON, ELIZABETH ORTIZ, ANA OWENS, ANDREW PATRICK CLARK, KIMBERLY ROCHELLE GONZALEZ, CRYSTAL GAIL LANGHORN, STEVEN WAYNE LEWIS, SHERI RENEE ALLEN, PEGGY GRADEL HOGAN, TERESA AYALA, KELLI A. GORHAM, MARK ROBERT ADAMS, CORY KIPER, AND ROSS RUDOLPH LARIS JOINTLY OF SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By [Signature] Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29th day of APRIL, 2025

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29th day of APRIL, 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies

[Signature] Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of September, 2025



[Signature] Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact the **Surety Claims Department** at **1-816-235-3702**

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** for information or to make a complaint at:

1-816-235-3702

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

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

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Surety Claims Department** al **1-816-235-3702**.

Usted puede llamar **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** para informacion o para someter una queja al:

1-816-235-3702

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
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UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

September 16, 2025

Sarvesh Dhakal
Engineering Department
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attention Mr. Dhakal,

The following is the information as applicable for the Maintenance Bond for this project:

Final Plat Legal Name (FP-24-0143): Lively Tract Phase 5

Name on Approved Construction Plans (PICP-24-0120): Lively Tract Phase 5

Fiscal was posted for Lively Tract Phase 5 plat recording prior to completion of construction.

Costs Categories	Amount
Streets*	\$3,006,161.46
Drainage	\$3,265,418.46
Water	\$845,150.48
Wastewater	\$661,871.99
ESC**	\$251,669.79
Total	\$8,030,272.18

* *Streetlights and Landscape are included in the total Streets amount.*

** *ESC is separated from Streets as the City of Leander requests bonded ESC improvements, but Williamson County is accepting the bonded Streets.*

*** *Dry Utilities and Bond Costs items are excluded from maintenance bond amounts. See attached itemized engineering cost summary for more information.*

The City of Leander maintenance bond includes Water, Wastewater, and ESC improvements:

Total City Improvements = \$1,758,692.26

City Maintenance Bond (10%) = **\$175,869.23**

Williamson County maintenance bond includes Streets and Drainage improvements:

Total County Improvements = \$6,271,579.92

County Maintenance Bond (10%) = **\$627,157.99**

This project is in the ETJ and the bond is a joint bond with the City of Leander and Williamson County being co-principals, the total City and County improvements (Water, Wastewater, ESC, Streets, and Drainage) cost of construction for the bond was **\$8,030,272.18**, resulting in a 10% maintenance bond amount of **\$803,027.22**.

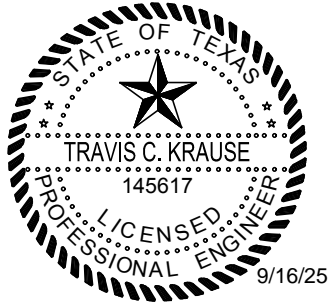
Please contact me at tkrause@pape-dawson.com or 512-454-8711 if you have any questions or need additional information.

Lively Tract Phase 5 Cost-Summary Cover Letter
City of Leander Project # PICP-24-0120
September 16, 2025
Page 2 of 2

Sincerely,
Pape-Dawson Engineers, Inc.



Travis Krause, P.E.
Project Manager



H:\Projects\508\16\25\402 Construction Phase Services\Documents\Project Closeout\City\Lively Phase 5 - Cost Summary Cover Letter.docx

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: December 3, 2025

Developer: Lennar Homes of Texas Land and Construction, Ltd.

Contractor/Material
Provider ("Affiant"): Liberty Civil Construction, LLC.

Project: **Lively Tract, Phase 5 Street, Water, Wastewater and
Drainage Improvements (PICP-24-0120)**

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies 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. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Leander, Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to the Developer for payment of the retainage and shall have no cause of action whatsoever, against the City in the event that the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

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.

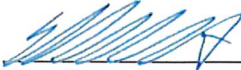
Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were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

Initialed: 

PAGE 1 of 2

SUBSCRIBED AND SWORN TO BY Affiant on this 3rd day of December, 2025.

AFFIANT:

Signature: 

Typed Name: Michael Ehrhardt

Title: President

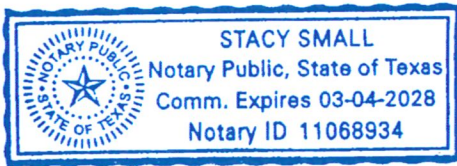
STATE OF TEXAS '

COUNTY OF WILLIAMSON '

BEFORE ME the undersigned authority on this day personally appeared, Michael Ehrhardt, 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 3rd day of December, 2025.

[S E A L]




Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2028

Initialed: 



**AGREEMENT REGARDING CONSENT
TO CREATION OF MUNICIPAL UTILITY DISTRICT AND DEVELOPMENT OF THE
LIVELY TRACT**

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

THIS AGREEMENT REGARDING CONSENT TO CREATION OF MUNICIPAL UTILITY DISTRICT AND DEVELOPMENT OF THE LIVELY TRACT ("Agreement") is entered into between the CITY OF LEANDER, TEXAS, a Texas home-rule city ("City" or "Leander"); and SENTINEL LAND COMPANY, LLC, a Texas limited liability company ("Developer"). Upon final creation of WEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 2, a Texas conservation and reclamation district to be created and operating under Chapters 49 and 54 of the Texas Water Code (the "District"), the District shall join in this Agreement and be bound by its terms, conditions and provisions. In this Agreement, City and Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, the Developer owns or has under contract to purchase approximately 437.05 acres of land, consisting of approximately 386.98 acres of land located within the extraterritorial jurisdiction ("ETJ") of City ("ETJ Land") and approximately 50.07 acres of land located outside the ETJ (the "ETJ-Release Land") (collectively referred to as the "Land") as more particularly shown on the attached Exhibit "A", and described by metes and bounds in Exhibit B-1 and Exhibit B-2;

WHEREAS, Developer intends to develop the Land as a master-planned single family community in accordance with the terms of this Agreement (the "Project").

WHEREAS, Developer intends to create the District to construct and finance water, wastewater, drainage and other infrastructure for the benefit of the Land, and the City has determined that the creation of the District shall benefit the environmental and the public health, safety and welfare of its citizens;

WHEREAS, Developer and City desire to enter into this Agreement in order to encourage comprehensive master-planning of the Land, provide for creation of the District, provide certainty of regulatory requirements throughout the term of this Agreement, all for purposes of ensuring a high-quality community for the benefit of the present and future residents of City and the Project;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
DEFINITIONS**

In addition to the terms defined elsewhere in this Agreement or in the City Rules (as hereinafter defined), capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 "Agreement" means this Agreement Regarding Consent to Creation of Municipal Utility District and Development of the Lively Tract.

1.02 "Agreement Regarding Release of the Lively Tract" means that certain Agreement Regarding the Release of the Lively Tract between Leander, CTSUD, and Georgetown dated effective May 14, 2015 addressing the release of the Land from CTSUD's CCN.

1.03 "Applicable Rules" means the City Rules, the City Charter, and other local, state, and federal laws and regulations that apply to the Land and the development thereof, as they exist from time to time.

1.04 "CCN" means a certificate of convenience and necessity.

1.05 "CCN Release Payment" means the \$25,000.00 payment described in paragraph 3 of the Agreement Regarding Release of the Lively Tract that is compensation for the release of the ETJ-Release Land from CTSUD's CCN.

1.06 "Chisholm Trail SUD" or "CTSUD" means Chisholm Trail Special Utility District or successor.

1.07 "City" or "Leander" means the City of Leander Texas.

1.08 "City Rules" means the City Charter, the City's ordinances, rules and regulations (including the City Development Rules), and any amendments to the City Charter provisions, ordinances, rules or regulations that are subsequently adopted by the City that are legally applicable to the Project. With respect to the ETJ-Release Land only, the City Rules means the City ordinances, rules and regulations (including the City Development Rules), and any amendments to the City ordinances, rules or regulations that are subsequently adopted by the City, and the Georgetown Development Standards. In the event of a conflict between the City Rules and the Georgetown Development Standards, the Georgetown Development Standards shall apply.

1.09 "City Development Rules" means the ordinances and regulations defined in Section 6.01(b).

1.10 "Code" means the City's Code of Ordinances.

1.11 “Concept Plan” means the concept plan for the Land that is attached as Exhibit “D”.

1.12 “County” means Williamson County.

1.13 “Developer” means Sentinel Land Company, LLC or its permitted assigns.

1.14 “District” means West Williamson County Municipal Utility District No. 2 or other named conservation and reclamation district to be created over all or a portion of the Land.

1.15 “Easement” means the easement granted by the Developer pursuant to Section 3.01 in the form substantially similar to that attached as Exhibit “C”.

1.16 “Effective Date” means the date this Agreement is approved by the City Council of the City.

1.17 “ETJ” means extraterritorial jurisdiction.

1.18 “ETJ Land” means that portion of the land located in the ETJ of the City, consisting of approximately 386.98 acres of real property being more particularly described on Exhibit “B-1”.

1.19 “ETJ Release Agreement” means that certain Agreement Regarding Extraterritorial Jurisdiction Release between the City of Georgetown and the City of Leander and Donald H. Lively Family Partnership, LTD. and Sentinel Land Company, LLC, dated effective as of 4/28/15

1.20 “ETJ-Release Land” means that portion of the Land that is located outside of the City’s ETJ as of the Effective Date consisting of approximately 50.07 acres of real property being more particularly described on Exhibit “B-2”.

1.21 “Georgetown” means the City of Georgetown.

1.22 “Georgetown Development Standards” means certain applicable development standards more particularly described in Section 6.02(b) and Exhibit “H”, in the event the ETJ-Release Land is transferred from Georgetown’s ETJ to the City’s ETJ.

1.23 “Interceptor Construction Agreement” means the agreement between the Developer and Georgetown for the design and construction of the South San Gabriel Interceptor Extension.

1.24 “Kauffman Loop Extension” means the minimum 12-inch water transmission line improvements and related appurtenances extending from a point of connection with the Leander Water System on Ronald Reagan Boulevard, extending along Kauffman Loop, thence along Highway 29 in an easterly direction to a point of connection with Segment Two, as generally shown in red in Exhibit “I” attached hereto (provided that the route shall be adjusted if the location of the City’s nearest water main on Ronald Reagan Boulevard changes prior to design and construction of the Kaufmann Loop Extension), the costs of design and construction of

which shall be funded by the Developer or District with reimbursement from the City under Section 9.05, and which may be used to provide potable water service to the Land under the conditions set forth in Section 7.05(b).

1.25 “Kauffman Loop Extension Construction Amount” means 110% of the estimated cost of constructing the Kauffman Loop Extension as determined by the Developer’s engineer and approved by the City’s engineer.

1.26 “Kauffman Loop Extension Reimbursable Costs” means all costs and expenses incurred by Developer (on behalf of the District) for the design and construction of the Kauffman Loop Extension, including the following: (i) all costs of reviewing, designing, surveying, easement acquisition, permitting, engineering, materials, labor, construction and inspection arising in connection with the project; (ii) all payments arising under any contracts entered into for the design and construction of the project; (iii) all costs and expenses incurred in connection with obtaining governmental approvals, certificates, or permits for the project; and (iv) all other costs and expenses otherwise incurred for the project; provided that such costs are the actual, documented costs paid by the Developer (on behalf of the District), which costs are subject to approval by the City Engineer (not to be unreasonably withheld or delayed), for the design and construction of the Kauffman Loop Extension.

1.27 “Land” means 437.05 acres of land, more or less, comprised of the ETJ Land and the ETJ-Release Land, shown on Exhibit “A”, and described by metes and bounds in Exhibit B-1 and Exhibit B-2

1.28 “Leander Water System” means the facilities owned and operated by Leander, including water transmission, distribution, and delivery systems, together with all extensions, expansions, improvements, enlargements, betterments, and replacements that provide service to Leander’s retail customers.

1.29 “Notice and Opportunity to Cure” means that, before any right of termination or other remedy authorized hereunder may be exercised (i) the Party who intends to exercise such right or remedy must deliver to the other Parties a written notice which specifies the reason(s) for the intended exercise and the action(s) necessary to avoid it, and (ii) the other Party or Parties fails to cure, within thirty (30) days after receipt of such written notice, the specified problem(s) that would justify the intended exercise of such right of termination or other remedy.

1.30 “Off-Site CTSUD Line Extension” means the water transmission line and related appurtenances to be constructed by Developer and conveyed to the City for purposes of transmitting a supply of potable water from a point of connection with Georgetown’s water transmission system on Highway 29 to the Land, as generally identified in Exhibit “E” attached hereto, on a temporary basis in accordance with the Wholesale Water Service Agreement. The Off-Site CTSUD Line Extension shall be part of the Off-Site Facilities and shall be conveyed to the City upon completion of construction.

1.31 “Off-Site Facilities” means all water and wastewater facilities, excluding the Off-Site Rancho Sienna Line Extension, situated outside the Land that are reasonably required or necessary to serve the Land. The Off-Site Facilities shall include the South San Gabriel

Interceptor Extension, the Off-Site CTSUD Line Extension and the Off-Site Waterline Extension.

1.32 “Off-Site Rancho Sienna Line Extension” means the minimum 12-inch water transmission line improvements and related appurtenances extending from a point of connection with Leander’s water transmission system on Ronald Reagan Boulevard to the Rancho Sienna Infrastructure at the western boundary of the Rancho Sienna Subdivision, as generally shown in red in Exhibit “I” attached hereto, which shall be designed, funded and constructed by City, and which may be used to provide potable water service to the Land under the conditions set forth in Section 7.05(b).

1.33 “On-Site Facilities” means all water, wastewater and drainage facilities internal to the Land that are necessary to serve the Land that are financed and constructed pursuant to Section 7.01; provided that with respect to the provisions of this Agreement addressing conveyance of On-Site Facilities to the City and the City’s obligation to accept, operate or maintain such facilities, streets and drainage facilities are excluded.

1.34 “Off-Site Subdivision Improvements” means any street, drainage facilities, and other amenities and improvements, excluding the Off-Site Facilities, outside of the boundaries of the Land that are reasonably required or necessary to serve the Land; provided that with respect to any provisions of this Agreement addressing conveyance of Off-Site Subdivision Improvements to the City and the City’s obligation to accept, own, operate, or maintain such facilities, streets and drainage facilities are excluded.

1.35 “Off-Site Waterline Extension” means the water transmission line and related appurtenances to be constructed for the purpose of transmitting a supply of potable water from the Leander Water System to the Land and consists of Segment One and Segment Two. The Off-Site Waterline Extension will also include the Kauffman Loop Extension under the conditions set forth in Section 7.05(b). Section 7.05 addresses the design and construction of the Off-Site Waterline Extension.

1.36 “Project” means the development of the Land as a single family residential community with not more than 1,200 single family lots in accordance with this Agreement and the Concept Plan.

1.37 “Project Approvals” means all variances, waivers, and exceptions to the City Development Rules and the City Rules approved by the City, and all properly-granted approvals required under the City Rules for the Project, including the Concept Plan, plat approval, site development plans, and building permits.

1.38 “PUC” means the Public Utilities Commission, or successor agency.

1.39 “Ranch Sienna Infrastructure” means the facilities located within the boundaries of the Rancho Sienna Subdivision, including water transmission, distribution, and delivery systems, that provide water service to customers within the Rancho Sienna Subdivision, together with all extensions, improvements, enlargements, betterments, and replacements to provide water service to customers within the Rancho Sienna Subdivision.

1.40 “Rancho Sienna Subdivision” means the development known as “Rancho Sienna” that is generally located to the east of Ronald Reagan Boulevard, south of Highway 29, and east of the Gabriel’s Overlook in Williamson County, Texas.

1.41 “Segment One” means the minimum 12-inch water transmission line and related appurtenances extending from the Land in a westerly direction along the Highway 29 route generally shown in yellow on Exhibit “I”, which will connect to Segment Two, the costs of design and construction of which shall be funded by the Developer or District in accordance with Section 7.05 without reimbursement from the City, and which shall be used to provide potable water service to the Land as provided in Section 7.05.

1.42 “Segment One Construction Amount” means 110% of the estimated cost of constructing Segment One as determined by the Developer’s engineer and approved by the City’s engineer.

1.43 “Segment Two” means the minimum 12-inch water transmission line and related appurtenances extending westerly along Highway 29 from the terminus of Segment One along the route generally shown in blue on Exhibit “I” to connect Segment One to the Rancho Sienna Infrastructure at the boundary of Rancho Sienna Subdivision or to the Kauffman Loop Extension (as applicable), which will be used to provide potable water service to the Land and to be designed and funded by the City in accordance with Section 7.05(h). The Parties acknowledge that the final point of connection of Segment Two to the Rancho Sienna Infrastructure is not known as this time and the attached exhibit is for illustrative purposes only.

1.44 “Segment Two Reimbursable Costs” means all costs and expenses incurred by Developer (on behalf of the District) for the design and construction of Segment Two, including the following: (i) all costs of reviewing, designing, surveying, easement acquisition, permitting, engineering, materials, labor, construction and inspection arising in connection with the project; (ii) all payments arising under any contracts entered into for the design and construction of the project; (iii) all costs and expenses incurred in connection with obtaining governmental approvals, certificates, or permits for the project; and (iv) all other costs and expenses otherwise incurred for the project; provided that such costs are the actual, documented costs paid by the Developer (on behalf of the District), which costs are subject to approval by the City Engineer (not to be unreasonably withheld or delayed), for the design and construction of the Segment Two.

1.45 “South San Gabriel Interceptor Extension” means the wastewater interceptor to be constructed by Developer for purposes of securing wholesale wastewater treatment and disposal services from Georgetown, as more particularly identified on Exhibit “F” attached hereto. The South San Gabriel Interceptor shall be part of the Off-Site Facilities and shall be conveyed to Georgetown upon completion of construction in accordance with the Interceptor Construction Agreement.

1.46 “Subdivision Improvements” means the water, wastewater and drainage facilities within the District required to serve development in the Land and that will be conveyed to the City upon their completion.

1.47 "Subdivision Ordinance" means Chapter 10 of the City of Leander Code of Ordinances, as amended.

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

1.49 "Wholesale Wastewater Service Agreement" means the agreement for wholesale wastewater services to be entered into by the City and Georgetown for the Land, as amended from time to time.

1.50 "Wholesale Water Service Agreement" means the agreement for temporary wholesale water services to be entered into by the City and Georgetown or Chisholm Trail SUD, as appropriate, as amended from time to time.

1.51 "Zoning Ordinance" means Exhibit A to Chapter 14 of the City of Leander Code of Ordinances.

II. MUNICIPAL UTILITY DISTRICT

2.01 Consent to Creation of District. The City acknowledges receipt of the Developer's request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code for creation of a municipal utility district over the ETJ Land that may exercise all powers granted by Chapters 49 and 54 of the Texas Water Code subject to the terms and conditions of this Agreement. The City has approved the Ordinance and an amendment to that Ordinance, attached as Exhibit "G" (the "Consent Ordinance"), consenting to the inclusion of the ETJ Land described on Exhibit "B-1" within the District subject to the terms, conditions and provisions of this Agreement. The City agrees that Consent Ordinance shall be deemed to constitute the City's consent to the creation of the District on the ETJ Land. No further action shall be required on the part of the City to evidence its consent; however, the City agrees to provide any additional reasonably required confirmation of its consent that may be required by the Developer or the District if requested to do so.

2.02 Consent to Annexation by District. The District may not annex any additional property located outside the Land into its boundaries without the prior written consent of the City. Notwithstanding the foregoing, the City hereby consents to the annexation of the ETJ-Release Land into the corporate boundaries of the District if and when the ETJ-Release Land becomes part of the extraterritorial jurisdiction of the City. Upon request of the District or Developer, the City agrees to provide any additional reasonably required confirmation of its consent to annexation of the ETJ-Release Land, including without limitation, adoption of a resolution or ordinance consenting to such annexation.

2.03 District Powers. The creation of the District and the City's consent thereto are for the purpose of promoting the orderly development and extension of utility services to the Land. Except as limited by this Agreement, the District shall have all powers and functions of municipal utility districts under the laws of the State of Texas, including without limitation, Chapters 49 and 54 of the Texas Water Code.

2.04 District Services.

(a) The District shall not provide retail water or wastewater service to and within the Land.

(b) The District may provide any facilities and services authorized under the laws of the State of Texas other than retail water and wastewater services, including without limitation, park and recreation facilities and services.

2.05 Filing of Budget and Audit Report. The District shall file a copy of its annual audit and a copy of its approved budget for each fiscal year showing projected expenses and revenues with the City Secretary and the City Manager of the City within thirty (30) days after approval by the District's Board of Directors.

2.06 Annexation by City.

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

(b) The Developer and District further agree to support and cooperate with the City in the orderly annexation of the Land by the City, as provided in this Agreement. The Parties further agree that, if the Texas Legislature modifies or amends state law in a manner having the effect of limiting or curtailing the City's ability to annex the Land for full purposes in accordance with the provisions of this Agreement, that the purpose of this Agreement shall be frustrated, and the provisions of Article IV shall apply; provided that, notwithstanding Article IV, the City may in the sole discretion of the City Council, terminate this Agreement. The Developer agrees, on behalf of itself and its successors and assigns and, upon the District's joinder in this Agreement, the District will covenant and agree, that it will not seek or support, or cause to be sought or supported, legislation that causes any term of this Agreement to be ineffective, invalid, or unenforceable. To the extent allowed by law, the Developer and the District further agree that this Agreement shall control in the event of a conflict with current or future laws.

(c) The District shall be lawfully created by order of TCEQ within two (2) years from the Effective Date of this Agreement.

(d) Subject to the discretion of the City Council of the City, if the District and/or the Developer are not in material compliance with the terms of the Agreement after Notice and Opportunity to Cure, the City may annex the District and the Land at any time prior to the expiration of the periods set forth in this Agreement in compliance with state law.

(e) Prior to annexation of the District, the City, in the discretion of the City Council, and if requested by the District, may negotiate with the District a strategic partnership agreement

pursuant to Texas Local Government Code Section 43.0751, under which the District shall become a limited district which owns and maintains the parks and amenities located in the District, with the ability to enforce restrictive covenants. It is acknowledged that creation of a limited district, with separate taxing authority from that of the City, shall require approval by the voters in the District. In the event such an agreement is proposed, the District shall give reasonable public notice, and all public notice required by law, to the residents of the District. Any limited district that is created shall be obligated to file its annual budget and audit with the City, and comply with the applicable terms and provisions of this Agreement, in the same manner as is provided for the District.

(f) The City retains the unilateral discretion to decide whether to annex or dissolve the District, in whole or in part, provided that the City agrees that, if it makes such decision to annex or to dissolve the District, in whole or in part, the City shall do so only in the event of an uncured material default by the Developer and/or the District after Notice and Opportunity to Cure; otherwise, the City may annex or dissolve the District in compliance with state law, no earlier than (i) the date at least ninety percent (90%) by dollar amount of the total park, road, water, wastewater and drainage facilities for which the District bonds may be authorized ("requisite percentage of District facilities") have been constructed and (ii) Developer has been fully reimbursed by the District for such requisite percentage of the District's facilities in accordance with the rules of TCEQ. Further, except in the event of an uncured material default after Notice and Opportunity to Cure, the City will not annex the District prior to fifteen (15) years after the Effective Date. Unless a limited district is created as set forth above, the District shall be dissolved on the date and in the manner specified in the City ordinance completing such annexation, but in no event more than 90 days after the effective date of such annexation, unless a longer time period for completing the annexation is allowed by law. Upon the dissolution of the District, the City shall immediately succeed to all properties, powers, duties, assets, debts, liabilities, and obligations of the District.

2.07 Execution of Agreement.

(a) The Developer covenants and agrees to cause the Board of the District to approve and execute this Agreement and to deliver an executed original of this Agreement to the City within thirty (30) days after the Board holds its organizational meeting. If the District fails to execute and deliver this Agreement to the City within such thirty (30) day period, the City may, following Notice and Opportunity to Cure, terminate this Agreement upon ten (10) days' written notice to the other Party. If this Agreement is terminated pursuant to this Section, then the City may elect in its sole discretion to repeal the Consent Ordinance.

(b) If the District fails to approve, execute, and deliver this Agreement to the City as required by Section 2.07(a); such failure is not cured following Notice and Opportunity to Cure; and the City does not terminate this Agreement, such failure will constitute a material breach of this Agreement by the Developer and operate to prohibit the District from taking any affirmative act to issue Bonds until the failure has been cured. The City will have all rights to enjoin the issuance of Bonds during any period in which a material breach exists under this Section.

(c) If the Developer fails to cause the District to approve, execute and deliver this Agreement as required by Section 2.07(a), then the City may withhold development approvals

until the breach has been cured, and the Developer may not, from and after the date of such breach, enter into any agreements with the District or seek reimbursement from the District for any expenses incurred in connection with the District or development of the Property until the breach has been cured.

III. EASEMENT

3.01 Easement. By separate legal instrument and notation on the plat for each section or phase of the subdivision in the District, the Developer shall grant and convey to the City the Easement, to the extent such interest does not conflict with Section 54.234 of the Texas Water Code as to road powers of a municipal utility district and reimbursement for costs of certain roads, over all the streets, utility easements and rights-of-way, whether public or private, shown and set forth and dedicated on the plat of each section or phase in each subdivision of the District in a form substantially similar to that set forth in Exhibit " C". The Easement shall be recorded in the real property records of Williamson County at the same time as the final plat for each respective section or phase of each subdivision. The Easement shall grant and convey to the City the authority to provide or contract with third parties to control, manage, regulate, franchise, license and administer the use and occupancy of such streets, easements and rights-of-way by third parties, e.g. utilities, cable television and public service providers, for the purpose of providing any service or product to adjoining or abutting property or to any other property within the Land, and shall provide that the Developer shall not grant such authority to any other person. The Easement will convey to the City an interest in real property for the City to provide utility and public services, and regulate and control such streets, easements and rights-of way for the purposes described in this Section and Agreement in substantially the same manner that it exercises such authority and power over the streets, easements and rights-of-way located within the City, including, but not limited to, the power to demand and require third parties to obtain a franchise, license or permit for the use and occupancy of the streets, easements and rights-of-way, and to repair, in compliance with City- or County-established standards and specifications, as appropriate, all cuts, excavations and damages made by those parties within such streets, easements and rights-of- way. The Easement shall further provide a specific exception that authorizes the use of such streets, easements and rights-of-way for water, wastewater and drainage facilities that are constructed, installed, maintained or operated by or on behalf of the District, which exception shall not be assignable; provided that any political subdivision or retail public utility, other than the District, the City or Georgetown that owns the water, wastewater, or drainage facilities shall be required to obtain a franchise or license from the City to the extent authorized by applicable law; provided further that nothing herein shall obligate the City to maintain or operate drainage facilities. The District acknowledges that the Developer is contractually obligated to convey the Easement to the City and does not object to such conveyance.

IV. FRUSTRATION OF PURPOSE

4.01 Frustration of Purpose.

(a) If any word, phrase, clause, sentence, paragraph, section or other part of this Agreement is modified in whole or in part as a result of valid, retroactive, mandatory and material modifications or amendments to the underlying statutory authority for this Agreement and such modifications or amendments also limit the City's Charter authority for this Agreement, or a final judicial decree for which all appeals have expired or been exhausted imposes or results in a material limitation on the authority for this Agreement, then the Parties agree and understand that the purpose of this Agreement may be frustrated. It is specifically provided that it shall be an incurable default by Developer, if the Developer or any entity or person in privity with the Developer lobbies, advocates or seeks legislation that is inconsistent with the authority for, or the terms of, this Agreement, and the Developer thereafter attempts to rely upon or claim the benefits of such legislation with respect to this Agreement.

(b) If one Party contends that a frustration of purpose has occurred, that Party shall notify all other Parties in writing of the alleged frustration of purpose and the factual and legal basis for that claim.

(c) The Parties agree that upon receipt of notice of an alleged frustration of purpose, the Parties shall meet and confer and attempt to amend or revise the Agreement to accomplish to the greatest degree practical the same purpose and objective of the portions of this Agreement affected by the frustration of purpose.

(d) If the Parties cannot agree within ninety (90) days of one Party notifying the other Parties in writing of an alleged frustration of purpose to a mutually agreeable amendment or revision to this Agreement, any Party may thereafter file a court action within thirty (30) days of such notice, seeking a declaration that a frustration of purpose has occurred. If no Party files such an action within thirty (30) days as described above, then no frustration of purpose shall have occurred, and this Section 4.01 shall be inapplicable unless and until any Party sends another notification pursuant to Section 4.01(b).

(e) If a court of competent jurisdiction issues an order, which becomes final because of the exhaustion of all appellate rights ("Final Order"), and which Final Order adjudicates that the Agreement has had its purpose frustrated; then the Parties shall attempt for ninety (90) days to amend or modify this Agreement to the extent necessary to address the frustration of purpose declared by the Final Order. The Parties agree that they shall attempt to amend or revise this Agreement to the greatest degree practical to accomplish the same purpose and objective of the part of this Agreement that has been frustrated as declared by the court or arbitration panel. If the Parties cannot agree on any such amendment or revision within ninety (90) days from the date of the Final Order, then any Party may:

(i) Terminate this Agreement, and this Agreement shall no longer apply to those portions of the Land that have not been annexed by the City. It is the intent of the Parties that, to the extent allowed by law, the portions of the Land that have not been annexed and to which this Agreement ceases to apply shall return to their jurisdictional status as the property existed on the date immediately prior to the Effective Date of this Agreement;

(ii) Notwithstanding Section 4.01(e)(i) above, any portion of the Land that has not yet been annexed, but for which water and wastewater service has been made available or for which water and wastewater service is planned and for which a contract has been awarded for construction of infrastructure to provide water and wastewater service to that portion of the Land, the City may annex such areas after termination of this Agreement pursuant to this Section 4.01; and

(iii) If this Agreement is not terminated by any Party within sixty (60) days after such ninety (90) day post final judgment, amendment or revision period, the City may, at its sole option, proceed to annex for full purposes those portions of the Land that have not been previously annexed for full purposes.

V. ISSUANCE OF BONDS

5.01 Purposes. The District may issue bonds or notes for all purposes authorized under the laws of the State of Texas including without limitation, for the purposes of the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, or contract rights, necessary to (a) provide a water supply for municipal uses, domestic uses, and commercial purposes; (b) collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; (c) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; (d) pay those expenses authorized pursuant to Section 49.155 of the Texas Water Code; (e) design, acquire, construct, finance, and convey thoroughfares, arterial or collector roads to the County for operation and maintenance as authorized pursuant to Section 54.234 of the Texas Water Code; and (f) develop and maintain park and recreational facilities as authorized pursuant to Subchapter N of Chapter 49 of the Texas Water Code. The District may reimburse the Developer in amounts and for purposes only as authorized by TCEQ rules and regulations, or in the absence of any such rules and regulations, to the extent authorized by the laws of the State of Texas.

5.02 Maximum Amount of New Money Bonds. The District agrees that the total principal amount of all new money Bonds that may be issued by the District, on a cumulative basis, may not exceed \$70,000,000 without prior City Council approval. This total principal amount of Bonds will be exclusive of the principal amount of any authorized refunding Bonds.

5.03 Terms and Conditions of District Bonds.

(a) Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements, provided that such requirements do not generally render the Bonds unmarketable:

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

(2) Bonds or notes for financing District facilities must be amortized over a period of time that does not exceed a period that expires on or before thirty-five (35) years from the date of issuance of the District's first series of bonds.

(3) The Bonds (other than refunding Bonds and Bonds sold to a federal or state agency) shall only be sold after the taking of public bids therefor, and no Bonds shall be sold for less than ninety-seven percent (97%) of par, provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, shall not exceed 3% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the 30-day period next preceding the date notice of the sale of the Bonds is given (or, if the Daily Bond Buyer ceases to exist, a comparable publication reporting average bond interest rates);

(4) The District shall reserve the right to redeem each series of its Bonds at any time no later than the tenth (10th) anniversary of the date of issuance, without premium;

(5) No variable rate Bonds shall be issued by the District without City approval;

(6) The first series of Bonds shall be issued by the District not later than the tenth (10th) anniversary of the date of the City's acceptance of the subdivision infrastructure for the first phase of the subdivision.

5.04 Notice to City. The District may issue bonds and notes, including bond anticipation notes and revenue notes, only after notifying the City of its intention to do so at least thirty (30) days prior to the anticipated date of execution of the proposed bond or note purchase agreement.

5.05 Notice of Bond Sale. Except as provided in Section 5.08, at least 30 days before submission of an application for the approval of the District's issuance of any bonds, to the TCEQ or its successor agency, the District will deliver a notice to the City containing: (a) the amount of bonds being proposed for issuance; (b) a description of the projects to be funded by the bonds; and (c) the date that the bonds will finally mature and be paid in full. For bonds not subject to City review or approval described in Section 5.08, at least seven days before submission of an application for approval of the issuance of the bonds to the Attorney General, the District will deliver a notice to the City containing (a) the amount of the bonds being proposed for issuance; (b) a description of bonds to be refunded; and (c) the expected debt service savings.

5.06 Submittal of Bond Application. No later than five days after the filing of any bond application with TCEQ, the District will provide the application to the City. The City may object to any bond issue which does not comply with the terms of this Article, Section 7.05(d), Section 7.05(g), Section 7.05(i), or Section 7.05(j), or if the District is otherwise in default with respect to any other term of this Agreement (a "City Objection").

5.07 Bond Objections. Any City Objection must (a) be in writing; (b) be given to the District within 30 days from the date of the City's receipt of District's notice under Section 5.05 or 5.06 of this Agreement to be timely made (as used herein); (c) be signed by the City Manager or Finance Director of the City; and (d) specifically identify the non-compliance or default, including any failure by the Developer or District to provide financial assurance to the City in accordance with Article VII of this Agreement. If a City Objection is timely made, the City and the District will use good faith efforts to resolve the City Objection within a reasonable time, and the District will not proceed with the sale of the Bonds to which the City Objection applies until the City Objection has been cured or waived. If a City Objection is not timely made, the District may proceed with the sale of the Bonds without needing to resolve any City Objection. The District agrees to include, in each application to the TCEQ for the approval of the issuance of Bonds, a copy of this Agreement.

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

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

5.10 Other Funds. The District may use funds and assets from any other available, lawful sources to provide for such acquisition, ownership, maintenance and operation, as well as to accomplish any purpose or to exercise any function, act, power or right authorized by law. Such funds and assets must include, without limiting the generality of the foregoing, revenues from any of the systems, facilities, properties and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants and

donations from public or private sources; and revenues from any other source lawfully available to the District.

5.11 Limit of City's Liability. Unless the City annexes the District and assumes the assets and liabilities of the District upon its dissolution, neither the Bonds nor any other obligations of the District will ever become an obligation of the City. The City's obligations under this Agreement will not extend beyond its obligations to operate and maintain the Subdivision Improvements after conveyance to the City and to use the Subdivision Improvements to serve the Property, and residents and customers within the District. Nothing herein will prevent the City from using the Subdivision Improvements to serve customers outside of the District.

VI. CONCEPT PLAN AND DEVELOPMENT APPROVALS

6.01 Development of the Land.

(a) The Land shall be developed in compliance with the Applicable Rules, the City Development Rules, the City Rules, this Agreement and pursuant to the Concept Plan, as it may be amended from time to time, and good engineering practices; provided that all development within the Land shall comply with the density and number of acres proposed for each type of land use set forth in this Agreement and the Concept Plan. The Land may be developed with the densities and the uses shown on the Concept Plan. The Land may be developed in phases according to the phasing plan approved by the City. The Developer shall provide community trails and parks and recreational facilities within the Land. Such facilities, if constructed, shall be conveyed to, operated, and maintained by the District except as otherwise required by the Georgetown Development Standards, and except those facilities that the City determines will be dedicated to the City, in its sole discretion, at the time of final plat for each phase of the subdivision. Parks shall be open for the use of the general public and shall not be restricted to use by District residents only; provided, however, any amenity center and similar facilities located within the Land may be restricted to residents or members.

(b) The City Development Rules that apply to the Property are the following City ordinances, rules, and regulations governing subdivision, land use, site development, and building construction: (i) Chapter 3 of the Code, Building Regulations, as amended; (ii) Article 5,03, Fire Code, as amended; (iii) Chapter 10 of the Code, Subdivision Regulations, as amended; (iv) Chapter 13 of the Code, Utilities, as amended; (v) the following sections of Chapter 14 of the Code, Exhibit A, Zoning Ordinance, as amended (the "Zoning Ordinance"): (A) regulations for the zoning districts set forth in Section 6.01(c); and (B) Article IX, Site Development; and (vi) Appendix A, Fee Schedule, to the Code, as amended. The Developer hereby agrees that the City Development Rules shall be applicable to and enforceable with respect to the Property as if the Property were located in the City limits. If there is any conflict between the Project Approvals and the City Development Rules, the Project Approvals shall prevail. If there is a conflict between this Agreement and the City Rules, this Agreement shall prevail.

(c) For the purpose of establishing development standards for the Project, the regulations for the following zoning districts, as set forth in the Zoning Ordinance, shall apply:

For lots 50 feet to 59 feet: Zoning District Single Family Compact SFC-2-A

For lots 60 feet to 69 feet: Zoning District Single Family Urban SFU-2-A

For lots 70 feet and wider: Zoning District Single Family Estate SFS-2-A

The Developer shall have the flexibility to mix the various residential products and define the boundaries for each lot type during the platting process, provided that the number of lots that are less than 60 feet in width does not exceed 70 percent (70%) of the total number of lots on the Land. Each plat submitted to the City will identify the particular Development Standards that apply for each lot shown on the plat and shall provide a summary table of the number of lots within each lot size category for the plat being considered as well as a cumulative total of the lots within each lot size category for all previously approved plats.

(d) As a condition of final plat approval for the first phase of the subdivision, the Developer shall deliver to the City financial security in an amount equal to 110% of the estimated costs for completion of the South San Gabriel trail and the Trail (as defined in Exhibit "H"), in a form and amount reasonably acceptable to the City and that complies with the Subdivision Ordinance's requirements for fiscal postings or that is otherwise approved by the City, securing the costs of construction of the required trail improvements. Upon completion and City acceptance, as appropriate, of construction of the trail improvements, the City shall release the financial assurance.

6.02 ETJ-Release Land.

(a) Notwithstanding any provision of this Agreement to the contrary, all terms of this Agreement relating to development of the Land, including the Concept Plan and Georgetown Development Standards, shall be applicable to the ETJ-Release Land only if and when the ETJ-Release Land is transferred into the ETJ of the City. In the event the ETJ-Release Land is not transferred into the ETJ of the City, then development of the ETJ-Release Land shall be governed by all applicable ordinances, rules and policies of any governmental entity with relevant jurisdiction over the ETJ-Release Land.

(b) City acknowledges and agrees that Georgetown has established certain development requirements as conditions for release of the ETJ-Release Land from Georgetown's ETJ to Leander's ETJ, as more particularly described on Exhibit "H" to this Agreement (the "Georgetown Development Standards"). The Georgetown Development Standards shall govern the development of the ETJ-Release Land and ETJ Land (specifically to the extent applicable thereto as set forth in Exhibit "H") in the event that the ETJ-Release Land is transferred into the City's ETJ. In the event of any conflict between the City Rules and the Georgetown Development Standards, the Georgetown Development Standards shall prevail. In the event of a conflict between Exhibit "H" and the development requirements set forth in the ETJ Release Agreement as conditions for release of the ETJ-Release Land from Georgetown's ETJ, the development requirements set forth in the ETJ Release Agreement shall control.

6.03 Concept Plan Approved. The Concept Plan is hereby approved.

6.04 Review Process. The City acknowledges that efficient City reviews are necessary for the effective implementation of the Developer's development program. Therefore, the City agrees that it will timely review and respond with substantive comments or approval to all construction and development applications and any requests for approvals under this Agreement. The Developer acknowledges that the City's subdivision applications provide for the Developer to waive the application of the deadlines for approval of plat applications set forth in Chapter 212, Texas Local Government Code, and the Developer consents to the waiver of such deadlines; provided that, the City agrees that if, at any time, the Developer believes that an impasse has been reached with City staff on any development issue affecting the Project or that the City staff has not timely responded to a construction or development application, the Developer may immediately appeal to City Manager for a resolution and that the City Manager's decision is immediately appealable to City Council at the earliest meeting at which the City Council agrees to place the item on the agenda for consideration, which will not be unreasonably withheld. The Developer agrees that the appeal process described in this section does not supersede any statutory or ordinance requirements for public hearing and notification. Notwithstanding anything contained herein to the contrary, no final plat for the Project or a phase thereof may be recorded until the South San Gabriel Interceptor Extension is completed and accepted by Georgetown. The City specifically acknowledges and agrees that the Developer may commence and continue construction of the On-Site Facilities and other internal infrastructure improvements simultaneously with construction of the South San Gabriel Interceptor Extension.

6.05 Review/Submittal Fees. Developer agrees to timely pay the City's standard plat application fees, plan review fees and inspection fees and such other fees as set forth in the City's Rules.

6.06 Additional Project Approvals. City hereby approves the following with respect to the Project:

(i) Internal and collector roads may be constructed in accordance with the "Paving/Sidewalk Exhibit" attached hereto as Exhibit "J";

(ii) Street lighting shall only be required to be located at 400 foot intervals along collector roads; at road intersections and in cul-de-sacs;

(iii) All trails within the Land that will be maintained by the MUD or the homeowners association may be constructed with mulch or other pervious materials. Any trails that are dedicated to the City of Leander, including South San Gabriel River trail, shall be constructed in accordance with the Georgetown Development Standards; and

(iv) Storm water filtration may be provided by overland flow in accordance with plans and specifications approved by the TCEQ.

VII. UTILITY FACILITIES

7.01 Construction of On-Site Facilities and Off-Site Subdivision Improvements.

The Developer or District, at the Developer's or District's sole expense, shall construct all On-Site Facilities and Off-Site Subdivision Improvements that are necessary and required to serve the Land, including the drainage system and storm water management improvements; the water system and wastewater system, and all associated piping, valves, and hydrants within designated easements or rights of way up to the customer side of the meter; and the wastewater system, including all piping, manholes, and lift stations up to the point of service entry by a single customer. The On-Site Facilities and the Off-Site Subdivision Improvements will be designed and constructed in accordance with the Applicable Rules, ordinances, rules and regulations of the City and any other governmental agency with jurisdiction, and good engineering practices; provided that the on-site water and wastewater infrastructure shall be designed and constructed in accordance with the City Rules. The On-Site Facilities and the Off-Site Subdivision Improvements shall be constructed in accordance with plans and specifications approved by the City Engineer, which shall not be unreasonably withheld or delayed, and good engineering practices. Notwithstanding the foregoing, the South San Gabriel Interceptor Extension shall be designed and constructed in accordance with the Interceptor Construction Agreement; the Applicable Rules, ordinances, rules or regulations shall not be applicable thereto; and no approvals of the City Engineer shall be applicable thereto. To the extent of any conflict between the Applicable Rules, ordinances, rules and regulations of the City as they relate to the Off-Site CTSUD Line Extension and the requirements of the Wholesale Water Service Agreement, the requirements of the Wholesale Water Service Agreement shall prevail.

