AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS
Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - February 6, 2020
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM

Mayor – Troy Hill
Place 1 – Kathryn Pantalion-Parker
Place 2 – Michelle Stephenson
Place 3 – Jason Shaw

Place 4 – Christine Sederquist
Place 5 – Chris Czernek, Mayor Pro Tem
Place 6 – Marci Cannon
City Manager – Rick Beverlin

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

2. Roll Call.

3. The City Council may ask questions of Staff about any item that is posted on the agenda for the Regular Meeting.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

5. Roll Call.

6. • Public comments on items not listed in the agenda that are of public concern or community interest
   Comments during this time are limited to a total of 15 minutes divided equally at no more than 3 minutes (6 minutes if translation is needed), and no less than 1 minute (2 minutes if translation is needed), per individual. Comments are accepted on a first-come, first-served basis.

   • Public comments on items listed in the agenda except for public hearings
   Comments during this time are limited to no more than 3 minutes (6 minutes if translation is needed) per individual. Time limit will be reduced to no more than 2 minutes per individual (4 minutes if translation is needed) if there are more than 10 speakers on one item. Comments are accepted on a first-come, first-served basis.

   Comments on public hearing agenda items will be heard at the time each item is discussed by Council.

7. Recognitions/Proclamations/Visitors.
   • National Night Out Award
8. Council Reports
   - Council Goals
   - FM 2243

9. Board Reports
   - Brushy Creek Regional Utility Authority (BCRUA)

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### CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on January 30, 2020.

11. Approval of construction activities between 9:00 p.m. and 7:00 a.m. for intersection improvements at Travisso Parkway and FM 1431 on February 22, 2020 and February 23, 2020; and inclement weather backup dates of February 29, 2020 and March 1, 2020.

12. Approval of License Agreement Case 19-LA-009 to allow for the installation and maintenance of a force main within the right-of-way of Hero Way associated with the Leander Camp Resort Project located at 2677 Hero Way; Leander, Williamson County, Texas.

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### PUBLIC HEARING: ACTION

13. Conduct a Public Hearing regarding Comprehensive Plan Case 19-CPA-005 to amend the Comprehensive Plan land use category from Mixed Use Corridor and Neighborhood Residential to Activity Center on a portion of a parcel of land approximately 7.124 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R315588; and generally located 500 feet north of the intersection of Merrill Drive and 183A Toll Road on the west side of 183A Toll Road, Leander, Williamson County, Texas.

   - Discuss and consider action on Comprehensive Plan Case 19-CPA-005 on amending the Comprehensive Plan land use category Mixed Use Corridor and Neighborhood Residential to Activity Center on a portion of a parcel of land approximately 7.124 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R315588; and generally located 500 feet north of the intersection of Merrill Drive and 183A Toll Road on the west side of 183A Toll Road, Leander, Williamson County, Texas.

14. Conduct a Public Hearing regarding Zoning Case 19-Z-024 to amend and reconfigure the boundaries of the zoning districts including MF-2-A (Multi-Family) and GC-3-A (General Commercial) on a portion of a parcel of land approximately 7.124 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R315588; and generally located 500 feet north of the intersection of Merrill Drive and 183A Toll Road on the west side of 183A Toll Road, Leander, Williamson County, Texas.

   - Discuss and consider action on Zoning Case 19-Z-024 on amending and reconfiguring the current zoning MF-2-A (Multi-Family) and GC-3-A (General Commercial); on a portion of a parcel of land approximately 7.124 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R315588; and 500 feet north of the intersection of Merrill Drive and 183A Toll Road on the west side of 183A Toll Road, Leander, Williamson County, Texas.

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### REGULAR AGENDA

... (content continues)
15. Discuss and consider action regarding accepting and hearing the appeal of ASAP Towing for revocation of permit to operate for the City of Leander due to violations of City Ordinance No. 17-062-00.

16. Discuss and consider action on an Ordinance authorizing a right-of-way exchange between the City of Leander and Northline Leander Development Company, LLC; providing for the vacation, abandonment, and conveyance to the abutting property owner a portion of Main Street (formerly known as Mel Mathis Avenue) and San Gabriel Parkway in exchange for dedication of rights-of-way to the City for other streets associated with the Northline Subdivision located to the south of the intersection of Main Street and San Gabriel Parkway, Leander, Williamson County, Texas.

17. Discuss and consider action on award of Solicitation #S20-008 of a contract to Dynatest North America, Inc. in the amount of One Hundred Sixty-Two Thousand Five Hundred ($162,500.00) Dollars for a Pavement Assessment and Management Plan; and authorize the City Manager to execute any and all necessary documents.

18. Discuss and consider action on recreational center contracting options, including current contractual arrangements, reasons for decisions or possible reasons for change in such past decisions.

19. Discuss and consider action on ratifying the Mayor's appointment of Scott Parker to the Williamson County and Cities Health District Board of Directors to fill an unexpired term expiring December 2023.

20. Discuss and consider action on an appointment to the CAPCOG Clean Air Coalition for the term of January 1, 2020 through December 31, 2020.

21. Discuss and consider directing staff to change the measurement requirements for new trees associated with commercial and multi-family projects.

22. Discuss and consider action on directing staff to update the requirements associated with Multi-Family development garage parking requirements.

23. Convene into Executive Session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding:

   (1) Brushy Creek Regional Utility Authority (BCRUA); and
   (2) Lakewood Park Great Lawn and Century Communities, Builder/Developer.

   • Reconvene into Open Session to take action as deemed appropriate in the City Council's discretion regarding:
     (1) BCRUA; and
     (2) Lakewood Park Great Lawn and Century Communities, Builder/Developer.

24. Council Member Closing Statements.

25. Adjournment
CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 55 1.001 et seq. At any time during the meeting the Council reserves the right to adjourn into Executive Session on any of the above posted agenda items in accordance with the Sections 55 1.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 55 1.073 [prospective gift to city], 55 1.074 [certain personnel deliberations] or 551.076 [deployment/implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with 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 3 day of February 2020 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree, City Secretary, TRMC
AGENDA SUBJECT:
Approval of the minutes for meeting held on January 30, 2020.

BACKGROUND:
Attached are the minutes for the meeting held on January 30, 2020.

PRESENTER:
Dara Crabtree, City Secretary

Attachments

1. Draft Minutes
MINUTES  
CITY COUNCIL MEETING  
CITY OF LEANDER, TEXAS  
Pat Bryson Municipal Hall  
201 North Brushy Street - Leander, Texas  
Thursday - January 30, 2020

| Mayor – Troy Hill | Place 4 – Christine Sederquist |
| Place 1 – Kathryn Pantalion-Parker | Place 5 – Chris Czernek, Mayor Pro Tem |
| Place 2 – Michelle Stephenson | Place 6 – Marci Cannon |
| Place 3 – Jason Shaw | City Manager – Rick Beverlin |

BRIEFING WORKSHOP - CONVENE AT 6:30 PM

1. Opened Meeting at 6:30 p.m.

2. Roll Call reflected Councilmember Stephenson absent.

3. The City Council may ask questions of Staff about any item that is posted on the agenda for the Regular Meeting.

   ITEM 15. Discussion included the grand opening will be held in late April; building industry demands; and supply and demand.

   ITEM 16. Discussion included does this need to wait; comprehensive plan will not change the zoning map it affects the future land use map; future land use map changes compatible use zoning areas; not practice to do widespread zoning change leaving up to developers; zoning map is separate from the land use map; cannot do contract zoning; and this is a maintenance item - not changing any of the zoning on the map with this item.

   ITEM 17. Discussion included who decided this landscaping requirement - decided by PUD; desire to stay away from grasses that hinder view.

Adjourned at 6:39 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Opened Meeting at 7:02 p.m., Invocation was performed by Pastor Brian Lightsy, Life Church and Mayor Hill led the Pledges of Allegiance.

5. Roll Call reflected all present.

6. Public comments on items not listed in the agenda that are of public concern or community interest

   Comments during this time are limited to a total of 15 minutes divided equally at no more than 3 minutes (6 minutes if translation is needed), and no less than 1 minute (2 minutes if translation is needed), per individual. Comments are accepted on a first-come, first-served basis.
Mike Sanders, 1016 W. South Street - commented on property taxes; revenue options; CAP Metro; and transportation options.

- Public comments on items listed in the agenda except for public hearings

  Comments during this time are limited to no more than 3 minutes (6 minutes if translation is needed) per individual. Time limit will be reduced to no more than 2 minutes per individual (4 minutes if translation is needed) if there are more than 10 speakers on one item. Comments are accepted on a first-come, first-served basis.

  Comments on public hearing agenda items will be heard at the time each item is discussed by Council.

7. Recognitions/Proclamations/Visitors.
   - Mayor Hill stated had received word former Mayor Pat Bryson passed earlier today and requested a moment of silence out of respect for her.

8. Staff Reports
   - Finance update was provided by Finance Director Robert Powers.

9. Board Reports
   - CAPCOG update was provided by Councilmember Sederquist.

### CONSENT AGENDA: ACTION

Motion by Councilmember Michelle Stephenson, Seconded by Councilmember Marci Cannon approve Consent Agenda items 10 through 15.

**Vote:** 7 - 0

10. Approval of the minutes for workshop held on January 11, 2020 and meetings held on January 16, 2020.

11. Approval of renewal of contract for fuel delivery and tank rental with Triple S Fuels and authorize of City Manager to execute necessary renewal documents.

12. Approval of an Ordinance adopting an official map of the City of Leander, Williamson and Travis Counties, Texas attached as Exhibit “A”, Leander City Map, hereto and incorporated herein; providing for the maintenance and filing of the official map; declaring as the official City Limits and Extraterritorial Jurisdiction (ETJ); and providing an effective date.

13. Approval of dedication and acceptance of infrastructure improvements for Bar W Ranch West Phase One Lift Station and Waste Water Improvements.

14. Approval of dedication and acceptance of subdivision infrastructure improvements for Deerbrooke Phase 2, Section 1.

15. Approval of the names for the pavilions at Lakewood Park as recommended by the Parks and Recreation Advisory Board.

### REGULAR AGENDA
16. Discuss and consider action on an Ordinance adopting the official zoning map of the City of Leander, Williamson and Travis Counties, Texas attached as Exhibit “A”, City of Leander, Texas Zoning Map, hereto and incorporated herein; providing for the maintenance and recorded into record as the official zoning map; and providing an effective date.

Motion by Councilmember Marci Cannon, Seconded by Councilmember Kathryn Pantalion-Parker to approve an Ordinance adopting the official zoning map of the City of Leander, Williamson and Travis Counties, Texas attached as Exhibit “A”, City of Leander, Texas Zoning Map, hereto and incorporated herein; providing for the maintenance and recorded into record as the official zoning map; and providing an effective date.

Vote: 7 - 0

17. Discuss and consider action on a License Agreement Case 19-LA-013 to allow for the installation and maintenance of landscaping and irrigation within rights-of-way of Gabriels Horn Road, Lakota Lane, Carrizo Terrace, and Wind River Trail located in the Valley Vista East Subdivision; Leander, Williamson County, Texas.

Motion by Councilmember Jason Shaw, Seconded by Councilmember Kathryn Pantalion-Parker to approve a License Agreement Case 19-LA-013 to allow for the installation and maintenance of landscaping and irrigation within rights-of-way of Gabriels Horn Road, Lakota Lane, Carrizo Terrace, and Wind River Trail located in the Valley Vista East Subdivision; Leander, Williamson County, Texas.

Vote: 7 - 0

18. Council Member Closing Statements.

Kathryn Pantalion-Parker - stated this year will be wonderful; commented on upcoming Super Bowl game on Sunday as well as Groundhog's Day; and go Niners.

Michelle Stephenson - stated pleased with presentations and updates; commented on recently attending groundbreaking for Unity Center; the Center is a free medical clinic located in Leander; and able to provide medical services to those in need.

Christine Sederquist - commented on February being American Heart Month; encouraged everyone to get checked out; and sometimes heart symptoms are silent.

Chris Czernek - commented glad to be a part of everything; and God Bless

Marci Cannon - commented on Ms. Thompson's Historical Leander book; the book includes incredible pictures; and wished everyone a safe Super Bowl.

Troy Hill - thanked Mike Neu for his help with the State of City Address; drone video at beginning of the presentation done by the city; everything in Leander is measuring up; good time in Leander; and responsible City Council.

19. Adjourned at 7:50 p.m.

APPROVED:

________________________________________
MAYOR
ATTEST:

_____________________________________
CITY SECRETARY
AGENDA SUBJECT:
Approval of construction activities between 9:00 p.m. and 7:00 a.m. for intersection improvements at Travisso Parkway and FM 1431 on February 22, 2020 and February 23, 2020; and inclement weather backup dates of February 29, 2020 and March 1, 2020.

BACKGROUND:
City Staff is requesting a variance to work at night on February 22 and 23 (with inclement weather backup dates of February 29 and March 1) to repair the intersection at Travisso Parkway and FM 1431. This intersection is rapidly failing and has received numerous citizen complaints. The intersection will be repaired and replaced with concrete pavement by Public Works crews in two (2) phases as shown in the Attachment. Phase 1 is planned for February 22 and Phase 2 February 23 with corresponding dates the following weekend if inclement weather arises.

Although this intersection is more than two thousand (2,000') feet from the nearest occupied residence, traffic will be impacted. Phase 1 will close all inbound lanes and detour traffic into Travisso through Angel Side Drive, and Phase 2 will reduce outbound traffic to one (1) lane.

RECOMMENDATION:
Staff requests approval to perform nighttime construction activities on February 22, 2020 and February 23, 2020 with inclement weather backup dates of February 29, 2020 and March 1, 2020 for intersection improvements at Travisso Parkway and FM 1431.

PRESENDER:
Gina M. Ellison, P.E., Public Works Director

Attachments
1. Phases of Nighttime Repairs
Nighttime Repairs at Travisso Pkwy & FM 1431
AGENDA ITEM # 12

AGENDA SUBJECT:
Approval of License Agreement Case 19-LA-009 to allow for the installation and maintenance of a force main within the right-of-way of Hero Way associated with the Leander Camp Resort Project located at 2677 Hero Way; Leander, Williamson County, Texas.

BACKGROUND:
The purpose in this request is to allow for the placement of a four (4”)- inch PVC force main within the right-of-way of Hero Way in order to allow for the extension of wastewater service to the expansion of the Leander Camp Resort Project.

RECOMMENDATION:
Staff recommends approval of the License Agreement.

PRESENTER:
Robin M. Griffin, AICP, Planning Director

Attachments
1. Letter of Intent
2. Location Exhibit
3. License Agreement
Date: October 17, 2019

Re: Leander Camp Resort Site Development – Request to Construct in City Right of Way

Request to construct a 4" PVC force main within the City Right-of-Way on Hero way from project site west to a City owned waste water line along East side of Highway 183A, approximately 1240' long.

Subdivision name: H & M Industrial Park II

Location maps attached.

Respectfully submitted,

Saeid Bassari

Saeid Bassari, P.E.
Leander Camp Resort License Agreement
Attachment #2 - Location Exhibit
LICENSE AGREEMENT

The City of Leander, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis County, Texas ("the City"), and Merry E. Motley (the “Licensee”), enter into this License Agreement ("Agreement") on this the ______ day of __________, 20__, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT. The City grants to Licensee permission to use the property, located within the right-of-way of _Hero Way_, shown on Exhibit “A” attached hereto and incorporated herein for all purposes (the “licensed property”), for the following purposes only: (1) the installation, repair, and maintenance of a 4” PVC force main shown on Exhibit "A" hereto. The 4” PVC force main is sometimes collectively referred to herein as the “improvements”.

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction installation and maintenance permitted by this Agreement shall be done in compliance with plans and specifications approved in writing by the City Engineer and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.

Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

II. ANNUAL FEE. No annual fee shall be due in connection with this License Agreement.

III. CITY'S RIGHT TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensee, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property. The uses of the licensed property are subject to the City’s right to interfere with or destroy Licensee's use of the licensed property, or any property or the improvements placed thereon or therein by Licensee, if such use or action is determined necessary by the City.

Notwithstanding any provision of this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, and assuming no obligation to Licensee, to remove any of the improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety.
IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the city and licensed to do business in Texas, with a combined single limit of not less than $600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each such policy shall be delivered to the City Manager of City on or before the Licensee’s use or occupancy of the licensed property.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction, maintenance or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses (i) for which the City shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS. A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to or relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.

B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense. Further, the City may require Licensee to take action to maintain the licensed property including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within thirty (30) days following receipt of a written request from the City.

C. Removal or Modification. Licensee agrees that removal or modification of any of the improvements now existing or to be later placed on the licensed property shall be at Licensee's expense. Provided the City has given prior written approval of the plans and specifications for the improvements, said removal or modification shall be at Licensee's sole discretion.
D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may perform the work or contract for the completion of the work. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.

