AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

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

Mayor – Na'Cole Thompson	**Place 4 – Annette Sponseller**
Place 1 – Stephen Chang	**Place 5 – Andrew Naudin**
Place 2 – Michael Herrera	**Place 6 – Becki Ross, Mayor Pro Tem**
Place 3 – Natomi Blair	**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. Convene into Executive Session pursuant to:

    1. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding proposed settlement of Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
    2. Section 551.076, Texas Government Code, and Section 551.0761, Texas Government Code to deliberate the deployment, or specific occasions for implementation, of security personnel or devices, and cybersecurity measures, policies, or contracts solely intended to protect a critical infrastructure facility located in the jurisdiction of the governmental body; and
    3. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the Johnson Survey, Abstract No. 350, Williamson County for subsurface anchoring easement relating to the San Gabriel Parkway Phase 2 Project (CIP T.11); and
    4. 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 the acquisition of properties for public purposes; and
    5. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.072, to consult with legal counsel regarding a lease agreement for City operations.

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

    1. Proposed settlement of Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
    2. Deployment, or specific occasions for implementation, of security personnel or devices, and a cybersecurity measures, policies, or contracts solely intended to protect a critical infrastructure facility located in the jurisdiction of the governmental body; and

3. Acquisition of properties located in the Johnson Survey, Abstract No. 350, Williamson County for subsurface anchoring easement relating to the San Gabriel Parkway Phase 2 Project (CIP T.11); and
4. Acquisition of properties for public purposes; and
5. Lease agreement for City operations.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation, and the Police Department Honor Guard will present the Colors followed by the Pledges of Allegiance.

5. Roll Call.

6. Welcome Special Guests and Visitors.

7. 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.]

8. Staff Reports

   1. Introduction of Police Department Media and Communications Coordinator Suzette Reynoso.

9. Recognitions/Proclamations/Visitors.

   1. Proclamation recognizing National Police Week (May 10-16)
   2. Proclamation recognizing National Peace Officer Memorial Day (May 15)
   3. Proclamation recognizing Mayor's Monarch Butterfly Pledge

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on April 16, 2026.

11. Approval of Change Order No. 3 to Contract No. CIPS24-012 to Patin Construction, LLC, for Construction Services for San Gabriel Parkway Phase 2, CIP Project number T.11, in the amount of $95,760.00 to be added to the current contract amount of $6,918,964.00 for a new total contract amount of $7,014,724.00; and authorize the City Manager to execute any and all necessary documents.

12. Acceptance of public infrastructure improvements for Northpoint (PICP-21-0044) to include streets and water.

13. Acceptance of public infrastructure improvements for Gateway 29 (PICP-23-0072) to include: streets, drainage, water and wastewater.

14. Acceptance of public infrastructure improvements Blockhouse Creek Farm (PICP-21-0032) to include streets, drainage, water, wastewater and streetlight improvements.

REGULAR AGENDA

15. Discuss and consider action on a Partial Release under Development Agreements of the Northline Retail property from the Northline Planned Unit Development (PUD) Development and Reimbursement

Agreement Case DA-26-0038; generally located to the southwest of the intersection of E. San Gabriel Parkway and 183A Toll Road, Leander, Williamson County, Texas.

16. Discuss and consider action on the approval of the Sullivan Tract Phasing Plan associated with Subdivision Case CP-26-0055 on nine (9) parcels of land approximately 308.288 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R022920, R473838, R473839, R022741, R356046, R473837, R022922, R022921, and R022923; generally located west of North Bagdad Road and approximately 1,200 feet south of CR 281, Leander, Williamson County, Texas.

17. Discuss and consider action on Tree Removal Case TRP-25-0048 regarding the removal of two (2) Heritage Trees associated with the Tylerville South Lots 2A and 2B Minor Site Development (SD-25-0377), generally located to the southeast of the intersection of San Gabriel Parkway and W. Broade Steet, Leander, Williamson County, Texas.

18. Discuss and consider action on an Amended and Restated Memorandum of Understanding between the City of Leander and Hill Country Hyzers Disc Golf Club updating the roles and responsibilities, and adding an additional disc golf site at Devine Lake Park, Leander, Texas; and authorize the City Manager to execute any and all necessary documents.

19. Discuss and consider action on an Ordinance amending Ordinance No. 25-061-00 adopting the annual budget for Fiscal Year 2026 in the amount of $405,646 being funded through CO Bond Series 2024-B fund balance for roadway resurfacing improvements to the Bagdad Terminus Station project (CIP W.74).

20. Discuss and consider action on the Master Fiber Conduit Network sharing Interlocal Agreement by and between the City of Leander and Leander Independent School District; and an addendum to the Master Fiber Conduit Network sharing Interlocal Agreement to include the Ada Mae Faubion School for Early Childhood Learning.

21. Discuss and consider action on a Resolution finding public convenience and necessity and authorizing eminent domain proceedings, if necessary, for the acquisition in fee simple of 1.958 acres (as described in Exhibit "A" to the Resolution) from certain real property owned by Deborah J. Ebner for the public use and purpose of construction of public roadway and drainage improvements for the San Gabriel Parkway Phase 3 Roadway Extension and Improvement Project (CIP T.46).

22. Council Member Closing Statements.

23. Convene back into Executive Session, if needed, pursuant to:

    1. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding proposed settlement of Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
    2. Section 551.076, Texas Government Code, and Section 551.0761, Texas Government Code to deliberate the deployment, or specific occasions for implementation, of security personnel or devices, and cybersecurity measures, policies, or contracts solely intended to protect a critical infrastructure facility located in the jurisdiction of the governmental body; and
    3. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the Johnson Survey, Abstract No. 350, Williamson County for subsurface anchoring easement relating to the San Gabriel Parkway Phase 2 Project (CIP T.11); and
    4. 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 the acquisition of properties for public purposes; and

5. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.072, to consult with legal counsel regarding a lease agreement for City operations.

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

1. Proposed settlement of Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
2. Deployment, or specific occasions for implementation, of security personnel or devices, and a cybersecurity measures, policies, or contracts solely intended to protect a critical infrastructure facility located in the jurisdiction of the governmental body; and
3. Acquisition of properties located in the Johnson Survey, Abstract No. 350, Williamson County for subsurface anchoring easement relating to the San Gabriel Parkway Phase 2 Project (CIP T.11); and
4. Acquisition of properties for public purposes; and
5. Lease agreement for City operations.

24. 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 1 day of May 2026 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree

Dara Crabtree, City Secretary, TRMC

AGENDA ITEM # 10

EXECUTIVE SUMMARY
5/7/2026

AGENDA SUBJECT:
Approval of the minutes for meeting held on April 16, 2026.

BACKGROUND:
Attached are the minutes for the meeting held on April 16, 2026.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval of minutes for meeting held on April 16, 2026.

PRESENTER:
Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 04.16.2026

MINUTES
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 16, 2026
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM

Mayor – Na'Cole Thompson	**Place 4 – Annette Sponseller**
Place 1 – Stephen Chang	**Place 5 – Andrew Naudin**
Place 2 – Michael Herrera	**Place 6 – Becki Ross, Mayor Pro Tem**
Place 3 – Natomi Blair	**City Manager – Todd Parton**

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

   Opened meeting at 6:00 p.m.

2. Roll Call.

   Roll call reflected all present with Councilmember Herrera absent.

3. Convene into Executive Session pursuant to:

   1. Section 551.071 and Section 551.087, Texas Government Code, and Section1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the 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 an Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-001; and
   2. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the Polly Scritchfield Survey, Abstract No. 899, Williamson County for utility easement and temporary construction easement relating to the Hero Way West Elevated Storage Tank and Water Line Project (CIP W.55); and
   3. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the Johnson Survey, Abstract No. 350, Williamson County for subsurface anchoring easement relating to the San Gabriel Parkway Phase 1 Project (CIP T.11); and
   4. 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 the acquisition of properties for public purposes; and
   5. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.072, to consult with legal counsel regarding a lease agreement for City operations; and
   6. Section 551.074, Texas Government Code, to deliberate the annual evaluation of the City Manager.

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

1. Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-001; and
2. Acquisition of properties located in the Polly Scritchfield Survey, Abstract No. 899, Williamson County for utility easement and temporary construction easement relating to the Hero Way West Elevated Storage Tank and Water Line Project (CIP W.55); and
3. Acquisition of properties located in the Johnson Survey, Abstract No. 350, Williamson County for subsurface anchoring easement relating to the San Gabriel Parkway Phase 1 Project (CIP T.11); and
4. Acquisition of properties for public purposes; and
5. Lease agreement for City operations; and
6. Annual evaluation of the City Manager.

Convened into Executive Session at 6:01 p.m.; reconvened into opened session at 6:54 p.m.
Mayor Thompson stated the City Council did not complete its deliberations and will return back into Executive Session at the end of the regular meeting.

1. Motion: Approve an Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-001 as discussed in executive session and authorize the City Manager to execute any and all necessary documents.

By: Mayor Pro Tem Ross
Seconded: Councilmember Naudin

Vote: - 6 - 0

2. Motion: Approve the acquisition of properties located in the Polly Scritchfield Survey, Abstract No. 899, Williamson County for utility easement and temporary construction easement relating to the Hero Way West Elevated Storage Tank and Water Line Project (CIP W.55) as discussed in executive session.

By: Mayor Pro Tem Ross
Seconded: Councilmember Blair

Vote: - 6 - 0

3. No action.

4. No action.

5. No action.

Briefing workshop adjourned at 6:57 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation, and the Fire Department Honor Guard will present the Colors followed by the Pledges of Allegiance.

Opened meeting at 7:01 p.m.; invocation provided by Joe Bob Ellison; Leander Fire Honor Guard presented the Colors; and Mayor Thompson led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present with Councilmember Herrera absent.

6. Welcome Special Guests and Visitors.

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

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

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

No one spoke.

8. Recognitions/Proclamations.

- Public Service Week Proclamation (May 3 - 9)
- Small Business Week Proclamation (May 3 - 9)
- International Firefighter Day Proclamation (May 4)
- Air Quality Awareness Week Proclamation (May 4 - 8)

9. Staff Reports.

- Water update includes Sandy Creek Water Treatment Plant (CIP W.69), Brushy Creek Regional Utility Authority (BCRUA), and County water needs.
- 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.
- Legislative update on the priorities for the City of Leander State and Federal Legislative Program.

Water update included BCRUA Phase 1D, Phase 2, and Phase 2A progress; Sandy Creek Water Treatment Plant progress; and Williamson County Water Group.

Advanced Metering Infrastructure (AMI) Project update included what is included in AMI; activities to date; deployment areas and timeframes; project schedule; customer portal; and dashboard.

Legislative update included purpose of legislative program; congressional redistricting; federal advocacy efforts; considerations for federal priorities; state representatives; state legislative interim charges; Leander's legislative program guide; and Leander's legislative program schedule.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 10 -17.

By: Councilmember Chang
Seconded: Councilmember Naudin

Vote: 6 - 0

10. Approval of the minutes for meeting held on April 2, 2026.

11. Acceptance of public infrastructure improvements for Valor Leander Phase 1 (PICP-23-0107) to include: streets, drainage, water and wastewater in compliance with the Development Agreement.

12. Acceptance of public infrastructure improvements for Hawkes Landing North Phase 1 (PICP-23-0073) to include: streets, drainage, water and wastewater.

13. Acceptance of public infrastructure for Sonny Retail Center (PICP-24-0142) to include street improvements.

14. Acceptance of public infrastructure improvements for PAG Leander H1 Phase 3 (PICP-24-0162) to include: public sidewalk and water improvements.

15. Approval of an Ordinance to update the Roadway Service Area Map to incorporate recently annexed areas into the City including the Hero Way EST and Alexander Tract Annexations.

16. Approval of the Second Reading of an Ordinance regarding Special Use Case Z-25-0203 for a Special Use Permit to allow for used vehicles sales on a portion of a parcel of land 0.73 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031857; and more commonly known as 2401 S US 183, Leander, Williamson County, Texas.

17. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-25-0205 to amend the current zoning of 675 Kauffman Loop Planned Unit Development (PUD) with base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial) to remove the prohibition of automotive uses on Lot 3, Block B of the 675 Kauffman Loop Subdivision and allow for a car wash on Lot 4, Block B of the 675 Kauffman Loop Subdivision on one (1) parcel of land 2.4 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R328207; and generally located 1,500 feet to the east of the intersection of SH 29 and Ronald W. Reagan Boulevard on the south side of SH 29, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

18. Conduct a Public Hearing on approval of the issuance of Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds, Series 2026 in a principal amount not to exceed $53,405,000.00.

    - Discuss and consider action on a Resolution approving a Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc., authorizing the issuance of Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Refunding Bonds, Series 2026 in a principal amount not to exceed $53,405,000.00; establishing the procedures for selling and delivering the bonds and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such bonds.

Public Hearing opened at 8:05 p.m.; Public Hearing closed at 8:05 p.m. No one spoke in favor or opposition of the item.

Motion: Approve a Resolution approving a Resolution by the Board of Directors of the BCRUA authorizng the issuance of BCRUA, City of Leander, Texas Contract Revenue Refunding Bonds, Series 2026 in a principal amount not to exceed $53,405,000.00, following a discussion.

By: Councilmember Sponseller
Seconded: Mayor Thompson

Vote: 6 - 0

REGULAR AGENDA

19. Discuss and consider action on acceptance of the City's Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2025.

    Motion: Accept the City's Annual Comprehensive Financial Report for fiscal year ended September 30, 2025.

    By: Mayor Thompson
    Seconded: Councilmember Chang

    Vote: 6 - 0

20. Discuss and consider action on an Ordinance amending Ordinance No. 25-061-00 adopting the annual budget for Fiscal Year 2026 in the amount of $4,264,214.00 being funded through CO Bond Series 2025; providing for an allocation of $3,355,710.00 for design services related to the San Gabriel Parkway West improvements (CIP T.42), an allocation of $313,326.00 for design services associated with the Grand Lake Parkway and East Crystal Falls Parkway intersection improvements (CIP T.89), and an allocation of $595,178.00 providing for design services related to the north lanes of the San Gabriel Parkway Phase 2A improvements (CIP T.120).

    Motion: Approve Ordinance amending Fiscal Year 2026 budget in the amount of $4,264,214.00, following a discusion.

    By: Mayor Pro Tem Ross
    Seconded: Councilmember Blair

    Vote: 6 - 0

    [City Council took a brief recess at 8:29 p.m.; reconvened at 8:35 p.m.]

21. Discuss and consider action on Amendment No.1 to the FY 2024-2025 Capital Improvement Program (CIP) list of projects, which were approved for funding with the FY 2024 Proposed Annual Budget.

    Motion: Approve Amendment No. 1 to the FY 2024-2025 CIP list of projects.

    By: Councilmember Sponseller
    Seconded: Councilmember Blair

    Vote: 6 - 0

22. Discuss and consider action on proposed funding options up to $120,280.00 for the City of Leander's America 250 celebration in 2026.

    Motion: Approve Option 1 up to $120,280.00 for the City of Leander's America 250 celebration in 2026, following a discussion.

    By: Mayor Thompson

Seconded: Councilmember Chang

Vote: 5 - 1 (Sponseller)

23. Discuss potential updates to the Composite Zoning Ordinance and other associated ordinances regarding in-home day care facilities.

No action.

24. Council Member Closing Statements.

Stephen Chang - commented on Public Service Week and thanked all employees for everything they do; and George H. Bush quote on public service.

Natomi Blair - wished eldest son happy birthday.

Annette Sponseller - commented on Library Week; upcoming LHS ROTC fundraiser, VFW event and Pridefest events.

Andrew Naudin - commented on SPCA fundraiser events; this day in 1962 Walter Cronkite became anchor of CBS News; and this day in 1991 the albumn Temple of Dog was released.

Becki Ross - thanked Public Works, Finance, Planning and Communications departments for all they do.

Na'Cole Thompson - stated dinner was from Golden Chick; reminded everyone to shop and eat locally; commented on recent Mayor's Power Hour; graduation season; and daughter's upcoming graduation from law school.

25. Convene back into Executive Session, if needed, pursuant to:

1. Section 551.071 and Section 551.087, Texas Government Code, and Section1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the 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 an Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-001; and
2. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the Polly Scritchfield Survey, Abstract No. 899, Williamson County for utility easement and temporary construction easement relating to the Hero Way West Elevated Storage Tank and Water Line Project (CIP W.55); and
3. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the Johnson Survey, Abstract No. 350, Williamson County for subsurface anchoring easement relating to the San Gabriel Parkway Phase 1 Project (CIP T.11); and
4. 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 the acquisition of properties for public purposes; and
5. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.072, to consult with legal counsel regarding a lease agreement for City operations; and

6. Section 551.074, Texas Government Code, to deliberate the annual evaluation of the City Manager.

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

1. Old Town Incentive Chapter 380 Agreement(s) for Project EDA-26-001; and
2. Acquisition of properties located in the Polly Scritchfield Survey, Abstract No. 899, Williamson County for utility easement and temporary construction easement relating to the Hero Way West Elevated Storage Tank Water Line Project (CIP W.55); and
3. Acquisition of properties located in the Johnson Survey, Abstract No. 350, Williamson County for subsurface anchoring easement relating to the San Gabriel Parkway Phase 1 Project (CIP T.11); and
4. Acquisition of properties for public purposes; and
5. Lease agreement for City operations; and
6. Annual evaluation of the City Manager.

Recessed back into Executive Session at 9:33 p.m.; reconvened back into open session at 10:45 p.m.

6. Motion: Accept the City Manager's evaluation.

By: Mayor Pro Tem Ross
Seconded: Councilmember Blair

Vote: 6 - 0

[Meeting adjourned at 10:45 p.m.; Mayor Thompson reopened the meeting at 10:47 p.m. to reconsider this item.]
[Councilmember Blair withdrew her second; Mayor Pro Tem Ross withdrew her original motion.]

Motion: Accept the City Manager's evaluation and authorize a 4% increase to the City Manager's base salary.

By: Mayor Pro Tem Ross
Seconded: Councilmember Blair

Vote: 6 - 0

26. Adjournment

Adjourned at 10:49 p.m.

APPROVED

_____
MAYOR

ATTEST:

_____

CITY SECRETARY

AGENDA ITEM # 11

EXECUTIVE SUMMARY
5/7/2026

AGENDA SUBJECT:
Approval of Change Order No. 3 to Contract No. CIPS24-012 to Patin Construction, LLC, for Construction Services for San Gabriel Parkway Phase 2, CIP Project number T.11, in the amount of $95,760.00 to be added to the current contract amount of $6,918,964.00 for a new total contract amount of $7,014,724.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
In 2018, the City of Leander initiated a plan to extend San Gabriel Parkway from County Road 270 eastward to Ronald W. Reagan Boulevard in three separate phases. A portion of the extension is located between the Palmera Ridge and Palmera Bluff subdivisions. This section, which parallels the northern perimeter of Palmera Ridge and the southern perimeter of Palmera Bluff, was completed in 2020 by the developers pursuant to a development agreement and was the first phase. This partial section does not currently provide access to the east or to the west. Phase 2 will provide a connection to Ronald Reagan Parkway and Phase 3 will provide a connection to Highway 183A.

Phase 2 is a section that extends from eastern stub of the Phase 1 section to a new intersection at Ronald Reagan Boulevard. This section includes the installation of a new traffic signal at Ronald Reagan Boulevard. Engineering for this section was completed in 2022.

Bonds were sold by the City that included funds for Phase 2 construction in May 2024. Subsequently, Solicitation CIPS24-012 was issued by the City in August 2024 for construction services and the City Council approved a contract agreement with Patin Construction, LLC (Patin) on January 16, 2025.

Patin received a notice to proceed with construction and mobilized to the site on August 11, 2025. During excavation, Patin encountered significant groundwater. The rate and consistent quantity of flow caused Patin to submit a written Request For Information (RFI) #11 to Freese & Nichols Engineering, Inc. (Freese), the City's design consultant for this project. Freese determined that a below-grade drainage system must be added to mitigate the groundwater. Freese then prepared revisions to the design to provide for a new, below-ground drainage system.

Patin Construction has submitted Change Order Request #3 in the amount of $95,760.00 to accommodate the requirement for the below-grade drainage system. If approved, this change order will increase the total contract amount by $101,760, or approximately 1.5% of the original contract amount ($6,912,964). Additive change orders may not increase the original contract amount by more than 25% or $1,728,241.75.

HISTORY/TIMELINE:
01/16/2025 – City Council approves construction contract with Patin Construction in the amount of $6,912,964.00
03/01/2025 – Traffic control equipment submittal submission and procurement begins
08/11/2025 – Notice to Proceed and mobilization

09/15/2025 – Groundwater encountered.
10/01/2025 – RFI #11 submitted.
11/07/2025 – Confirmed that water encountered is groundwater and not a broken pipe
11/25/2025 – Approval of Change Order #1 for additional tree clearing in the amount of $6,000.00 for a new contract amount of $6,918,964.00
12/19/2025 – Results from rock nail pull tests, confirming positive anchoring and no adverse effects from groundwater
01/13/2026 – Freese & Nichols provides revised drawings with a new, below-grade drain system
01/23/2026 – Change Order #2 for zero-dollar change, documenting the type of soil anchor to use

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval of Change Order #3 to to Contract No. CIPS24-012 to Patin Construction, LLC, for Construction Services for San Gabriel Parkway Phase 2, CIP Project number T.11, in the amount of $95,760.00 to be added to the current contract amount of $6,918,964.00 for a new total contract amount of $7,014,724.00; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:
Tony Bettis, CIP Program Manager

Fiscal Impact

Amount requested:	$95,760.00
Approved in current budget (Yes / No):	No
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	2024-A Transportation Certificates of Obligation (CO)

Attachments:

1. CO #3 T.11 Patin Construction
2. T.11 Drawings for CO #3 Patin

CHANGE ORDER NO. 3

Owner:	City of Leander	Owner's Project No.:	T.11
Engineer:	Freese and Nichols, Inc.	Engineer's Project No.:	N/A
Contractor:	Patin Construction LLC	Contractor's Project No.:	N/A
Project:	San Gabriel Parkway Phase 2		
Contract Name:	T.11-PCL-CIPS24-012		
Date Issued:	January 16, 2026		

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

Description: Add Roadside Underdrain per RFI #11, for additional groundwater removal between curb and retaining wall to capture groundwater which was discovered during excavation, to protect the road and the retaining walls, from being undermined.

Attachments: **Patin Construction LLC Proposal**

Change in Contract Price
Original Contract Price:
$6,912,964.00
Previously incorporated Change Orders:
$6,000.00
Contract Price Incorporating Previous Change Orders:
$6,918,964.00
Increase this Change Order No. 1:
$95,760.00
Contract Price incorporating this Change Order:
$7,014,724.00
Change in Contract Times
The CONTRACT TIME will be increased by ten (10) calendar days for the substantial completion of improvements.

Recommended by Engineer		Accepted by Contractor	
Signature:	Chris Trevino Digitally signed by Chris Trevino DN: CN=Chris Trevino, E=chris.trevino@freese.com, O=Freese and Nichols, Inc., OU=Chris Trevino Date: 2026.02.06 11:00:17-06'00'	Signature:	Jeff Birkhead, Chief Estimator
Name:	Chris Trevino, PE, CCM	Name:	Jeff Birkhead
Title:	Division Manager	Title:	Chief Estimator
Date:	2/6/2026	Date:	2-6-2026

Authorized by Owner

Signature: _____

Name: _____

Title: _____

Date: _____

Patin Construction LLC

3800 W. Second Street
Taylor, TX 76574
Phone: (512) 269-1071
Fax: (512) 269-1072

PROPOSAL

January 16, 2026

City of Leander

Email: Tony Bettis

Project Name: San Gabriel Parkway Phase 2

Item No.	Qty.	Unit	Description		Unit Price		Total
1	720	LF	6" PVC Underdrain pipe- includes mobilization, rock saw trenching subcontractor, filter fabric material, pipe material, bedding and backfill, labor, equipment, fuel	$	133.00	$	95,760.00
					Subtotal	**$**	**95,760.00**
					TOTAL CHANGE ORDER #3	**$**	**95,760.00**

*We request 10 additional contract days for this scope of work

Note: The above proposal is only good for 90 days.

Note: This change order is due to RFI 11 reponse

Patin Construction LLC

3800 W. Second Street
Taylor, TX 76574
Phone: (512) 269-1071
Fax: (512) 269-1072

PROPOSAL

January 16, 2026

City of Leander

Email: Tony Bettis

Project Name: San Gabriel Parkway Phase 2

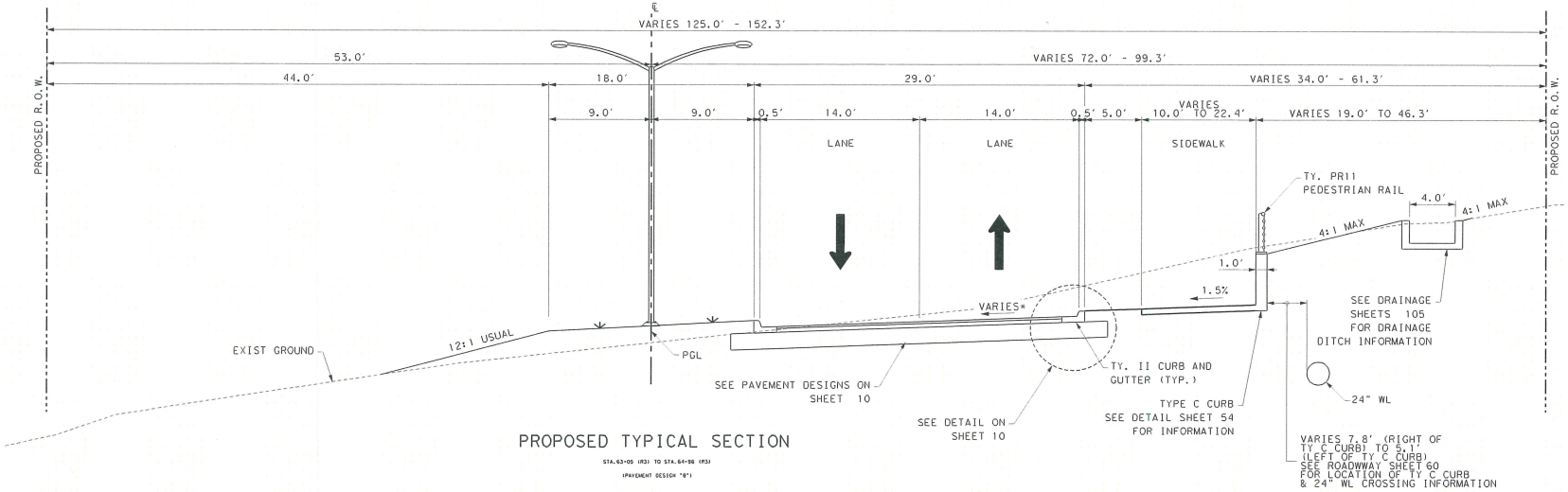
Item No.	Qty.	Unit	Description		Unit Price		Total
1	720	LF	6" PVC Underdrain pipe- Pipe Material	$	9.50	$	6,840.00
2	720	LF	6" PVC Underdrain pipe- Bedding material	$	10.00	$	7,200.00
3	720	LF	6" PVC Underdrain pipe- Filter Fabric material	$	11.00	$	7,920.00
4	720	LF	6" PVC Underdrain pipe- Labor	$	45.00	$	32,400.00
5	720	LF	6" PVC Underdrain pipe- Equipment	$	15.00	$	10,800.00
6	720	LF	6" PVC Underdrain pipe- Fuel	$	2.00	$	1,440.00
7	720	LF	6" PVC Underdrain pipe- Rocksaw Trenching Subcontractor	$	20.00	$	14,400.00
8	1	LS	6" PVC Underdrain pipe- Mobilization	$	10,000.00	$	10,000.00
9	1	LS	Overhead and Profit	$	4,760.00	$	4,760.00
					Subtotal	**$**	**95,760.00**

TOTAL CHANGE ORDER #3 $ 95,760.00

*We request 10 additional contract days for this scope of work

Note: The above proposal is only good for 90 days.

Note: This change order is due to RFI 11 reponse

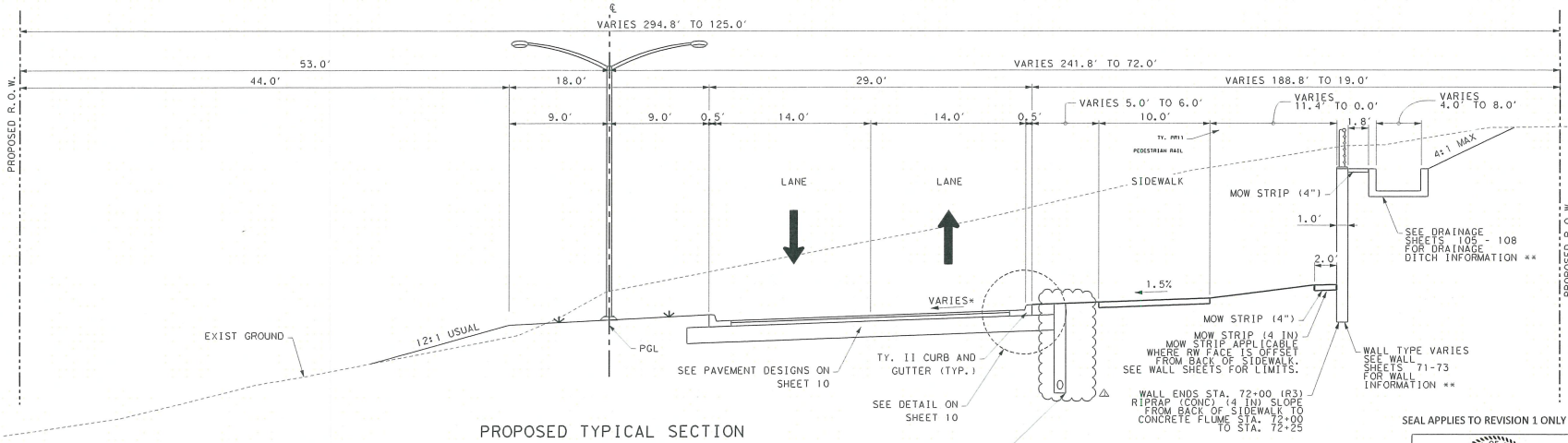


PROPOSED TYPICAL SECTION

STA. 63+05 (R3) TO STA. 64+96 (R3)

(PAVEMENT DESIGN "B")

* SEE PLAN SHEETS FOR LIMITS OF SUPERELEVATION TRANSITION



PROPOSED TYPICAL SECTION

STA. 64+96 (R3) TO STA. 72+25 (R3)

(PAVEMENT DESIGN "B")

* SEE PLAN SHEETS FOR LIMITS OF SUPERELEVATION TRANSITION

** ROCK NAILS, HSE STRAPS, AND FLUME EXTEND OHTO CITY-OWNED PROPERTY

STA. 64+96.07 TO 72+00.00 (RIGHT OF CL)

SEAL APPLIES TO REVISION 1 ONLY

STATE OF TEXAS OSCAR CORONADO 154133 LICENSED PROFESSIONAL ENGINEER 01/13/2026

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. TREVINO 102438 STATE OF TEXAS LICENSED PROFESSIONAL ENGINEER ON 08-19-2022

FREESE AND NICHOLS, INC. TEXAS REGISTERED ENGINEERING FIRM F-2144

FREESE AND NICHOLS
10431 Morado Circle, Building 3
Austin, Texas 78759
Phone: (512) 617-3100
Fax: (512) 617-3101
Web: www.freese.com

THE CITY OF LEANDER

SAN GABRIEL PARKWAY - PHASE 2

CIVIL

PROPOSED TYPICAL SECTIONS

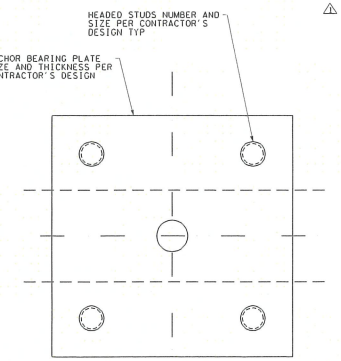
NO.	ISSUES	BY	DATE
1	RFI 11	OC	1/13/26

FSN JOB NO. LND15545
DATE 8/19/25
DESIGNED
DRAWN NWS
REVISED JG
CHECKED MB
FILE NAME CV-TRT-PL-TYP SECTION7.SHT

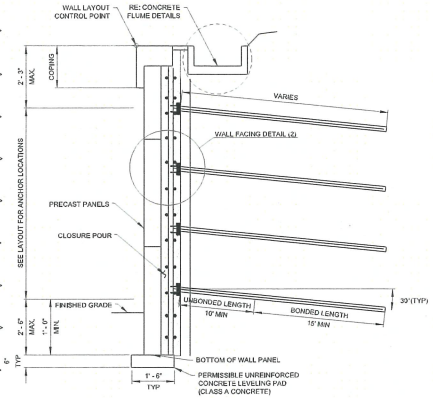
VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET 7

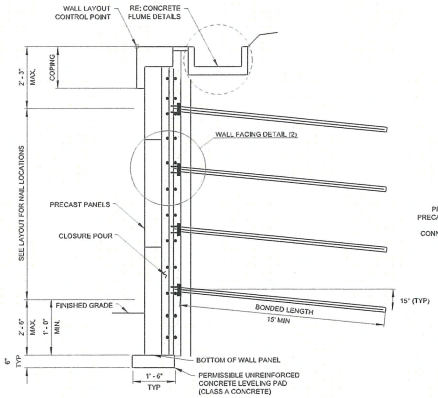
SEQ. 214



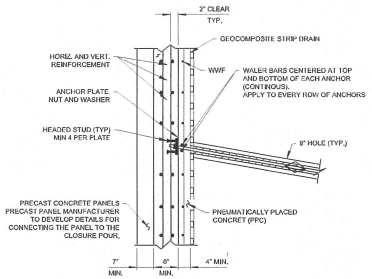
3 ANCHOR PLATE
NTS



1 TYPICAL ROCK ANCHOR SECTION THROUGH WALL
NTS



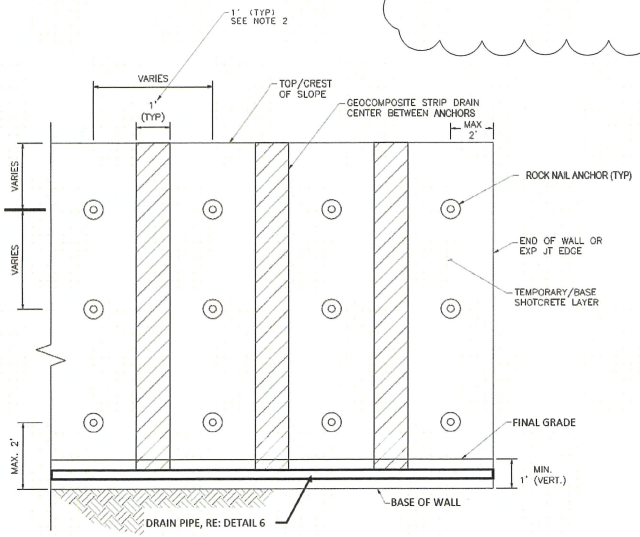
11 TYPICAL SOIL NAIL SECTION THROUGH WALL
NTS



NOTES:
1. WALER AND FACING SYSTEM PER CONTRACTOR'S DESIGN.