7.02 Ownership, Operation and Maintenance of On-Site Facilities and Off-Site Subdivision Improvements. Within ninety (90) calendar days of its completion or acquisition of any On-Site Facilities or Off-Site Subdivision Improvements or at such time required by the Subdivision Ordinance, the Developer or District will convey them free of all liens and encumbrances to the City subject to: (i) the reservation of sufficient capacity interest in the On-Site Facilities and Off-Site Subdivision Improvements for service to the District, and (ii) the Developer's right to reimbursement from the District. The City agrees to accept said On-Site Facilities and Off-Site Subdivision Improvements for operation and maintenance upon completion of construction in accordance with this Agreement, release of all liens, the assignment of two-year maintenance bonds from the construction contractor to the City, and compliance with any other terms set forth in the Subdivision Ordinance that are conditions or prerequisites to the City accepting subdivision improvements. Upon such acceptance, the City shall be responsible for all costs and expenses associated with the facilities and exercising any rights as beneficiary under the maintenance bond, and the District and Developer shall be released of any and all obligations related to the facilities accepted by the City; provided that the District and the Developer contract with a third party contractor to construct such facilities. Notwithstanding anything contained herein to the contrary, no streets or drainage facilities shall be dedicated to Leander, nor shall Leander be obligated to accept streets or drainage facilities for operation and maintenance. The Parties acknowledge that it is their intention that all streets located within the Land shall be dedicated to, and maintained by, Williamson County until annexation by the City of the lands in the District. The Parties further agree that the District shall be responsible for ownership, operation and maintenance of the drainage facilities until annexation and dissolution of the District. In connection therewith, the City agrees to work in good faith with the District to enter into an agreement for billing services for any drainage fee

adopted by the Board of Directors of the District that would allow the drainage fee to be included on the customers' retail monthly water and sewer bills, and have the City remit such drainage fee revenues to the District. The District may assign maintenance obligations for the drainage facilities to a homeowners association with prior approval of the City, which shall not be unreasonably withheld or delayed.

7.02 Construction of Off-Site Facilities. The Developer or the District shall be responsible for the construction of the Off-Site Facilities that are necessary to serve the Land. The Off-Site CTSUD Line Extension shall be designed and constructed in accordance with the terms and conditions of the Wholesale Water Service Agreement, construction plans approved by the City Engineer and Georgetown, and, to the extent that there is no conflict with the Wholesale Water Service Agreement the Applicable Rules. The South San Gabriel Interceptor Extension shall be designed and constructed in accordance with the Interceptor Construction Agreement. With respect to any Off-Site Facilities to be conveyed to the City, such facilities shall be constructed in accordance with the Applicable Rules, ordinances, rules, and regulations of the City, good engineering practices, and plans and specifications approved by the City Engineer, which shall not be unreasonably withheld or delayed. The South San Gabriel Interceptor Extension and any other Off-Site Facilities to be conveyed to Georgetown shall be constructed in accordance with plans and specifications approved by Georgetown, except as may otherwise be set forth in the Wholesale Wastewater Service Agreement.

7.03 Ownership, Operation, and Maintenance of Off-Site Facilities. Within ninety (90) calendar days of its completion or acquisition of the Off-Site CTSUD Line Extension and any other Off-Site Facilities to be conveyed to the City or at such time required by the Subdivision Ordinance, the Developer or District will convey the improvements free of all liens and encumbrances to the City subject to: (i) the reservation of sufficient capacity interest in the Off-Site CTSUD Line Extension and such Off-Site Facilities for service to the District, and (ii) the Developer's right to reimbursement from the District. The City agrees to accept the Off-Site CTSUD Line Extension and any Off-Site Facilities to be conveyed to the City for operation and maintenance upon completion of construction, release of all liens, the assignment of two-year maintenance bonds from the construction contractor to the City, and compliance with any other terms set forth in the Subdivision Ordinance, this Agreement, or the Wholesale Water Service Agreement that are conditions or prerequisites to the City accepting subdivision improvements. Upon such acceptance, the City shall be responsible for all costs and expenses associated with the facilities and exercising any rights as beneficiary under the maintenance bond, and the District and Developer shall be released of any and all obligations related to the facilities accepted by the City; provided that the District and the Developer contract with a third party contractor to construct such facilities. The South San Gabriel Interceptor Extension shall be conveyed to Georgetown for ownership, operation and maintenance upon completion of construction in accordance with the terms and conditions of the Interceptor Construction Agreement.

7.04 Construction of the Off-Site Waterline Extension.

(a) The Parties acknowledge and agree that the Off-Site CTSUD Line Extension and the Wholesale Water Services Agreement are a temporary means of providing potable water service to the Land, and that the Wholesale Water Agreement provides that the Permanent

Connection Infrastructure, as defined in the Wholesale Water Agreement, must be completed and accepted, and the temporary wholesale water services terminated, by August 8, 2021. The Off-Site Waterline Extension constitutes the Permanent Connection Infrastructure.

(b) In the event that either (i) the Rancho Sienna Infrastructure has been transferred to Leander; Leander has obtained authorization from the PUC to provide retail water service to the Rancho Sienna Subdivision; and there is sufficient capacity for Leander to use the Rancho Sienna Infrastructure to deliver water to the Land by February 1, 2020; or (ii) Leander has entered a wheeling agreement with Georgetown upon terms and conditions acceptable to Leander allowing Leander to wheel water through the Rancho Sienna Infrastructure by February 1, 2020; then the Off-Site Waterline Extension shall consist of: Segment One and Segment Two. In the event that (i) the Rancho Sienna Infrastructure has not been transferred to Leander; Leander has not obtained authorization from the PUC to provide retail water service to the Rancho Sienna Subdivision; or there is insufficient capacity in the Rancho Sienna Infrastructure to allow Leander to deliver water to the Land by February 1, 2020; and (ii) Leander has not entered a wheeling agreement with Georgetown upon terms and conditions acceptable to Leander allowing Leander to wheel water through the Rancho Sienna Infrastructure by February 1, 2020; then the Off-Site Waterline Extension shall consist of: Segment One; Segment Two; and the Kauffman Loop Extension. The City shall notify Developer in writing as to whether the Off-Site Waterline Extension shall include the Kauffman Loop Extension by February 8, 2020; provided that failure of the City to notify the Developer by February 8, 2020 shall not relieve the Developer or the District of their obligation to design and construct the Kauffman Loop Extension as required by this Agreement.

(c) The Developer or the District shall be responsible for the design of Segment One, Segment Two, and the Kauffman Loop Extension (if applicable), and all costs associated therewith. The City shall be responsible for the design of the Off-Site Rancho Sienna Line Extension (if applicable), and all costs associated therewith.

(d) The District or Developer shall be responsible for construction of the Off-Site Waterline Extension, and all costs associated therewith; provided that the City shall reimburse the Developer for the Segment Two Reimbursable Costs as provided in Section 7.05(h) below. The Off-Site Waterline Extension shall be designed and constructed in accordance with the Applicable Rules, construction plans approved by the City Engineer, and good engineering practices. Except as provided in Section 7.05(f), which provides an earlier deadline for design of Segment One, the Developer shall commence design of the Off-Site Waterline Extension on or before February 8, 2020 and obtain City approval of such plans on or before June 1, 2020 (provided the City shall not unreasonably withhold or delay approval). The Developer shall commence construction of the Off-Site Waterline Extension on or before August 1, 2020, and shall complete and obtain City acceptance of the Off-Site Waterline Extension by April 30, 2021 (provided the City shall not unreasonably withhold or delay acceptance). In the event the Developer or the District do not timely commence design or construction of the Off-Site Waterline Extension or complete and obtain City approval or acceptance, as appropriate, of the construction plans or the Off-Site Waterline Extension, then such shall constitute grounds for a City Objection and the City may withhold its approval of any additional final plats, permits or authorizations for connection to City water and wastewater utilities, or other development

approvals for the Land, may object to the issuance of Bonds, and/or may exercise any other remedy authorized under this Agreement after Notice and Opportunity to Cure is given both to the District and to Developer.

(e) In the event that either (i) the Rancho Sienna Infrastructure has been transferred to Leander; Leander has obtained authorization from the PUC to provide retail water service to the Rancho Sienna Subdivision; and there is sufficient capacity for Leander to use the Rancho Sienna Infrastructure to deliver water to the Land by February 1, 2020; or (ii) Leander has entered a wheeling agreement with Georgetown upon terms and conditions acceptable to Leander allowing Leander to wheel water through the Rancho Sienna Infrastructure by February 1, 2020; then the City shall design and construct the Off-Site Rancho Sienna Line Extension. The City shall commence construction of the Off-Site Rancho Sienna Line Extension on or before August 1, 2020, and shall complete construction on or before April 30, 2021.

(f) The Developer shall include the plans and specifications for Segment One with the construction plans submitted for the first phase of the subdivision. Submission of plans and specifications for Segment One that comply with this Agreement and the Applicable Rules shall be a condition of approval of the construction plans for the first phase of the subdivision. As a condition of final plat approval for the first phase of the subdivision, the Developer shall deliver to the City financial security that complies with either Section 28(d)(2) or 28(d)(3) of the Subdivision Ordinance, unless otherwise approved by the City, in the amount of the Segment One Construction Amount securing the costs of construction of Segment One. The deadline for construction and completion of Segment One is set forth in Section 7.05(d), and shall control in the event of a conflict with deadlines for completion of infrastructure set forth in the Subdivision Ordinance. The financial security shall be released to Developer upon the earlier of the following to occur: (i) the deposit by District or Developer of funds in an amount equal to the Segment One Construction Amount in an escrow account subject to an escrow agreement that is agreeable to the parties; or (ii) completion and City acceptance of Segment One. The amount secured by the financial assurance shall be updated every year based on an updated estimate of construction costs prepared by a licensed professional engineer, licensed to practice in the State of Texas, and approved by the City Engineer. The Segment One Construction Amount shall be adjusted pursuant to the cost estimate accepted by the City Engineer.

(g) This subsection shall apply if the Off-Site Waterline Extension includes the Kauffman Loop Extension, as provided in Section 7.05(b). Simultaneously with the submittal of plans and specifications for the Off-Site Waterline Extension, the Developer (on behalf of the District) shall submit to City for approval the proposed Kauffman Loop Extension Construction Amount (if applicable). In connection with its approval of the plans and specifications, the City shall specify any required changes to the Kauffman Loop Extension Construction Amount (if applicable). Developer shall provide financial assurance to secure its obligation to fund construction of the Kauffman Loop Extension (if applicable) as follows:

(i) With respect to the Kauffman Loop Extension (if applicable), the Developer must notify the City in writing prior to February 8, 2020 as to whether the Kauffman Loop Extension Construction Amount will be funded with proceeds of District bonds or by alternative financial assurance. If the payment obligation is to be funded by the proceeds of District bonds, then prior to (and as a condition of approval

of any future subdivision plats) but in no event later than July 1, 2020, the District and Developer must execute an assignment of bond proceeds in a form to be approved by the City and any other documents required to assign the rights to the next bond proceeds to the City in an amount equal to the Kauffman Loop Extension Construction Amount; provided that such assignment shall terminate in the event Developer completes and obtains City acceptance of the Kauffman Loop Extension. If an alternative form of financial assurance is to be provided, then Developer must post such alternative financial assurance that complies with either Section 28(d)(2) or 28(d)(3) of the Subdivision Ordinance, unless otherwise approved by the City, in a form approved by the City, prior to and as a condition of approval of the next subdivision plat (but in no event later than July 1, 2020). The City reserves the right to require the posting of alternative fiscal assurance instead of accepting an assignment of bond proceeds.

(ii) If Developer and Developer fail to execute an assignment of bond proceeds or post alternative financial assurance in a form approved by the City by July 1, 2020, then such shall constitute grounds for a City Objection, and the City may withhold its approval of any additional final plats, permits or authorizations for connection to City water and wastewater utilities, or other development approvals for the Land, may object to the issuance of Bonds, and/or may exercise any other remedy authorized under this Agreement after Notice and Opportunity to Cure is given both to the District and to Developer unless the Kauffman Loop Extension has been completed and accepted.

(iii) If for any reason the Developer and District fail to fund the Kauffman Loop Extension Construction Amount in accordance with this Agreement and the City funds and constructs the Kauffman Loop Extension, then the City shall be entitled to all bond proceeds thereafter issued by the District, and shall retain water impact fees collected from the Land in full, until it recovers its costs associated with design and construction of the Kauffman Loop Extension. The District and Developer agree to execute any documents reasonably required or requested by the City to accomplish such assignment of bond proceeds. After recovery of such costs, then the District may thereafter issue bonds to reimburse eligible costs incurred by the Developer in accordance with the terms of this Agreement and any agreement(s) between the District and the Developer.

(h) Developer shall ensure that the contractor(s) for construction of the Off-Site Waterline Extension segregate all costs and invoices relating to construction of Segment One, Segment Two, and the Kauffman Loop Extension (as applicable). The Developer may submit and be reimbursed for payment requests for the Segment Two Reimbursable Costs only. Upon payment of any pay application for Segment Two, the Developer shall furnish a copy of the pay application and proof of Developer's payment to the City, as well as any other supporting documentation required by the City to determine the accuracy of the pay request. The City shall reimburse the Developer for each pay application meeting the requirements of this Section 7.05(h) relating to construction of Segment Two within thirty (30) days after receipt by City of the complete pay application, proof of payment from the Developer, and any other supporting documentation required by the City to determine the accuracy of the pay request.

(i) The City shall be responsible for obtaining easements or other appropriate authorizations as may be necessary for the Off-Site Waterline Extension located outside of the boundary of the Land; provided that Developer shall dedicate any required easements located on property (including the Land) that is owned by Developer, at no cost to the City. The Off-Site Waterline Extension is necessary and required improvements for the City's water system. It is acknowledged there is and exists a public necessity for the Off-Site Waterline Extension. The City shall obtain rights-of-entry or other appropriate authorization for use of land upon which the Off-Site Waterline Extension will be located by February 1, 2020, and shall obtain easements or other appropriate authorizations for land upon which the Off-Site Waterline Extension will be located by July 1, 2020.

(j) Notwithstanding any provision in this Agreement to the contrary, the Developer agrees that the City may elect, in its sole discretion, to construct all or any portion of the Off-Site Waterline Extension in order to meet the deadline for completion of the Permanent Infrastructure set forth in the Wholesale Water Agreement. Under such circumstances, the City may draw upon such funds or financial assurance previously tendered or paid by Developer or by the District to the City for funding Segment One and the Kauffman Loop Extension for payment of construction costs incurred by the City to construct Segment One and, in the event it is included in the Off-Site Waterline Extension, the Kauffman Loop Extension. To the extent that any portion of Segment One Construction Amount or the Kauffman Loop Extension Construction Amount has not been funded when the City elects to commence construction of Segment One and the Kauffman Loop Extension (if the Kauffman Loop Extension is included in the Off-Site Waterline Extension) in order to meet deadlines for installation of necessary capital improvements to allow termination of wholesale water service under the Wholesale Water Service Agreement, the Developer shall provide funding on behalf of the District within thirty (30) days of receipt of a written request for payment from the City (which request shall not be made sooner than sixty (60) days prior to the award of a contract by the City for construction of any portion of Segment One constructed by the City). City agrees that it shall not make any such funding request to District or Developer prior to February 8, 2020. Any such payment made by Developer shall be deposited into an escrow account and held in escrow in accordance with the terms of an escrow agreement in a form acceptable to the City. In the event the Developer or the District do not timely fund the Segment One Construction Amount or the Kauffman Loop Extension Construction Amount when required under this Agreement, then such shall constitute grounds for a City Objection and the City may withhold its approval of any additional final plats or other development approvals for the Land, may deny applications for connection to the City's water and wastewater utilities, may object to the issuance of Bonds, and/or may exercise any other remedy authorized under this Agreement after Notice and Opportunity to Cure is given both to the District and to Developer.

(k) Notwithstanding any provision in this Agreement to the contrary, in the event the District or Developer do not timely fund the Segment One Construction Amount, or any portion thereof, or the Kauffman Loop Extension Construction Amount, or any portion thereof, when required under this Agreement, then District and Developer hereby assign to City the proceeds of any and all District bonds thereafter issued by the District in the amount of the Segment One Construction Amount or the Kauffman Loop Extension Construction Amount not timely funded,

and the Developer and the District agree to execute any additional documents required to give effect to this subsection.

(l) Upon completion of the Off-Site Waterline Extension and acceptance by the City, any and all remaining escrowed monies shall be released from the escrow account(s) to the District or to Developer (according to which party funded the escrow(s)), or any alternative form of financial assurance shall be released to the party that provides such financial assurance.

7.05 Reimbursement of Costs for Facilities and Infrastructure. The City agrees that the District may reimburse the Developer for its cost of design and construction of any On-Site Facilities and Off-Site Facilities constructed by the Developer on behalf of the District for which Developer has not been reimbursed by the City under Section 7.05(h) or for which the Developer has not received impact fee reimbursements under Section 9.05, and other eligible costs and expenses authorized under this Agreement and the laws of the State of Texas.

7.06 Timely Completion of Infrastructure. Developer currently intends to develop the Land based on market demand and conditions. Development will be completed as and when Developer determines it to be economically feasible, provided that timing and market constraints will not authorize, excuse or permit the Developer failing to complete construction of any phase or section of District facilities and infrastructure, the On-Site Facilities, the Off-Site Facilities, or the Off-Site Subdivision Improvements, (the "Infrastructure") once construction is started, or after an area is cleared for development; and provided further that this Section shall not relieve Developer or the District of the obligations to comply with specific deadlines set forth in this Agreement or the Applicable Regulations. Subject to force majeure, if clearing begins for any phase of the Infrastructure, that phase of the Infrastructure must be installed, constructed, and completed in compliance within the earlier of the time required by the City Rules or within two years (the "Required Timeframe"). Subject to force majeure, if Developer commences construction of any phase of the Infrastructure but subsequently fails to complete construction within the Required Timeframe, Developer will be presumed to have abandoned the Project, and the City, at its option, may

(i) Terminate this Agreement after providing Notice and Opportunity to Cure; and

(ii) Revoke its authorization for the issuance of the balance of the District's unissued bonds and dissolve the District at that time; however, if construction of the applicable phase of Infrastructure is in progress, in good faith, at the expiration of the Required Timeframe, the City may postpone dissolution of the District, and the corresponding revocation of authority to issue bonds, provided that if Developer subsequently fails to progress with the completion of the Infrastructure for a period of two years, Developer shall be presumed to have abandoned such construction and the City may dissolve the District and revoke its authorization for the issuance of the balance of the District's unissued bonds at that time.

VIII. UTILITY SERVICES AND OTHER SERVICES

8.01 Retail Water and Wastewater Services. The City shall provide retail water and wastewater services to all customers within the Land on the same terms as other similarly-situated retail customers located outside of the City limits, subject to the terms of this Agreement.

8.02 Water and Wastewater CCN.

(a) The Parties acknowledge and agree that the Land is currently located within the certificated water service territory of Chisholm Trail SUD. To the extent that the Developer desires retail water service from the City prior to the date that the Land is transferred into the CCN of the City or otherwise released from Chisholm Trail SUD's (or its successor's) CCN, then the Developer shall be responsible for preparing and processing a petition for release of the Land from the certificated water service territory of Chisholm (or its successor) under Section 13.254 of the Texas Water Code. Developer shall file such petition with the PUC within thirty (30) days of written request by the City and shall diligently pursue obtaining the release of the Land from Chisholm Trail SUD's (or its successor's) CCN. The City shall have no obligation to provide retail water service to customers located within the Land until such time as the City obtains certification (single or dual) for the Land, or the Land is released from the CCN of any retail public utility other than the City and any other conditions required by Section 13.254 as a prerequisite to the City providing retail water service are met. The Developer agrees to pay the CCN Release Payment to CTSUD on or before May 31, 2015. The Developer further agrees to pay any compensation awarded under Section 13.254 in connection with proceedings to decertify the Land from CTSUD's (or its successor's) CCN. The City shall not be obligated to provide retail water service to the Land if the Release Payment is not timely made. City agrees that any compensation awarded in connection with such proceeding and any other costs paid by the Developer may be reimbursed by the District from proceeds from the sale of Bonds.

(b) Developer shall not object to the City's application or efforts to obtain a water or sewer CCN for the Land and shall submit a letter in support of the City's water and/or sewer CCN application within thirty (30) days of the City's request.

8.03 Wholesale Wastewater Services. The City agrees that it will engage in good faith negotiations with Georgetown to promptly enter into the Wholesale Wastewater Service Agreement under which Georgetown will provide wholesale wastewater services to the City for the Land. The City agrees that it shall not enter into the Wholesale Wastewater Service Agreement for which the Developer or District will be responsible for payment of costs or construction of facilities without the Developer's prior written consent. Developer acknowledges and agrees that the City shall not be required or obligated to provide retail wastewater services to the Land until such time as the Wholesale Wastewater Service Agreement is executed and is in effect, the South San Gabriel Interceptor Extension is completed and accepted by Georgetown, and any other conditions for commencement of wholesale wastewater service set forth in the Wholesale Wastewater Service Agreement are met, or the Parties amend this Agreement to provide for the extension of City wastewater facilities to the Land. The City's provision of retail wastewater service shall be subject to any conditions and limitations on wholesale wastewater service to the Land set forth in the Wholesale Wastewater Agreement. Developer and the District, on behalf of themselves, and their respective successors and assigns,

agree to comply with the Wastewater Standards, as that term is defined in the Wholesale Wastewater Agreement.

8.04 Wholesale Water Services. The City agrees that it will engage in good faith negotiations with Georgetown and CTSUD to promptly enter into the Wholesale Water Service Agreement under which Georgetown and CTSUD will provide wholesale water services to the City for the Land utilizing the Off-Site CTSUD Line Extension. The City agrees that it shall not enter into the Wholesale Water Service Agreement for which the Developer or District will be responsible for payment of costs or construction of facilities without the Developer's prior written consent. Developer acknowledges and agrees that the City shall not be required or obligated to provide retail water services to the Land until such time as: (a) the Land has been released from CTSUD's CCN, or CTSUD and Georgetown otherwise agree that Leander may provide retail water service to the Land; (b) Developer has paid the CCN Release Payment by May 31, 2015; and (c) the Wholesale Water Service Agreement is executed, and is in effect, the Off-Site CTSUD Line Extension is completed and accepted by the City, and any other conditions for commencement of wholesale water service set forth in the Wholesale Water Service Agreement are met, or the Off-Site Waterline Extension is completed and operational. The City's provision of retail wastewater service shall be subject to any conditions and limitations on wholesale water service to the Land set forth in the Wholesale Water Agreement.

8.05 Garbage Services. The District may provide solid waste disposal and recycling services to all customers within the Land.

8.06 Dry Utilities. Any natural gas, electric, telephone and data communication utility infrastructure plans shall be designed to meet the requirements of the specific utility service provider and shall be inspected and accepted for maintenance by said utility service provider.

8.07 Police, Electric, and Emergency Medical (EMS) Services. The Developer acknowledges and agrees that the City shall not provide police, electric, and EMS services to serve the Land, and the City shall have no responsibility therefor.

IX. OTHER PAYMENTS AND FEES

9.01 Impact Fees.

(a) The Developer, its grantees, successors, assigns and subsequent purchasers of any portion of the Land, agree that the applicant for a plumbing permit or building permit, as appropriate, for each lot, tract, parcel, or building site within the Land shall be required to pay a wastewater impact fee in the amount that is established by ordinance by Georgetown and that is in effect from time to time (the "Wastewater Impact Fee") during the term of the Wholesale Wastewater Service Agreement. The Developer shall obligate each grantee, successor and assign of all or a part of the Land to pay such impact fee. The Wastewater Impact Fee shall be payable with respect to each lot, tract, parcel, or building site at such time that a plumbing permit or building permit, as appropriate, for the building or structure is applied for, at which time the City will collect the fee. The City will timely pay the Wastewater Impact Fees collected under this subsection to Georgetown in accordance with the Wholesale Wastewater Service

Agreement. Neither Developer nor any applicants for service within the Land shall be responsible for payment of any City impact fees for wastewater service as long as the Land receives wastewater service through the Wholesale Wastewater Service Agreement.

(b) The Developer, its grantees, successors, assigns and subsequent purchasers of any portion of the Land, agree that the applicant for a plumbing permit or building permit, as appropriate, for each lot, tract, parcel, or building site within the Land shall be required to pay the water impact fee established pursuant to Chapter 395, Tex. Loc. Gov't Code in the amount that is established by the City and that is in effect from time to time (the "Water Impact Fee"). The Developer shall obligate each grantee, successor and assign of all or a part of the Land to pay such impact fee. The Water Impact Fee shall be payable with respect to each lot, tract, parcel, or building site at such time that a plumbing permit or building permit, as appropriate, for the building or structure is applied for, at which time the City will collect the fee.

(c) City agrees that in recognition of Developer's or District's funding of Segment One, no costs of designing or constructing Segment One shall be included in City's capital improvement program or impact fee calculation. The purpose of the foregoing restriction is to ensure that customers within the Land do not pay for the same costs twice.

(d) Notwithstanding any provision in this Agreement to the contrary, the City agrees that under no circumstances shall any person or property within the Land be subject to the payment of an impact fee to both the City and to Georgetown for the same type of utility service.

9.02 Plumbing Permit. The Developer acknowledges and agrees that the City may regulate the installation of plumbing in the Project in the same manner that it regulates plumbing within the City limits, including but not limited to requiring construction plans, a permit to install plumbing, and performing plumbing inspections. The Developer further acknowledges and agrees to that the City may adopt reasonable fees to defray the costs of regulating plumbing on the Land, which shall be paid by the applicant for a plumbing permit as set forth in the relevant City ordinance, rule or policy.

9.03 Base Charge; Wheeling Charge. The District agrees to pay the Base Charge, as that term is defined in the Wholesale Water Agreement, charged by Georgetown to the City under the Wholesale Water Agreement until such time that the cumulative retail base monthly fees paid by retail water customers in the Land to the City exceed the Base Charge payable by the City to Georgetown under the Wholesale Water Agreement, as reasonably determined by the City. In the event that the City enters a water wheeling agreement with Georgetown to transmit potable water through the Rancho Sienna Infrastructure to the Land, the District shall pay the fee charged by Georgetown under the wheeling agreement (the "Wheeling Fee") until such time that the monthly fees paid by retail customers on the Land to the City exceed the Wheeling Fee, as reasonably determined by the City. The District shall pay the Base Charge and the Wheeling Fee, if applicable, within thirty days of the invoice setting forth the Base Charge and Wheeling Fee, if applicable, for the prior month. In the event the District fails to timely pay the Base Charge after Notice and Opportunity to Cure, the City shall have the same remedies to enforce payment of the Base Charge against the District as Georgetown has for Leander's failure to pay the Base Charge as set forth in the Wholesale Water Agreement, which are herein incorporated by reference for all purposes, as well as any other remedies available to the City under this

Agreement. In the event the District fails to timely pay the Wheeling Charge after Notice and Opportunity to Cure, the City shall have the same remedies to enforce payment of the Wheeling Charge against the District as Georgetown may have in the wheeling agreement, as well as any other remedies available to the City under this Agreement.

9.04 Other Fees. Unless specifically stated otherwise herein, all City fees shall be applicable to and paid by Developer as set forth in the relevant City ordinance, rule or policy.

9.05. Water Impact Fee Rebate

(a) Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement, if the Developer constructs the Kauffman Loop Extension as provided in Section 7.05, Developer shall receive a rebate of sixty percent (60%) of the Water Impact Fees paid to the City for connections to the City water utility system within the Land until such time as Developer recovers all Kauffman Loop Extension Reimbursable Costs (the “**Impact Fee Rebates**”). The Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Impact Fee Rebates, or a combination of Impact Fee Rebates and one or more payments from the City (specifically paid for reimbursement of such costs and not for other purposes) equal to the Kauffman Loop Extension Reimbursable Costs; (ii) the expiration of this Agreement; or (iii) the termination of this Agreement by reason of a Developer default. The City may at any time, in its sole discretion, pay the Developer the balance of the Kauffman Loop Extension Reimbursable Costs from any source of funds available to the City in one or more lump sum payments. The City may suspend payment of Impact Fee Rebates if Developer is in default of this Agreement until such time that Developer cures the default.

(b) Subject to the terms, provisions and conditions of this Agreement, the City will rebate sixty percent (60%) of the Water Impact Fees as provided this Article, not to exceed the Kauffman Loop Extension Reimbursable Costs. Commencing on the Effective Date and continuing until the Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Water Impact Fees (the “**Water Impact Fee Escrow Account**”). The City will deposit into the Water Impact Fee Escrow Account sixty percent (60%) of the Water Impact Fees paid to and received by the City for connections within the Land. The Escrow Account will be held by the City and the Impact Fee Rebates paid out to Developer as provided in this Agreement. Payments of Impact Fee Rebates to Developer shall begin after Developer completes and obtains City acceptance of the Kauffman Loop Extension .

(c) Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date the City receives the Water Impact Fees. The payments will be in an amount equal to sixty percent (60%) of the Water Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Water Impact Fees for the connection of two (2) single-family lots within the Land in November and December 2016, on or before the 15th day of January 2017, the City will pay an Impact Fee Rebate to Developer (or its assignee) in an amount equal to sixty percent (60%) of the Water Impact Fees for the two (2) single-family lots within the Land plus such other Water

Impact Fees as were collected during the prior quarter. As further example, if for the months of January, February and March 2017 the City collects Water Impact Fees for the connection of five (5) single-family lots within the Land, then, on or before April 15, 2017, the City will pay an Impact Fee Rebate to Developer in an amount equal to sixty percent (60%) of the amount of the Water Impact Fees collected for the five lots. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Water Impact Fees at such time, if any, as Developer, its grantees, successors and assigns, have : (i) been paid Water Impact Fees in an amount equal to the Kauffman Loop Extension Reimbursable Costs; or (ii) been paid a combination of Water Impact Fees and one or more payments from the City in amounts equal to the Kauffman Loop Extension Reimbursable Costs. It is further specifically provided that Developer shall not receive Impact Fee Rebates at any time that such are in excess of the Kauffman Loop Extension Reimbursable Costs. The City agrees that the District may reimburse any Reimbursable Costs with bond proceeds and in such event, any Impact Fee Rebates relating to the same Reimbursable Costs shall be tendered to the District, and not Developer.

X. AUTHORITY AND VESTING OF RIGHTS

10.01 Authority. This Agreement is entered into, in part, under the statutory authority of Section 172 of Chapter 212 of the Texas Local Government Code. The Parties intend that this Agreement will provide for the continuation of the extraterritorial status of the Land as provided in this Agreement; authorize certain land uses and development on the Land; and provide for the uniform review and approval of plans and development plants for the Land.

10.02 Vesting of Rights. The City acknowledges the importance to the Developer of having certainty and predictability of development regulations while planning the Project. Likewise, the Developer recognizes the City's need over time to modify its existing development regulations in response to the requirements of a growing city. As a result, Developer has the vested authority to develop the Land in accordance with this Agreement, to the extent authorized by Chapter 245, Texas Local Government Code. This Agreement shall constitute the first application in a series of applications for purposes of vesting as contemplated in Chapter 245 of the Texas Local Government Code solely with respect to the terms of this Agreement.

10.03 Landowner's Right to Continue Development. In consideration of the Developer's agreements hereunder, the City agrees that it shall not, during the term of this Agreement, impose or attempt to impose (a) any moratorium on building or development within the Land or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Land, except and unless the moratorium is mandated by an agency of the State of Texas or the United States, or is applicable to the City in its entirety, except as authorized by this Agreement. The City shall not, however, be in default based upon the imposition of temporary moratoria due to a restriction or curtailment of service imposed under the Wholesale Water Agreement or Wholesale Wastewater Agreement, due to a shortage of water supply, storage or distribution capacity or a shortage of wastewater transmission or treatment capacity, or due to an emergency constituting an imminent threat to the

public health or safety, provided that any such moratorium shall continue with respect to the Land only during the duration of the emergency.

XI. TERM OF AGREEMENT

11.01 Term of Agreement. Unless earlier terminated under the provisions of this Agreement, the term of this Agreement will commence as of the Effective Date of this Agreement and will remain in effect for a period of 40 years after the Effective Date. This Agreement may be extended by mutual agreement of the Parties in writing for such period as mutually agreed upon and duly authorized by their respective governing bodies. The provisions of Article V shall survive termination of this Agreement and may be enforced as provided in Article V or Article XII.

XII. DEFAULT AND RELATED PROVISIONS

12.01. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder Notice and Opportunity to Cure has occurred. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement, including the right to obtain a writ of mandamus or an injunction requiring the defaulting party to comply with their respective obligations under this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. The provisions of this Agreement providing remedies in the event of a party's default of this are not intended to be exclusive remedies. The parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement in addition to, and cumulative to, remedies provided in this Agreement. In addition to any other material defaults identified in this Agreement or under Texas common law, the following shall constitute material default of this Agreement:

- (i) the failure by District or Developer to timely commence design or construction of the Off-Site Waterline Extension in accordance with the terms of this Agreement after Notice and Opportunity to Cure;
- (ii) the failure of the District or the Developer to timely complete the design or construction of the Off-Site Waterline Extension in accordance with the terms of this Agreement after Notice and Opportunity to Cure;
- (iii) the failure by District or Developer to timely fund (or provide financial assurance for) the Segment One Construction Amount or Kauffman Loop Extension Construction Amount in accordance with the terms of this Agreement after Notice and Opportunity to Cure;

- (iv) the failure by City to timely secure all possession and use rights required for Developer to construct the Off-Site Waterline Extension in accordance with the terms of this Agreement after Notice and Opportunity to Cure;
- (v) the failure by the Developer or the District to comply with Section 3.01; and
- (vi) the failure of the District to comply with Article V.

12.02. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

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

12.04. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

12.05. Force Majeure. If for any reason of force majeure, any Party shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if the Party shall give notice of the reasons in writing to the other Parties within a reasonable time after the occurrence of the event, or cause relied on, the obligation of the Party giving the notice, so far as it is affected by the force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, canals, or other structures, and any inability of a party to perform on account of any other cause not reasonably within the control of the Party.

XIII. GENERAL PROVISIONS

13.01 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of

competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

13.02 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party. The City acknowledges and agrees that the Developer may assign its rights and obligations hereunder, in whole or in part, to any lender as collateral. The Developer shall provide notice of any such assignment to the City, which may require the assignee to execute an instrument evidencing its assumption of the assigned obligations.

13.03 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

13.04 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

13.05 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

13.06 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

13.07 Notices. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it with Federal Express or another delivery service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (ii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice given in any manner will be effective when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

LEANDER: City of Leander
Attn: City Manager
200 W. Willis
Leander, Texas 78641
Email: kcagle@leandertx.gov

with copy to: Knight & Partners
Attn: Paige Saenz
223 W. Anderson Lane, Ste A105
Austin, Texas 78752
Email: paige@cityattorneytexas.com

DEVELOPER: Sentinel Land Company, LLC
9111 Jollyville Road, Suite 212

Austin, Texas 78731
Attn: David Nairne
Email: David_Nairne@hotmail.com

Sentinel Land Company
4910 Campus Drive
Newport Beach, CA 92660
Attn: Tom Rielly
Email: tomr@shamrockcommunities.com

with copy to:

Anthony S. Corbett
Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78746
Email: tcorbett@freemanandcorbett.com

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

13.08 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

- Exhibit A - Description of Land
- Exhibit B-1- Description of ETJ Land
- Exhibit B-2- Description of ETJ-Release Land
- Exhibit C - Form of Easement
- Exhibit D - Concept Plan
- Exhibit E - Off-Site CTSUD Waterline Extension
- Exhibit F - South San Gabriel Interceptor Extension
- Exhibit G - Consent Ordinance
- Exhibit H - Georgetown Development Standards
- Exhibit I - Segment One, Segment Two, Kauffman Loop Extension, Off-Site Rancho Sienna Line Extension
- Exhibit J- Paving/Sidewalk Street Exhibit

13.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

13.10 Time of the Essence. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday,

Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

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

13.12 Effective Date; Recordation. This Agreement shall be effective on the latest date accompanying the signature lines below. This Agreement, or a Memorandum of Agreement signed by both parties shall be recorded in the Official Public Records of Williamson County, Texas within sixty days of the Effective Date, at Developer's expense.

13.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts (including, without limitation, counterparts transmitted by facsimile or other electronic means (e.g., .PDF via email)), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument

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ATTEST:

Debbie Hale
City Secretary



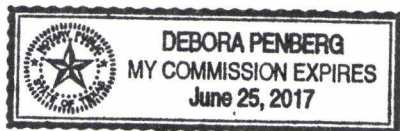
CITY OF LEANDER:

By: [Signature]
Printed Name: Christopher Fielder
Title: MAYOR
Date: 4/24/15


State of Texas
County of Williamson

This instrument was acknowledged before me on the 24th day of April, 2015 by Christopher Fielder, Mayor of the City of Leander, Texas

Debora Penberg
Notary



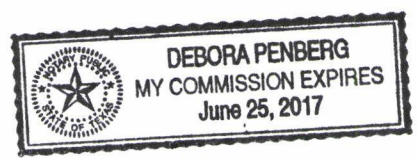
SENTINEL LAND COMPANY, LLC

By: 
Name: Thomas J. Kelly
Title: President

Date: 4/23/15

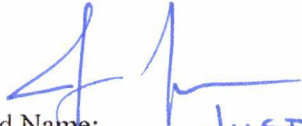
State of Texas
County of Williamson


This instrument was acknowledged before me on the 23rd day of April, 2015 by Thomas Kelly of Sentinel Land Company



Debora Penberg
Notary

WEST WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 2:

BY: 
Printed Name: JUSTIN LANGE
Title: PRESIDENT
Date: 6/10/15



District Secretary

STATE OF TEXAS

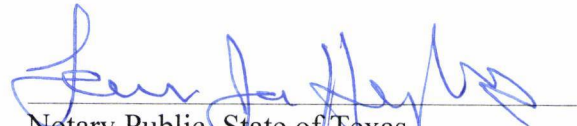
§

COUNTY OF WILLIAMSON

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§

This instrument was acknowledged before me, on the 10th day of June, 2015, by Justin Lange, President of West Williamson County Municipal Utility District No. 2 and by Brad Zamzow, Secretary of West Williamson County Municipal Utility District No. 2.


Notary Public, State of Texas

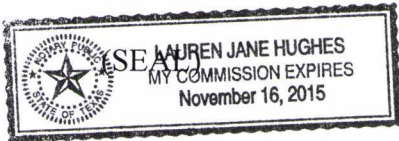


EXHIBIT A

Description of the Land

EXHIBIT B-1

Description of ETJ Land



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

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

3500 McCall Lane
Austin, Texas 78744

**386.98 ACRES
GREENLEAF FISK SURVEY, ABSTRACT NO. 5,
BARTHOLEMEW MANLOVE SURVEY, ABSTRACT NO. 420
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 386.98 ACRES (APPROXIMATELY 16,856,662 SQ. FT.), IN THE GREENLEAF FISK SURVEY ASBTRACT NO. 5, WILLIAMSON COUNTY, TEXAS AND THE BARTHOLEMEW MANLOVE SURVEY, ABSTRACT NO. 420, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 30' STRIP (FIRST TRACT) AND A PORTION OF A 437.64 ACRE TRACT (SECOND TRACT), DESCRIBED IN A SPECIAL WARRANTY DEED TO DON H. LIVELY FAMILY PARTNERSHIP, LTD., DATED DECEMBER 29, 1998 AND RECORDED IN DOCUMENT NO. 9901719 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 2.64 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO DON H. LIVELY FAMILY PARTNERSHIP, LTD., DATED JULY 3, 2013 AND RECORDED IN DOCUMENT NO. 2013063744 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 386.98 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Chaparral" cap set in the south right-of-way line of State Highway 29 (right-of-way width varies), for the northeast corner hereof, being the northeast corner of said 30' strip, and being the northwest corner of a 491.95 acre tract described in Volume 570, Page 483 of the Deed Records of Williamson County, Texas;

THENCE, leaving said State Highway 29, with the west line of said 491.95 acre tract, as found fenced, occupied and used upon the ground, in part being the east line of said 30 foot strip, and in part being the east line of said 437.64 acre tract, the following twelve (12) courses and distances:

1. South 21°44'59" East, a distance of 1251.15 feet to a 1/2" rebar with "Chaparral" cap set for the southeast corner of said 30 foot strip, being the northwest corner of said 437.64 acre tract;
2. South 12°17'52" West, a distance of 47.71 feet to a 1/2" rebar with "Chaparral" cap set;

3. South 19°23'38" East, a distance of 1435.72 feet to a 1/2" rebar with "Chaparral" cap set;
4. South 20°38'46" East, a distance of 385.75 feet to a 1/2" rebar with "Chaparral" cap set;
5. South 20°36'37" East, a distance of 210.67 feet to a 1/2" rebar with "Chaparral" cap set;
6. South 20°46'45" East, a distance of 651.86 feet to a calculated point;
7. South 20°59'20" East, a distance of 822.02 feet to a calculated point;
8. South 21°49'53" East, a distance of 493.25 feet to a 1/2" rebar with "Chaparral" cap set;
9. South 21°36'00" East, a distance of 253.35 feet to a 1/2" rebar with "Chaparral" cap set;
10. South 21°35'17" East, a distance of 184.35 feet to a 1/2" rebar with "Chaparral" cap set;
11. South 21°23'05" East, a distance of 662.69 feet to a 1/2" rebar with "Chaparral" cap set;
12. South 21°27'49" East, a distance of 291.87 feet to a calculated point;

THENCE crossing said 437.64 acre tract, with the scaled Leander/Georgetown E.T.J. line (provided to the surveyor by others), with a curve to the left, having a radius of 11456.00 feet, a delta angle of 12°39'29", an arc length of 2530.89 feet, and a chord which bears South 35°28'40" West, a distance of 2525.75 feet to a calculated point in the south line of said 437.64 acre tract, same being the north line of a 121.45 acre tract described in Document No. 2008092676 of the Official Public Records of Williamson County, Texas and also being in the centerline of the south fork of the San Gabriel River;

THENCE with the centerline of the south fork of the San Gabriel River, continuing with the south line of said 437.64 acre tract, in part being the north line of said 121.45 acre tract, and in part being the north line of a 206.57 acre tract described in Document No. 2013115216 of the Official Public Records of Williamson County, Texas, the following four (4) courses and distances:

1. North 83°25'10" West, a distance of 395.30 feet to a calculated point;

2. South 88°03'44" West, a distance of 96.03 feet to a calculated point for the northwest corner of said 121.45 acre tract, being the northeast corner of said 206.57 acre tract;
3. South 88°03'44" West, a distance of 67.44 feet to a calculated point;
4. South 75°21'26" West, a distance of 56.85 feet to a calculated point for the southwest corner of said 437.64 acre tract, being an angle point in the north line of said 206.57 acre tract and also being the southeast corner of Lot 115, Gabriels-Overlook Section One, a subdivision of record in Cabinet S, Slide 218 of the Plat Records of Williamson County, Texas, for the southwest corner hereof;

THENCE with the west line of said 437.64 acre tract, same being the east line of Lots 108-115, said Gabriels-Overlook Section One, the following two (2) courses and distances:

1. North 21°35'09" West, a distance of 1226.40 feet to a 1/2" rebar found;
2. North 18°33'06" West, a distance of 381.17 feet to a 2" metal fence post found for an angle point in east line of said Lot 108, being the southeast corner of a 49.404 acre tract described in Document No. 2013103448 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 437.64 acre tract, same being the east line of said 49.404 acre tract, the following seven (7) courses and distances:

1. North 18°17'49" West, a distance of 212.09 feet to a 2" metal fence post found;
2. North 20°46'27" West, a distance of 758.41 feet to a 1/2" rebar found;
3. North 20°52'26" West, a distance of 600.26 feet to a 1/2" rebar found;
4. North 21°32'38" West, a distance of 344.62 feet to a 1/2" rebar found;
5. North 20°28'31" West, a distance of 177.79 feet to a 1/2" rebar found;
6. North 20°34'25" West, a distance of 242.27 feet to a 1/2" rebar found;
7. North 21°11'57" West, a distance of 271.02 feet to a 2" metal fence post found for the northeast corner of said 49.404 acre tract, being the southeast corner of Lot 24 said Gabriels-Overlook Section One;

THENCE with the west line of said 437.64 acre tract, same being the west line of Lots 7-24 of said Gabriels-Overlook Section One, the following seven (7) courses and distances:

1. North 22°52'22" West, a distance of 44.49 feet to a 1/2" rebar with "Chaparral" cap set;
2. North 23°26'14" West, a distance of 229.07 feet to a 1/2" rebar found;
3. North 19°27'56" West, a distance of 302.58 feet to a calculated point;
4. North 07°08'47" West, a distance of 459.01 feet to a 1/2" rebar found;
5. North 08°55'54" West, a distance of 832.85 feet to a 1/2" rebar with "Chaparral" cap set;
6. North 08°25'05" West, a distance of 789.61 feet to a 1/2" rebar found;
7. North 08°49'15" West, a distance of 328.34 feet to a 1/2" rebar found for the northwest corner of said 437.64 acre tract, being the northeast corner of said Lot 7 and also being an angle point in the south line of Lot 6, said Gabriels-Overlook Section One, for the westernmost northwest corner hereof;

THENCE with the north line of said 437.64 acre tract, in part being the south line of Lots 5 and 6 of said Gabriels-Overlook Section One, and in part being the south line of said 48.567 acre tract, the following five (5) courses and distances:

1. North 85°03'10" East, a distance of 180.43 feet to a 1/2" rebar found;
2. North 85°01'20" East, a distance of 357.83 feet to a 1/2" rebar found;
3. North 82°19'06" East, a distance of 113.06 feet to a 1/2" rebar with "Pate Surveyors" cap found;
4. North 82°13'59" East, a distance of 348.44 feet to a 1/2" rebar with "Pate Surveyors" cap found;
5. North 83°06'23" East, a distance of 1129.71 feet to a 1/2" rebar with "Chaparral" cap set for the southwest corner of said 2.64 acre tract, from which a 1/2" rebar with cap found near a fence corner post in the north line of said 437.64 acre tract, same being the southwest corner of said 30 foot strip and also being the southeast corner of said 2.64 acre tract, bears North 83°06'23" East, a distance of 95.70 feet;

THENCE with the west line of said 2.64 acre tract, the following three (3) courses and distances:

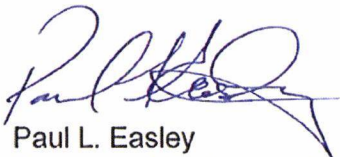
1. North 21°33'09" West, a distance of 125.76 feet to a calculated point;
2. North 22°11'19" West, a distance of 670.90 feet to a calculated point;
3. North 22°44'17" West, a distance of 496.30 feet to a 1/2" rebar with "Chaparral" cap set on the south right-of-way line of said State Highway 29, being the northwest corner of said 2.64 acre tract, for the northernmost northwest corner hereof;

THENCE with the south right-of-way line of State Highway 29, in part being the north line of said 2.64 acre tract, and in part being the north line said 30 foot strip, with a curve to the right, having a radius of 5679.58 feet, a delta angle of 01°31'13", an arc length of 150.70 feet, and a chord which bears South 83°26'45" East, a distance of 150.69 feet to the **POINT OF BEGINNING**, containing 386.98 acres of land, more or less.