<table>
<thead>
<tr>
<th>Licensee Address</th>
<th>City Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Merry Motley</td>
<td>City of Leander</td>
</tr>
<tr>
<td>600 Oaks Lane</td>
<td>Attn: City Manager</td>
</tr>
<tr>
<td>Liberty Hill, TX 78642</td>
<td>P. O. Box 319</td>
</tr>
<tr>
<td></td>
<td>Leander, Texas 78646-0319</td>
</tr>
</tbody>
</table>

VII. COMMENCEMENT AND TERMINATION BY ABANDONMENT. This Agreement shall begin with the effective date and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for the purposes set forth in this Agreement, this Agreement shall expire and terminate, as to the portion or portions abandoned, following thirty (30) days written notice by the City to the Licensee or by Licensee to the City. If all or a part of the licensed property is abandoned by Licensee, the City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made, and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder, to the abandoned part of the licensed property. All installations of Licensee on a portion of the licensed property that is abandoned shall be deemed property of the City unless removed with the consent of the City.

VIII. TERMINATION. A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee terminates, then it shall remove all installations that it made from the licensed property within the thirty day notice period, at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

B. Termination by City. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

1. The improvements, or a portion of them, interfere with the City's right-of-way;
2. Use of the licensed property becomes necessary for a public purpose;

3. The improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration, repair or maintenance;

4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to the insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the City receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all of the improvements and collect from Licensee the City's actual expenses incurred in connection therewith.

**IX. EMINENT DOMAIN.** If eminent domain is exerted on the licensed property the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and the improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

**X. INTERPRETATION.** This Agreement shall, in the event of any dispute over its intent, meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for or against either party.

**XI. APPLICATION OF LAW.** This Agreement shall be governed by the laws of the state of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

**XII. VENUE.** Venue for all lawsuits concerning this Agreement will be in the Williamson County, Texas.

**XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT.** This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

**XIV. ASSIGNMENT.** Licensee shall not assign, sublet or transfer its interest in this
Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

**TERMS AND CONDITIONS ACCEPTED**, this the ___ day of ________. 20__.

**LICENSOR: City of Leander**

By: ________________________________  
Name: Richard B. Beverlin, III  
Title: City Manager

**LICENSEE:**  
By: ________________________________  
Name: Merry E. Motley  
Title: Owner

**THE STATE OF TEXAS**  
§

**COUNTY OF WILLIAMSON**  
§

This instrument was acknowledged before me on this the ___ day of ________. 20__, by Richard B. Beverlin, III, City Manager, City of Leander, Texas, on behalf of the City.

______________________________  
Notary Public - State of Texas

**THE STATE OF TEXAS**  
§

**COUNTY OF _______**  
§

This instrument was acknowledged before me on this the ___ day of ____________, 20__, by Merry E. Motley on behalf of said partnership (or corporation).

______________________________  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
City of Leander  
Attn: City Secretary  
P. O. Box 319  
Leander, Texas 78646-0319

Merry Motley (Leander Camp Resort) License Agreement
AGENDA SUBJECT:
Conduct a Public Hearing regarding Comprehensive Plan Case 19-CPA-005 to amend the Comprehensive Plan land use category from Mixed Use Corridor and Neighborhood Residential to Activity Center on a portion of a parcel of land approximately 7.124 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R315588; and generally located 500 feet north of the intersection of Merrill Drive and 183A Toll Road on the west side of 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action on Comprehensive Plan Case 19-CPA-005 on amending the Comprehensive Plan land use category Mixed Use Corridor and Neighborhood Residential to Activity Center on a portion of a parcel of land approximately 7.124 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R315588; and generally located 500 feet north of the intersection of Merrill Drive and 183A Toll Road on the west side of 183A Toll Road, Leander, Williamson County, Texas.

BACKGROUND:
This request is the first step in the Comprehensive Plan Amendment process.

RECOMMENDATION:
See Planning Analysis. The Planning & Zoning Commission recommended to deny this request at the January 9, 2020 meeting. The applicant postponed the public hearing before the City Council from the January 16, 2020 meeting. All property owners within two hundred (200') feet have been notified of the change in hearing date and the updated public notice was published in the newspaper.

PRESENTER:
Robin M. Griffin, AICP, Planning Director

REVISION DATE:
01/28/2020

Attachments

1. Planning Analysis
2. Current Future Land Use Map
3. Proposed Future Land Use Map
4. Public Notification Map
5. Aerial Map
6. Letter of Intent
7. Applicant Proposal
8. Ordinance
PLANNING ANALYSIS

COMPREHENSIVE PLAN AMENDMENT
19-CPA-005
PARKSIDE VILLAGE

GENERAL INFORMATION

Agent/Owner: Kimley-Horn and Associates (Josh Miksch) on behalf of Leander 30, LP (Barry Kendrick)

Current Land Use: Neighborhood Residential and Mixed Use Corridor

Proposed Land Use: Activity Center

Size and Location: The property is located west of 183A Toll, approximately 2,300 linear feet south of RM 2243, including approximately 7.124 acres.

Staff Contact: Karina Castillo
Planner

COMPREHENSIVE PLAN STATEMENTS:

The following Comprehensive Plan statements may be relevant to this case:

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.

ACTIVITY CENTER

- Activity Centers are the shopping destinations within the community. They provide a wide range of commercial uses including restaurants and a mixture of big box (i.e., Target, Best Buy) and junior retail anchors (i.e., Ulta, PetSmart). Activity Centers should also be developed along an internal network of streets. Parking requirements should maximize land efficiency while encouraging pedestrian-oriented design.

Size: Compared to Neighborhood and Community Centers, Activity Centers serve a larger population, typically have a service area radius of up to six miles, and include up to 400,000 square feet of commercial space.

Typical Uses: Region-serving commercial uses (big box retailers, restaurants, entertainment facilities and services); office; townhomes, apartments; institutional uses; civic uses, such as libraries or recreation facilities; parks and public spaces.

Targets: 45% Residential, 55% Non-residential
Compatible Zoning Use Components: GC, LC, LO, MF, TF, SFT, PUD
ANALYSIS:

The Future Land Use Plan was originally adopted by City Council in 2014 and was based upon the land use goals established in the 2009 Comprehensive Plan. In 2015, the City completed a five year update to the comprehensive plan which included a complete review and update to the Future Land Use Plan. As stated in the comprehensive plan, “The Leander Future Land Use Plan is a conceptual representation of the development pattern that leaders and citizens of Leander envision for the future”. The distribution of land use categories as reflected on the Future Land Use Plan implement the land use policy goals in the comprehensive plan.

The applicant is requesting to amend the Comprehensive Plan to change the Future Land Use Map designations on the subject property from Mixed Use Corridor and Neighborhood Residential to Activity Center land use category.

As described above, the locations of the Activity Center land use districts are based upon adjacent uses, access to transportation and utility infrastructure and the goals in the comprehensive plan of providing land use transitions and convenient access from neighborhoods to commercial services.

As an element of the Comprehensive Plan, the Future Land Use Plan may be amended following the process stipulated in the City Charter which states in part:

> The council may by ordinance, adopted by not less than five votes after a public hearing, amend the comprehensive plan. Amendments to the comprehensive plan may be initiated by the council, the planning commission, or the city manager; provided that all amendments shall be reviewed, considered and recommended for adoption in the same manner as for the original adoption of the comprehensive plan.

A previous request for a Comprehensive Plan Amendment on this property (17-CPA-001) was presented to the Planning and Zoning Commission on March 23, 2017. The case was denied by the Commission and the applicant withdrew the application before the request was heard by the Council.

STAFF RECOMMENDATION:

The applicant is requesting to change the existing Mixed Use Corridor and Neighborhood Residential land use categories into Activity Center. The Comprehensive Plan states that centers shall be located near concentrations of existing or planned residential neighborhoods and in areas with access to major roadways and utilities. The purpose of the center is to activate streets, create places people want to be, and provide opportunities for safe walking and biking. This change may result in increased commercial encroachment into the area. The properties to the north, east, and south are currently designated as Mixed Use Corridor. The properties to the west and a portion to the south are currently designated as Neighborhood Residential.

The Council has selected a consulting firm to start the update to the Comprehensive Plan. This update will result in an evaluation of the existing plan, current land uses, and infrastructure. An updated future land use map will be part of the revisions to the Comprehensive Plan. If this Comprehensive Plan Amendment request is not approved, the subsequent Zone Change request for this property may not be approved.
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.
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November 26, 2019

City of Leander
Planning and Development Review Department
201 N. Brushy St.
Leander, TX 78641

Re: Letter of Intent – Parkside Village
Comprehensive Plan Amendment Application
WEST SIDE OF 183-A FRONTAGE ROAD, APPX 2,300 LF SOUTH OF RM 2243
LEANDER, TX 78641

To Whom It May Concern,

Please accept this Letter of Intent for the above-mentioned project. The site is located on the west side of 183-A Frontage Road, appx 2,300 LF south of RM 2243. The existing property is approximately 29.04 acres and is currently undeveloped. The purpose of this letter is to describe the intent of the proposed Comprehensive Plan Amendment included with this application.

According to the City of Leander Future Land Use Map effective February 21, 2019, a portion of the site currently falls into the “Mixed-Use” future land use.

The proposed Comprehensive Plan Amendment includes: Changing the future land use from “Mixed-Use” to “Activity Center” as well as dedicating additional proposed future land use area of “Activity Center” to cover all limits of proposed zoning changes that are being submitted concurrently under a Zoning Change Application.

If you have any questions or comments regarding this request, please contact me at 512-410-7737.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

[Signature]

Joshua W. Miksch, P.E.
LEGAL DESCRIPTION:
AW0006 HARMON, E. D. SUR., ACRES 29.0385

CWS Capital
PARKSIDE VILLAGE - FUTURE LAND USE
LEANDER, TX
DECEMBER, 2019
AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN TO AMEND THE FUTURE LAND USE CATEGORY FROM MIXED USE CORRIDOR TO ACTIVITY CENTER; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, it is necessary and reasonable for the public health, safety, morals, and welfare of the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) to provide for and maintain a comprehensive plan for the City in accordance with the City Charter and Chapters 211 and 213 of the Texas Local Government Code;

WHEREAS, the City Council adopted the Future Land Use Plan set forth in the Comprehensive Plan by Ordinance No. 15-050-00;

WHEREAS, the City Council finds that the adoption of the amendments to the Future Land Use Plan herein promote the public health, safety, morals, and welfare and provide for the orderly development of the City; and

WHEREAS, after review, inquiry and the opportunity for citizen participation at one or more public hearings and review and recommendation by the Planning and Zoning Commission, the City Council approves the amendments to the Comprehensive Plan hereinafter set forth;

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

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

SECTION 2. Amendment of the Comprehensive Plan. The City Council hereby adopts the amendment to the Future Land Use Plan that is attached hereto as Exhibit A. The Future Land Plan, as amended, shall be kept in the office of the Planning Department and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan, as amended. The City may amend the Comprehensive Plan in the discretion of the City Council in accordance with the City Charter and state law to plan for the changing plans of the City.

SECTION 3. Amendment of Conflicting Ordinances. The City of Leander Future Land Use Plan previously adopted by Ordinance No. 15-050-00 is hereby amended to the extent of any conflict with Exhibit A. The City of Leander Comprehensive Plan, all ordinances and parts of ordinances, and all resolutions and parts of resolutions in conflict with this Ordinance are
amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

**SECTION 4. Effective Date.** This Ordinance shall be in force and effect from and after its passage on the date shown below.

**SECTION 5. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

**PASSED AND APPROVED** on this 6th day of February, 2020.

**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

___________________________   ______________________________
Troy Hill, Mayor     Dara Crabtree, City Secretary
AGENDA SUBJECT:
Conduct a Public Hearing regarding Zoning Case 19-Z-024 to amend and reconfigure the boundaries of the zoning districts including MF-2-A (Multi-Family) and GC-3-A (General Commercial) on a portion of a parcel of land approximately 7.124 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R315588; and generally located 500 feet north of the intersection of Merrill Drive and 183A Toll Road on the west side of 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action on Zoning Case 19-Z-024 on amending and reconfiguring the current zoning MF-2-A (Multi-Family) and GC-3-A (General Commercial); on a portion of a parcel of land approximately 7.124 acres ± in size, more particularly described by Willimason Central Appraisal District Parcel R315588; and 500 feet north of the intersection of Merrill Drive and 183A Toll Road on the west side of 183A Toll Road, Leander, Williamson County, Texas.

BACKGROUND:
This request is the first step in the zoning process.

RECOMMENDATION:
See Planning Analysis. The Planning & Zoning Commission recommended to deny this request at the January 9, 2020 meeting. The applicant postponed the public hearing before the City Council from the January 16, 2020 meeting. All property owners within two hundred (200') feet have been notified of the change in hearing date and the updated public notice was published in the newspaper.

PRESENTER:
Robin M. Griffin, AICP, Planning Director

REVISION DATE:
01/28/2020

Attachments
1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Public Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. Letter of Intent
8. Exhibit B
9. Ordinance
PLANNING ANALYSIS

ZONING CASE 19-Z-024
PARKSIDE VILLAGE

GENERAL INFORMATION

Owner/Agent: Kimley-Horn and Associates (Josh Miksch) on behalf of Leander 30, LP (Barry Kendrick)

Current Zoning: MF-2-A (Multi-Family) and GC-3-A (General Commercial)

Proposed Zoning: MF-2-A (Multi-Family) and GC-3-A (General Commercial)

Size and Location: The property is located west of 183A Toll Road, approximately 2,300 linear feet south of RM 2243, including approximately 7.124 acres.

Staff Contact: Karina Castillo
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

<table>
<thead>
<tr>
<th>NORTH</th>
<th>ZONING</th>
<th>LAND USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CD – Conventional Sector</td>
<td>Undeveloped</td>
<td></td>
</tr>
</tbody>
</table>

| EAST    | Interim SFR-1-B   | Undeveloped                  |

| SOUTH   | GC-3-A/SFU-2-S    | Undeveloped/Established Residential Neighborhood |

| WEST    | MF-2-B            | Undeveloped                  |
COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENT

MF – MULTI-FAMILY:
Features: Apartments (8 un./ac. by right; 25 un./ac. if Type A and 100% masonry; 18 un./ac. if Type B and 85% masonry on first floor and 50% on other stories)
Intent: Development of multi-family dwelling structures. Such components are generally intended to serve as a buffer between single-family neighborhoods and more intensive uses such as commercial uses or arterial roadways. Such components are also intended to create more variety in housing opportunities and in the fabric of the community but are intended to be utilized in small areas to avoid large tracts devoted to strictly multi-family residential development. The goal is to avoid more than twenty-five (25) acres of contiguous land having a Multi-Family component. Access should be provided by a collector or higher classification street.

GC – GENERAL COMMERCIAL:
Features: Any use in LC plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 sq. ft.
Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT

TYPE 2:
Features: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 35% of units with an enclosed garage parking space.
Intent:
(1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
(4) This component is intended to be utilized with LO, LC, GC, HC, and HI use components when adjacent to residential districts and additional compatibility standards are warranted.
(5) This component is generally not intended to be utilized with HC and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.
(6) Compliance with Type 1 standards shall also be deemed as compliance with this component.
TYPE 3:
*Features:* Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

*Intent:*
(1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.
(2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.
(3) This component is intended to be combined with LO, LC, GC, HC and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.
(4) Compliance with Type 1 or 2 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT
**TYPE A:**
*Features:* 5 or more architectural features.

*Intent:*
(1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
(2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
(3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
(4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
(5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.
(6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

**COMPREHENSIVE PLAN STATEMENTS:**

The following Comprehensive Plan statements may be relevant to this case:
- Plan for continued growth and development that improves the community’s overall quality of life and economic viability.
- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
FUTURE LAND USE CATEGORY

- NEIGHBORHOOD RESIDENTIAL
  Intended to accommodate a variety of housing types. New development may consist of a variety of single-family detached and attached units but should be compatible with adjacent existing neighborhoods.

  Compatible Zoning Use Components: SFR, SFE, SFS, SFU, SFC, SFL, SFT, TF, PUD

- MIXED USE CORRIDOR
  Areas along arterials between Centers that have available land should be developed to preserve the integrity of the corridor and maintain mobility.

  Application: All land within approximately 500 feet of the outer edge of the right-of-way (typically one block deep) should be considered a part of the corridor.

  Typical Uses: A variety of residential types, such as small-lot single-family, townhomes, duplexes and quadplexes, civic and institutional uses (schools and places of worship) and small professional offices that complement residential development. Limited neighborhood-serving commercial uses and higher-density residential are appropriate at intersections.