ANCHOR REINFORCEMENT LENGTH WILL BE THE LENGTH SHOWN IN THE LAYOUT SHEETS PLUS 6 INCHES.

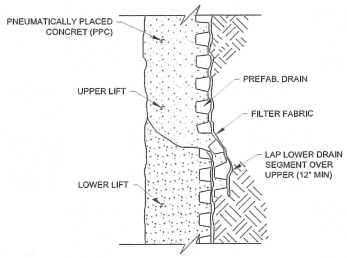
2 WALL FACING DETAIL
NTS



4 DRAINAGE ELEVATION DETAIL
NTS

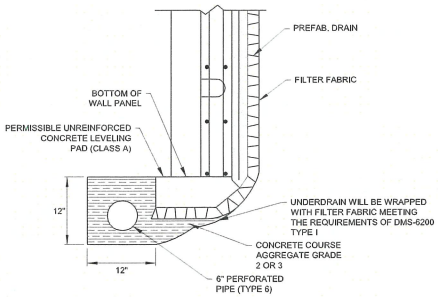
DETAIL NOTES:

1. DIMENSIONS ARE IN PLANE OF SLOPE, UNLESS NOTED OTHERWISE.
2. INSTALL 2' WIDE STRIP DRAINS FROM STA 65+00 TO STA 72+00



5 PREFABRICATED DRAIN DETAIL
NTS

SEAL APPLIES TO REVISION 1 ONLY.



(THE LOCATION OF THE UNDERDRAIN OUTFALL WILL BE DETERMINED BY THE ENGINEER)

6 UNDERDRAIN DETAIL
NTS

SEAL APPLIES TO REVISION 2 ONLY.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FERIDOON MALEKGHASSEMI ON 09-22-2022

FREESE AND NICHOLS, INC. TEXAS REGISTERED ENGINEERING FIRM F-2144

FREESE AND NICHOLS
Austin, Texas 78759
Phone: (512) 617-3300
Fax: (512) 617-3313
Web: www.freese.com

THE CITY OF LEANDER
SAN GABRIEL PARKWAY - PHASE 2
CIVIL
RETAINING WALL PLANS
RETAINING WALL E DETAILS (1OF 2)

NO.	ISSUES	BY	DATE
0		OSCOR	12-2-25
1	APL 14	OC	1-13-26
2	APL 11		

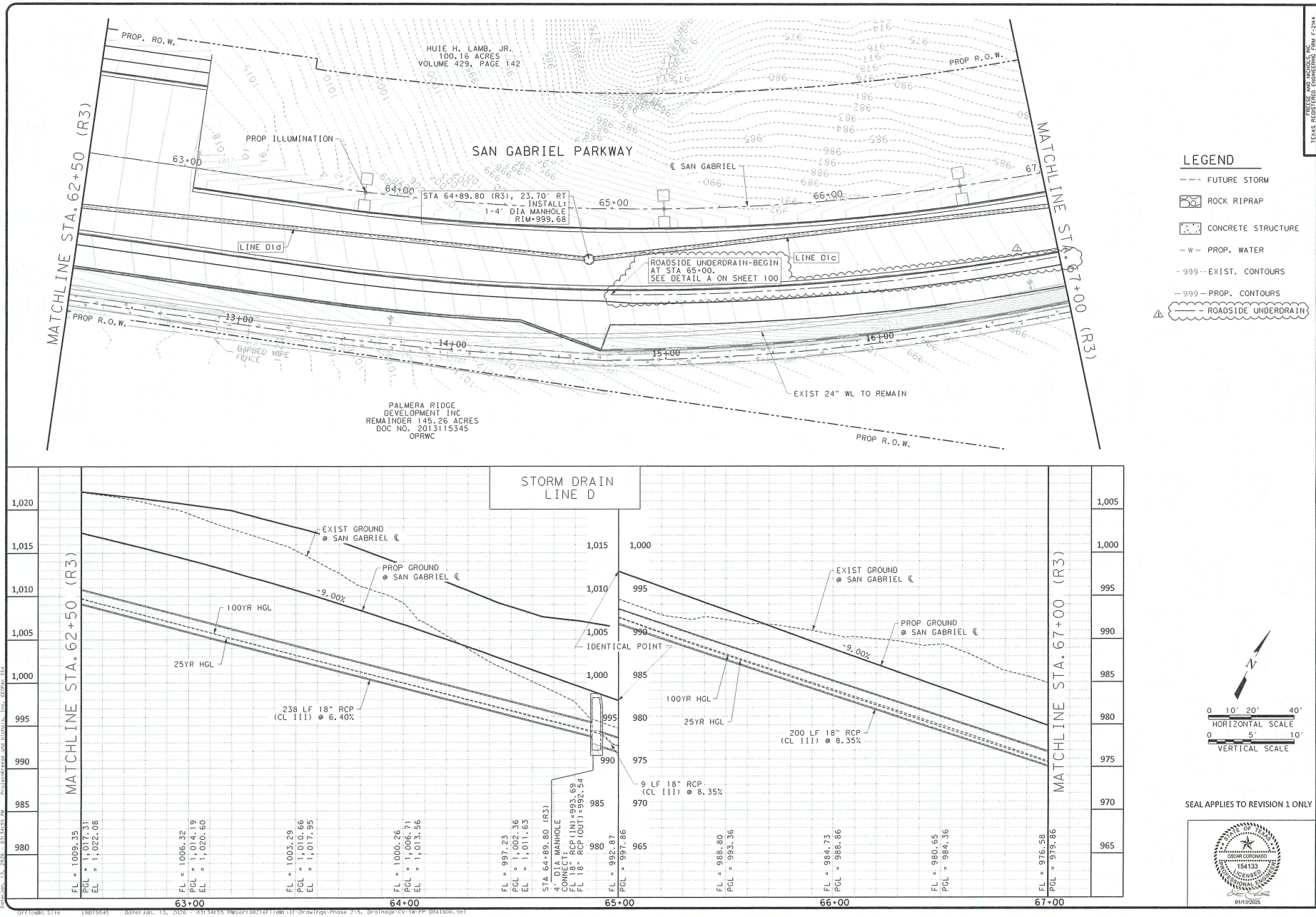
FSN JOB NO. LN015545
DATE 8/19/25
DESIGNED SES
DRAWN BP
REVISED JG
CHECKED OC
FILE NAME CV-TRT-DT-RW02.SHT

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET 79
SEQ. 214

SEAL OF TEXAS OSCAR CORONADO 140840 LICENSED PROFESSIONAL ENGINEER 12/08/2025

SEAL OF TEXAS OSCAR CORONADO 154133 LICENSED PROFESSIONAL ENGINEER 01/13/2026



FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEROME W. SCANLON III ON 10-25-2021

FREESE AND NICHOLS
Austin, Texas 78759
Phone: (512) 617-3300
Fax: (512) 617-3301
Web: www.freese.com

THE CITY OF LEANDER

SAN GABRIEL PARKWAY - PHASE 2

CIVIL

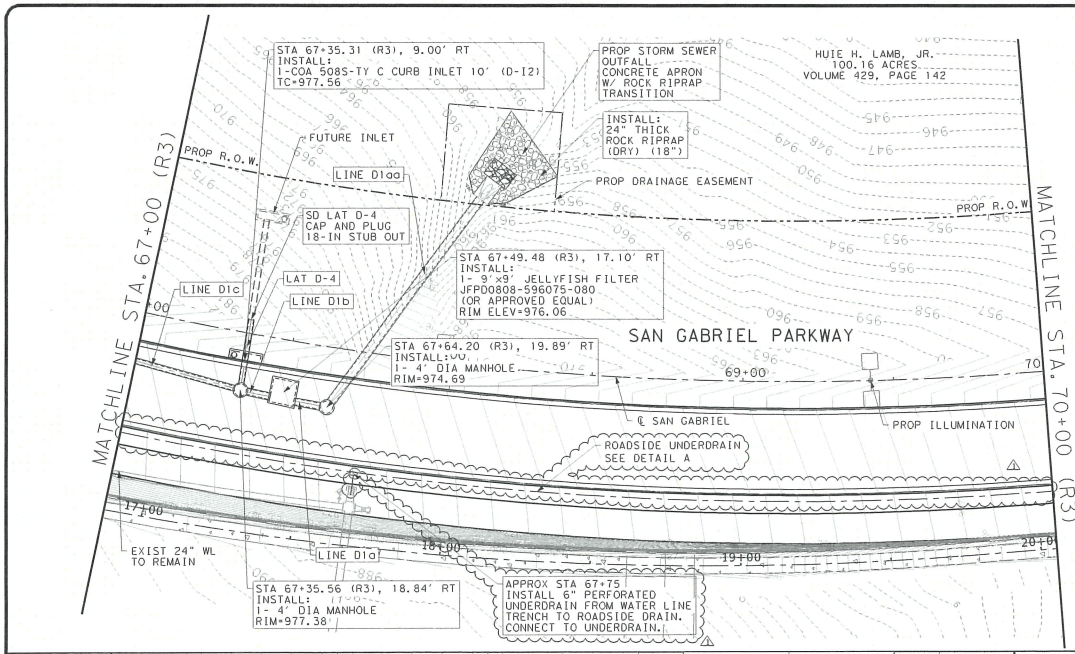
STORM DRAINAGE PLAN AND PROFILE
STA. 62+50 (R3) TO STA. 67+00 (R3)

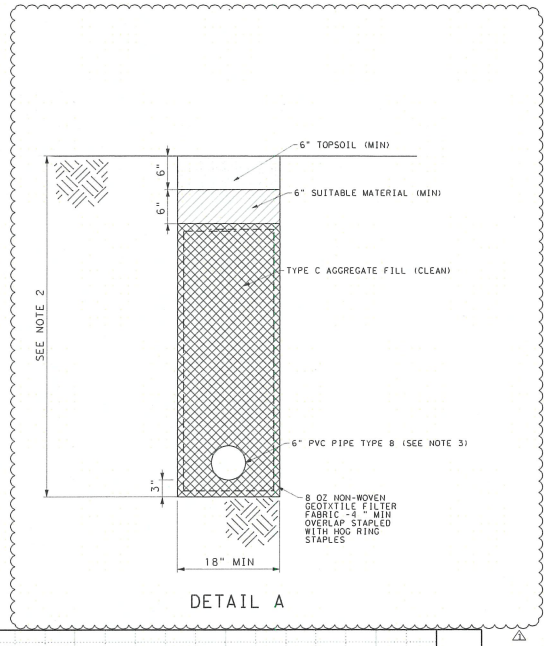
NO.	ISSUES	BY	DATE
1	REV 1	OC	1/13/26

F&N JOB NO. LND15545
DATE 8/19/25
DESIGNED CK
DRAWN JL
REVISED JG
CHECKED OC
FILE NAME CV-SW-PP-DRAIN06.SHT

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET 99
SEQ. 214



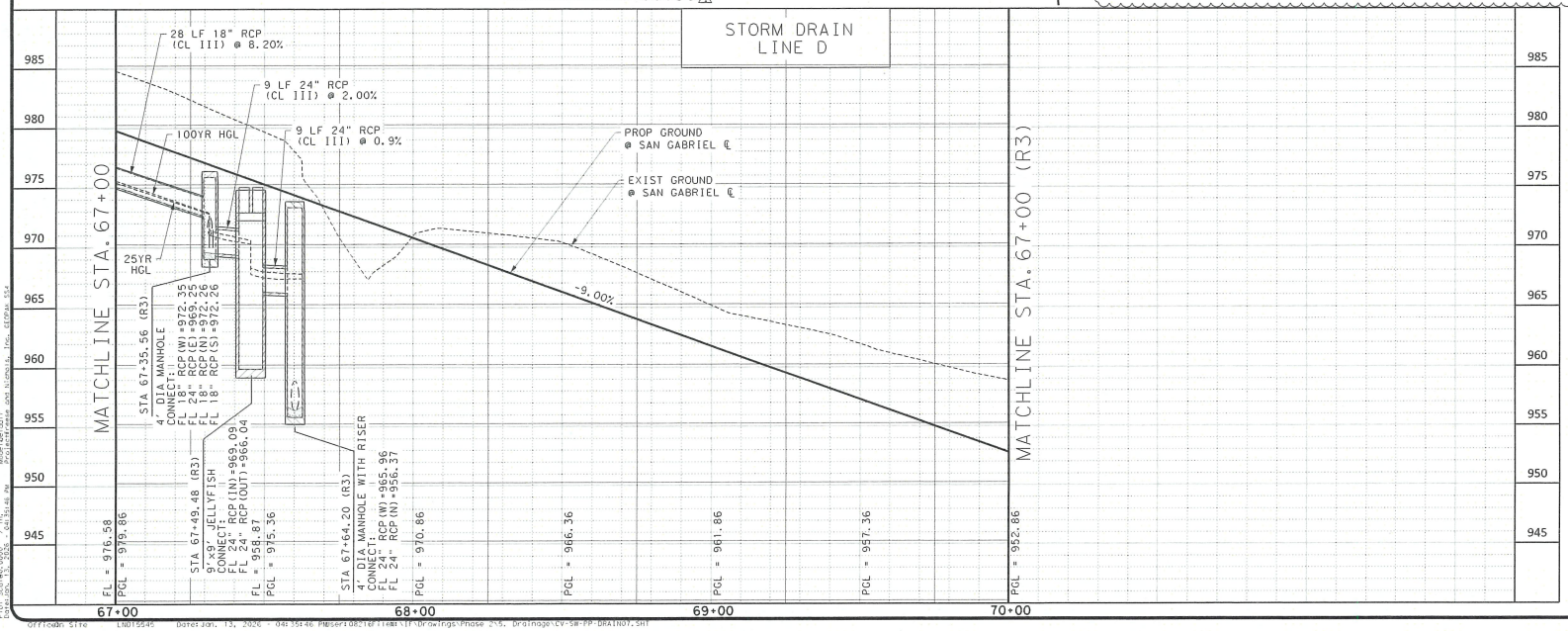


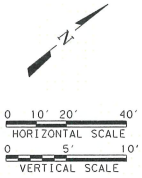
DETAIL A

LEGEND

- FUTURE STORM
- ROCK RIPRAP
- CONCRETE STRUCTURE
- W PROP. WATER
- 999 EXIST. CONTOURS
- 999 PROP. CONTOURS
- ROADSIDE UNDERDRAIN

NOTE:
1. COST OF CAP AND PLUG AND BENDS SUBSIDIARY TO PIPE COST PER LINEAR FOOT.
2. 10' MIN FROM STA 65+00 TO 68+00. 6' MIN FROM STA 69+00 TO END. BETWEEN STA 68+00 TO 69+00 TRANSITION FROM 10' TO 6' TRENCH DEPTH AT APPROXIMATE SLOPE OF 4.5% TO 5%.
3. PERFORATED PIPE FROM STA 65+00 TO STA 72+00. NON-PERFORATED PIPE FROM STA 72+00 TO INLET E11.





SEAL APPLIES TO REVISION 1 ONLY

FREESE AND NICHOLS, INC
TEXAS REGISTERED ENGINEERING FIRM F-2144

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEROME W. CLARK, P.E. 82077 ON 11-10-2021

FREESE AND NICHOLS
10431 Morado Circle, Bldg. 5
Austin, Texas 78759
Phone: (512) 617-3100
Fax: (512) 617-3101
Web: www.freese.com

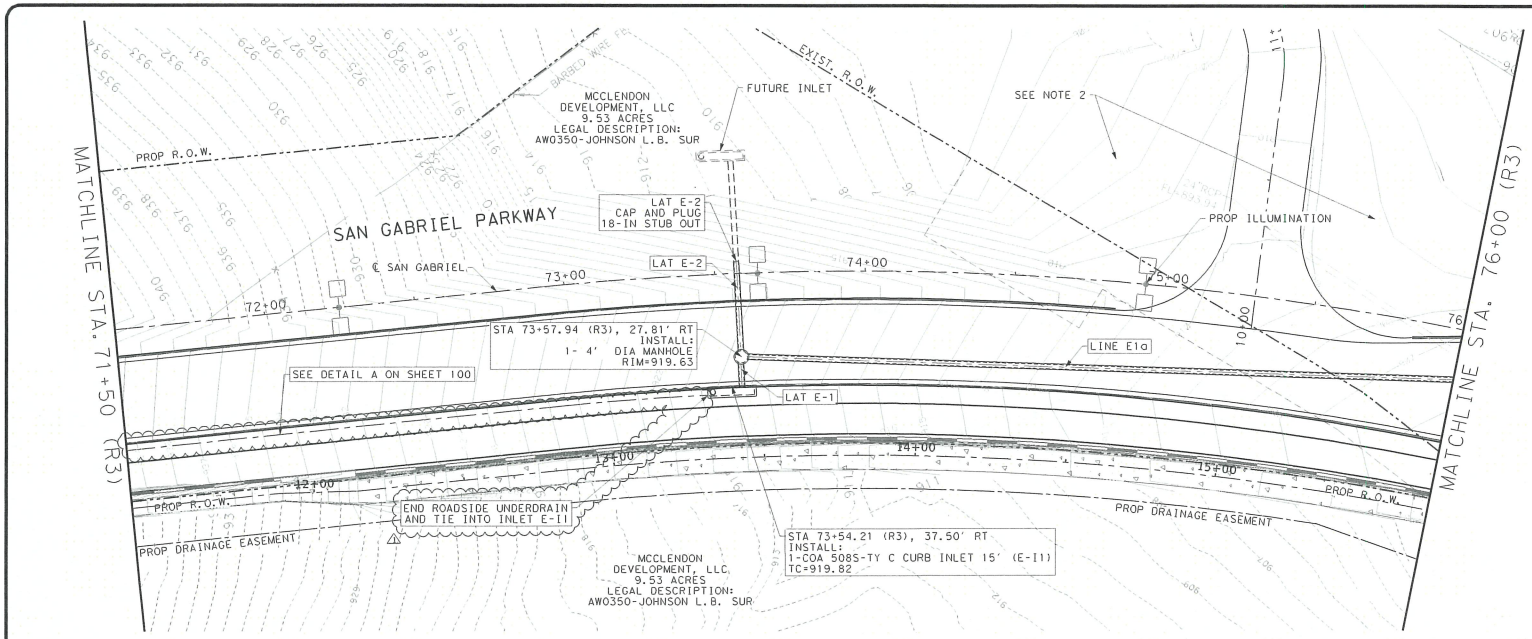
THE CITY OF LEANDER
SAN GABRIEL PARKWAY - PHASE 2
CIVIL
STORM DRAINAGE PLAN AND PROFILE
STA. 67+00 (R3) TO 71+50 (R3)

NO.	ISSUES	BY	DATE
1	PFI 11	OC	1/13/26

FBN JOB NO.		LN015545
DATE		8/19/25
DESIGNED	CK	
DRAWN	JL	
REVISED	JG	
CHECKED	OC	
FILE NAME		CV-SW-PP-DRAIN07.SHT

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scales.

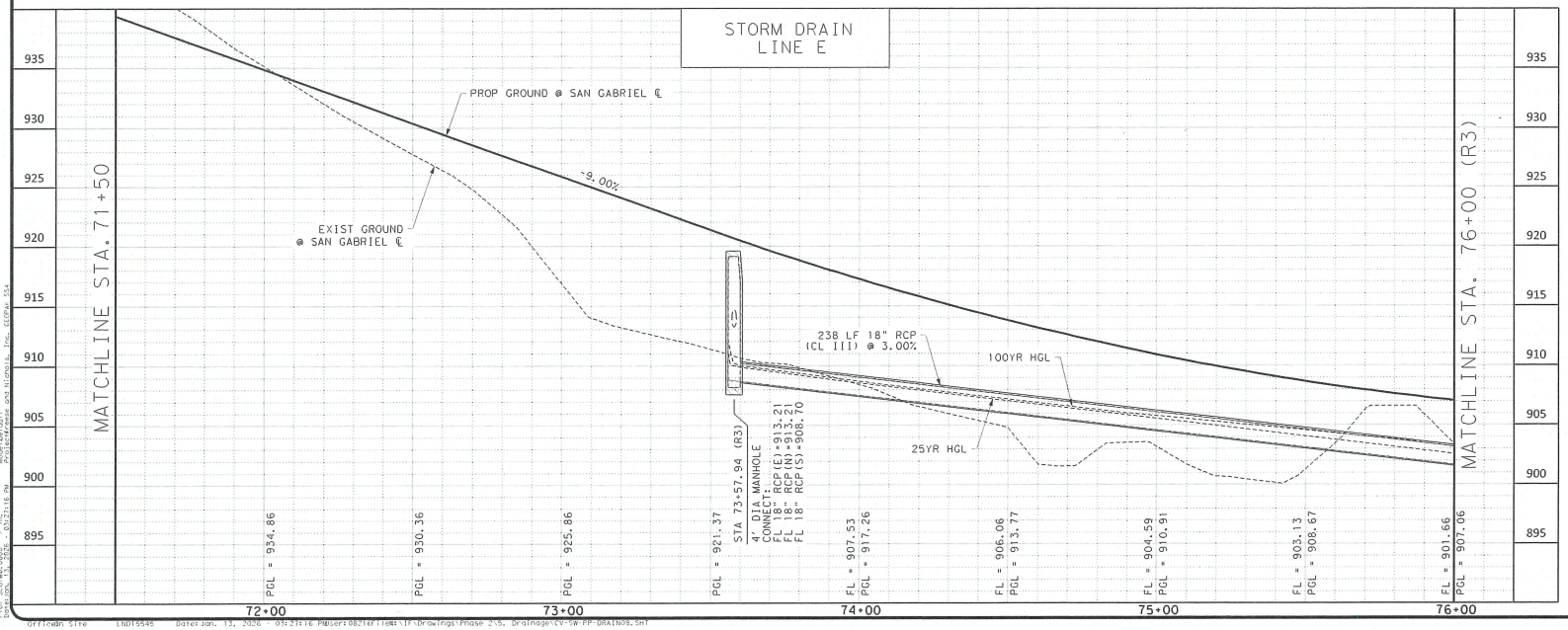
SHEET 100
SEQ. 214



LEGEND

- FUTURE STORM
- CONCRETE STRUCTURE
- 999 EXIST. CONTOURS
- 999 PROP. CONTOURS
- ROADSIDE UNDERDRAIN

NOTE:
1. COST OF CAP AND PLUG AND BENDS SUBSIDIARY TO PIPE COST PER LINEAR FOOT.
2. AREAS ADJACENT TO ROAD AND NEW DRIVEWAY SHALL BE FILLED TO AVOID PONDING. GRADE TO DRAIN AWAY FROM POND.



0 10' 20' 40'
HORIZONTAL SCALE
0 5' 10'
VERTICAL SCALE

SEAL APPLIES TO REVISION 1 ONLY

STATE OF TEXAS
OSCAR CORONADO
154133
LICENSED
PROFESSIONAL ENGINEER
01/13/2026

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2444

THE SEAL APPERARING ON THIS DOCUMENT WAS AUTHORIZED BY JEROME W. SCANLON III ON 08-22-2022

STATE OF TEXAS
JEROME W. SCANLON III
82077
REGISTERED
PROFESSIONAL ENGINEER

FREESE AND NICHOLS
10431 Morado Circle, Bldg. 5
Austin, Texas 78759
Phone: (512) 617-3300
Fax: (512) 617-3303
Web: www.freese.com

THE CITY OF LEANDER
SAN GABRIEL PARKWAY - PHASE 2
CIVIL
STORM DRAINAGE PLAN AND PROFILE
STA. 71+50 (R3) TO STA. 76+00 (R3)

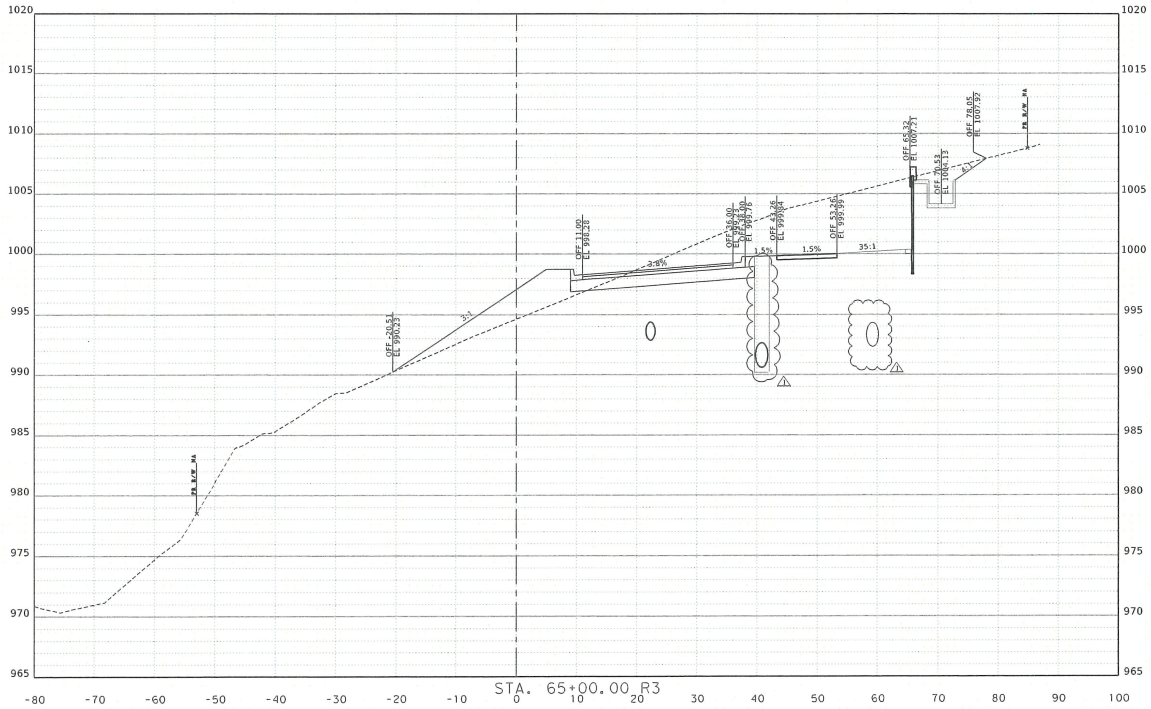
NO.	ISSUES	BY	DATE
1	RFI 11	DC	1-13-26

F&N JOB NO. LND15545
DATE 8/19/25
DESIGNED CK
DRAWN JL
REVISED JG
CHECKED OC
FILE NAME CV-SW-PP-DRAIN08.SHT

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET 101
SEQ. 214

NOTE:
UNDERDRAIN NOT DRAWN
TO SCALE FOR CLARITY.
SEE DETAIL SHEET 100.



SEAL APPLIES TO REVISION 1 ONLY

STATE OF TEXAS
OSCAR CORONADO
154133
LICENSED
PROFESSIONAL ENGINEER
01/13/2026

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. TREVINO 102438 (License) 08-25-2022

STATE OF TEXAS
CHRISTOPHER J. TREVINO
102438
LICENSED
PROFESSIONAL ENGINEER

FREESE AND NICHOLS
10431 Morado Circle, Building 3
Austin, Texas 78759
Phone: (512) 617-3100
Fax: (512) 617-3101
Web: www.freese.com

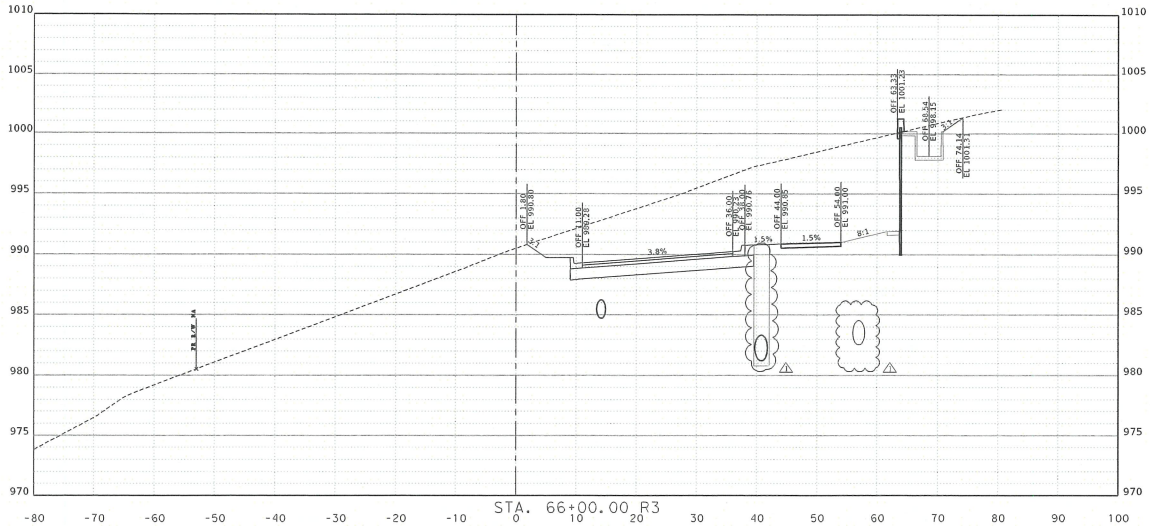
THE CITY OF LEANDER
SAN GABRIEL PARKWAY - PHASE 2
CIVIL
CROSS SECTIONS

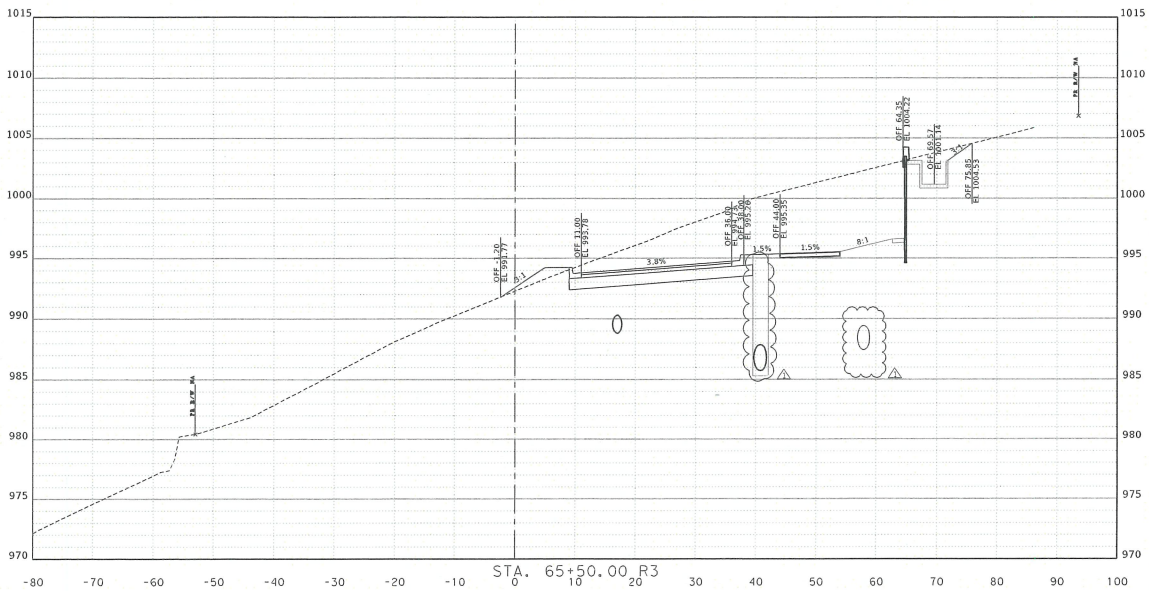
NO.	ISSUES	BY	DATE
1	REV 1	DC	1/13/26

F&N JOB NO. LND15545
DATE 8/19/25
DESIGNED
DRAWN
REVISED JG
CHECKED MB

VERIFY SCALE Bar is one inch on original drawing. If not one inch, adjust scale accordingly.