Surveyed on the ground June 18, 2014.

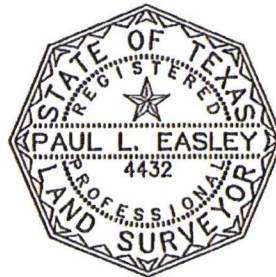
Bearing basis: The Texas Coordinate System of 1983, Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: None.



06/23/14

Paul L. Easley
Registered Professional Land Surveyor
State of Texas No.4432
T.X.B.P.L.S. Firm No. 10124500



WEST WILLIAMSON COUNTY MUD NO. 2

SKETCH TO ACCOMPANY DESCRIPTION OF 386.98 ACRES IN THE GREENLEAF FISK SURVEY, ABSTRACT 5, AND THE BARTHOLOMEW MANLOVE SURVEY, ABSTRACT 420, AND THE A.H. PORTER SURVEY, ABSTRACT 490, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 30' STRIP (FIRST TRACT) AND A PORTION OF 437.64 ACRE TRACT (SECOND TRACT) DESCRIBED IN A DEED TO DON. H. LIVELY FAMILY PARTNERSHIP, LTD. IN DOCUMENT NO. 9901719, AND ALL OF A 2.64 ACRE TRACT DESCRIBED IN A DEED TO DON. H. LIVELY FAMILY PARTNERSHIP, LTD. IN DOCUMENT NO. 2013063744, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

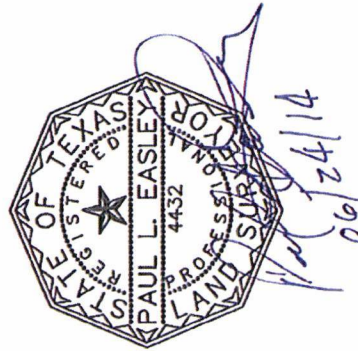
- 1/2" REBAR FOUND (OR AS NOTED)
- M 1/2" REBAR WITH "FOREST RPLS #1847" CAP FOUND
- D 1/2" REBAR WITH "DIAMOND SURVEYING" CAP FOUND
- P 1/2" REBAR WITH "PATE SURVEYORS" CAP FOUND
- CAP 1/2" REBAR WITH ILLEGIBLE CAP FOUND
- W 1/2" REBAR WITH "WALKER 5283" CAP FOUND
- ▲ M MAG NAIL FOUND
- ▲ 80D NAIL FOUND
- * COTTON SPINDLE FOUND
- ⊙ 2" METAL FENCE POST FOUND
- P.O.B. POINT-OF-BEGINNING
- R.O.W. RIGHT-OF-WAY
- () RECORD INFORMATION

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	11456.00'	12°39'29"	2530.89'	S35°28'40"W	2525.75'
C2	5679.58'	1°31'13"	150.70'	S83°26'45"E	150.69'

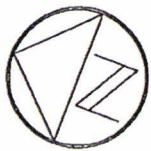
LINE	BEARING	DISTANCE
L1	S21°44'59"E	1251.15'
L2	S12°17'52"W	47.71'
L3	S19°23'38"E	1435.72'
L4	S20°38'46"E	385.75'
L5	S20°36'37"E	210.67'
L6	S20°46'45"E	651.86'
L7	S20°59'20"E	822.02'
L8	S21°49'55"E	493.25'
L9	S21°36'00"E	253.35'
L10	S21°35'17"E	184.35'
L11	S21°23'05"E	662.69'
L12	S21°27'49"E	291.87'
L13	N83°25'10"W	395.30'
L14	S88°03'44"W	96.03'
L15	S88°03'44"W	67.44'
L16	S75°21'26"W	56.85'
L17	N21°35'09"W	1226.40'
L18	N18°33'06"W	381.17'
L19	N18°17'49"W	212.09'
L20	N20°46'27"W	758.41'
L21	N20°52'26"W	600.26'
L22	N21°32'38"W	344.62'
L23	N20°28'31"W	177.79'
L24	N20°34'25"W	242.27'
L25	N21°11'57"W	271.02'
L26	N22°52'22"W	44.49'
L27	N23°26'14"W	229.07'
L28	N19°27'56"W	302.58'
L29	N07°08'47"W	459.01'
L30	N08°55'54"W	832.85'

LINE	BEARING	DISTANCE
L31	N08°25'05"W	789.61'
L32	N08°49'15"W	328.34'
L33	N85°03'10"E	180.43'
L34	N85°01'20"E	357.83'
L35	N82°19'06"E	113.06'
L36	N82°13'59"E	348.44'
L37	N83°06'23"E	1129.71'
L38	N21°33'09"W	125.76'
L39	N22°11'19"W	670.90'
L40	N22°44'17"W	496.30'
L41	N83°06'23"E	95.70'

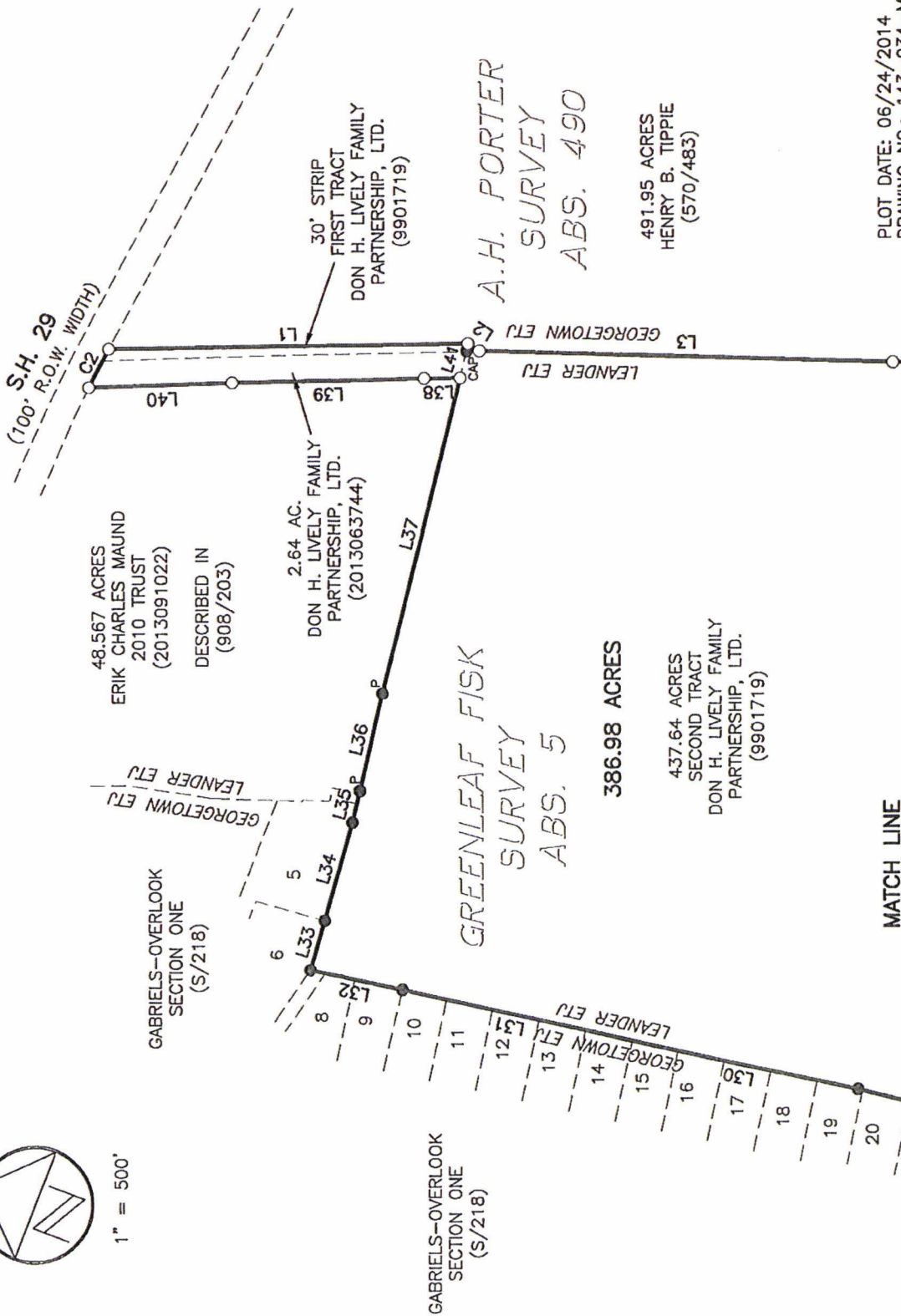


PLOT DATE: 06/24/2014
 DRAWING NO.: 143-034-MUD
 PROJECT NO.: 143-034
 T.B.P.L.S. FIRM NO. 10124500
 DRAWN BY: PLE
 SHEET 1 OF 4

Chaparral



1" = 500'



S.H. 29
(100' R.O.W. WIDTH)

PLOT DATE: 06/24/2014
 DRAWING NO.: 143-034-MUD
 PROJECT NO.: 143-034
 T.B.P.L.S. FIRM NO. 10124500
 DRAWN BY: PLE
 SHEET 2 OF 4





1" = 500'

MATCH LINE
SEE SHEET 2

GREENLEAF FISK
SURVEY
ABS. 5

386.98 ACRES

437.64 ACRES
SECOND TRACT
DON H. LIVELY FAMILY
PARTNERSHIP, LTD.
(99017119)

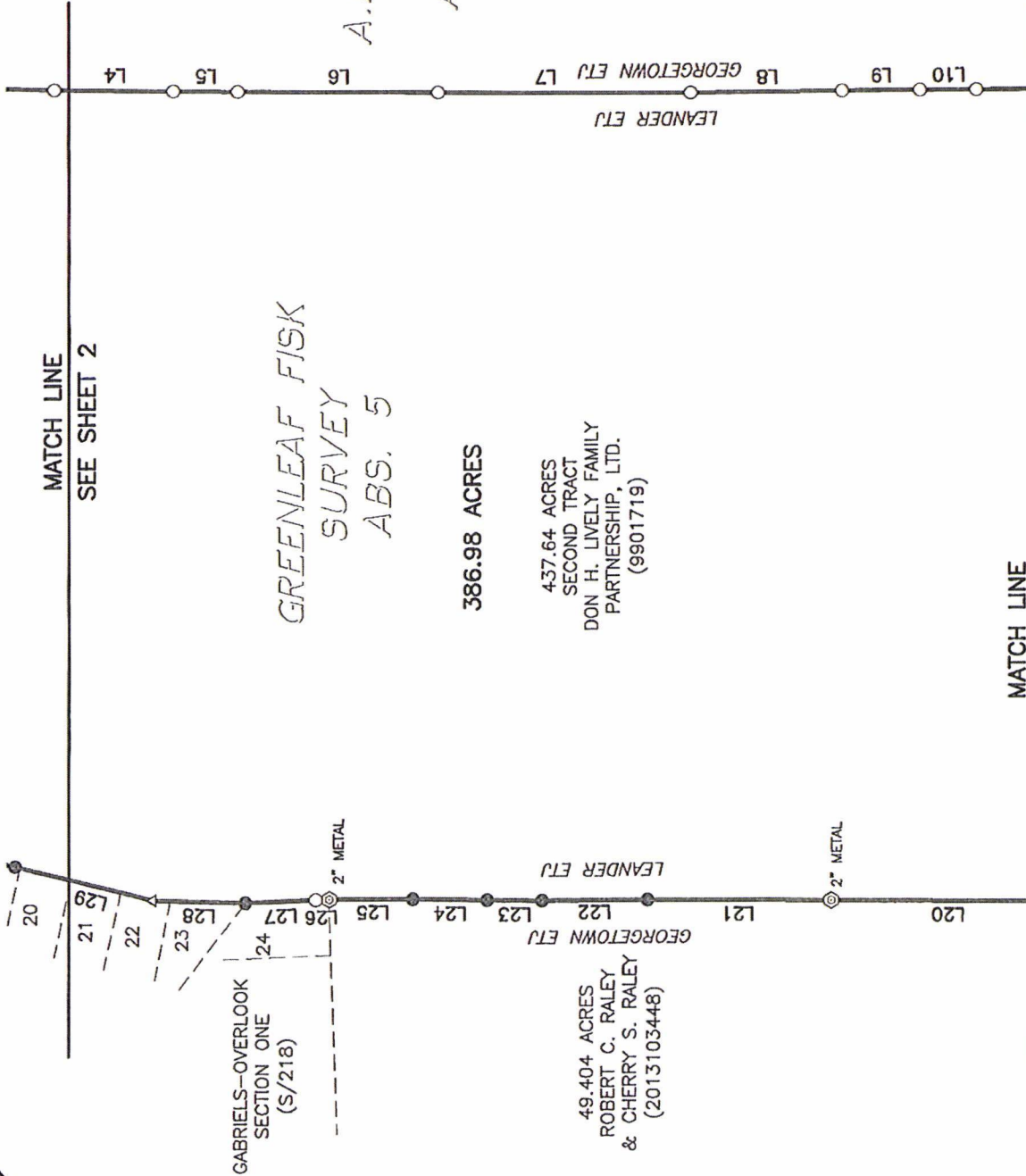
A.H. PORTER
SURVEY
ABS. 490

491.95 ACRES
HENRY B. TIPPIE
(570/483)

MATCH LINE
SEE SHEET 4



PLOT DATE: 06/24/2014
DRAWING NO.: 143-034-MUD
PROJECT NO.: 143-034
T.B.P.L.S. FIRM NO. 10124-500
DRAWN BY: PLE
SHEET 3 OF 4



GABRIELS-OVERLOOK
SECTION ONE
(S/218)

49.404 ACRES
ROBERT C. RALEY
& CHERRY S. RALEY
(2013103448)

LEANDER ETJ
GEORGETOWN ETJ

2" METAL

2" METAL

437.64 ACRES
SECOND TRACT
DON H. LIVELY FAMILY
PARTNERSHIP, LTD.
(99017119)

386.98 ACRES

GREENLEAF FISK
SURVEY
ABS. 5

491.95 ACRES
HENRY B. TIPPIE
(570/483)

A.H. PORTER
SURVEY
ABS. 490

MATCH LINE
SEE SHEET 2

MATCH LINE
SEE SHEET 4



1" = 500'

MATCH LINE
SEE SHEET 3

GREENLEAF FISK
SURVEY
ABS. 5
386.98 ACRES

A.H. PORTER
SURVEY
ABS. 490

437.64 ACRES
SECOND TRACT
DON H. LIVELY FAMILY
PARTNERSHIP, LTD.
(9901719)

LEANDER ETJ
GEORGETOWN ETJ

BARTHOLOMEW
MANLOVE
SURVEY ABS. 420

491.95 ACRES
HENRY B. TIPPIE
(570/483)

JOHN BERRY
SURVEY ABS. 98

80.9157 ACRES
AVP RANCH, LTD
(2011081794)

ISRAEL SAULS
SURVEY
ABS. 595

SOUTH FORK
SAN GABRIEL RIVER

121.45 ACRES
TEXAS PARKS AND
RECREATION FOUNDATION
(2008092676)

ASA M. BROWN
SURVEY
ABS. 85

206.57 ACRES
CITY OF
GEORGETOWN
(2013115216)

108

109

110

GABRIELS-
OVERLOOK
SECTION ONE
(S/218)

111

112

113

114

115

LEANDER ETJ
GEORGETOWN ETJ

L73

L15

L16

L14

L12

L11

PLOT DATE: 06/24/2014
DRAWING NO.: 143-034-MUD
PROJECT NO.: 143-034
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: PLE
SHEET 4 OF 4



EXHIBIT B-2

Description of ETJ-Release Land



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

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

3500 McCall Lane
Austin, Texas 78744

**50.07 ACRES
GREENLEAF FISK SURVEY, ABSTRACT NO. 5,
BARTHOLEMW MANLOVE SURVEY, ABSTRACT NO. 420
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 50.07 ACRES (APPROXIMATELY 2,180,914 SQ. FT.), IN THE GREENLEAF FISK SURVEY ASBTRACT NO. 5, WILLIAMSON COUNTY, TEXAS AND THE BARTHOLEMW MANLOVE SURVEY, ABSTRACT NO. 420, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 437.64 ACRE TRACT (SECOND TRACT), DESCRIBED IN A SPECIAL WARRANTY DEED TO DON H. LIVELY FAMILY PARTNERSHIP, LTD., DATED DECEMBER 29, 1998 AND RECORDED IN DOCUMENT NO. 9901719 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 50.07 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING a 1/2" rebar with "Chaparral" cap set for the southeast corner of said 437.64 acre tract, being in the west line of a 491.95 acre tract described in a deed conveyed to Henry B. Tippie, recorded in Volume 570, Page 483 of the Deed Records of Williamson County, Texas, and also being an angle point in the north line of an 80.9157 acre tract described in a deed to AVP Ranch, Ltd., recorded in Document No. 2011081794 of the Official Public Records of Williamson County, Texas, for the southeast corner hereof;

THENCE South 69°12'32" West, with the south line of said 437.64 acre tract, in part being the north line of said 80.9157 acre tract, and in part being the north line of a 121.45 acre tract described in in a deed to Texas Parks and Recreation Foundation, recorded in Document No. 2008092676 of the Official Public Records of Williamson County, Texas, a distance of 1589.92 feet to a 1/2" rebar with "Chaparral" cap set in the centerline of the south fork of the San Gabriel River;

THENCE with the centerline of the south fork of the San Gabriel River, continuing with the south line of said 437.64 acre tract, being the north line of said 121.45 acre tract, the following two (2) courses and distances:

1. North 78°03'51" West, a distance of 516.95 feet to a 1/2" rebar with "Chaparral" cap set;
2. North 83°25'10" West, a distance of 76.65 feet to a calculated point, from which a 1/2" rebar found at an angle point in the west line of said 437.64 acre tract, being in the east line of Lot 110 of Gabriels-Overlook Section One, a subdivision of recorded in Cabinet S, Slide 218 of the Plat Records of Travis County, Texas, bears North 83°25'10" West, a distance of 395.30 feet, South 88°03'44" West, a

distance of 163.47 feet, South 75°21'26" West, a distance of 56.85 feet and North 21°35'09" West, a distance of 1226.40 feet;

THENCE crossing said 437.64 acres with a curve to the right, having a radius of 11456.00 feet, a delta angle of 12°39'29", an arc length of 2530.89 feet, and a chord which bears North 35°28'40" East, a distance of 2525.75 feet to a calculated point in the east line of said 437.64 acre tract, being the west line of said 491.95 acre tract, from which a 1/2" rebar with "Chaparral" cap set bears North 21°27'49" West, a distance of 291.87 feet;

THENCE with the east line of said 437.64 acre tract, being the west line of said 491.95 acre tract, the following six (6) courses and distances:

1. South 21°27'49" East, a distance of 512.56 feet to a 1/2" rebar with "Chaparral" cap set;
2. South 21°21'24" East, a distance of 253.32 feet to a 1/2" rebar with "Chaparral" cap set;
3. South 21°22'39" East, a distance of 235.69 feet to a 1/2" rebar with "Chaparral" cap set;
4. South 20°46'39" East, a distance of 134.61 feet to a 1/2" rebar with "Chaparral" cap set;
5. South 21°00'53" East, a distance of 338.11 feet to a 1/2" rebar with "Chaparral" cap set;
6. South 09°27'57" East, a distance of 103.90 feet to a 1/2" rebar with "Chaparral" cap set
7. South 21°00'01" East, a distance of 141.14 feet to the **POINT OF BEGINNING**, containing 50.07 acres of land, more or less.

Surveyed on the ground April 25, 2014.

Bearing basis: The Texas Coordinate System of 1983, Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 143-034-ETJ-GEORGETOWN.

 12/19/14
Paul L. Easley
Registered Professional Land Surveyor
State of Texas No.4432
T.X.B.P.L.S. Firm No. 10124500

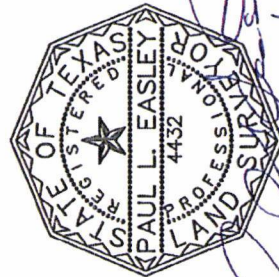


SKETCH TO ACCOMPANY A DESCRIPTION OF 50.07 ACRES (APPROXIMATELY 2,180,914 SQ. FT.), IN THE GREENLEAF FISK SURVEY ABSTRACT NO. 5, WILLIAMSON COUNTY, TEXAS AND THE BARTHOLEMUE MANLOVE SURVEY, ABSTRACT NO. 420, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 437.64 ACRE TRACT (SECOND TRACT), DESCRIBED IN A SPECIAL WARRANTY DEED TO DON H. LIVELY FAMILY PARTNERSHIP, LTD., DATED DECEMBER 29, 1998 AND RECORDED IN DOCUMENT NO. 9901719 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S69°12'32"W	1589.92'
L2	N78°03'51"W	516.95'
L3	N83°25'10"W	76.65'
L4	S21°27'49"E	512.56'
L5	S21°21'24"E	253.32'
L6	S21°22'39"E	235.69'
L7	S20°46'39"E	134.61'
L8	S21°00'53"E	338.11'
L9	S09°27'57"E	103.90'
L10	S21°00'01"E	141.14'
L11	N83°25'10"W	395.30'
L12	S88°03'44"W	163.47'
L13	S75°21'26"W	56.85'
L14	N18°33'06"W	381.17'
L15	N21°27'49"W	291.87'

LEGEND	
●	1/2" REBAR FOUND (OR AS NOTED)
⊙	1/2" REBAR WITH "DIAMOND SURVEYORS" CAP FOUND
○	1/2" REBAR WITH "CHAPARRAL" CAP SET
⊕	FENCE POST FOUND (SIZE AND TYPE NOTED)
△	CALCULATED POINT

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD
C1	11456.00'	12°39'29"	2530.89'	N35°28'40"E 2525.75'

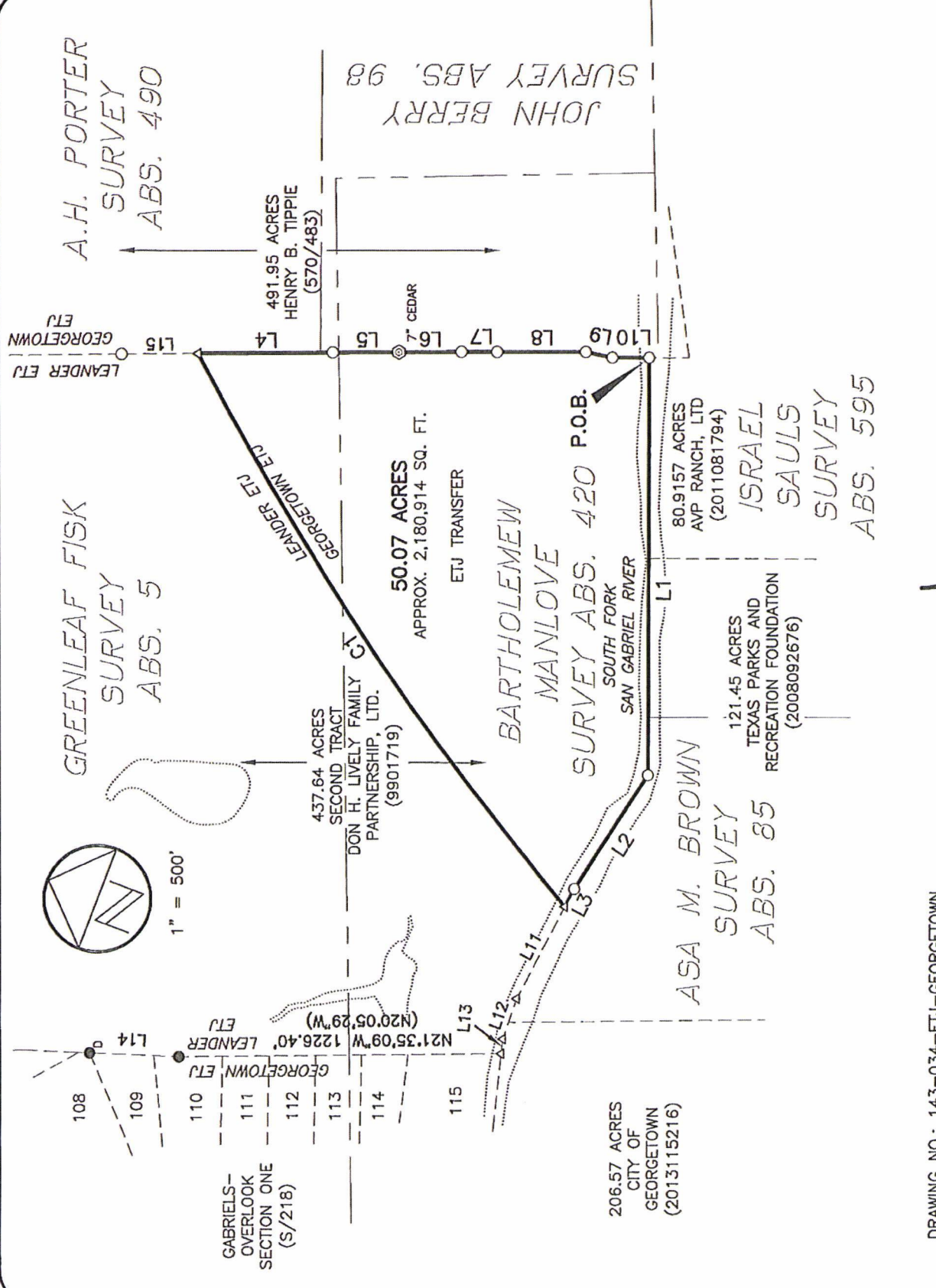


BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 143-034-ETJ-GEORGETOWN

PLOT DATE: 12/17/2014
 DRAWING NO.: 143-034-ETJ-GEORGETOWN
 PROJECT NO.: 143-034
 T.B.P.L.S. FIRM NO. 10124500
 DRAWN BY: CWW
 SHEET 1 OF 2

Chaparral



1" = 500'

DRAWING NO.: 143-034-ETJ-GEORGETOWN
SHEET 2 OF 2



EXHIBIT C
Form of Easement

EXHIBIT "C"

EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

DATE: _____, 201__

GRANTOR: _____

GRANTOR'S MAILING ADDRESS:

GRANTEE: THE CITY OF LEANDER, TEXAS, a municipal corporation

GRANTEE'S MAILING ADDRESS: _____

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

EASEMENT PROPERTY: all public streets, alleys, public utility easements, and public rights-of-way shown and set forth and dedicated on the final plat recorded in _____, Official Public Records of Williamson County, Texas.

PROPERTY: the tract of land described in Exhibit "A".

1. Grant. GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby GRANTS, SELLS, and CONVEYS to GRANTEE an easement in, upon, under, over and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenance thereto in any wise belonging, to have and hold to GRANTEE and GRANTEE's successors and assigns forever, subject to the terms and conditions set forth herein. The easement herein granted is granted and conveyed to GRANTEE for the purpose of GRANTEE's exercise of the exclusive authority, right and power to control, manage, regulate, franchise, license and administer the use and occupancy of the EASEMENT PROPERTY by third parties, including, but not limited to, utilities, cable television and public service providers who desire to use the EASEMENT PROPERTY for the purpose of providing any service or product to adjoining or abutting property or to any other property within the _____ Subdivision, except as provided in Paragraph 2(a), below; provided that the City shall not have any duty or responsibility to design, maintain or repair the Easement Property, streets, or drainage facilities outside the City limits. The City shall exercise the exclusive authority, right and power granted herein in substantially the same manner that the City exercises such authority, right and power over the streets, easements and rights-of-way located within the City, including, but not limited to: (a) the right and power to demand and require third parties to obtain a franchise, license or permit for the use and occupancy of the EASEMENT PROPERTY,

except for the City of Georgetown or the West Williamson County Municipal Utility District No. 2 (the "District"); (b) the right and power to require any and all such third parties to pay fees established and collected by the State of Texas for the use and occupancy of city streets and rights-of-way in lieu of a requirement for a franchise, license or permit granted by the City; and (c) the right and power to require all such third parties to repair the EASEMENT PROPERTY and all cuts, excavations and damages made by them within the EASEMENT PROPERTY in compliance with the higher of City or Williamson County established standards and specifications.

2. Reservations.

(a) The District is excepted from the grant in Paragraph 1, and is hereby authorized to use of the EASEMENT PROPERTY for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing water, wastewater and drainage facilities. This reservation is not assignable.

(b) This easement is not intended to, and shall not be construed to, limit, impair, interfere with or otherwise affect Williamson County's maintenance of or authority over any public roadway or right-of-way outside the City limits.

(c) GRANTOR reserves and retains the right to use the EASEMENT PROPERTY for all purposes that do not materially interfere with the exercise of Grantee's rights hereunder, and to grant additional easements in, upon, over and across the EASEMENT PROPERTY for any and all purposes that are not inconsistent with, or that do not materially interfere with, the Project or the rights granted to GRANTEE hereunder.

(d) GRANTOR expressly reserves and retains all oil, gas, and other minerals in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for oil, gas, or minerals on the surface of the EASEMENT PROPERTY.

4. Special Warranty. GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone claiming or to claim the Easement or any part thereof, by, through, or under GRANTOR, but not otherwise, subject to the reservations and permitted exceptions described herein.

5. Binding Effect. The terms, provisions, agreements, and covenants herein contained shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, assigns, and legal representatives. Without limiting the generality of the foregoing sentence, the terms, provisions, agreements, and covenants contained herein shall constitute covenants running with the lands affected thereby, and shall be enforceable at law or in equity.

6. Miscellaneous. When the context requires, singular nouns and pronouns include the plural. When appropriate, the terms "GRANTEE" and "GRANTOR" includes the

employees, agents, subsidiaries, officers, servants, contractors, successors and assigns of GRANTEE or GRANTOR, as may be applicable.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the _____ day of _____, 2011.

GRANTOR:

By: _____

Date: _____

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on the ____ day of _____,
_____, by _____, _____ of _____, a
_____, on behalf of said _____.

NOTARY PUBLIC, State of Texas

GRANTEE:

THE CITY OF LEANDER, TEXAS

By: _____

Date: _____

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on the ____ day of _____,
by _____, _____ of THE CITY OF LEANDER, TEXAS, a
municipal corporation, on behalf of said municipal corporation.

NOTARY PUBLIC, State of Texas

Exhibit D
Concept Plan

Exhibit E

Off-Site CTSUD Waterline Extension

The Off-Site CTSUD Waterline Extension shall consist of the construction of a twelve-inch (12") water transmission line that will connect to Georgetown's existing 24-inch water transmission line adjacent to the Land along Highway 29, together with a meter vault, meter and all related appurtenances.

Exhibit F

South San Gabriel Interceptor Extension

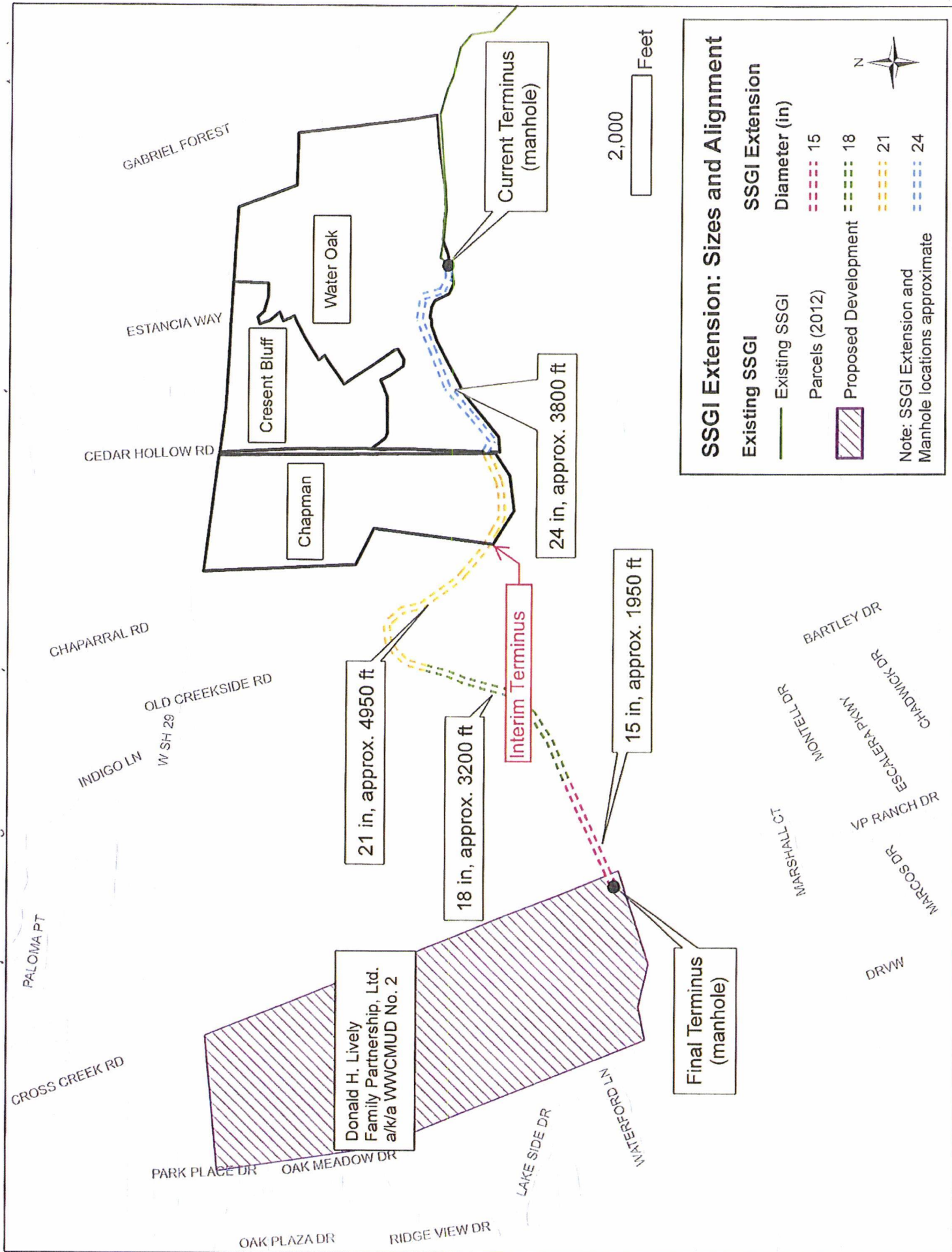


Exhibit G
Consent Ordinance

ORDINANCE NO. 15-025-00

AN ORDINANCE OF CITY OF LEANDER, TEXAS, CONFIRMING THE CITY'S CONSENT TO THE CREATION OF THE WEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 2 AND INCORPORATING TERMS OF THE CONSENT AGREEMENT INTO THE CONSENT TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT

WHEREAS, by Ordinance No. 14-035-00, the City of Leander, Texas (the "City"), gave conditional consent to the creation of the West Williamson County Municipal Utility District No. 2, a Texas conservation and reclamation district to be created and operating under Chapters 49 and 54 of the Texas Water Code (the "District"), pursuant to Chapters 49 and 54 of the Texas Water Code, over that certain property described in Exhibit A to Ordinance No. 14-035-00, a copy of which is attached hereto as Exhibit "A" (the "Property");

WHEREAS, the conditions of the City's consent were that the District shall not conduct an election to confirm creation of the District or to secure voter approval for the issuance of District bonds until such time as each municipality in whose extraterritorial jurisdiction the Property is then located entered into a development agreement with the petitioner (or a successor owner of the Property) setting forth the terms and conditions under which development of the Property may proceed; and entered into an agreement with the District, and the petitioner (or a successor owner of the Property), as appropriate, providing restrictions on the terms and provisions of the District's bonds and notes; restrictions on the functions and operations of the District, including without limitation its authorized services; oversight of the design and construction of subdivision infrastructure, and other terms and conditions that are agreeable to the parties;

WHEREAS, the City and Sentinel Land Company, LLC, the Developer of the Property, entered into that certain letter agreement dated June 5, 2014, in which the parties agreed that the Developer would not seek to subdivide or site develop any lands within the Property until such time as the Developer and the municipality in whose jurisdiction the Property was then located entered into a development agreement setting forth the terms and conditions under which development of the Property may proceed, and that the District shall not conduct its confirmation and bond elections until such time as a "Consent Agreement", addressing the functions and operations of the District, including without limitation its authorized services, terms and conditions relating to the issuance of District bonds, and annexation, has been approved and executed by the District, Sentinel and the city in whose extraterritorial jurisdiction the Property is then located;

WHEREAS, the Property is located in the City's extraterritorial jurisdiction;

WHEREAS, the City and the Developer entered into that certain Agreement Regarding Consent to Creation of Municipal Utility District and Development of the Lively Tract dated effective April 16, 2015 (the "Consent Agreement"), which addresses

setting forth the terms and conditions under which development of the Property may proceed, the functions and operations of the District, its authorized services, terms and conditions relating to the issuance of District bonds, annexation, and other terms and conditions that are agreeable to the parties;

WHEREAS, the Consent Agreement also provides for the City's consent to annexation by the District to that certain 50.07-acre tract of real property described in Exhibit "B" attached hereto (the "Additional Property") at such time as the Additional Property is transferred from the extraterritorial jurisdiction ("ETJ") of the City of Georgetown to the ETJ of the City;

WHEREAS, the Consent Agreement provides for the District to become a party after its creation as well as remedies to the City for the District's failure to approve and execute the Consent Agreement;

WHEREAS, the City Council of the City of Leander desires to adopt this Ordinance for the purpose of confirming the City's consenting to the creation of the District within the Property, authorizing the annexation and inclusion of the Additional Property into the District after transfer of the Additional Property into the ETJ of the City of Leander, and incorporating the terms of the Consent Agreement addressing District bonds;

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

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

Section 2. That the City Council of the City of Leander, Texas, hereby confirms that it gives its written consent to the Texas Commission on Environmental Quality's (the "TCEQ's") creation of the West Williamson County Municipal Utility District No. 2 over Petitioner's Land within the extraterritorial jurisdiction of the City of Leander pursuant to the terms and conditions of the Consent Agreement.

Section 3. That the City Council of the City of Leander, Texas, hereby gives its written consent to the annexation of the Additional Property into the District after transfer of the Additional Property from the ETJ of the City of Georgetown to the ETJ of the City of Leander. No further consent or approvals from the City will be required for annexation of the Additional Property into the District.

Section 4. The terms and provisions of Article V of the Consent Agreement, as it may be amended from time to time, are incorporated herein by reference and will be applicable to the District.

Section 5. Within fifteen (15) days of the TCEQ's issuance of an order approving the creation of the District, the Developer must deliver a copy of the order to the City. At

least 72 hours prior to the organizational meeting of the Board of Directors of the District, the Developer must deliver a copy of the notice of the meeting to the City. At the organizational meeting of the Board of Directors of the District, the Board must approve and execute the Consent Agreement and, within five business days thereafter, must deliver an executed original of the Consent Agreement to the City. The District may not issue Bonds, as that term is defined in the Facilities Agreement, until such time that the Board has duly approved, executed, and delivered the Consent Agreement to the City.

Section 6. That, in addition to all the rights and remedies provided by the laws of the state, in the event the District violates the terms and provisions of this Ordinance, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling or requiring the District and its officials to observe and comply with the terms and provisions prescribed by this Ordinance.

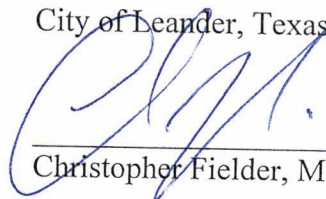
Section 7. That, if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 8. That this Ordinance and Ordinance No. 14-035-00 are intended as the sole and controlling ordinances of the City with respect to the granting of the written consent of the City to the inclusion of the Property in the District, and all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed. Ordinance No. 14-035-00 is amended to the extent of any conflict with this Ordinance, and in the event of a conflict between this Ordinance and Ordinance No. 14-035-00, this Ordinance shall control.

Section 9. That this Ordinance shall be in full force and effect from and after its passage and approval on this the 16th day of April, 2015.

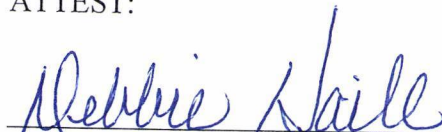
PASSED AND APPROVED on this 16th day of April, 2015.

City of Leander, Texas



Christopher Fielder, Mayor

ATTEST:



Debbie Haile, City Secretary
(SEAL)

EXHIBIT A

Ordinance No. 14-035-00

ORDINANCE NO. 14-035-00

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

WHEREAS, by petition, Don H. Lively Family Partnership, Ltd. ("Petitioner") has requested the written consent of the City of Leander, Texas to the inclusion of certain real property within, and creation of, a municipal utility district (the "District") pursuant to Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code;

WHEREAS, the boundaries of the land to be included within the District are described on **Exhibit "A"** attached hereto (the "Property");

WHEREAS, the District shall be created for the purposes specified in Chapters 49 and 54, Texas Water Code, including without limitation providing water, wastewater, drainage, park, recreation and road facilities and services for the land within the boundaries of the District;

WHEREAS, the Property is currently located in the extraterritorial jurisdiction of the City of Leander, Texas;

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

WHEREAS, the City desires to negotiate terms and conditions applicable to the District and the Property that provide for reasonable restrictions on the terms and provisions of the District's bonds and notes, oversight of the design and construction of subdivision infrastructure, and other terms and conditions that are agreeable to all parties;

WHEREAS, the Petitioner desires to proceed with creation of the District prior to the parties executing such an agreement; and

WHEREAS, the City Council of the City of Leander desires to grant its written consent to the inclusion of the Property in, and creation of, the District, as set forth in this Ordinance;

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

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

Section 2. The City of Leander, Texas hereby gives its written consent to the creation of the District, and the inclusion within said District of the real property more particularly described on **Exhibit "A"** attached hereto.