  Design Standards:
  - Limited parking between corridors and buildings
  - Consistent landscaping and lighting
  - Pedestrian-friendly development
  - Low, monument style signage
  - Transit-ready

  Compatible Zoning Use Components: LC*, LO, TF, SFT, SFL, PUD
  *LC is only appropriate at intersections

ANALYSIS:

The applicant has submitted a request to reconfigure the zoning of the property in order to allow GC-3-A (General Commercial) along the frontage of 183A Toll Road and MF-2-A (Multi-Family) behind the commercial portion. The properties to the north, east, south, and west are undeveloped. A small portion to the south is an established single-family subdivision.

The MF (Multi-Family) use component allows for the development multiple family dwellings such as apartments with a minimum of three units per lot. The density of the project is determined by the masonry associated with the buildings. The developer may develop eight units per acre by right with this use component. If the buildings are 85% masonry on the first story and 50% on all other stories, then the density may be increased to 18 units per acre. If the buildings are 100% masonry, then the density may be increased to 25 units per acre.
The GC (General Commercial) use component allows for the development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. When this district is paired with the Type 3 site component, uses such as outdoor commercial fueling and washing of vehicles, outdoor display, outdoor storage, and overhead commercial service doors are permitted.

The Type A Architectural Component requires five (5) different design features.

A previous request for a Zone Change on this property (17-Z-006) was presented to the Planning and Zoning Commission on March 23, 2017. The case was denied by the commission and the applicant then withdrew the application.

**STAFF RECOMMENDATION:**

Staff recommends approval of the requested MF-2-A (Multi-Family) and GC-3-A (General Commercial) zoning district pending the approval of the submitted Comprehensive Plan Amendment 19-CPA-005. This proposal will be in compliance with the intent statements of the Composite Zoning Ordinance and the goal statements of the Comprehensive Plan.

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

ZONING CASE 19-Z-024
Attachment #2

Current Zoning Map - Parkside Village

Subject Property
City Limits
SFR - Single-Family Rural
SFE - Single-Family Estate
SFS - Single-Family Suburban
SFU - Single-Family Urban
MF - Multi-Family
GC - General Commercial
PUD - Local Office
PUD - Heavy Commercial
OS - Open Space
CD - Conventional Sector
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ZONING CASE 19-Z-024
Attachment #5

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

ZONING CASE 19-Z-024

Aerial Exhibit - Approximate Boundaries
Parkside Village

Attachment #6
November 26, 2019

City of Leander
Planning and Development Review Department
201 N. Brushy St.
Leander, TX 78641

Re:    Letter of Intent – Parkside Village
       Zoning Change Application
       WEST SIDE OF 183-A FRONTAGE ROAD, APPX 2,300 LF SOUTH OF RM 2243
       LEANDER, TX 78641

To Whom It May Concern,

Please accept this Letter of Intent for the above-mentioned project. The site is located on the west side of 183-A Frontage Road, appx 2,300 LF south of RM 2243. The existing property is approximately 29.04 acres and is currently undeveloped. The purpose of this letter is to describe the intent of the proposed zoning changes included with this application.

According to the City of Leander Zoning Map effective April 19, 2019, the site is currently composed of three zones: Single-Family-Urban (269,124 SF), Multi-Family (740,635 SF) and General Commercial (255,050 SF) as indicated on the attached exhibit.

The proposed zoning change includes:
Reconfiguring 155,170 SF of Multi-Family and 155,170 SF of General Commercial such that the final zoning square feet are matching the existing zoning square feet.

The reconfiguring includes moving a 155,170 SF portion of Multi-Family from the northeastern corner to southern edge of the site; and 155,170 SF of General Commercial from the southern edge of the site to the northeastern corner as indicated on the attached exhibit.

If you have any questions or comments regarding this request, please contact me at 512-410-7737.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

[Signature]

Joshua W. Miksch, P.E.
AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY RECONFIGURING THE BOUNDARIES OF THE ZONING DISTRICTS INCLUDING MF-2-A (MULTI-FAMILY) AND GC-3-A (GENERAL COMMERCIAL) ON A PORTION OF A PARCEL; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following portion of a parcel, which is herein referred to as the “Property”. That certain parcel of land being 7.124 acres ±; being more particularly described in Exhibit “A”; generally located 500 feet north of the intersection of Merrill Drive and 183A Toll Road on the west side of 183A Toll Road; and identified by Williamson Central Appraisal District tax identification number R315588; more particularly described in Instrument Number 2017013760 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by reconfiguring the boundaries of the zoning districts including MF-2-A (Multi-Family) and GC-3-A (General Commercial) as shown in Exhibit “B”
SECTION 5. Recording Zoning Change. The City Council directs the Planning Department to record this zoning classification on the City’s official zoning map with the official notation as prescribed by the City’s zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 6th day of February, 2020.
FINALLY PASSED AND APPROVED on this the 20th day of February, 2020.

THE CITY OF LEANDER, TEXAS: ATTEST:

__________________________  ____________________________
Troy Hill, Mayor            Dara Crabtree, City Secretary
AGENDA SUBJECT:
Discuss and consider action regarding accepting and hearing the appeal of ASAP Towing for revocation of permit to operate for the City of Leander due to violations of City Ordinance No. 17-062-00.

BACKGROUND:
The Leander Police Department conducts annual audits of all wrecker companies that participate in the Leander Police Department rotation tow program.

On January 16, 2020, ASAP Towing was served with a “Revocation” letter for (45*) multiple violations of Leander City Ordinance No. 17-062-00. Article 4.10. - Wrecker Service.

*A review of the records after the revocation letter was sent indicates there were actually fifty (50) violations

Our 2019 audit on ASAP Towing discovered the following:

1. Failure to comply, within the thirty (30)- minute response time to the scene, after requests initiated by the Leander Police Department a total of four (4) times, in violation of Article 4.10.005(a)(1).
2. Failure to respond, for whatever reason, after requests initiated by the Leander Police Department a total of twelve (12* ) times, in violation of Article 4.10.005(a)(2).

*A review of the records after the revocation letter was sent indicates there was only eleven (11) incidents.

3. Twenty-nine (29*) documented violations of allowable charges or overcharges, totaling One Thousand Eight Hundred Twenty-Five ($1,825.00) Dollars, in violation of Article 4.10.006

*A review of the records after the revocation letter was sent indicates there was actually thirty-five (35) documented violations.

Out of the one hundred twenty-seven (127) tows performed by ASAP Towing for the Leander Police Department in 2019, thirty-five (35*) violations were discovered from auditing only fifty-one (51) invoices (69% non-compliance rate). Due to the high volume of violations no further audits were performed and a recommendation to revoke was made.

*This number was updated from the original revocation letter reporting only twenty-nine (29) violations.

It should be noted that there were five (5) violations of which are suspected of being charges for work that was not actually performed, these would be considered failures to comply with the requirements established in Title 16, Chapter 86 of the Texas Administrative Code and furthermore City Ordinance 4.10.

Due to the multiple violations of Leander City Ordinance No. 17-062-00. Article 4.10 Wrecker Service and violations of Title 16, Chapter 86 of the Texas Administrative Code, ASAP Towing’s wrecker permit was revoked. If the revocation is upheld, ASAP Towing would not be eligible to apply for a wrecker permit until twelve (12) months from the date of the revocation letter (01/16/2020).
PRESENTER:
Greg Minton, Chief of Police

Attachments
1. Letter to ASAP from Chief Minton
2. ASAP Appeal Request
3. ASAP Wrecker Application
4. Ordinance 17-062-00
January 16, 2020

ASAP Towing,
This letter hereby serves as documentation of multiple violations of Leander City Ordinance No. 17-062-00, Article 4.10 of the City’s Code of Ordinances and the subsequent REVOCATION of your permit to operate for the City of Leander. As a result, you will be unable to reapply for a permit until twelve 12 months from the date of revocation. As you are aware, this Ordinance was passed on September 21, 2017 and you were provided a copy.

As per section 4.10.005, Duties of Permit Holders:
(a) Compliance. All permit holders shall comply with all applicable requirements of title 16, chapter 86 of the Texas Administrative Code, as amended. No operator shall perform an incident management tow under this article without valid incident management towing operator license pursuant to title 16 of the Texas Administrative Code, section 86.209, as amended.

(a)(1) All permit holders shall respond to a call anywhere in the corporate limits of the city or roadway subject to the city’s jurisdiction by arriving at the scene of the collision or incident within thirty (30) minutes of the requesting officer’s call for service. If the responding wrecker fails to meet this time requirement without justification acceptable to the police communications center, whether in route or not, the call shall immediately be canceled and the next rotation wrecker called and police communications center notifies the requesting officer. Additional response time may be added, at the discretion of the requesting officer, when the permit holder is responding with nonstandard equipment to handle a request.

(a)(2) Any permit holder unable or failing to respond, for whatever reason, for five (5) times or (3) three consecutive times during any one (1) year, shall be subject to suspension and/or revocation pursuant to this Article, as amended.”

Our records indicate failures to respond, for whatever reason, after requests initiated by the Leander Police Department a total of 12 incidents in violation of Article 4.10.005(a)(2).

Our records further indicate a failure to comply with the 30 minute response time to the scene a total of 4 times in 2019 in violation of 4.10.005(a)(1).
Sec. 4.10.007  Issuance and expiration of permits; renewal, addition and fee
(g)  Any company already permitted under this section, who wishes to add an
additional wrecker to their fleet within a calendar year will still be required to pay
the inspection fee and it will be in effect for the remainder of that calendar year
as stated in this article.

Additionally, based on a discovered failure to comply Article 4.10.007(g)
regarding inspection of a heavy wrecker added to your fleet you were warned for
two violations on 12/13/2019 where administrative action could have been taken
then.

Sec. 4.10.006  Wrecker rotation list operation:
(e)  The fee charged by a permit holder for tows, tow-related services and
equipment, and storage of vehicles towed pursuant to this article shall not
exceed the lower of the maximum allowable fee set forth in the fee schedule
presented in appendix A of this code, as amended, or the maximum allowable
fee provided by state law, as amended.

There is a total of 29 documented violations of the Ordinance regarding allowable
charges or overcharges, totaling $1,825.00. There are several charges that were
confirmed to not have been performed based on video evidence from the scenes.
Charges for work that is not actually performed lacks honesty, lacks
trustworthiness and lacks integrity.

Based on these documented violations of city ordinance and Title 16, Chapter 85
of the Texas Administrative Code requiring you to operate with honesty,
trustworthiness and integrity, your permit to operate for the City of Leander and
the Leander Police Department is hereby revoked.

You are hereby being apprised of the following appeal process as detailed in
Section 4.10.007, Violation Procedures; Enforcement; Penalties should you
choose to avail yourself that course of action.

(a)  The permit holder, in cases of revocation, shall have the right to
appeal to the City Council. The request for appeal must be made in
writing to the City Secretary within ten (10) days of the police chief’s
written determination. Upon receiving such request for appeal, the
City Council, as soon as practicable thereafter, shall notify the
appellant as to whether or not such an appeal will be heard. If the
City Council approves such an appeal, it then may hear such and
shall either sustain or reverse the revocation of the chief of police.

(b)  If no appeal is taken from the police chief’s action within ten (10)
days of notification, as set out herein, then the police chief’s decision
shall be final.

Greg Minton, Chief of Police  
01/16/2020  
Date

INTEGRITY ● RESPECT ● DEDICATION
1/22/2020

Our permit to operate for the city of Leander has been revoked. We would like to appeal this decision. Please accept this as a formal request for revocation appeal.

Sincerely,

JCHK McGehee LLC

[Signature]

JCHK McGehee LLC
6046 Williams Dr
Georgetown, TX 78633
Leander Police Department Wrecker Application

Please email the completed application to: wreckers@leandertx.gov

Wrecker Company Owner Name:
J.C.H.K. McGehee LLC

Wrecker Company Owner Phone Number:
512-556-5105

Company Name:
ASAP TOWING

Company Phone Number:
512-556-5105

Company Address:
6044 Williams Dr. Georgetown, TX. 78633

Company Email Address:
ASAPTOWING2015@gmail.com

Texas Department of Licensing and Regulation (TDLR) Number (ex: 005963982C):
0065008666C

Vehicle Storage Facility (VSF) Number (ex: 0651166VSF):
0650084VSF
Leander Police Department Wrecker Application (continued)

VSF Address:
1046 Williams Dr.
Georgetown, TX. 78633

US DOT/TxDOT Number (if applicable):

Number and Classification of Wreckers

5 Light Duty (Gross Weight Rating 10,000 pounds or less)

Medium Duty (Gross Weight Rating 10,001 to 24,999 pounds)

Heavy Duty (Gross Weight Rating 25,000 pounds or more)

Previous Wrecker Company Name(s) if applicable:

Please list all other law enforcement agencies where your company provides incident management towing:

Williamson County NW rotation
Williamson County SW rotation
Florence PD
Jarrell PD
Lampasas PD

By applying for a permit with the City of Leander Police Department wrecker rotation list you are authorizing a representative from Leander Police Department to conduct an in-person audit, review and an inspection of your company's tow records, equipment and facilities prior to consideration and approval of any permits to operate.
CERTIFICATE OF FILING

OF

J.C.H.K. McGehee L.L.C.

File Number: 801711143
Assumed Name: ASAP TOWING

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 08/24/2017
Effective: 08/24/2017

Rolando B. Pablos
Secretary of State
TOW TRUCK CERTIFICATE OF REGISTRATION

Certificate of Registration No: 006500866C
Expiration Date: 7/7/2018

ASAP TOWING
JCHK MCGEHEE LLC
PO BOX 1507
LAMPASAS TX 76550-0038

Having fulfilled the application requirements of the Texas Department of Licensing and Regulation (TDLR) relating to the registration of tow trucks, this Certificate of Registration is hereby granted to:

ASAP TOWING
JCHK MCGEHEE LLC
6046 WILLIAMS DR
GEORGETOWN TX 78633-4326

This Certificate of Registration is no transferable.
VOID IF ALTERED

Date Printed: 12/21/2017
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(VOID IF ALTERED)

This card signifies that the Tow Truck Company has fulfilled the registration requirements of Chapter 86 as of the date this cab card was issued. To receive the current status of registration or insurance coverage, please call TDLR Customer Service at 1-800-803-9202.

The original Cab Card must be retained in the Tow Truck Company's place of business. A copy of the page that identifies (by highlighting) the vehicle being operated must be placed in the cab of the identified tow truck.

Date Printed: 1/3/2018
TExAS DEPARTMENT OF LICENSING AND REGULATION

VEHICLE STORAGE FACILITY LICENSE

# 0650084VSF

ASAP TOWING
JCHK MCGEEHEE LLC
PO BOX 1507
LAMPASAS TX 76550-0038

Be It Known That:
ASAP TOWING
JCHK MCGEEHEE LLC

Located at:
6046 WILLIAMS DR
GEORGETOWN TX 78633-4326

Has paid the required fee, satisfied the prerequisites for a license as a TExAS VEHICLE STORAGE FACILITY under the Vehicle Storage Facility Act, and has agreed to comply with its provisions. The license is issued on December 21, 2017 and shall expire on July 10, 2018.

This license is NON-TRANSFERABLE and NON-ASSIGNABLE
### Certicate of Liability Insurance

**Issue Date:** 09/18/2017

**Producer:**
Rogers Insurance Services, Inc
156 Diablo Rd.
Danville, CA 94526

**Insured:**
JCHK McGehee LLC dba: ASAP Towing
5982 EAST HWY 190
Lampasas, TX 76550

#### Coverages

<table>
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<th>Certicate Number:</th>
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<td>USA-4184218</td>
<td>08/03/2017 - 08/03/2018</td>
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#### General Liability

- **Type:** Commercial General Liability
- **Limit:** $1,000,000

#### Automobile Liability

- **Type:** Any Auto All Owned Autos
- **Limit:** $500,000.00
- **Scheduled Autos Non-Owned Autos:**
  - **Limit:** $500,000.00

#### Umbrella Liability

- **Limit:** $500,000.00

#### Excess Liability

- **Limit:** $500,000.00

#### Workers Compensation

- **Mandatory in NH:** No

#### Certificate Holder

- **Client Use Only**

#### Cancellation

- **Notice:** Should any of the above described policies be cancelled before the expiration date, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

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AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 17-062-00

AN ORDINANCE AMENDING CHAPTER 4, ARTICLE 4.10 AND SECTION A4.008 OF THE APPENDIX A FEE SCHEDULE OF THE CITY OF LEANDER CODE OF ORDINANCES REGULATING WRECKER SERVICES; ADDING DEFINITIONS; UPDATING FEES RELATED TO NON-CONSENT TOWS; ESTABLISHING WRECKER VEHICLE REQUIREMENTS, OPERATIONAL RESPONSE REGULATIONS AND DUTIES OF WRECKER OPERATOR PERMIT HOLDERS; UPDATING ROTATION LIST PROCEDURES; PROVIDING FOR ENFORCEMENT AND PENALTY CLAUSES; PROVIDING FOR OPEN MEETINGS; SEVERABILITY, AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Leander, Texas (herein the “City”), desires to review and update wrecker services, operations, fees and regulations within the City; and

WHEREAS, the City recognizes that the unregulated operation of tow trucks diminishes the efficiency and effectiveness of the City’s public safety function through its police force; and

WHEREAS, the City finds it reasonable and lawful to regulate tow truck operations within the City in order to preserve safe operations, preserve uniform fairness in the use of tow services within the City’s jurisdiction and to protect the public’s interest.