SHEET 200
SEQ. 214





NOTE:
UNDERDRAIN NOT DRAWN TO SCALE FOR CLARITY. SEE DETAIL SHEET 100.

SEAL APPLIES TO REVISION 1 ONLY

STATE OF TEXAS
OSCAR CORONADO
154133
LICENSED
PROFESSIONAL ENGINEER
01/13/2026

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. TREVINO P.E. 102438 ON 08-25-2022

STATE OF TEXAS
CHRISTOPHER J. TREVINO
102438
LICENSED
PROFESSIONAL ENGINEER

FREESE AND NICHOLS
2801 Network Blvd., Suite 205
Austin, Texas 78731
Phone: (512) 617-3100
Fax: (512) 617-3101
Web: www.freese.com

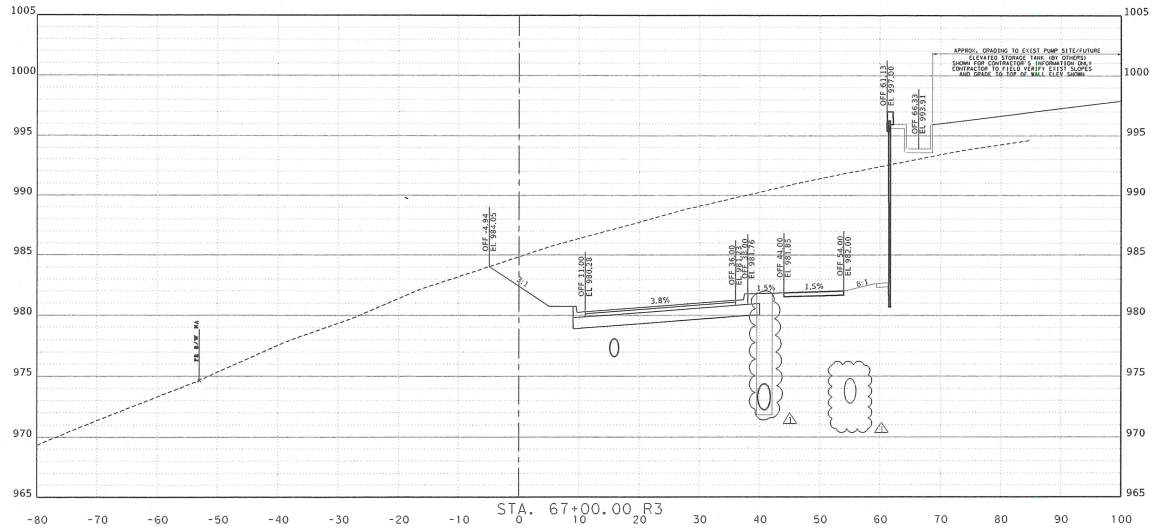
THE CITY OF LEANDER
SAN GABRIEL PARKWAY - PHASE 2
CIVIL
CROSS SECTIONS

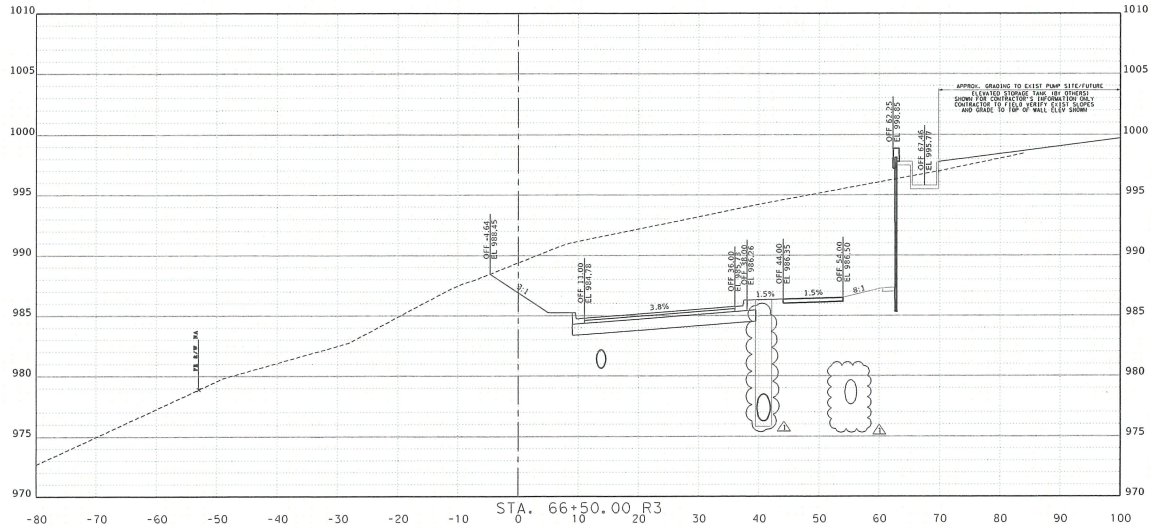
NO.	ISSUES	BY	DATE
1	Rev 1	GC	7/23/25

FAN JOB NO. LND15545
DATE 8/19/25
DESIGNED
DRAWN RECEIVED JL
CHECKED JG
REVIEWED MB

VERIFY SCALE Bar is one inch on original drawing. If not one inch, adjust scale to fit this sheet, adjust scale 02621*Phase 2 XS.dgn

SHEET 201
SEQ. 214





NOTE:
UNDERDRAIN NOT DRAWN TO SCALE FOR CLARITY. SEE DETAIL SHEET 100.

SEAL APPLIES TO REVISION 1 ONLY

STATE OF TEXAS
OSCAR CORONADO
154133
LICENSED
PROFESSIONAL ENGINEER
01/13/2026

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

STATE OF TEXAS
CHRISTOPHER J. TREVINO
102438
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. TREVINO ON 08-25-2022

FREESE AND NICHOLS
10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone: (512) 617-3100
Fax: (512) 617-3101
Web: www.freese.com

THE CITY OF LEANDER
SAN GABRIEL PARKWAY - PHASE 2
CIVIL
CROSS SECTIONS

NO.	ISSUES	BY	DATE
1	REV. 11	GC	1-13-26

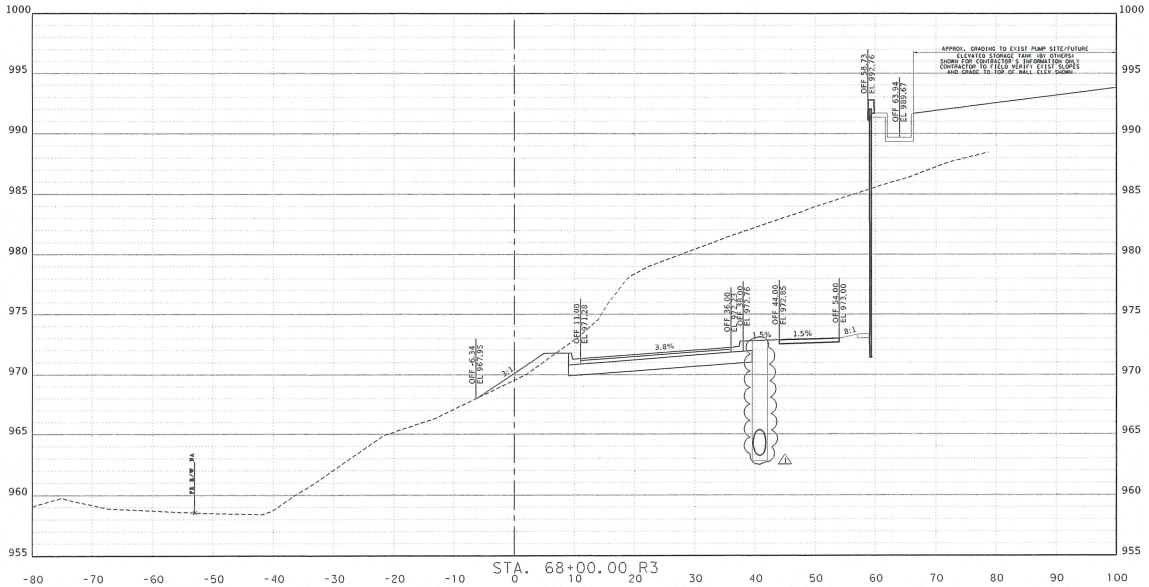
FSN JOB NO. LND15545
DATE 8/19/25
DESIGNED JL
DRAWN JG
REVISED
CHECKED MB

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale

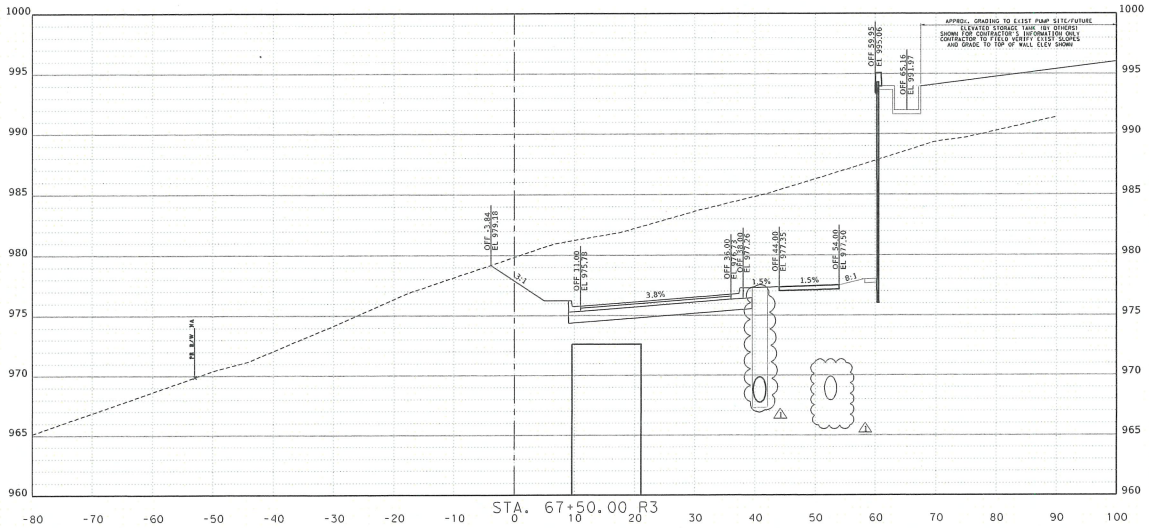
SHEET 202
OF SEQ. 214

Micrstation V8 (WMMS01)Office Site
Levels: 11 if Base\Phase 2\062621\Phase 2 XS.dgn
Levels: 11 if Base\Phase 2\062621\Phase 2 XS.dgn
Plot Scale 1.000000 Plot Origin 0.000,0.000
Plot Date 1/13/2026 1:34:27 PM MONGARGUAE
Plot Driver: PDF Printer Pwidth=36.00in
Copyright 2025 Bentley Systems, Incorporated and Freese and Nichols, Inc. GEOPAK 554

Office\ahn Site LND15545 Date:Jan. 13, 2026 - 03:42:27 PM User:0821 Office: I:\Base\Phase 2\062621\Phase 2 XS.dgn



NOTE:
UNDERDRAIN NOT DRAWN TO SCALE FOR CLARITY. SEE DETAIL SHEET 100.



SEAL APPLIES TO REVISION 1 ONLY

STATE OF TEXAS
OSCAR CORONADO
154133
LICENSED
PROFESSIONAL ENGINEER
01/13/2026

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. TREVINO ON 08-25-2022

STATE OF TEXAS
CHRISTOPHER J. TREVINO
102458
LICENSED
PROFESSIONAL ENGINEER

FREESE AND NICHOLS
10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone: (512) 617-3100
Fax: (512) 617-3101
Web: www.freese.com

THE CITY OF LEANDER
SAN GABRIEL PARKWAY - PHASE 2
CIVIL
CROSS SECTIONS

NO.	ISSUES	BY	DATE
1	REV 1	OC	1/13/26

FRN/JOB NO. LND15545
DATE 8/19/25
DESIGNED JL
DRAWN
REVIEWED JG
CHECKED MB

VERIFY SCALE Bar is one inch on original drawing. If not one inch, adjust scale to fit this sheet, adjust scale to fit this sheet.

SHEET 203
SEQ. 214

NOTE:
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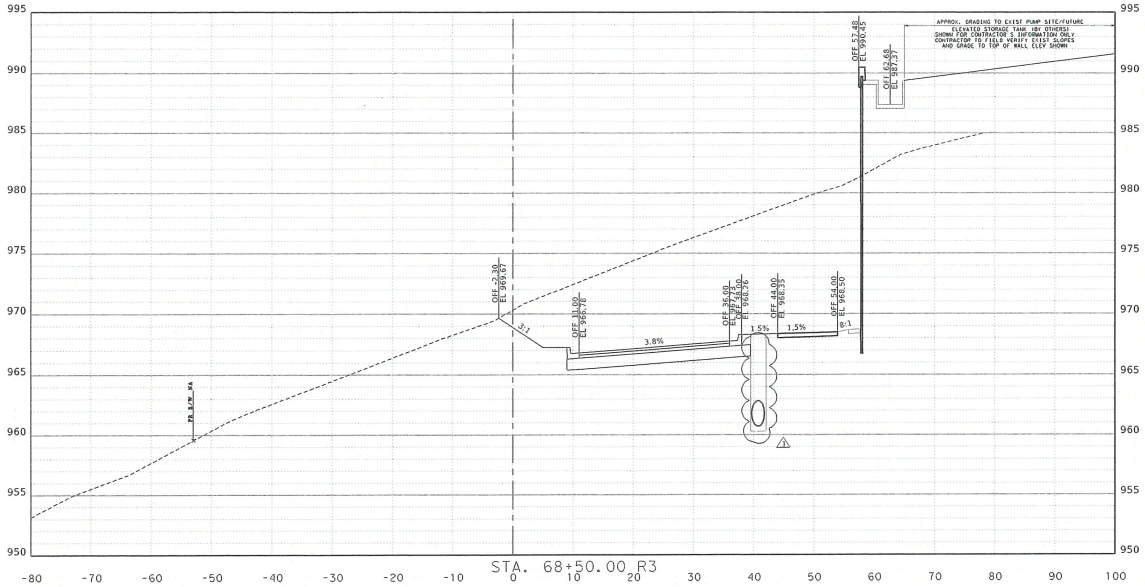

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FAN JOB NO. LN015545
DATE 8/19/25
DESIGNED
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CHECKED MB

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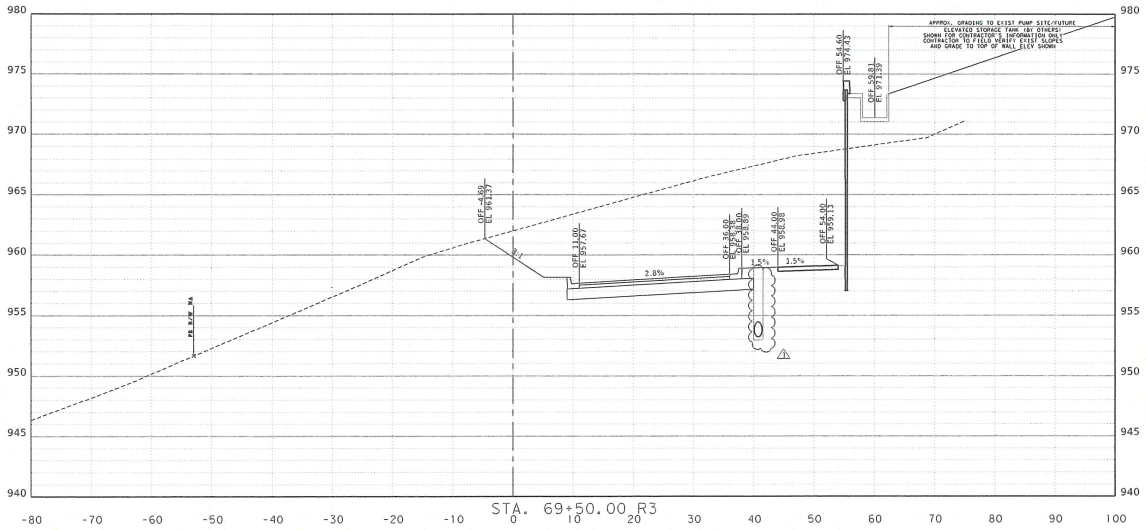
FILE NAME 0621621*Phase 2 XS.dgn

SHEET 204
SEQ. 214



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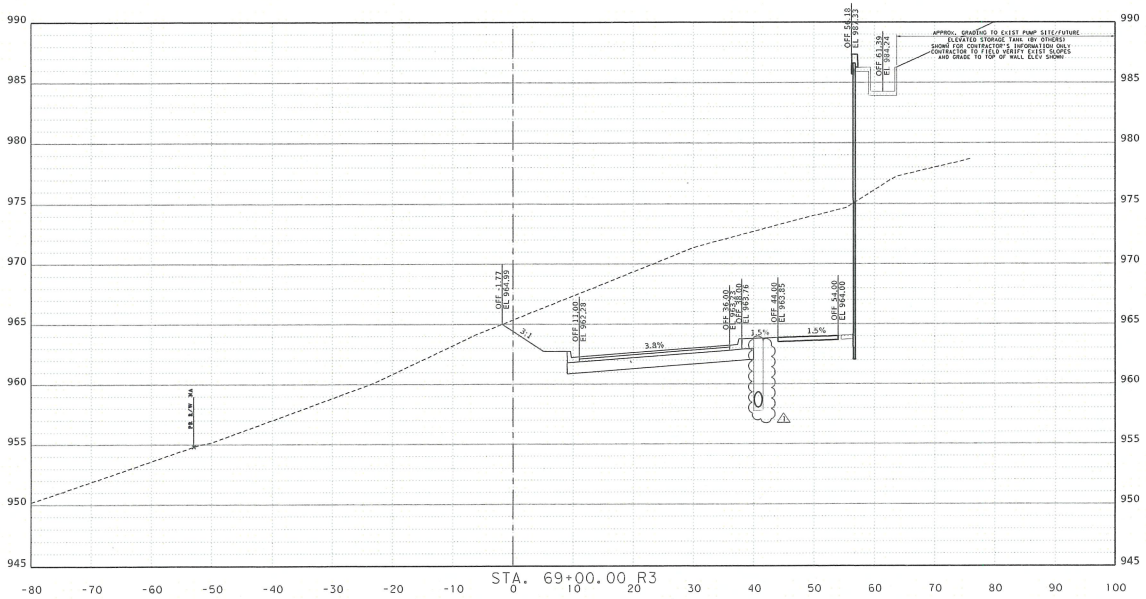

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THE CITY OF LEANDER
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DATE 8/19/25
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SHEET 205
SEQ. 214

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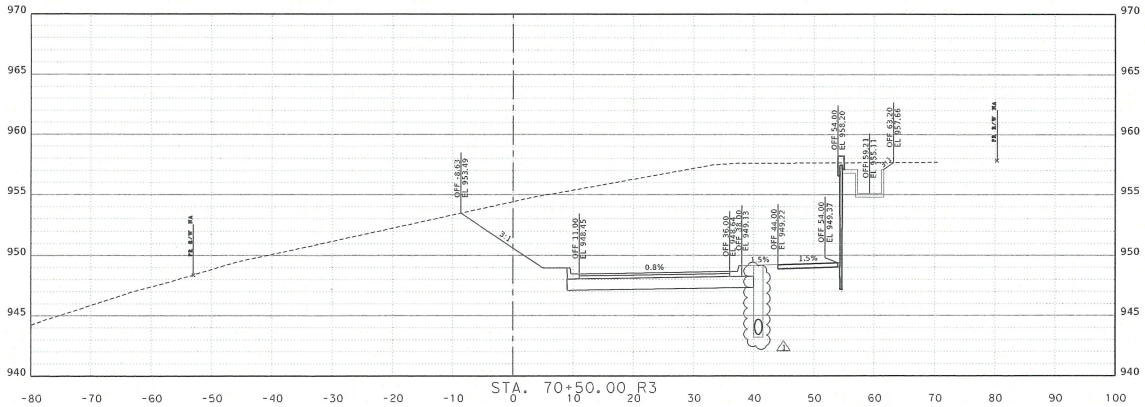

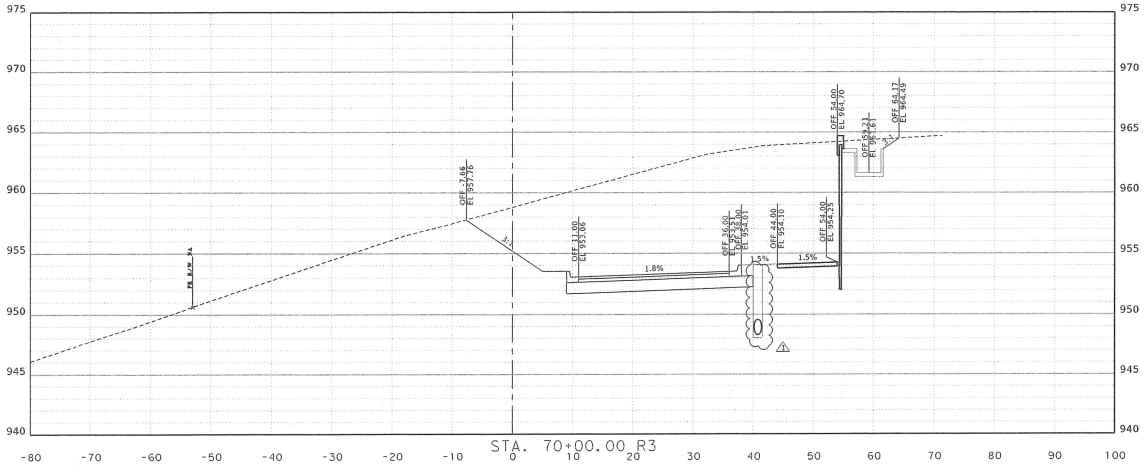

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10431 Morado Circle, Suite 300
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Fax: (512) 617-3301
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THE CITY OF LEANDER
SAN GABRIEL PARKWAY - PHASE 2
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DATE	8/19/25
DESIGNED	
DRAWN	JL
REVISED	
CHECKED	JC
APPROVED	MB

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale 062621*Phase 2 XS.dgn

SHEET 206
SEQ. 214

Microstation V8 LNDMN\Officeon Site
LND15545, 01-IF\Base\Phase 2\062621*Phase 2 XS.dgn
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Plot Scale: 100% Plot By: JW Model: DEFAULT
Plot Driver: PDF Driver by Microsoft Inc. GEOPDF.554

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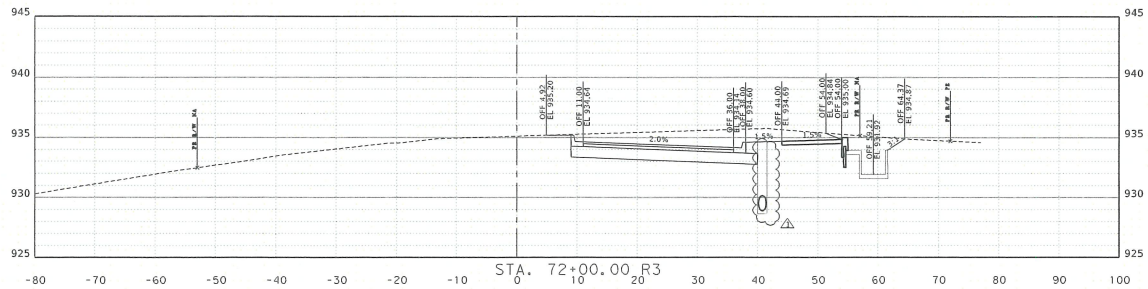

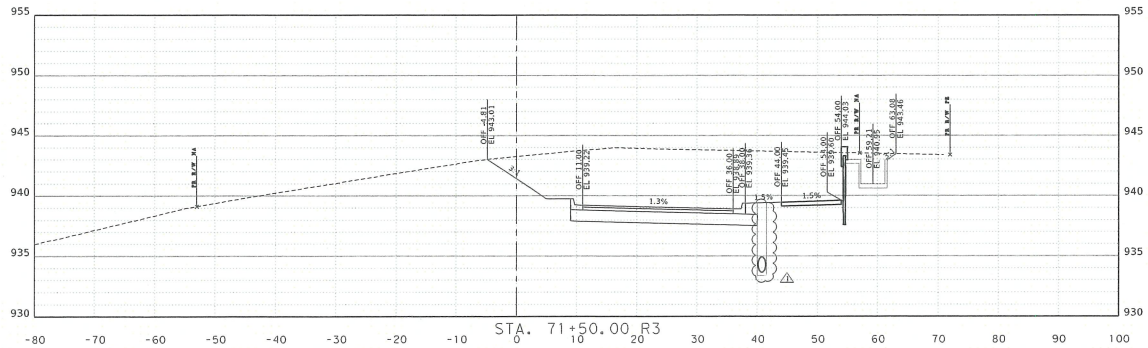

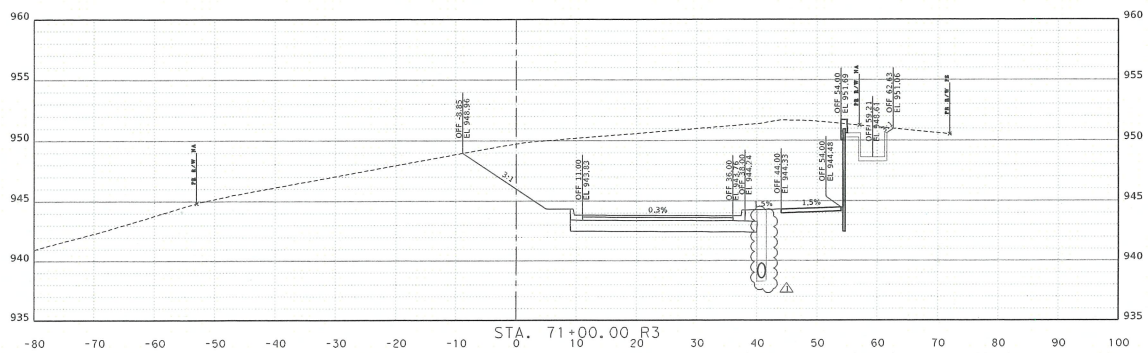

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STATE OF TEXAS
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102430
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ON 08-25-2022

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THE CITY OF LEANDER
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DRAWN	
REVISED	JC
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Microstation V8 (WEBMS)/Official Site
LN015545 Date: Jan. 13, 2026 - 03:40:08 PM User: I0821 Cell: LN4M \IF\Base\Phase 2\062621*Phase 2 XS.dgn
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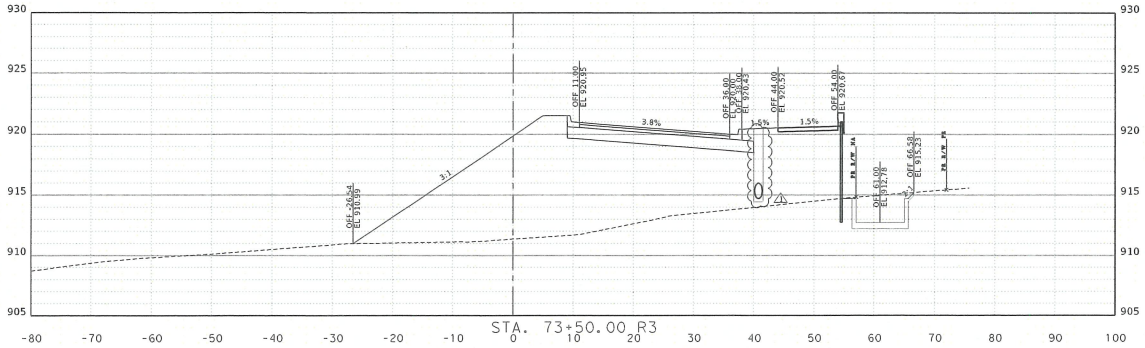
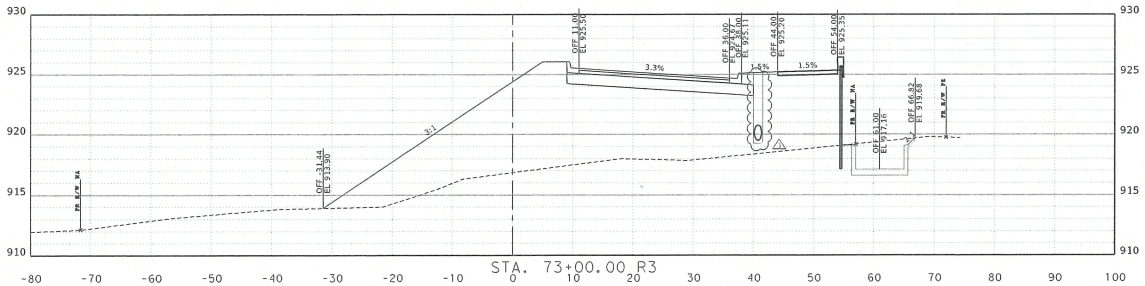
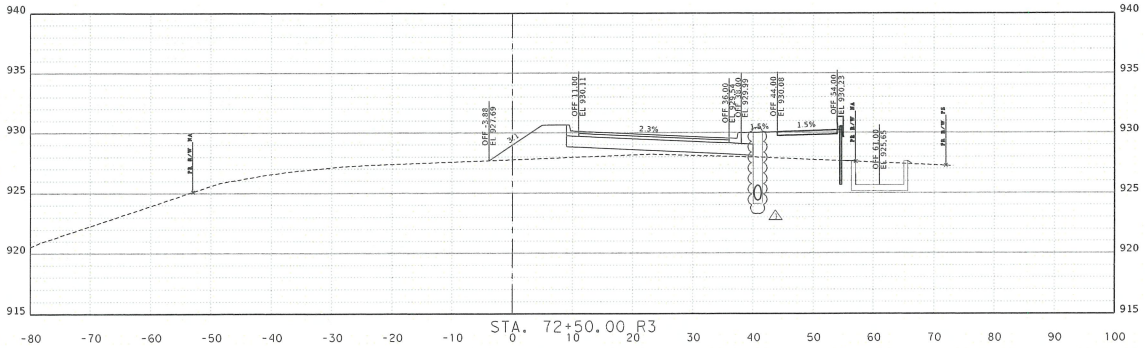
Plot Driver: PDF Driver - Adobe PDF Printer Pen Table: Standard.tbl
Plot Scale: 1:20 Plot Date: Jan. 13, 2026 - 03:40:08 PM Model: Default
Copyright: Freese and Nichols, Inc. (FEDR) 554

SHEET 207
SEQ. 214

Official Site LN015545 Date: Jan. 13, 2026 - 03:40:08 PM User: I0821 Cell: LN4M \IF\Base\Phase 2\062621*Phase 2 XS.dgn







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STATE OF TEXAS
OSCAR CORONADO
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FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

STATE OF TEXAS
CHRISTOPHER J. TREVINO
102438
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PROFESSIONAL ENGINEER

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FREESE AND NICHOLS
24431 Morado Circle, Suite 300
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Phone: (512) 617-3300
Fax: (512) 617-3310
Web: www.freesenichols.com

THE CITY OF LEANDER
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NO.	ISSUES	BY	DATE
1	RFI 11	DC	1/13/26

F&N JOB NO.	LN015545
DATE	8/19/25
DESIGNED	JL
DRAWN	
REVISED	JC
CHECKED	MB

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale 862621-Phase 2 XS.dgn

SHEET 208
SEQ. 214

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AGENDA ITEM # 12

EXECUTIVE SUMMARY
5/7/2026

AGENDA SUBJECT:
Acceptance of public infrastructure improvements for Northpoint (PICP-21-0044) to include streets and water.