Section 3. That as a condition of the consent given by the City pursuant to this Ordinance, the District shall not conduct an election to confirm creation of the District or to

secure voter approval for the issuance of District bonds until such time as each municipality in whose extraterritorial jurisdiction the Property is then located has:

- a. entered into a development agreement with the Petitioner (or a successor owner of the Property) setting forth the terms and conditions under which development of the Property may proceed; and
- b. entered into an agreement with the District, and the Petitioner (or a successor owner of the Property), as appropriate, providing restrictions on the terms and provisions of the District's bonds and notes; restrictions on the functions and operations of the District, including without limitation its authorized services; oversight of the design and construction of subdivision infrastructure, and other terms and conditions that are agreeable to the parties.

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

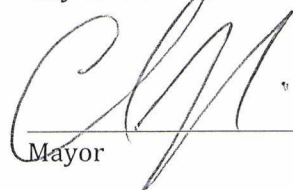
Section 5. That, if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 6. That this Ordinance is intended as the sole and controlling ordinance of the City with respect to the granting of the written consent of the City to the inclusion of the Property in the District, and all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 7. That this Ordinance shall be in full force and effect from and after its passage and approval.

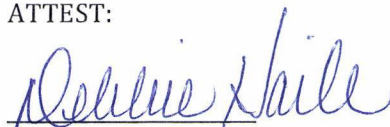
PASSED AND APPROVED this 5th day of June, 2014.

City of Leander, Texas



Mayor

ATTEST:



City Secretary

(SEAL)



Exhibit "A"

Description of Property



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

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

3500 McCall Lane
Austin, Texas 78744

**386.98 ACRES
GREENLEAF FISK SURVEY, ABSTRACT NO. 5,
BARTHOLOMEW MANLOVE SURVEY, ABSTRACT NO. 420
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 386.98 ACRES (APPROXIMATELY 16,856,662 SQ. FT.), IN THE GREENLEAF FISK SURVEY ASBTRACT NO. 5, WILLIAMSON COUNTY, TEXAS AND THE BARTHOLOMEW MANLOVE SURVEY, ABSTRACT NO. 420, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 30' STRIP (FIRST TRACT) AND A PORTION OF A 437.64 ACRE TRACT (SECOND TRACT), DESCRIBED IN A SPECIAL WARRANTY DEED TO DON H. LIVELY FAMILY PARTNERSHIP, LTD., DATED DECEMBER 29, 1998 AND RECORDED IN DOCUMENT NO. 9901719 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 2.64 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO DON H. LIVELY FAMILY PARTNERSHIP, LTD., DATED JULY 3, 2013 AND RECORDED IN DOCUMENT NO. 2013063744 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 386.98 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Chaparral" cap set in the south right-of-way line of State Highway 29 (right-of-way width varies), for the northeast corner hereof, being the northeast corner of said 30' strip, and being the northwest corner of a 491.95 acre tract described in Volume 570, Page 483 of the Deed Records of Williamson County, Texas;

THENCE, leaving said State Highway 29, with the west line of said 491.95 acre tract, as found fenced, occupied and used upon the ground, in part being the east line of said 30 foot strip, and in part being the east line of said 437.64 acre tract, the following twelve (12) courses and distances:

1. South 21°44'59" East, a distance of 1251.15 feet to a 1/2" rebar with "Chaparral" cap set for the southeast corner of said 30 foot strip, being the northwest corner of said 437.64 acre tract;
2. South 12°17'52" West, a distance of 47.71 feet to a 1/2" rebar with "Chaparral" cap set;

3. South 19°23'38" East, a distance of 1435.72 feet to a 1/2" rebar with "Chaparral" cap set;
4. South 20°38'46" East, a distance of 385.75 feet to a 1/2" rebar with "Chaparral" cap set;
5. South 20°36'37" East, a distance of 210.67 feet to a 1/2" rebar with "Chaparral" cap set;
6. South 20°46'45" East, a distance of 651.86 feet to a calculated point;
7. South 20°59'20" East, a distance of 822.02 feet to a calculated point;
8. South 21°49'53" East, a distance of 493.25 feet to a 1/2" rebar with "Chaparral" cap set;
9. South 21°36'00" East, a distance of 253.35 feet to a 1/2" rebar with "Chaparral" cap set;
10. South 21°35'17" East, a distance of 184.35 feet to a 1/2" rebar with "Chaparral" cap set;
11. South 21°23'05" East, a distance of 662.69 feet to a 1/2" rebar with "Chaparral" cap set;
12. South 21°27'49" East, a distance of 291.87 feet to a calculated point;

THENCE crossing said 437.64 acre tract, with the scaled Leander/Georgetown E.T.J. line (provided to the surveyor by others), with a curve to the left, having a radius of 11456.00 feet, a delta angle of 12°39'29", an arc length of 2530.89 feet, and a chord which bears South 35°28'40" West, a distance of 2525.75 feet to a calculated point in the south line of said 437.64 acre tract, same being the north line of a 121.45 acre tract described in Document No. 2008092676 of the Official Public Records of Williamson County, Texas and also being in the centerline of the south fork of the San Gabriel River;

THENCE with the centerline of the south fork of the San Gabriel River, continuing with the south line of said 437.64 acre tract, in part being the north line of said 121.45 acre tract, and in part being the north line of a 206.57 acre tract described in Document No. 2013115216 of the Official Public Records of Williamson County, Texas, the following four (4) courses and distances:

1. North 83°25'10" West, a distance of 395.30 feet to a calculated point;

2. South 88°03'44" West, a distance of 96.03 feet to a calculated point for the northwest corner of said 121.45 acre tract, being the northeast corner of said 206.57 acre tract;
3. South 88°03'44" West, a distance of 67.44 feet to a calculated point;
4. South 75°21'26" West, a distance of 56.85 feet to a calculated point for the southwest corner of said 437.64 acre tract, being an angle point in the north line of said 206.57 acre tract and also being the southeast corner of Lot 115, Gabriels-Overlook Section One, a subdivision of record in Cabinet S, Slide 218 of the Plat Records of Williamson County, Texas, for the southwest corner hereof;

THENCE with the west line of said 437.64 acre tract, same being the east line of Lots 108-115, said Gabriels-Overlook Section One, the following two (2) courses and distances:

1. North 21°35'09" West, a distance of 1226.40 feet to a 1/2" rebar found;
2. North 18°33'06" West, a distance of 381.17 feet to a 2" metal fence post found for an angle point in east line of said Lot 108, being the southeast corner of a 49.404 acre tract described in Document No. 2013103448 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 437.64 acre tract, same being the east line of said 49.404 acre tract, the following seven (7) courses and distances:

1. North 18°17'49" West, a distance of 212.09 feet to a 2" metal fence post found;
2. North 20°46'27" West, a distance of 758.41 feet to a 1/2" rebar found;
3. North 20°52'26" West, a distance of 600.26 feet to a 1/2" rebar found;
4. North 21°32'38" West, a distance of 344.62 feet to a 1/2" rebar found;
5. North 20°28'31" West, a distance of 177.79 feet to a 1/2" rebar found;
6. North 20°34'25" West, a distance of 242.27 feet to a 1/2" rebar found;
7. North 21°11'57" West, a distance of 271.02 feet to a 2" metal fence post found for the northeast corner of said 49.404 acre tract, being the southeast corner of Lot 24 said Gabriels-Overlook Section One;

THENCE with the west line of said 437.64 acre tract, same being the west line of Lots 7-24 of said Gabriels-Overlook Section One, the following seven (7) courses and distances:

1. North 22°52'22" West, a distance of 44.49 feet to a 1/2" rebar with "Chaparral" cap set;
2. North 23°26'14" West, a distance of 229.07 feet to a 1/2" rebar found;
3. North 19°27'56" West, a distance of 302.58 feet to a calculated point;
4. North 07°08'47" West, a distance of 459.01 feet to a 1/2" rebar found;
5. North 08°55'54" West, a distance of 832.85 feet to a 1/2" rebar with "Chaparral" cap set;
6. North 08°25'05" West, a distance of 789.61 feet to a 1/2" rebar found;
7. North 08°49'15" West, a distance of 328.34 feet to a 1/2" rebar found for the northwest corner of said 437.64 acre tract, being the northeast corner of said Lot 7 and also being an angle point in the south line of Lot 6, said Gabriels-Overlook Section One, for the westernmost northwest corner hereof;

THENCE with the north line of said 437.64 acre tract, in part being the south line of Lots 5 and 6 of said Gabriels-Overlook Section One, and in part being the south line of said 48.567 acre tract, the following five (5) courses and distances:

1. North 85°03'10" East, a distance of 180.43 feet to a 1/2" rebar found;
2. North 85°01'20" East, a distance of 357.83 feet to a 1/2" rebar found;
3. North 82°19'06" East, a distance of 113.06 feet to a 1/2" rebar with "Pate Surveyors" cap found;
4. North 82°13'59" East, a distance of 348.44 feet to a 1/2" rebar with "Pate Surveyors" cap found;
5. North 83°06'23" East, a distance of 1129.71 feet to a 1/2" rebar with "Chaparral" cap set for the southwest corner of said 2.64 acre tract, from which a 1/2" rebar with cap found near a fence corner post in the north line of said 437.64 acre tract, same being the southwest corner of said 30 foot strip and also being the southeast corner of said 2.64 acre tract, bears North 83°06'23" East, a distance of 95.70 feet;

THENCE with the west line of said 2.64 acre tract, the following three (3) courses and distances:

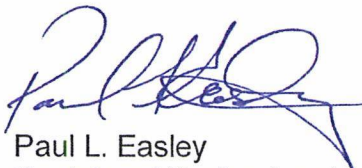
1. North 21°33'09" West, a distance of 125.76 feet to a calculated point;
2. North 22°11'19" West, a distance of 670.90 feet to a calculated point;
3. North 22°44'17" West, a distance of 496.30 feet to a 1/2" rebar with "Chaparral" cap set on the south right-of-way line of said State Highway 29, being the northwest corner of said 2.64 acre tract, for the northernmost northwest corner hereof;

THENCE with the south right-of-way line of State Highway 29, in part being the north line of said 2.64 acre tract, and in part being the north line said 30 foot strip, with a curve to the right, having a radius of 5679.58 feet, a delta angle of 01°31'13", an arc length of 150.70 feet, and a chord which bears South 83°26'45" East, a distance of 150.69 feet to the **POINT OF BEGINNING**, containing 386.98 acres of land, more or less.

Surveyed on the ground June 18, 2014.

Bearing basis: The Texas Coordinate System of 1983, Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: None.



06/23/14

Paul L. Easley
Registered Professional Land Surveyor
State of Texas No.4432
T.X.B.P.L.S. Firm No. 10124500



WEST WILLIAMSON COUNTY MUD NO. 2

SKETCH TO ACCOMPANY DESCRIPTION OF 386.98 ACRES IN THE GREENLEAF FISK SURVEY, ABSTRACT 5, AND THE BARTHOLEMEW MANLOVE SURVEY, ABSTRACT 420, AND THE A.H. PORTER SURVEY, ABSTRACT 490, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 30' STRIP (FIRST TRACT) AND A PORTION OF 437.64 ACRE TRACT (SECOND TRACT) DESCRIBED IN A DEED TO DON. H. LIVELY FAMILY PARTNERSHIP, LTD. IN DOCUMENT NO. 9901719, AND ALL OF A 2.64 ACRE TRACT DESCRIBED IN A DEED TO DON. H. LIVELY FAMILY PARTNERSHIP, LTD. IN DOCUMENT NO. 2013063744, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- M 1/2" REBAR WITH "FOREST RPLS #1847" CAP FOUND
- D 1/2" REBAR WITH "DIAMOND SURVEYING" CAP FOUND
- P 1/2" REBAR WITH "PATE SURVEYORS" CAP FOUND
- CAP 1/2" REBAR WITH ILLEGIBLE CAP FOUND
- W 1/2" REBAR WITH "WALKER 5283" CAP FOUND
- ▲ M MAG NAIL FOUND
- ▲ 80D NAIL FOUND
- * COTTON SPINDLE FOUND
- ⊙ 2" METAL FENCE POST FOUND
- P.O.B. POINT-OF-BEGINNING
- R.O.W. RIGHT-OF-WAY
- () RECORD INFORMATION

LINE	BEARING	DISTANCE
L1	S21°44'59"E	1251.15'
L2	S12°17'52"W	47.71'
L3	S19°23'38"E	1435.72'
L4	S20°38'46"E	385.75'
L5	S20°36'37"E	210.67'
L6	S20°46'45"E	651.86'
L7	S20°59'20"E	822.02'
L8	S21°49'53"E	493.25'
L9	S21°36'00"E	253.35'
L10	S21°35'17"E	184.35'
L11	S21°23'05"E	662.69'
L12	S21°27'49"E	291.87'
L13	N83°25'10"W	395.30'
L14	S88°03'44"W	96.03'
L15	S88°03'44"W	67.44'
L16	S75°21'26"W	56.85'
L17	N21°35'09"W	1226.40'
L18	N18°33'06"W	381.17'
L19	N18°17'49"W	212.09'
L20	N20°46'27"W	758.41'
L21	N20°52'26"W	600.26'
L22	N21°32'38"W	344.62'
L23	N20°28'31"W	177.79'
L24	N20°34'25"W	242.27'
L25	N21°11'57"W	271.02'
L26	N22°52'22"W	44.49'
L27	N23°26'14"W	229.07'
L28	N19°27'56"W	302.58'
L29	N07°08'47"W	459.01'
L30	N08°55'54"W	832.85'

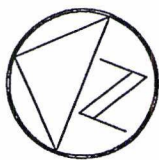
LINE	BEARING	DISTANCE
L31	N08°25'05"W	789.61'
L32	N08°49'15"W	328.34'
L33	N85°03'10"E	180.43'
L34	N85°01'20"E	357.83'
L35	N82°19'06"E	113.06'
L36	N82°13'59"E	348.44'
L37	N83°06'23"E	1129.71'
L38	N21°33'09"W	125.76'
L39	N22°11'19"W	670.90'
L40	N22°44'17"W	496.30'
L41	N83°06'23"E	95.70'

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	11456.00'	12°39'29"	2530.89'	S35°28'40"W	2525.75'
C2	5679.58'	1°31'13"	150.70'	S83°26'45"E	150.69'

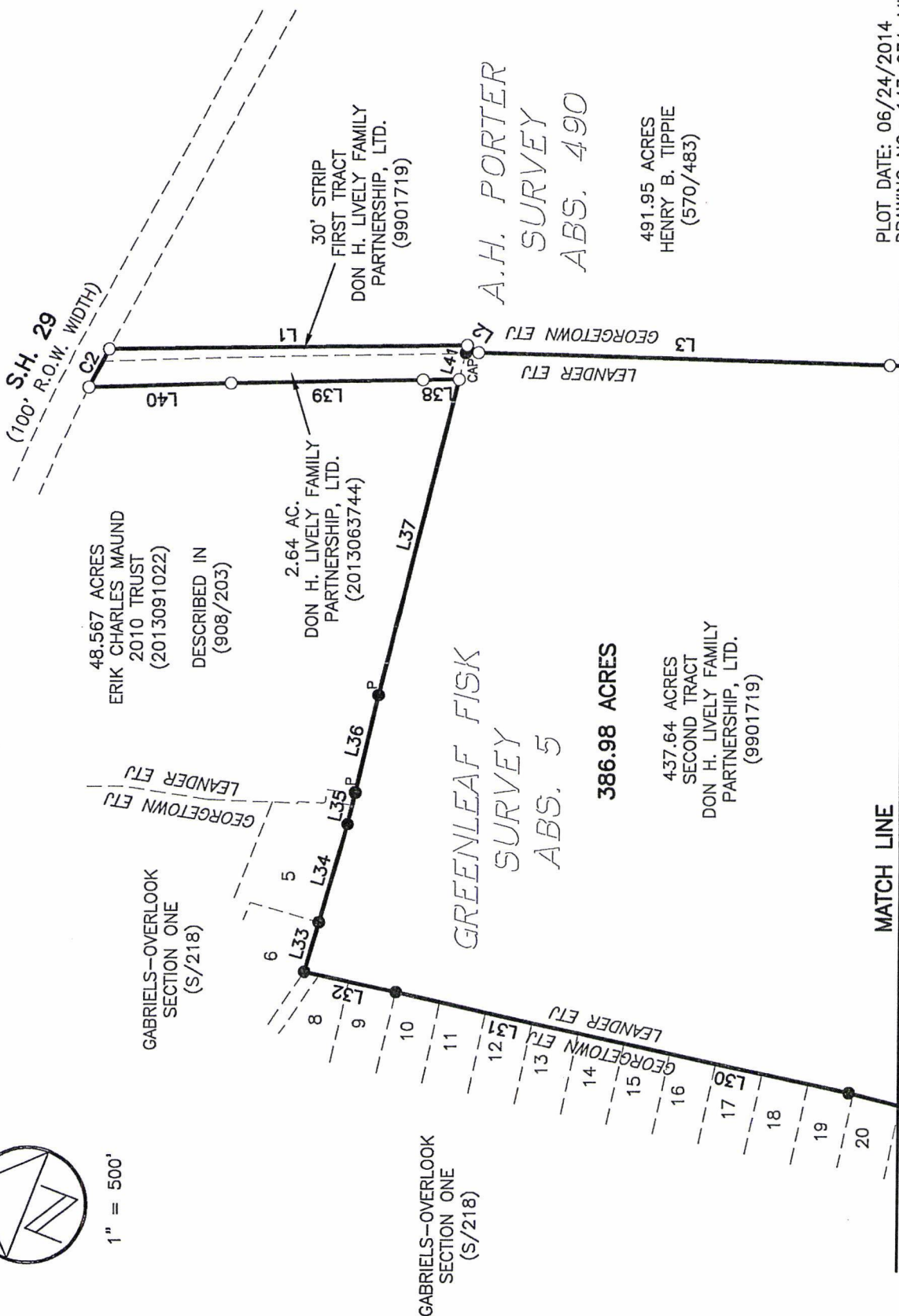


PLOT DATE: 06/24/2014
 DRAWING NO.: 143-034-MUD
 PROJECT NO.: 143-034
 T.B.P.L.S. FIRM NO. 10124500
 DRAWN BY: PLE
 SHEET 1 OF 4

Chaparral



1" = 500'



S.H. 29
(100' R.O.W. WIDTH)

48.567 ACRES
ERIK CHARLES MAUND
2010 TRUST
(2013091022)
DESCRIBED IN
(908/203)

30' STRIP
FIRST TRACT
DON H. LIVELY FAMILY
PARTNERSHIP, LTD.
(9901719)

2.64 AC.
DON H. LIVELY FAMILY
PARTNERSHIP, LTD.
(2013063744)

GREENLEAF FISK
SURVEY
ABS. 5
386.98 ACRES

A.H. PORTER
SURVEY
ABS. 490
491.95 ACRES
HENRY B. TIPPIE
(570/483)

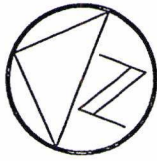
437.64 ACRES
SECOND TRACT
DON H. LIVELY FAMILY
PARTNERSHIP, LTD.
(9901719)

MATCH LINE
SEE SHEET 3

PLOT DATE: 06/24/2014
DRAWING NO.: 143-034-MUD
PROJECT NO.: 143-034
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: PLE
SHEET 2 OF 4



SEE SHEET 3



1" = 500'

A.H. PORTER
SURVEY
ABS. 490

491.95 ACRES
HENRY B. TIPPIE
(570/483)

PLOT DATE: 06/24/2014
DRAWING NO.: 143-034-MUD
PROJECT NO.: 143-034
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: PLE
SHEET 3 OF 4

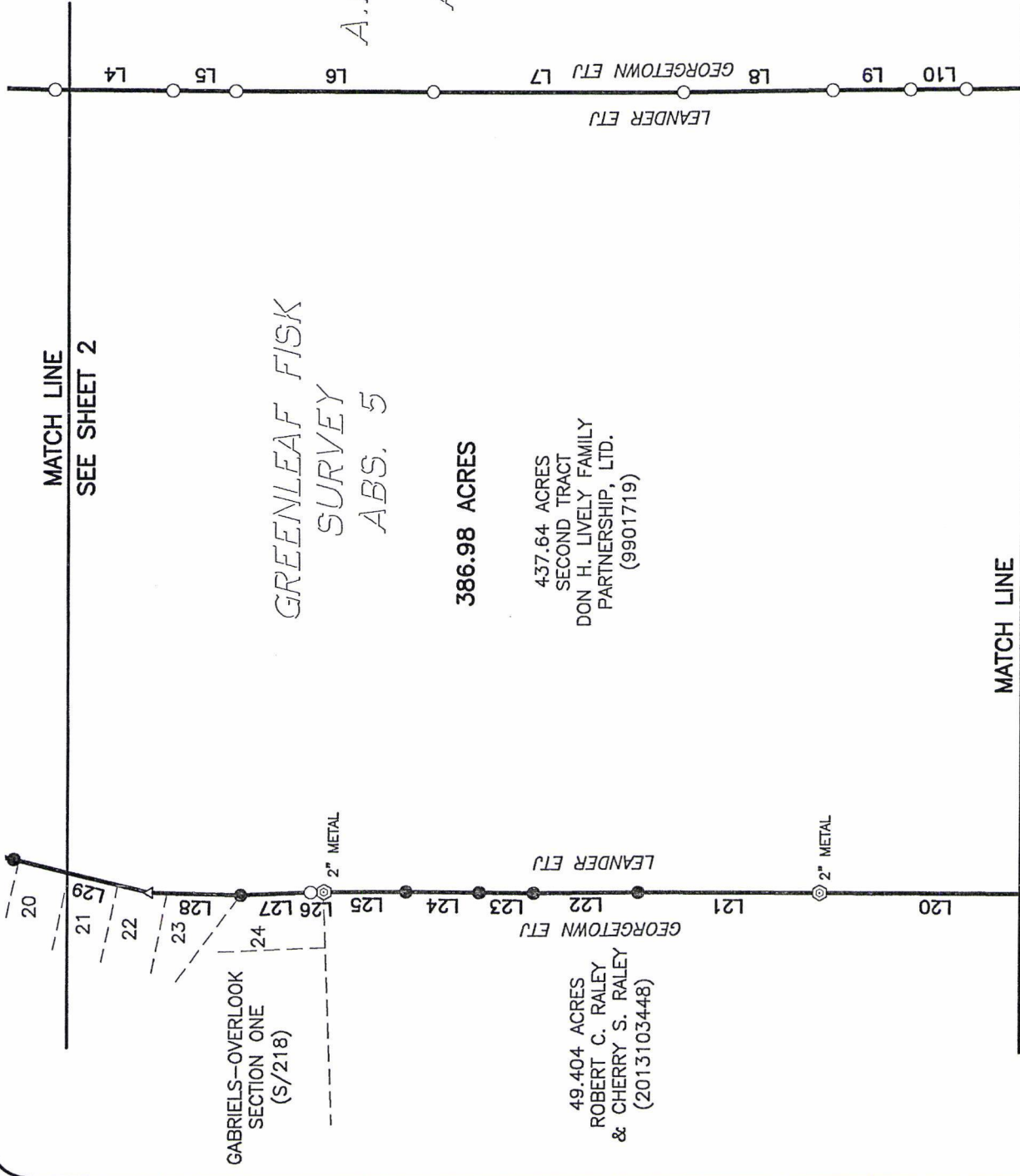
MATCH LINE
SEE SHEET 2

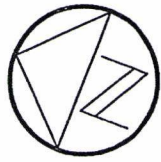
GREENLEAF FISK
SURVEY
ABS. 5

386.98 ACRES

437.64 ACRES
SECOND TRACT
DON H. LIVELY FAMILY
PARTNERSHIP, LTD.
(9901719)

MATCH LINE
SEE SHEET 4





1" = 500'

MATCH LINE
SEE SHEET 3

GREENLEAF FISK
SURVEY
ABS. 5

A.H. PORTER
SURVEY
ABS. 490

JOHN BERRY
SURVEY ABS. 98

491.95 ACRES
HENRY B. TIPPIE
(570/483)

BARTHOLEMUEW
MANLOVE
SURVEY ABS. 420

80.9157 ACRES
AVP RANCH, LTD
(2011081794)

ISRAEL SAULS
SURVEY
ABS. 595

PLOT DATE: 06/24/2014
DRAWING NO.: 143-034-MUD
PROJECT NO.: 143-034
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: PLE
SHEET 4 OF 4

2" METAL

2" METAL

108

109

110

111

112

113

114

115

GABRIELS-
OVERLOOK
SECTION ONE
(S/218)

LEANDER ETJ
GEORGETOWN ETJ

L15

L16

L14

206.57 ACRES
CITY OF
GEORGETOWN
(2013115216)

ASA M. BROWN
SURVEY
ABS. 85

121.45 ACRES
TEXAS PARKS AND
RECREATION FOUNDATION
(2008092676)

SOUTH FORK
SAN GABRIEL RIVER

LEANDER ETJ
GEORGETOWN ETJ



Exhibit H

Georgetown Development Standards

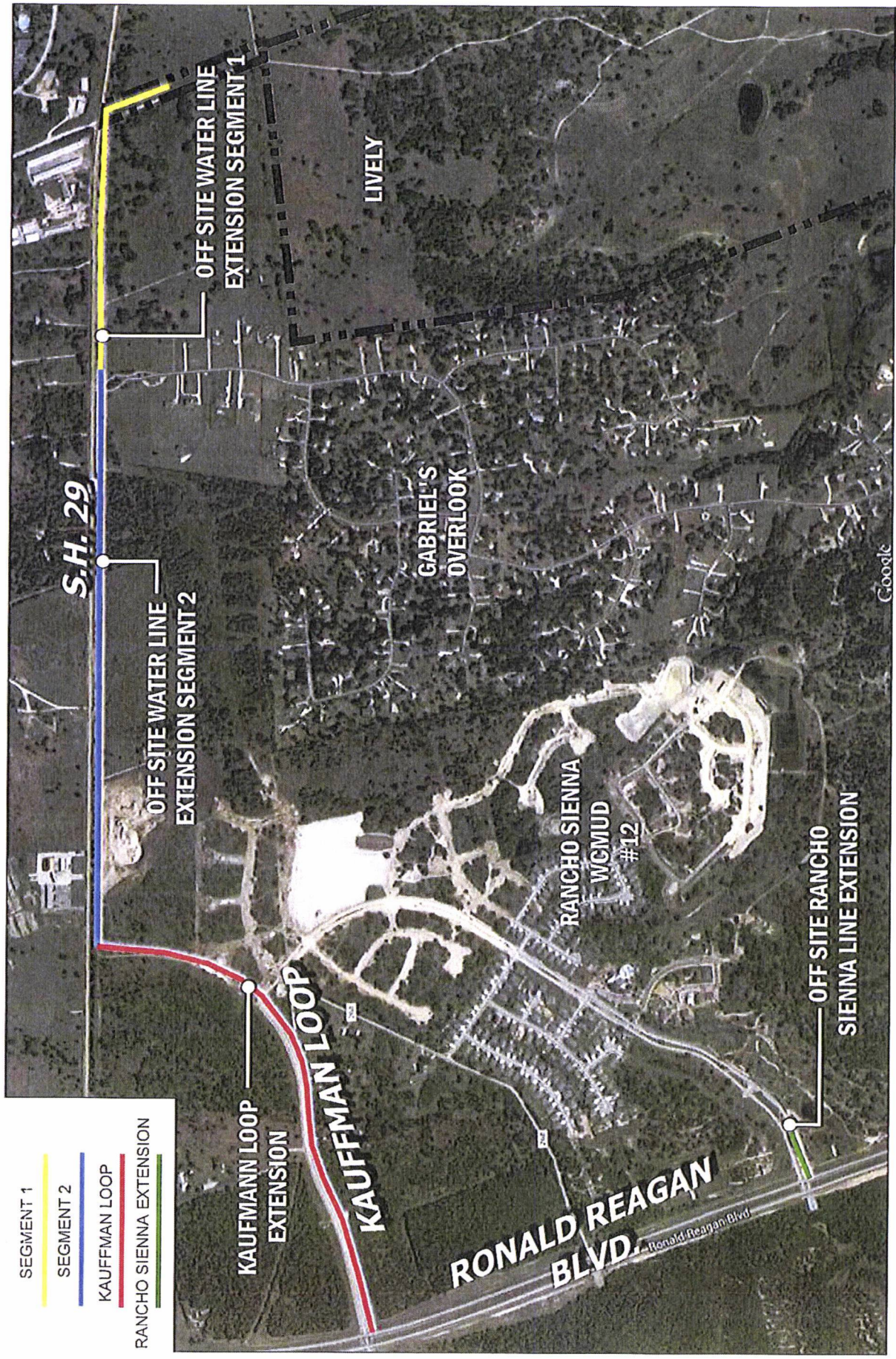
1. Development within one thousand (1,000) feet north of the center line of the South San Gabriel River shall be limited to single-family residential, parks and open space, low-impact residential amenities such as restrooms and gazebos, and shall not include lighted sports fields or any above-ground water or wastewater utility facilities (excluding valves and other minor water or wastewater system appurtenances).
2. Lighting for homes, streets, amenities, and parkland located within one thousand (1,000) feet north of the center line of the South San Gabriel River shall comply with the dark-sky lighting requirements set forth Section 12, Article VI of the Zoning Ordinance.
3. No homes located within 1000 feet north of the center line of the South San Gabriel River shall exceed a height of thirty-five (35) feet.
4. There shall be a one hundred fifty (150) foot buffer area north of the center line of the South San Gabriel River consisting solely of protected open space and tree preservation areas, except that public pedestrian and/or hike and bike trails, underground utilities and any improvements specifically authorized under the Maintenance Access Easement and Trail Easement (as defined below) can be placed in the buffer area. No overhead or above-ground utility improvements shall be placed in the 150-foot buffer area (excluding valves and other minor water or wastewater system appurtenances).
5. Developer shall construct, at no cost to Georgetown or Leander, a ten (10) foot wide ADA-compliant concrete trail in compliance with Georgetown's trail specifications and standards in effect at the time of construction, which extends from the eastern boundary of the 50-Acre Tract to the western boundary of the 50-Acre Tract, or to such other point on the Land approved in writing by Leander and the Georgetown Parks and Recreation Director that allows for connection via a river crossing with Georgetown's trail on the opposite shore (the "Trail"). The parties acknowledge and agree that the river crossing may be located on the ETJ Land. The specific location of the Trail shall be approved in writing in advance by Leander and the Georgetown Parks and Recreation Director and shall be generally consistent with the location shown on Exhibit "D" to the ETJ Release Agreement. When required by this subsection, Developer shall cause the Trail to be dedicated to Leander, and the land for the river crossing necessary to connect the Trail to Georgetown's trail on the opposite shore to be dedicated to Georgetown, each for public use and ownership, maintenance and operation in fee simple or by easement, as Leander or Georgetown may respectively elect in their sole discretion, at no cost to Leander or Georgetown. Developer shall be required to construct the Trail (save and except the river crossing), convey the land for the Trail to Leander via deed or easement, convey the land for the river crossing to Georgetown via deed or easement, upon the earlier to occur of: a) Georgetown's written request; provided that Georgetown does not make such request earlier than two years from the effective date of the ETJ Release Agreement; or b) at the time the Developer applies for approval of a final plat for the portion of the ETJ-Release Tract in which the Trail is

located, and approval of the final plat shall be subject to the Developer's compliance with this Section.

6. Developer shall convey or dedicate to the public, at no cost to Georgetown or Leander, public right-of-way sufficient to allow for intersection of the Land's entrance road with an eighty (80) foot wide, collector-level, east-west public roadway on the so-called **Tippie Tract** in the approximate location shown on the Concept Plan (the "**ROW**"). Developer shall have no obligation to secure or dedicate any public right-of-way on lands not owned by Developer. An instrument in a form acceptable to Leander dedicating the ROW shall be delivered to Leander at the time of submission of a final plat application for the phase of the subdivision in which the ROW is located. Delivery to Leander of an executed instrument in a form acceptable to Leander dedicating the ROW as required by this Section 6 shall be a condition of approval of the final plat for the phase in which the ROW is located. Developer shall have no obligation to secure or dedicate any public right-of-way on lands not owned by Developer; provided that Developer shall not convey any portion of the Land until the ROW is dedicated as required by this Section. The landscape theme for such dedicated right-of-way shall be consistent with the Land's landscape theme.

Exhibit I

**Segment One, Segment Two, Kauffman Loop Extension, Off-Site
Rancho Sienna Line Extension**



SEGMENT 1

SEGMENT 2

KAUFFMAN LOOP

RANCHO SIENNA EXTENSION

KAUFFMANN LOOP
EXTENSION

KAUFFMAN LOOP

RONALD REAGAN
BLVD.

RANCHO SIENNA
WCMUD
#12

GABRIEL'S
OVERLOOK

LIVELY

S.H. 29

OFF SITE WATER LINE
EXTENSION SEGMENT 2

OFF SITE WATER LINE
EXTENSION SEGMENT 1

OFF SITE RANCHO
SIENNA LINE EXTENSION



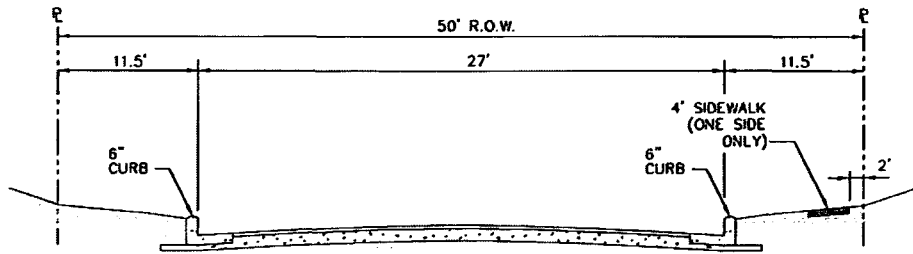
WATER LINE ALIGNMENTS
LIVELY TRACT

SENTINEL
LEANDER, TEXAS

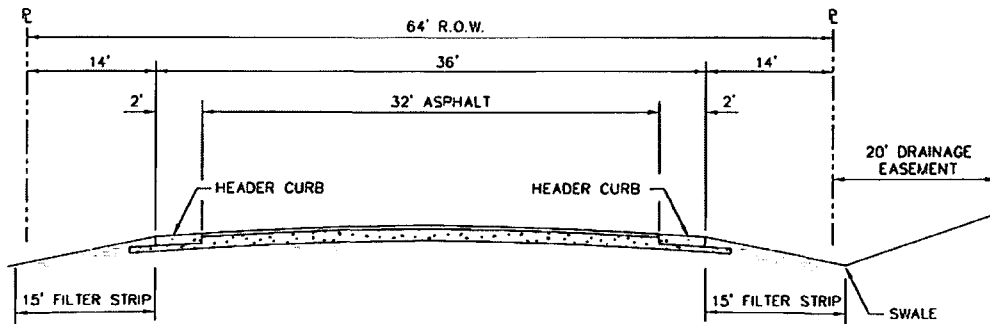
RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

Exhibit J

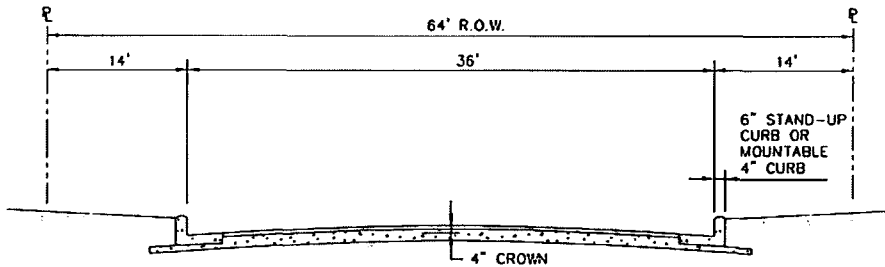
Paving/Sidewalk Street Exhibit



TYPICAL STREET SECTION (50' ROW)
INTERNAL ROAD
 NOT-TO-SCALE



TYPICAL STREET SECTION (64' OR WIDER ROW)
COLLECTOR ROAD (NO VERTICAL CURB)
 NOT-TO-SCALE



TYPICAL STREET SECTION (64' ROW)
COLLECTOR ROAD (W/ CURB)
 NOT-TO-SCALE

REVISIONS:



**PAPE-DAWSON
ENGINEERS**

THIS FIRM IS LICENSED BY THE STATE OF TEXAS AS A PROFESSIONAL ENGINEERING FIRM REGISTRATION # 478
 AUSTIN TEXAS 78757 | PHONE: (512) 444-8711
 FAX: (512) 444-8711

LIVELY TRACT
PAVING/SIDEWALK EXHIBIT

JOB NO. 50915-03
 DATE MARCH 2015
 DESIGNER JB
 CHECKED DRAWN GLAD
 SHEET 1 OF 1

⑤ City of Leander
PO Box 319
Leander, Tx 78646

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2015057498



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas
July 08, 2015 09:17 AM
FEE: \$377.00 TKIRK



EXECUTIVE SUMMARY
2/10/2026

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case Z-25-0194 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to HC-5-B (Heavy Commercial) on two (2) parcels of land 11.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R315913 and R031291; and generally located on the northside of RM 2243, approximately 1,100 feet east of the intersection with CR 269, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. The applicant has submitted a request to change the designated zoning district of their property to align the zoning with the existing land uses. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in an Employment Center as identified by the Comprehensive Plan.

The site was annexed in two phases, in 2002 and 2013. Existing use(s) on the property are lumber, millwork, and custom door manufacturing that are currently classified as legal nonconforming uses, which allows the existing uses and structures to remain as they were at the time of annexation. The property owner intends to expand the existing structure while maintaining the same uses. To proceed with the expansion, the applicant is requesting this zoning change to bring the site into full compliance with current regulations.

GENERAL INFORMATION:

Current Zoning: Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban)

Proposed Zoning: HC-5-B (Heavy Commercial)

Size and Location: The property is located approximately 1,100 feet east of the intersection with CR 269, including approximately 11.65 acres.

Surrounding Area: This property is located west of Fabcon Products, Inc. and east of HL Chapman Pipeline Construction.

PROPOSED ZONING DISTRICT:

USE COMPONENT

HC – HEAVY COMMERCIAL:

Features: Any use in GC (General Commercial) plus commercial laundry, contractor storage yard, lumberyards, indoor manufacture, assembly and processing, mini-warehouse, RV, trailer and boat storage, testing and research, warehouse and distribution, wholesale, wrecker impoundment.

Intent: Development of a variety of light manufacturing, assembly and processing businesses, storage, warehouses and lumber sales. Access should be provided by an industrial or commercial collector street.

SITE COMPONENT

TYPE 5 (non-residential only):

Features: Accessory buildings; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display and storage; outdoor entertainment venues and animal boarding.

Intent:

1. The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.
2. This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) use components.
3. This site component is not intended for retail or office development that do not require outdoor storage and accessory buildings; or developments that are adjacent to residential neighborhoods where not adequately buffered from residential uses.
4. This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.
5. Compliance with Type 1, 2, 3 or 4 site component standards shall also be deemed as compliance with Type 5 standards.

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.
4. This component is intended for the majority of the LO (Local Office) and LC (Local Commercial) use components except those meeting the intent of the Type A or C architectural components.

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

- The Employment Center future development category is for primary jobs and business in strategic locations. These areas are intended for regional-serving employment in planned campus-like environments for office, research, medical, manufacturing, light industrial, warehouse, and heavy commercial uses. To remain competitive in today's corporate marketplace, contemporary workforce-supporting elements such as amenities, retail and high-density residential are also encouraged in an integrated development pattern.
- The Employment Center area is focused on meeting the Plan goals of an attractive, high-quality business environment for investors to bring to Leander and grow/diversify the tax base. It complements other nearby regional mixed-use areas, but provides opportunities for larger-footprint, single-tenant buildings that can accommodate numerous employees. These areas may be developed with an auto-oriented, traditional character, or in a mixed-use urban design. In a planned environment, upper-story vertical mixed-residential is encouraged along with limited, integrated high-density residential-only buildings. Such scenarios should be tightly regulated to ensure the proper mix.

- Desired Mix: 80-100% Non-Residential, 0-20% Residential

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within two hundred feet (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 five hundred (500’) as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner’s Association located within five hundred (500’) are also required to be contacted. There are no residentially zoned or used properties within five hundred (500’) of the site.

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

HISTORY/TIMELINE:

11/06/2002 – Annexation

01/16/2013 – Annexation

12/11/2025 – Planning & Zoning, 1st Public Hearing

01/15/2026 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Hardwood Products & Doors, Inc. (Ana Adame) on behalf of Hardwood Products & Doors, Inc. (Jose Adame).

RECOMMENDATION:

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

1. Approve the proposed the Zoning Case;
2. Deny the proposed Zoning Case; or
3. Approve an alternative request that may include a more restrictive site component (Type 1, 2, 3 or 4) or more restrictive architectural component (Type A).

Staff recommends Option 1 listed above – Approve the Zoning request regarding Zoning Case Z-25-0194 to amend the current zoning to HC-5-B (Heavy Commercial) on two (2) parcels of land 11.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R315913 and R031291; and generally located on the northside of RM 2243, approximately 1,100 feet east of the intersection with CR 269. Staff made this recommendation based on the existing commercial land use patterns in the surrounding area and the Future Land Use designation of Employment Center outlined in the Comprehensive Plan.

During the meeting of December 11, 2025, the Planning & Zoning Commission recommended approval.

The City Council unanimously approved the Zoning Case during the January 15, 2026 meeting.

PRESENTER:

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

Attachments:

1. Z-25-0194 Att 1 Letter of intent - Hardwood Products & Doors
2. Z-25-0194 Att 2 Current Zoning - Hardwood Products & Doors
3. Z-25-0194 Att 3 FLU Map - Hardwood Products & Doors
4. Z-25-0194 Att 4 Public Notification - Hardwood Products & Doors

5. Z-25-0194 Att 5 Proposed Zoning - Hardwood Products & Doors
6. Z-25-0194 Att 6 Aerial Map - Hardwood Products & Doors
7. Z-25-0194 Att 7 Utilities Map - Hardwood Products & Doors
8. Z-25-0194 Att 8 Neighborhood Outreach - Hardwood Products & Doors
9. Z-25-0194 Att 9 Ordinance - Hardwood Products & Doors
10. 12-11-2025 P & Z Minutes



Hardwood Products & Doors

Phone 512/259-3094
P.O. Box 645
Leander, Texas 78641

Letter of Intent

Hardwood Products & Doors, Inc. was established on October 27, 1988, and has continuously operated in Leander, Texas since that time. Our business provides lumber, millwork, and custom door manufacturing, serving the local community for decades.

We are submitting this zoning change request to align the current and long-standing use of our property with the City's zoning designations. Our facility is located at 9430 FM-2243, Leander, Texas 78641, on parcels R031291 and R315913 in Williamson County. The current zoning district (SFS) does not reflect the established and ongoing commercial operations of Hardwood Products & Doors, Inc.

The purpose of this zoning change request is to continue operations and expand onto the adjacent parcel (R031291) by constructing an additional building for material storage and production support. This expansion is a continuation of the same use that has existed at our location since 1988, ensuring compliance with City ordinances while maintaining continuity of our services and operations.