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

Section 1. Findings of Fact. 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. Amending Article 4.10, Wrecker Service, of the Leander Code of Ordinances. Article 4.10, Wrecker Service, of the Leander Code of Ordinances, is hereby amended in its entirety to read as follows:

ARTICLE 4.10 WRECKER SERVICE

Sec. 4.10.001 Definitions

For the purpose of this Article, the following terms shall have the meanings respectively ascribed to them in this section:
Abandoned vehicle. A motor vehicle that has been left on private property without the consent of the property owner for a period in excess of five (5) calendar days or as defined by Section 683.002 of the Texas Transportation Code, as amended.

Consent tow. Any tow of a motor vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle, as defined by 16 Texas Administrative Code, Section 86.10(5), as amended. The term does not include an incident management tow or a private property tow.

Heavy duty tow. Any tow of a motor vehicle with a gross weight rating that exceeds 25,000 pounds, as detailed in Section 2308.0575 of the Texas Occupations Code, as amended.

Illegally parked vehicle. Any motor vehicle alleged to be in violation of Section 12.04 of this Code, or in violation of applicable parking regulations of the Texas Transportation Code, as amended.

Incident management tow. Any tow of a vehicle in which the tow truck is summoned by the Leander Police Department to the scene of a traffic collision or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an collision or incident scene, as defined by 16 Texas Administrative Code, Section 86.10(11), as amended. The term shall also include tows incident to arrest, traffic hazards and illegally parked vehicles, and tows of abandoned vehicles initiated by the Leander Police Department.

Light duty tow. Any standard tow of a motor vehicle with a gross weight rating of 10,000 pounds or less, as detailed in Section 2308.0575 of the Texas Occupations Code, as amended.

Medium duty tow. Any tows of a motor vehicle with a gross weight rating of more than 10,000 pounds, but less than 25,000 pounds, as detailed in Section 2308.0575 of the Texas Occupations Code, as amended.

Non-consent tow. Any tow of a motor vehicle that is not a consent tow, including an incident management tow and a private property tow, as defined by 16 Texas Administrative Code, Section 86.10(13), as amended.

Permit holder. Any wrecker company possessing a current, valid permit to engage in towing from the wrecker rotation lists in the City. A permit holder’s primary business office shall be located and maintained within the corporate limits of the city, its extraterritorial jurisdiction, or within ten (10) miles of those areas.

Private property tow. Any tow of a vehicle authorized by a parking facility owner without the consent of the owner or operator of the vehicle, as defined by 16 Texas Administrative Code, Section 86.10(18), as amended.

Vehicle storage facility. A vehicle storage facility, as defined by Texas Occupations Code, Section 2303.002, as amended, that is operated by a person who holds a license issued under Texas Occupations Code, Chapter 2303 to operate the facility.

Wrecker company. A person or legal entity operating a tow truck over public roadways in the State of Texas as defined by 16 Texas Administrative Code, Section 86.10(22), as
amended. The term includes the owner, operator, employee, or agent of a towing company, but does not include a political subdivision of the State. Each wrecker company shall maintain a single unique Texas Department of Licensing and Regulation (TDLR) number.

Wrecker rotation list. A list of permit holders prepared in accordance with the provisions of this Article, as amended.

Sec. 4.10.002 Applicability

This Article applies to all wrecker movements within the city, except for those performed by governmental entities or directed by law enforcement.

a) Unless exempted by State law, it shall be unlawful for any person to operate a wrecker company, or to perform wrecker movements for incident management tows or private property tows in the city without a permit issued in accordance with this Article.

b) A wrecker company that has a proper certificate of registration or permit from the State of Texas is not required to obtain a permit from the city under this Article in order to perform consent or non-consent tows within, from, or through the limits of the city; provided, however, that non-consent tows originating within the corporate limits of the city or roadways subject to its jurisdiction shall be subject to Appendix A, Section A4.008.

c) All permit holders under this Article shall comply with all applicable State laws. Failure to comply with State laws will be a violation of this Article.

Sec. 4.10.003 General Regulations

(a) No person shall drive or cause to be driven a wrecker to or near the scene of a collision on a public roadway in the city or any roadway subject to the city’s jurisdiction unless such person has been called by the police department. In situations where a wrecker driver is a certified emergency medical technician, such driver may stop and render aid as required by law but such wrecker driver will not be able to tow at such collision except pursuant to the rotation list.

(b) No permit holder or his employees shall solicit in any manner, directly or indirectly, on the streets of the city, wrecker business involving any vehicle which is wrecked on a public street. This prohibition applies regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading, selling or purchasing such vehicle. Proof of the presence of any person engaged in the wrecker business, whether or not certified or identified under the provisions of this article, except a wrecker called pursuant to the provisions of this article, at or near the scene or site of a wreck or collision on any public street in the city after the occurrence of a wreck and prior to removal of all disabled or damaged vehicles shall be prima facie evidence of a solicitation in violation of this article.

(c) All wrecker drivers arriving at the place where any collision has occurred shall obey all lawful orders given them by any police officer investigating such collision and shall not in any manner interfere with such officer in the performance of his duty.

Ordinance amending Wrecker Service  3
(d) Whenever a wrecker arrives at the place where a vehicle has been disabled, the wrecker driver shall park the wrecker as close to the roadway curb as possible and otherwise dispose of it in a manner that does not interfere with traffic. The wrecker driver shall not park their vehicle within a distance of twenty-five (25) feet from a wrecked or disabled vehicle.

(e) It shall be the duty of the driver of each wrecker that removes a wrecked, damaged or disabled vehicle from the place where a collision has occurred to clear and remove any and all debris, parts, glass or vehicle fluids as the result of an collision or collision from the roadway to the satisfaction of the officer investigating the collision. In the event two (2) or more wreckers pick up vehicles for towing, it shall be the duty of each driver to clear and remove debris, parts or glass from the roadway.

Sec. 4.10.004 Wrecker Requirements

(a) General

(1) All permit holders shall maintain at least one wrecker, and shall maintain all wreckers in accordance with the requirements of this Article and Title 16, Chapter 86 of the Texas Administrative Code, as amended.

(2) All wreckers shall maintain a valid Incident Management Towing Permit pursuant to Title 16, Chapter 86 of the Texas Administrative Code, as amended and be in such condition that they can safely and readily be used as a wrecker for incident management tows.

(b) Wrecker lifting capacity. Each wrecker shall be equipped with a power operated winch with a lifting capacity of not less than eight thousand (8,000) pounds single line capacity, as reflected by a manufacturer’s certificate.

(c) Standard equipment

(1) Each wrecker shall carry as standard equipment: two (2) safety chains appropriate for load securement, one (1) 2.5 pound A.B.C. fire extinguisher, wrecker bar, absorbent, broom and dust pan.

(2) Each wrecker with a rated capacity of three (3) tons or greater shall be equipped with booster brakes.

(3) Each wrecker must be equipped with dual rear tires.

(4) Upon request of a police officer or vehicle owner, the permit holder must make available a wrecker with a specially designed wheel lift attachment. This need not be a requirement for every wrecker unit, but each permit holder must own at least one (1) so equipped.

(d) Carrying capacity. Each wrecker’s carrying capacity shall not be less than one (1) ton as reflected on the manufacturer’s certificate for the vehicle.
(e) Name. In addition to the requirements of Title 16 of Texas Administrative Code, Section 86.701, as amended, each wrecker must have the permit holder’s name, phone number, address, and permit number permanently displayed on each side of the wrecker at least two (2) inches in size and in a color that contrasts with the color of the background surface.

(f) All vehicle storage facilities used to store vehicles towed from incident management tows or private property tows pursuant to this Article shall be located within the corporate limits of the city, its extraterritorial jurisdiction, or within ten (10) miles of those areas. All vehicle storage facilities must be licensed by the State of Texas and must comply with all applicable requirements of Title 16, Chapter 85 of the Texas Administrative Code, as amended.

(g) Service hours. A permit holder operating a wrecker, must maintain a twenty-four (24) hour wrecker service, seven (7) days a week, and have two (2) telephone numbers, one of which is answered twenty-four (24) hours a day, seven (7) days a week. The permit holder must be able to immediately advise the chief of police, or designee, of the availability of a tow truck. The wrecker company must have two-way voice communication between the wrecker and the wrecker company’s office.

Sec. 4.10.005 Duties of Permit Holders

(a) Compliance. All permit holders shall comply with all applicable requirements of Title 16, Chapter 86 of the Texas Administrative Code, as amended. No operator shall perform an incident management tow under this Article without valid Incident Management Towing Operator License pursuant to Title 16 of the Texas Administrative Code, Section 86.209, as amended.

(1) All permit holders shall respond to a call anywhere in the corporate limits of the city or roadway subject to the city’s jurisdiction by arriving at the scene of the collision or incident within thirty (30) minutes of the requesting officer’s call for service. If the responding wrecker fails to meet this time requirement without justification acceptable to the police communications center, whether in route or not, the call shall immediately be canceled and the next rotation wrecker called and police communications center notifies the requesting officer. Additional response time may be added, at the discretion of the requesting officer, when the permit holder is responding with non-standard equipment to handle a request.

(2) Any permit holder unable or failing to respond, for whatever reason, for five (5) times or three (3) consecutive times during any one (1) year, shall be subject to suspension and/or revocation pursuant to this Article, as amended.

(3) All permit holders shall store all vehicles towed under the provisions of this Article at their respective vehicle storage facility unless the owner of the vehicle and permit holder agree to take the vehicle to another location.

(4) Maintenance of records. Each permit holder shall make his records available for inspection by the chief of police or their designee during regular business hours at the primary business office of the permit holder, which shall be located and maintained
within the corporate limits of the city, its extraterritorial jurisdiction, or within ten (10) miles of those areas.

(b) Parking in residential areas. Except in the following situations, no person shall park or stand a wrecker in the public right-of-way in a residential area within the corporate limits of the city:

(1) Where a tow has been requested;

(2) Where a wrecker has become inoperable and is waiting for transportation to a repair facility; or

(3) Where the police department has directed such.

(c) Each and every wrecker service shall notify the operator or owner of any disabled or wrecked vehicle of the location of the facility to be used by the wrecker service.

Sec. 4.10.006 Wrecker rotation list operation

(a) The chief of police shall establish and cause to be maintained a wrecker rotation list of all validly permitted wrecker companies, which shall be used for all incident management tows.

(b) The wrecker rotation list shall be made available for inspection upon request during regular business hours. The list shall contain a designation of each permit holder qualified to be on the list in order of rotation list number. The wrecker rotation list shall be limited to seven (7) wrecker companies. Such number shall be reviewed every two (2) years, or at the discretion of the chief of police, which such number may be adjusted by resolution of the City Council. As each new permit holder becomes qualified, it shall be placed at the end of the rotation list.

(c) Vehicle operator to designate wrecker company. When a police officer investigating an incident management scene, which may be a traffic hazard but not causing disruption to any traffic patterns, determines that any vehicle involved is unable to safely proceed under its own power, or when the police officer determines that the driver of any vehicle involved in a collision is physically unable to safely move the vehicle to a location out of the right of way where it will no longer create a traffic hazard, such officer should first attempt to communicate with the driver on scene to designate the permit holder he desires to remove the vehicle, and the police officer shall cause the driver's designee to be contacted.

(d) Wrecker rotation list operation. In the event a police officer requires the removal of a vehicle and the vehicle operator does not designate the permit holder of his choice, due to the operator's arrest, inability or incapacitation, or the vehicle cannot be moved to a safe location out of the right of way of the roadway and the vehicle is an immediate hazard creating a traffic pattern disruption, the officer shall request the permit holder next on the wrecker rotation list to be called.
(e) The fee charged by a permit holder for tows, tow-related services and equipment, and storage of vehicles towed pursuant to this Article shall not exceed the lower of the maximum allowable fee set forth in the Fee Schedule presented in the Appendix of this Code, as amended, or the maximum allowable fee provided by State law, as amended.

(f) Pursuant to Texas Occupations Code, Section 2308.203, as amended, a towing company subject to this Article may request a towing fee study be performed by submitting a written request to the chief of police and paying the applicable fee set forth in the Fee Schedule presented in the Appendix of this Code, as amended. No towing company shall be authorized to request a towing fee study within twenty-four (24) months of the completion of a prior towing fee study performed pursuant to this Section.

(g) Contractual agreement between wrecker owner and permit holder. A permit holder may contract with another permit holder for the use of permitted wreckers to provide services pursuant to this Article; however, no permit holder shall contract with more than one (1) other permit holder for such use of wreckers, and all contracted wreckers shall be permitted pursuant to this Article.

(h) Rental or additional equipment. There may be times where a wrecker company called to a scene by the city needs to rent or bring additional equipment to effectively handle an incident they would otherwise be unable to handle. Wrecker companies are hereby authorized to recover the fees associated with the necessary rental equipment to effectively handle a scene. See Fee Schedule in Appendix for allowable rates.

Sec. 4.10.007 Issuance and expiration of permits; renewal, addition and fee

(a) The chief of police shall issue a permit to engage in towing from the wrecker lists to approved applicants complying with the provisions of this Article. A permit may be evidenced by a windshield decal affixed to the vehicle.

(b) No permit may be issued for:

(1) Any person who had a financial interest in a wrecker business whose permit has been suspended, revoked or cancelled in excess of ten (10) days within the preceding twelve (12) months. This shall include any stockholders, officers, directors, managers or partners.

(2) Any person or company whose name appears on the current delinquent tax rolls of the city.

(c) Each company desiring to be included on the wrecker lists shall submit an application on a form provided by the chief of police or designee once an opening is published on the City of Leander website.

(d) Each permit holder must present the wreckers for inspection annually by January 1st at the police department, unless otherwise notified by the chief of police or designee.
(e) Each company desiring to be on the wrecker lists shall pay the city an inspection fee as provided for in the Fee Schedule presented in Appendix A of this Code, as amended.

(f) A wrecker company or wrecker failing to pass inspection shall pay a re-inspection fee as provided for in the Fee Schedule presented in Appendix A of this Code, as amended, for each additional inspection.

(g) Any company already permitted under this section, who wishes to add an additional wrecker to their fleet within a calendar year will still be required to pay the inspection fee and it will be in effect for the remainder of that calendar year as stated in this Article.

Sec. 4.10.007 Violation Procedures; Enforcement; Penalties

(a) The chief of police, or designee(s), shall enforce the terms and provisions of this Article. All references to “chief of police” or “police chief” in this Article shall include the chief of police and their designee(s), if any.

(b) The chief of police may promulgate procedures to carry out and enforce the provisions of this Article.

(c) Any person aggrieved by a permit holder, towing company, or operator subject to this Article may file a written complaint with the chief of police. The chief of police shall provide written notice of the complaint to the permit holder, towing company, or operator, and within a reasonable time thereafter the chief of police shall conduct a hearing regarding the complaint.

(d) If after such hearing the chief of police determines that there has been a violation of any of the terms of this Article or this Code, the chief of police may suspend, cancel, or revoke the permit of such permit holder as set forth below. If the chief of police determines that the permit holder or operator has failed to comply with any applicable requirement of Title 16, Chapter 86 of the Texas Administrative Code, as amended, then the chief of police may immediately revoke the permit and/or suspend/remove the permit holder or operator from the rotation and/or service lists. Within fifteen (15) days of the hearing, the police chief shall forward written notice of their findings and determination to the permit holder or operator.

(e) The permit holder, in cases of revocation, shall have the right to appeal to the City Council. The request for appeal must be made in writing to the City Secretary within ten (10) days of the police chief’s written determination. Upon receiving such request for appeal, the City Council, as soon as practicable thereafter, shall notify the appellant as to whether or not such an appeal will be heard. If the City Council approves such an appeal, it then may hear such and shall either sustain or reverse the revocation of the chief of police.

(f) If no appeal is taken from the police chief’s action within ten (10) days of notification, as set out herein, then the police chief’s decision shall be final.

(g) The period of administrative action per calendar year shall be as follows:
(1) For the first violation, not more than thirty (30) days;

(2) For the second violation, not more than ninety (90) days; and

(3) For the third or subsequent violation, such period of suspension, cancellation or revocation as the chief of police may determine, including permanent revocation.

(h) The administrative penalty set forth in this section shall be independent of and may be in addition to any other penalties assessed pursuant to any violation of this Code or State law. The determination of whether the violation is significant shall be within the sole discretion of the police chief.