BACKGROUND:
Approximately $98,306 in required public infrastructure for streets and water for Northpoint (PICP-21-0044) has been installed, inspected, and is substantially completed and is now ready for acceptance by the City. The extension of public infrastructure in accordance with city ordinance and master plans will provide additional sales revenue and promote future development in the area.

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.

The maintenance bond will commence its two (2) year term upon City Council acceptance, as anticipated, on May 7, 2026, which will provide warranty and maintenance coverage for the public infrastructure improvements through May 7, 2028. The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the maintenance bond to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

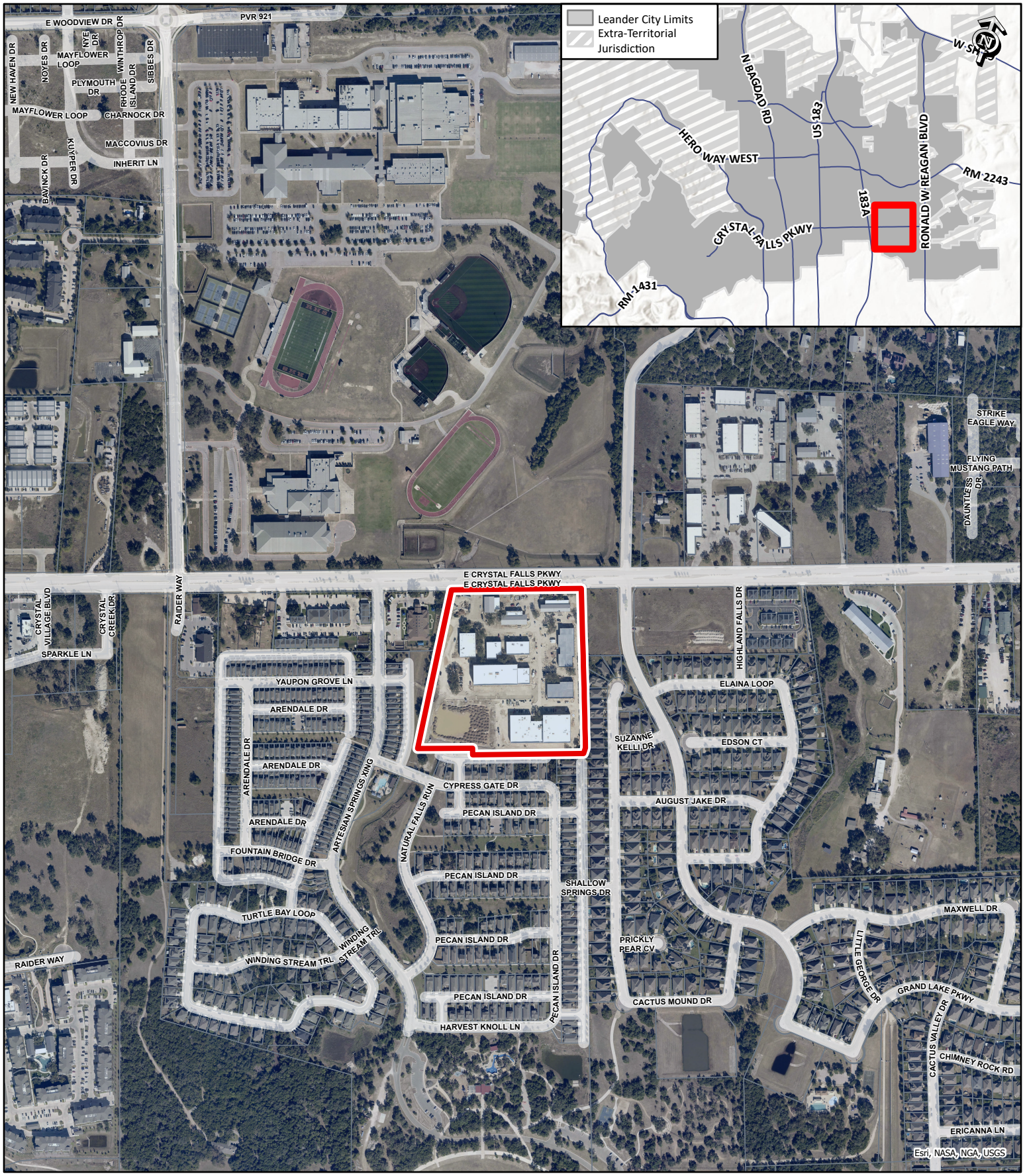
RECOMMENDATION:
Staff recommends that the City Council accept public infrastructure improvements for Northpoint (PICP-21-0044) to include streets and water.

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

Fiscal Impact

Attachments:

1. Northpoint Acceptance Documents



SUBDIVISION ACCEPTANCE

Northpoint - PICP-21-0044

City of Leander Geographic Information Systems

Accepted Subdivision

City Limits

Extra-Territorial Jurisdiction

N

0 500 1,000

Feet

DEMING DESIGNS & ASSOCIATES

Registered Accessibility Specialists
DESIGN ● CONSULTATION ● PLAN REVIEWS ● INSPECTIONS
16222 Crystal Hills Dr.| Austin, TX | 78737

April 10, 2026

Mr. Chris Tomhave
701 S. Lamar St, Suite C
Austin, TX 78704
Email: ctomhave@topo-dg.com

Re: TAS Assessment of Pedestrian Elements located within the Public Right-of-Way at
10880 Crystal Falls Pkwy
Leander, TX 78641

TAS ASSESSMENT - SUBSTANTIAL COMPLIANCE LETTER

Mr. Tomhave,

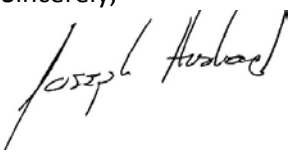
I visited the project referenced above on April 10, 2026 and observed the newly constructed pedestrian elements that are provided within the limits of the Public Right-of-Way at 10880 Crystal Falls Pkwy. Pedestrian elements that were observed include pedestrian routes that cross two new vehicle driveways, new curb ramps on both side of the two new driveways, and two new sidewalks that extend from the south side of the public sidewalk to the property line on the south side of Public Right-of-Way at Crystal Falls Parkway. The focus of my visit was to look for compliance with the 2012 Texas Accessibility Standards (TAS).

To the best of my knowledge and ability, the pedestrian elements and space that are listed in the paragraph above were found to be constructed in substantial compliance with the requirements of the 2012 Texas Accessibility Standards (TAS). The requirements of TAS are intended to be consistent with the requirements of the 2010 ADA Standards for Accessible Design.

This letter is not a TAS Inspection Report. This letter does not release the owner of the property from the owner's responsibility of submitting plans for TAS plan review and arranging a TAS inspection of the facility. This letter does not address the requirements of the Americans with Disabilities Act or any other state, local, or Federal law or requirement.

If you have any questions regarding these observations, please contact me.

Sincerely,



Joseph Husband
Registered Accessibility Specialist No. 27
Email: Joseph@Deming-Designs.com

Engineer's Concurrence
for Project Acceptance

Project: Northpoint **Date:** 3/2/26

City of Leander Issued Permit Number: 21-PICP-044

Owner's Name & Address	**Consultant Engineer's Name & Address**
Barry Cox	Darren Huckert, P.E.
1320 Arrow Point Dr, Suite 201	9106 Wheat Cross Dr
Cedar Park, TX 78613	Houston, TX 77095

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.

STATE OF TEXAS
DARREN HUCKERT
101112
LICENSED
PROFESSIONAL ENGINEER
03/03/2026

Signature

Darren Huckert
Typed Name

GarzaEMC, LLC
Engineering Firm Name

F-14629
Registered Engineering Firm Number

(SEAL)

MAINTENANCE BOND
Subdivision Improvements

BOND NO.:PB10549400494

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Navcon Group, LLC as Principal, whose address is 4801 University Blvd., Ste. 300, Round Rock, TX and Phildelphia Indemnity Insurance Company a Corporation organized under the laws of the State of Pennsylvania, 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 Ninety Eight Thousand Three Hundred and Six Dollars and No cents Dollars ($98,306.00) 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 Northpoint Public Waterline - 1st Extension Request Granted PERMIT NUMBER PICP-21-0044 (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 the 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 18th day of March, 2026.

Navcon Group, LLC	Phildelphia Indemnity Insurance Company
Principal	Surety
By:	By: (Kenneth Nitsche)
Title: PRESIDENT	Title: Attorney-In-Fact
Address: 4801 University Blvd., Ste. 300	Address: One Bala Plaza, Ste. 100
Round Rock, TX 78665	Bala Cynwyd, PA 19004

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

The Nitsche Group, 143 E. Austin, Giddings, TX 78942

(Seal)

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Robert James Nitsche, Craig Parker, Kenneth Nitsche, Nina Smith, Gary Nitsche, Robert Nitsche, Jennifer J. Biehle and/or Randy Croix of The Nitsche Group,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

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

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

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

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

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

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

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2028

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of March, 20 26.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

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

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

3/4/2026

Zach Whitlock
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attn,

The following is the information as applicable for all of this project.

Final Plat Legal Name as Recorded: Northpoint PICP-21-0044
Name on Approved Construction Documents: Darren Huckert, P.E.
Name on Bank Bond for Fiscal Posting: Chris Tomhave
(Ensure that each relevant item being submitted is included above)

COSTS CATAGORIES	AMOUNT
Streets	19,406
Drainage	NA
Water	78,900
Wastewater	NA
Streetlights	NA
TOTAL	$98,306

Add other relevant information. For example of related items such as a maintenance bond and how much of the value is applied to said item.

Total Improvements = $98,306.00
Maintenance Bond = $98,306.00

An example of related items such as the inspection fees and how much of the value is applied to said item.

Total Improvements = $98,306.00
Currently Paid Inspection Fees = $0.00
Inspection Fees (3.5%) = $3,440.71
Remaining Insp. Fees to be Paid = $3,440.71

[Contact information if not posted elsewhere on this document, to include email, phone number, and address.]

[Sign and Seal from a Texas Licensed Professional Engineer]

Presley Good
pgood@garzaemc.com
713-491-6039

GarzaEMC
9106 Wheat Cross Dr
Houston, TX 77095

STATE OF TEXAS
PRESLEY R. GOOD
151783
LICENSED
PROFESSIONAL ENGINEER

Updated 10.20.14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF Williamson

Date: 3/17/26

Developer: TDG Northpoint Crystal Falls, LP

Contractor/Material
Provider ("Affiant"): NAVCON Group, LLC

Project: Leander Union

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.

SUBSCRIBED AND SWORN TO BY Affiant on this 17th day of March, 2026.

Initialed: _____

Updated 10.20.14

AFFIANT:

Signature: _____

Typed Name: Ross Schneider

Title: President

STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Ross Schneider, 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 17th day of March 2026.

[S E A L]

Jackilyn White
Notary in and for the State of Texas

Name: Jackilyn White

My commission expires: 07/12/2029

NOTARY PUBLIC STATE OF TEXAS
JACKILYN WHITE
MY COMMISSION EXPIRES
July 12, 2029
NOTARY ID: 133207876

Initialed: _____

AGENDA ITEM # 13

EXECUTIVE SUMMARY
5/7/2026

AGENDA SUBJECT:
Acceptance of public infrastructure improvements for Gateway 29 (PICP-23-0072) to include: streets, drainage, water and wastewater.

BACKGROUND:
Approximately $1,331,990.00 in required public infrastructure for streets, drainage, water and wastewater for Gateway 29 (PICP-23-0072) has been installed, inspected, and is substantially completed. The completed public infrastructure will provide the legal subdivision of the property with access to city provided public services like transportation, water, and wastewater for orderly, safe and healthful development to promote the health, safety and general welfare of the property. The extension of public infrastructure in accordance with city ordinance and master plans will provide additional sales revenue and promote future development in the area.

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. Gateway 29 consists of 34.722 Acres with 13 Commercial Lots.

The maintenance bond will commence its two (2) year term upon City Council acceptance, as anticipated, on May 7, 2026, which will provide warranty and maintenance coverage for the public infrastructure improvements through May 7, 2028. The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the maintenance bond to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

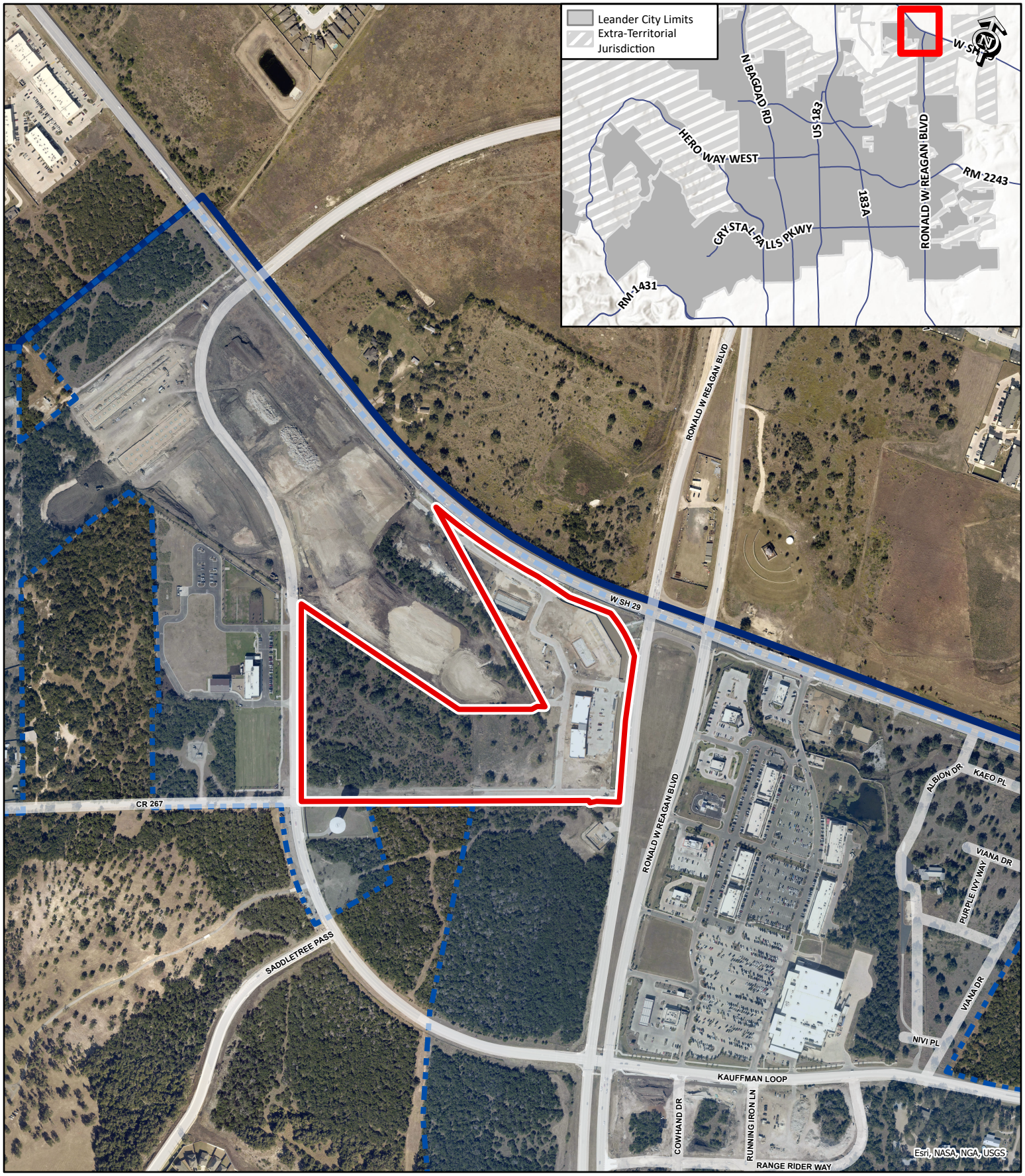
RECOMMENDATION:
Staff recommends that City Council accept public infrastructure improvements for Gateway 29 (PICP-23-0072) to include streets, drainage, water and wastewater.

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

Fiscal Impact

Attachments:

1. Gateway 29 Acceptance Documents



SUBDIVISION ACCEPTANCE

Gateway 29 - PICP-23-0072

City of Leander Geographic Information Systems

Accepted Subdivision

City Limits

Extra-Territorial Jurisdiction

N

0 500 1,000

Feet

Engineer's Concurrence
for Project Acceptance

Project: Gateway 29 PICP **Date:** 03/12/2026

City of Leander Issued Permit Number: PICP-23-0072

Owner's Name & Address	**Consultant Engineer's Name & Address**
Samir Maredia	Charles R. Hager V, P.E.
Gateway 29 Real Estate, LLC	LJA Engineering, Inc.
1624 Sunset Vista Bend; Leander, TX 78641	7500 Rialto Blvd, Bldg 2, Ste 100, Austin TX 78735

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.

CRHager

Signature

Charles R. Hager, V

Typed Name

LJA Engineering, Inc.

Engineering Firm Name

Firm# 1386

Registered Engineering Firm Number

3/12/2026

STATE OF TEXAS
CHARLES R. HAGER V
127034
LICENSED
PROFESSIONAL ENGINEER

Samir Maredia
8481 HWY 29
Georgetown, Texas - 78628 United States
3/4/2026

TABS2026014041

GATEWAY 29 PICP
GATEWAY 29 PICP
W. STATE HWY. 29 & RONALD REAGAN BLVD , Leander, TX 78628,Williamson

Inspection Completed – No Violations

Dear Mr. Maredia

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

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

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 concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of records for this facility, contact Stephen Meyer at 210-250-1651.
Please reference the TABS number in all future correspondence pertaining to this project

Asa Meyer RAS #1735
4954
CC:

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Gateway 29 Real Estate, LLC. as Principal, whose address is 11940 Jollyville Rd. 100N Austin TX 78759 and Insurors Indemnity Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum Of One hundred thirty-three thousand, one hundred ninety nine Dollars and 00/100 ($133,199.00) 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 ***Gateway 29 PICP*** **PICP-25-0196** (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 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 the 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 25th day of March, 2026.

Principal	Surety
By: Samir Maredia	By: SO Stanson
Title: Owner	Title: Attorney-in-fact
Address: 11940 Jollyville Rd Suite 110N Austin TX 78759	Address: 225 South 5th Street Waco, TX 76701

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

Assured Partners of Texas
1120 S. Capital of Texas Hwy Suite 300 Austin, TX 78746

(Seal)

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-26-0006770-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of TEXAS, and authorized and licensed to do business in the State of TEXAS and the United States of America, does hereby make, constitute and appoint

JD Steanson of the City of Austin, State of TEXAS

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge, and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to -wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 1st day of January, 2025, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Cheyenne Wasden
Notary Public, State of Texas

CHEYENNE WASDEN
Notary ID # 13367362-3
My Commission Expires
08-30-2030

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 25th day of March 2026.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

IIC 2-22-025

INSURORS
INDEMNITY COMPANIES

Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

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 at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

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1-877-816-2800

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el 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:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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.

March 23, 2026

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

Attn,

The following is the information as applicable for the cost of public improvements of this project (Gateway 29 PICP-23-0072).

Final plat Legal Name as Recorded: Gateway 29 Final Plat (2024031171) &
Gateway 29 Lot 6 Block A Replat (2025075403)
Name on Approved Construction Documents: Gateway 29 Public Improvement Construction Plans
Name on Bank Bond for Fiscal Posting: _____

Cost Categories	Amount
Streets	$354,000.00
Drainage	$245,990.00
Water	$325,000.00
Wastewater	$407,000.00
Total:	**$1,331,990.00**

Maintenance Bond:

Total Improvements = **$1,331,990.00**
Maintenance Bond (10%) = **$133,199.00**

Inspection Fees:

Total Improvements =	$1,331,990.00
Currently Paid Inspection Fees =	$145,950.00
Actual Inspection Fees (3.5%) =	$46,619.65
Remaining Insp. Fees to be Refunded =	**($99,330.35)**

Contact Information:

OWNER / DEVELOPER
Gateway 29 Real Estate LLC
Samir Maredia
samirsmaredia@gmail.com
832-713-4985
1624 Sunset Vista Boulevard, Leander TX 78641

ENGINEER
LJA Engineering, Inc.
Charles R. Hager V, P.E.
chager@lja.com
521-439-4700
7500 Rialto Blvd, Austin, TX 78735

STATE OF TEXAS)
)
COUNTY OF BELL)

BILLS PAID AFFIDAVIT OF ORIGINAL CONTRACTOR

BEFORE ME, the undersigned authority, on this day personally appeared Sohil Maknojia, known to me to be the person whose name is subscribed hereto and upon his/her oath deposes and says:

1. "My name is Sohil Maknojia. I am over eighteen years of age. I have personal knowledge of the facts stated by me in this Affidavit and they are true and correct. I have never been convicted of any felony or of any crime involving moral turpitude and am fully competent to make this Affidavit.

2. "I am the President of Motiv Construction LLC ("Contractor") and am authorized to make the statements herein made by me on behalf of Contractor and such statements shall be binding upon Contractor.

3. "Contractor's business address is:
   Motiv Construction LLC
   11940 Jollyville Rd, #110N
   Austin, Texas 78759

4. "Contractor supplied labor and/or materials under an original contract with Gateway 29 Real Estate LLC, a Texas limited liability company ("Owner"), the owner of the Construction Site (herein so called) situated at 8351 W SH 29 Liberty Hill, TX 78642 incorporated herein for all purposes. Contractor has paid each of its subcontractors, laborers, and materials in full for all labor and materials provided to it for construction on the Construction Site.

5. "The construction of, or work on, the improvements was completed on or before 3/2/2026.

6. Affiant understands that Owner, **Frontier Bank of Texas** (Owner's lender) and the title insurance company have required this affidavit as a condition of payment for labor or materials used in construction of the Improvements.

7. In consideration of the funds paid to Contractor by Owner in reliance on this affidavit, Contractor waives and releases all of Contractor's statutory and constitutional mechanic's lien rights connected with the construction of the Improvements.

8. Contractor agrees to indemnify and hold Owner, Owner's lender harmless from any loss or expense resulting from false or incorrect information in this affidavit.

9. "The undersigned is aware that any false or misleading statements contained in this Affidavit constitute a Class A misdemeanor under Section 53.085 of the Texas Property Code and may be subject to a fine of up to $4,000.00 or one year in jail or both."

Affiant:

_____
(Signature)

SOHIL MAKNOJIA
(Printed Name and Title)

STATE OF TEXAS)
)
COUNTY OF Travis)

This instrument was subscribed and sworn before me on the 2nd day of March, 2026.

_____
NOTARY PUBLIC, STATE OF TEXAS
Dirgha Kafle
(Notary's Printed Name)
My Commission Expires: Nov 8 2026

DIRGHA KAFLE
Notary ID #134055519
My Commission Expires
November 8, 2026

AGENDA ITEM # 14

EXECUTIVE SUMMARY
5/7/2026

AGENDA SUBJECT:
Acceptance of public infrastructure improvements Blockhouse Creek Farm (PICP-21-0032) to include streets, drainage, water, wastewater and streetlight improvements.

BACKGROUND:
Approximately $1,427,127.00 of public infrastructure improvements for Blockhouse Creek Farm have been installed, inspected, and are substantially completed. All documentation required for acceptance of this project has been received, including RAS letter, engineer's concurrence letter, final cost summary, maintenance bond, affidavit of all bills paid, record drawings, electronic files, inspection reports and certified test results. The extension of public infrastructure in accordance with city ordinance and master plans will provide additional sales revenue and promote future development in the area. The City of Leander will maintain ownership of these public facilities to ensure they effectively support and stimulate local economic development.

The maintenance bond will be valid for a two (2) year period upon City Council acceptance, as anticipated, on May 7, 2026, which will provide warranty and maintenance coverage for the public infrastructure improvements through May 7, 2028. The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the maintenance bond to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

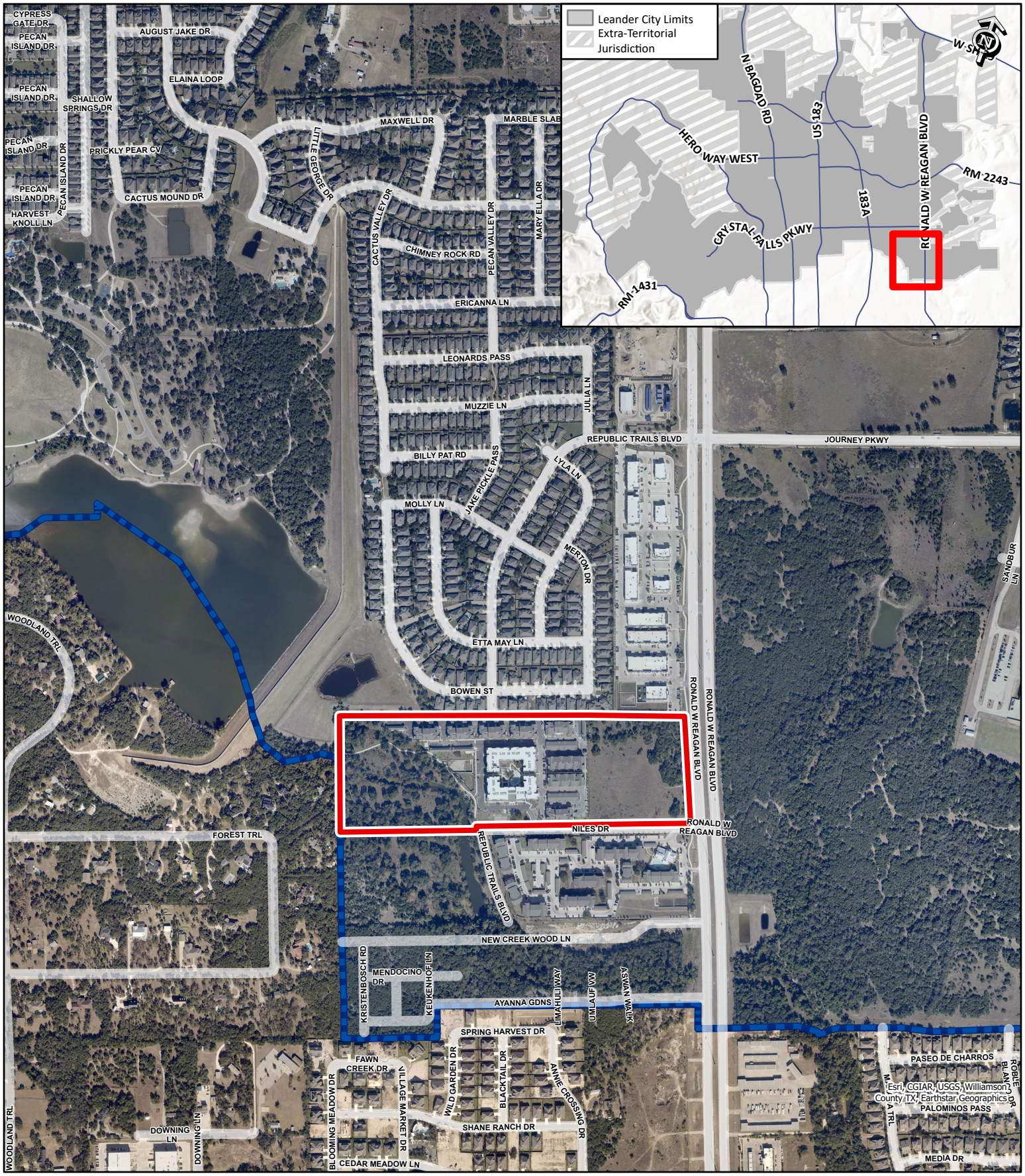
RECOMMENDATION:
Staff recommends that City Council accept public infrastructure improvements for Blockhouse Creek Farm (PICP-21-0032) to include streets, drainage, water, wastewater and streetlight improvements.

PRESENTER:
Emily Truman, P.E., CFM, PMP**,** City Engineer

Fiscal Impact

Attachments:

1. Blockhouse Creek Farm Acceptance Documents



SUBDIVISION ACCEPTANCE

Blockhouse Creek Farm - PICP-21-0032

City of Leander Geographic Information Systems

Accepted Subdivision

City Limits

Extra-Territorial Jurisdiction

N

0 500 1,000

Feet

23 February 2026

Lisa Kro
Ryan Block House Creek Member, LLC
533 South Third Street #100
Minneapolis, MN 55415

RE: AbyD Project #: 5363.01 HPA
TABS #: TABS2022002856
Oak House Apartments
(Blockhouse Creek Farm - Leander Project #PICP-21-0032)
2501 Niles Dr
Leander, TX 78641

CORRECTIVE MODIFICATIONS - NO VIOLATIONS

Dear Lisa Kro:

Your submittal regarding the referenced violations pending report has been reviewed. We are pleased to inform you that all items cited in the inspection report appear to be in substantial compliance with requirements of the Texas Government Code, Chapter 469.

These 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.

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.

Respectfully,

Kimberly J Goss
RAS #51

Engineer's Concurrence
for Project Acceptance

Project: Blockhouse Creek Farm - Leander **Date:** 3/5/2026

City of Leander Issued Permit Number: PICP-21-0032

Owner's Name & Address	**Consultant Engineer's Name & Address**
Ryan BB-Block House Creek, LLC	GarzaEMC, LLC.
533 South Third Street, Suite 100	9441 N. Capital of Texas Highway
Minneapolis, MN 55415	Plaza 1, Suite 340, 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.

STATE OF TEXAS
JONAH D. MANKOVSKY
110095
LICENSED
PROFESSIONAL ENGINEER

3/5/2026
F-14629

Signature

Jonah Mankovsky, P.E.
Typed Name

GarzaEMC, LLC.
Engineering Firm Name

TBPE No. F-14629
Registered Engineering Firm Number

April 6, 2026

Ashish Pant, PE
Senior Engineer, City of Leander
201 N Brushy Street
Leander, Texas 78641

Attn,

The following is the information as applicable for Blockhouse Creek Farm – Leander (PICP-21-0032).

Final Plat Legal Name as Recorded: Blockhouse Creek Farm - Leander
Name on Approved Construction Documents: Blockhouse Creek Farm - Leander
Name on Bank Bond for Fiscal Posting: Blockhouse Creek (Niles Drive)

Cost Categories	**Amount**
Streets	$614,480.00
Drainage	$522,585.00
Water	$34,046.00
Wastewater	$137,059.00
Streetlights	$118,957.00
TOTAL	$1,427,127.00

Total Improvements = $1,427,127.00
Maintenance Bond (10%) = $142,712.70

Inspection fee settle up:

- **Original Calculation:**
  - Estimated Construction Cost: $744,243.00
  - Inspection Fees (3.5%): $26,048.51
- **Revised Calculation:**
  - Final Construction Cost: $1,427,127.00
  - Revised Inspection Fees (3.5%): $49,949.44

GarzaEMC, LLC
7708 Rialto Blvd.
Suite125
Austin, Texas 78735
o: 512.298.3284
f: 512.298.2592
www.garzaemc.com
TBPE No. F-14629

- **Amount Due (difference between original fees and actual): $23,900.93**

If you have any questions or require additional information, please do not hesitate to contact me at (512) 325-3946.

Sincerely,

GarzaEMC, LLC

Jonah Mankovsky, P.E.
Senior Project Manager

STATE OF TEXAS
JONAH D. MANKOVSKY
110095
LICENSED
PROFESSIONAL ENGINEER

4/6/2026
F-14629

Attachments: CMC Pay Application breakdown

Bond No. 108386153

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that _Ryan BB-Block House Creek LLC as Principal, whose address is __533 S 3rd St. STE 100, Minneapolis, Minnesota 55415 and Travelers Casualty and Surety Company a Corporation organized under the laws of the State of Connecticut, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of one hundred forty-two thousand seven hundred twelve dollars and sixty-three cents($_142,712.63_) 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 *Blockhouse Creek (Niles Drive) PICP-21-0032* (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 the 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 10th day of February, 2025.