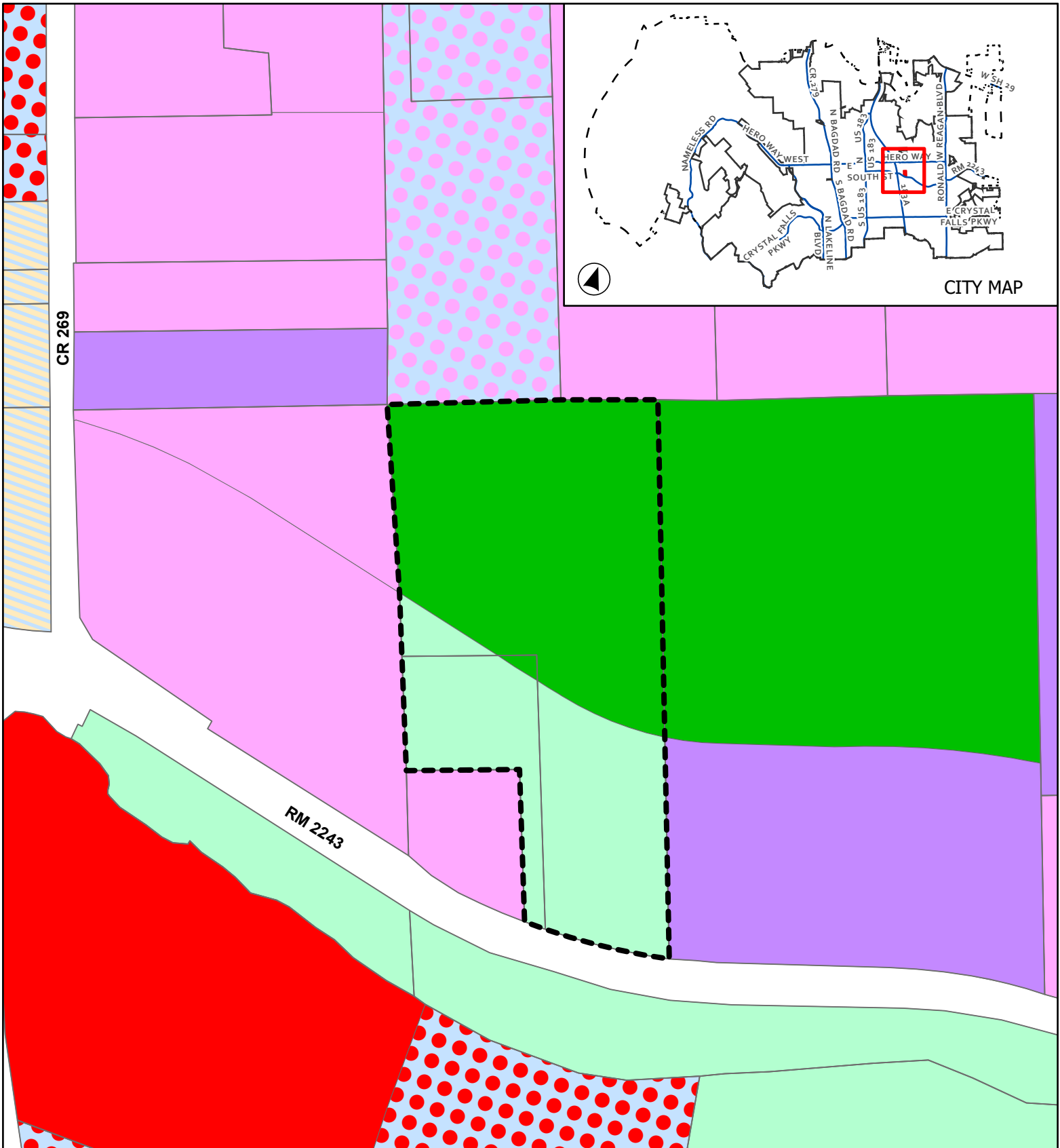
We respectfully request that the City of Leander consider our application to rezone the property to a district that is consistent with our existing and future business operations, such as HC (Heavy Commercial).

Sincerely,

Ana Adame

Hardwood Products & Doors, Inc.
9430 FM-2243
Leander, TX 78641
(512) 259-3094
adamelily@yahoo.com





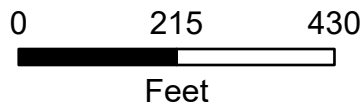
CASE: Z-25-0194

ATTACHMENT 2

Hardwood Products & Doors, Inc.

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.



City Limits

ETJ

Subject Boundary

Current Zoning

SFR - Single-Family Rural

SFS - Single-Family Suburban

GC - General Commercial

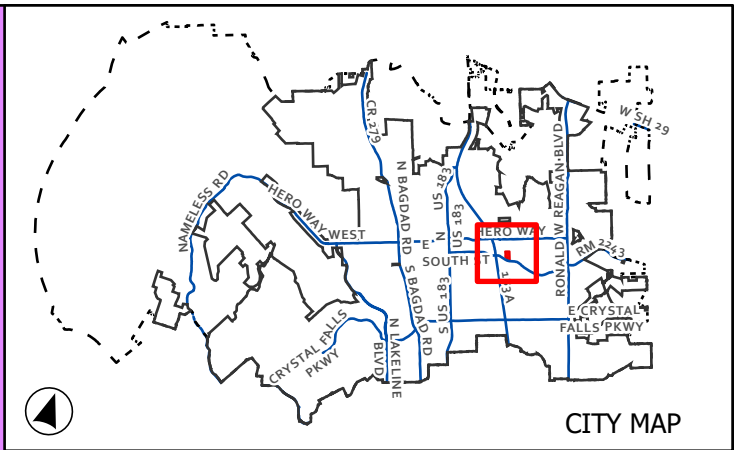
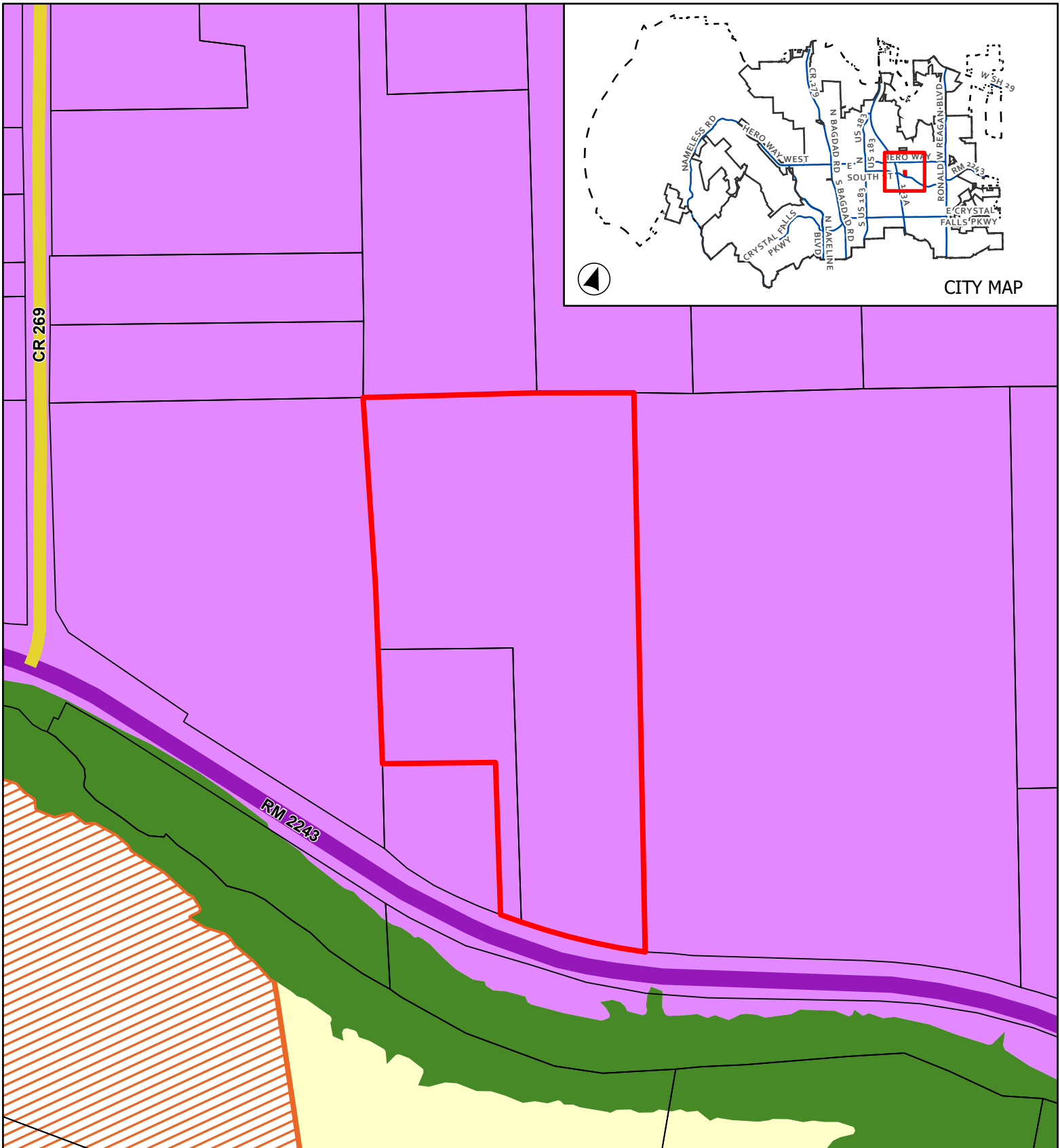
HC - Heavy Commercial

HI - Heavy Industrial

PUD - General Commercial

PUD - Heavy Commercial

CD - Conventional Sector



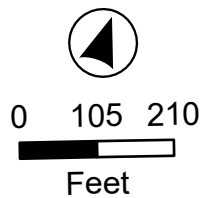
CASE: Z-25-0194

ATTACHMENT 3

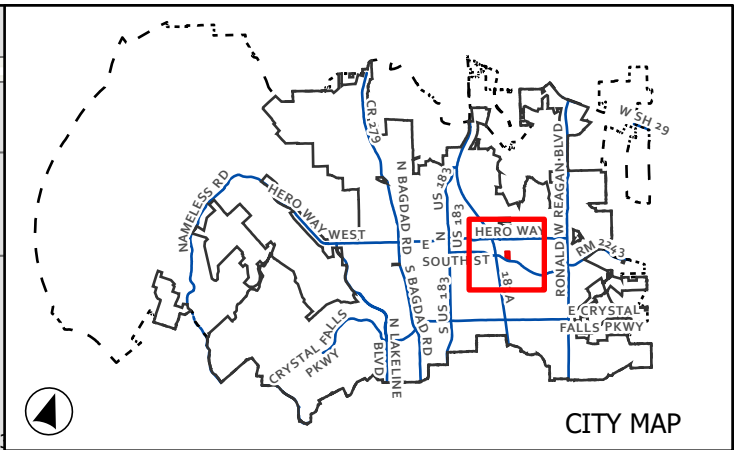
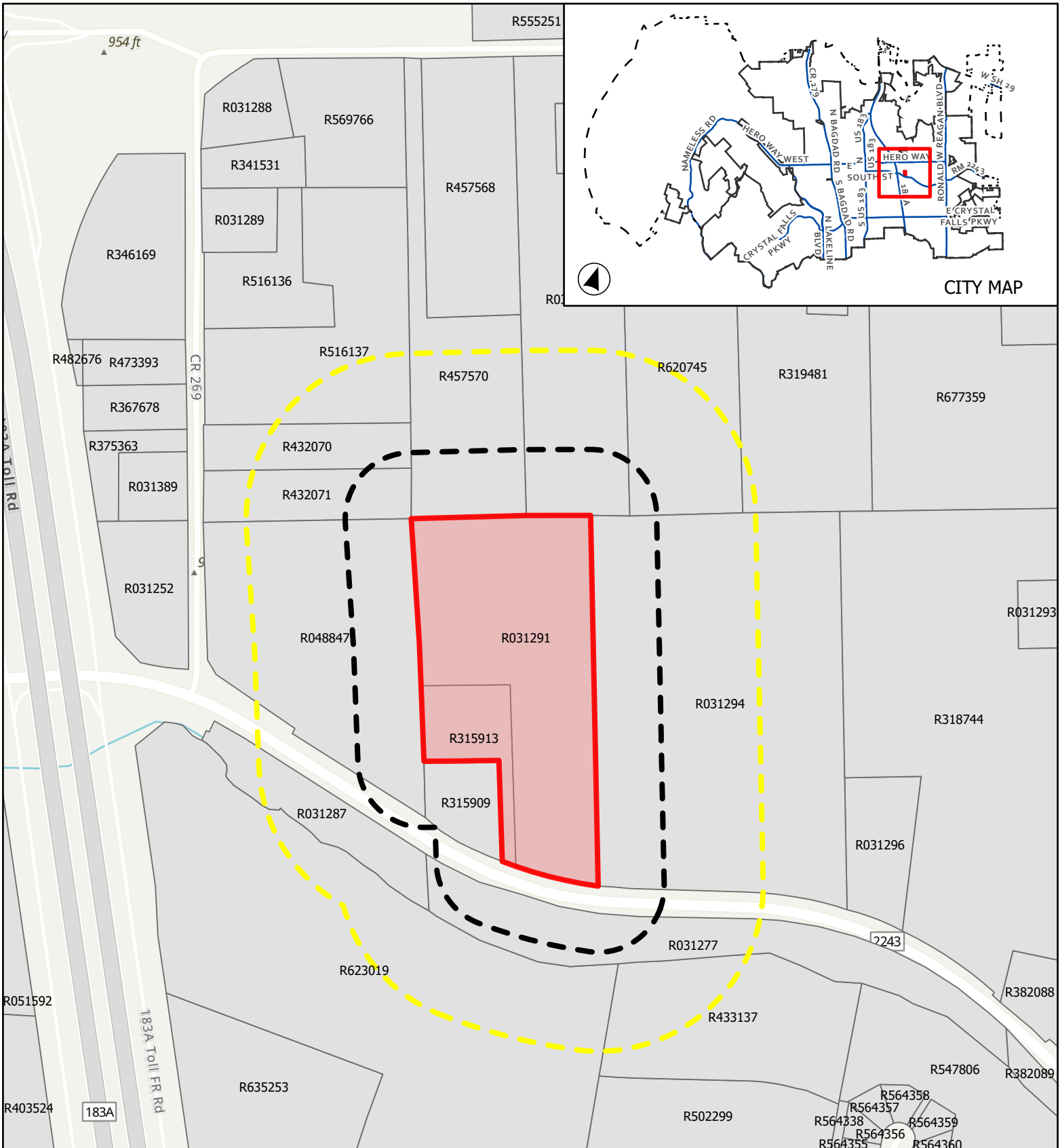
Hardwood Products & Doors, Inc.

Future Land Use Map

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- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Arterial 4 Lane, Existing
- Collector, Existing



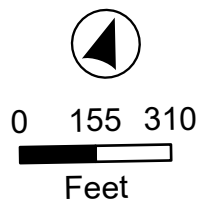
CASE: Z-25-0194

ATTACHMENT 4

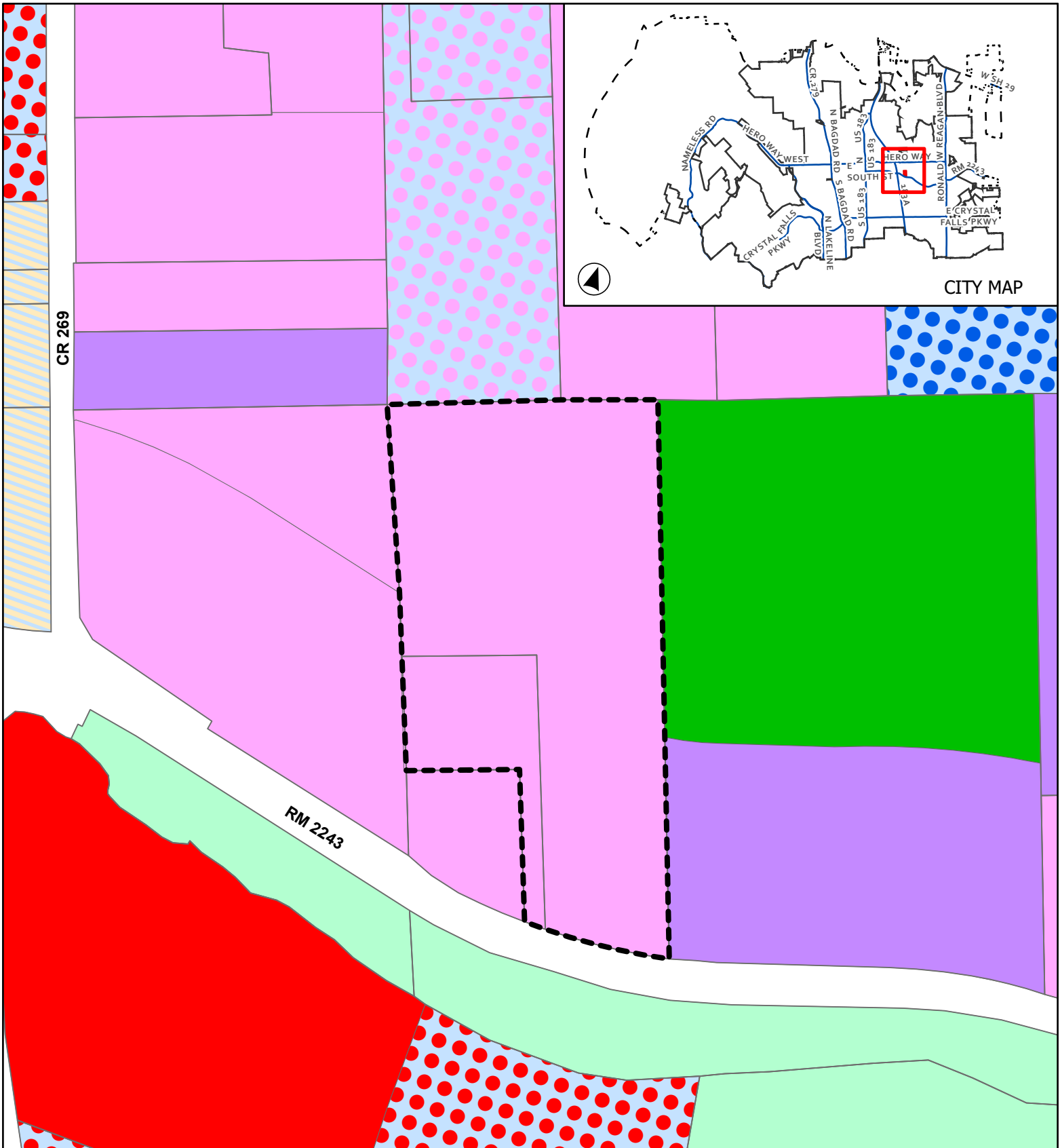
HARDWOOD PRODUCTS & DOORS, INC.

Public Notification

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



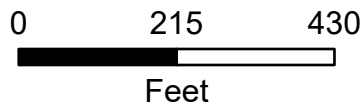
CASE: Z-25-0194

ATTACHMENT 5

Hardwood Products & Doors, Inc.

Proposed Zoning

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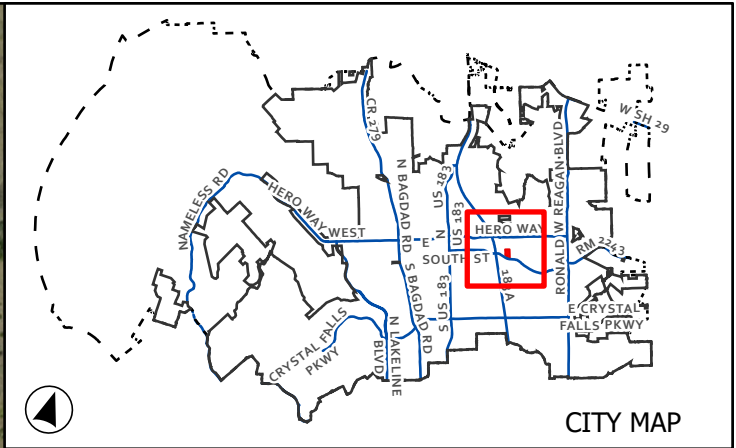
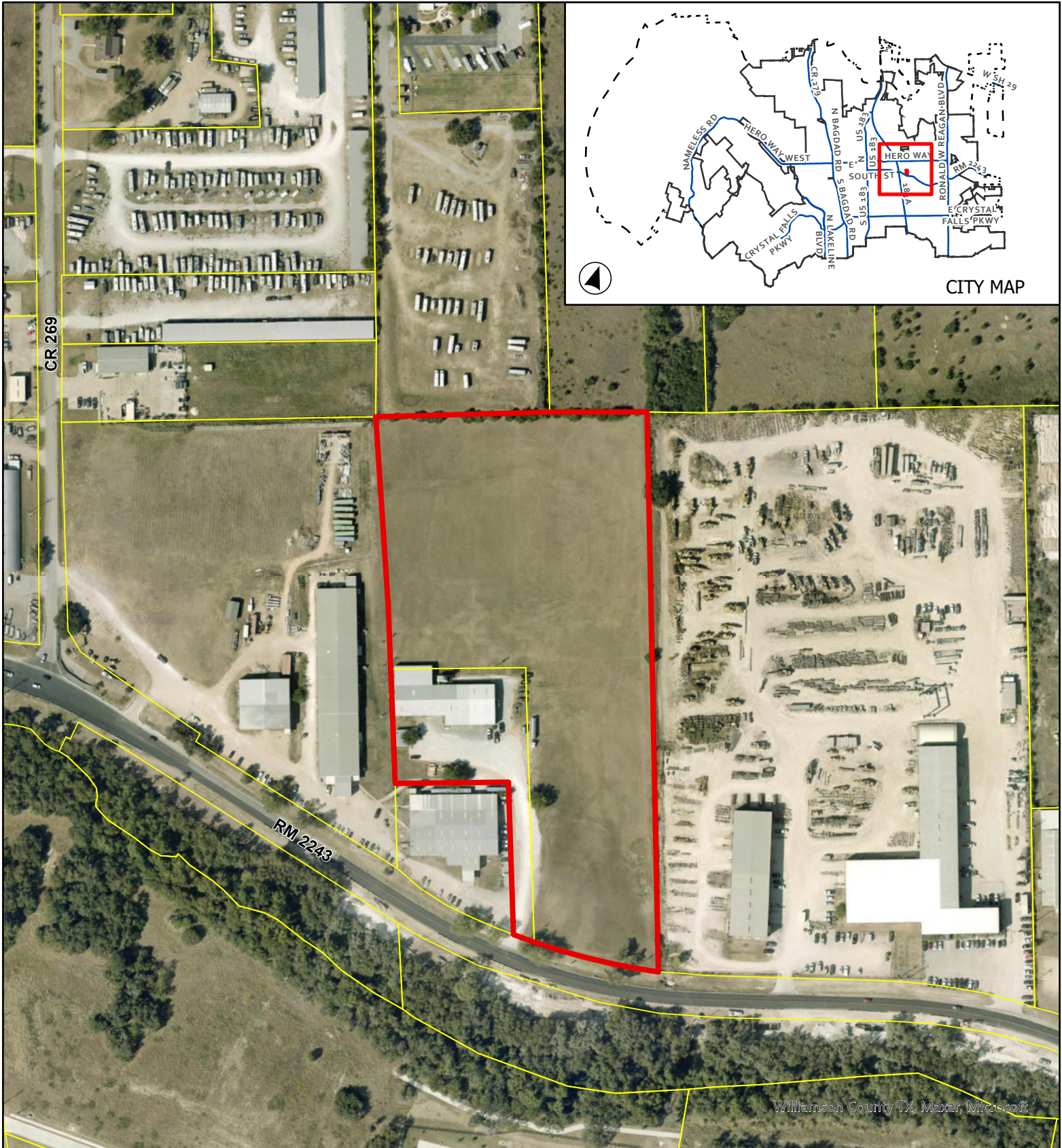


- City Limits
- ETJ
- Subject Boundary

Proposed Zoning

- SFR - Single-Family Rural
- SFS - Single-Family Suburban

- GC - General Commercial
- HC - Heavy Commercial
- HI - Heavy Industrial
- PUD - Mixed Use
- PUD - General Commercial
- PUD - Heavy Commercial
- CD - Conventional Sector



CASE: Z-25-0194

ATTACHMENT 6

Hardwood Products & Doors, Inc.

Aerial Map

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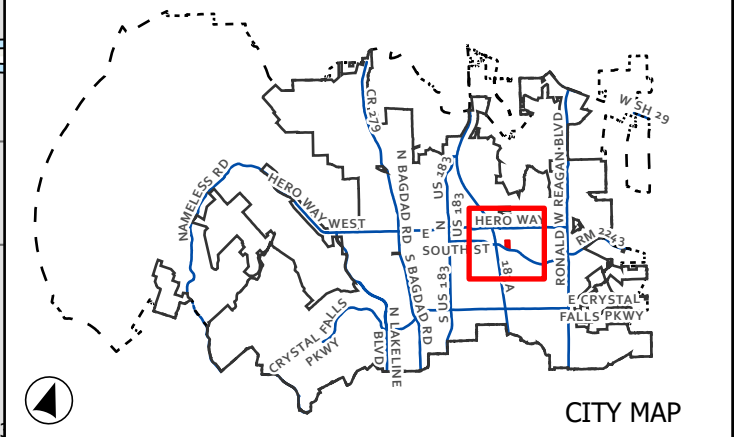
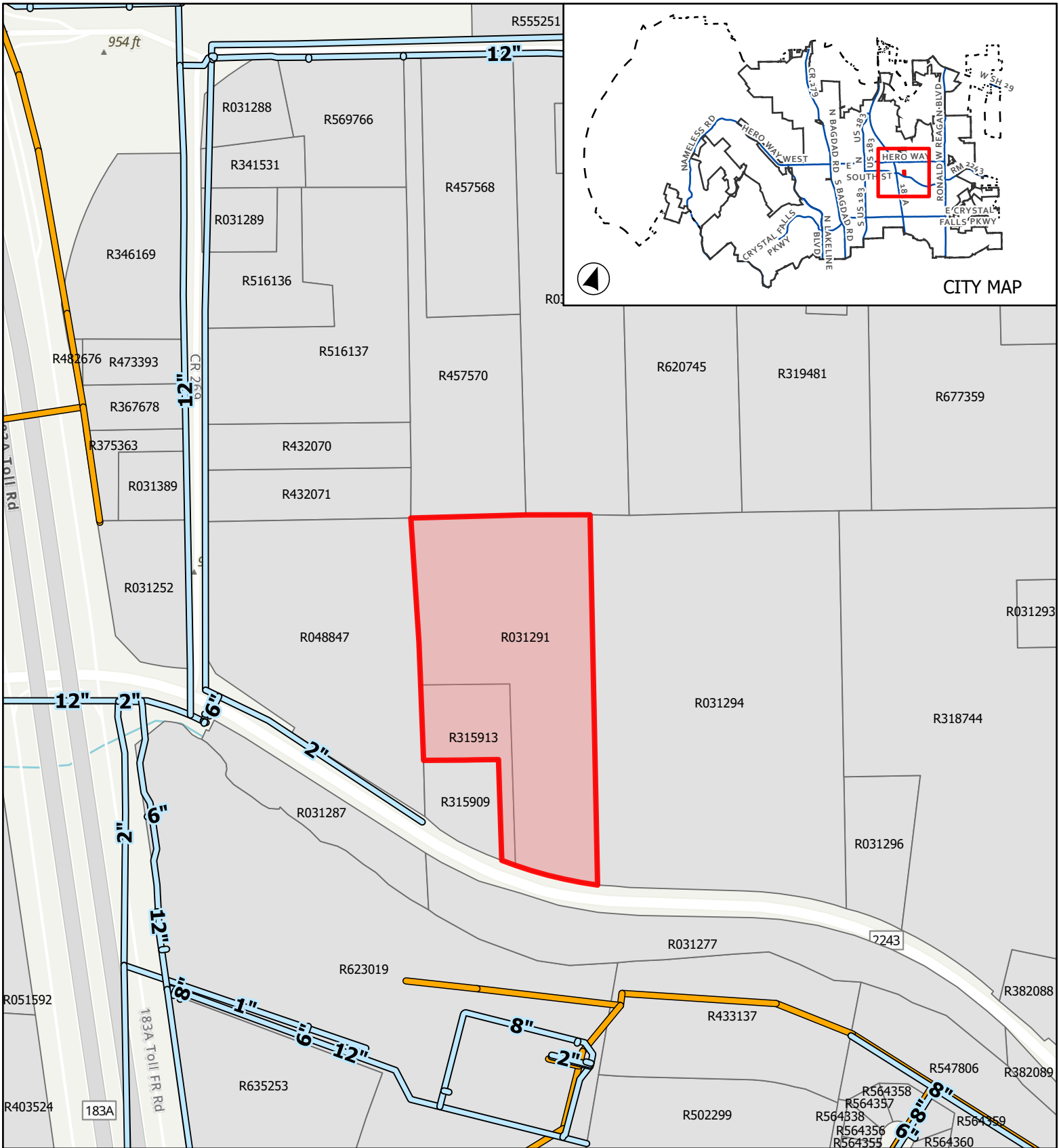


0 105 210



Feet

- Leander City Limits
- Subject Boundary



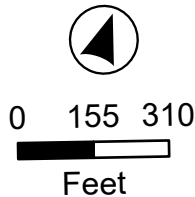
CASE: Z-25-0194

ATTACHMENT 7

HARDWOOD PRODUCTS & DOORS, INC.

Utilities 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.



- 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.

No neighborhood contacts were made because there are no residential properties located within 500 feet of the subject parcels (R031291 and R315913).

- 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.

Not applicable — no residential property owners or HOAs fall within the required 500-foot notification area.

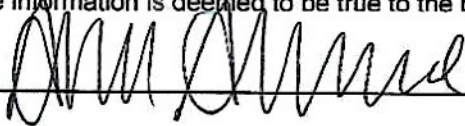
- 3. What concerns were raised during these communications?

None — no residential properties within 500 feet, therefore no concerns were raised.

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

None — no applicable neighborhood communications required.

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

Signature:  Date: 7-11-25

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING TWO (2) PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) TO HC-5-B (HEAVY 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; and

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 including 11.65 acres ±; being more particularly described in **Exhibit "A"**; generally located on the north side of RM 2243, approximately 1,100 feet east of the intersection with CR 269; identified by Williamson Central Appraisal District tax identification number R315913 and R031291; more particularly described in Instrument Number 2020106949; 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 SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to HC-5-B (Heavy 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 January, 2026.
FINALLY PASSED AND APPROVED on this the 10th day of February, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor Pro Tem



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, December 11, 2025
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – Joseph Morales
Place 3 – Karen Lewis
Place 4 – Jay Coats**

**Place 5 – James Oliver, Chair
Place 6 – Laura Lantrip, Vice-Chair
Place 7 – Tyler Bray
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 were present except Commissioner Karen Lewis was absent and Commissioner Joseph Morales arrived at 6:06 p.m.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the November 20, 2026 and December 10, 2025 meetings.
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 6-13.

By: Board Member Oliver
Seconded: Board Member Coats

Vote: 5 - 0

6. Approval of the minutes for meeting held on November 13, 2025.
7. Approval of the extension of the application expiration for Subdivision Case PICP-22-0020 Northline Block O Construction Plans; more particularly described by Williamson Central Appraisal District Parcels R517094 and R031604, generally located southwest of the intersection of Main Street and William Parker Street, Leander, Williamson County, Texas.

8. Approval of the extension of the application expiration for Subdivision Case PICP-23-0108 Deceleration Lane for Shanta Ba Plaza development; on one (1) parcel of land 2.93 acres ± in size, more particularly described by Williamson County Appraisal District Parcel R516399; generally located southeast of the intersection of Arrowfeather Pass and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
9. Approval of the extension of the application expiration for Subdivision Case PICP-24-0117 Grand Lake Plaza regarding the waterline extension along E. Crystal Falls Parkway, located to the southwest of the intersection of E. Crystal Falls Parkway and Grand Lake Parkway, commonly known as 2016 Grand Lake Parkway, Leander, Williamson County, Texas.
10. Approval of the extension of the application expiration for Subdivision Case FP-23-0126 Sarita Valley Phase 9 Final Plat; on one (1) parcel of land 2.934 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R516399, generally located southeast of the intersection of Ronald W. Reagan Boulevard and Arrowfeather Pass, Leander, Williamson County, Texas.
11. Approval of the extension of the application expiration for Site Development Case SD-24-0219 AKRA Montessori School; on one (1) parcel of land 1.7 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R659194, commonly known as 1201 W. San Gabriel Parkway, Leander, Williamson County, Texas.
12. Approval of the extension of the application expiration for Site Development Case SD-24-0240 Dexter Market & Retail; on one parcel of land 2.8 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R594078, commonly known as 620 S. Bagdad Road, Leander, Williamson County, Texas.
13. Approval of the extension of the application expiration for Site Development Case SD-25-0367 Wildcat Fuels; on one (1) parcel of land 1.27 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R558580, commonly known as 807 Crystal Falls Parkway, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

14. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0194 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to HC-5-B (Heavy Commercial) on two (2) parcels of land 11.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R315913 and R031291; and generally located on the northside of RM 2243, approximately 1,100 feet east of the intersection with CR 269, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0194 as described above.

Public Hearing opened at 6:03 p.m.; Public Hearing closed at 6:03 p.m.; following discussion.

Commissioner Joseph Morales joined the meeting at 6:06 p.m.

No one spoke in favor or opposition of the request.

Motion to approve the Zoning Case Z-25-0194.

By: Board Member Lantrip

Seconded: Board Member Oliver

Vote: 6 - 0

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0200 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to HC-4-C (Heavy Commercial) on one (1) parcel of land 3.973 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031281; and generally located southeast of the intersection of CR 270 and Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0200 as described above.

Public Hearing opened at 6:07 p.m.; Public Hearing closed at 6:07 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve the Zoning Case Z-25-0200.

By: Board Member Oliver

Seconded: Board Member Lantrip

Vote: 6 - 0

REGULAR AGENDA

16. Discuss and consider action regarding Zoning Case Z-25-0183 to amend the current zoning of GC-3-C (General Commercial) to adopt the 2100 S. Bagdad Road PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on one (1) parcel of land approximately 0.36 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R098183; and located at 2100 S. Bagdad Road, Leander, Williamson County, Texas.

Motion to approve Zoning Case Z-25-0183 with the condition that upon change of use the exception is removed as well as the destruction of the fence within the Public Utility Easement being at the owner's expense.

By: Board Member Mahan

Seconded: Board Member Oliver

Vote: 5 - 1 (Board Member Lantrip)

Motion to amend the previous motion to include the smooth side of the fence being required to be facing the right-of-way.

By: Board Member Mahan

Seconded: Board Member Oliver

Vote: 5 - 1 (Board Member Lantrip)

17. Discuss and consider action regarding Significant Tree Removal requests associated with Subdivision Case PP-25-0071 regarding the removal of seven (7) Significant Trees as part of the Oak Grove Estates Preliminary Plat one (1) parcel of land 20.536 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R392186; and generally located east of CR 175, approximately 250 feet north of Carthage Street, Leander, Williamson County, Texas.

Motion to approve the Significant Tree Removal requests associated with Subdivision Case PP-25-0071.

By: Board Member Lantrip
Seconded: Board Member Oliver

Vote: 6 - 0

18. Adjournment
Meeting adjourned at 6:50 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
2/10/2026

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case Z-25-0200 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to HC-4-C (Heavy Commercial) on one (1) parcel of land 3.973 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031281; and generally located southeast of the intersection of CR 270 and Hero Way, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. The applicant has submitted a request to change the designated zoning district of the property to align with the zoning of the neighboring properties. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in an Employment Center as identified by the Comprehensive Plan. The applicant wishes to incorporate this property into an overall commercial development.

GENERAL INFORMATION:

Current Zoning: Interim SFR-1-B (Single Family Rural)

Proposed Zoning: HC-4-C (Heavy Commercial)

Size and Location: The property is located southeast of the intersection of CR 270 and Hero Way, including approximately 3.973 acres.

Surrounding Area: This property is located north of Tex-Mix Concrete and HL Chapman Pipeline Construction, south of CR 270, west of Liberty Civil Construction, and east of KOA RV Park.

PROPOSED ZONING DISTRICT:

USE COMPONENT

HC – HEAVY COMMERCIAL:

Features: Any use in GC (General Commercial) plus commercial laundry, contractor storage yard, lumberyards, indoor manufacture, assembly and processing, mini-warehouse, RV, trailer and boat storage, testing and research, warehouse and distribution, wholesale, wrecker impoundment.

Intent: Development of a variety of light manufacturing, assembly and processing businesses, storage, warehouses and lumber sales. Access should be provided by an industrial or commercial collector street.

SITE COMPONENT

TYPE 4 (non-residential only):

Features: Accessory buildings up to 60% of primary building; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display; substantial outdoor storage; outdoor entertainment venues and animal boarding.

Intent:

1. The Type 4 site component is intended to be utilized in combination with GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) components where appropriate for moderately intense outdoor site requirements and a need to utilize the outdoor site area for significant outdoor display, storage and accessory buildings and similar permitted uses.

2. This site component is intended only for industrial or heavy commercial uses and may be utilized only with GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) use components.
3. This site component is not intended for retail or office development that do not require outdoor storage and accessory buildings; or developments that are adjacent to residential neighborhoods where not adequately buffered from residential uses.
4. Compliance with Type 1, 2 or 3 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE C (non-residential only):

Features: Three (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 2.2: Facilitate quality commercial development through targeted marketing and a commitment by the City to help businesses grow and expand.

Applicable Future Land Use categories

EMPLOYMENT CENTER

- The Employment Center future development category is for primary jobs and business in strategic locations. These areas are intended for regional-serving employment in planned campus-like environments for office, research, medical, manufacturing, light industrial, warehouse, and heavy commercial uses. To remain competitive in today's corporate marketplace, contemporary workforce-supporting elements such as amenities, retail and high-density residential are also encouraged in an integrated development pattern.
- The Employment Center area is focused on meeting the Plan goals of an attractive, high-quality business environment for investors to bring to Leander and grow/diversify the tax base. It complements other nearby regional mixed-use areas, but provides opportunities for larger-footprint, single-tenant buildings that can accommodate numerous employees. These areas may be developed with an auto-oriented, traditional character, or in a mixed-use urban design. In a planned environment, upper-story vertical mixed-residential is encouraged along with limited, integrated high-density residential-only buildings. Such scenarios should be tightly regulated to ensure the proper mix.

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' are also required to be contacted.

The applicant reached out to the residents within 500' from the property on October 17, 2025, by mail. No responses were received as of the time of the public notification.

Please see the full report from the applicant attached as Exhibit 9.

HISTORY/TIMELINE:

01/20/2016 – Annexation

12/11/2025 – Planning & Zoning, 1st Public Hearing

01/15/2026 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Jamison Civil Engineering, LLC (Stephen R. Jamison) on behalf of ARS Hero Way, LLC (Prasad Kolishetti).

RECOMMENDATION:

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

1. Approve the proposed Zoning change request;
2. Deny the proposed Zoning change request; or
3. Approve an alternative request that may include a more restrictive site component (Type 1, 2 or 3) or more restrictive architectural component (Type A or B).

Staff recommends Option 1 listed above – Approve the requested zoning change request regarding Zoning Case Z-25-0200 to amend the current zoning to HC-4-C (Heavy Commercial) on one (1) parcel of land 3.973 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031281; and generally located southeast of the intersection of CR 270 and Hero Way. Staff made this recommendation based on the existing commercial land use patterns in the surrounding area and the Future Land Use designation of Employment Center outlined in the Comprehensive Plan.

During the meeting on December 11, 2025, the Planning & Zoning Commission recommended approval.

The City Council unanimously approved the Zoning Case during the January 15, 2026 meeting.

PRESENTER:

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

Attachments:

1. Z-25-0200 Att 1 - Letter of Intent - ARS Hero Way
2. Z-25-0200 Att 2 Current Zoning - ARS Hero Way
3. Z-25-0200 Att 3 FLU Map- ARS Hero Way
4. Z-25-0200 Att 4 Public Notification - ARS Hero Way
5. Z-25-0200 Att 5 Proposed Zoning - ARS Hero Way
6. Z-25-0200 Att 6 Aerial Map - ARS Hero Way
7. Z-25-0200 Att 7 Utilities Map - ARS Hero Way
8. Z-25-0200 Att 8 Neighborhood Community Outreach - ARS Hero Way
9. Z-25-0200 Att 9 Ordinance - ARS Hero Way
10. 12-11-2025 P & Z Minutes

Jamison Civil Engineering LLC

TBPE #F-17756
13812 Research Blvd. #B-2
Austin, Texas 78750

JCE

Office: (737) 484-0880
Fax: (737) 484-0897
E-Mail: steve@jamisoneng.com

October 16, 2025

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

Re: ARS Hero Way Zoning Change

We respectfully request a zoning change to Williamson County Property ID: R-17-W000-6000-0022-B004 (R031281), AW0006 AW0006 – Harmon E.D. Sur., ACRES 3.96, located at 2773 Hero Way, Leander, Texas 78641, 100% owned by ARS Heroway LLC.

Current Zoning: Single-Family Rural (SFR)

Proposed Zoning: Heavy Commercial (HC)

Future Land Use Category: Employment Center

This rezoning request is consistent with the future land use category as set by the City of Leander Comprehensive Plan and is in cohesion with nearby property zoning. Adjacent properties are currently zoned Heavy Commercial (HC).

Please reach out with any questions or concerns.