Section 3. Amending Appendix A Fee Schedule, Section A4.008 of the Leander Code of Ordinances. Article A4.000, Section A4.008 Wrecker Service, of the Leander Code of Ordinances, is hereby amended in its entirety to read as follows:

Sec. A4.008 Wrecker towing fees

The following maximum allowable fees may be charged for wrecker operations originating within the City’s corporate limits or any roadway subject to the City’s jurisdiction

(a) Incident Management Tows:

(1) Light Duty Tows - $195.00

(2) Medium Duty Tows - $400.00

(3) Heavy Duty Tows- $800.00

(b) Additional Fees:

Storage - $20.00 per day (less than 25’); $35.00 per day (greater than 25’)

Winching - $40.00 mechanical extraction of off-road vehicles (only one time for the first hour)

Waiting time at scene - $40.00 per hour, after the first hour on scene.

Rental equipment fees - Cost of the rented equipment plus an additional 15%.

Dollies - $40.00 supplementary wheel system for disabled vehicles.

In unusual and complicated situations, reloading truck or trailer, per man-hour: $40.00.

(c) Private Property Tows:

Light Duty Tows - $125.00

Medium Duty Tows - $300.00

Heavy Duty Tows - $400.00
Drop Fees:
Light duty drops - $75.00
Medium duty drops - $125.00
Heavy duty drops - $175.00

Inspection Fees:
(d) An inspection fee of $50.00 per truck shall be paid at time of inspection. Should any truck fail its annual inspection, a re-inspection fee of $25.00 shall be charged for each re-inspection. Additional trucks added to the permit holder’s fleet during the year will pay an inspection fee of $50.00 and the inspection expires as stated in the ordinance.
(e) $250.00 per tow fee study requested by a towing company pursuant to Section 2308.203 of the Texas Occupations Code.

Section 4. Enforcement. The Leander Police Department, Fire Department or authorized designee are authorized to enforce the provisions of these Articles.

Section 5. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting wrecker services within the City which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 6. Conflicting Ordinances. All prior Ordinances of the City dealing with or applicable to wrecker services are hereby amended only to the extent of any conflict with the amendments set forth herein, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

Section 7. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

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

Section 9. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Tex. Gov’t. Code.
PASSED AND APPROVED this the 21st day of September, 2017.

City of Leander, Texas

Christopher Fielder, Mayor

ATTEST:

Dara Crabtree, City Secretary

Ordinance amending Wrecker Service
AGENDA SUBJECT:
Discuss and consider action on an Ordinance authorizing a right-of-way exchange between the City of Leander and Northline Leander Development Company, LLC; providing for the vacation, abandonment, and conveyance to the abutting property owner a portion of Main Street (formerly known as Mel Mathis Avenue) and San Gabriel Parkway in exchange for dedication of rights-of-way to the City for other streets associated with the Northline Subdivision located to the south of the intersection of Main Street and San Gabriel Parkway, Leander, Williamson County, Texas.

BACKGROUND:
The first phase of the Northline Subdivision is under review for the construction plans and final plat. The proposed street layout and land use plan supports a need for dedication of additional rights-of-way and vacation of right-of-way for Main Street and San Gabriel Parkway. The proposed street layout will include a public civic space surrounded by Main Street. The current right-of-way is not necessary to accommodate the proposed civic space and street improvements. Below, please find the value of the land to be vacated and dedicated. The attached appraisal and addendum provide the back-up materials associated with values for this exchange.

Valuation of ROW Dedicated to the City: $521,278.00
Valuation of ROW Released by the City: $222,542.00

RECOMMENDATION:
The appraiser provided a value in the amount of Five Hundred Twenty-One Thousand Two Hundred Seventy-Eight ($521,278.00) Dollars for the land proposed to be dedicated and Two Hundred Twenty-Two Thousand Five Hundred Forty-Two ($222,542.00) Dollars to be vacated. If the City Council accepts this amount and approves the proposed ROW exchange, the next step is for the City Attorney to prepare the Warranty Deed, Ordinance, and the adjacent Property Owner Assignment of Rights to the ROW.

PRESENTER:
Wayne S. Watts, P.E., CFM

Fiscal Impact

SUMMARY:
The City will receive a dedication of land that is valued at Five Hundred Twenty-One Thousand Two Hundred Seventy-Eight ($521,278.00) Dollars in exchange for land that is valued at Two Hundred Twenty-Two Thousand Five Hundred Forty-Two ($222,542.00) Dollars. The value of the ROW dedication is Two Hundred Ninety-Eight Thousand Seven Hundred Thirty-Six ($298,736.00) Dollars greater than the value of the ROW being vacated.

Attachments
1. Final Appraisal Report
2. Addendum to Appraisal Report
3. Location Map
4. Ordinance
5. Exhibits A & B
6. Exhibit C
7. Exhibit D
APPRAISAL REPORT
REAL ESTATE APPRAISAL

Of

ROW Vacation of:
14,712 SF portion of Mel Mathis Boulevard
54,292 SF portion of Mel Mathis Boulevard
556 SF portion of E. San Gabriel Parkway

As of

December 19, 2019
(As is)

Prepared For:

Mr. Wayne S. Watts, P.E., CFM
City Engineer
City of Leander
P.O. Box 319
Leander, TX 78646
Austin, TX 7

Prepared by:

SOUTHWEST REALTY ADVISORS, LLC
3000 POLAR LANE, UNIT 603
CEDAR PARK, TX 78613

Reed P. Coleman, MAI, TX-1336803-G

File Name: CX-19-12
January 16, 2020

RE: Project Name: Mel Mathis Blvd. & E. San Gabriel Blvd. ROW vacations
    Property Owner: City of Leander
    Property Address: Located west of US Highway 183-A, North of Hero Way along the east and west lines of Mel Mathis Boulevard and South line of E. San Gabriel Parkway in Leander, Texas.
    WCAD #: (N/A for Right-of-Way); Various (Abutting Property)
    Vacation of: Right of way segments containing 14,712 SF portion & 54,292 SF portion of Mel Mathis Boulevard and a 556 SF portion of E. San Gabriel Parkway.

Dear Mr. Wayne S. Watts, P.E., CFM:

At your request, I have inspected and analyzed the above-referenced property in association with the proposed right-of-way vacations of 14,712 SF, 54,292 SF & 556 SF. These properties were also analyzed on the basis of whether they could be considered a separate economic entity for valuation purposes. However, it is my opinion that the subject tracts cannot be considered a separate economic entity. This is supported in the following appraisal report. The following value estimate of the subject tracts is based upon it being considered as a pro-rata share of the adjoining properties owned by Northline Leander Development Company LLC.

The purpose of this assignment is to provide an opinion of market value of the subject 14,712 SF, 54,292 SF & 556 SF right-of-way segments, based on the fee simple estate as these are to be vacated and rights conveyed to the adjacent adjoining properties/property owners.

It is my understanding the intended use of this appraisal is to assist the City of Leander in its internal decision making process for the conveyance of the subject right of way property rights to the adjacent property owners. The intended user(s) of the report is the City of Leander. This appraisal is intended to conform with the minimum appraisal requirements of Standard Rule 1-2 and the reporting requirements of Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice as adopted by the Appraisal Foundation, as well as to the Standards of Professional Appraisal Practice of the Appraisal Institute.
Market Value Definition:

Market value is defined as:

"The price which the property would bring when it is offered for sale by one who desires, but is not obligated to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future." (City of Austin vs. Cannizzo, et al, 267 S.W. 2d 808, 815 [1954].)

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), we have made the following value conclusion(s):

The following is a summary of the market value opinion of the rights being conveyed as a result of the 14,712 SF, 54,292 SF and 556 SF right of way segments to be conveyed as of December 19, 2019

14,712 SF ROW

FORTY FOUR THOUSAND EIGHT HUNDRED SEVENTY TWO DOLLARS
($44,872)

54,292 SF ROW

ONE HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED SEVENTY THREE DOLLARS
($174,773)

556 SF ROW

TWO THOUSAND EIGHT HUNDRED NINETY SEVEN DOLLARS
($2,897)

The market exposure time preceding December 19, 2019 would have been 12 months and the estimated marketing period as of December 19, 2019 is 12 months.

The reader's attention is directed to the narrative appraisal report included on the following pages which contains the market data and analysis pertinent to the valuation of the subject property.
Should you have any questions regarding the contents of this appraisal, please contact my office.

Respectfully submitted,

SOUTHWEST REALTY ADVISORS, LLC

[Signature]

Reed P. Coleman, MAI
State Certified General Real Estate Appraiser
TX-1336803-G
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# Summary of Important Facts and Conclusions

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**Subject:** The subject property represents Right of way segments containing 14,712 SF portion & 54,292 SF portion of Mel Mathis Boulevard and a 556 SF portion of E. San Gabriel Parkway. As of the effective date of this report, the subject properties represent former and existing right-of-way’s.

**Owner:** City of Leander (right-of-way segments)

**Legal Descriptions**

### Subject; ROW segments

14,712 SF:

14,712 SF out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas, Being a portion of Mel Mathis Boulevard (80’ Right-Of-Way) Dedicated in Document No. 2012077074 of the Official Public Records of Williamson County, Texas.

54,712 SF:


556 SF


### Legal Description: (Abutting properties)

556 SF ROW

- Part 1 (233 SF), 9.85 acres out of the William Mansil Survey, Abstract No. 437, Williamson County, Texas; WCAD Parcel ID R517094

- Part 2 (323 SF), 12.931 acres out of the William Mansil Survey, Abstract No. 437, Williamson County, Texas; WCAD Parcel ID R458187
14,712 SF ROW
Lot 2, San Gabriel Park, Williamson County, Texas (45.3395 Acres); WCAD Parcel ID R566425

54,292 SF ROW
Part 1 (1,009 SF), 9.85 acres out of the William Mansil Survey, Abstract No. 437, Williamson County, Texas; WCAD Parcel ID R517094

Part 2 (1,100 SF), 12.931 acres out of the William Mansil Survey, Abstract No. 437, Williamson County, Texas; WCAD Parcel ID R458187

Part 3 (33,208 SF) Lot 2, San Gabriel Park, Williamson County, Texas (45.3395 Acres); WCAD Parcel ID R566425

Part 4 (3,541 SF) 47.5871 acres out of the William Mansil Survey, Abstract No. 437, Williamson County, Texas; WCAD Parcel ID R031604

Part 5 (5,464 SF) Lot 2, San Gabriel Park, Williamson County, Texas (45.3395 Acres); WCAD Parcel ID R566425

Part 6 (4,068 SF) 47.5871 acres out of the William Mansil Survey, Abstract No. 437, Williamson County, Texas; WCAD Parcel ID R031604

Part 7 (5,902 SF) Lot 2, San Gabriel Park, Williamson County, Texas (45.3395 Acres); WCAD Parcel ID R566425

Williamson County Parcel ID#: N/A; is no WCAD number assigned to the right of ways (Subject ROW’s)

Date of Report: January 16, 2020

Effective Date “as is”: December 19, 2019

Property Rights Appraised: Fee Simple

Intended Use: It is my understanding the intended use of this appraisal is to assist the City of Leander in its internal decision making process for the conveyance of the subject right of way property rights to the adjacent property owners

Intended User(s): The intended user(s) of the report is the City of Leander.
Sale History: The subject property represents Right of way segments containing 14,712 SF portion & 54,292 SF portion of Mel Mathis Boulevard and a 556 SF portion of E. San Gabriel Parkway. The right-of-way segments are currently owned by The City of Leander.

The 14,712 SF portion was dedicated in Document No. 2012077074 of the Official Public Records of Williamson County, Texas.

The 54,292 SF portion was dedicated in Document No. 2012077074 of the Official Public Records of Williamson County, Texas.

The 556 SF portion was dedicated in Document No. 2006066934 of the Official Public Records of Williamson County, Texas.

The subject properties are not currently listed for sale.

Zoning: The subject tracts are not zoned. The abutting surrounding properties representing the adjacent tracts are part of the “Northline PUD” Transit Oriented Development District.

In all likelihood, were the subject tracts assembled into the respective abutting surrounding properties they would receive a similar zoning designation.

Highest and Best Use of the Site: Assemblage with the adjacent abutting properties for future commercial development

Highest and Best Use as Improved: N/A
Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Southwest Realty Advisors, LLC. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil, or structure, which would make the property valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser’s inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.
It is assumed there are no zoning violations, encroachments, easements, or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court about this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Southwest Realty Advisors, LLC’s regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

**Americans with Disabilities Act (ADA) of 1990**
A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Southwest Realty Advisors, LLC has not made a determination regarding the subject’s ADA compliance or non-compliance. Non-compliance could have a negative impact on value; however, this has not been considered or analyzed in this appraisal.

A conceptual plan and conceptual site layout plan for the proposed Northline PUD identifies various portions of the adjacent tracts further subdivided and proposed for varying uses. However, as of the effective date of this report no final site plan or subdivision of the adjacent tracts exists. Therefore, we have appraised the adjacent tracts based upon the general development guidelines of the “Northline PUD” which is designated for a wide variety of legally permissible uses consisting of residential, office & commercial land uses. Should this be found to differ we reserve the right to alter our opinion of value.


**Scope of Work**

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser’s responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for the P.O. Box 319. The problem to be solved is to estimate the "as is" market value of the subject property. It is my understanding the intended use of this appraisal is to assist the City of Leander in its internal decision making process for the conveyance of the subject right of way property rights to the adjacent property owners. This appraisal is intended for the use of the City of Leander and/or their assigns.

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possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.

Valuation Analyses

Generally, the first valuation technique is referred to as the Cost Approach, which is a physical analysis of the real property where the property is analyzed with respect to land and improvements. The Cost Approach is based upon the premise that value is inherent to the object itself and that "cost" and "value" tend to coincide. The value indication is developed by estimating the site's value through sales comparison and estimating the improvement's value via replacement cost new. The respective estimates of value of the land and the improvements are then summed to indicate an estimate of value from the Cost Approach. The Cost Approach is most typically considered for proposed or newer projects in areas where construction is occurring and land sales are available. The subject properties represents vacant tracts of former right-of-way land; therefore, the Cost Approach was not utilized in my analysis.

The second valuation technique is referred to as the Sales Comparison Approach. This approach is based on the premise that persons in the marketplace buy by comparison. Hence, the "principle of substitution" is represented, which basically states that a prudent purchaser/investor will pay no more for a property than the cost of procuring an equally desirable substitute property in the market, given that the substitute property possesses the same utility as the property being appraised. This approach is derived by analyzing comparable property sales by some unit or units of comparison and by adjusting appropriately for the dissimilarities between them and the subject tracts, thus yielding an indication of value from the Sales Comparison Approach. The Sales Comparison Approach, as vacant, was applied in my analysis.

The third valuation technique, referred to as the Income Capitalization Approach, is based on the premise that the typical purchaser/investor in the market buys real property in anticipation of its capability to produce an acceptable return on the invested capital; thus, this approach reflects the "principle of anticipation." This approach is developed by taking a potential gross income stream and reducing it by the expenses attributable to the production of that income stream, thus yielding a net operating income. This net income estimate is then capitalized via a yield or direct capitalization technique to derive an indication of value from the Income Capitalization Approach. The subject tracts represent vacant land; therefore, the Income Capitalization Approach was not utilized in my analysis.

The correlation of a "Final Market Value Estimate" is then developed through reconciliation of pertinent value affecting factors reflected in each approach. During this process of review and reconciliation, the appraisers consider the strengths and weaknesses of each approach with respect to the property being appraised. Consideration must be given to pertinent physical, legal and economic conditions which exist and influence the value of the subject property. The final market value estimate is concluded through this reconciliation process.

In regards to valuing the subject, the first analysis that was undertaken was to determine whether the subject properties, in their current configuration, could be considered a separate economic entity. Based upon my analysis of the subject, which is described in greater detail later in this
report, the subject tracts are not considered to be a separate economic entity. Therefore, in my opinion, its value is considered to be a pro-rata share of the value of an adjoining surrounding property because it could easily be incorporated into the surrounding development.

Given the assumption that the subject's value is a pro-rata share of the value of the adjacent surrounding properties, I have researched the market for sales of similar properties both within the subject’s immediate neighborhood as well as within other comparable market areas of Austin. The sales of vacant tracts of land were considered to be generally similar to the adjacent property and were documented through the use of CoStar, my in-house database, as well as through discussions with area real estate brokers and other area real estate appraiser. These sales were verified, whenever possible, by the appraiser or other office personnel. The sales were then compared with the property adjacent and adjusted for the most significant differing characteristics to render a value estimate for the subject.

In the analysis to follow, I have valued the adjacent parcels / “larger parcels” (see discussion on following page). Therefore, I have considered the highest and best use of the right of ways to be assemblage with their respective adjacent parcels / “larger parcels”. For the purposes of my analysis, this will represent my “as assembled” “larger parcel”. The difference between the “before” and “after” value of the assembled parcels is my opinion of the fee simple contributory value of the subject right-of-way segments to be vacated.