Ryan BB-Block House Creek, LLC	Travelers Casualty and Surety Company
Principal	Surety
By: Ryan Block House Creek Member, LLC, Manager	
By:	By:
Title: Manager	Title: Joshua R. Loftis, Attorney-in-Fact
Address: 533 South 3rd Street, Suite 100	Address: One Tower Square
Minneapolis, MN 55415	Hartford, CT 06183

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

Ginger Hoke

12712 Park Central Drive, Suite 100, Dallas, TX 75251

(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 12th day of February, in the year 2026, before me personally appeared Brian C. Murray, manager of Ryan BB-Block House Creek, LLC, known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

JANE M. DEKRAAY
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

Jane DeKraay
Jane DeKraay, Notary Public

My Commission Expires: 1-31-2027

ACKNOWLEDGEMENT OF SURETY

STATE OF Wisconsin)

COUNTY OF Dane)

On this 10th day of February, in the year 2026, before me personally come(s) Joshua R. Loftis, Attorney-in-Fact of Travelers Casualty and Surety Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Travelers Casualty and Surety Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

NICOLE STILLINGS
NOTARY PUBLIC
STATE OF WISCONSIN

Nicole Stillings, Notary Public

My Commission Expires: 09/19/2026

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Joshua R. Loftis** of **ST LOUIS PARK**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February**, **2024**.

SEAL SEAL SEAL

State of Connecticut

By: Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February**, **2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

ANNA P. NOWIK NOTARY PUBLIC CONNECTICUT

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **February**, **2026**.

SEAL SEAL SEAL

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SURETY RIDER

To be attached to and form a part of Bond No. 108386153

executed by Ryan BB-Block House Creek, LLC, as

principal and by Travelers Casualty and Surety Company as Surety,

in favor of City of Leander, and effective

as of February 10, 2026

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing description of work

From: Blockhouse Creek (Niles Drive) PICP-21-0032

To: Blockhouse Creek Farm - Leander Project # PICP-21-0032

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. This rider is effective on the 10th day of February, 2026.

Signed and sealed this 9th day of March, 2026.

Ryan BB-Block House Creek, LLC

Principal

By Lisa Kro

Title: Lisa Kro, Manager

Travelers Casualty and Surety Company

Surety

By

Joshua R. Loftis, Attorney-in-Fact

Project: Blockhouse Creek Farm - Leander Project # PICP-21-0032

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Joshua R. Loftis** of **ST LOUIS PARK**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February**, **2024**.

State of Connecticut

By: Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February**, **2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **March**, **2026**.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Updated 10.20.14

FINAL BILLS PAID AFFIDAVIT AND WAIVER OF LIEN

STATE OF MINNESOTA
COUNTY OF HENNEPIN

Date: February19,2026

Developer/Owner: **RYAN BB-BLOCKHOUSE CREEK, LLC**, a Delaware limited liability company

Contractor/Material Provider ("Affiant"): **RYAN BB-BLOCKHOUSE CREEK, LLC**, a Delaware limited liability company

Project: Blockhouse Creek Farm - Leander Project # PICP-21-0032

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.

SUBSCRIBED AND SWORN TO BY Affiant on this 20th day of February,2026.

Initialed: _____

Updated 10.20.14

RYAN BB-BLOCKHOUSE CREEK, LLC, a Delaware limited liability company

By: RYAN BLOCK HOUSE CREEK MEMBER, LLC, a Delaware limited liability company

By: Lisa Kro
Lisa Kro, Manager

STATE OF MINNESOTA
COUNTY OF HENNEPIN

BEFORE ME the undersigned authority on this day personally appeared Lisa Kro _____, 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 20th day of February, 2026.

[S E A L]

LEAH R BRUNER
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

_____
Notary in and for the State of Minnesota

Name: Leah R. Bruner

My commission expires: Jan. 31, 2027

Initialed: _____

AGENDA ITEM # 15

EXECUTIVE SUMMARY
5/7/2026

AGENDA SUBJECT:
Discuss and consider action on a Partial Release under Development Agreements of the Northline Retail property from the Northline Planned Unit Development (PUD) Development and Reimbursement Agreement Case DA-26-0038; generally located to the southwest of the intersection of E. San Gabriel Parkway and 183A Toll Road, Leander, Williamson County, Texas.

BACKGROUND:
The Northline Development is a mixed-use community that includes multi-family, office, and commercial uses located in the TOD (Transit Oriented Development). It was determined that this development would result in significant benefits to the City from an economic development perspective and would help facilitate development within the TOD. The Development Agreement for the Northline PUD between the City and Northline Leander Development Company (the "Developer") and the Northline PUD Development and Reimbursement Agreement (and amendments) among the City, the TIRZ, the Leander Development Authority and the Developer created a funding mechanism for the installation of streets, utilities, drainage, and other public infrastructure improvements as well as the improvement of public parks and civic spaces within the Northline PUD by the Developer.

These Agreements address the Developer's obligations related to the installation of public infrastructure (streets, utilities, drainage, etc.). The Agreements further provide for the Developer to be reimbursed for eligible public improvement costs through ad valorem taxes generated within the project area, impact fee rebates, and permit fee rebates.

The Developer had an opportunity to partner with Endeavor to facilitate more conventional retail along the 183A Toll Road. This property was removed from the Northline PUD with the creation of the Northline Retail PUD. A portion of the Northline land has also been sold to ATX Northline, Ltd. and moved into the Northline Retail PUD.

In connection with its acquisition of property within the Northline PUD, Endeavor sought assurance that it is not subject to the Developer's obligations under the Agreements. Similarly, the Developer seeks assurance that the rebates and reimbursements under the Agreements are paid to the Developer, who installed the improvements, and not to entities that purchase property within the Northline PUD.

Towards that end, the Partial Release under Development Agreement:

1. Confirms the Developer's rights and obligations are personal to the Developer and do not transfer automatically when land within Northline is sold.
2. Officially releases any sold portions of the land (and their new owners) from obligations under the Development Agreements unless the Developer specifically assigns those obligations in writing.
3. Clarifies that even if land is sold, including the new Northline Retail PUD, it still counts toward the tax base used to reimburse the Developer under the Development Agreements.

HISTORY/TIMELINE:
06/07/2018 Northline PUD Development Agreement Approved
06/07/2018 Assignment of Development Agreement
08/28/2018 Northline PUD Reimbursement Agreement
06/11/2019 Assignment of Developer's Interest in Northline PUD Development & Reimbursement Agreement
08/05/2021 Amendment to the Northline PUD Development & Reimbursement Agreement
06/02/2022 Assignment of Development Agreement
12/05/2024 2nd Addendum to the Northline PUD Development & Reimbursement Agreement
04/27/2026 TIRZ / Development Board

APPLICANT/AGENT:
Alex Tynberg on behalf of Northline Leander Development Company.

RECOMMENDATION:
As part of the evaluation of this request, the City Council has the following options for the recommendation. This recommendation will be forward to the City Council for final review.

1. Approve the Partial Release;
2. Deny the Partial Release; or
3. Table/postpone consideration to a future date.

City staff recommends approval of Option 1, Approve the Partial Release. The TIRZ/Development Authority Board recommended approval during the April 27, 2026, meeting.

PRESENTER:
Paige Saenz, City Attorney

Fiscal Impact

Attachments:
1. DA-26-0038 Att 1 FinalNLDC Partial Release of Property Under Development Agreements - ERG Clean (2026.01.06)[87]
2. DA-26-0038 Att 2 Northline Retail Release Location Map
3. Draft TIRZ Board_Minutes 04.27.2026
4. Draft Development Authority Board_Minutes 04.27.2026

PARTIAL RELEASE UNDER DEVELOPMENT AGREEMENTS

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Partial Release Under Development Agreements (this "**Partial Release**") is entered into by and between the **CITY OF LEANDER, TEXAS**, a Texas municipal corporation (the "**City**"), **LEANDER DEVELOPMENT AUTHORITY**, a non-profit corporation formed pursuant to S*ubchapter D, Chapter 431, Texas Transportation Code*, and the *City Charter* of the City of Leander (the "**Authority**"), **REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER, TEXAS**, a legal entity created by the City pursuant to *Chapter 311, Texas Tax Code* (the "**Zone**"), and **NORTHLINE LEANDER DEVELOPMENT COMPANY, LP**, a Texas limited partnership ("**Owner**").

RECITALS

WHEREAS, the Authority, the City, the Zone, and Owner, as successor in interest to RB 270 Partnership, a Texas limited partnership, are parties to that certain Development and Reimbursement Agreement for RB 270 Partnership recorded in the Official Public Records of Williamson County, Texas (the "**Official Records**"), on October 6, 2011, as Document No. 2011086121, and affected by Addendum to Development and Reimbursement Agreement for the RB 270 Partnership recorded in the Official Records as Document No. 2012030292, Amended Addendum to Development and Reimbursement Agreement for the RB 270 Partnership recorded in the Official Records as Document No. 2016010199, and Amendment of Development and Reimbursement Agreement for the RB 270 Partnership recorded in the Official Records as Document No. 2019039796, and as further affected by the assignments recorded in the Official Records at Document Nos. 2019056977 and 2022069980 (as the same has been or may further be amended, restated, supplemented, or otherwise modified from time to time, collectively, the "**Development Agreement for the RB 270 Partnership**");

WHEREAS, the Authority, the City, the Zone, and Owner, as successor in interest to Transit Village Investments, Ltd., a Texas limited partnership, are parties to that certain Development and Reimbursement Agreement for the Village at Leander Station recorded in the Official Records on October 6, 2011, as Document No. 2011086122, and affected by Addendum to Development and Reimbursement Agreement for the Village at Leander Station recorded in the Official Records as Document No. 2012030293, Amended Addendum to Development and Reimbursement Agreement for the Village at Leander Station recorded in the Official Records as Document No. 2014037224, and Second Addendum to Development and Reimbursement Agreement for the Village at Leander Station recorded in the Official Records as Document No. 2016043754 (as the same has been or may further be amended, restated, supplemented, or otherwise modified from time to time, collectively, the "**Development Agreement for the Village at Leander Station**");

WHEREAS, the City and Owner, as successor in interest to Area Leander 1 LP, a Texas limited partnership, are parties to that certain Development Agreement for the Northline PUD recorded in the Official Records on June 12, 2018, as Document No. 2018050888, and as re-recorded in the Official Records as Document No. 2018070935, and as further affected by the assignments recorded in the Official Records at Document Nos. 2019069935, 2019069936, 2022074891,

2022069967, and 2023004524 (as the same has been or may further be amended, restated, supplemented, or otherwise modified from time to time, collectively, the "**Development Agreement for the Northline PUD**");

WHEREAS, the City, the Authority, the Zone, and Owner, as successor in interest to Northline Leander Development Company, LLC, a Texas limited liability company, are parties to that certain The Northline PUD Development and Reimbursement Agreement, dated as of August 28, 2018, as amended by the Amendment of the Northline PUD Development and Reimbursement Agreement recorded in the Official Records as Document No. 2021122114, and as amended by the Second Amendment of the Northline PUD Development and Reimbursement Agreement recorded in the Official Records as Document No. 2024102970, and as further affected by the assignments recorded in the Official Records at Document Nos. 2019056973, 2019107846, and 2022069984 (as the same has been or may further be amended, restated, supplemented, or otherwise modified from time to time, collectively, the "**Northline PUD Development and Reimbursement Agreement**", and together with the Development Agreement for the RB 270 Partnership, the Development Agreement for the Village at Leander Station, and the Development Agreement for the Northline PUD, collectively, the "**Development Agreements**");

WHEREAS, subject to certain terms and conditions set forth therein, the Development Agreements provide for the reimbursement of Owner for certain costs incurred by Owner to install public street, utility, drainage, and other infrastructure improvements within the approximately 115 acres of land described in the Development Agreements to be developed as a mixed use development known as "Northline" and zoned as the "Northline Planned Unit Development" by Ordinance No. 18-042-00 of the City (the "**Northline PUD Property**");

WHEREAS, a portion of the Northline PUD Property more particularly described on **Exhibit A** attached thereto has been conveyed to ATX Northline, Ltd., a Texas limited partnership ("**ATX**") and has been withdrawn from the Northline development and the Northline PUD and pursuant to Ordinances No. 24-098-00 and 24-111-000 of the City, the City has created the "Northline Retail (Planned Unit Development)" (the "**Northline Retail PUD Property**"); and

WHEREAS, the parties desire to (i) confirm that the covenants, duties, obligations, liabilities, and rights of the Owner under the Development Agreements are personal to the Owner, do not run with the land, and that a conveyance of any portion of the Northline PUD Property by itself does not assign or transfer any of such covenants, duties, obligations, liabilities, or rights to the owner of such portion of the Northline PUD Property; (ii) release any portion of the Northline PUD Property that is conveyed to a third party by Owner without an express assignment of rights, title, or interest under the Development Agreements, and the owners of such portions of the Northline PUD Property from any of the covenants, duties, obligations, and liabilities under the Development Agreements and provide clear evidence of such release for title purposes; and (iii) confirm that any portion of the Northline PUD Property conveyed to a third party by Owner, including but not limited to the Northline Retail PUD Property, is still, and will remain, part of the "Property" as defined in the Development Agreement for purposes of determining the amount of the ad valorem taxes to be paid to Owner to reimburse Owner for the eligible costs of the public improvements under the terms of the Development Agreements.

AGREEMENT

NOW, THEREFORE, the parties agree:

1. **Confirmation of Personal Rights**. It is confirmed, acknowledged, and agreed that the covenants, duties, obligations, liabilities, and rights of the Owner under the Development Agreements are personal to the Owner and are not restrictive covenants that run with the land and do not affect title to the real property, and that a conveyance of any portion of the Northline PUD Property by itself does not assign or transfer any of such covenants, duties, obligations, liabilities, or rights to the owner of such portion of the Northline PUD Property. It is further confirmed and agreed that the rights, duties, and obligations of Owner under Development Agreements may only be assigned by an express assignment executed by Owner in accordance with the terms of the applicable Development Agreement.

2. **Release of Property from the Development Agreements**. For avoidance of any doubt, any portion of the Northline PUD Property that has been conveyed, and that that may be conveyed in the future, including without limitation, the Northline Retail PUD Property, to a third party by Owner without an express written assignment of rights, title, or interest under the Development Agreements, and the owners of such portions of the Northline PUD Property and their successors and assigns, are released from, and shall have no liability under, the covenants, duties, obligations, and liabilities under the Development Agreements.

3. **No Amendment or Modification of the Development Agreements**. It is expressly understood and agreed that the Development Agreements remain in full force and effect, and the terms thereof are in no way modified or amended by the provisions of this Partial Release, including, without limitation, any benefit or credit inuring to Owner with respect to the development of the Northline PUD Property. It is expressly confirmed, acknowledged, and agreed that any portion of the Northline PUD Property that has been conveyed, or that will in future be conveyed, to a third party by Owner, including but limited to, the Northline Retail PUD Property, is still, and will remain, part of the "Property" as defined in the Development Agreement for purposes of determining the amount of the increment ad valorem tax receipts, the amount of the ad valorem taxes to be deposited in the Northline PUD Project Payment Account, and the amounts to be paid to Owner to reimburse Owner for the eligible costs of the Northline PUD Projects and other public improvements in accordance with the terms of the Development Agreements.

4. **Third Party Reliance**. All title companies, title underwriters, and third parties may rely on this Partial Release as conclusive evidence that the Development Agreements are not encumbrances on the title to the Northline Retail PUD Property or any other portion of the Northline PUD Property.

5. **Recording**. This Partial Release shall be recorded in the Official Records.

[*Remainder of Page Intentionally Left Blank; Signatures Follow*]

EXECUTED this _____ day of _____, 2025.

AUTHORITY:

LEANDER DEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2025, by _____, the _____ of Leander Development Authority on behalf of said entity.

_____
[SEAL] Notary Public, State of Texas

CITY:

CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2025, by _____, _____ of the City of Leander, Texas, on behalf of such entity.

[SEAL] _____
Notary Public, State of Texas

ZONE:

REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2025, by _____, the _____ of Reinvestment Zone Number One, City of Leander on behalf of said entity.

[SEAL] _____
Notary Public, State of Texas

OWNER:

NORTHLINE LEANDER DEVELOPMENT COMPANY, LP, a Texas limited partnership

By: NLDC GP, LLC, a Texas limited liability company, its General Partner

By: Tynberg, LLC, a Texas limited liability company, its Manager

By: _____
Name: Alex Tynberg
Title: Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

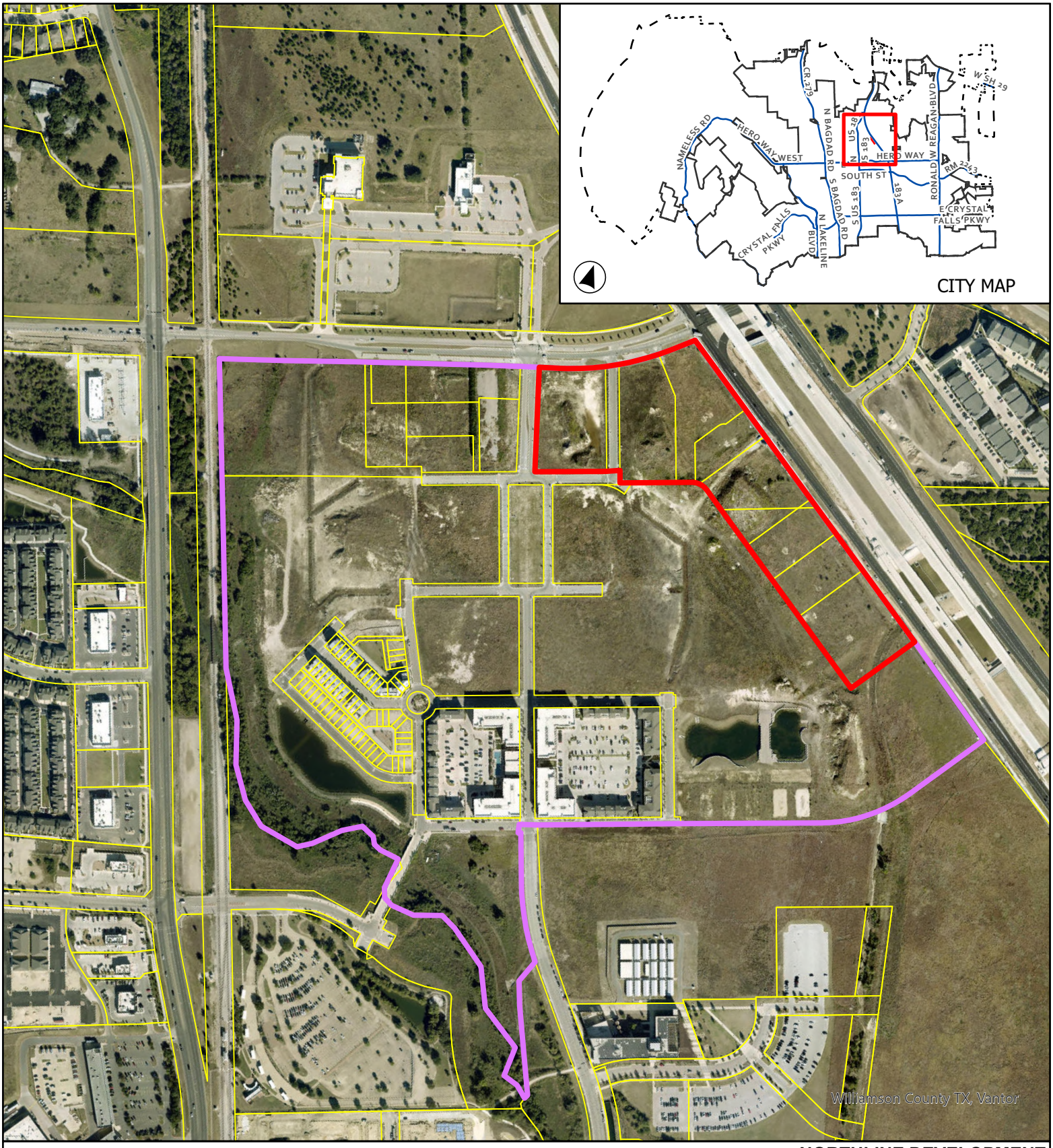
This instrument was acknowledged before me on _____, 2025, by Alex Tynberg, the Manager of Tynberg, LLC, a Texas limited liability company, the Manager of NLDC GP, LLC, a Texas limited liability company, the General Partner of Northline Leander Development Company, LP, a Texas limited partnership, on behalf of said entities.

[SEAL] _____
Notary Public, State of Texas

Exhibit "A"

NORTHLINE RETAIL PUD PROPERTY

Lot 1, Block C, and Lots 1 through 7, Block D, NORTHLINE RETAIL FINAL PLAT, a subdivision in the City of Leander, Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2025080685 in the Official Public Records of Williamson County, Texas.



CASE: DA-26-0038

ATTACHMENT 2

NORTHLINE DEVELOPMENT AGREEMENT PARTIAL RELEASE OF NORTHLINE RETAIL

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 herin provided.

0 212.5 425

Feet

Leander City Limits

Williamson County Parcels

Northline Retail Release Area

Northline

MINUTES
TAX INCREMENT REINVESTMENT ZONE (TIRZ)
NO. 1 MEETING
CITY OF LEANDER, TEXAS

Development Services -San Gabriel Conference Room
201 North Brushy Street - Leander, Texas 78641
Monday, April 27, 2026
Regular Meeting at 8:00 AM

Place 1 - Michael Herrera, Chair	**Place 4 - Sheetal Gampawar**
Place 2 - Cynthia Long	**Place 5 - Kelsey Stone**
Place 3 - Bob Biles	**Staff Liasion - Dara Crabtree**

DRAFT

REGULAR MEETING

1. Open Meeting.

   The meeting opened at 8:03 a.m.

2. Roll Call.

   Roll call reflected all present with Board Member Gampawar arriving at 8:05 a.m

CONSENT AGENDA: ACTION

Motion: Approve the minutes for meeting held on September 11, 2025.

By: Board Member Long
Seconded: Board Member Stone

Vote: 4 - 0 (Gampawar arrived after the vote)

3. Approval of the minutes for meeting held on September 11, 2025.

REGULAR AGENDA

4. Discuss and consider action on a Partial Release under Development Agreements of the Northline Retail property from the Northline PUD Development and Reimbursement Agreement Case DA-26-0038; generally located to the southwest of the intersection of E. San Gabriel Parkway and 183A Toll Road, Leander, Williamson County, Texas.

   Motion: Approve the partial release under the development agreement of the Northline retail property from the Northline PUD Development and Reimbursement Agreement Case DA-26-0038.

   By: Board Member Biles
   Seconded: Board Member Stone

Vote: 5 - 0

5. Presentation of an overview of the Leander Tax Increment Reinvestment Zone (TIRZ) No. 1, including a long-range forecast.

   Presentation including: FY 2026 budget; outstanding payments; future activity of board; project values; total developed properties; TIRZ boundary; revenue and expenditures; remaining reimbursement obligations; future projections and reports; funding sources; and revenues exceeding expenditures.

6. Adjournment

   Adjourned at 8:51 a.m.

APPROVED

_____

CHAIR

ATTEST:

_____

STAFF LIAISON

DRAFT

MINUTES
DEVELOPMENT AUTHORITY BOARD MEETING
CITY OF LEANDER, TEXAS

Development Services - San Gabriel Conference Room
201 North Brushy Street - Leander, Texas 78641
Monday, April 27, 2026
Regular Meeting at 8:00 AM

Place 1 - Michael Herrera, Chair	**Place 4 - Sheetal Gampawar**
Place 2 - Cynthia Long	**Place 5 - Kelsey Stone**
Place 3 - Bob Biles	**Staff Liaison - Dara Crabtree**

REGULAR MEETING

1. Open Meeting.

   Opened meeting at 8:51 a.m.

2. Roll Call.

   Roll call reflected all present.

CONSENT AGENDA: ACTION

Motion: Approve the minutes for the meeting held on September 11, 2025.

By: Board Member Long
Seconded: Board Member Biles

Vote: 5 - 0

3. Approval of the minutes for meeting held on September 11, 2025.

REGULAR AGENDA

4. Discuss and consider action on a Partial Release under Development Agreements of the Northline Retail property from the Northline PUD Development and Reimbursement Agreement Case DA-26-0038; generally located to the southwest of the intersection of E. San Gabriel Parkway and 183A Toll Road, Leander, Williamson County, Texas.

   Motion: Approve partial release under Development Agreements of the Northline Retail property from the Northline PUD Development

   By: Board Member Biles
   Seconded: Board Member Gampawar

   Vote: 5 - 0

DRAFT

5. Adjournment

Adjourned at 8:52 a.m.

APPROVED

_____

CHAIR

ATTEST:

_____

STAFF LIAISON

DRAFT

AGENDA ITEM # 16

EXECUTIVE SUMMARY
5/7/2026

AGENDA SUBJECT:
Discuss and consider action on the approval of the Sullivan Tract Phasing Plan associated with Subdivision Case CP-26-0055 on nine (9) parcels of land approximately 308.288 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R022920, R473838, R473839, R022741, R356046, R473837, R022922, R022921, and R022923; generally located west of North Bagdad Road and approximately 1,200 feet south of CR 281, Leander, Williamson County, Texas.

BACKGROUND:
In January 2022, the City Council approved an update to the Subdivision Ordinance and Chapter 13 Utilities which added provisions for development phasing for any subdivision within the city limits that includes 30 lots or more in response to the City's water concerns. The City Council conducted their annual review of development phasing plan requirements in January 2024 and determined that the phasing for residential development is still necessary.

This proposal is for the approval of the Sullivan Tract Phasing Plan, which contemplates the development of 214 single-family lots in three (3) separate, non-concurring phases. Phase 1 includes 71 single-family lots and 14 acres of commercial. Phase 2 and Phase 3 include 77 and 66 single-family lots respectively.

Phase	Residential	Commercial
1	71 (Single-Family), 1 acre lots	14 acres
2	77 (Single-Family), 1 acre lots	0 acres
3	66 (Single-Family), 1 acre lots	0 acres

Please see Sullivan Tract Phasing Plan Exhibit for more details.

HISTORY/TIMELINE:
09/14/2005 – Annexed
08/18/2022 – Annexation and Zoning Approved
04/20/2023 – Concept Plan Approved
05/16/2024 – Concept Plan Revision #1 Approved
06/13/2023 – Preliminary Plat Filed
09/16/2024 – Preliminary Plat Approved
06/13/2025 – Preliminary Plat Expired
01/20/2026 – Concept Plan Filed

APPLICANT/AGENT:
BGE, Inc. (Michael Patschke) on behalf of Forestar (USA) Real Estate Group, Inc. (Will Genrich).

RECOMMENDATION:

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

1. Approve the proposed subdivision phasing plan; or
2. Deny the proposed subdivision phasing plan. This action would require the applicant to revise their plan and present an updated phasing plan to the City Council.

City staff recommends Option 1 listed above – Approve the proposed subdivision phasing plan. Staff made this recommendation based on total lot count for this subdivision. This subdivision includes 214 single-family lots and phasing the development would support incremental growth in this area and would not have a significant impact on the overall development.

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

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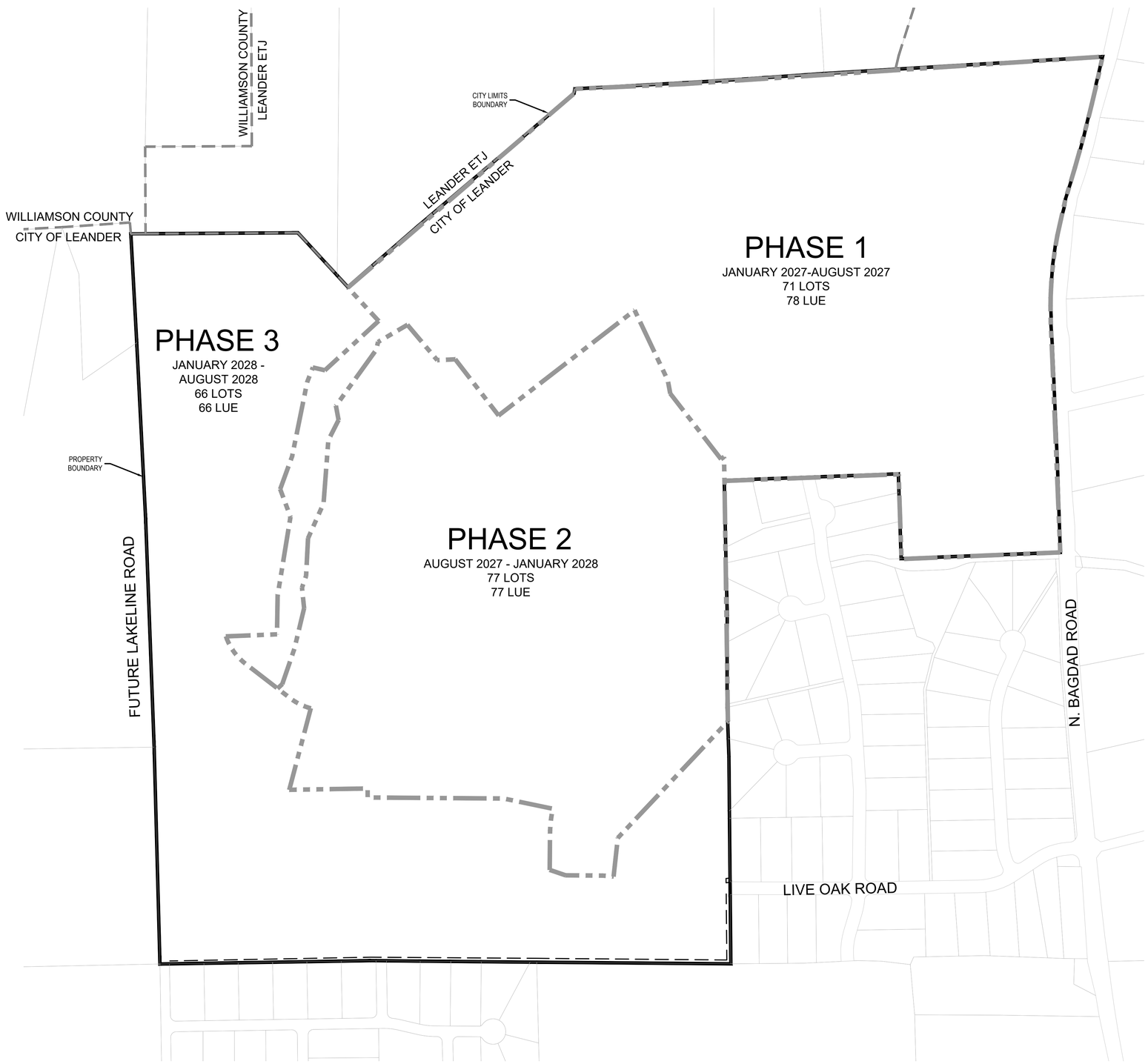
Fiscal Impact

Attachments:

1. CP-26-0055 Att 1 Sullivan Tract - Phasing Plan Exhibit
2. CP-26-0055 Att 2 Sullivan Tract - Location Map



N

0 125' 250' 500'
SCALE: 1" = 250'

PROPERTY BOUNDARY
CITY LIMTS
PHASING BOUNDARY

NOTES

1. PHASES SHALL NOT BE UNDER CONSTRUCTION OR REVIEW CONCURRENTLY AND ONLY ONE PHASE MAY BE PROCESSED PER YEAR.

REV	DESCRIPTION	DATE	APR

DESIGNED BY:
REVIEWED BY:
DRAWN BY:

BGE

BGE, Inc.
101 W. LOUIS HENNA BLVD
AUSTIN, TX 78728
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

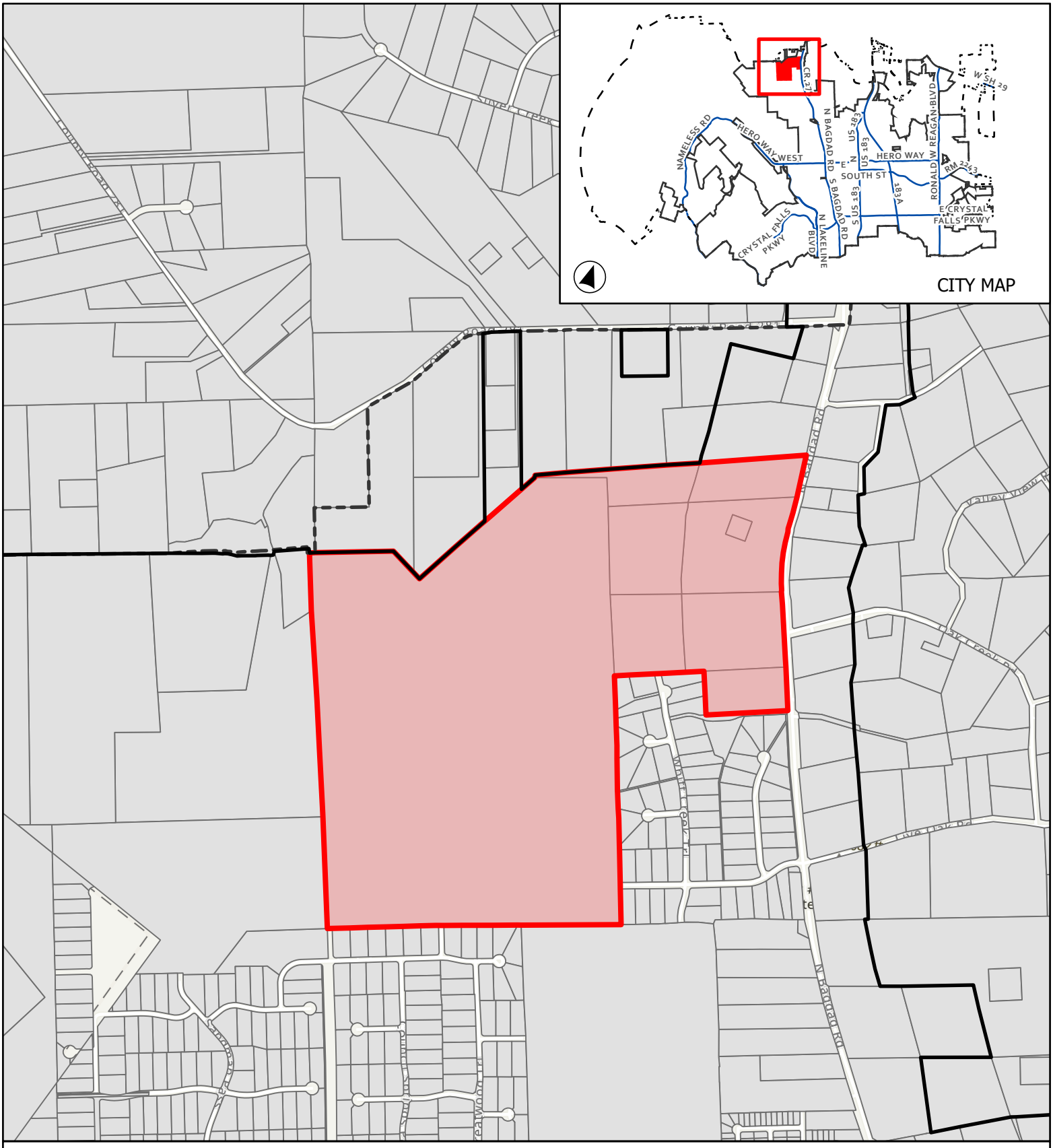
SULLIVAN TRACT
LEANDER, TEXAS

PHASING PLAN

STATE OF TEXAS
MICHAEL W. PATSCHKE
131134
LICENSED
PROFESSIONAL ENGINEER
3/16/2026

SHEET
3 OF 4

O:\00016184-00\SD\01_CADD\01_SHTS\03_CONCEPT PLAN\16184-C-SP-PHASING.dwg Layout: PHASING PLAN Plotted: 3/16/2026 12:34:08 PM



CASE: CP-26-0055 **ATTACHMENT 2** **SULLIVAN TRACT**

Location Map

City Limits

ETJ

Subject Boundary

0 475 950

Feet

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AGENDA ITEM # 17

EXECUTIVE SUMMARY
5/7/2026

AGENDA SUBJECT:
Discuss and consider action on Tree Removal Case TRP-25-0048 regarding the removal of two (2) Heritage Trees associated with the Tylerville South Lots 2A and 2B Minor Site Development (SD-25-0377), generally located to the southeast of the intersection of San Gabriel Parkway and W. Broade Steet, Leander, Williamson County, Texas.