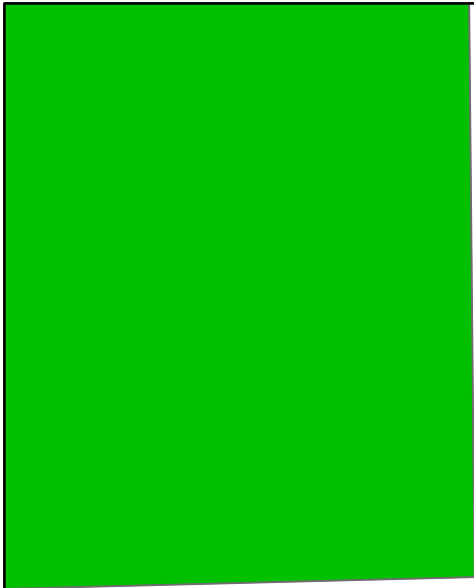
10/17/2025

Sincerely,

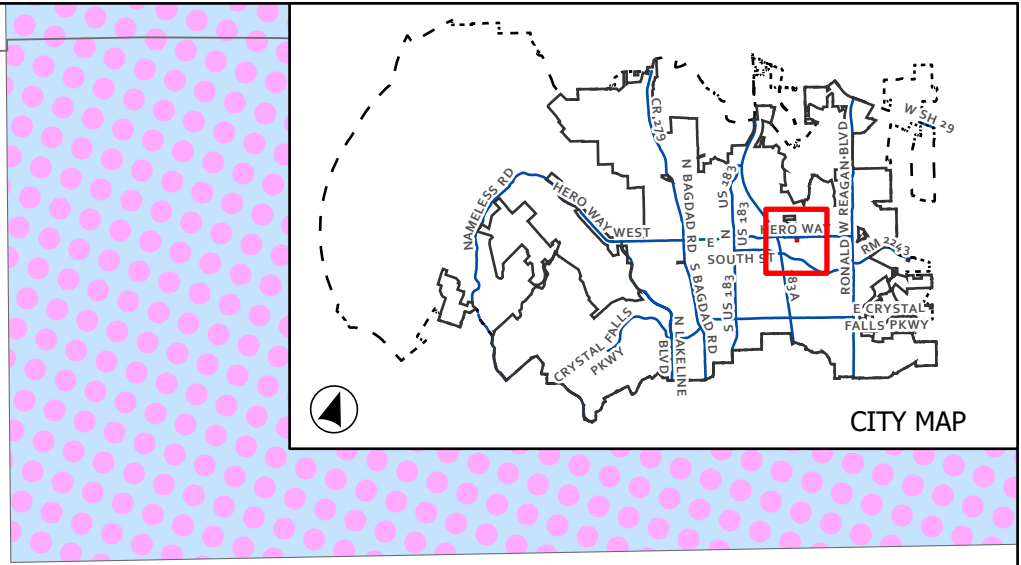


Stephen R. Jamison P.E.
Jamison Civil Engineering LLC
TX PE Firm REG. #F-17756

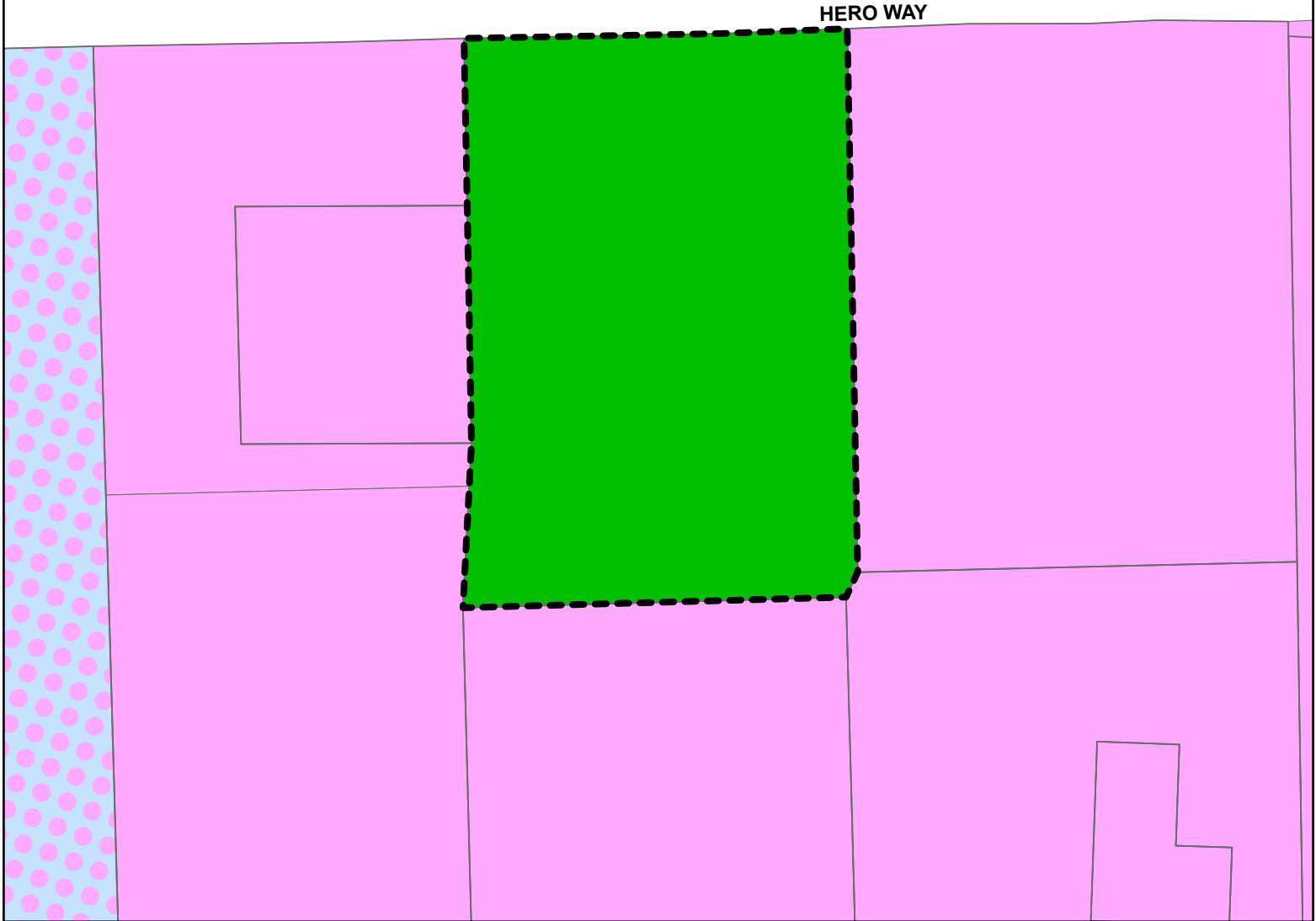




CR 270



CITY MAP



HERO WAY

CASE: Z-25-0200

ATTACHMENT 2

ARS Hero Way
Zoning Change

Current Zoning



0 115 230



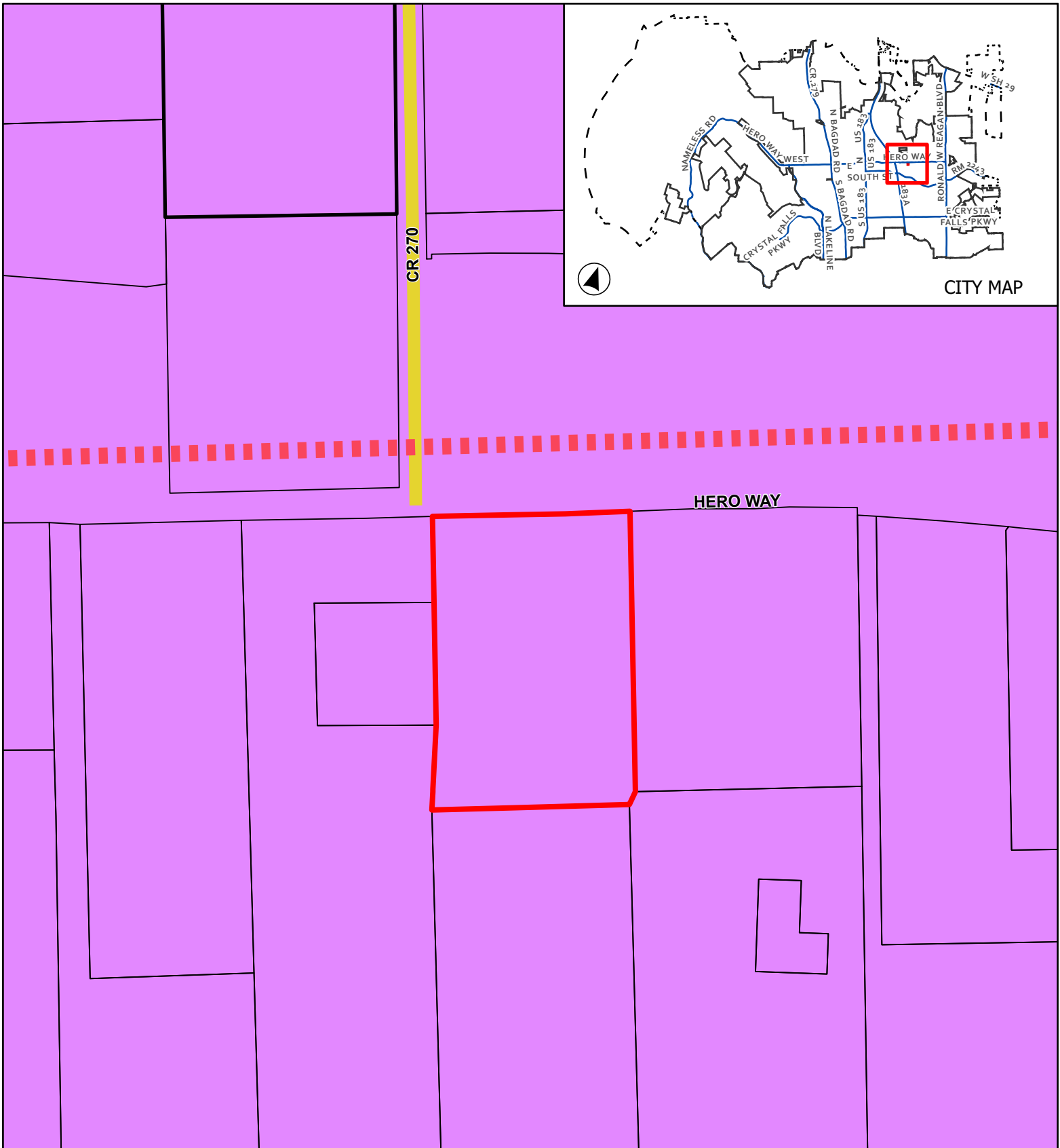
Feet

- City Limits
- ETJ
- Subject Boundary

Current Zoning

- SFR - Single-Family Rural
- HC - Heavy Commercial
- PUD - Heavy Commercial

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.



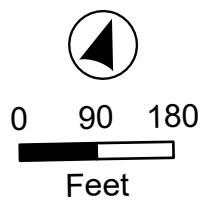
CASE: Z-25-0200

ATTACHMENT 3

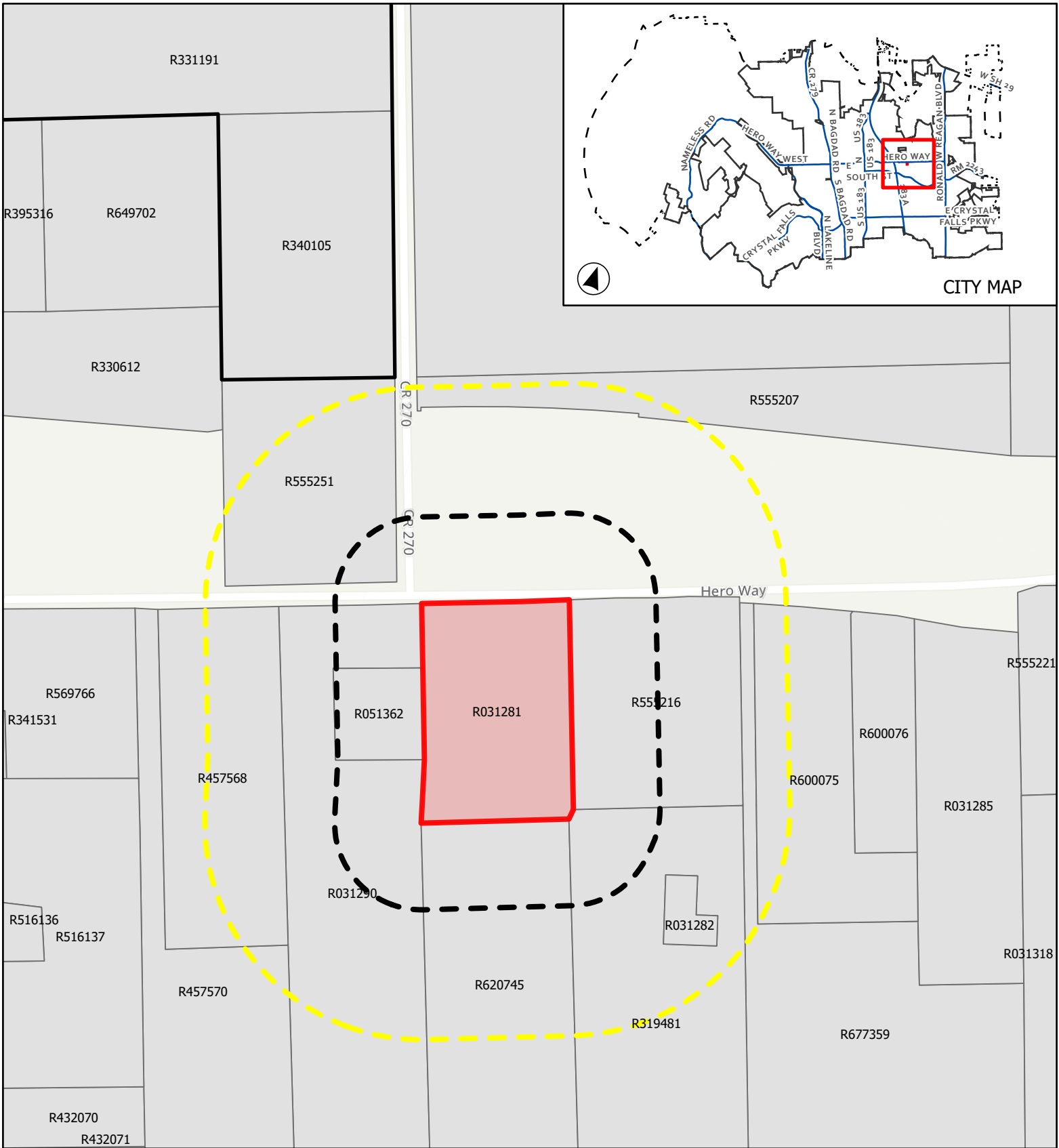
ARS Hero Way
Zoning Change

Future Land Use 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.



- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Collector, Existing
- Access Controlled, Proposed



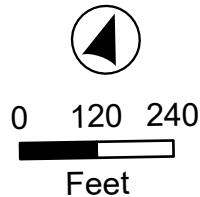
CASE: Z-25-0200

ATTACHMENT 4

ARS HERO WAY
ZONING CHANGE

Public Notification

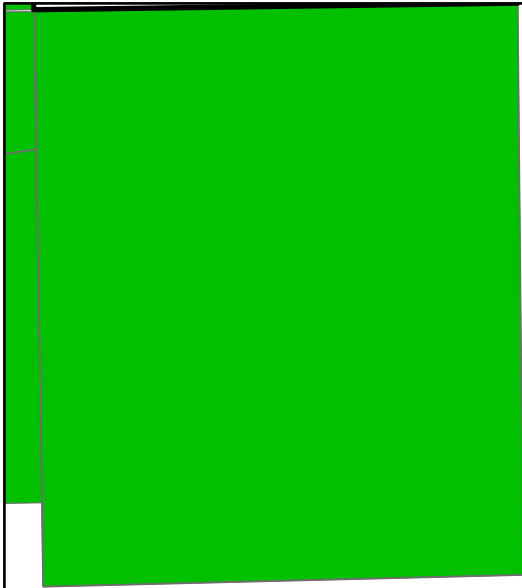
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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



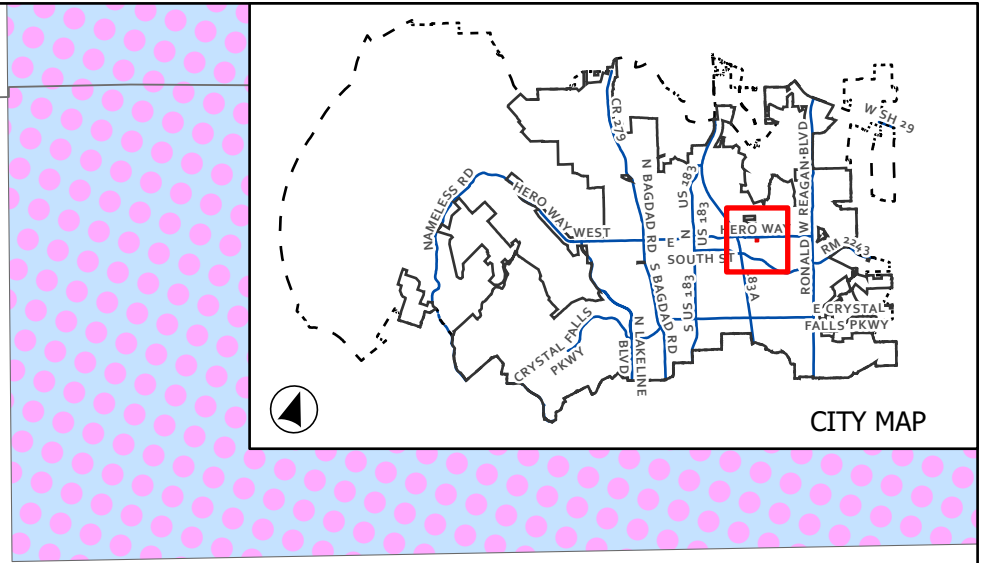
- City Limits
- ETJ
- Subject Boundary

Notification Buffer

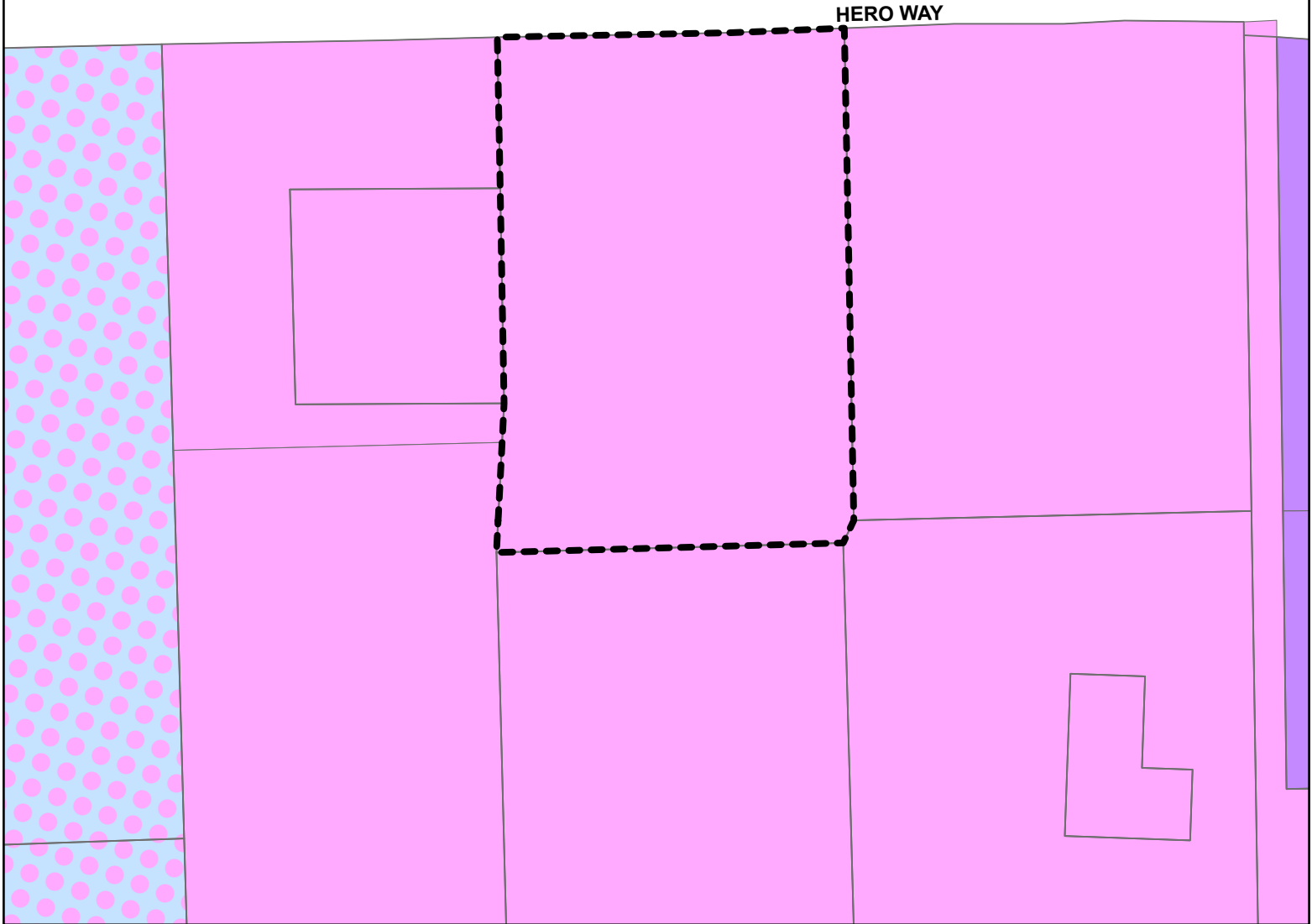
- 200'
- 500'



CR 270



CITY MAP



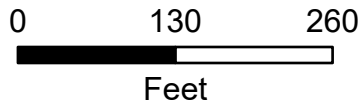
CASE: Z-25-0200

ATTACHMENT 5

ARS HERO WAY

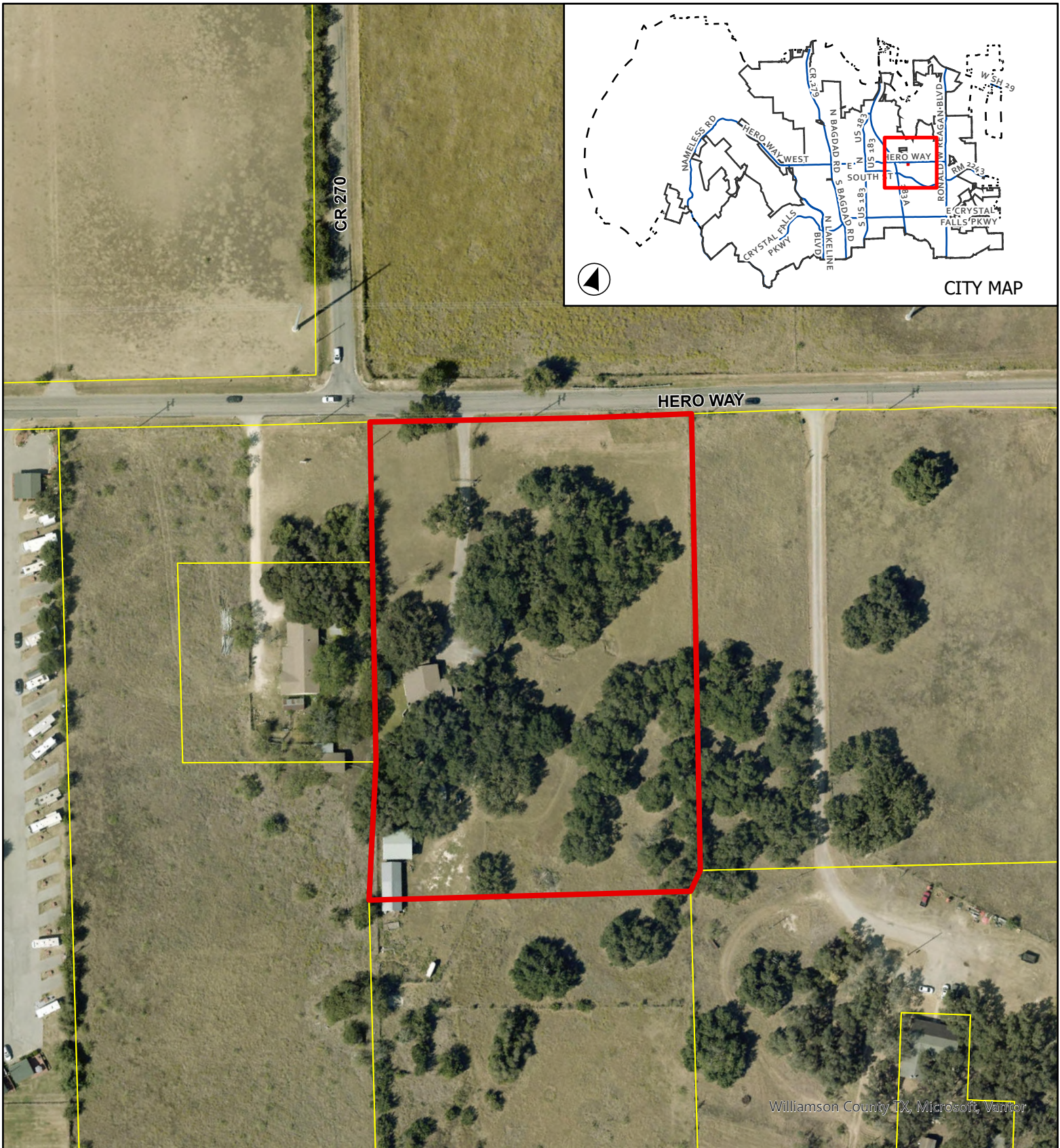
Proposed Zoning

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- City Limits
- ETJ
- Subject Boundary
- HC - Heavy Commercial
- HI - Heavy Industrial
- PUD - Heavy Commercial
- SFR - Single-Family Rural

Proposed Zoning



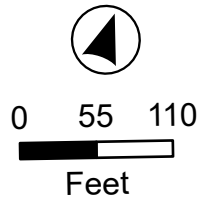
CASE: Z-25-0200

ATTACHMENT 6

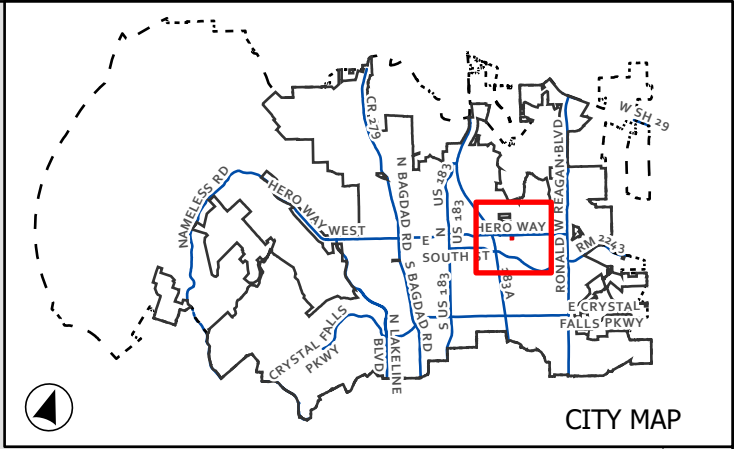
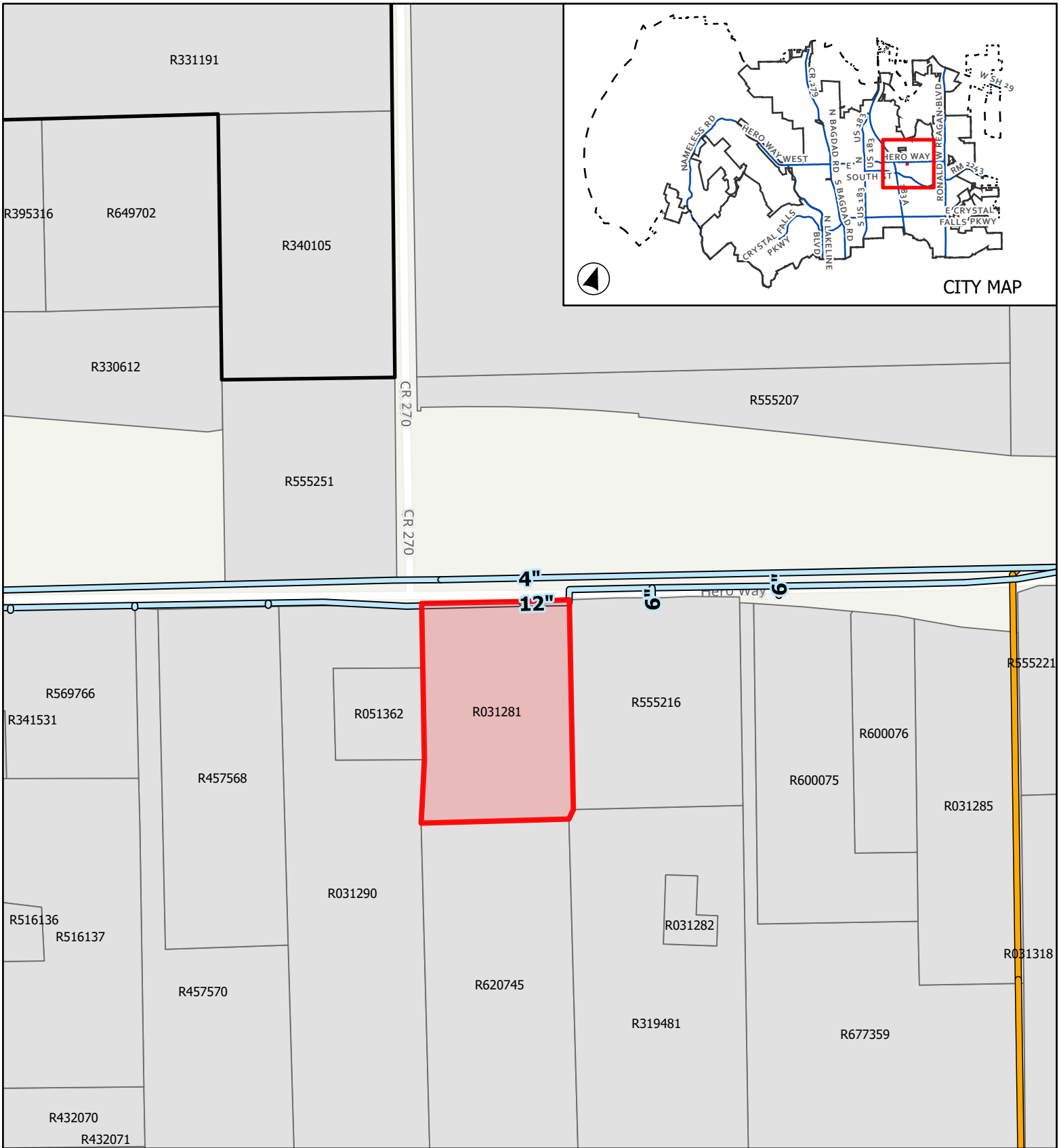
ARS HERO WAY
ZONING CHANGE

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
- Williamson County Parcels



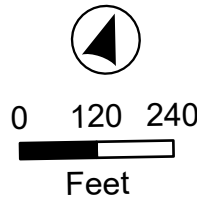
CASE: Z-25-0200

ATTACHMENT 7

ARS HERO WAY
ZONING CHANGE

Utilities 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.



- 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.

Zoning information packages were mailed to the surrounding owners on 10/17/2025. Please see the included copy of what was sent out. Jamison Civil Engineering sent out the letters and placed their contact information on the letter.
City of Leander planning department contact information was also included in the letter.

- 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.

Property owners were notified. We are not aware of any HOA's within 500'. Please see the mailing contacts included with this submittal.

- 3. What concerns were raised during these communications?

We have not received any concerns but will send them over to the planning department if any are received.

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

A meeting has not been conducted. Any modifications will be relayed to the planning department if any concerns are raised by the surrounding properties.

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

Signature:  Date 10/17/2025

Jamison Civil Engineering LLC

TBPE #F-17756
13812 Research Blvd. #B-2
Austin, Texas 78750

JCE

Office: (737) 484-0880
Fax: (737) 484-0897
E-Mail: steve@jamisoneng.com

October 17, 2025

Re: ARS Hero Way Zoning Change

This is a notification letter only. No action is required on your part.

The property located at 2773 Hero Way, Leander, Texas 78641 is proposing a zoning change to the City of Leander. Please see the location map and the zoning change exhibit included with this letter.

Current Zoning: Single-Family Rural (SFR)

Proposed Zoning: Heavy Commercial (HC)

Future Land Use Category: Employment Center

This rezoning request is consistent with the future land use category as set by the City of Leander Comprehensive Plan and is in cohesion with nearby property zoning. Adjacent properties are currently zoned Heavy Commercial (HC).

A copy of the City of Leander zoning schedule is also attached. This application will be submitted on the 10/21/2025 application submittal deadline and will follow the review timeline outlined.

Please reach out to Jamison Civil Engineering for any questions or concerns at guillermo@jamisoneng.com or 737-484-0880.

The City of Leander Development Services can be reached at 512-528-2733.

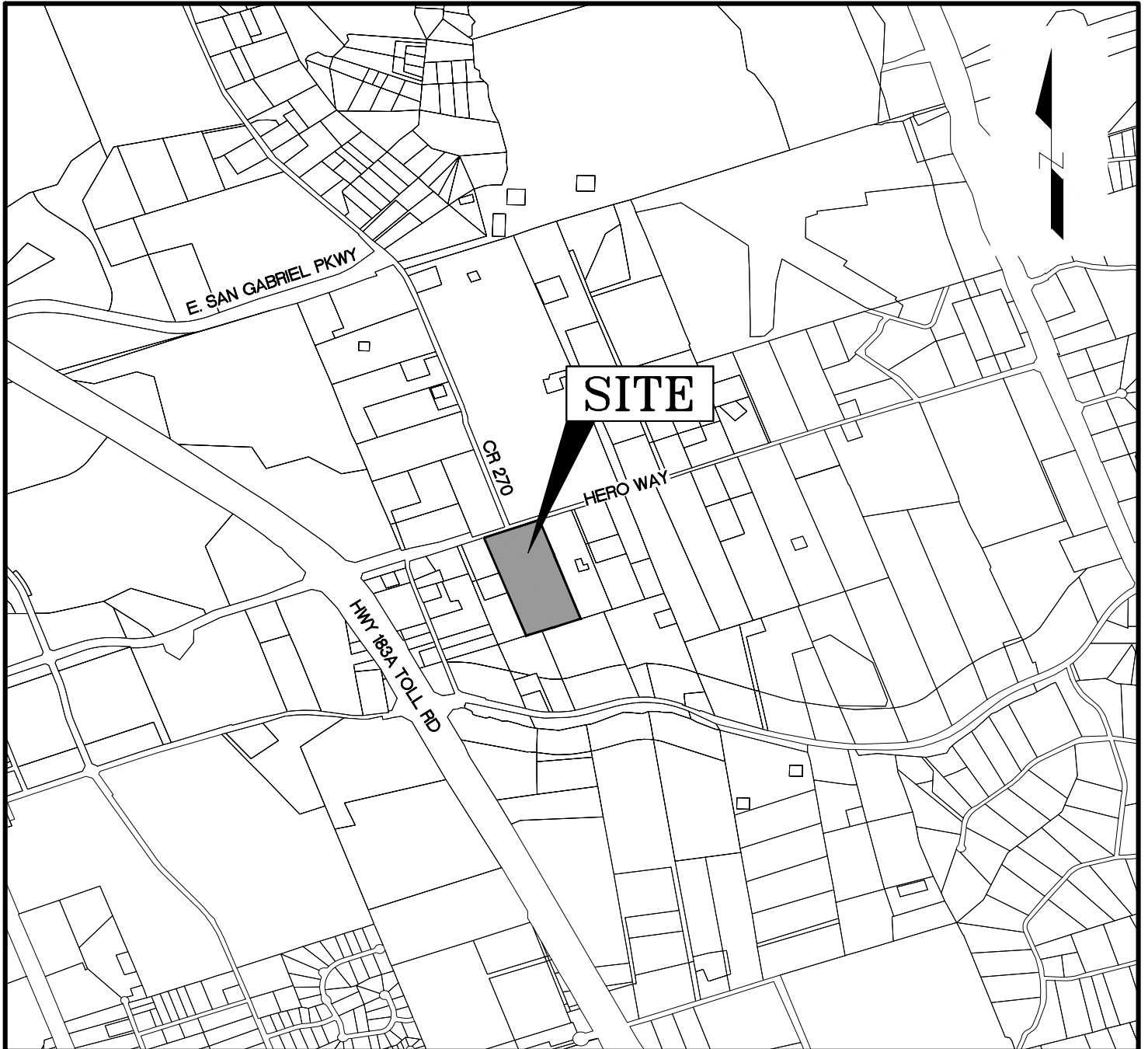
Sincerely,

Guillermo Calvillo

Digitally signed by Guillermo Calvillo
DN: C=US,
E=guillermo@jamisoneng.com,
O=Jamison Civil Engineering LLC,
CN=Guillermo Calvillo
Reason: I am the author of this document
Date: 2025.10.17 10:31:31-05'00'

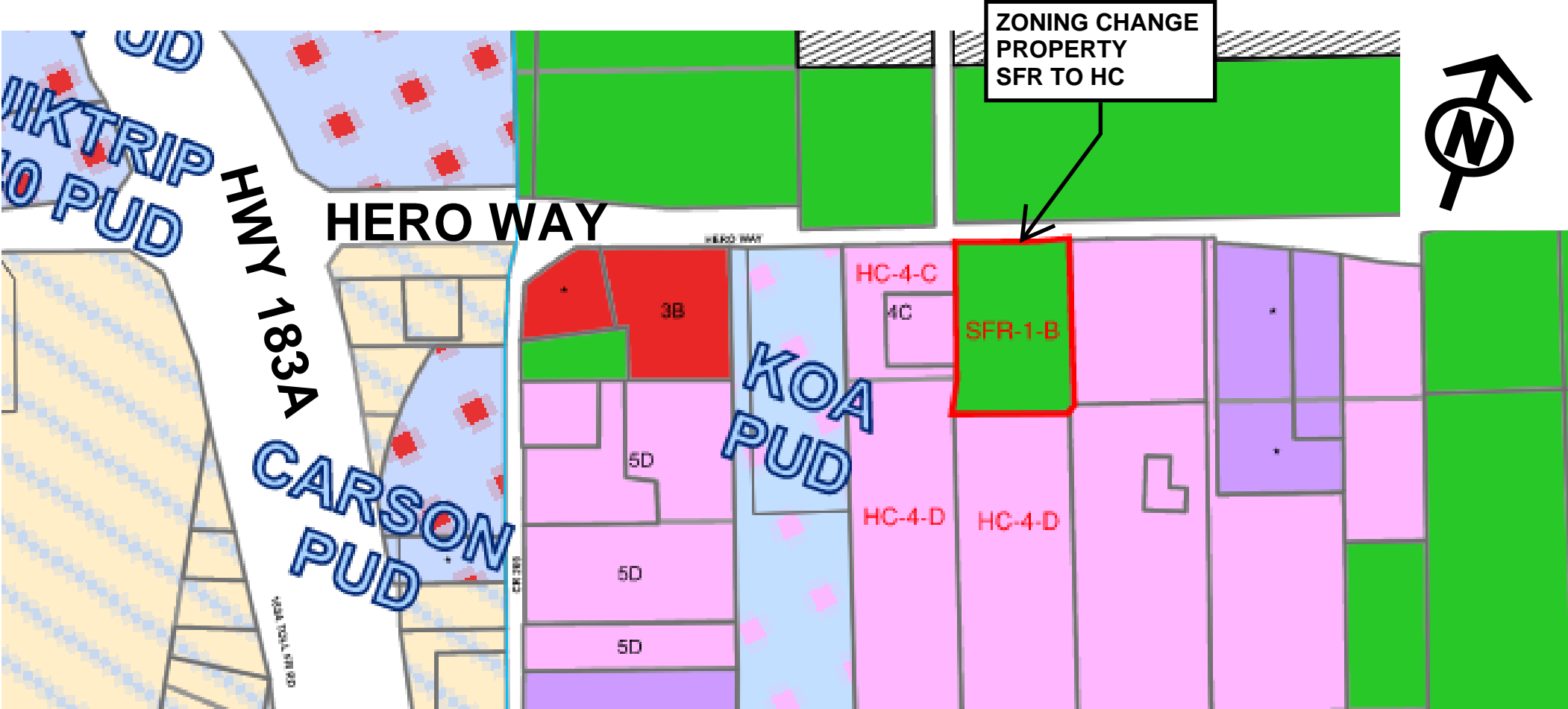
Guillermo Calvillo
Jamison Civil Engineering LLC
TX PE Firm REG. #F-17756

2773 Hero Way, Leander, Texas 78641



LOCATION MAP

1"=2,000'



- Leander City Limits
- Extra-Territorial Jurisdiction
- Future Annexation Per DA

Current Zoning

RESIDENTIAL

- SFR-Single-Family Rural
- SFE-Single-Family Estate
- SFS-Single-Family Suburban
- SFU-Single-Family Urban
- SFU/MH-Single-Family Urban / Manufactured Home
- SFC-Single-Family Compact

- SFL-Single-Family Limited
- CH-Cottage Housing
- SFT-Single-Family Townhouse
- TH-Tiny House
- TF-Two Family
- NR-Neighborhood Residential
- MF-Multi-Family

RETAIL/COMMERCIAL

- LO-Local Office
- LC-Local Commercial
- GC-General Commercial
- HC-Heavy Commercial

INDUSTRIAL

- HI-Heavy Industrial
- PUD LAND USE**
- PUD-Single-Family
 - PUD-Cottage Housing
 - PUD-Townhomes
 - PUD-Multi-Family
 - PUD-Mixed Use
 - PUD-Local Office
 - PUD-Local Commercial
 - PUD-General Commercial
 - PUD-Heavy Commercial

SECTORS

- OS-Open Space
 - CD-Conventional Sector
 - SI-General Sector
 - S2-Station Sector
- TRANSECTS**
- Civic Building
 - T4-General Urban
 - TS-Urban Center
 - T6-Urban Core
 - SD-Special District

2025 - ZONING CALENDAR

APPLICATION SUBMITTAL DEADLINE Tuesday 12:00 p.m.	LETTERS MAILED/SIGNS Wednesday 5:00 p.m.	AGENDA POSTED Wednesday at 5:00 p.m.	PLANNING & ZONING COMMISSION Thursday at 6:00 p.m.	AGENDA POSTED Wednesday at 5:00 p.m.2	CITY COUNCIL Thursday at 7:00 p.m.	CITY COUNCIL Final Reading Thursday at 7:00 p.m.
May 6, 2025	May 28, 2025	June 4, 2025	June 12, 2025	July 9, 2025	July 17, 2025	August 7, 2025
May 20, 2025	June 11, 2025	June 18, 2025	June 26, 2025	July 30, 2025	August 7, 2025	August 21, 2025
June 3, 2025	June 25, 2025	July 2, 2025	July 10, 2025	August 13, 2025	August 21, 2025	September 4, 2025
June 17, 2025	July 9, 2025	July 16, 2025	July 24, 2025	August 27, 2025	September 4, 2025	September 18, 2025
July 8, 2025	July 30, 2025	August 6, 2025	August 14, 2025	September 10, 2025	September 18, 2025	October 2, 2025
July 22, 2025	August 13, 2025	August 20, 2025	August 28, 2025	September 24, 2025	October 2, 2025	October 16, 2025
August 5, 2025	August 27, 2025	September 3, 2025	September 11, 2025	October 8, 2025	October 16, 2025	November 6, 2025
August 19, 2025	September 10, 2025	September 17, 2025	September 25, 2025	October 29, 2025	November 6, 2025	November 20, 2025
September 2, 2025	September 24, 2025	October 1, 2025	October 9, 2025	November 12, 2025	November 20, 2025	December 4, 2025
October 7, 2025	October 29, 2025	November 5, 2025	November 13, 2025	November 26, 2025	December 4, 2025	TBD
October 21, 2025	November 12, 2025	*November 19, 2025*	*November 25, 2025*	*December 22, 2025*	*January 6, 2026*	January 15, 2026

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 SFR-1-B (SINGLE FAMILY RURAL) TO HC-4-C (HEAVY 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; and

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 including 3.973 acres ±; being more particularly described in **Exhibit "A"**; generally located southeast of the intersection of CR 270 and Hero Way; identified by Williamson Central Appraisal District tax identification number R031281; more particularly described in Instrument Number 2025030840; 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 SFR-1-B (Single Family Rural) to HC-4-C (Heavy 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 January, 2026.

FINALLY PASSED AND APPROVED on this the 10th day of February, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor Pro Tem



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, December 11, 2025
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – Joseph Morales
Place 3 – Karen Lewis
Place 4 – Jay Coats**

**Place 5 – James Oliver, Chair
Place 6 – Laura Lantrip, Vice-Chair
Place 7 – Tyler Bray
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 were present except Commissioner Karen Lewis was absent and Commissioner Joseph Morales arrived at 6:06 p.m.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the November 20, 2026 and December 10, 2025 meetings.
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 6-13.

By: Board Member Oliver
Seconded: Board Member Coats

Vote: 5 - 0

6. Approval of the minutes for meeting held on November 13, 2025.
7. Approval of the extension of the application expiration for Subdivision Case PICP-22-0020 Northline Block O Construction Plans; more particularly described by Williamson Central Appraisal District Parcels R517094 and R031604, generally located southwest of the intersection of Main Street and William Parker Street, Leander, Williamson County, Texas.