There are no hypothetical conditions for this appraisal.
“Larger Parcel” Discussion

Prior to undertaking an assignment, the appraiser had to make a determination of what constitutes the larger parcel.

According to the *Real Estate Appraisal Terminology* handbook published jointly by the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers, the larger parcel is defined as:

“In condemnation, that portion of a property which has unity of ownership, contiguity, and unit of use. These are the three conditions which must be present to establish the larger parcel for the purpose of considering the extent of severance damage in most states.”

For the purpose of my analysis, I will address these three conditions which must be met in order to establish my opinion of the larger parcel. These conditions have been addressed individually below.

**Unity of Ownership**

The subject right of way segments are owned by the City of Leander. As previously discussed, the surrounding adjacent tracts adjacent to each respective right-of-way are all owned by “Northline Leander Development Company, LLC”. These are identified by WCAD parcels; R566425, R031604, R458187 & R518894. Thus, unity of ownership exists.

**Contiguity**

The parcels are completely contiguous to each other, thus, the condition of contiguity is met.

**Unity of Use**

In my analysis of this portion of the criteria, I must determine the ability of the entire site to be devoted to the same general use or one integrated with the land from which the taking is made. It is generally not the existence or non-existence of actual unity of use, which is considered, but rather the unity of the highest and best use which is the controlling factor.

The surrounding adjacent tracts from which the existing right-of-way segments are to be assembled with vary in size.
Part 1 (233 SF) of the 556 SF right of way & Part 1 (1,009 SF) of the 54,292 SF right of way are adjacent to a 9.85 acre tract. Should the existing right of way segments be vacated, they would be incorporated into this adjacent surrounding property. As such this is considered to have a unity of use.

Therefore, my recommended compensation of these right-of-way segments to be vacated will be based upon its “before” and “after” value as assembled with the adjacent surrounding 9.85 acre “larger parcel” (9.85 acres before, 9.8785 after as assembled) as depicted graphically on the following page.

Part 2 (323 SF) of the 556 SF right of way & Part 2 (1,100 SF) of the 54,292 SF right of way are adjacent to a 12.931 acre tract. Should the existing right of way segments be vacated, they would be incorporated into this adjacent surrounding property. As such this is considered to have a unity of use.

Therefore, my recommended compensation of these right-of-way segments to be vacated will be based upon its “before” and “after” value as assembled with the adjacent surrounding 12.931 acre “larger parcel” (12.931 acres before, 12.9637 after as assembled) as depicted graphically on the following page.

The entire 14,712 SF right of way & Parts 3 (33,208 SF), Part 5 (5,464 SF) & Part 7 (5,902 SF) of the 54,292 SF right of way are adjacent to a 45.3395 acre tract. Should these existing right of way segments be vacated, they would be incorporated into this adjacent surrounding property. As such this is considered to have a unity of use.

Therefore, my recommended compensation of these right-of-way segments to be vacated will be based upon its “before” and “after” value as assembled with the adjacent surrounding 45.3395 acre “larger parcel” (45.3395 acres before, 46.7005 after as assembled) as depicted graphically on the following page.

Parts 4 (3,541 SF) and Part 6 (4,068 SF) of the 54,292 SF right of way are adjacent to a 47.5871 acre tract. Should the existing right of way segments be vacated, they would be incorporated into this adjacent surrounding property. As such this is considered to have a unity of use.

Therefore, my recommended compensation of these right-of-way segments to be vacated will be based upon its “before” and “after” value as assembled with the adjacent surrounding 47.5871 acre “larger parcel” (47.5871 acres before, 47.7618 after as assembled) as depicted graphically on the following page.
Exposure Time

Exposure time represents the amount of time the subject property would have been anticipated to be on the market prior to the effective date of the appraisal at the appraised value. It is my opinion that the exposure time would have been approximately one year.

Definitions

Market Value:

Market value is defined as:

"The price which the property would bring when it is offered for sale by one who desires, but is not obligated to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future." (City of Austin vs. Cannizzo, et al, 267 S.W. 2d 808, 815 [1954].)
A **Fee Simple** estate is defined as:

According to *The Dictionary of Real Estate Appraisal, 6th Edition*, published by the Appraisal Institute, the fee simple estate is "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."
Located in the south-central part of Texas, within the Interstate-35 Growth Corridor, Austin is approximately 200 miles south of Dallas-Fort Worth, 80 miles north of San Antonio, and 160 miles west of Houston. Austin is the capital of Texas and is the county seat of Travis County. The Metropolitan Statistical Area (MSA) includes Travis, Williamson, Bastrop, Hays, and Caldwell counties. The following pages will present an overview of the factors which influence property values in the greater Austin area. The discussion will focus on a number of areas including the local economy, demographics, governmental issues, environmental concerns, as well as an overview of the various segments of the Austin real estate market.

Economy/Employment

Traditionally, the Austin area has relied heavily on state government and higher education for economic growth and stability. However, in recent years Austin has emerged as a center for research and development as major microelectronics research consortia and major technical product development companies continue to select sites here for new headquarters and branch operations (e.g., Dell Computers, IBM, Apple Computers, National Instruments, Accenture,
NXP Semiconductors, 3M, AMD, Applied Materials, Samsung, among others). Also, Austin has become a center for software, internet, and telecommunications companies alike. Additionally the Austin area has seen significant growth in other industries such as biotechnology, film, music, telecommunications, and multimedia. Although there are periodically significant fluctuations in these industries, Austin's economy is partially insulated and stabilized by the presence of employers like City, County, State, and Federal government offices and the University of Texas. Located below are summaries of the top employers with over 2,000 employees in the Austin area. These are listed alphabetically and grouped by size as of year-end 2018.

**Greater Austin Major Employers**

<table>
<thead>
<tr>
<th>Employer</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apple</td>
<td>Computer maker's tech, chip engineering, &amp; admin support center (Americas Hdq.)</td>
</tr>
<tr>
<td>Austin School Independent District</td>
<td>Public education</td>
</tr>
<tr>
<td>City of Austin</td>
<td>Government</td>
</tr>
<tr>
<td>Dell Technologies</td>
<td>Computer technology solutions and equipment mfg./sales (Hdq.)</td>
</tr>
<tr>
<td>Federal Government</td>
<td>Government</td>
</tr>
<tr>
<td>IBM Corporation</td>
<td>Computer systems, hardware, software, &amp; chip R&amp;D</td>
</tr>
<tr>
<td>Samsung Austin Semiconductor</td>
<td>Semiconductor chip</td>
</tr>
<tr>
<td>Seton Healthcare Family</td>
<td>Healthcare (Hdq.)</td>
</tr>
<tr>
<td>St. David’s Healthcare Partnership</td>
<td>Healthcare (Hdq.)</td>
</tr>
<tr>
<td>State of Texas</td>
<td>Government</td>
</tr>
<tr>
<td>University of Texas at Austin</td>
<td>Higher education, public</td>
</tr>
<tr>
<td>Accenture</td>
<td>Management consulting &amp; software development center</td>
</tr>
<tr>
<td>Amazon</td>
<td>Online retailer's digital product dev. &amp; distribution center</td>
</tr>
<tr>
<td>Applied Materials</td>
<td>Semiconductor production equipment mfg.</td>
</tr>
<tr>
<td>AT&amp;T</td>
<td>Telecommunications (Hdq. of Texas ops.)</td>
</tr>
<tr>
<td>Austin Community College</td>
<td>Higher education, public</td>
</tr>
<tr>
<td>Flex</td>
<td>Contract electronics mfg. &amp; integrated supply chain services</td>
</tr>
<tr>
<td>Hays Consolidated School District</td>
<td>Public education</td>
</tr>
<tr>
<td>Keller Williams Realty</td>
<td>Residential real estate (Hdq.)</td>
</tr>
<tr>
<td>Leander Independent School District</td>
<td>Public education</td>
</tr>
<tr>
<td>National Instruments</td>
<td>Virtual instrumentation software &amp; hardware mfg. (Hdq.)</td>
</tr>
<tr>
<td>NXP Semiconductors</td>
<td>Semiconductor chip design &amp; mfg.</td>
</tr>
<tr>
<td>Pflugerville Independent School District</td>
<td>Public education</td>
</tr>
<tr>
<td>Round Rock Independent School District</td>
<td>Public education</td>
</tr>
<tr>
<td>Texas State University - San Marcos</td>
<td>Higher education, public</td>
</tr>
<tr>
<td>Travis County</td>
<td>Government</td>
</tr>
<tr>
<td>U.S. Internal Revenue Service</td>
<td>Government</td>
</tr>
<tr>
<td>Whole Foods Market</td>
<td>Grocery retailer (Hdq.)</td>
</tr>
</tbody>
</table>

Source: Greater Austin Chamber of Commerce, 2018
Austin is home to many large global, national, and regional companies. The 25 largest employers in Austin, as of Year End 2018, is listed below.

### Top 25 Private Employers

<table>
<thead>
<tr>
<th>Employer</th>
<th>Type of Business</th>
<th>Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-E-B</td>
<td>Texas-based grocery chain</td>
<td>13,756</td>
</tr>
<tr>
<td>Dell Technologies</td>
<td>Information technology, computers, software and related services</td>
<td>13,000</td>
</tr>
<tr>
<td>St. David’s Healthcare Partnership</td>
<td>Healthcare</td>
<td>10,309</td>
</tr>
<tr>
<td>Ascension Seton</td>
<td>Healthcare</td>
<td>9,947</td>
</tr>
<tr>
<td>Wal-Mart Stores Inc.</td>
<td>Discount retail stores for consumer goods and groceries</td>
<td>7,100</td>
</tr>
<tr>
<td>Apple Inc.</td>
<td>Technology, hardware, software, services</td>
<td>6,000</td>
</tr>
<tr>
<td>IBM Corp.</td>
<td>IT infrastructure, services, consulting, hardware/software, microelectronics, research</td>
<td>6,000</td>
</tr>
<tr>
<td>Amazon.com LLC</td>
<td>Online retailer with distribution center in San Marcos and office at the Domain</td>
<td>4,000</td>
</tr>
<tr>
<td>NXP</td>
<td>Semiconductor design and manufacturer of embedded processors</td>
<td>4,000</td>
</tr>
<tr>
<td>Samsung Austin Semiconductor LLC</td>
<td>Semiconductor design and manufacturing of logic components for digital devices, tablets, smartphones and other mobile platforms</td>
<td>3,762</td>
</tr>
<tr>
<td>AT&amp;T Inc.</td>
<td>Advanced IP-based business services, wireless high-speed internet access and voice services</td>
<td>2,800</td>
</tr>
<tr>
<td>General Motors IT Innovation Center</td>
<td>Creating the future of personality mobility with services like Onstar and Maven, and leadership in electric vehicles and self-driving technology</td>
<td>2,800</td>
</tr>
<tr>
<td>Whole Foods Market Inc.</td>
<td>Natural and organic foods grocer</td>
<td>2,687</td>
</tr>
<tr>
<td>Keller Williams Realty Int’l</td>
<td>Real Estate franchise serving Americas, Europe, Africa and Asia; offers training, coaching, technology and profit sharing</td>
<td>2,564</td>
</tr>
<tr>
<td>National Instruments Corp.</td>
<td>Empowers engineers and scientists with a software-defined platform that incorporates modular hardware and an expansive ecosystem</td>
<td>2,542</td>
</tr>
<tr>
<td>Accenture plc</td>
<td>Professional services company offering technology solutions in strategy, consulting, digital technology and operations</td>
<td>2,500</td>
</tr>
<tr>
<td>Oracle Corp.</td>
<td>Oracle cloud offers fully integrates stack of cloud applications and platform services including complete SaaS application suites, plus best-in-class database, PaaS and IaaS</td>
<td>2,500</td>
</tr>
<tr>
<td>Baylor Scott and White Health</td>
<td>Healthcare</td>
<td>2,400</td>
</tr>
<tr>
<td>Charles Schwab</td>
<td>Serves millions of individual investors who invest on their own, through a workplace retirement plan, or with the help of an independent financial advisor</td>
<td>2,400</td>
</tr>
<tr>
<td>Applied Materials, Inc.</td>
<td>Materials engineering for the semiconductor, advanced display and adjacent industries</td>
<td>2,100</td>
</tr>
<tr>
<td>The Progressive Group Insurance Cos.</td>
<td>Insurance for personal and commercial vehicles and homes</td>
<td>1,837</td>
</tr>
<tr>
<td>Austin Regional Clinic PA</td>
<td>Healthcare</td>
<td>1,781</td>
</tr>
<tr>
<td>Indeed</td>
<td>Job site; 200 million people visit Indeed each month, number one source of external hires for thousands of companies</td>
<td>1,753</td>
</tr>
<tr>
<td>AMD Inc.</td>
<td>Designs and integrates technology that powers intelligent devices, including computers, gaming consoles, immersive platforms and data centers</td>
<td>1,750</td>
</tr>
<tr>
<td>Homeaway</td>
<td>Vacation rental industry and booking beach houses, cabins and condos with more than two million places to stay in 190 countries.</td>
<td>1,700</td>
</tr>
</tbody>
</table>

Source: Austin Business Journal “2018 Book of Lists”
2010 brought the first signs of light to the U.S. economy which had been in a deep recession since mid-2008 with the apparent peaking of unemployment and started gradual reversal towards pre-recession levels. Austin experienced solid job growth from that time through 2018 according to a study by Angelou Economics.

The Texas economy in general and Austin in particular, has continued to outperform the U.S. economy through the end of 2018. Austin accounted for nearly 10% of the state’s new jobs. As of year-end 2018, the Austin MSA’s unemployment rate was approximately 2.7%. As shown in the chart on the right, the unemployment rate was down from 2017 for all areas of the Austin market area, as well as the U.S.

Below is a summary of non-farm payrolls by industry for 2015 through December 2018. The Austin MSA wage and salary employment is as follows:

As shown above, the Austin MSA gained jobs in all sectors surveyed. As of November 2018, Austin had a healthy average 3.3% increase in job growth over all sectors from November 2017.

Demography

The demographic composition and population of an area impacts demand for real estate products which, in turn, influence real property values. Most of the corporate limits of Austin are located within Travis County. After the 1990 Census, the Metropolitan Statistical Area (MSA) was changed to include Williamson County to the north, Hays County to the south, as well as Bastrop and Caldwell Counties. Demographic trends are analyzed using two sources: the 10-year U.S.
Census Data and the City of Austin Department of Planning. The table on the following page reflects historical changes and future projections in total population data for the region.

As shown on the following page, the Austin area population continues to grow at a healthy pace. The Austin MSA has been increasing in population by approximately 2.6% to 3% a year for the past six years and is projected to continue to grow at that rate. The population for the Austin MSA for the end of 2017 is 2,115,827 and is projected to be 2,306,857 by 2020. Since 2010, the death and birth rate have continued to rise. The number of international immigrants and domestic immigrants has stayed relatively steady for the past three years and makes up approximately 0.02% of the new population every year. Please refer to the grid on the following page.