BACKGROUND:
This request is the final step in the tree removal permit process. The applicant has submitted a request to remove two (2) Significant Trees (>18 caliper inches) and two (2) Heritage Trees associated with the site development plans. Per the applicant, the tree removals are necessary to provide adequate drainage and floodplain management for the future development of the commercial lots. There are no proposed buildings with the site development permit and that permit is for filling in the floodplain and installing private drainage culverts. There are no anticipated adverse impacts to the regulatory floodplain or floodway. Impacts are evaluated as part of the floodplain development permit (FDP-25-0029).

TREE PRESERVATION ORDINANCE:
Per Subdivision Ordinance, Article II, Section 22 (3)(iii)(d)(2), removal of Significant Trees greater than eighteen (18) caliper inches requires the approval of the Planning & Zoning Commission. Action was taken by the Planning & Zoning Commission on April 9, 2026, regarding Significant Trees. No additional action is required by the City Council for Significant Tree removal.

Heritage Trees may be removed only with the approval of a Tree Removal Permit and after the required mitigation has been approved. In addition, the Planning & Zoning Commission shall review all applications for Heritage Tree removal permits and make a recommendation for approval or denial to the City Council, which shall have final authority to issue the heritage tree removal permit.

The Subdivision Ordinance includes the following tree mitigation requirements:

- Up to 50% percent of the caliper inches of Significant Trees between eight (8) and 26 caliper inches may be removed without mitigation for single-family and two-family subdivisions.
- Mitigation shall be required at a 1:1 caliper inch basis for Significant Trees between eight (8) and 18 caliper inches.
- Mitigation shall be required at a 2:1 caliper inch basis for Significant Trees greater than 18 caliper inches and less than 26 caliper inches.
- Mitigation shall be required at a 3:1 caliper inch basis for Heritage Trees and a mitigation fee in the amount of $300.00 per caliper inch removed.
- Mitigation may be achieved through credit of existing trees on site, replacement trees planted on-site, or payment in-lieu of replacement trees. If payment in-lieu of replacement trees is approved by the Planning Director, the fee shall be equal to $150.00 per caliper inch of replacement tree.

HERITAGE TREE REMOVAL – CITY COUNCIL CONSIDERATION:
There are six (6) Heritage Trees and the applicant is proposing to remove two (2) trees. Heritage Tree 5107 is a 34-caliper inch Pecan tree in fair condition. This tree is located along the southern boundary of Lot 2B and is proposed for removal to mitigate impacts to the flood elevation. Heritage Tree 7781 is a 33-caliper inch Pecan tree in good condition. This tree is located in the southeast corner of Lot 2A and is impacted by the proposed storm pipes. Per the arborist report, both trees have preservation potential should they align with the development of the property.

As part of this request, the following mitigation will be required for the Heritage Tree removal request:

- Heritage Tree removal fee in the amount of $20,100 based off the removal of 67 caliper inches at a rate of $300.00 per inch.
- Replacement Trees required at a 3:1 ratio for a total of 201 inches. The applicant is proposing to pay a fee in lieu in the amount of $30,150.

ADDITIONAL INFORMATION:
Current Zoning: Tylerville PUD (Planned Unit Development) with a base zoning district of GC-2-A (General Commercial)
Size and Location: This property is generally located to the southeast of the intersection of San Gabriel Parkway and W Broade Steet, including approximately 8.94 acres.

Surrounding Area: The Oak Creek subdivision is to the south and west of the property. The Enclave at Maya Vista and undeveloped property is to the north. A gas station is under construction to the east which is also part of the Tylerville PUD.

Physical and Natural Features: This property contains moderate tree coverage. Brushy Creek is located to the south, and the property does contain floodplain.

HISTORY/TIMELINE:
04/09/2026 - Planning & Zoning Commission

APPLICANT/AGENT:
Pohl Partners (Lee Miks) on behalf of Waterstone Tylerville, Ltd (William Pohl).

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

1. Approve the tree removal request;
2. Deny the tree removal request; or
3. Propose an alternative plan that includes saving additional trees

City staff recommends Option 1 listed above – Approve the tree removal request. This would allow the applicant to remove the trees with the Minor Site Development permit. This recommendation is based on the site's proximity to Brushy Creek and the drainage infrastructure required to make the site a developable property. The Planning & Zoning Commission recommended approval of this request during the April 9, 2026, meeting.

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

Fiscal Impact

Attachments:

1. TRP-25-0048 Att 1 Letter of Intent - Tylerville South Lots 2A & 2B
2. TRP-25-0048 Att 2 Location Map - Tylerville South Lot 2A & 2B
3. TRP-25-0048 Att 3 Aerial Map - Tylerville South Lot 2A & 2B
4. TRP-25-0048 Att 4 Tree Removal Exhibit - Tylerville South Lot 2A & 2B
5. TRP-25-0048 Att 5 Heritage Tree Photos - Tylerville South Lot 2A & 2B
6. TRP-25-0048 Att 6 Arborist Report - Tylerville South Lot 2A & 2B
7. TRP-25-0048 Att 7 P&Z Meeting4-9-2026 P & Z minutes

Tylerville, Ltd
10800 Pecan Park Blvd. #125
Austin, Texas 78750

1-7-26

Ms. Robin Griffin
Planning Department – City of Leander
P.O. Box 319
Leander, Texas 78646

Subject: Tree removal request application for Tylerville south tract, Project numbers SD-25-0377 and TRP-25-0048.

Dear Ms. Griffin:

This letter is to request the removal of four trees as noted on the exhibit included in this submittal package. Two are Heritage trees and two are Significant trees. The reason for the removal of tree #5107 is that it is in the area where we will be benching or cutting in order to achieve the zero rise in the base flood elevation as the city has requested. The reason for the removal of the other three trees is that they are right up next to an open drainage ditch that we are converting to underground storm pipes and they are too close to the new construction of these pipes.

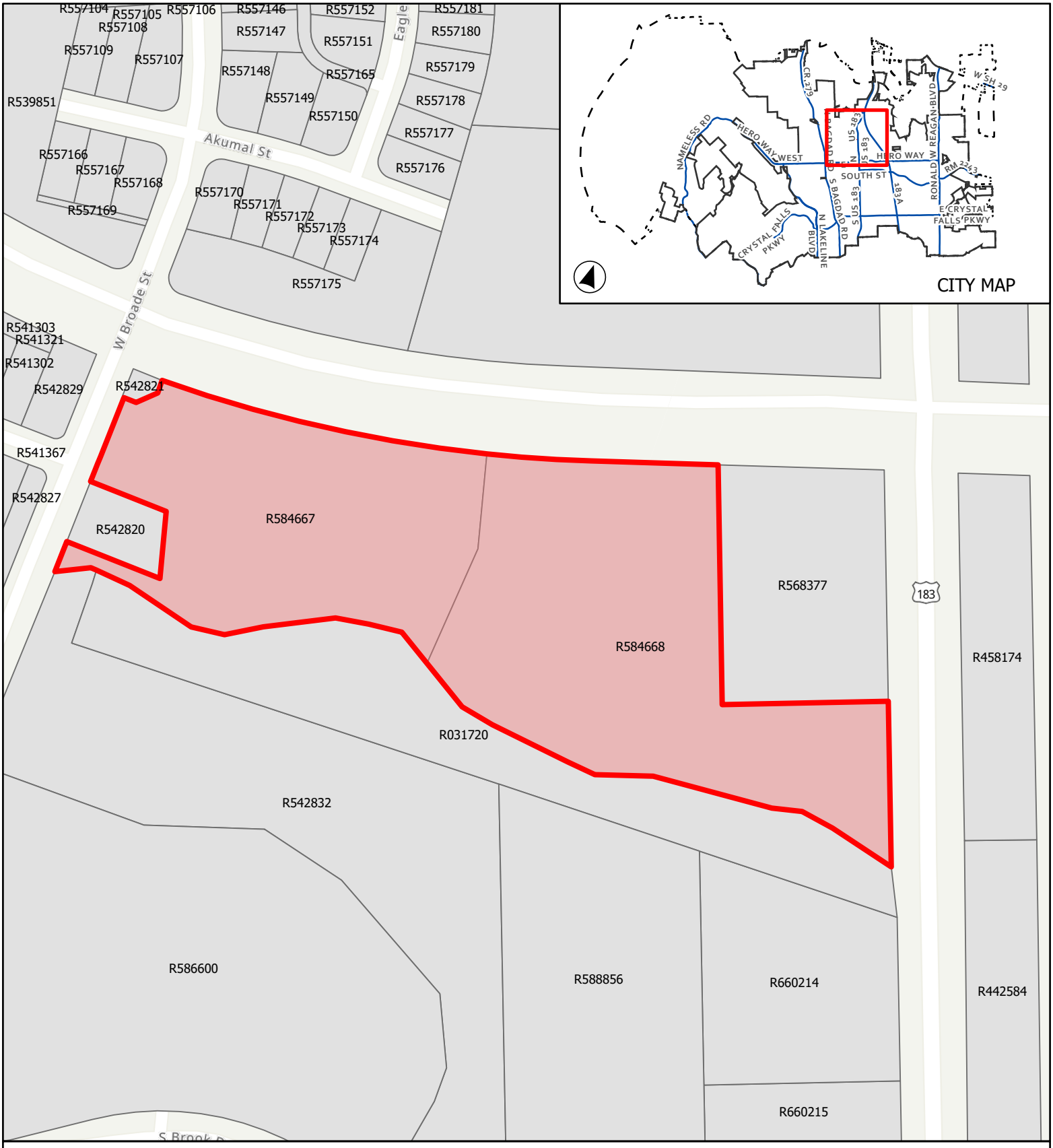
Your consideration is greatly appreciated.

Tylerville, Ltd.

Date: 1-7-26

By: _____

Printed Name: Lee Miks



CASE: TRP-25-0048 **ATTACHMENT 2** **TYLERVILLE SOUTH LOT 2A & 2B**

Location Map

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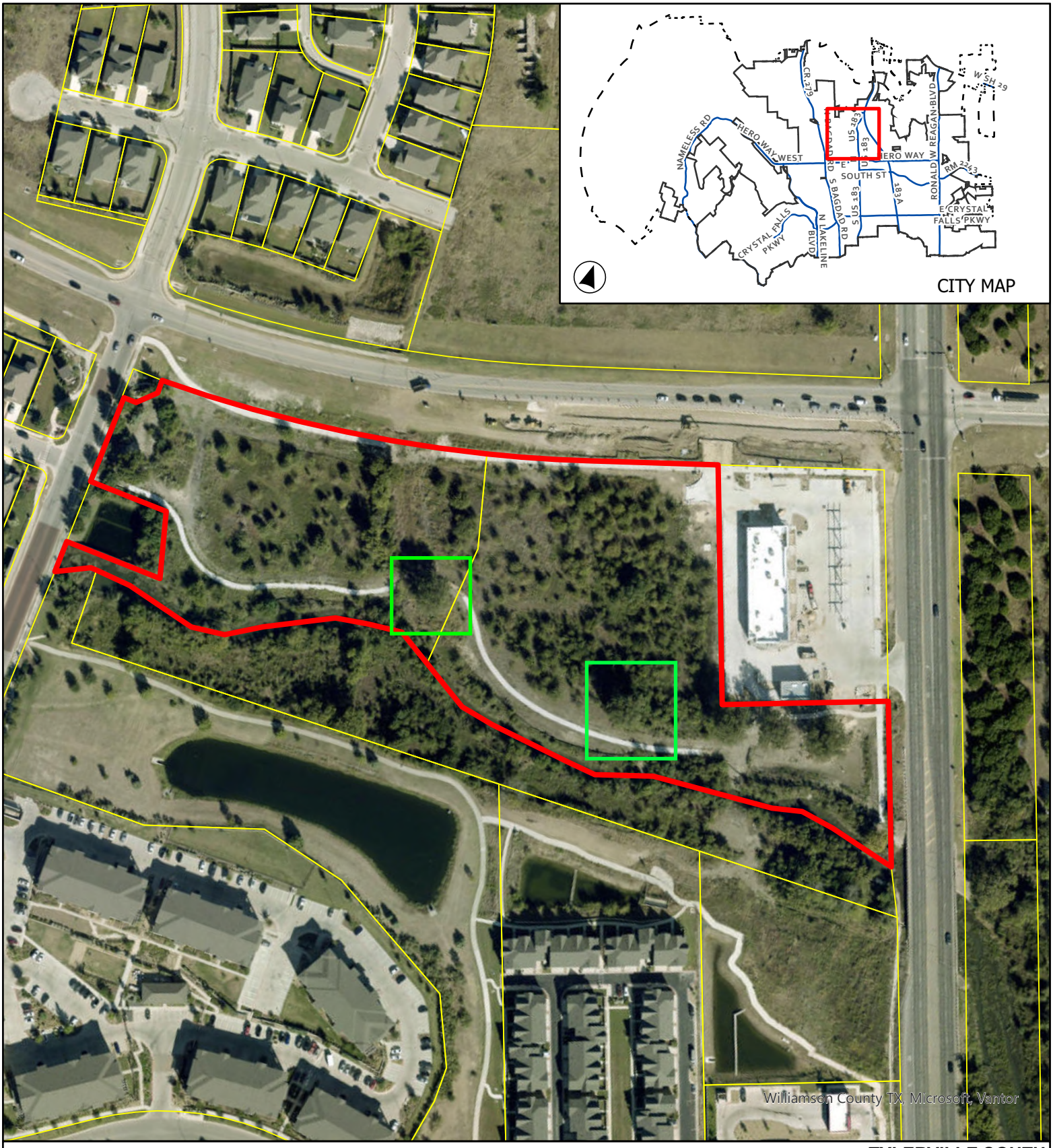
0 90 180

Feet

City Limits

ETJ

Subject Boundary



CASE: TRP-25-0048

ATTACHMENT 3

TYLERVILLE SOUTH LOT 2A & 2B

Aerial Map

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0 75 150

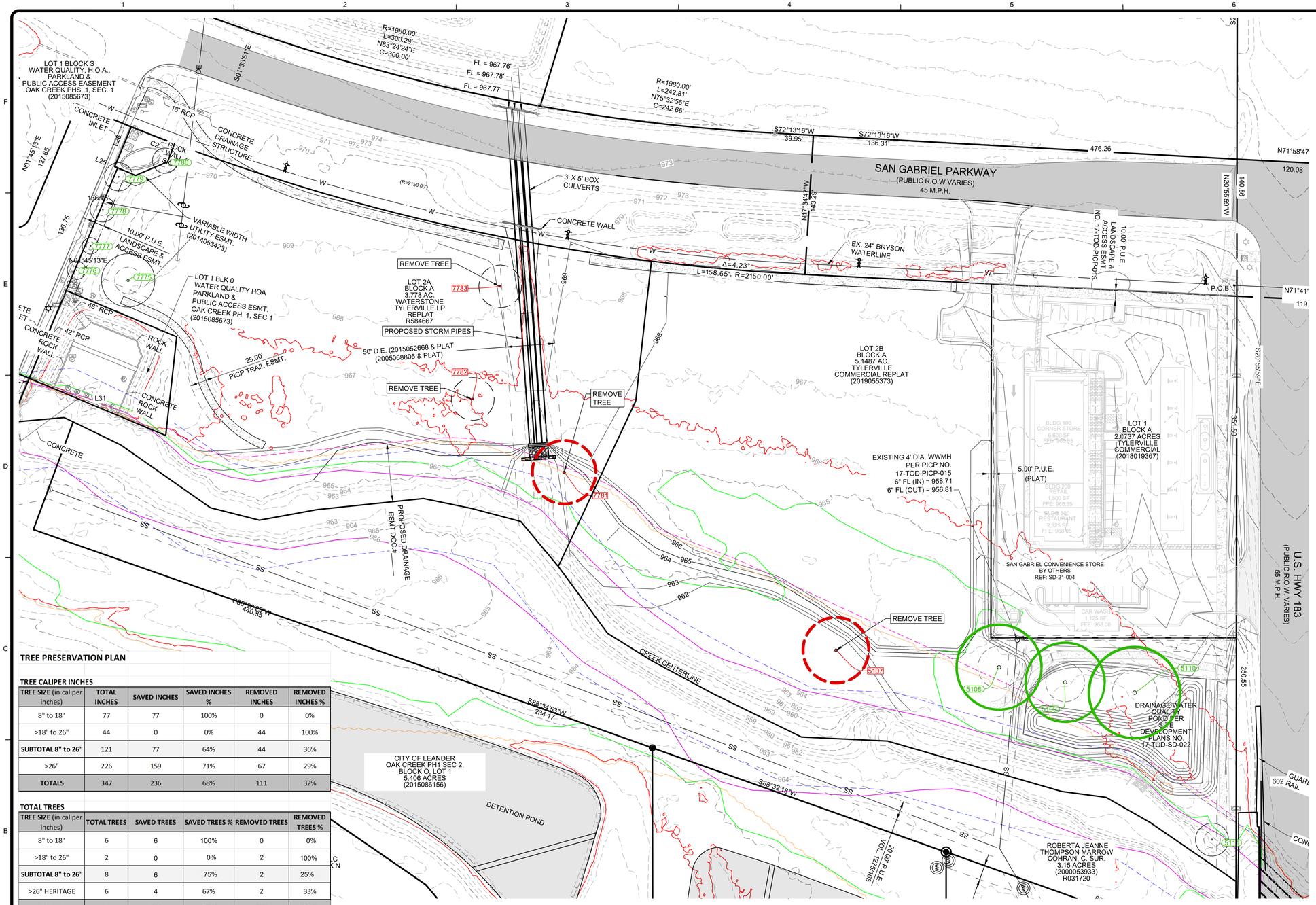
Feet

Leander City Limits

Williamson County Parcels

Subject Boundary

Heritage Tree Proposed to be Removed



0 25' 50' 100'
SCALE: 1" = 50'

LEGEND

EXISTING

- 535 MAJOR CONTOUR
- 534 MINOR CONTOUR
- ATLAS 14100 YR FLOODPLAIN LIMITS
- FEMA 100 YR FLOODPLAIN LIMITS
- ATLAS 14 FLOODWAY
- FEMA FLOODWAY
- 100' CREEK BUFFER ZONE
- PROPERTY LINE
- EASEMENT LINE
- OE OVERHEAD POWER LINE
- POWER POLE
- ASPHALT
- XXXX TREE TO REMAIN & TREE NUMBER
- XXXX TREE TO BE REMOVED & TREE NUMBER
- HERITAGE TREE TO REMAIN
- HERITAGE TREE TO BE REMOVED

PROPOSED

- PROPOSED DRAINAGE EASEMENT DOC.# _____

TREE NOTES:

1. TREE SURVEY BY TREE MANN SOLUTIONS, DATED 08/20/2025
2. (H) INDICATES HERITAGE TREE
3. IN THE EVENT OF A CONFLICT WITH TREE REMOVAL/PRESERVATION CALL OUTS ON PLAN SHEET(S) VERSUS TREE REMOVAL/PRESERVATION MATRIX, THE TREE REMOVAL/PRESERVATION MATRIX SHALL APPLY.
4. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY WITH CITY STAFF SHOULD ANY INCONSISTENCY EXIST WITHIN AN APPROVED PLAN SET. NO IN-FIELD CHANGES ARE MADE TO APPROVED PLANS, NO EXCEPTIONS.

TREE PRESERVATION PLAN

TREE CALIPER INCHES

TREE SIZE (in caliper inches)	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" to 18"	77	77	100%	0	0%
>18" to 26"	44	0	0%	44	100%
SUBTOTAL 8" to 26"	121	77	64%	44	36%
>26"	226	159	71%	67	29%
TOTALS	347	236	68%	111	32%

TOTAL TREES

TREE SIZE (in caliper inches)	TOTAL TREES	SAVED TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
8" to 18"	6	6	100%	0	0%
>18" to 26"	2	0	0%	2	100%
SUBTOTAL 8" to 26"	8	6	75%	2	25%
>26" HERITAGE	6	4	67%	2	33%
TOTALS	14	10	71%	4	29%

MITIGATION PLAN: 8" - 18"

TREE SIZE (in caliper inches)	>50% REMOVAL	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
8" to 18"	0	0	-	-	-

MITIGATION PLAN: Protected & Heritage Trees

TREE SIZE (in caliper inches)	Removed (total inches)	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES	
>18" to 26"	44	-	88	-	$37,575	FEE IN-LIEU
>26" HERITAGE	67	-	-	200	$20,100	HERITAGE TREE MITIGATION
				TOTAL:	$57,675	

INSTRUCTIONS

Only include protected trees in the table
Provide the date of the survey - tree survey is required to be no older than 5 years
Mark all Heritage Trees to be removed with red circles and hash pattern
Tree caliper inch is measured at 4 feet

TREE LIST REMAIN

PT#	DESCRIPTION
5108	43.5" Pecan (H)
5109	40" Pecan (H)
5110	46.5" Pecan (H)
5111	17" American Elm
7775	27.5" American Elm
7776	9.5" Cedar Elm
7777	8.5" Monterrey Oak
7778	13" Red Oak
7779	14.5" Red Oak
7780	13" Red Oak

TREE LIST REMOVE

PT#	DESCRIPTION
5107	34" Pecan (H)
7781	33" Pecan (H)
7782	22" American Elm
7783	22" American Elm

TREE SUMMARY TABLE

STATUS	COUNT	%
TOTAL	14	100
REMOVE	4	29
REMAIN	10	71

RESERVED FOR CITY OF LEANDER APPROVAL SEAL AND SIGNATURES

811 Know what's below. Call before you dig.

STATE OF TEXAS
WILLIAM E. PARNELL
121598
LICENSED
PROFESSIONAL ENGINEER
02/11/2026

POHL PARTNERS
REAL ESTATE | DEVELOPMENT | INVESTMENT

parnell engineering
www.parnellengineeringinc.com
500 E WHITESTONE BLVD (#1419)
CEDAR PARK, TX 78613
512-431-8411
TEXAS REGISTRATION FIRM NO. F-19566

MARK	DATE	DESCRIPTION	BY
1	11/25/25	ADDED SHEET	MR

TYLLERVILLE SOUTH
MINOR SITE DEVELOPMENT PLANS
SAN GABRIEL PKWY
LEANDER, WILLIAMSON COUNTY, TEXAS 78641

TREE MITIGATION PLAN

Project No:	SD-25-0377
Designed By:	W. PARNELL
Drawn By:	M. RECTOR
Checked By:	W. PARNELL

C-004
Sheet 9 of 17
File No: 2214.02

Copyright: Parnell Engineering

Bar Measures 1 inch, otherwise drawing not to scale

2/25/2026 11:30:39 AM - J:\2214_POHL PARTNERS\2214.04_TYLERVILLE SOUTH - GRADING\CAD\SHEETFILES\C-004 HERITAGE TREE PLAN.DWG - KAREN HERNANDEZ

#7781

#5107

08/20/2025

Tree Condition Assessments

Tylerville, LTD.

W Broade St & San Gabriel Parkway, Leander, TX 78641

Thank you for the opportunity to serve you on this task. Tree identification, measurement, inspection, and arboriculture consultation were performed by a board-certified master arborist team which through related training and experience are familiar with the techniques and equipment used in such operations.

Assignment:

Tree Mann Solutions (TMS) Board Certified Master Arborist team to locate, tag, flag, and assess significant/heritage trees 8" in diameter and larger, per City of Leander code, within the provided ~9-acre boundary. TMS to tag w/ medallion, ribbon, and geo-locate to within ~60cm accuracy. Tree diameter breast height (DBH @ 48" per City of Leander code), species, GPS location within ~60cm accuracy*, and condition rating with supportive notes to be provided. Deliverable to be summary report, excel tree list with data and links to individual tree reports with photos of each tree, and .csv point file in PNEZD format for import into design software by others (no CAD/exhibit provided). Locations in northing/easting in NAD 1983 State Plane Texas Central FIPS 4203 US Feet - ESRI:102739 coordinate system.*Tree inventory to include general tree point location data per client-provided approximate property boundaries. Points located within approximately 60 centimeters circular error probable measurement (CEP) from the trunk as visibly displayed on GIS rover collector equipment. Tree Mann Solutions recommends locations and ownership of critical trees to be verified by design team and a Registered Professional Land Surveyor.

Observations:

- Tree Mann Solutions inspected 14 trees on this site and all have preservation potential, if feasible with site design and project goals.
    - *Condition:* 7 trees were found to be in good condition and 7 in fair condition, with multiple of the fair condition trees being on the upper end of the spectrum.
    - *Species:* 5 trees are pecans, 4 are American elm, 3 are red oak, 1 is cedar elm, and 1 is Monterrey oak
    - *Size:* 6 trees are heritage 26.5" +, 2 are larger significant trees 18.5-26", and 6 are smaller significant (8-18")

- *Heritage tree conditions*: 2 are in good condition (**T7781**-33" pecan, **T7775**-27.5" American elm), and 4 are in fair condition (**T5107**-34" pecan, **T5108**-43.5" pecan, **T5109**-40" pecan, **T5110**-46.5" pecan)

- Three of the heritage trees in this survey were near the property line where construction was in progress nearby (**T5108**-43.5" pecan, **T5109**-40" pecan, **T5110**-46.5" pecan). The TPZ barrier on these have been damaged/broken, and the fencing should be further out for trees of this size. These trees are more susceptible to soil compaction and damage to the critical root zone caused by construction equipment and materials. These trees are all good shade providers and in fair to good condition, so their condition should be monitored as nearby construction continues.

8-18"(smaller significant) shown in green, 18.5"-26" (larger significant) shown in , and 26.5"+ (heritage) shown in red

TMS recommends designing with good data, maintaining compliance with municipal tree regulations, and promoting healthy urban canopy through quality preservation and/or mitigation with new, well-planned plantings. If you have any questions or concerns regarding tree assessments on this site, please contact Joe at (512)470-9073 joe@treemannsolutions.com or Donald at (512)529-7034 donald@treemannsolutions.com. We are here to help promote smart planning, aid efficient permitting, and ensure quality urban tree canopy preservation!

Respectfully,

Donald Gytri

Donald Gytri | Project Arborist
Tree Mann Solutions, LLC
ISA Certified Arborist TX-4752A
Tree Risk Assessment Qualified (TRAQ)
Texas Oak Wilt Qualified #503 (TXOWQ)

MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 9, 2026
Regular Meeting at 6:00 PM

Place 1 – Donnie Mahan, Chair	**Place 5 – James Oliver**
Place 2 – Joseph Morales	**Place 6 – Laura Lantrip, Vice-Chair**
Place 3 – Karen Lewis	**Place 7 –Tyler Bray**
Place 4 – Jay Coats	**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 Laura Lantrip.

3. Director's report to the Planning & Zoning Commission on action taken by City Council on the March 19, 2026 and April 2, 2026 meeting.

4. Review of meeting protocol.

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

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

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

CONSENT AGENDA: ACTION

Motion to approve consent agenda items 6-13.

By: Board Member Oliver
Seconded: Board Member Coats

Vote: 6 - 0

6. Approval of the minutes for meetings held on March 12, 2026 and March 19, 2026.

7. Approval of the extensions of the application expiration for Subdivision Case FP-23-0079 Russi Replat; on one (1) parcel of land 9.186 acres ± in size; more particularly described by Travis Central Appraisal District Parcel 354066, generally located approximately 2,500 feet east of the intersection of Round Mountain Road and Flukes Lane, Leander, Travis County, Texas.

8. Approval of the extension of the application expiration for Subdivision Case FP-23-0081 Gabriels Horn Development Final Plat; on five (5) parcels of land 16.372 acres ± in size; more particularly described by Williamson Central Appraisal District Parcels R473804, R500871, R022218, R655765, and R500872, generally located northwest of the intersection of Ronald W. Reagan Boulevard and Gabriel's Horn Road, Leander, Williamson County, Texas.

9. Approval of the extension of the application expiration for Subdivision Case FP-23-0129 Villas at Speaking Rock Final Plat; on one (1) parcel of land 10.756 acres ± in size; more particularly described by Travis Central Appraisal District Parcel 513825, generally located east of Osage Drive and north of Durango Hills, Leander, Travis County, Texas.

10. Approval of the extension of the application expiration for Subdivision Case FP-24-0150 Leander ISD Elementary School #30 Final Plat; on one (1) parcel of land 31.417 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R624045, commonly known as 1913 Frontenac Street, Leander, Williamson County, Texas.

11. Approval of the extension of the application expiration for Subdivision Case PICP-23-0079 regarding Gabriels Horn Development Public Improvement Construction Plans on five (5) parcels of land 16.372 acres ± in size, more particularly described by Williamson County Appraisal District Parcels R473804, R500871, R022218, R755765, and R500872, generally located northwest of the intersection of Ronald W. Reagan Boulevard and Gabriel's Horn Road, Leander, Williamson County, Texas.

12. Approval of the extension of the application expiration for Subdivision Case PICP-23-0112 Villas at Speaking Rock Construction Plan; on one (1) parcel of land 10.756 acres ± in size; more particularly described by Travis Central Appraisal District Parcel 513825, generally located east of Osage Drive and north of Durango Hills, Leander, Travis County, Texas.

13. Approval of the Subdivision and Site Development Application Forms pursuant to Article IX, Section 9 (a) (1) c. of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.