8. Approval of the extension of the application expiration for Subdivision Case PICP-23-0108 Deceleration Lane for Shanta Ba Plaza development; on one (1) parcel of land 2.93 acres ± in size, more particularly described by Williamson County Appraisal District Parcel R516399; generally located southeast of the intersection of Arrowfeather Pass and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
9. Approval of the extension of the application expiration for Subdivision Case PICP-24-0117 Grand Lake Plaza regarding the waterline extension along E. Crystal Falls Parkway, located to the southwest of the intersection of E. Crystal Falls Parkway and Grand Lake Parkway, commonly known as 2016 Grand Lake Parkway, Leander, Williamson County, Texas.
10. Approval of the extension of the application expiration for Subdivision Case FP-23-0126 Sarita Valley Phase 9 Final Plat; on one (1) parcel of land 2.934 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R516399, generally located southeast of the intersection of Ronald W. Reagan Boulevard and Arrowfeather Pass, Leander, Williamson County, Texas.
11. Approval of the extension of the application expiration for Site Development Case SD-24-0219 AKRA Montessori School; on one (1) parcel of land 1.7 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R659194, commonly known as 1201 W. San Gabriel Parkway, Leander, Williamson County, Texas.
12. Approval of the extension of the application expiration for Site Development Case SD-24-0240 Dexter Market & Retail; on one parcel of land 2.8 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R594078, commonly known as 620 S. Bagdad Road, Leander, Williamson County, Texas.
13. Approval of the extension of the application expiration for Site Development Case SD-25-0367 Wildcat Fuels; on one (1) parcel of land 1.27 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R558580, commonly known as 807 Crystal Falls Parkway, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

14. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0194 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to HC-5-B (Heavy Commercial) on two (2) parcels of land 11.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R315913 and R031291; and generally located on the northside of RM 2243, approximately 1,100 feet east of the intersection with CR 269, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0194 as described above.

Public Hearing opened at 6:03 p.m.; Public Hearing closed at 6:03 p.m.; following discussion.

Commissioner Joseph Morales joined the meeting at 6:06 p.m.

No one spoke in favor or opposition of the request.

Motion to approve the Zoning Case Z-25-0194.

By: Board Member Lantrip

Seconded: Board Member Oliver

Vote: 6 - 0

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0200 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to HC-4-C (Heavy Commercial) on one (1) parcel of land 3.973 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031281; and generally located southeast of the intersection of CR 270 and Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0200 as described above.

Public Hearing opened at 6:07 p.m.; Public Hearing closed at 6:07 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve the Zoning Case Z-25-0200.

By: Board Member Oliver

Seconded: Board Member Lantrip

Vote: 6 - 0

REGULAR AGENDA

16. Discuss and consider action regarding Zoning Case Z-25-0183 to amend the current zoning of GC-3-C (General Commercial) to adopt the 2100 S. Bagdad Road PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on one (1) parcel of land approximately 0.36 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R098183; and located at 2100 S. Bagdad Road, Leander, Williamson County, Texas.

Motion to approve Zoning Case Z-25-0183 with the condition that upon change of use the exception is removed as well as the destruction of the fence within the Public Utility Easement being at the owner's expense.

By: Board Member Mahan

Seconded: Board Member Oliver

Vote: 5 - 1 (Board Member Lantrip)

Motion to amend the previous motion to include the smooth side of the fence being required to be facing the right-of-way.

By: Board Member Mahan

Seconded: Board Member Oliver

Vote: 5 - 1 (Board Member Lantrip)

17. Discuss and consider action regarding Significant Tree Removal requests associated with Subdivision Case PP-25-0071 regarding the removal of seven (7) Significant Trees as part of the Oak Grove Estates Preliminary Plat one (1) parcel of land 20.536 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R392186; and generally located east of CR 175, approximately 250 feet north of Carthage Street, Leander, Williamson County, Texas.

Motion to approve the Significant Tree Removal requests associated with Subdivision Case PP-25-0071.

By: Board Member Lantrip
Seconded: Board Member Oliver

Vote: 6 - 0

18. Adjournment
Meeting adjourned at 6:50 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
2/10/2026

AGENDA SUBJECT:

Approval of a Resolution of the City of Leander, Texas accepting the petition for the Alexander Tract Annexation Case A-25-0025 and the adjacent right-of-way (ROW) of CR 267 Annexation Case A-25-0026 regarding the voluntary annexation of 55.055 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032246; and the portion of the abutting ROW known as CR 267 and being generally located west of Kauffman Loop approximately 300 feet south of Equine Road and CR 267, Leander, Williamson County, Texas.

BACKGROUND:

This resolution commences the voluntary annexation of 55.055 acres ± as described above. The resolution sets the public hearing for March 19, 2026, and the readings of the ordinance for March 19, 2026, and April 2, 2026.

This property is subject to a development agreement between the property owner and the City that requires annexation when the land use develops and is no longer used for agricultural purposes. The developer is proposing a single-family residential development including a mixture of lot sizes ranging from sixty feet to thirty-five feet in width.

Approval of this item does not approve the annexation. Zoning Case Z-25-0196 is associated with this annexation. Upon completion of the annexation, the next step in the development process is to begin the subdivision process. The tract is located within the City of Leander's water and wastewater certificates of convenience and necessity (CCN). Leander municipal water and wastewater will serve the property and utility mains are proximal to the site.

HISTORY/TIMELINE:

APPLICANT/AGENT:

SEC Planning LLC (Elizabeth Espinoza) on behalf of Cheryl Cervenka, Mark Alexander, Bridget Gibson.

RECOMMENDATION:

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

1. Approve the proposed Resolution; or
2. Deny the proposed Resolution.

Staff recommends Option 1 listed above – approve the resolution accepting the petition for the Alexander Tract Annexation Case A-25-0025 and the adjacent right-of-way (ROW) of CR 267 Annexation Case A-25-0026 regarding the voluntary annexation of 55.055 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032246; and the portion of the abutting ROW known as CR 267 and generally located

west of Kauffman Loop approximately 300 feet south of Equine Road and CR 267. Staff made this recommendation based on the review of the request as to form. A more detailed evaluation will be done to determine impacts on city services and infrastructure should this petition request be approved.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-25-0025 & A-25-0026 Att 1 Alexander Tract - Resolution 01.15.2026
2. A-25-0025 & A-25-0026 Att 2 Alexander Tract ROW - Resolution 01.15.2026
3. A-25-0025 & A-25-0026 Att 3 Alexander Tract - Location Map
4. A-25-0025 & A-25-0026 Att 4 Alexander Tract - Aerial Map
5. A-25-0025 & A-25-0026 Att 5 Alexander Tract - Petition 01.15.2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 55.094 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 owners of certain property located within Williamson County, Texas, said property, more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the, “Subject Property”) has submitted a petition to the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of, 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).

Section 3. Public Hearing. A public hearing has been set for the date of **March 19, 2026**. 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 4. 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 _____, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor Pro Tem

Exhibit A

PETITION

[SEE ATTACHED]

Exhibit B

PROPERTY DESCRIPTION

[SEE ATTACHED]

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 COUNTY ROAD 267 OWNED AND MAINTAINED BY WILLIAMSON COUNTY, TEXAS; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander (the, “City”) desires to annex a portion of County Road 267 owned and maintained by Williamson County, Texas, that is contiguous to a parcel of land that is being annexed simultaneously by petition of the landowners; and

WHEREAS, Texas 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

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 County Road 267 and owned and maintained by Williamson County, Texas as depicted in **Exhibit A** attached hereto and incorporated by reference herein for all purposes.

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 _____, 20 ____.

ATTEST:

THE CITY OF LEANDER, TEXAS

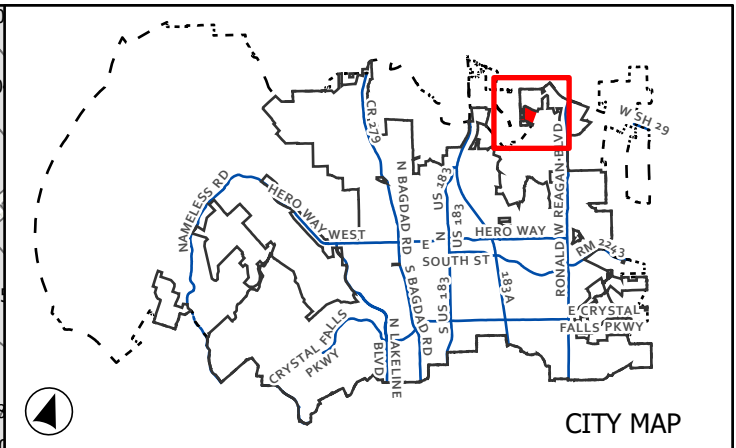
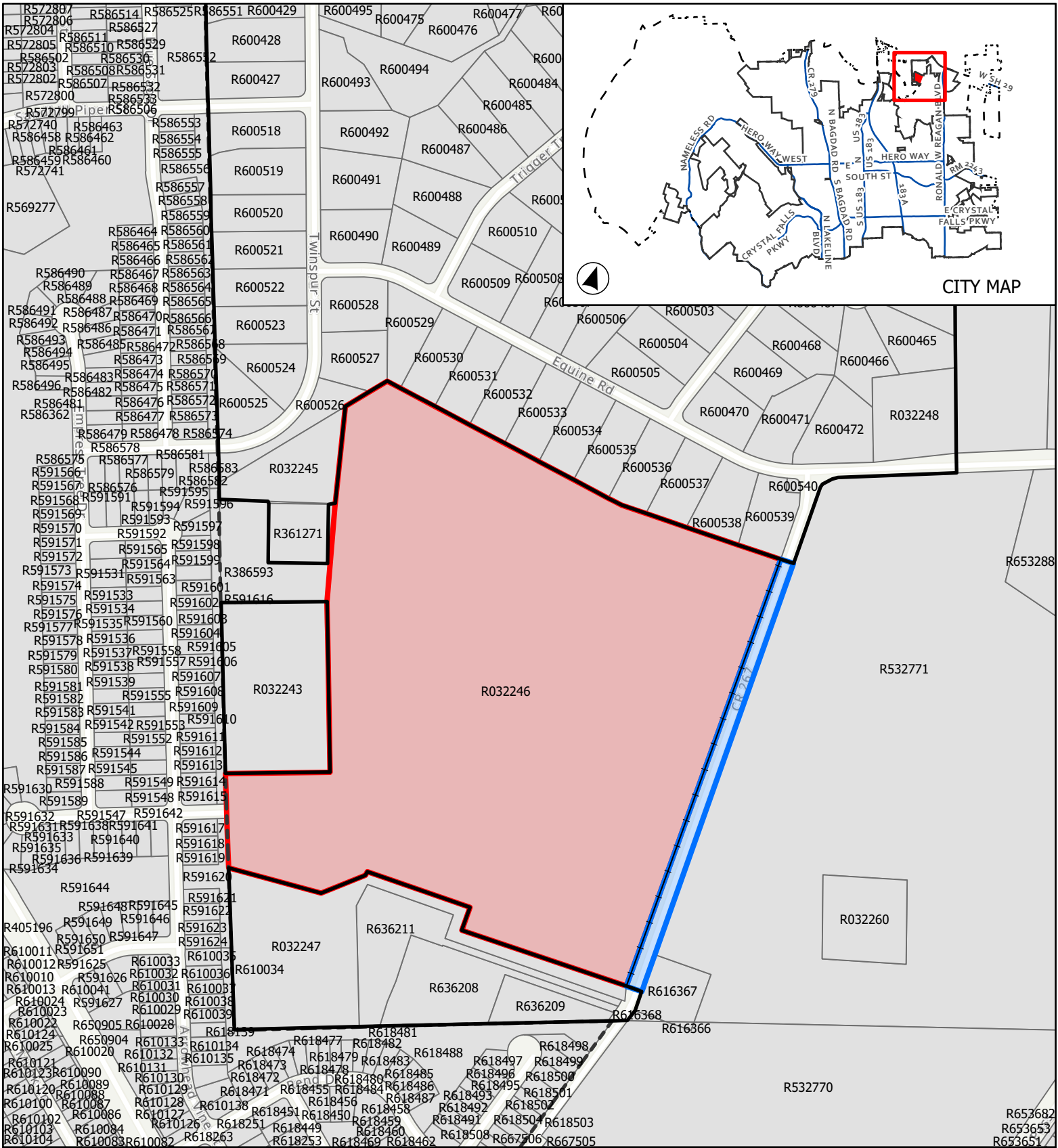
Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor Pro Tem

Exhibit A

Proposed Right-of-Way Annexation

Being all that right of way to the east and contiguous to the Tract labeled, "55.094 acres," on the attached survey and beginning at a capped ½ inch iron rod stamped "CBD SETSTONE" at the northeast corner of a called 55.152 acre tract of land conveyed to Mark Alexander, et al. by general warranty deed with life estate reservation recorded in Document Number 2013017775, Official Public Records, Williamson County, Texas, and affidavit regarding fact of death and expiration of a life estate reserved in a general warranty deed recorded in 2024057632, Official Public Records, Williamson County, Texas, Thence S00°38'50"E with the common line of said 55.152 acre tract of land a distance of 1,607.69 feet to a ½ inch iron rod found with illegible cap at the southeast corner of said 55.152 acre tract, being at the northeast corner of a called 0.82 acre tract conveyed to Victor E. and Cathy Jayne Landig by deed recorded in Document Number 2006029147, Official Public Records, Williamson County, Texas.



CASE: A-25-0025 ATTACHMENT 3 ALEXANDER TRACT AND CR 267 ROW VOLUNTARY ANNEXATION

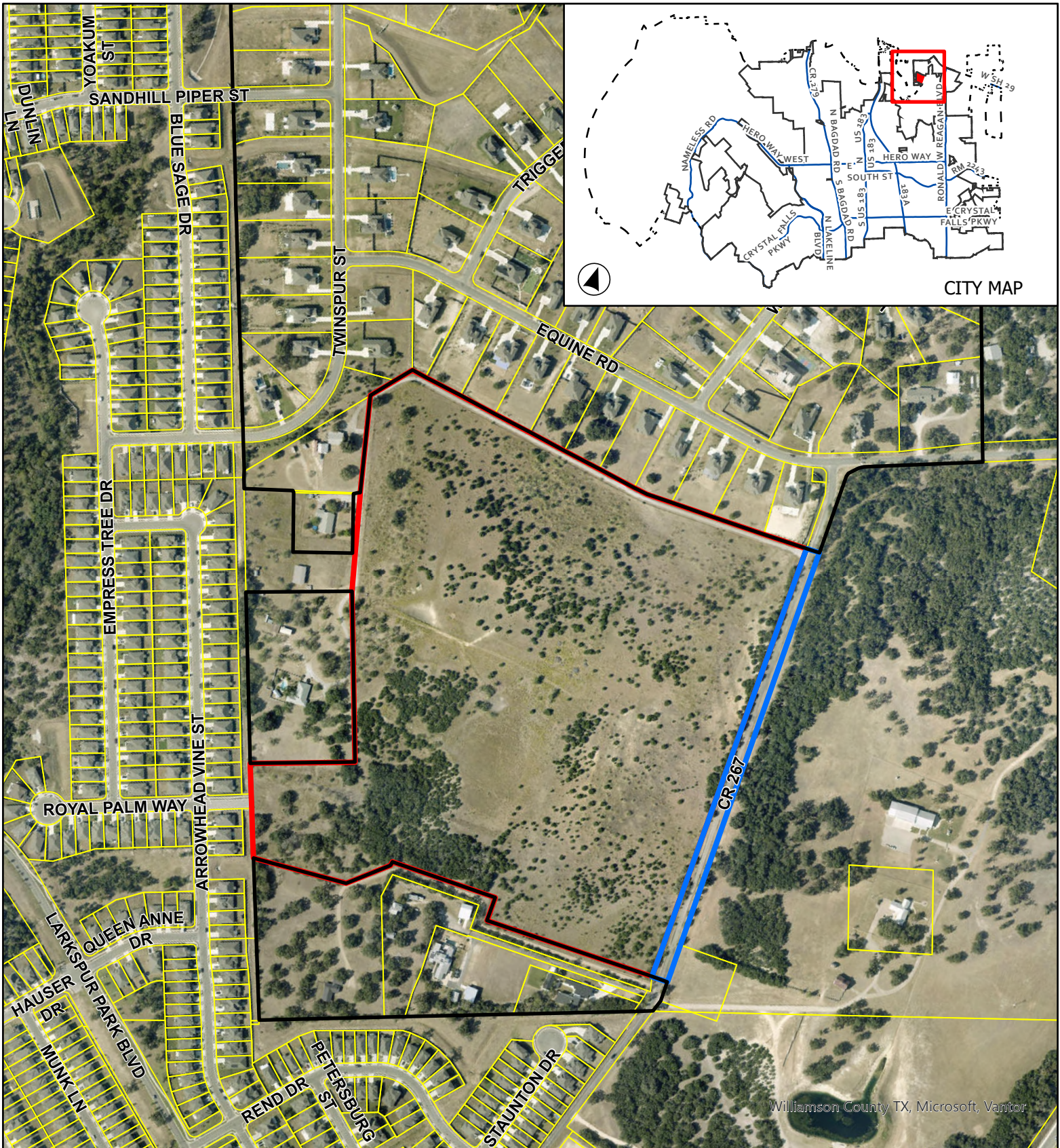
Location Map

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.

0 180 360 Feet

- City Limits
- ETJ
- Railroad
- Case Number
- A-25-0025
- A-25-0026

Page 225 of 281



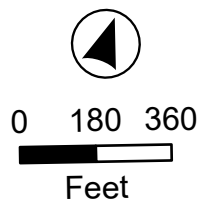
CASE: A-25-0025
A-25-0026

ATTACHMENT 4

ALEXANDER TRACT AND CR
267 ROW VOLUNTARY
ANNEXATION

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
- Williamson County Parcels

Case Number

- A-25-0025
- A-25-0026

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

WHEREAS, the undersigned are owner(s) of property located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (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 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 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.

Petitioners:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

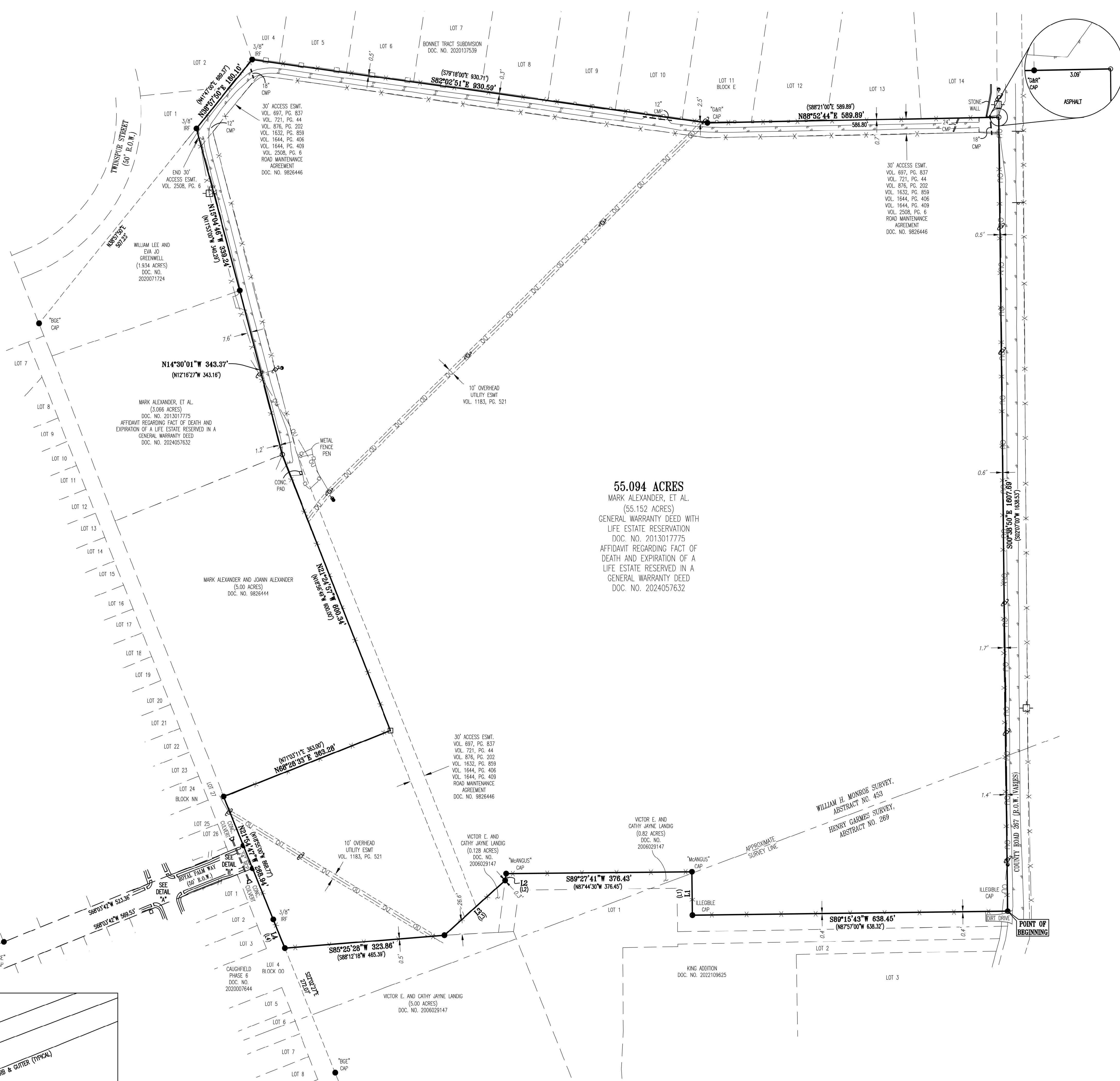
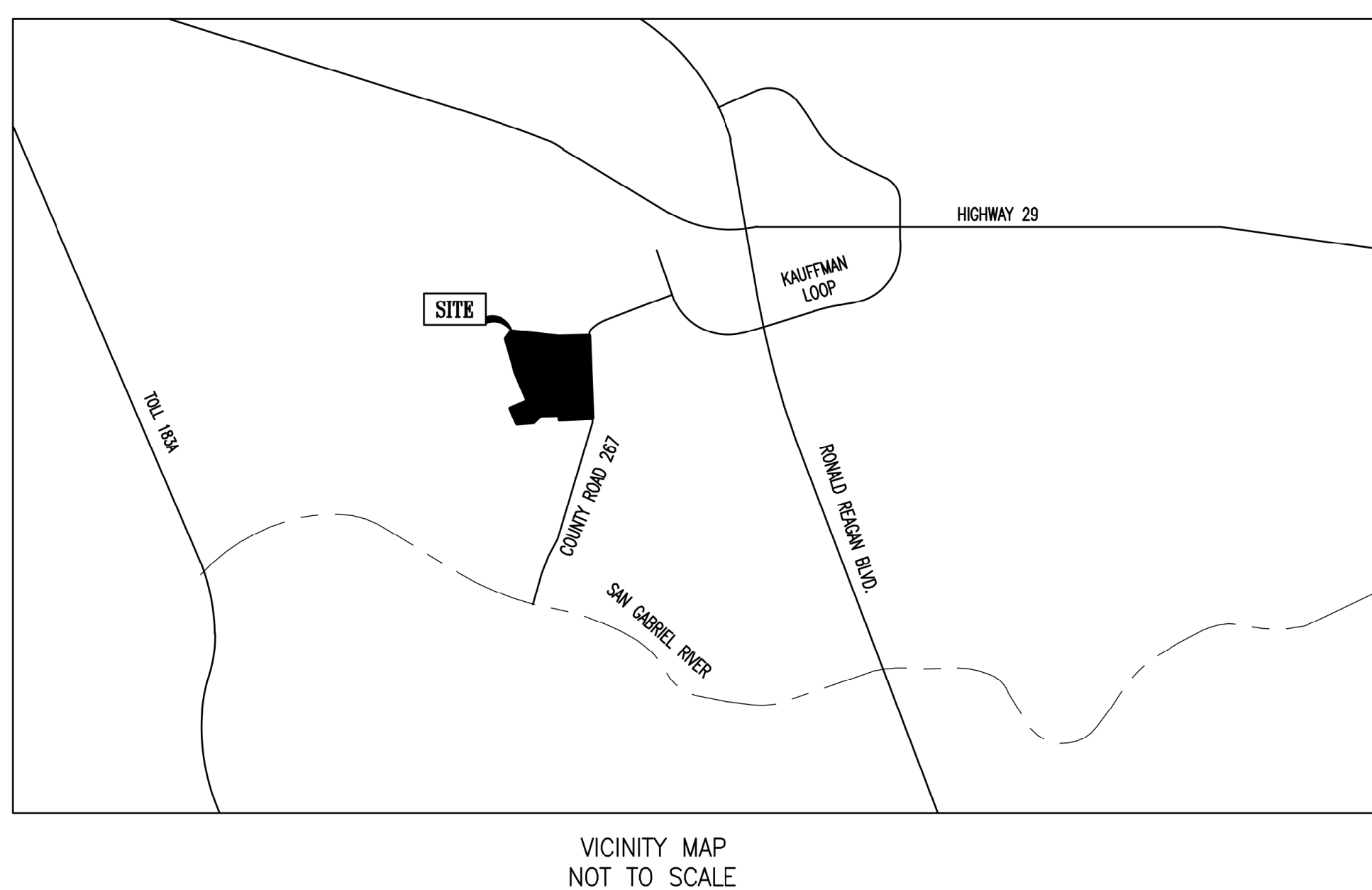
This document was acknowledged before me on the _____ day of _____, 20___ by _____.

(SEAL)

Notary Public - State of Texas

Exhibit A
SERVICE AGREEMENT
(SEE ATTACHED)

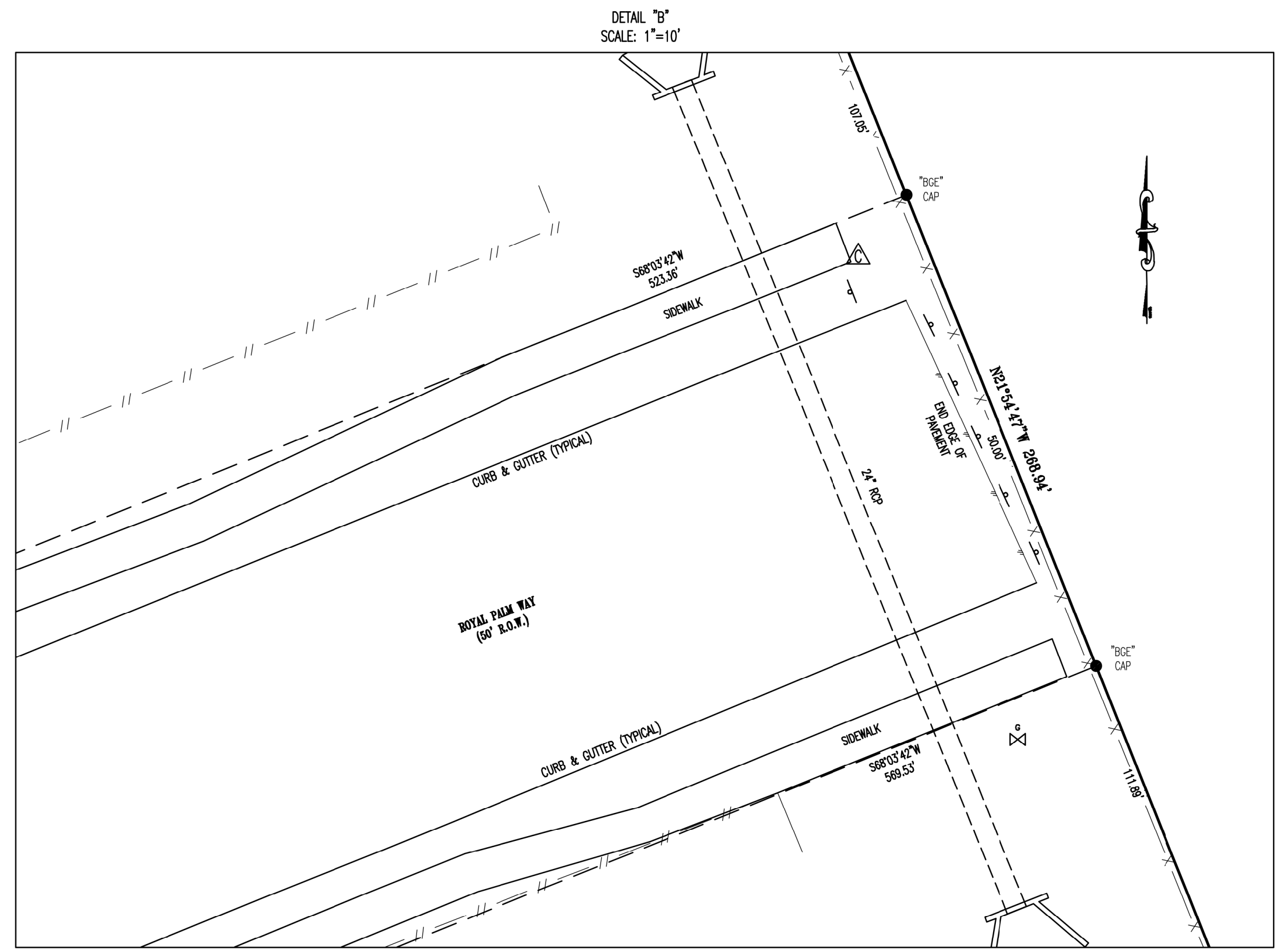
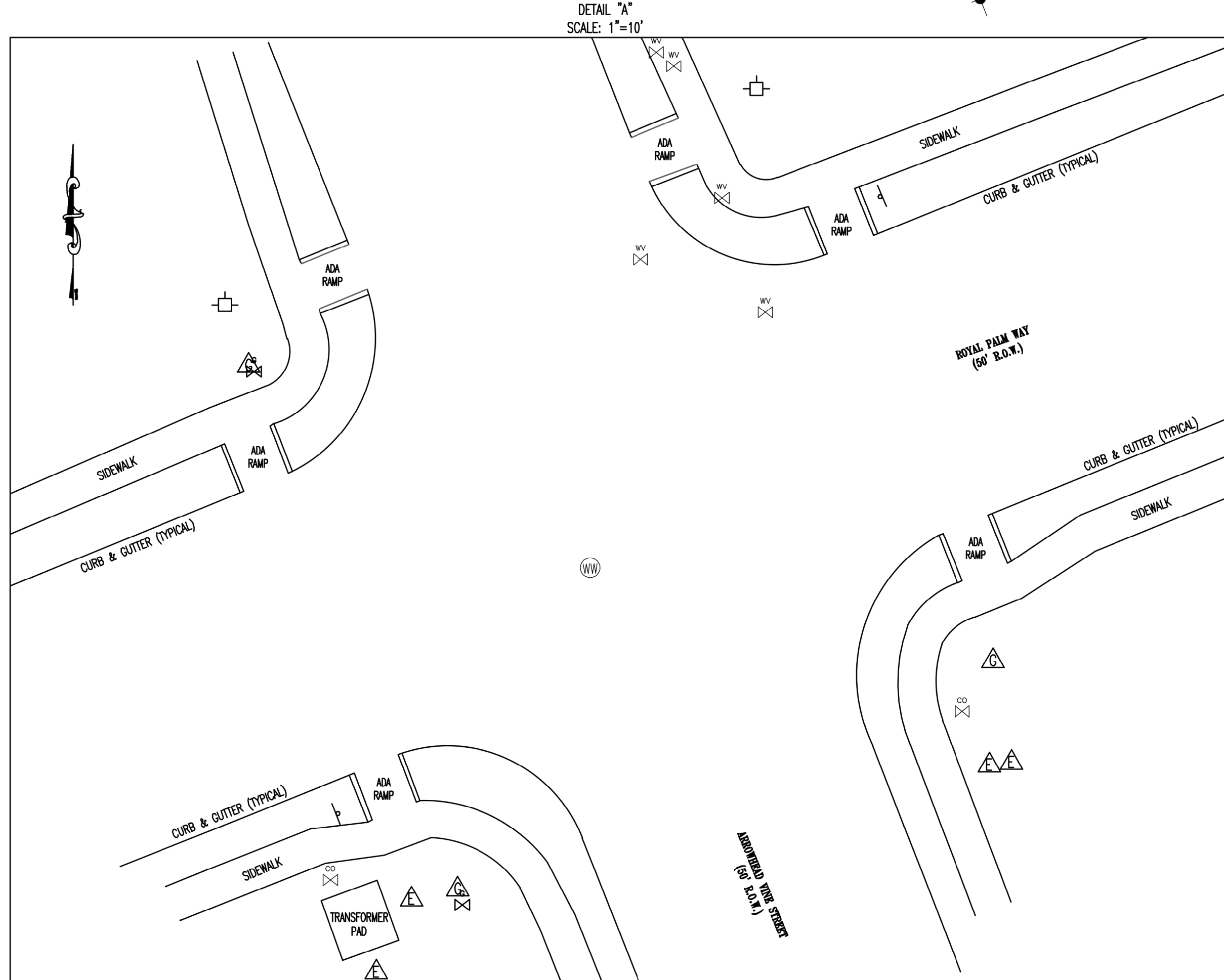
ALTA/NSPS LAND TITLE SURVEY OF 55.094 ACRES IN THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, AND THE HENRY GARMES SURVEY, ABSTRACT NO. 269, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 55.152 ACRE TRACT OF LAND CONVEYED TO MARK ALEXANDER, ET AL., BY DEED RECORDED IN DOCUMENT NUMBER 2024057632, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



- LEGEND**
- PUNCH HOLE FOUND IN CONCRETE
 - 1/2" IRON ROD FOUND (UNLESS NOTED)
 - CAPPED 1/2" IRON ROD SET STAMPED "CSD SECTION"
 - CUI WIRE
 - POWER POLE
 - SIGN
 - WATER VALVE
 - CLEAN OUT
 - WATER METER
 - GAS LINE MARKER
 - GAS VALVE
 - WASTE WATER MANHOLE
 - CABLE PEDESTAL
 - ELECTRIC PEDESTAL
 - OVERHEAD ELECTRIC LINE
 - IRON FENCE
 - WIRE FENCE
 - WOOD FENCE
 - ASPHALT PAVEMENT

Line #	Direction	Length
L1	N02°32'24"W	88.09
L2	S07°34'44"W	14.24
L3	S47°58'28"W	165.83
L4	N22°02'27"W	82.27

Record Line #	Direction	Length
(L1)	N02°32'24"W	88.14
(L2)	S10°07'30"W	117.10
(L3)	S50°47'00"W	165.82
(L4)	N11°18'50"W	82.87



NETS AND BOUNDS

BEING A 55.094 ACRE TRACT OF LAND IN THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, AND THE HENRY GARMES SURVEY, ABSTRACT NUMBER 269, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 55.152 ACRE TRACT OF LAND CONVEYED TO MARK ALEXANDER, ET AL. BY GENERAL WARRANTY DEED WITH LIFE ESTATE RESERVATION RECORDED IN DOCUMENT NUMBER 2013017775, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND AFFIDAVIT REGARDING TRACT OF DEATH AND EXPIRATION OF A LIFE ESTATE RESERVED IN A GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2024057632, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 55.094 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY NETS AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND WITH ILLEGIBLE CAP AT THE SOUTHWEST CORNER OF SAID 55.152 ACRE TRACT, BEING AT THE NORTHEAST CORNER OF A CALLED 0.82 ACRE TRACT CONVEYED TO VICTOR E. AND CATHY JAYNE LANDIG BY DEED RECORDED IN DOCUMENT NUMBER 2006029147, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 267 (R.O.M. VARIES), FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE COMMON LINE OF SAID 55.152 ACRE TRACT AND SAID 0.82 ACRE TRACT OF LAND, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

- 1) S88°15'43"W, A DISTANCE OF 438.45 FEET TO A 1/2 INCH IRON ROD FOUND WITH ILLEGIBLE CAP;
- 2) N00°32'24"W, A DISTANCE OF 88.09 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "MCANGUS";
- 3) S89°27'41"W, A DISTANCE OF 376.43 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "MCANGUS"; AND
- 4) S07°34'44"W, A DISTANCE OF 14.24 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF A CALLED 0.128 ACRE TRACT CONVEYED TO VICTOR E. AND CATHY JAYNE LANDIG BY DEED RECORDED IN DOCUMENT NUMBER 2006029147, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

THENCE, S47°58'28"W, WITH THE COMMON LINE OF SAID 0.128 ACRE TRACT AND SAID 55.152 ACRE TRACT, A DISTANCE OF 165.83 FEET TO A 1/2 INCH IRON ROD FOUND AT THE WEST CORNER OF SAID 0.128 ACRE TRACT, BEING ON THE NORTH LINE OF A CALLED 5.00 ACRE TRACT CONVEYED TO VICTOR E. AND CATHY JAYNE LANDIG BY DEED RECORDED IN DOCUMENT NUMBER 2006029147, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

THENCE, S89°25'28"W, WITH THE COMMON LINE OF SAID 55.152 ACRE TRACT AND SAID 5.00 ACRE TRACT, A DISTANCE OF 339.86 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 55.152 ACRE TRACT, BEING AT THE NORTHWEST CORNER OF SAID 5.00 ACRE TRACT, SAME BEING ON THE EAST LINE OF LOT 4, BLOCK 00, CAUGHFIELD PHASE 6, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2020007844, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE COMMON LINE OF SAID CAUGHFIELD PHASE 6 AND SAID 55.152 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

- 1) N22°02'27"W, A DISTANCE OF 82.27 FEET TO A 3/8 INCH IRON ROD FOUND, AND
- 2) N21°24'57"W, A DISTANCE OF 288.94 FEET TO A 1/2 INCH IRON ROD FOUND ON THE EAST LINE OF LOT 27, BLOCK NN, SAID CAUGHFIELD PHASE 6, BEING AT THE SOUTHWEST CORNER OF A CALLED 5.00 ACRE TRACT CONVEYED TO MARK AND JOHNN ALEXANDER BY DEED RECORDED IN DOCUMENT NUMBER 9828444, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

THENCE, WITH THE COMMON LINE OF THE AFOREMENTIONED 5.00 ACRE TRACT AND SAID 55.152 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

- 1) N68°28'33"E, A DISTANCE OF 363.28 FEET TO A PUNCH HOLE FOUND IN CONCRETE, AND
- 2) N21°24'57"W, A DISTANCE OF 600.34 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CSD SECTION" AT THE NORTHEAST CORNER OF THE AFOREMENTIONED 5.00 ACRE TRACT, BEING AT THE SOUTHWEST CORNER OF A CALLED 3.066 ACRE TRACT OF LAND CONVEYED TO MARK ALEXANDER, ET AL. BY DEED RECORDED IN DOCUMENT NUMBER 2024057632, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

THENCE, N14°30'01"W, WITH THE COMMON LINE OF SAID 3.066 ACRE TRACT AND SAID 55.152 ACRE TRACT, A DISTANCE OF 343.37 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 3.066 ACRE TRACT, BEING AT THE SOUTHWEST CORNER OF A CALLED 1.934 ACRE TRACT CONVEYED TO WILLIAM LEE AND EVA JO GREENWELL BY DEED RECORDED IN DOCUMENT NUMBER 2020071724, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

THENCE, N15°04'46"W, WITH THE COMMON LINE OF SAID 1.934 ACRE TRACT AND SAID 55.152 ACRE TRACT, A DISTANCE OF 339.24 FEET TO A 3/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 1.934 ACRE TRACT, BEING ON THE SOUTHEAST LINE OF LOT 1, BONNET TRACT SUBDIVISION, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2020107539, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE COMMON LINE OF SAID 55.152 ACRE TRACT AND SAID BONNET TRACT SUBDIVISION, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

- 1) N38°57'50"E, A DISTANCE OF 180.10 FEET TO A 3/8 INCH IRON ROD FOUND,
- 2) S87°02'51"E, A DISTANCE OF 830.59 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "C&R"; AND
- 3) N85°54'42"E, PASSING AT A DISTANCE OF 588.89 FEET THE SOUTHWEST CORNER OF LOT 14, BLOCK E, SAID BONNET TRACT SUBDIVISION, AND CONTINUING FOR A TOTAL DISTANCE OF 588.89 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CSD SECTION" AT THE NORTHEAST CORNER OF SAID 55.152 ACRE TRACT, BEING ON THE WEST LINE OF SAID COUNTY ROAD 267, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, S09°38'50"E, WITH THE COMMON LINE OF SAID 55.152 ACRE TRACT AND SAID COUNTY ROAD 267, A DISTANCE OF 1,607.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 55.094 ACRES OF LAND

ACCORDING TO THE TITLE COMMITMENT G.F. NO. TX-006784-MC, EFFECTIVE DATE AUGUST 13, 2025, AND ISSUED DATE AUGUST 25, 2025:

THE FOLLOWING ITEMS **DO AFFECT** SAID PROPERTY:

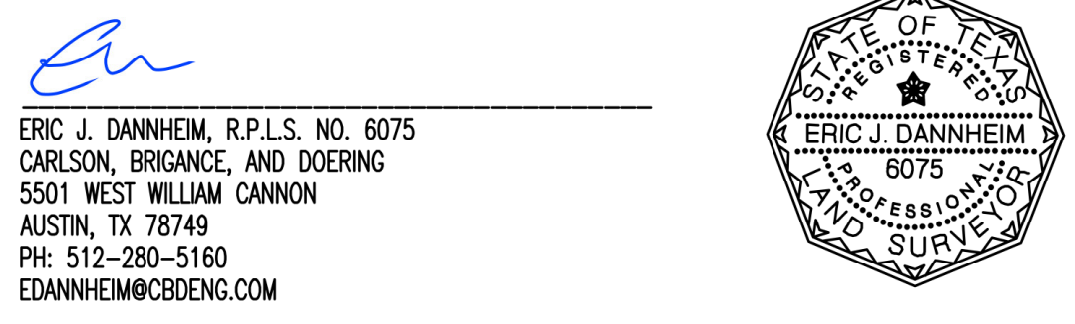
10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

- a. ACCESS EASEMENTS CONTAINED IN DEEDS RECORDED IN VOLUME 697, PAGE 837, VOLUME 721, PAGE 44, AND VOLUME 1632, PAGE 859, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (Shown hereon)
- b. 30-FOOT WIDE ROAD EASEMENT CONTAINED IN DEEDS RECORDED IN VOLUME 876, PAGE 202, VOLUME 1644, PAGE 406 AND VOLUME 1644, PAGE 406, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (Shown hereon)
- c. WATER LINE EASEMENT TO CHISHOLM TRAIL, WSC, RECORDED IN VOLUME 1047, PAGE 72, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY SPECIAL WARRANTY DEED AND ASSIGNMENT OF EASEMENTS RECORDED IN DOCUMENT NO. 2014076202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (Blanket Type 15' centered as indicated)
- d. EASEMENT AND RIGHT-OF-WAY TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST, RECORDED IN VOLUME 1183, PAGE 521, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (Shown hereon. 10' centered as indicated)
- f. ROAD MAINTENANCE AGREEMENT RECORDED IN DOCUMENT NO. 9828444, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (Shown hereon)

THE FOLLOWING ITEMS **DO NOT AFFECT** SAID PROPERTY:

- e. WATER LINE EASEMENT TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 9705316, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (West of subject tract)
- g. TERMS AND CONDITIONS OF ORDINANCE 16-038-00, RECORDED IN DOCUMENT NO. 2011011283, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (Surrounds tract)

SURVEYOR'S CERTIFICATION:
TO: FALTE HOMES OF TEXAS, L.P., AND CHICAGO TITLE INSURANCE COMPANY:
THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THE FIELDWORK WAS COMPLETED ON SEPTEMBER 17, 2025. DATE OF PLAT OR MAP: SEPTEMBER 23, 2025



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

Carlson, Brignace & Doering, Inc.
FIRM ID: CB13791 REG. # 1602490
Civil Engineering Surveying
5501 West Willow Canyon Austin, Texas 78749
Phone No. (512) 280-5168 Fax No. (512) 280-5165

Exhibit B
PROPERTY DESCRIPTION
(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 Mark Alexander, Bridget Gibson, and Cheryl Cervenka (collectively, the “Landowners”). The City and the Landowners may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowners, 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 Landowners 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 Landowners 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 Landowners.

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 Landowners 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 Landowners 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 Landowners will be responsible for the development costs the same as a developer in a similarly situated area

under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject 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

LANDOWNERS:

Signature: _____

Name (print): _____

Date: _____

Signature: _____

Name (print): _____

Date: _____

Signature: _____

Name (print): _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This document was acknowledged before me on the _____ day of _____, 20__ by _____.