### Components of Change

<table>
<thead>
<tr>
<th>Date</th>
<th>Population</th>
<th>% Change</th>
<th>Total Population Change</th>
<th>Births</th>
<th>Deaths</th>
<th>International Immigration</th>
<th>Net Domestic Migration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1990</td>
<td>846,227</td>
<td>1.73%</td>
<td>14,379</td>
<td>10,799</td>
<td>3,494</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1991</td>
<td>880,678</td>
<td>4.07%</td>
<td>34,451</td>
<td>14,551</td>
<td>4,606</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1992</td>
<td>912,833</td>
<td>3.65%</td>
<td>32,155</td>
<td>14,936</td>
<td>4,824</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1993</td>
<td>949,788</td>
<td>4.05%</td>
<td>36,955</td>
<td>15,054</td>
<td>5,162</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1994</td>
<td>988,925</td>
<td>4.12%</td>
<td>39,137</td>
<td>15,554</td>
<td>5,558</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1995</td>
<td>1,031,557</td>
<td>4.31%</td>
<td>42,632</td>
<td>15,858</td>
<td>5,382</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1996</td>
<td>1,073,037</td>
<td>4.02%</td>
<td>41,480</td>
<td>16,685</td>
<td>5,653</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1997</td>
<td>1,111,264</td>
<td>3.56%</td>
<td>38,227</td>
<td>17,703</td>
<td>5,601</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1998</td>
<td>1,155,579</td>
<td>3.99%</td>
<td>44,315</td>
<td>18,044</td>
<td>5,792</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1999</td>
<td>1,205,898</td>
<td>4.35%</td>
<td>50,319</td>
<td>18,158</td>
<td>5,691</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000</td>
<td>1,249,763</td>
<td>3.64%</td>
<td>43,865</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2001</td>
<td>1,321,316</td>
<td>5.73%</td>
<td>71,553</td>
<td>22,086</td>
<td>6,610</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2002</td>
<td>1,347,822</td>
<td>2.01%</td>
<td>26,506</td>
<td>22,518</td>
<td>6,567</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2003</td>
<td>1,376,030</td>
<td>2.09%</td>
<td>28,208</td>
<td>22,560</td>
<td>6,609</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2004</td>
<td>1,410,058</td>
<td>2.47%</td>
<td>34,028</td>
<td>23,284</td>
<td>6,980</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2005</td>
<td>1,453,358</td>
<td>3.07%</td>
<td>43,300</td>
<td>23,686</td>
<td>6,733</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2006</td>
<td>1,515,485</td>
<td>4.28%</td>
<td>62,127</td>
<td>24,481</td>
<td>7,281</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007</td>
<td>1,577,856</td>
<td>4.12%</td>
<td>62,371</td>
<td>25,680</td>
<td>7,345</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2008</td>
<td>1,633,870</td>
<td>3.55%</td>
<td>56,014</td>
<td>26,628</td>
<td>7,627</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2009</td>
<td>1,682,338</td>
<td>2.96%</td>
<td>48,468</td>
<td>26,750</td>
<td>8,079</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2010</td>
<td>1,716,289</td>
<td>2.02%</td>
<td>33,951</td>
<td>6,157</td>
<td>1,970</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>1,780,605</td>
<td>3.75%</td>
<td>64,316</td>
<td>25,240</td>
<td>8,316</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td>1,834,926</td>
<td>3.01%</td>
<td>54,321</td>
<td>24,839</td>
<td>8,433</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>1,883,901</td>
<td>2.67%</td>
<td>48,975</td>
<td>25,351</td>
<td>9,039</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td>1,943,409</td>
<td>3.12%</td>
<td>58,508</td>
<td>26,078</td>
<td>9,122</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td>2,002,591</td>
<td>3.01%</td>
<td>58,182</td>
<td>26,832</td>
<td>9,706</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>2,062,211</td>
<td>2.98%</td>
<td>59,620</td>
<td>26,749</td>
<td>10,059</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td>2,115,230</td>
<td>2.57%</td>
<td>53,019</td>
<td>26,641</td>
<td>10,815</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td>2,168,316</td>
<td>2.51%</td>
<td>53,086</td>
<td>26,707</td>
<td>11,025</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Source: The Real Estate Center
Environmental Attributes

The natural landscape of the area plays a significant role in real property value in most areas of Austin by providing many amenities as well as imposing potentially serious development constraints. Environmentally, Austin is located at the intersection of the Colorado River and the eastern edge of the Balcones Escarpment. The Escarpment is a geologic uplift that delineates the boundary between the Hill Country of the Edwards Plateau and the Blackland Prairie of the Gulf Coastal Plain. The Austin area is covered with numerous surface water features such as creeks, streams, and lakes as well as subsurface aquifers. Both surface waters and aquifers are delicately balanced as sources of drinking water as well as recreational areas. The South and North zones of the Edwards Aquifer bisect the area and are critical components in the water supply. Several other aquifers provide drinking water to areas east and west of the immediate Austin area. The preservation of water quality is a routine consideration in the regulation of local development and is frequently a highly contested issue. There are numerous ordinances and other restrictions which impact development in environmentally sensitive areas.

In addition to contributing to the quality of life that continues to draw new businesses and residents to Austin, the natural landscape also poses major development constraints in certain areas in the form of endangered species habitat. This habitat is a major issue locally because the area involved includes the majority of undeveloped land in the western portions of the MSA.

Overview of the Commercial and Residential Real Estate Markets

The following is a presentation of discussions of several of Austin's key commercial real estate markets including single-family, apartments, office, retail, and industrial. The focus of the analysis will be historical data published by local real estate brokerage companies, the City of Austin, and the Austin Board of Realtors.

Single-Family Residential Markets

The single-family home market in Austin has seen substantial growth both historically and in recent years, as values increased from an average home price of $82,013 in 1990 to $381,932 in 2018. Prior to the recession average home prices peaked at $246,038 in 2007. From a past recession low in 2010 through 2017, average sales prices for single family homes in Austin increased from $246,561 to $381,932, a growth of 55% over the past 96 months. The table on the following page is a summary of single family-home sales by year, mean and median prices, as well as the months of inventory.
<table>
<thead>
<tr>
<th>Date</th>
<th>Sales</th>
<th>Dollar Volume</th>
<th>Average Price</th>
<th>Median Price</th>
<th>Total Listings</th>
<th>Months Inventory</th>
</tr>
</thead>
<tbody>
<tr>
<td>1990</td>
<td>7,068</td>
<td>$579,669,083</td>
<td>$82,013</td>
<td>$72,252</td>
<td>4,412</td>
<td>6.5</td>
</tr>
<tr>
<td>1991</td>
<td>7,485</td>
<td>$661,674,435</td>
<td>$88,400</td>
<td>$75,865</td>
<td>3,552</td>
<td>4.6</td>
</tr>
<tr>
<td>1992</td>
<td>8,389</td>
<td>$832,936,284</td>
<td>$99,289</td>
<td>$82,929</td>
<td>3,020</td>
<td>3.6</td>
</tr>
<tr>
<td>1993</td>
<td>9,784</td>
<td>$1,076,687,995</td>
<td>$110,046</td>
<td>$90,949</td>
<td>2,860</td>
<td>3.2</td>
</tr>
<tr>
<td>1994</td>
<td>10,418</td>
<td>$1,207,051,547</td>
<td>$115,862</td>
<td>$95,158</td>
<td>3,645</td>
<td>3.9</td>
</tr>
<tr>
<td>1995</td>
<td>11,291</td>
<td>$1,369,678,517</td>
<td>$121,307</td>
<td>$100,025</td>
<td>3,778</td>
<td>3.8</td>
</tr>
<tr>
<td>1996</td>
<td>12,406</td>
<td>$1,596,046,324</td>
<td>$128,651</td>
<td>$107,884</td>
<td>5,126</td>
<td>4.9</td>
</tr>
<tr>
<td>1997</td>
<td>12,253</td>
<td>$1,689,013,906</td>
<td>$137,845</td>
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<td>1999</td>
<td>17,845</td>
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<td>$125,888</td>
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<tr>
<td>2000</td>
<td>18,321</td>
<td>$3,463,650,266</td>
<td>$189,054</td>
<td>$143,550</td>
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</tr>
<tr>
<td>2001</td>
<td>18,095</td>
<td>$3,460,875,038</td>
<td>$191,261</td>
<td>$149,611</td>
<td>6,500</td>
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</tr>
<tr>
<td>2002</td>
<td>18,414</td>
<td>$3,599,936,185</td>
<td>$195,500</td>
<td>$153,545</td>
<td>8,163</td>
<td>5.3</td>
</tr>
<tr>
<td>2003</td>
<td>19,469</td>
<td>$3,796,405,051</td>
<td>$194,997</td>
<td>$153,836</td>
<td>9,669</td>
<td>5.5</td>
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<tr>
<td>2004</td>
<td>22,193</td>
<td>$4,370,233,331</td>
<td>$196,919</td>
<td>$153,198</td>
<td>9,723</td>
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</tr>
<tr>
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<td>26,448</td>
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<td>$208,855</td>
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</tr>
<tr>
<td>2006</td>
<td>29,767</td>
<td>$6,815,921,279</td>
<td>$228,976</td>
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<td>8,028</td>
<td>2.9</td>
</tr>
<tr>
<td>2007</td>
<td>27,571</td>
<td>$6,783,518,944</td>
<td>$246,038</td>
<td>$183,292</td>
<td>9,163</td>
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<tr>
<td>2008</td>
<td>22,068</td>
<td>$5,369,952,456</td>
<td>$243,337</td>
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<td>10,911</td>
<td>5.1</td>
</tr>
<tr>
<td>2009</td>
<td>20,407</td>
<td>$4,830,082,305</td>
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<td>10,131</td>
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<td>$4,819,525,215</td>
<td>$246,561</td>
<td>$189,356</td>
<td>10,906</td>
<td>5.3</td>
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<tr>
<td>2011</td>
<td>21,067</td>
<td>$5,276,728,492</td>
<td>$250,474</td>
<td>$189,500</td>
<td>9,071</td>
<td>3.9</td>
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<tr>
<td>2012</td>
<td>25,227</td>
<td>$6,718,087,395</td>
<td>$266,305</td>
<td>$202,500</td>
<td>7,023</td>
<td>2.4</td>
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<tr>
<td>2013</td>
<td>29,985</td>
<td>$8,607,692,421</td>
<td>$287,067</td>
<td>$220,000</td>
<td>5,444</td>
<td>1.8</td>
</tr>
<tr>
<td>2014</td>
<td>30,168</td>
<td>$9,268,438,505</td>
<td>$307,227</td>
<td>$240,000</td>
<td>5,654</td>
<td>2</td>
</tr>
<tr>
<td>2015</td>
<td>31,454</td>
<td>$10,433,969,643</td>
<td>$331,722</td>
<td>$260,000</td>
<td>5,939</td>
<td>1.9</td>
</tr>
<tr>
<td>2016</td>
<td>32,713</td>
<td>$11,375,656,754</td>
<td>$347,741</td>
<td>$280,000</td>
<td>6,387</td>
<td>2</td>
</tr>
<tr>
<td>2017</td>
<td>333,947</td>
<td>$12,447,529,430</td>
<td>$366,675</td>
<td>$295,000</td>
<td>7,249</td>
<td>2.1</td>
</tr>
<tr>
<td>2018</td>
<td>34,435</td>
<td>$13,151,831,970</td>
<td>$381,932</td>
<td>$306,498</td>
<td>7,388</td>
<td>2.3</td>
</tr>
</tbody>
</table>

Source: The Real Estate Center

At the height of the housing downturn in 2010, there were 10,906 listings, 19,547 home sales and a 5.1 months’ supply of inventory. As of year-end 2013 it became a total sellers’ market with only 5,444 homes on the market and a 1.8 months’ supply. This trend continued through 2015 with 5,939 active listings and an a 1.9-months’ supply of inventory. In 2018, there were 7,388 active listings with a 2.3 months’ supply of inventory. Additionally, the total sales and total dollar amount of real estate transactions within the Austin MSA has been increasing every year since 2010.
The table below summarizes the distribution of resale residential home sales in the Austin area by price category for the period of 2011 through 2018. The numbers displayed in the grid are the percentage of overall sales in that category. This data covers only those sales listed within the Austin MLS which are typically resales, as builder direct sales are not included. Regardless this provides an accurate indication of the trends within the area.

### Resale Residential Home Sales Distribution

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $69,999</td>
<td>4.50</td>
<td>2.90</td>
<td>1.70</td>
<td>0.90</td>
<td>0.60</td>
<td>0.40</td>
<td>0.20</td>
<td>0.10</td>
</tr>
<tr>
<td>$70,000 - $99,999</td>
<td>6.50</td>
<td>5.30</td>
<td>3.30</td>
<td>1.90</td>
<td>1.10</td>
<td>0.80</td>
<td>0.50</td>
<td>0.30</td>
</tr>
<tr>
<td>$100,000 - $149,999</td>
<td>21.50</td>
<td>19.50</td>
<td>15.90</td>
<td>11.00</td>
<td>6.50</td>
<td>3.70</td>
<td>2.50</td>
<td>1.70</td>
</tr>
<tr>
<td>$150,000 - $199,999</td>
<td>20.90</td>
<td>21.30</td>
<td>22.20</td>
<td>22.10</td>
<td>19.50</td>
<td>15.30</td>
<td>11.20</td>
<td>7.80</td>
</tr>
<tr>
<td>$200,000 - $249,999</td>
<td>12.90</td>
<td>13.90</td>
<td>15.10</td>
<td>17.00</td>
<td>18.60</td>
<td>19.50</td>
<td>20.60</td>
<td>20.50</td>
</tr>
<tr>
<td>$250,000 - $299,999</td>
<td>10.00</td>
<td>10.30</td>
<td>10.90</td>
<td>12.20</td>
<td>14.30</td>
<td>15.70</td>
<td>16.50</td>
<td>17.50</td>
</tr>
<tr>
<td>$300,000 - $399,999</td>
<td>11.00</td>
<td>11.90</td>
<td>13.60</td>
<td>15.50</td>
<td>17.30</td>
<td>19.80</td>
<td>21.50</td>
<td>22.70</td>
</tr>
<tr>
<td>$400,000 - $499,999</td>
<td>5.10</td>
<td>6.30</td>
<td>7.50</td>
<td>8.20</td>
<td>9.20</td>
<td>10.40</td>
<td>11.30</td>
<td>12.10</td>
</tr>
<tr>
<td>$500,000 - $749,999</td>
<td>4.60</td>
<td>5.50</td>
<td>6.00</td>
<td>7.50</td>
<td>8.40</td>
<td>9.60</td>
<td>10.30</td>
<td>11.20</td>
</tr>
<tr>
<td>$750,000 - $999,999</td>
<td>1.50</td>
<td>1.60</td>
<td>1.80</td>
<td>1.80</td>
<td>2.20</td>
<td>2.60</td>
<td>2.70</td>
<td>3.10</td>
</tr>
<tr>
<td>$1,000,000 +</td>
<td>1.40</td>
<td>1.40</td>
<td>1.80</td>
<td>1.90</td>
<td>2.20</td>
<td>2.20</td>
<td>2.60</td>
<td>2.90</td>
</tr>
</tbody>
</table>

Source: The Real Estate Center

As illustrated by the above table, the majority of home sales in 2018 were in the $200,000 to $400,000 range. The percentage of home sales in all the upper price ranges were up from the previous year with all the lower price ranges having fewer sales.
We relied on Moody’s for the most recent information regarding the Austin apartment market. The most recent year-end data is from 2018. The following summarizes the Austin area conventional apartment market.

<table>
<thead>
<tr>
<th>Year</th>
<th>Qtr</th>
<th>Inventory SF/Units</th>
<th>Completions</th>
<th>Inventory Growth%</th>
<th>Vacant Stock</th>
<th>Vacancy Rate</th>
<th>Vacancy Change(BPS)</th>
<th>Occupied Stock</th>
<th>Net Absorption</th>
<th>Asking Rent</th>
<th>Ask Rent % Chg</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>Y</td>
<td>169,025</td>
<td>4,740</td>
<td>2.9%</td>
<td>7,638</td>
<td>4.5%</td>
<td>10</td>
<td>161,387</td>
<td>4,282</td>
<td>$981</td>
<td>4.2%</td>
</tr>
<tr>
<td>2014</td>
<td>Y</td>
<td>177,320</td>
<td>8,295</td>
<td>4.9%</td>
<td>9,364</td>
<td>5.3%</td>
<td>80</td>
<td>167,956</td>
<td>6,569</td>
<td>$1,025</td>
<td>4.4%</td>
</tr>
<tr>
<td>2015</td>
<td>Y</td>
<td>184,950</td>
<td>8,134</td>
<td>4.3%</td>
<td>9,909</td>
<td>5.4%</td>
<td>10</td>
<td>175,041</td>
<td>7,085</td>
<td>$1,090</td>
<td>6.4%</td>
</tr>
<tr>
<td>2016</td>
<td>Y</td>
<td>192,695</td>
<td>7,745</td>
<td>4.2%</td>
<td>9,978</td>
<td>5.2%</td>
<td>-20</td>
<td>182,717</td>
<td>7,676</td>
<td>$1,116</td>
<td>2.4%</td>
</tr>
<tr>
<td>2017</td>
<td>Q1</td>
<td>194,338</td>
<td>1,643</td>
<td>0.9%</td>
<td>10,547</td>
<td>5.4%</td>
<td>20</td>
<td>183,791</td>
<td>1,074</td>
<td>$1,129</td>
<td>1.2%</td>
</tr>
<tr>
<td>2017</td>
<td>Q2</td>
<td>196,191</td>
<td>1,853</td>
<td>1.0%</td>
<td>10,652</td>
<td>5.4%</td>
<td>0</td>
<td>185,539</td>
<td>1,748</td>
<td>$1,148</td>
<td>1.7%</td>
</tr>
<tr>
<td>2017</td>
<td>Q3</td>
<td>198,196</td>
<td>2,005</td>
<td>1.0%</td>
<td>11,226</td>
<td>5.7%</td>
<td>30</td>
<td>186,970</td>
<td>1,431</td>
<td>$1,173</td>
<td>2.2%</td>
</tr>
<tr>
<td>2017</td>
<td>Q4</td>
<td>200,357</td>
<td>2,161</td>
<td>1.1%</td>
<td>12,042</td>
<td>6.0%</td>
<td>30</td>
<td>188,315</td>
<td>1,345</td>
<td>$1,176</td>
<td>0.2%</td>
</tr>
<tr>
<td>2017</td>
<td>Y</td>
<td>200,357</td>
<td>7,862</td>
<td>4.0%</td>
<td>12,042</td>
<td>6.0%</td>
<td>80</td>
<td>188,315</td>
<td>5,598</td>
<td>$1,176</td>
<td>5.4%</td>
</tr>
<tr>
<td>2018</td>
<td>Q1</td>
<td>202,976</td>
<td>2,650</td>
<td>1.3%</td>
<td>12,998</td>
<td>6.4%</td>
<td>40</td>
<td>189,978</td>
<td>1,663</td>
<td>$1,184</td>
<td>0.7%</td>
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<tr>
<td>2018</td>
<td>Q2</td>
<td>205,252</td>
<td>2,276</td>
<td>1.1%</td>
<td>12,898</td>
<td>6.3%</td>
<td>-10</td>
<td>192,354</td>
<td>2,376</td>
<td>$1,202</td>
<td>1.6%</td>
</tr>
<tr>
<td>2018</td>
<td>Q3</td>
<td>206,480</td>
<td>1,228</td>
<td>0.6%</td>
<td>12,255</td>
<td>5.9%</td>
<td>-40</td>
<td>194,225</td>
<td>1,871</td>
<td>$1,223</td>
<td>1.7%</td>
</tr>
<tr>
<td>2018</td>
<td>Q4</td>
<td>207,420</td>
<td>940</td>
<td>0.5%</td>
<td>12,316</td>
<td>5.9%</td>
<td>0</td>
<td>195,104</td>
<td>879</td>
<td>$1,228</td>
<td>0.5%</td>
</tr>
<tr>
<td>2018</td>
<td>Y</td>
<td>207,420</td>
<td>7,094</td>
<td>3.5%</td>
<td>12,316</td>
<td>5.9%</td>
<td>-10</td>
<td>195,104</td>
<td>6,789</td>
<td>$1,228</td>
<td>4.4%</td>
</tr>
</tbody>
</table>