PUBLIC HEARING: ACTION

14. Conduct a Public Hearing and consider action on Subdivision Case FP-25-0233 to approve the Glory Hill Subdivision Final Plat on four (4) parcels of land approximately 15.45 acres ± in size, more particularly described by Williamson Central Appraisal District parcels R568149, R551919, R082172, and R08217; generally located at the eastern terminus of Private Road 921, Leander, Williamson County, Texas.

Public Hearing opened at 6:04 p.m.; Public Hearing closed at 6:13 p.m.; following discussion.

Anita Chumnanvech, 708 Palamos Dr, Leander, Texas 78641, spoke in opposition of the request.
Elliott Chenger, 908 Almeria Bnd, Leander, Texas 78641, spoke in opposition of the request.
Krishna Raj, 1920 Tabarca Dr, Leander, Texas 78641, spoke in opposition of the request.
Crystal Torres, 1816 Tabarca Dr, Leander, Texas 78641, spoke in opposition of the request.

Submitted via the website in opposition of the request:
Dinesh Kajjam, 920 Almeria Bend, Leander, Texas 78641
Susan Berk, 828 Nocosia Court, Leander, Texas 78641

Motion to approve Subdivision Case FP-25-0233.

By: Board Member Mahan
Seconded: Board Member Oliver

Vote: 4 - 2 Board Member Coats, Board Member Bray

REGULAR AGENDA

15. Discuss and consider action regarding Tree Removal Case TRP-25-0048 regarding the removal of two (2) Significant and two (2) Heritage Trees associated with the Tylerville South Lots 2A and 2B Minor Site Development (SD-25-0377), generally located to the southeast of the intersection of San Gabriel Parkway and W. Broade Steet, Leander, Williamson County, Texas.

    Motion to approve Tree Removal Case TRP-25-0048.

    By: Board Member Oliver
    Seconded: Board Member Bray

    Vote: 6 - 0

16. Adjournment
    Meeting adjourned at 6:32 p.m.

APPROVED

_____
CHAIR

ATTEST:

_____
STAFF LIAISON

AGENDA ITEM # 18

EXECUTIVE SUMMARY
5/7/2026

AGENDA SUBJECT:
Discuss and consider action on an Amended and Restated Memorandum of Understanding between the City of Leander and Hill Country Hyzers Disc Golf Club updating the roles and responsibilities, and adding an additional disc golf site at Devine Lake Park, Leander, Texas; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
At the December 10, 2025, City Council meeting, staff received direction to prepare updates to the existing Memorandum of Understanding (MOU) with the Hill Country Hyzers Disc Golf Club (HCH). The original 2022 MOU, along with the current 2024 MOU, are attached for reference.

Updates include expanding the scope of the agreement to include the installation of a new disc golf course at Devine Lake Park and updating roles and responsibilities for both parties. This amended and restated MOU outlines expectations related to funding participation, data reporting, cost-sharing discussions with HCH, and long-term planning for additional disc golf amenities, including exploration of a future third course per City Council direction. The MOU shall have a term of five years, with an option to renew for an additional five years upon mutual agreement of both parties. If approved, this MOU will amend and replace the 2024 MOU.

More specifically, the City and HCH will continue to operate under a partnership through this amended and restated MOU, which outlines shared responsibilities for the maintenance and operations of the Benbrook Ranch Disc Golf Course. That course remains a valued community asset, supported by a 2022 redesign completed in collaboration with HCH, Mint Discs, and Oise Disc Golf Design. The City will continue to provide course maintenance while HCH will continue to program activities and monitor course conditions.

Also, this amended and restated MOU will help to ensure continued access to disc golf amenities during the construction of the North Brushy Creek Interceptor Project, which will temporarily disrupt the Benbrook Ranch course, by establishing a proposed new beginner-friendly disc golf course at Devine Lake Park. This location will serve as a permanent secondary course within the park system and provide an accessible option for new players and families.

The Devine Lake Park proposed design document is attached. The estimated cost of the Devine Lake course is approximately $20,000.00, and HCH has expressed interest in participating in cost-sharing, consistent with past cooperative projects.

HISTORY/TIMELINE:
11/08/2022 - Executed MOU with HCH for improvements to the Benbrook Ranch Disc Golf Course.
01/18/2024 - Council approved MOU with HCH for operations and use of the Benbrook Ranch Disc Golf Course.
12/10/2025 - Received Council consensus to update the MOU.

APPLICANT/AGENT:

RECOMMENDATION:
City staff recommends that the City Council approve the amended and restated MOU between the City of Leander and HCH Disc Golf Club updating the roles of responsibilities and an additional disc golf site at Devine Lake Park.

PRESENTER:
Ashlea Boyle, Executive Director of Parks, Recreation, and Community Services

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Fiscal Impact

Attachments:

1. Hill Country Hyzers Disc Golf Club - MOU - 11.08.2022 (1)
2. Hill Country Hyzers Disc Golf Club - MOU - 01.18.2024 (1)
3. Disc Golf Photos
4. Devine Lake Proposed Disc Golf Layout
5. First Amended and Restated MOU with Hill Country Hyzers Disc Golf Club 2026

MEMORANDUM OF UNDERSTANDING
JOINT PROPERTY ENHANCEMENT PROJECT BY
CITY OF LEANDER PARKS AND RECREATION
AND
HILL COUNTRY HYZERS DISC GOLF CLUB

To: Mark Tummons, Parks and Recreation Director, City of Leander
Christopher Albert, Hill Country Hyzers Board Member
Alexander 'Xan' Erwin, Hill Country Hyzers Board Member
Mike Olse, Olse Disc Golf Design

From: Kelsey Heiden, Assistant Parks and Recreation Director, City of Leander

Date: September 2, 2022

Subject: Joint property enhancement project at Benbrook Ranch Park Disc Golf Course

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INTRODUCTION:

The Hill Country Hyzers Disc Golf Club ("HCH"), and the City of Leander Parks and Recreation Department ("LPARD"), agree to work cooperatively on the Benbrook Ranch Park Disc Golf Course Redesign ("PROJECT'), in the manner specified below in this Memorandum of Understanding ("MOU'):

$10,000 will be awarded to Olse Design (Mike Olse) in a partnership between: Leander Parks and Recreation (LPARD), Hill Country Hyzers Disc Golf Club (HCH), and Mint Discs (MINT).The project will include a design document outlining the proposed tee and basket locations for each hole. Additionally, Mike Olse will work with LPARD and the HCH during implementation of new holes, moving dirt, trimming trees, and for basket and tee placement.

It is understood by all parties herein that this MOU is not intended to be a legally binding agreement and that it is solely for the purpose of stipulating, outlining and facilitating proposed steps necessary for institution of the PROJECT.

HCH AGREES TO THE FOLLOWING:

1. Fund $4,501 towards the Benbrook Ranch Park Disc Golf Course redesign master plan, as designed by Olse Disc Golf Design.
2. Work with Mint Discs to fundraise for the PROJECT, collecting and funding an additional $2,500 towards the Benbrook Ranch Park Disc Golf Course redesign master plan, as designed by Olse Disc Golf Design.
3. Utilize HCH members to assist in clearing of the PROJECT.
4. Utilize HCH members to assist in implementation of the PROJECT.

LPARD COOPERATION FOR THE FOLLOWING:

5. Identify proposed space on CITY property, as determined by CITY, to accommodate the PROJECT.
6. Fund $2,999 towards the Benbrook Ranch Park Disc Golf Course redesign master plan, as designed by Olse Disc Golf Design.
7. Purchase of new sleeves for baskets as determined by the PROJECT design.
8. Utilize Parks and Recreation Maintenance and Operations team members to assist in clearing and implementation of the PROJECT.

9. Utilize Parks and Recreation Maintenance and Operations team members to correct current and planning for future erosion control concerns as determined by the PROJECT plan.
10. Installation of drainage culverts at creek crossings.
11. Utilize community volunteers, as determined by CITY, with HCH to help maintain the PROJECT.
12. Installation of concrete tee pads at existing and new tee locations, as determined by the PROJECT design.
13. Relocation of baskets, as determined by the PROJECT design.

HCH AND LPARD AGREE TO THE FOLLOWING:

1. Work together to develop, for the benefit of the community, programs to further expand the PROJECT.

TERM:

The term for the MOU is through the completion of the design and implementation of the PROJECT, not to exceed one year.

AMENDMENT OR TERMINATION:

This MOU will become effective on the date of the last signature written below (the "Effective Date") and will remain in force thereafter, until the project is completed, unless and until terminated as specified herein. CITY or HCH may terminate at any time, with or without notice, If HCH or CITY desires to terminate this MOU, a written notice is requested to be given to parties no less than 10 calendar days prior to the desired date of termination.

City of Leander Parks and Recreation	Kelsey Heiden	kheiden@leandertx.gov
Hill Country Hyzers Disc Golf Club	Alexander 'Xan' Erwin	xan.erwin@yahoo.com
Hill Country Hyzers Disc Golf Club	Christopher Albert	Christopher.Albert00@gmail.com
Olse Disc Golf Design	Mike Olse	mikeolsediscgolfdesign@mail.com

CITY OF LEANDER, TEXAS

11-8-22

Mark Tummons
Parks and Recreation Director

HILL COUNTRY HYZERS DISC GOLF CLUB

04Nov22

Christopher Albert
Chairperson

8 Nov. '22

Alexander 'Xan' Erwin
Secretary

MIKE OLSE DISC GOLF DESIGN

11/4/22

Mike Olse
Owner, Disc Golf Design

MEMORANDUM OF UNDERSTANDING
between the
Hill Country Hyzers Disc Golf Club
and
City of Leander

This Memorandum of Understanding ("MOU") is made and entered into by and between the Hill Country Hyzers Disc Golf Club, a nonprofit community-based group exempt under section 501c3 of the federal tax code (hereinafter referred to as "Hyzers"), and City of Leander, a municipal corporation located in Leander, Texas, (hereinafter referred to as "City").

WHEREAS:

1. The City, by and through its City Council, has deemed it in the best interest and good will for the citizens of Leander to maintain and improve the City-owned Benbrook Ranch Park and Disc Golf Course ("Course"); and

2. The Hyzers desire to promote disc golf as a viable recreational and competitive sport in the Central Texas area; and

3. The City has need for assistance in funding, coordinating, and implementing Course improvements; and

4. The Hyzers desire to assist the City with Course improvements while allowing the City to retain responsibility and final authority on improvement activities.

NOW, THEREFORE, in consideration of the mutual benefits to each party hereto, the parties agree as follows:

1. The Hyzers agree to submit a calendar of planned activities, including leagues and tournaments, to the City at the beginning of each calendar year. If City planned activities conflict with Hyzers planned activities, City activities will take priority.

2. The Hyzers agree to abide by City permit, license, and insurance requirements for activities hosted at the Course, as applicable, and will not delegate event host responsibilities to a third party.

3. The Hyzers agree to inform participants associated with activities hosted at the Course of City park rules and will assist the City in encouraging compliance.

4. The Hyzers agree to collect funds associated with activities hosted at the Course to be used for Course improvements. Funds will be transferred to the City in the form of an annual check payment. Discussion of the use of funds will be a joint discussion between the City and Hyzers.

5. The City agrees to maintain Course facilities at mutually agreed standards during Hyzers planned activities, as well as monitor course conditions and address concerns in a timely manner, so as to facilitate an optimal play environment.

6. The City agrees to allow Hyzers to promote the Course in marketing and advertising of Hyzers planned activities. However, Hyzers must seek pre-approval from the City to display temporary signage on Course grounds, and sign uses and contents must not conflict with other City rules and regulations.

7. Terms of this MOU are governed by the laws of the state of Texas and Benbrook Ranch Park and Disc Golf Course is located in Williamson County, Texas. This is the entire agreement and there is no other agreement.

8. This MOU is for the term of five (5) years from the date signed by the parties, unless terminated earlier. The MOU may be renewed for an additional five (5) years upon agreement of the parties.

9. This MOU may be terminated by either party upon thirty (30) days' written notice.

10. This MOU may be revised or modified at any time by mutual written agreement of the parties hereto.

THE UNDERSIGNED accept and agree to implement the responsibilities detailed in this Memorandum of Understanding. In witness whereof, the parties, hereto, have executed this agreement:

CITY OF LEANDER, TEXAS
(THE CITY)

By: Isaac D. Turner

Isaac D. Turner, Interim City Manager

Date: 1/28/24

Attest:

Dara Crabtree

Dara Crabtree, City Secretary

Date: 01.18.2024

HILL COUNTRY HYZERS
DISC GOLF CLUB (HYZERS)

By: Alexander Erwin

Alexander Erwin, President

Date: 8 January, 2024

Attest:

Witness

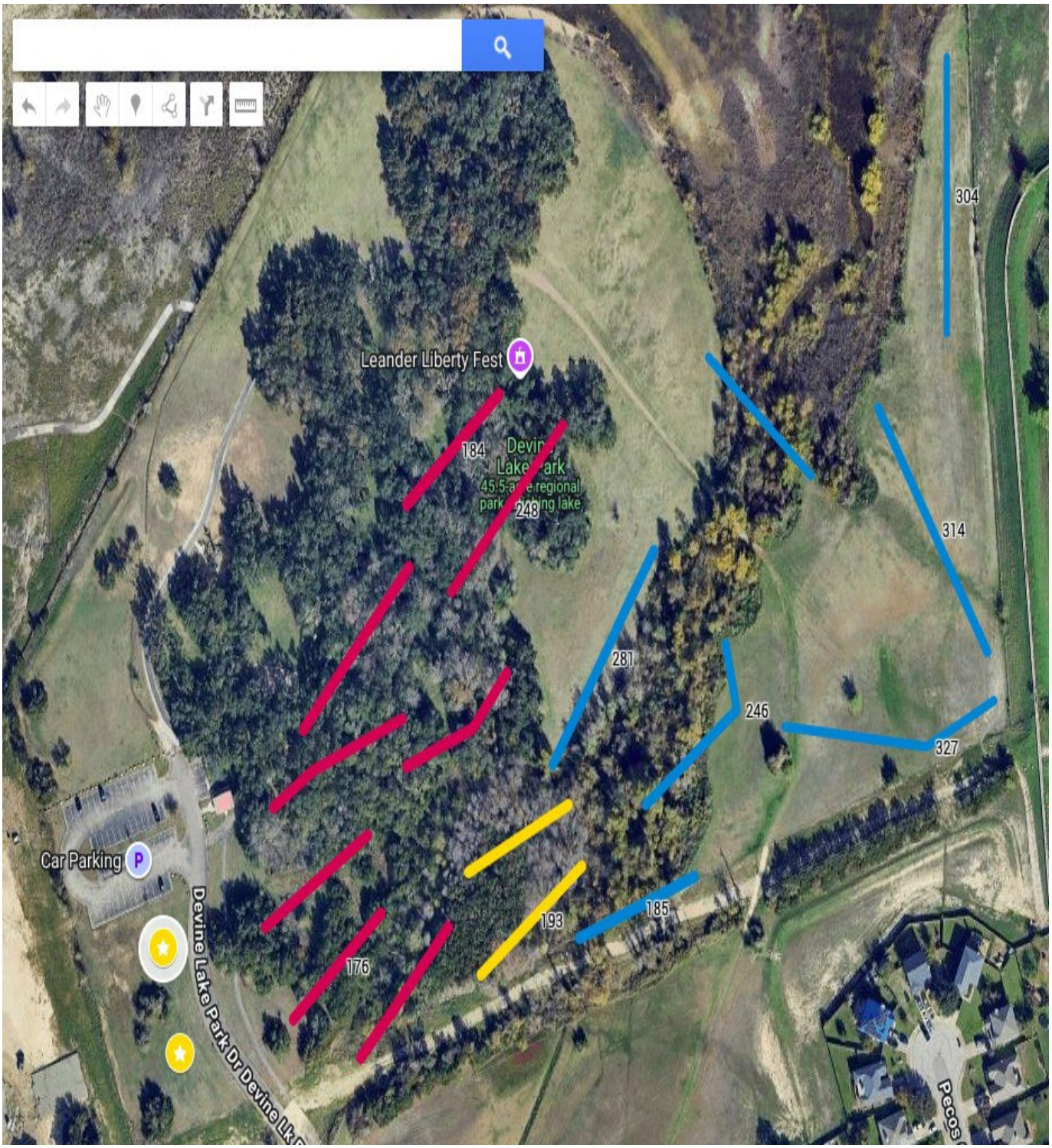
Date:

Members of Hyzers Disc Golf Club at Benbrook Park

Disc Golf Basket or Target - the metal tray at the bottom is referred to as the tray or cage.

Disc Golf Player In Action

Disc Golf Players In Action



Maroon = proposed holes

Yellow = TBD holes

Blue = future expansion holes

AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
between the
Hill Country Hyzers Disc Golf Club
and
City of Leander

This Amended and Restated Memorandum of Understanding ("MOU") is made and entered into by and between the Hill Country Hyzers Disc Golf Club, a nonprofit community-based group exempt under section 501(c)(3) of the federal tax code (hereinafter referred to as "Hyzers"), and City of Leander, a municipal corporation located in Leander, Texas, (hereinafter referred to as "City").

WHEREAS:

1. The City, by and through its City Council, has deemed it in the best interest and good will for the citizens of Leander to maintain and improve the City-owned Benbrook Ranch Park and Disc Golf Course and Devine Lake Park Disc Golf Course (collectively, the "Courses"); and

2. The parties intend to explore opportunities for a potential third disc golf course as part of future park planning, including locations such as San Gabriel Park or other suitable sites; and

3. The Hyzers desire to promote disc golf as a viable recreational and competitive sport in the Central Texas area; and

4. The City has need for assistance in funding, coordinating, and implementing Course improvements; and

5. The Hyzers desire to assist the City with Course improvements while allowing the City to retain responsibility and final authority on improvement activities.

NOW, THEREFORE, in consideration of the mutual benefits to each party hereto, the parties agree as follows:

1. The Hyzers agree to submit a calendar of planned activities, including leagues and tournaments, to the City at the beginning of each calendar year. If City planned activities conflict with Hyzers planned activities, City activities will take priority.

2. The Hyzers agree to abide by City permit, license, and insurance requirements for activities hosted at the Courses, as applicable, and will not delegate event host responsibilities to a third party.

3. The Hyzers agree to inform participants associated with activities hosted at the Courses of City park rules and will assist the City in encouraging compliance. The Hyzers will promptly report any safety concerns, hazards, or maintenance issues to the City.

4. The Hyzers agree to collect funds associated with activities hosted at the Courses ("Remittable Funds") and to remit such funds to the City on an annual basis. For purposes of this MOU,

    a. "Remittable Funds" means fees collected in connection with the use or reservation of the Courses for events, tournaments, leagues, clinics, or similar organized activities including entry fees, participation fees, or any other amounts charged as a condition of participation in or access to such activities. The Hyzers shall maintain Remittable Funds in a manner that allows them to be separately identified and tracked from other funds of the organization.

    b. Unless otherwise agreed in writing by the City, all Remittable Funds collected during each calendar year shall be transferred to the City in a form acceptable to the City no later than January 15 of the following calendar year, together with any reports required under Sections 7 and 8 of this MOU. Remittable Funds are deemed funds held for the benefit of the City and shall not be used except as expressly permitted under this MOU except for Course related projects or improvements (as defined in Section 5) that have been approved in advance by the City.

    c. Notwithstanding anything in this MOU to the contrary, the Hyzers acknowledge that any funds collected in connection with activities hosted at the Courses during calendar year 2025 that were required to be remitted to the City but have not yet been paid remain due and owing. The Hyzers shall remit all such unpaid 2025 funds to the City within ten (10) business days after execution of the MOU by both parties, together with a written accounting showing the amount collected, the source of the funds, and any deductions or expenditures claimed by the Hyzers related to such funds. The City reserves the right to review and verify all financial records related to such funds upon reasonable request. Failure to timely remit such unpaid 2025 funds shall constitute a material breach of this MOU.

5. The City agrees that all funds collected in accordance with Section 4 of this MOU will be used for Course related projects or improvements. The City will collaborate with the Hyzers on planning, design concepts, and cost-sharing related to projects or improvements across all Course locations. For the purposes of this MOU, Course related projects or improvements include, but are not limited to the following:

    a. Maintenance, repair, replacement, or enhancement of Course features, tee pads, baskets, signage;
    b. Construction, maintenance, repair, or improvements to Course trails;
    c. Vegetation management, erosion control or safety improvements at the Courses; or
    d. Other capital or operational improvements that support the function, safety, or quality of the Courses.

6. The City agrees to maintain all Course facilities at mutually agreed standards during Hyzers planned activities, as well as monitor course conditions and address concerns in a timely manner, so as to facilitate an optimal play environment, provided funding is available and allocated for such purposes. The Hyzers may assist with maintenance of the Courses through volunteer efforts only when such activities have been reviewed and approved in advance by the City, provided that prior to engaging in maintenance or related activities volunteers shall

complete and sign volunteer forms supplied by the City.

7. The Hyzers agree to provide a quarterly report to the City for each calendar quarter. Each quarterly report shall be submitted no later than the fifteenth (15th) day of the month follow the end of the applicable quarter (April 15, July 15, October 15, and January 15), and shall include the following:

    a. Estimate of total rounds played each quarter at each course;
    b. Brief description and attendance numbers of club-organized activities held each quarter at each course (events, tournaments, leagues, clinics, etc.);
    c. Summary of all Remittable Funds (as defined in Section 4) collected during the reporting period;
    d. The current balance of all Remittable Funds held by the Hyzers;
    e. All expenditures made for course maintenance, operations, programming, supplies, or improvements;
    f. A separate summary of non-remittable revenue, including merchandise sales, sponsorships, donations, and other club revenue, reported for informational purposes only; and
    g. Any additional information reasonably requested by the City.

    The City reserves the right to review supporting documentation sufficient to verify the information provided in a quarterly report upon reasonable request.

8. The Hyzers agree to provide an annual report to the City for each calendar year, summarizing and reconciling all quarterly reports for that year no later than January 15 , and shall include the following:

    a. A summary of all Remittable Funds (as defined in Section 4) collected during the preceding calendar year;
    b. The total amount of Remittable Funds remitted to the City during the preceding calendar year;
    c. The year-end balance of all Remittable Funds held by the Hyzers, if any;
    d. A summary of expenditures made for course maintenance, operations, programming, supplies, or improvements;
    e. A separate summary of non-remittable revenue, including merchandise sales, sponsorships, donations, and other club revenue, reported for informational purposes only; and
    f. Any additional information reasonably requested by the City.

    The City reserves the right to review supporting documentation sufficient to verify the information provided in the annual report upon reasonable request.

9. The City agrees to allow Hyzers to promote the Courses in marketing and advertising of Hyzers planned activities. However, Hyzers must seek pre-approval from the City to display temporary signage on grounds of the Courses, and sign uses and contents must not conflict with other City rules and regulations.

10. Terms of this MOU are governed by the laws of the state of Texas. Benbrook Ranch Park and Disc Golf Course and Devine Lake Park are both located in Williamson County, Texas.

This document constitutes the entire agreement between the parties.

11. The parties shall designate points of contact which either party may change from time to time. The following points of contact are designated for communication:

    a. Hyzers – Primary: Alexander Erwin (President);
       Secondary: Clint Blaylock (Vice President)

    b. City – Primary: John Smyth (Parks and Facilities Operations Manager);
       Secondary: Vacant (Parks and Facility Operations Assistant Manager).

12. Notices and reports provided for in this MOU shall be delivered to the physical address or email address as follows:

    If to the Hyzers:
    Alexander Erwin - President
    229 Montell Drive, Georgetown, Texas 78628
    512-577-9246
    info@hyzers.org

    If to the City:
    John Smyth - Parks and Facilities Operations Manager
    406 Municipal Drive, Leander, Texas 78641
    jsmyth@leandertx.gov

13. The Hyzers shall operate under this MOU as an independent contractor and not as an employee, agent, partner, or representative of the City. Nothing in this MOU shall be construed to create an agency, joint venture, or employment relationship between the parties, and the Hyzers have no authority to bind or obligate the City in any manner.

14. Any disputes arising out of or relating to this MOU shall be brought and resolved exclusively in the state or federal courts located in Williamson County, Texas.

15. This MOU is for the term of five (5) years from the date signed by the parties, unless terminated earlier. The MOU may be renewed for an additional five (5) years upon written agreement of the parties.

16. This MOU may be terminated by either party upon thirty (30) days' written notice.

17. This MOU may be revised or modified at any time by mutual written agreement of the parties hereto.

18. This MOU amends and replaces in its entirety the Memorandum of Understanding between the Hill Country Hyzers Disc Golf Club and the City of Leander dated January 18, 2024.

THE UNDERSIGNED accept and agree to implement the responsibilities detailed in this Memorandum of Understanding. In witness whereof, the parties, hereto, have executed this agreement:

CITY OF LEANDER, TEXAS
(THE CITY)

By: _____
Todd Parton, City Manager

Date: _____

Attest:

_____
Dara Crabtree, City Secretary

Date: _____

HILL COUNTRY HYZERS
DISC GOLF CLUB (HYZERS)

By: _____
Alexander Erwin, President

Date: 28 April, 2026

Attest:

_____
Witness

Date: _____

AGENDA ITEM # 19

EXECUTIVE SUMMARY
5/7/2026

AGENDA SUBJECT:
Discuss and consider action on an Ordinance amending Ordinance No. 25-061-00 adopting the annual budget for Fiscal Year 2026 in the amount of $405,646 being funded through CO Bond Series 2024-B fund balance for roadway resurfacing improvements to the Bagdad Terminus Station project (CIP W.74).

BACKGROUND:
An allocation of $405,646 is requested to resurface the northbound and southbound outer lanes of Bagdad Road, from Crystal Falls Parkway to Kettering Drive, in order to restore pavement integrity and enhance ride quality.

The Bagdad Terminus Pump Station (CIP W.74) project 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 million gallon (MG) concrete ground storage tank, the addition of a new 24" water transmission waterline 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.

As part of this work, the project also included resurfacing the middle lane of Bagdad Road and restoring pavement where lateral cuts were made for installation of the new transmission line and associated connections. However, the number of trench cuts required for the utility improvements has negatively affected ride quality within the project limits, making resurfacing of the outer lanes necessary as well. To implement a cost-effective solution, staff incorporated the resurfacing of these outer lanes in the work scope for the Public Works annual road rehabilitation program.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
City staff recommends that the City Council approve an Ordinance amending Ordinance No. 25-061-00 adopting the annual budget for Fiscal Year 2026 in the amount of $405,646.00 being funded through CO Bond Series 2024-B.

PRESENTER:
Otis Williams, Chief Financial Officer

Fiscal Impact

Amount requested:	$405,646
Approved in current budget (Yes / No):	No
Expenditure (New / Amended):	Amended
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	Fund 24 CO Bond Series 2024-B

Attachments:

1. Ordinance Amending FY26 and Exhibit A
2. Location Map_Bagdad Rd. CF to Kettering

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ORDINANCE NO. 25-061-00 ADOPTING THE ANNUAL BUDGET OF THE CITY OF LEANDER, TEXAS FOR FISCAL YEAR 2026.

WHEREAS, a proposed budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026 for the City of Leander, Texas was duly filed with the City Secretary and was duly presented to the Mayor and City Council; and

WHEREAS, the City Council approved and adopted the FY 2026 budget; and

WHEREAS, the City Council desires to amend the budget to account for changes that were unanticipated prior to adoption of the budget.

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. Budget Amendment. The FY 2026 Budget is hereby amended as shown in Exhibit A.

SECTION 3. **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Texas Government Code.*

PASSED and **APPROVED** on this 7 day of May 2026.

ATTEST: **CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree, City Secretary Na'Cole Thompson, Mayor

EXHIBIT A

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT FY 2026 CHANGE	TOTAL
REVENUES				
24-00-3100	Fund Balance	CO Bond Series 2024-B	405,646	
		Total Revenues		405,646
EXPENDITURES				
24-01-8654	CIP W.74	Bagdad Terminus Roadway Improvement Project	405,646	
		Total Expenditures		405,646

City of Leander

FY2026 Roadway Rehabilitation Project:
S Bagdad Rd (Terminus) - Crystal Falls to Kettering Dr

N

0 250 500 1,000 Feet

AGENDA ITEM # 20

EXECUTIVE SUMMARY
5/7/2026

AGENDA SUBJECT:
Discuss and consider action on the Master Fiber Conduit Network sharing Interlocal Agreement by and between the City of Leander and Leander Independent School District; and an addendum to the Master Fiber Conduit Network sharing Interlocal Agreement to include the Ada Mae Faubion School for Early Childhood Learning.

BACKGROUND:
The City of Leander Information Technology Department continuously seeks out mutually beneficial partnerships with other government entities for the purpose of pooling resources to accomplish goals while minimizing costs to taxpayers. Leander ISD and the City of Leander have established several agreements over the years, including sharing of network and telecommunications infrastructure resources. This agreement seeks to expand existing agreements between Leander ISD and the city to include mutual sharing of underground conduit infrastructure in multiple locations where it makes logistical sense and improves services to the citizens of the city. Such sharing reduces the burden on taxpayers of both entities and minimizes the amount of digging and trenching required in the right of way and the resulting risk of impact to existing utilities. This agreement establishes a framework for conduit sharing moving forward and establishes the first conduit sharing arrangement under the agreement, which will enable Leander ISD to provide network resources to the Early Childhood Learning Center located at 800 W. San Gabriel Parkway that is anticipated to open later this year.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval of the Master Fiber Conduit Network sharing ILA and the addendum to the Master Fiber Conduit Network sharing ILA.

PRESENTER:
Trace Caraway, IT Director

Fiscal Impact

Attachments:

AGENDA ITEM # 21

EXECUTIVE SUMMARY
5/7/2026

AGENDA SUBJECT:
Discuss and consider action on a Resolution finding public convenience and necessity and authorizing eminent domain proceedings, if necessary, for the acquisition in fee simple of 1.958 acres (as described in Exhibit "A" to the Resolution) from certain real property owned by Deborah J. Ebner for the public use and purpose of construction of public roadway and drainage improvements for the San Gabriel Parkway Phase 3 Roadway Extension and Improvement Project (CIP T.46).

BACKGROUND:
The City is engaging in efforts to acquire permanent easements for the construction of public roadway and drainage improvements for the San Gabriel Parkway Phase 3 Roadway Extension and Improvement Project. The deadline for responding to the City's final offer to purchase the easement has expired without the parties reaching an agreement. Therefore, the next step is for the City Council to authorize condemnation of the land.

Construction cost estimates for the San Gabriel Parkway — Phase 3 project is $15,933,047. Funding for this project has been allocated from 2016 and 2025 bond proceeds. In 2016, $17 million in bonds were sold and $913,047 of those proceeds has been allocated to this project for design services. In 2025, $132 million in bonds were sold and $15,020,000 is proposed for the construction.

This subject tract is generally located at the southwest corner of San Gabriel Parkway and County Road 270. It is one of seven parcels required for the road right-of-way. Thus far, one other right-of-way parcel has been acquired, one right-of-way parcel is being dedicated, and the remaining four parcels are in various stages of acquisition.

The Resolution must be approved using specific motion language, stated below, and a roll call vote must be taken.