(SEAL)

Notary Public - State of Texas

EXHIBIT A

Subject Property

[SEE ATTACHED]



EXECUTIVE SUMMARY
2/10/2026

AGENDA SUBJECT:

Approval of a Resolution of the City of Leander, Texas accepting the petition for the Hero Way West Elevated Storage Tank (EST) Annexation Case A-25-0024 regarding the voluntary annexation of 11.331 acres ± in size, more particularly described by Travis Central Appraisal District as Parcel 353992; and generally located south of Hero Way West and approximately 750 feet west of Honeycomb Mesa, Leander, Williamson and Travis County, Texas.

BACKGROUND:

This resolution commences the voluntary annexation of 11.331 acres ± as described above. The resolution sets the public hearing for March 19, 2026, and the readings of the ordinance for March 19, 2026, and April 2, 2026.

The City of Leander purchased this parcel in December 2025 for siting and construction of the Hero Way West Elevated Storage Tank (EST). City plans include the construction of a 1.25 million gallon EST to provide additional capacity to the northwest quadrant of the City. This project also includes the extension of 18,150 linear feet of water mains that are required to increase and control flows from the Brushy Creek Regional Utility Authority (BCRUA) to the Travisso community as well as the existing and planned residential communities to the north and west of the tower site.

Total cost for the project, from design through construction, is estimated to be approximately \$28 million. This cost is inclusive of the EST and related water line extensions. Construction is planned to commence in Fiscal Year 2028.

Approval of this item does not approve the annexation.

HISTORY/TIMELINE:

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

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

1. Approve the proposed Resolution; or
2. Deny the proposed Resolution.

Staff recommends Option 1 listed above – approve the resolution accepting the petition for the Hero Way West EST Annexation Case A-25-0024 regarding the voluntary annexation of 11.331 acres ± in size, more particularly described by Travis Central Appraisal District as Parcel 353992; and generally located south of Hero Way West

and approximately 750 feet west of Honeycomb Mesa. Staff made this recommendation based on the City's Capital Improvements Project Plan.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-25-0024 Att 1 Hero Way West EST Resolution
2. A-25-0024 Att 2 Hero Way EST - Location Map
3. A-25-0024 Att 3 Hero Way EST - Exhibit A Petition 01.15.2026

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 11.369 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON AND TRAVIS COUNTIES, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander Texas owns a certain parcel of property located in Williamson and Travis Counties, Texas, said property, more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the, "Subject Property"), and desires to annex the Subject Property into the City limits; and

WHEREAS, Texas Local Government code requires that the owners of property wishing to be annexed into a city request to be annexed and pursuant to such requirement the City of Leander has presented to the City a petition to have the Subject Property annexed into the city limits of the City of Leander; 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 Texas 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 signed 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 11.369 acre tract of land out of the Polly Scritchfield Survey , Abstract No. 899, Williamson County, Texas, and Abstract No.692, Travis County, Texas, and being all of a called 11.331 acre tract of land conveyed to Philip J. Hackett and Katerina Hackett, Husband and Wife as joint tenants by deed recorded in Document Number 2010010132 Official Public Records of Williamson County, Texas, and Document Number 2010023808, of the Official Public Records of Travis County, Texas.

A public hearing has been set for the date of **MARCH 19, 2026**. 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** 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 _____, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor Pro Tem

Exhibit A
PETITION
(see attached)

Exhibit B

PROPERTY DESCRIPTION

BEING A 11.369 ACRE TRACT OF LAND OUT OF THE POLLY SCRITCHFIELD SURVEY, ABSTRACT NO. 899, WILLIAMSON COUNTY, TEXAS, AND ABSTRACT NO. 692, TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 11.331 ACRE TRACT OF LAND CONVEYED TO PHILIP J. HACKETT AND KATERINA HACKETT, HUSBAND AND WIFE AS JOINT TENANTS BY DEED RECORDED IN DOCUMENT NO. 2010010132, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DOCUMENT NO. 2010023808, OF OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 11.369 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" iron rod found with yellow cap labeled "RPLS 2218" on the south line of R.M. 2243 at the northwest corner of the remainder of a called 12.26 Acre Tract of land conveyed to John Hage and wife, Evie Hage by deed recorded in Volume 927, Page 928, Deed Records of Williamson County, Texas, same being the northeast corner of said 11.331 Acre Tract, (from which a concrete TXDOT highway monument found on the south line of said R.M. 2243, same being on the north line of said 12.26 Acre Tract bears, Easterly,(C2) along the arc of a non-tangent curve to the left, an arc distance of 166.90 feet, having a radius of 1,949.85 feet, a central angle of 04°54'16" and a chord which bears S80°06'50"E, 166.85 feet) for the northeast corner of this tract;

THENCE S23°35'44"W in part along the west line of the remainder of said 12.26 Acre Tract, and the west line of a 4.00 Acre Tract of land conveyed to John Kenneth Hage, Jr. by deed recorded in Document No. 2020083149 of the official Public records of Williamson County, Texas, same being the east line of said 11.331 Acre Tract, (Pass at a distance of 809.96 feet the common west corner of the remainder of said 12.26 Acre Tract and said 4.00 Acre Tract), in all total distance of 1,157.54 feet to a 1/2" iron rod found at the southeast corner of said 11.331 Acre Tract, same being the southwest corner of said 4.00 Acre Tract, same being at the northwest corner of a called 15.14 Acre Tract of land conveyed to Terry Alan Schultz and wife, Donna G. Schultz by deed recorded in Volume 1949, Page 911 of the official Records of Williamson County, Texas, same being the northeast corner of a called 14.44 Acre Tract of land conveyed to James Carpignano and Stephanie Carpignano by deed recorded in Document No. 2019204124 of the Official Public Records of Travis County, Texas for the southwest corner of this tract;

THENCE N58°07'21"W along the north line of said 14.44 Acre Tract, same being the south line of said 11.331 Acre Tract, a distance of 533.28 feet to a 1/2" iron rod found on the east line of a Lot 12, "Honeycomb Hills" according to the plat thereof recorded in Cabinet 70, Page 100 of the Plat Records of Travis County, Texas, the northwest corner of said 14.44 Acre Tract, same being the southwest corner of said 11.331 Acre Tract for the southwest corner of this tract;

THENCE N31°52'24"E in part along the east line of said Lot 12 and along the east line of Lot 7 of said "Honeycomb" subdivision (Pass at a distance of 439.78 feet a 1/2" iron rod found at the common easterly corners of said Lot 12 and said Lot 7) in all a total distance of 1039.78 feet to a 1/2" iron rod found with blue cap labeled "B&G Surveying" on the south line of said RM. 2243 at the northeast corner of said Lot 7, same being at the northwest corner of said 11.331 Acre Tract, for the northwest corner of this tract, from which, a 3/8" iron rod found on the south line of said RM. 2243, same being the north line of said Lot 7 bears, N69°57'59"W a distance of 220.13 feet;

THENCE along the south line of said R.M. 2243, same being the north line of said

11.369 Acre Tract the following two courses:

1. S73°23'10"E a distance of 225.69 feet to a concrete TXDOT highway monument found at a point of curvature to the left;
2. Easterly, (C1) along the arc of a non-tangent curve to the left, an arc distance of 155.95 feet, having a radius of 1,949.85 feet, a central angle of 04°34'57" and a chord which bears S75°23'14"E, 155.91 feet to the **POINT OF BEGINNING**.

Containing 11.369 acres, more or less

Exhibit C

SERVICE AGREEMENT

[SEE ATTACHED]

STATE OF TEXAS

§
§
§

COUNTIES OF WILLIAMSON and TRAVIS

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

WHEREAS, the undersigned is the owner of a parcel of property located within Williamson and Travis Counties, Texas, such properties being more particularly described hereinafter by true and correct legal descriptions (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 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 commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the Subject Property described in **Exhibit B** attached hereto and incorporated by reference 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.

Exhibit A
SERVICE AGREEMENT
(SEE ATTACHED)

City of Leander
11.369 Acres
Job No. 590-22-04

METES AND BOUNDS DESCRIPTION

BEING A 11.369 ACRE TRACT OF LAND OUT OF THE POLLY SCRITCHFIELD SURVEY, ABSTRACT NO. 899, WILLIAMSON COUNTY, TEXAS, AND ABSTRACT NO. 692, TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 11.331 ACRE TRACT OF LAND CONVEYED TO PHILIP J. HACKETT AND KATERINA HACKETT, HUSBAND AND WIFE AS JOINT TENANTS BY DEED RECORDED IN DOCUMENT NO. 2010010132, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DOCUMENT NO. 2010023808, OF OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 11.369 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" iron rod found with yellow cap labeled "RPLS 2218" on the south line of R.M. 2243 at the northwest corner of the remainder of a called 12.26 Acre Tract of land conveyed to John Hage and wife, Evie Hage by deed recorded in Volume 927, Page 928, Deed Records of Williamson County, Texas, same being the northeast corner of said 11.331 Acre Tract, (from which a concrete TXDOT highway monument found on the south line of said R.M. 2243, same being on the north line of said 12.26 Acre Tract bears, Easterly, (C2) along the arc of a non-tangent curve to the left, an arc distance of 166.90 feet, having a radius of 1,949.85 feet, a central angle of 04°54'16" and a chord which bears S80°06'50"E, 166.85 feet) for the northeast corner of this tract;

THENCE S23°35'44"W in part along the west line of the remainder of said 12.26 Acre Tract, and the west line of a 4.00 Acre Tract of land conveyed to John Kenneth Hage, Jr. by deed recorded in Document No. 2020083149 of the official Public records of Williamson County, Texas, same being the east line of said 11.331 Acre Tract, (Pass at a distance of 809.96 feet the common west corner of the remainder of said 12.26 Acre Tract and said 4.00 Acre Tract), in all total distance of 1,157.54 feet to a 1/2" iron rod found at the southeast corner of said 11.331 Acre Tract, same being the southwest corner of said 4.00 Acre Tract, same being at the northwest corner of a called 15.14 Acre Tract of land conveyed to Terry Alan Schultz and wife, Donna G. Schultz by deed recorded in Volume 1949, Page 911 of the official Records of Williamson County, Texas, same being the northeast corner of a called 14.44 Acre Tract of land conveyed to James Carpignano and Stephanie Carpignano by deed recorded in Document No. 2019204124 of the Official Public Records of Travis County, Texas for the southwest corner of this tract;

THENCE N58°07'21"W along the north line of said 14.44 Acre Tract, same being the south line of said 11.331 Acre Tract, a distance of 533.28 feet to a 1/2" iron rod found on the east line of a Lot 12, "Honeycomb Hills" according to the plat thereof recorded in Cabinet 70, Page 100 of the Plat Records of Travis County, Texas, the northwest corner of said 14.44 Acre Tract, same being the southwest corner of said 11.331 Acre Tract for the southwest corner of this tract;

THENCE N31°52'24"E in part along the east line of said Lot 12 and along the east line of Lot 7 of said "Honeycomb" subdivision (Pass at a distance of 439.78 feet a 1/2" iron rod found at the common easterly corners of said Lot 12 and said Lot 7) in all a total distance of 1039.78 feet to a 1/2" iron rod found with blue cap labeled "B&G Surveying" on the south line of said R.M. 2243 at the northeast corner of said Lot 7, same being at the northwest corner of said 11.331 Acre Tract, for the northwest corner of this tract, from which, a 3/8" iron rod found on the south line of said R.M. 2243, same being the north line of said Lot 7 bears, N69°57'59"W a distance of 220.13 feet;

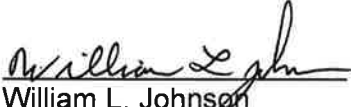
THENCE along the south line of said R.M. 2243, same being the north line of said 11.369 Acre Tract the following two courses:

1. S73°23'10"E a distance of 225.69 feet to a concrete TXDOT highway monument found at a point of curvature to the left;
2. Easterly, (C1) along the arc of a non-tangent curve to the left, an arc distance of 155.95 feet, having a radius of 1,949.85 feet, a central angle of 04°34'57" and a chord which bears S75°23'14"E, 155.91 feet to the POINT OF BEGINNING.

Containing 11.369 acres, more or less.

Bearings are referenced to the Texas State Plane Coordinate System of 1983, Central Zone (4203). All distances shown hereon are grid distances.
All iron rods found are 1/2" unless otherwise noted.

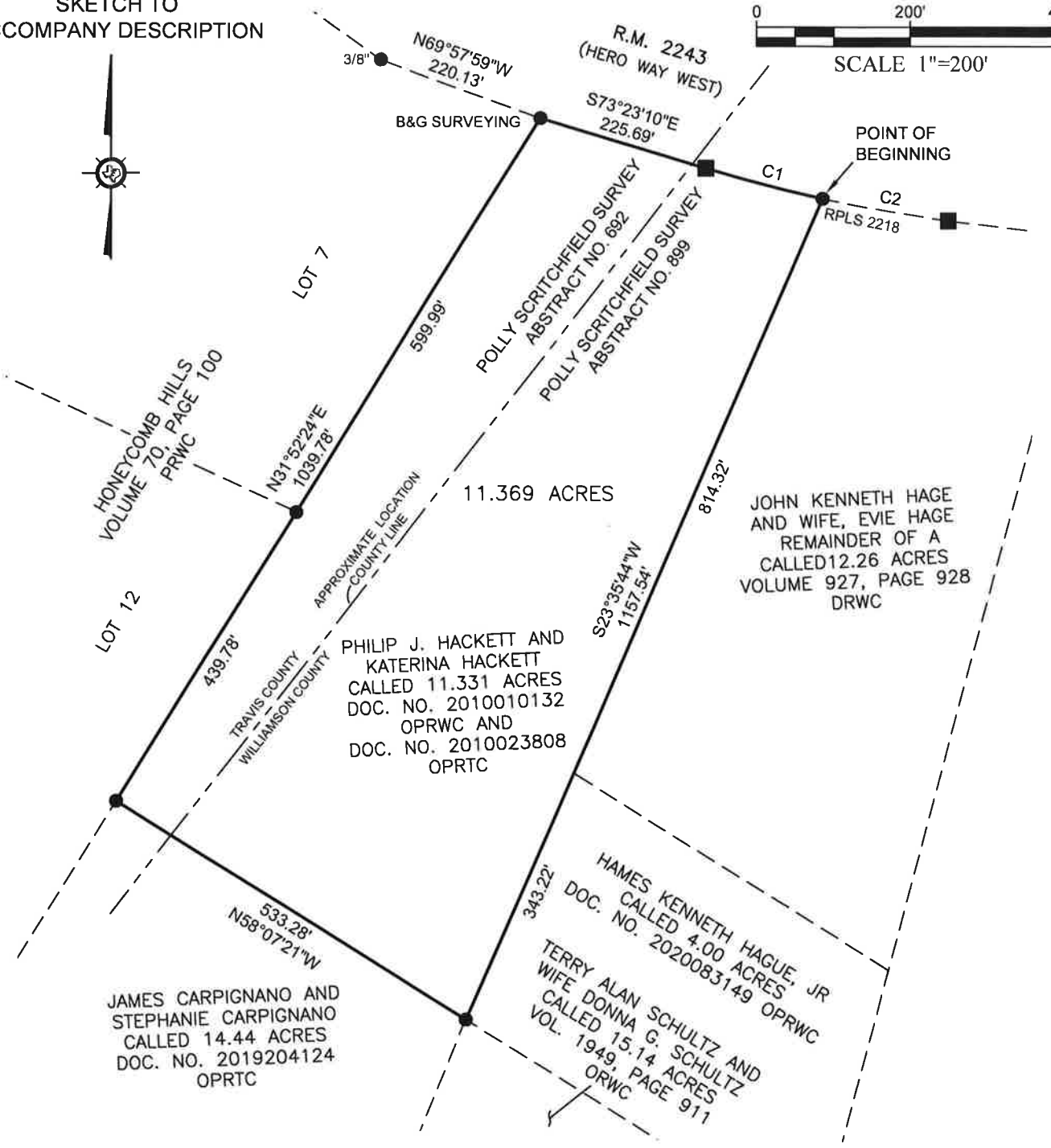
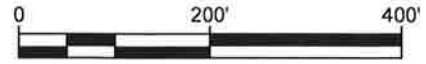
I William L. Johnson, a Registered Professional land surveyor, do hereby confirm that the property shown hereon was prepared from an on the ground survey under my direct supervision.


William L. Johnson
Registered Professional Land Surveyor No. 5425
State of Texas

21 NOVEMBER 2022
Date



SKETCH TO ACCOMPANY DESCRIPTION



PHILIP J. HACKETT AND
KATERINA HACKETT
CALLED 11.331 ACRES
DOC. NO. 2010010132
OPRWC AND
DOC. NO. 2010023808
OPRTC

JAMES CARPIGNANO AND
STEPHANIE CARPIGNANO
CALLED 14.44 ACRES
DOC. NO. 2019204124
OPRTC

JOHN KENNETH HAGE
AND WIFE, EVIE HAGE
REMAINDER OF A
CALLED 12.26 ACRES
VOLUME 927, PAGE 928
DRWC

HAMES KENNETH HAGUE, JR
DOC. CALLED 4.00 ACRES
VOL. NO. 2020083149 OPRWC

TERRY ALAN SCHULTZ AND
WIFE DONNA G. SCHULTZ
CALLED 15.14 ACRES
VOL. 1949, PAGE 911
ORWC

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	155.95'	1949.85'	004°34'57"	S75°23'14"E	155.91'
C2	166.90'	1949.85'	004°54'16"	S80°06'50"E	166.85'

LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE STATED)
- CONCRETE HIGHWAY MONUMENT
- OPRWC OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS
- OPRTC OFFICIAL PUBLIC RECORDS
TRAVIS COUNTY, TEXAS
- PRTC PLAT RECORDS TRAVIS COUNTY, TEXAS
- ORWC OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS



Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph. 512-837-2446 Fax 512-837-9463

BEARINGS ARE BASED ON THE TEXAS STATE PLANE
COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

X:\1590 City of Leander\1590-22-04 Hackett Tract\Survey Project Folder\Drawings\1590-22-04 HACKETT TRACT.dwg Nov 21, 22 10:08 am

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

This Agreement, required by Local Government Code 43.0672 without an exception for unity of landowner and the provider of services, stipulates the services to be provided to property to be annexed into the City of Leander and is by between the City of Leander as the owner requesting the annexation (the, “Landowner”) and the City of Leander as the provider of services (the, “City”).

RECITALS

WHEREAS, upon the request of the Landowners, 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:

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 as 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.

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

1. As provided in C(i)(1)&(2) above;
 2. 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;
 3. 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
 4. Installation and maintenance of street lighting in accordance with established policies of the City;
- iii. If the outer boundaries of the Subject Property abut existing roadways, the Landowners 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 Landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject 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. This agreement expires ten (10) years from the date of execution below.
 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: _____

Subject Property

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Containing 11.369 acres, more or less.



EXECUTIVE SUMMARY
2/10/2026

AGENDA SUBJECT:

Discuss and consider action on an addendum to a cooperation agreement under Texas Local Government Code, Section 392.059(b) to the Housing Authority of Travis County (HATC) to acquire, finance, renovate, operate, and manage an affordable housing development zoned as part of the Preserve at Mason Creek to address the parkland dedication requirements, more particularly described as 7.675 acres ± in size out of Williamson Central Appraisal District Parcel R655944; and generally located south of Horseshoe Drive, approximately 480 feet west of S. West Drive, Leander, Williamson County, Texas.

BACKGROUND:

The City Council entered into an agreement with the Housing Authority of Travis County (HATC) and Cascade Homes, LLC to partner on the development and operation of an affordable housing project on this site known as the Preserve at Mason Creek. The HATC is a funding partner for the development. This funding may be used in this situation because the City of Leander is located in both Williamson and Travis Counties. This partnership does not change the jurisdiction or the development regulations for the development. The City, HATC, and Cascade Homes entered into a PILOT (payment in lieu of taxes) agreement to be paid to the City for municipal services each year that the property is tax exempt after the 10th year.

The property is currently zoned to allow for condo regime single-family development. There are two site development permit applications for the Preserve at Mason Creek propose a total of 64 residential units and private drives on a single lot, to be built in two phases. Both projects have expired and have submitted an application for reinstatement. Below, please find the timeline.

PHASE 1 SD-22-0021

08/23/2022 Filing Date
09/15/2022 1st Review Comments
03/15/2022 Application Expiration
09/15/2023 Administrative Extension Expiration
04/23/2024 Reinstatement Application
05/09/2024 1st Reinstatement Review Comments
02/09/2025 Reinstatement Application Expiration
Requires Reinstatement Application

PHASE 2 SD-23-0070

01/31/2023 Filing Date
03/03/2023 1st Review Comments
12/03/2023 Application Expiration
06/03/2024 Administrative Extension Expiration
02/20/2025 Reinstatement Application
04/03/2025 1st Reinstatement Review Comments

01/03/2026 Reinstatement Application Expiration

Eligible for an Administrative Extension

Since the original submittal, parkland dedication requirements have been updated to increase parkland and recreation improvement obligations. Once a site development permit expires and is no longer eligible for an extension, the ordinance requires compliance with the most current Parkland Ordinances. In this situation, both site development permits would need to be updated to increase the parkland dedication and recreation improvement requirements. The purpose of this addendum is to allow for the City Council to consider allowing the development to continue within the previous requirements in order to continue to support affordable housing at this location.

FEE CALCULATIONS

Preserve at Mason Creek Ph 1 & Ph 2 – OLD ORDINANCE

- 3.5 acres per 100 units
- \$400 per unit for Recreation Improvement Fee Deposits
- \$1,050 per unit for fee in lieu of Parkland

Preserve at Mason Creek Ph 1 & Ph 2 – NEW ORDINANCE

- 7.5 acres per 100 units
- \$1,400 per unit for Recreation Improvement Fee Deposits
- \$2,355.13 per unit for fee in lieu of Parkland

PREVIOUS FEE CALCULATIONS

	Units	Recreation Improvements	Parkland Dedication	Parkland Fee in Lieu
Phase 1	43	\$17,200.00	1.505	\$45,150.00
Phase 2	21	\$8,400.00	0.735	\$22,050.00
TOTAL	64	\$25,600.00	2.24	\$67,200.00

CURRENT FEE CALCULATIONS

	Units	Recreation Improvement	Parkland Dedication	Parkland Fee in Lieu
Phase 1	43	\$60,200.00	3.225	\$101,270.59
Phase 2	21	\$29,400.00	1.575	\$49,457.73
TOTAL	64	\$89,600.00	4.8	\$150,728.32

DIFFERENCE

	Units	Recreation Improvement	Parkland Dedication	Parkland Fee in Lieu
Phase 1	43	\$43,000.00	1.72	\$56,120.59
Phase 2	21	\$21,000.00	0.84	\$27,407.73
TOTAL	64	\$64,000.00	2.56	\$83,528.32

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HISTORY/TIMELINE:

02/16/2017 – PUD Approved
 12/15/2022 – PUD Addition Approved
 11/17/2023 – Replat Recorded
 08/07/2025 – Attainable Housing Workshop
 09/10/2025 – Approval of the PILOT

APPLICANT/AGENT:

Cascade Homes, LLC

RECOMMENDATION:

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

1. Approve the addendum; or
2. Deny the addendum;

Staff recommends Option 1 listed above – Approve the addendum to the cooperative agreement under Texas Local Government Code, Section 392.059(b) to the Housing Authority of Travis County (HATC) to acquire, finance, renovate, operate, and manage an affordable housing development zoned as part of the Preserve at

Mason Creek to address the parkland dedication requirements, more particularly described as 7.675 acres ± in size. Given the nature of this affordable housing project, staff recommends allowing the project to continue under the previous ordinance. Approval of this addendum will enable the project to move forward without redesigning the development to incorporate additional parkland.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 1 Cooperation & Payment in Lieu of Taxes Agreement - 09.10.2025
2. Att 2 Preserve at Mason Creek Addendum
3. Att 3 Preserve at Mason Creek - Aerial Map

COOPERATION AND PAYMENT IN LIEU OF TAXES AGREEMENT
BETWEEN
THE CITY OF LEANDER, TEXAS
AND THE
HOUSING AUTHORITY OF TRAVIS COUNTY

This Cooperation and Payment in Lieu of Taxes Agreement (this “Agreement”) is entered into as of September 4, 2025 (the “Effective Date”), by and between the City of Leander, Texas (the “City”), the Housing Authority of Travis County (“HATC”) and Cascade Homes LLC, or an affiliate (“Cascade”).

WHEREAS, HATC, acting through its affiliate Travis County Facilities Corporation, desires to undertake an affordable housing project known as the Preserve at Mason Creek located approximately south of Horseshoe Drive and east of Circle Diamond Lane in the City of Leander, Williamson County, Texas (the “Project”), on the property described in Exhibit A (the “Property”) which shall be developed by Cascade;

WHEREAS, on September 4, 2025, the City Council of the City declared that there is a need for HATC to exercise its powers within the territorial boundaries of the City because there exists in the City a shortage of safe and sanitary housing available to lower income persons at rents they can afford and the City does not wish to participate in the Project; and

WHEREAS, in order for HATC to exercise its powers within the territorial boundaries of a municipality, Texas Local Government Code (the “Code”) Section 392.017(a) requires that the City Council of the City adopt a resolution declaring a need for HATC to exercise its powers in the City and authorizing a cooperation agreement with HATC under Section 392.059 of the Code.

NOW, THEREFORE, the City, HATC and Cascade (each, a “Party” and collectively, the “Parties”) hereto agree as follows:

Section 1. Recitals. All of the recitals and preambles stated above are true and correct and are incorporated herein and made a part of this Agreement.

Section 2. Cooperation Agreement. The City and HATC agree that HATC is authorized to exercise its powers under Chapter 392 of the Code, to complete and operate the Project as provided in this Agreement.

Section 3. Authorized Activities. HATC is authorized to acquire land, develop site improvements, and construct buildings for the Project within the City together with Cascade and to operate and manage such Project for the benefit of residents of the City under the terms and conditions of this Agreement.

Section 4. Payment Obligations. Notwithstanding its entitlement to a full exemption from ad valorem property taxes under Section 303.042 of the Code, Cascade shall pay to the City a “Payment In Lieu of Taxes” or “PILOT Payment” commencing on the eleventh anniversary of the date on which a final certificate of occupancy has been issued for the Project and continuing as for so long as (i) HATC holds an ownership interest in the Project or the land on which the Project is

located and (ii) the Property is exempt from ad valorem taxes. Said PILOT Payment shall be the portion of ad valorem taxes that would be assessed against the Project (including the real property and business personal property) and payable only for the City's portion of ad valorem taxes in each calendar year and payable to the City as if no exemption were in place. Cascade shall pay the PILOT Payment annually within thirty (30) days of the later of (i) receiving an invoice from HATC for the same and (ii) the completion of any protest of the assessed value of the Project. HATC shall deliver an invoice to Cascade and a copy to the City within thirty (30) days after the assessed value of the Project is delivered to HATC by the Williamson Central Appraisal District. Prorations shall be applied as applicable. In the event the ad valorem tax exemption ceases to exist and full annual ad valorem taxes are payable with respect to the Project, the obligation to pay the PILOT Payment shall cease and be of no further force and effect. HATC agrees to notify both the City Manager and Chief Appraiser of the Williamson Central Appraisal District within thirty (30) days of HATC's departure from the Project's ownership structure.

Section 5. Interest. Interest shall accrue on any PILOT Payment that is paid after the date it is required to be paid under this Agreement at the rate provided for in the Texas Tax Code as though the PILOT Payment is an ad valorem tax payment.

Section 6. Authorization. The Mayor and the City Manager of the City, the President and CEO of HATC and any authorized representative of Cascade are authorized to take any reasonable and necessary action to effectuate and implement the direction and intention of this Agreement.

Section 7. Annual Reports. HATC shall submit within one hundred twenty (120) days after the end of its fiscal year a report to the City Manager of the City describing the housing and services operation undertaken for the benefit of low-income families of the City, including the residents of the Project, and describing other community outreach activities of the HATC in the City, if any. Cascade will provide a copy of the ground lease and development agreement with HATC or its affiliates for the Project to the City within thirty (30) days of the execution thereof.

Section 8. Attorneys' Fees and Legal Expenses. Should any Party hereto institute any action or proceeding in court to enforce any provision hereof by reason of any alleged breach of any provision of this Agreement or for any judicial remedy, the prevailing Party shall be entitled to receive from the losing Party all actual and reasonable attorneys' fees and all court costs in connection with said proceeding. Cascade shall further reimburse the City for attorneys' fees incurred by the City in the preparation and review of documents and agreements related to the Project, up to a maximum of ten thousand dollars (\$10,000.00) within thirty (30) days of receiving an invoice from the City.

Section 9. Applicable Law and Jurisdiction. This Agreement will be governed by the laws of the state of Texas and any disputes arising from it must be handled exclusively in the federal and state courts located in Williamson County, Texas, or federal courts with jurisdiction over Williamson County, Texas.

Section 10. Amendment. This Agreement may be amended only by written agreement signed by all Parties hereto.

Section 11. Agreement Binds and Benefits Successors. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Project, is binding on the City, HATC and Cascade.

Section 12. Preservation of Authority. No applicable provision or intention in this Agreement limits authority or power of the City to exercise its powers under any law. No applicable provision or intention in this Agreement limits authority or power of HATC to exercise its powers under any law. No provision or intention in this Agreement limits the authority or power of HATC to exercise its powers under Chapter 392 of the Code to acquire, finance, plan, undertake, construct, rehabilitate or operate the Project under this Agreement or in the area of operation of HATC, as hereby expanded.

Section 13. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with a service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement. Notice will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

- If to Cascade, to: Cascade Homes, LLC
7000 N. MoPac Expressway, Suite 200
Austin, Texas 78731
- If to City, to: City of Leander
Attn: City Manager
105 N. Brushy St.
Leander, TX 78641
- If to HATC, to: Housing Authority of Travis County
502 E Highland Mall Blvd
Austin, TX 78752

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) calendar days’ written notice to the other party.

Section 14. Severability. In case 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 hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 15. Effective Date. This Agreement shall be effective as of the date first written above.

Section 16. Counterparts. This Agreement may be executed in numerous counterparts, all of which shall be considered one and the same agreement. For purposes of this Agreement, facsimile or electronic signatures shall be considered original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement and of the date and year first above written.

CITY:

CITY OF LEANDER, TEXAS

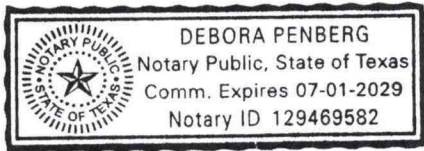
By: Na'Cole Thompson
Name: Na'Cole Thompson
Title: Mayor Pro Tem

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 4th day of September, 2025, by Na'Cole Thompson, Mayor Pro Tem of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Debera Penberg

(SEAL)



Notary Public, State of Texas

HATC:

THE HOUSING AUTHORITY OF
TRAVIS COUNTY

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2025, by _____, _____ of The Housing Authority of Travis County, a Texas county housing authority, on behalf of said authority.

(SEAL)

Notary Public, State of Texas

IN WITNESS WHEREOF, the Parties have duly executed this Agreement and of the date and year first above written.

CITY:

CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2025, by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

HATC:

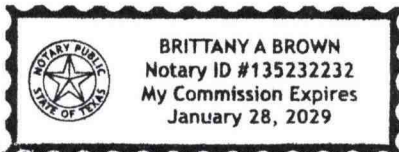
THE HOUSING AUTHORITY OF
TRAVIS COUNTY

By: Patrick B. Howard
Name: Patrick B. Howard
Title: CEO

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 16th day of September, 2025, by Patrick Howard, CEO of The Housing Authority of Travis County, a Texas county housing authority, on behalf of said authority.

(SEAL)



Brittany A. Brown
Notary Public, State of Texas

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(SEAL)

Notary Public, State of Texas

CASCADE:

CASCADE HOMES, LLC

By: 
 Name: Brian Crittendon
 Title: Manager

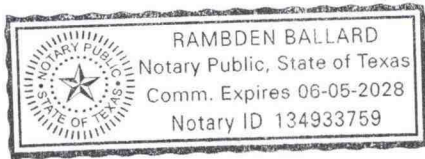
THE STATE OF TEXAS §
 COUNTY OF Travis §

This instrument was acknowledged before me on this 10th day of September, 2025, by Brian Crittendon Manager of Cascade Homes, LLC, a Texas limited liability company, on behalf of said company.



(SEAL)

Notary Public, State of Texas



**ADDENDUM TO THE COOPERATION AND PAYMENT IN LIEU OF TAXES
AGREEMENT
BETWEEN
THE CITY OF LEANDER, TEXAS
AND THE
HOUSING AUTHORITY OF TRAVIS COUNTY**

This Addendum to the Cooperation and Payment in Lieu of Taxes Agreement (this “Addendum”) is entered into as of _____, 2026 (the “Effective Date”), by and between the City of Leander, Texas (the “City”), the Housing Authority of Travis County (“HATC”) and Cascade Homes LLC, or an affiliate (“Cascade”).

WHEREAS, the City, HATC, and Cascade are parties to that certain Cooperation and Payment in Lieu of Taxes Agreement dated effective September 4, 2025 (the “Agreement”);

WHEREAS, the Agreement authorizes HATC, acting through its affiliate Travis County Facilities Corporation, to undertake an affordable housing project known as the Preserve at Mason Creek located approximately south of Horseshoe Drive and east of Circle Diamond Lane in the City of Leander, Williamson County, Texas (the “Project”), on the property described in Exhibit A to the Agreement, which shall be developed by Cascade;

WHEREAS, the Preserve at Mason Creek Phases 1 & 2 Site Development plans (the “Plans”) for the Project expired and Cascade seeks to reinstate the plans;

WHEREAS, the City increased the Fee in Lieu of Parkland Dedication, the Park Improvement Fees, and the amount of land required to be dedicated as parkland set forth in Section 61 of the City’s Subdivision Ordinance (the “Parkland Fees”) after the Plans were originally filed and the new Parkland Fees apply to reinstatement applications filed after the adoption of the fees; and

WHEREAS, the Parties desire to take further steps to promote affordable housing by authorizing the Parkland Fees in effect when the original application for the Plans was filed to apply to the Project;

NOW, THEREFORE, the City, HATC and Cascade (each, a “Party” and collectively, the “Parties”) hereto agree as follows:

Section 1. Recitals. All of the recitals and preambles stated above are true and correct and are incorporated herein and made a part of this Agreement.

Section 2. Parkland Fees. The Parties agree that the Parkland Fees in effect on January 31, 2023 shall apply to the Project.

Section 3. General Provisions.

a) The capitalized terms herein have the same definition as those capitalized terms in the Agreement.

- b) The Agreement is hereby amended only to the extent described herein and all other terms and conditions of the Agreement remain unaltered. If any provisions conflict between this Addendum and the Agreement, this Addendum shall control.
- c) This Addendum, together with any exhibits attached hereto, and the Agreement, as amended by this Addendum, constitute the entire agreement between the Parties with respect to the subject matter stated therein, and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof.
- d) Each party hereto has the full legal authority to Addendum and deliver this Addendum. In addition, the individual who executes this Addendum on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

Section 4. Effective Date. This Addendum shall be effective as of the date first written above.

Section 5. Counterparts. This Addendum may be executed in numerous counterparts, all of which shall be considered one and the same agreement. For purposes of this Addendum, facsimile or electronic signatures shall be considered original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Addendum and of the date and year first above written.

CITY:

CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2026, by Na’Cole Thompson, Mayor Pro Tem of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

HATC:

THE HOUSING AUTHORITY OF
TRAVIS COUNTY

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2026, by _____, _____ of The Housing Authority of Travis County, a Texas county housing authority, on behalf of said authority.

(SEAL)

Notary Public, State of Texas

CASCADE:

CASCADE HOMES, LLC

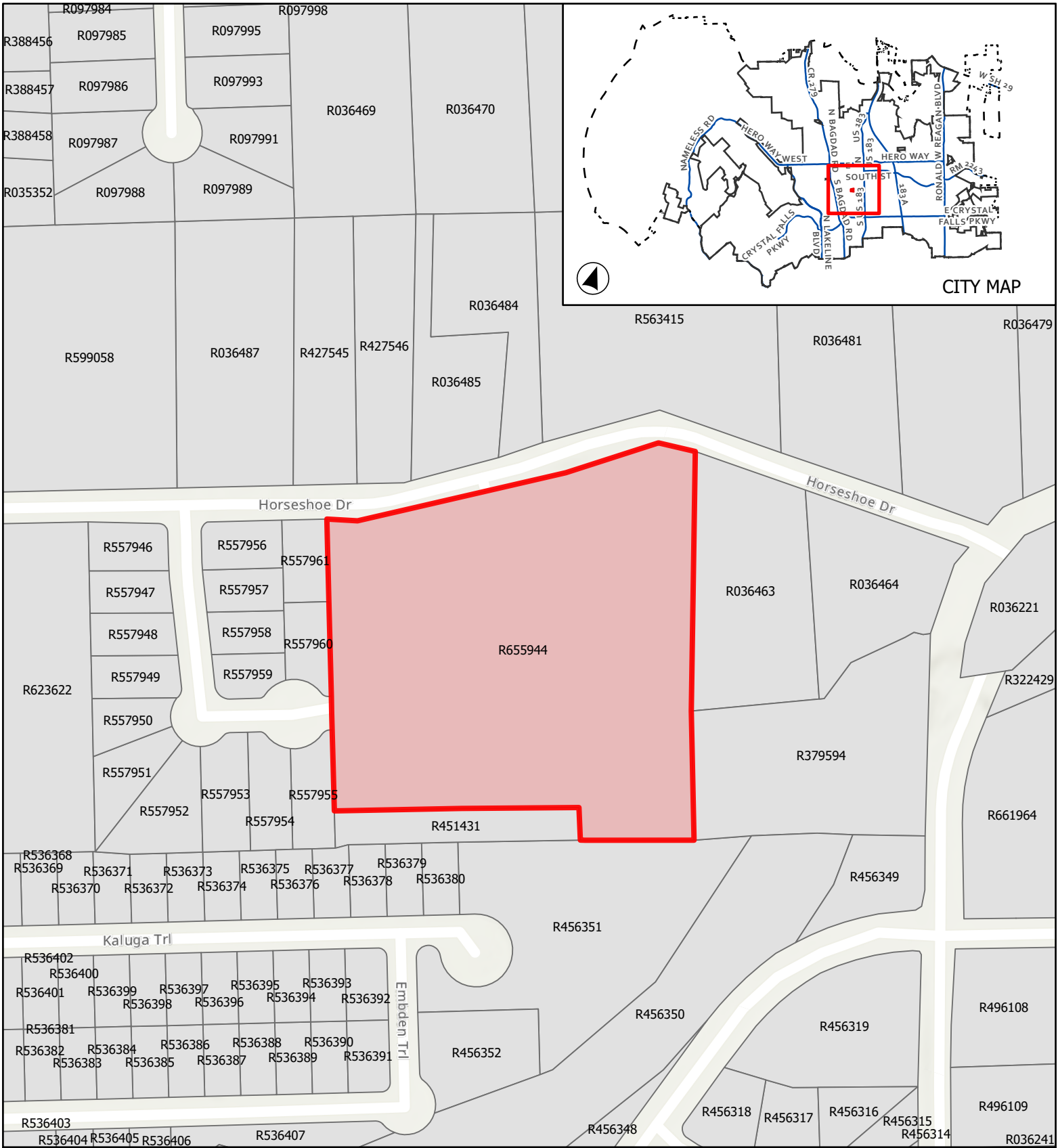
By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2026, by _____, _____ of Cascade Homes, LLC, a _____ limited liability company, on behalf of said company.

(SEAL)

Notary Public, State of Texas



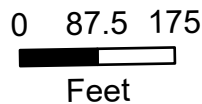
PRESERVE AT MASON CREEK

Location Map

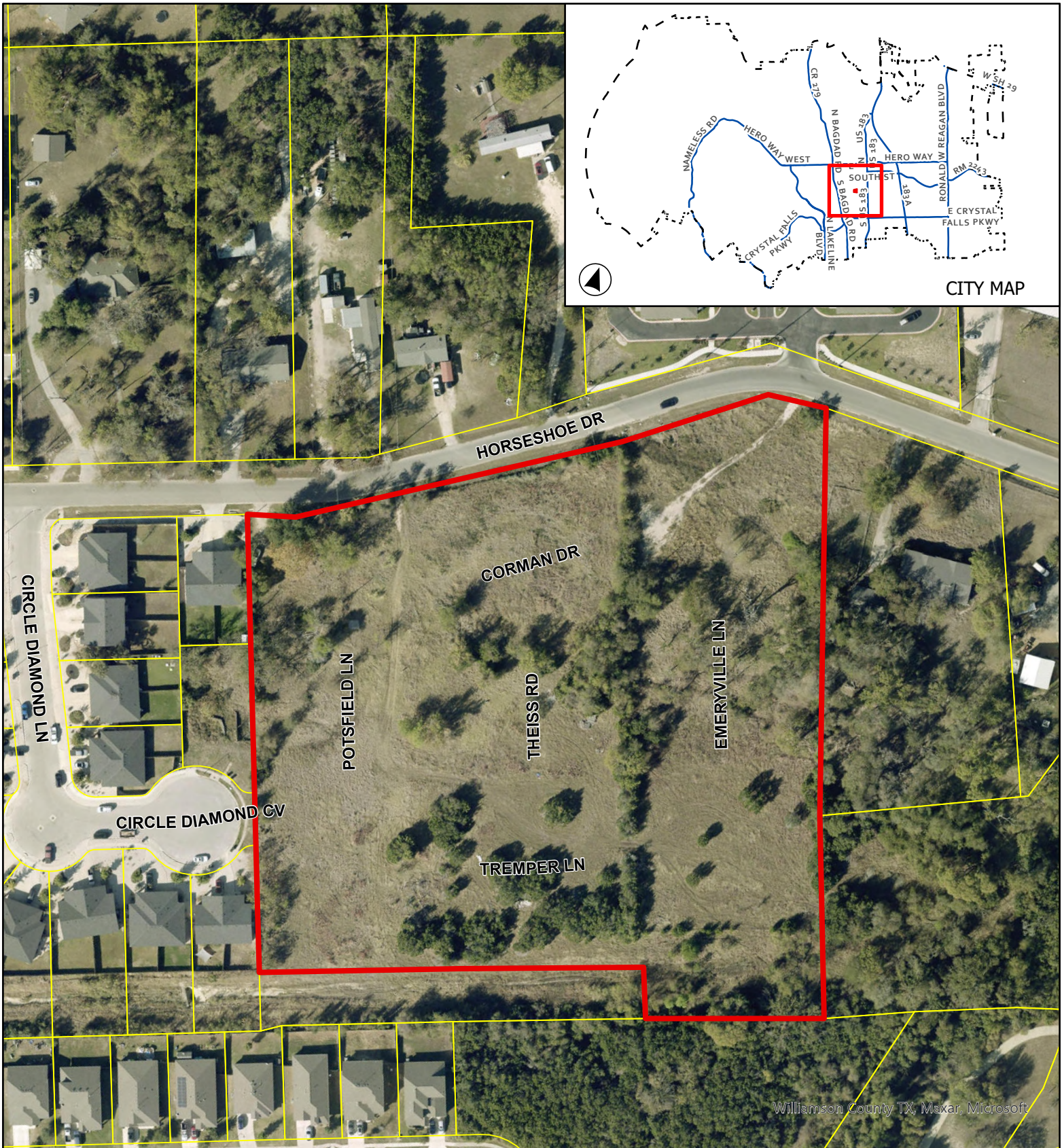


 City Limits
 ETJ

 Subject Boundary



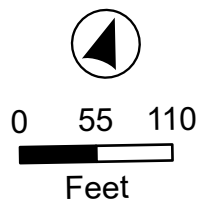
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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



ATTACHMENT 4: PRESERVE AT MASON CREEK

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