Required Motion Language (Roll Call Vote Needed):*"I move that the City of Leander authorize the use of the power of eminent domain to acquire 1.958 acres of land in fee simple from property owned by Deborah J. Ebner as described in Agenda Item 21 for the public use of constructing public roadway and drainage improvements for the San Gabriel Parkway Phase 3 roadway improvement project."*

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

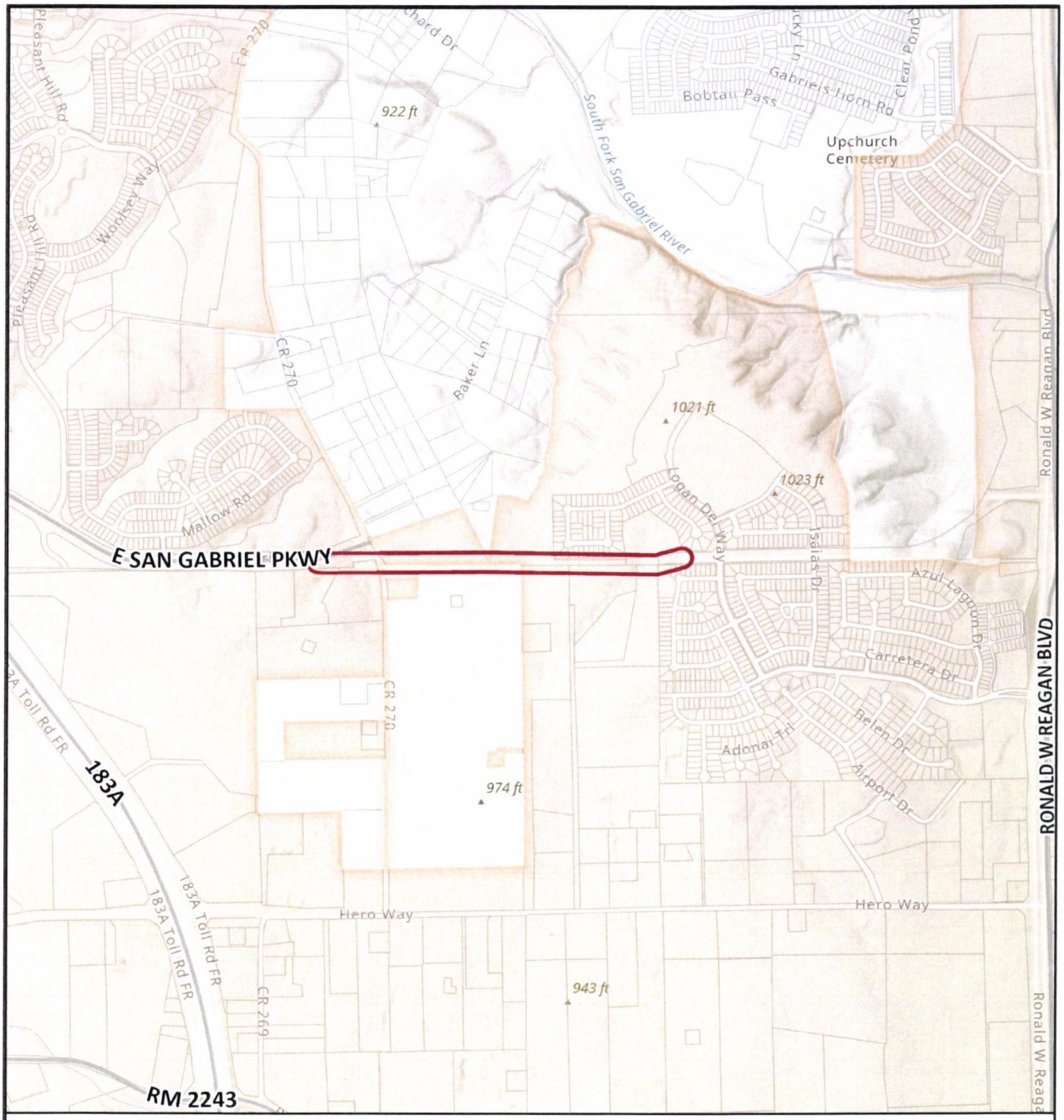
It is recommend that City Council approves this resolution finding public convenience and necessity and authorizing eminent domain proceedings, if necessary, for the acquisition in fee of 1.958 acres for the public use and purpose of construction of public roadway and drainage improvements for the San Gabriel Parkway Phase 3 Roadway Extension and Improvement Project (CIP T.46).

PRESENTER:
Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. T.46 San Gabriel Parkway Phase 3 CIP
2. T.46 San Gabriel Parkway Phase 3 Easement Roll
3. Resolution PCN with Exhibit A 04.16.2026



CIP Program

T.46 - San Gabriel Parkway East - Phase 3

N
W
E
S

0 750 1,500 Feet

Transportation Projects

T.46

Leander City Limits

Parcels (WCAD)

City of Leander
Geographic Information Systems

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.

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.46	**RANKING:**	17
PROJECT TITLE	San Gabriel Parkway - Phase 3	**MATRIX SCORE:**	95.5
DEPARTMENT(S)	Engineering		

PROJECT DESCRIPTION:

This project constructs four (4) lane arterial section with medians for San Gabriel Parkway beginning at County Road 270 and extending to the western end of the recently completed Phase 1 four (4) lane section of San Gabriel Parkway that extends across the common boundary of Palmera Bluff and Palmera Ridge. The intersection at County Road 270 will be extended through private property and City-owned Right-Of-Way (ROW). The project will include storm drains, detention pond, sidewalks, street lighting, and conduit for future fiber optic cable.

Location	East North Central Leander
Limits From/To:	CR 270 to Palmera Ridge Subdivision - CO

Schedule	**Duration**
Design Phase	40 months
ROW/Esmt Acq.	12 months
Construction	18 months

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure, including Fiber conduit.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

PROJECT NEED/BENEFITS

Per the Transportation Master Plan, this project is needed to provide egress from the Palmera Bluff and Palmera Ridge subdivisions, to the west and towards Tollway 183A. Completes the east to west corridor, improving response times for emergency vehicle traffic.

☐ Project requires hiring new staff	Anticipated Number of New Employees:	0	Usable Life of Asset:	30	Years

PROJECT COSTS	Prior	FY26	FY27	FY28	FY29	FY30	FY31 - FY35	Total
Design Consultant	$ 813,047	$ -	$ -	$ -	$ -	$ -	$ -	$ 813,047
Construction	$ -	$ 9,900,000	$ -	$ -	$ -	$ -	$ -	$ 9,900,000
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ 145,000	$ -	$ -	$ -	$ -	$ -	$ 145,000
Contingencies	$ -	$ 2,475,000	$ -	$ -	$ -	$ -	$ -	$ 2,475,000
Other (easements and Right-Of-Way)	$ -	$ 2,600,000	$ -	$ -	$ -	$ -	$ -	$ 2,600,000
Total Estimated Cost	$ 813,047	$ 15,120,000	$ -	$ -	$ -	$ -	$ -	$ 15,933,047

PROJECT BUDGET		Prior	FY26	FY27	FY28	FY29	FY30	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
55-00-4013	Transportation CO Proceeds	$ 813,047	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 913,047
50	September Debt Issuance 2025	$ -	$ 15,020,000	$ -	$ -	$ -	$ -	$ -	$ 15,020,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ 813,047	$ 15,120,000	$ -	$ -	$ -	$ -	$ -	$ 15,933,047
EXPENDITURE									
55-01-8386	San Gabriel Pkwy	$ 813,047	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 913,047
TBD	TBD	$ -	$ 15,020,000	$ -	$ -	$ -	$ -	$ -	$ 15,020,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ 813,047	$ 15,120,000	$ -	$ -	$ -	$ -	$ -	$ 15,933,047

Note: All amounts are shown in current dollars

BRYSON

TARA BACCUS
CALLED 5.075 ACRES
DOC. NO. 2006075331
O.P.R.W.C.T.
APRIL 5, 2006

JOSE S. ENRIQUEZ AND
IRENE ENRIQUEZ
CALLED 1.867 ACRES
VOL. 1785, PG. 461
O.P.R.W.C.T.
JUNE 6, 1989

PALMERA BLUFF DEVELOPMENT

PALMERA BLUFF DEVELOPMENT

PALMERA BLUFF DEVELOPMENT INC
CALLED 4.923 ACRE HOA TRACT
DOC. NO. 2021106345 4
O.P.R.W.C.T.
APRIL 29, 2021

HOA POND AND DRAINAGE EASEMENT
LOT 97, BLOCK B,
CALLED 0.346 ACRE HOA TRACT
PALMERA BLUFF SECTIONS 3 & 5
DOC. NO. 2021063454,
M.P.R.W.C.T.
APRIL 29, 2021

PALMERA RIDGE MASTER COMMUNITY, INC.
LOT 97
DOC. NO. 2021120736
O.P.R.W.C.T.
AUGUST 10,2021

PALMERA RIDGE MASTER COMMUNITY, INC.
LOT 39
DOC. NO. 2021120736
O.P.R.W.C.T. 188
AUGUST 10,2021

PALMERA BLUFF DEVELOPMENT INC
REMAINDER OF A CALLED 120.2 ACRES
(CALCULATED 0.718 ACRES)
DOC. NO. 2015093728
O.P.R.W.C.T.
OCTOBER 16, 2015

PROPOSED DRAINAGE AND
GRADING EASEMENT
0.3066-ACRE TRACT
(13,356 SQUARE FEET)

PEGGY ANN DARR BUTLER AND
SANDRA KATE DARR YARBOROUGH
CALLED 0.92 ACRES 105
DOC. NO. 1993007816
O.P.R.W.C.T.
MARCH 3, 1993

PALMERA BLUFF DEVELOPMENT INC
REMAINDER OF A CALLED 99 ACRES
(CALCULATED 13.408 ACRES)
BEING 220.3 ACRES 105
SAVE AND EXCEPT 120.00 ACRES
DOC. NO. 2015093770
O.P.R.W.C.T.
OCTOBER 23, 2015

PALMERA BLUFF DEVELOPMENT INC
REMAINDER OF A CALLED 99 ACRES
(CALCULATED 13.408 ACRES)
BEING 220.3 ACRES 105
SAVE AND EXCEPT 120.00 ACRES
DOC. NO. 2015093770
O.P.R.W.C.T.
OCTOBER 23, 2015

PROPOSED DRAINAGE AND
GRADING EASEMENT
0.7537-ACRE TRACT
(32,833 SQUARE FEET)

DRAINAGE AND GRADING EASEMENT
0.7547-ACRE TRACT
(32,873 SQUARE FEET)

DRAINAGE AND GRADING EASEMENT
0.7547-ACRE TRACT
(32,873 SQUARE FEET)

SAN GABRIEL PARKWAY
VARIABLE WIDTH R.O.W.
(NO RECORD INFORMATION FOUND)

E San Gabriel Pkwy

County Road 270

PARCEL 1
1.958 ACRES
(85,277 SQUARE FEET)

DENNIS L. ELLISON
10 FEET WIDE ACCESS EASEMENT
DOC. NO. 2020035526 O.P.R.W.C.T.

PARCEL 1, PART 1
1.179-ACRE TRACT
(51,375 SQUARE FEET)

PARCEL 2
1.596-ACRE TRACT
(69,445 SQUARE FEET)

PARCEL 2, PART 2
2.206-ACRE TRACT
(96,107 SQUARE FEET)

PARCEL 2, PART 2
2.206-ACRE TRACT
(96,107 SQUARE FEET)

PARCEL 4
0.5762-ACRE TRACT
(25,098 SQUARE FEET)

PARCEL 5
0.7509-ACRE TRACT
(32,709 SQUARE FEET)

PARCEL 6
0.0665-ACRE TRACT
(2,898 SQUARE FEET)

CITY OF LEANDER
CALLED 8.93 ACRES
DOC. NO. 2019053303
O.P.R.W.C.T.
JUNE 13, 2019

DRAINAGE AND GRADING
EASEMENT
0.0032-ACRE TRACT
(138 SQUARE FEET)

PEC Easement

PEC Easement

DRAINAGE AND GRADING EASEMENT
0.4039-ACRE TRACT
(17,594 SQUARE FEET)

DRAINAGE AND GRADING EASEMENT
0.3285-ACRE TRACT
(14,311 SQUARE FEET)

HERO WAY CAPITOL, LLC
CALLED 41.36 ACRES
DOC. NO. 2021121563
O.P.R.W.C.T.
AUGUST 6, 2021

BILLY JACK CARTER
TRACT 1
CALLED 2.005 ACRES
DOC. NO. 2022028177
O.P.R.W.C.T.
FEBRUARY 4, 2022

DRAINAGE AND GRADING
EASEMENT
0.3484-ACRE TRACT
(15,444 SQUARE FEET)

BILLY JACK CARTER
TRACT 2
CALLED 5.748 ACRES
DOC. NO. 2022028177
O.P.R.W.C.T.
FEBRUARY 4, 2022

DRAINAGE AND GRADING
EASEMENT
0.1958-ACRE TRACT
(8,527 SQUARE FEET)

DRAINAGE AND GRADING EASEMENT
0.0236-ACRE TRACT
(1,029 SQUARE FEET)

DENNIS L. ELLISON
CALLED 5.82 ACRES
DOC. NO. 2020035582
O.P.R.W.C.T.
APRIL 7, 2020

EBNER TRACT

DENNIS L. ELLISON
CALLED 7.231 ACRES
DOC. NO. 2020035528
O.P.R.W.C.T.
APRIL 7, 2020

TITAN LEANDER LAND INVESTORS
CALLED 98.585 ACRES "TRACT 1"
CALLED 1.000 ACRES "TRACT 2"
CALLED 1.242 ACRES "TRACT 3"
CALLED 2.841 ACRES "TRACT 4"
DOC. NO. 2024031044
O.P.R.W.C.T.
APRIL 19, 2024

TITAN LEANDER DEVELOPMENT

COUNTY ROAD 270
VARIABLE WIDTH R.O.W.
(NO RECORD INFORMATION FOUND)

PROPOSED TEMPORARY
CONSTRUCTION EASEMENT
0.0602-ACRE TRACT
(1,753 SQUARE FEET)

PROPOSED TEMPORARY
CONSTRUCTION EASEMENT
0.0913-ACRE TRACT
(3,976 SQUARE FEET)

AUSTIN BELIEVERS FELLOWSHIP,
A TEXAS NON- PROFIT CORPORATION
CALLED 17.292 ACRES
DOC. NO. 2008074537
O.P.R.W.C.T.
SEPTEMBER 28, 2008

HERO WAY CAPITAL

CARTER TRACT

BRATTON
TRACT

BARBARA E. BRATTON
REMAINDER OF A
CALLED 12.40 ACRES
(6.40 ACRES CALCULATED)
DOC. NO. 2021131457
O.P.R.W.C.T.

PALMERA
RIDGE
HOA

PALMERA RIDGE
SECTION 8, LOT 18, BLOCK 5,
1.269 ACRES,
HOA POND & DE & PE
DOC. NO. 2018029226
P.R.W.C.T.

Dal Ranch Rd

PRELIMINARY:
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

RIGHT OF WAYS AND BOUNDARIES ARE APPROXIMATE AND SHALL NOT BE USED, VIEWED, RECORDED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. SOME PARCELS USE CAD LINES TO SUPPLEMENT WHERE NEEDED.

DOUCET
A Kleinfelder Company
Civil Engineering // Entitlements // Geospatial
927 E. Sonterra Blvd., Ste 107
San Antonio, Tx 78258, Tel: (210)-469-4564
www.doucetengineers.com

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

San Gabriel Parkway, Phase 3, Parcel 1 (Deborah J. Ebner)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS IF NECESSARY FOR ACQUISITION IN FEE SIMPLE OF A 1.958 ACRE (85,277 SQUARE FOOT) PARCEL OF LAND OUT OF THE L.B. JOHNSON SURVEY, ABSTRACT NUMBER 350 AND TALBOT CHAMBERS SURVEY, ABSTRACT 125, WILLIAMSON COUNTY, TEXAS, SAID 1.958 ACRE TRACT BEING A PORTION OF TWO (2) TRACTS: 1) A CALLED 5.02 ACRE TRACT, AND 2) A CALLED 7.231 ACRE TRACT, BOTH TRACTS BEING DESCRIBED IN A DEED TO DEBORAH J. EBNER, RECORDED IN DOCUMENT NUMBER 2025044414 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS [O.P.R.W.C.T.], AND ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, the City of Leander, Texas ("City") hereby finds that public convenience and necessity require acquisition in fee simple of that certain 1.958 acre parcel of land situated in Williamson County, Texas that is described with particularity by metes and bounds and survey plat in **Exhibit "A,"** attached and incorporated herein by reference as if fully set out, with such 1.958 acre parcel of land being referred to hereafter as the **"Property,"** for the public purpose and the public use of construction, reconstruction, improvement, operation, use, maintenance, extension, repair, and replacement of public road infrastructure improvements and appurtenances thereto, including but not limited to roadways, sidewalks, utilities, landscaping, lighting, and drainage improvements incident to the City's San Gabriel Parkway Phase 3 roadway extension and improvement project, with all such uses being referred to hereafter as the "**Project**," and further for the use of any and all excavated materials from the **Property** for the City's use during the **Project**; and

WHEREAS, in order to effectuate the **Project**, it will be necessary and convenient that agents, representatives, or employees of the City lay out the **Project** and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the **Project**; and for the use of any excavated materials from the **Property** for use in the **Project**; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the **Property** for construction of the **Project**; and

WHEREAS, in order to acquire **Property** it will be or has been necessary for the City's agents, representatives, or employees to enter upon the **Property** for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the **Project**;

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

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition in fee simple of that certain 1.958 acre parcel of land situated in Williamson County, Texas, that is described with particularity by metes and bounds and survey plat in **Exhibit "A,"** for the public use and public purpose of construction, reconstruction, improvement, operation, use, maintenance, extension, repair, and replacement of public road infrastructure improvements and appurtenances thereto for the City's San Gabriel Parkway Phase 3 roadway extension and improvement project.

2. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen materials that may be excavated from the **Property** for any purposes related to the **Project**.

3. That the City's agents, representatives, or employees are hereby authorized to:

    a. Lay out the exact location of the land area needed from the **Property**, or other properties; and

    b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances; and

    c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests; and

    d. Negotiate with the owners of any such properties for the purchase thereof;

e. To purchase any necessary easements and right of way on, over, under and across the **Property** and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council; and

f. Initiate eminent domain proceedings against the owner(s) of the **Property** for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the **Property**; and

g. Enter into and fund possession and use agreements ("PUAs") to secure the possession of needed properties for the **Project** (including the **Property**) on terms acceptable to the City Attorney should the City Manager determine such PUAs are desirable; and

h. Take whatever further actions deemed appropriate to economically effect the establishment of the **Project** and appurtenances thereto.

4. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the **Project**, including the negotiation for and/or acquisition of any necessary property rights in the **Property** are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

5. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Leander, Texas.

6. This resolution shall be effective immediately upon adoption.

RESOLVED by the City Council of the City of Leander, Texas this 7 day of May, 2026.

THE CITY OF LEANDER, TEXAS **ATTEST**:

By: _____ _____

Na'Cole Thompson, Mayor Dara Crabtree, City Secretary

APPROVED AS TO FORM:

_____

Paige Saenz, City Attorney

7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

DOUCET

EXHIBIT "A"

San Gabriel Pkwy Ph 3
Williamson County, Texas

D&A Job No. 2181-002-02
Revised: September 18, 2025

METES AND BOUNDS DESCRIPTION FOR PARCEL 1

BEING A 1.958-ACRE [85,277 SQUARE FEET] TRACT OUT OF THE L.B. JOHNSON SURVEY, ABSTRACT NUMBER 350 AND TALBOT CHAMBERS SURVEY, ABSTRACT 125, WILLIAMSON COUNTY, TEXAS, SAID 1.958-ACRE TRACT BEING A PORTION OF TWO (2) TRACTS: 1) A CALLED 5.02-ACRE TRACT, DESCRIBED TO DEBORAH J. EBNER, AS RECORDED IN DOCUMENT NUMBER 2025044414 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS [O.P.R.W.C.T.], AND 2) A CALLED 7.231-ACRE TRACT, DESCRIBED TO DEBORAH J. EBNER AS RECORDED IN DOCUMENT NUMBER 2025044414 [O.P.R.W.C.T.]; SAID 1.958-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found in the northwesterly line of a said 5.02-acre tract, same point being in the existing southeasterly Right-of-Way (R.O.W.) line of San Gabriel Parkway, variable width R.O.W., as described in Document Number 2006066934 [O.P.R.W.C.T.];

THENCE N67°34'24"E, with the existing R.O.W. line of San Gabriel Parkway and with the northwesterly line of said 5.02-acre tract, for a distance of 16.16 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the **POINT OF BEGINNING**, and for the west corner of the tract described herein, with surface coordinates N=10,191,247.16, E=3,081,737.43;

THENCE with the existing southwesterly R.O.W. line of San Gabriel Parkway and with the northwesterly line of said 5.02-acre tract and said 7.231-acre tract, the following five (5) courses:

1) N67°34'24"E, for a distance of 192.80 feet to a 1/2-inch iron rod with cap stamped "G&R" found for the northeast corner of said 5.09-acre tract, for the northwest corner of said 7.231-acre tract, and for an angle corner of the tract described herein,

2) N67°32'51"E, for a distance of 14.70 feet to calculated point for an angle corner of the tract described herein,

3) N68°49'11"E, for a distance of 122.03 feet to a 1/2-inch iron rod found for an angle corner of the tract described herein,

4) N29°16'08"W, for a distance of 51.95 feet to a 1/2-inch iron rod found for an angle corner of the tract described herein, and

5) N62°51'46"E, for a distance of 232.27 feet to a 1/2-inch iron rod found for the northeast corner of said 7.231-acre tract, same point being at the intersection with the existing westerly R.O.W. line of County Road 270, variable width R.O.W., as described in Volume 2099, Page 974, [O.P.R.W.C.T.], and for the northeast corner of the tract described herein;

THENCE with the existing westerly R.O.W. line of said CR 270 and with the easterly line of said 7.231-acre tract, the following six (6) courses:

1) S29°03'47"E, for a distance of 45.61 feet to a 1/2-inch iron rod found for an angle corner of the tract described herein,

2) S34°06'33"E, for a distance of 45.52 feet to a 1/2-inch iron rod found (bent) for an angle corner of the tract described herein,

[CONTINUED ON NEXT PAGE]

7401B Highway 71 West, Suite 160, Austin, TX 78735
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Fax: 512.583.2601
Doucetengineers.com

3) S36°25'46"E, for a distance of 83.44 feet to a 1/2-inch iron rod found for an angle corner of the tract described herein,

4) S29°45'36"E, for a distance of 54.91 feet to a 1/2-inch iron rod found for an angle corner of the tract described herein,

5) S24°04'46"E, for a distance of 359.16 feet to a 1/2-inch iron rod found for an angle corner of the tract described herein, and

6) S20°43'41"E, for a distance of 53.12 feet to a 1/2-inch iron rod found for the southeast corner of said 7.231-acre tract, same point for the northeast corner of a called 17.282-acre tract conveyed to Austin Believers Fellowship, A Texas Non-Profit Corporation, recorded in Document Number 2008074537 [O.P.R.W.C.T.], and for the southeast corner of the tract described herein;

THENCE, S66°13'32"W, with the common line of said 7.231-acre tract and said 17.282-acre tract, for a distance of 26.18 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the most southerly southwest corner of the herein described tract;

THENCE over and across said 7.231-acre tract and said 5.02-acre tract, the following four (4) courses:

1) N20°50'19"W, for a distance of 47.93 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set,

2) With curve to the left, defined by an arc length of 91.36 feet, a radius of 515.00 feet, a delta angle of 10°09'52", and a chord which bears N25°55'15"W, for a distance of 91.24 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for a point of tangency of the tract described herein,

3) N31°00'11"W, for a distance of 253.87 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein, and

4) S86°06'13"W, for a distance of 566.36 feet to the **POINT OF BEGINNING** and containing 1.958 acres [85,277 square feet].

Notes:
Basis of bearings is the Texas Coordinate System, Central Zone [4203], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by dividing by the surface adjustment factor of 1.00012.
Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, J. Dillon Fugate, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.

09/19/2025
Date

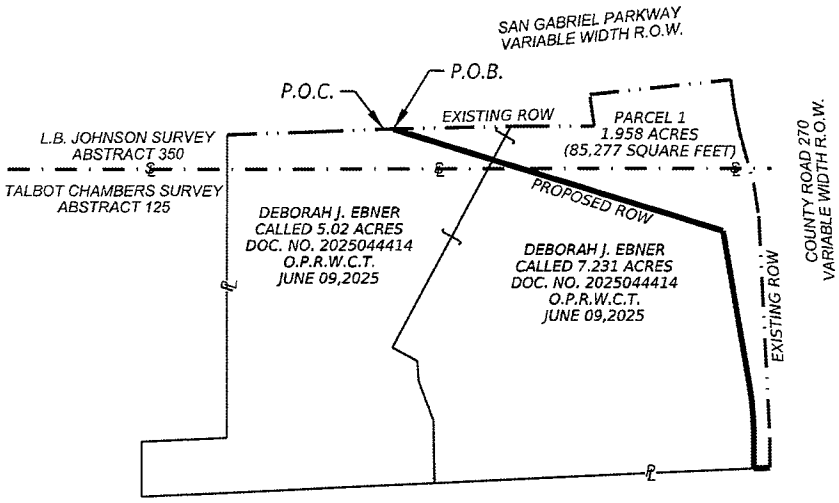
J. Dillon Fugate
Registered Professional Land Surveyor
Texas Registration No. 6360
Doucet & Associates, Inc.
DFugate@Kleinfelder.com
TBPELS Firm Registration No. 10194551

STATE OF TEXAS
REGISTERED
DILLON FUGATE
6360
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"

LEGEND

- FOUND MONUMENT (AS NOTED)
- 1/2" IRON ROD WITH CAP STAMPED "DOUCET" SET
- CALCULATED POINT
- PROPOSED ROW
- PROPERTY LINE
- LINE BREAK
- EXISTING ROW
- PROPOSED EASEMENT
- APPROXIMATE SURVEY ABSTRACT LINE
- M.P.R.W.C.T.- MAP AND PLAT RECORDS OF WILLIAMSON COUNTY TEXAS
- O.P.R.W.C.T.- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- VOL.,PG. VOLUME, PAGE
- () RECORD CALLED
- PARCEL HOOK



SURVEY NOTES:
1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010).
2. ALL DISTANCES AND COORDINATE VALUES CITED HEREON ARE SURFACE (SURFACE ADJUSTMENT FACTOR OF 1.00012), BASED ON U.S. SURVEY FEET.
3. RECORD INFORMATION SHOWN HEREON IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.
4. FIELD SURVEYING WAS PERFORMED AUGUST 07, 2023.
5. A DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PLAT.
6. THE CALCULATED POINTS MAY BE REPLACED WITH A MONUMENT AT A LATER DATE UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT AND ACCOMPANYING PROPERTY DESCRIPTION REPRESENT THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

STATE OF TEXAS REGISTERED DILLON FUGATE 6360 PROFESSIONAL LAND SURVEYOR

09/19/2025

J. DILLON FUGATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6360
TBPELS FIRM REGISTRATION NO. 10194551
DFUGATE@KLEINFELDER.COM

REVISED: 09/18/2025

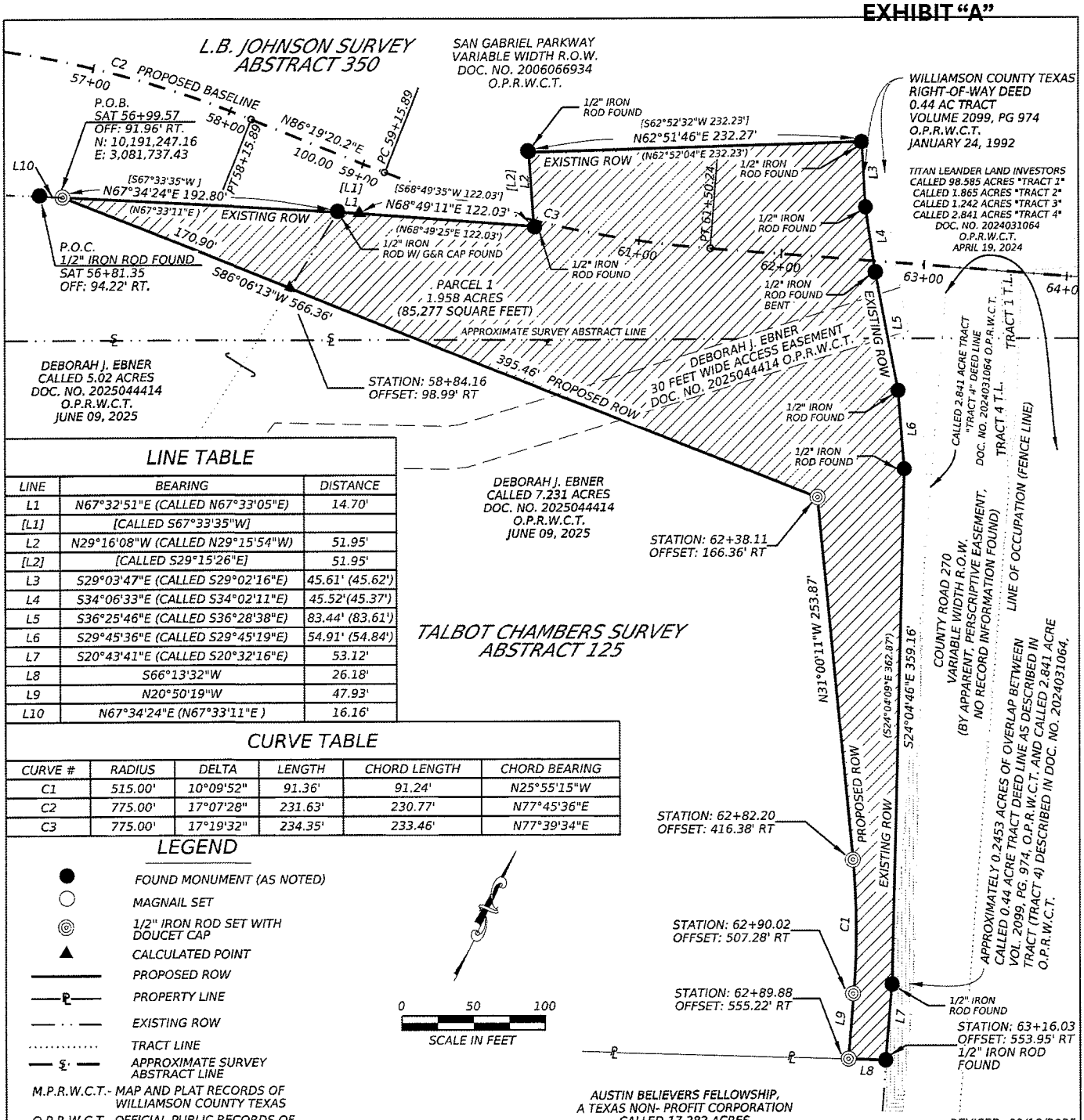
	EXISTING (AC)	ACQUISITION AC. / S.F.	REMAINDER AREA (AC) LEFT	REMAINDER AREA (AC) RIGHT
	5.02	0.1200		4.90
	7.231	1.838		5.393
TOTAL		1.958 (85,277 SF)		

PARCEL 1
1.958-ACRE TRACT
(85,277 SQUARE FEET)
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

DOUCET
Civil Engineering // Entitlements // Geospatial
927 E. Sonterra Boulevard, Ste 107
San Antonio, TX 78258, Tel: (210)-469-4564
www.doucetengineers.com
TBPELS Engineering Firm Number: 3937
TBPELS Surveying Firm Number: 10194551

DATE: 05/14/2025
SCALE: 1:300
DRAWN BY: TJK
REVIEWER: CWT
PROJECT: 8181-002-02
PARTY CHIEF: JSM
SURVEY DATE: 08/07/2023
PAGE: 03 OF 04

EXHIBIT "A"



LINE TABLE

LINE	BEARING	DISTANCE
L1	N67°32'51"E (CALLED N67°33'05"E)	14.70'
[L1]	[CALLED S67°33'35"W]	
L2	N29°16'08"W (CALLED N29°15'54"W)	51.95'
[L2]	[CALLED S29°15'26"E]	51.95'
L3	S29°03'47"E (CALLED S29°02'16"E)	45.61' (45.62')
L4	S34°06'33"E (CALLED S34°02'11"E)	45.52'(45.37')
L5	S36°25'46"E (CALLED S36°28'38"E)	83.44' (83.61')
L6	S29°45'36"E (CALLED S29°45'19"E)	54.91' (54.84')
L7	S20°43'41"E (CALLED S20°32'16"E)	53.12'
L8	S66°13'32"W	26.18'
L9	N20°50'19"W	47.93'
L10	N67°34'24"E (N67°33'11"E)	16.16'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	515.00'	10°09'52"	91.36'	91.24'	N25°55'15"W
C2	775.00'	17°07'28"	231.63'	230.77'	N77°45'36"E
C3	775.00'	17°19'32"	234.35'	233.46'	N77°39'34"E

LEGEND

- FOUND MONUMENT (AS NOTED)
- MAGNAIL SET
- 1/2" IRON ROD SET WITH DOUCET CAP
- CALCULATED POINT
- PROPOSED ROW
- PROPERTY LINE
- EXISTING ROW
- TRACT LINE
- APPROXIMATE SURVEY ABSTRACT LINE

M.P.R.W.C.T.- MAP AND PLAT RECORDS OF WILLIAMSON COUNTY TEXAS

O.P.R.W.C.T.- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
VOL.,PG.	VOLUME, PAGE
T.L.	TRACT LINE ACCORDING TO DOC NO. 2024031064, O.P.R.W.C.T.
[]	RECORD CALLED DOC. NO. 2006066934, O.P.R.W.C.T.
()	RECORD CALLED
	PARCEL HOOK

REVISED: 09/18/2025

EXISTING (AC)	ACQUISITION AC. / S.F.	REMAINDER AREA (AC) LEFT	REMAINDER AREA (AC) RIGHT
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PARCEL 1
1.958-ACRE TRACT
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DATE: 05/14/2025
SCALE: 1:100
DRAWN BY: TJK
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PAGE: 04 OF 04