Source: Moody’s Economy.com

The average Class A monthly rent increased to $1,390. This is an increase of 4.04% since year-end 2017. The average Class A occupancy rate is 93.0%; generally similar to the mean over the past 10 years (93.15%). The table below shows Austin’s Class-A average vacancy rates and rental rates for all submarkets.
From 2003 to 2005, the annual net number of new units coming online declined steadily. The catalysts for the construction of apartment projects in Austin included an extremely tight housing market, coupled with several years of strong local employment growth. Additionally, Austin regained its favor with the investment and capital communities resulting in financing and mortgage opportunities that had not been available. The number of new units added increased slightly in 2006 and 2007. Then in 2009 the number of units added per year more than doubled the units added in the prior year. In 2014, the number of added apartments in Austin was the most since 2009, followed closely by the number of units added in 2015.
In 2015, Austin saw the greatest amount of absorption (7,394 units) over the past 13 years. The absorption for the most recent two years was 6,258 units and 6,449 units, respectively. Many of the projects constructed over the last 10 years have been luxury-style properties that included significant amenity packages. As Austin’s job growth strengthens the local apartment market also strengthens. Demand for apartment units has been stronger as a result of sub-prime interest rate problems, foreclosures, higher home prices, and tighter credit for first time home buyers. The number of conventional apartment units under construction as of the end of 2018 was 6,854.

Office Market

CoStar surveys local market conditions quarterly. The survey includes buildings which are not entirely owner-occupied and are 20,000 square feet or larger. These buildings cover a wide spectrum of locations and product types. Although there are no “set” criteria for classifying office buildings in the Austin area, most real estate professionals describe buildings as being Class A, B, or C. The components which are generally agreed upon as being important are construction quality and materials, age, access/visibility, and surrounding properties. As a result of the numerous factors and lack of specific criteria, building classification is a gray area and can be interpreted differently by different people. Nonetheless, with common sense, most parties active in the market conclude to the same classification. CoStar defines the various office “classes” as follows:

**Class A:** A classification used to describe buildings that generally qualify as extremely desirable investment-grade properties and command the highest rents or sale prices compared to other buildings in the same market. Such buildings are well located and provide efficient tenant layouts as well as high quality, and in some buildings, one-of-a-kind floor plans. They can be an architectural or historical landmark designed by prominent architects. These buildings contain a modern mechanical system, and have above-average maintenance and management as well as the best quality materials and workmanship in their trim and interior fittings. They are generally the most attractive and eagerly sought by investors willing to pay a premium for quality.

**Class B:** A classification used to describe buildings that generally qualify as a more speculative investments, and as such, command lower rents or sale prices compared to Class A properties. Such buildings offer utilitarian space without special attractions, and have ordinary design, if new or fairly new; good to excellent design if an older non-landmark buildings. These buildings typically have average to good maintenance, management and tenants. They are less appealing to tenants than Class A properties, and may be deficient in a number of respects including floor plans, condition and facilities. They lack prestige and must depend chiefly on a lower price to attract tenants and investors.

**Class C:** A classification used to describe buildings that generally qualify as no-frills, older buildings that offer basic space and command lower rents or sale prices compared to other buildings in the same market. Such buildings typically have below-average maintenance and management, and could have mixed or low tenant prestige, inferior elevators, and/or mechanical/electrical systems. These buildings lack prestige and must depend chiefly on a lower price to attract tenants and investors.
According to CoStar, the following is a market summary showing existing inventory, vacant square feet, vacancy percentage, absorption, deliveries, projects under construction, and quoted gross rental rates by sector as well as citywide totals, as of year-end 2018.

### Total Office Market Statistics – Year-End 2018

<table>
<thead>
<tr>
<th>Market</th>
<th>Existing Inventory</th>
<th>Vacancy</th>
<th>YTD Net Absorption</th>
<th>YTD Deliveries</th>
<th>Under Const SF</th>
<th>Quoted Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td># Bldg</td>
<td>Total RBA</td>
<td>Direct SF</td>
<td>Total SF</td>
<td>Vac %</td>
<td>(SF)</td>
</tr>
<tr>
<td>Bastrop Coun</td>
<td>107</td>
<td>519,681</td>
<td>30,310</td>
<td>30,310</td>
<td>5.3%</td>
<td>(4,629)</td>
</tr>
<tr>
<td>Caldwell Coun</td>
<td>34</td>
<td>1,286,985</td>
<td>10,744</td>
<td>10,744</td>
<td>8.3%</td>
<td>2,276</td>
</tr>
<tr>
<td>CBD</td>
<td>475</td>
<td>16,818,735</td>
<td>783,573</td>
<td>823,680</td>
<td>4.8%</td>
<td>742,713</td>
</tr>
<tr>
<td>Central</td>
<td>218</td>
<td>1,998,986</td>
<td>239,778</td>
<td>239,778</td>
<td>12.0%</td>
<td>47,323</td>
</tr>
<tr>
<td>Central</td>
<td>409</td>
<td>6,259,694</td>
<td>519,659</td>
<td>574,540</td>
<td>9.2%</td>
<td>(71,799)</td>
</tr>
<tr>
<td>East</td>
<td>313</td>
<td>5,070,347</td>
<td>456,752</td>
<td>459,622</td>
<td>9.1%</td>
<td>1,207,416</td>
</tr>
<tr>
<td>Far Northeast</td>
<td>15</td>
<td>671,850</td>
<td>63,015</td>
<td>63,515</td>
<td>9.5%</td>
<td>(30,352)</td>
</tr>
<tr>
<td>Far Northwest</td>
<td>199</td>
<td>4,630,681</td>
<td>240,983</td>
<td>300,129</td>
<td>6.4%</td>
<td>23,879</td>
</tr>
<tr>
<td>Georgetown</td>
<td>310</td>
<td>2,084,827</td>
<td>115,112</td>
<td>115,112</td>
<td>5.5%</td>
<td>3,990</td>
</tr>
<tr>
<td>Hays County</td>
<td>329</td>
<td>2,506,456</td>
<td>175,871</td>
<td>177,471</td>
<td>7.1%</td>
<td>46,900</td>
</tr>
<tr>
<td>NorthDomain</td>
<td>209</td>
<td>9,302,182</td>
<td>472,193</td>
<td>515,313</td>
<td>5.7%</td>
<td>523,736</td>
</tr>
<tr>
<td>Northeast</td>
<td>123</td>
<td>4,775,673</td>
<td>506,431</td>
<td>506,712</td>
<td>11.7%</td>
<td>(109,241)</td>
</tr>
<tr>
<td>Northwest</td>
<td>464</td>
<td>18,095,361</td>
<td>1,086,247</td>
<td>1,089,775</td>
<td>8.1%</td>
<td>(106,436)</td>
</tr>
<tr>
<td>Round Rock</td>
<td>438</td>
<td>8,114,365</td>
<td>287,567</td>
<td>296,602</td>
<td>4.3%</td>
<td>181,952</td>
</tr>
<tr>
<td>South</td>
<td>466</td>
<td>5,478,277</td>
<td>249,718</td>
<td>268,831</td>
<td>4.8%</td>
<td>92,404</td>
</tr>
<tr>
<td>Southeast</td>
<td>100</td>
<td>5,316,498</td>
<td>636,913</td>
<td>642,283</td>
<td>12.1%</td>
<td>356,139</td>
</tr>
<tr>
<td>Southwest</td>
<td>565</td>
<td>15,203,812</td>
<td>1,727,512</td>
<td>1,998,890</td>
<td>9.9%</td>
<td>175,607</td>
</tr>
<tr>
<td>West Central</td>
<td>225</td>
<td>2,288,754</td>
<td>92,526</td>
<td>97,773</td>
<td>4.3%</td>
<td>41,254</td>
</tr>
</tbody>
</table>

| Totals          | 5,065  | 107,833,624| 7,525,058| 8,251,075| 7.7%  | 3,973,142 | 3,178,951 | 4,224,781 | 0     | 0      | 0     | $34.45  |

*Source: CoStar Property*

Over the past year, about two thirds of the Austin MSA submarkets saw positive absorption. The Central Business District had the highest net absorption rate of 742,713 net square feet of occupied space. Overall, the office market had a positive net absorption of 3,073,142 square feet in 2018. Net absorption was up from 2017, in which 2,364,220 square feet was absorbed. 2018 absorption rates are still strongly above the 2010 and 2011 post recession absorption of 880,772 and 821,772, which is when the market was beginning to recover from the downturn of 2008/2009. During 2018, 3,178,851 square feet of new office space was completed and there was another 4,224,871 square feet of space under construction.

The average quoted rate (full service) of all properties was $34.45 per square foot. The average Class-A quoted rate was $39.08 per square foot at year-end 2018, while Class-B rates stood at $30.29 per square foot, and Class-C rates at $25.97 per square foot. The average quoted asking rental rate in Austin’s CBD for all properties was $47.92 per square foot at year-end 2018 which represents the highest rental rates of all sectors, as to be expected.

According to the CoStar Office Report, the citywide vacancy rate slightly increases from 7.5% at year-end 2017 to a rate of 7.7% at year-end 2018.
Retail Market

CoStar Group conducts a semi-annual retail survey of the Austin market. CoStar data includes Austin, Round Rock and Cedar Park area retail centers of at least 50,000 square feet.

The following table shows the existing inventory, vacancy rates, absorption, year-to-date deliveries, under construction square footages, and quoted triple net rental rates.

### Total Retail Market Statistics – Year-End 2018

<table>
<thead>
<tr>
<th>Market</th>
<th>Existing Inventory</th>
<th>Vacancy</th>
<th>YTD Net Absorption</th>
<th>YTD Deliveries</th>
<th>Under Const SF</th>
<th>Quoted Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td># Bids</td>
<td>Total GLA</td>
<td>Direct SF</td>
<td>Total SF</td>
<td>Vac %</td>
<td>1Q</td>
<td>2Q</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------</td>
<td>----------</td>
<td>------------</td>
<td>------</td>
<td>----</td>
<td>----</td>
</tr>
<tr>
<td>Bastrop County</td>
<td>470</td>
<td>3,661,439</td>
<td>142,644</td>
<td>142,644</td>
<td>3.3%</td>
<td>3,019</td>
</tr>
<tr>
<td>Caldwell County</td>
<td>162</td>
<td>369,200</td>
<td>37,451</td>
<td>37,451</td>
<td>3.3%</td>
<td>61</td>
</tr>
<tr>
<td>CBD</td>
<td>363</td>
<td>3,001,972</td>
<td>81,298</td>
<td>86,108</td>
<td>2.8%</td>
<td>(63)</td>
</tr>
<tr>
<td>Cedar Park</td>
<td>536</td>
<td>9,309,050</td>
<td>233,435</td>
<td>305,435</td>
<td>3.3%</td>
<td>136,925</td>
</tr>
<tr>
<td>Central</td>
<td>946</td>
<td>9,232,695</td>
<td>472,362</td>
<td>481,610</td>
<td>5.2%</td>
<td>49,663</td>
</tr>
<tr>
<td>East</td>
<td>727</td>
<td>5,396,344</td>
<td>203,096</td>
<td>205,516</td>
<td>4.0%</td>
<td>(21,795)</td>
</tr>
<tr>
<td>Far Northeast</td>
<td>666</td>
<td>4,293,349</td>
<td>174,395</td>
<td>178,105</td>
<td>4.8%</td>
<td>546,553</td>
</tr>
<tr>
<td>Far Northwest</td>
<td>313</td>
<td>4,520,784</td>
<td>181,529</td>
<td>186,258</td>
<td>4.8%</td>
<td>128,204</td>
</tr>
<tr>
<td>Georgetown</td>
<td>784</td>
<td>7,903,264</td>
<td>300,745</td>
<td>304,945</td>
<td>3.3%</td>
<td>171,811</td>
</tr>
<tr>
<td>Hays County</td>
<td>983</td>
<td>10,914,587</td>
<td>386,057</td>
<td>330,503</td>
<td>3.0%</td>
<td>200,316</td>
</tr>
<tr>
<td>North/Domain</td>
<td>564</td>
<td>8,743,335</td>
<td>247,374</td>
<td>261,374</td>
<td>3.2%</td>
<td>(7,591)</td>
</tr>
<tr>
<td>Northeast</td>
<td>211</td>
<td>3,367,594</td>
<td>252,195</td>
<td>274,049</td>
<td>8.3%</td>
<td>(61,602)</td>
</tr>
<tr>
<td>Northwest</td>
<td>290</td>
<td>5,979,679</td>
<td>135,905</td>
<td>139,329</td>
<td>2.3%</td>
<td>77,420</td>
</tr>
<tr>
<td>Round Rock</td>
<td>632</td>
<td>6,441,429</td>
<td>500,772</td>
<td>527,606</td>
<td>6.5%</td>
<td>92,365</td>
</tr>
<tr>
<td>South</td>
<td>1,176</td>
<td>13,040,253</td>
<td>435,131</td>
<td>441,359</td>
<td>3.4%</td>
<td>(76,749)</td>
</tr>
<tr>
<td>Southeast</td>
<td>332</td>
<td>3,425,956</td>
<td>59,145</td>
<td>62,230</td>
<td>1.8%</td>
<td>355,313</td>
</tr>
<tr>
<td>Southwest</td>
<td>591</td>
<td>9,697,221</td>
<td>456,563</td>
<td>456,563</td>
<td>4.7%</td>
<td>(136,678)</td>
</tr>
<tr>
<td>West Central</td>
<td>243</td>
<td>1,328,612</td>
<td>26,321</td>
<td>26,321</td>
<td>2.0%</td>
<td>(12,233)</td>
</tr>
</tbody>
</table>

As of year-end 2018, there was 4,447,206 square feet of vacant retail space, or 3.9% of the total 112,728,305 square feet surveyed. The net absorption of retail space for 2018 was 1,448,371 square feet. Additionally, 1,803,174 square feet of new retail space was delivered, and an additional 772,021 square feet of space was under construction at year-end 2018. The average quoted rental rate (triple net) as of year-end 2018 was $21.95 per square foot. These rental rates are generally up from the year-end 2016 average of $21.86 per square foot. The highest average quoted rate was the west central area of the Austin MSA at $35.62 per square foot. Within the Austin MSA, the Caldwell County submarket had the lowest quoted average rate in Austin of $11.79 per square foot.
Industrial Market

The following table summarizes vacancy rates and new additions to supply and average rental rates for year-end 2017 for the industrial market, as surveyed by CoStar.

### Total Industrial Market Statistics – Year-End 2018

<table>
<thead>
<tr>
<th>Market</th>
<th>Existing Inventory</th>
<th>Vacancy</th>
<th>YTD Net Absorption</th>
<th>YTD Deliveries</th>
<th>Under Const SF</th>
<th>Quoted Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td> </td>
<td># Blds</td>
<td>Total RBA</td>
<td>Direct SF</td>
<td>Total SF</td>
<td>Vac %</td>
<td>Delivered SF</td>
</tr>
<tr>
<td>Bastrop County Ind</td>
<td>83</td>
<td>1,052,585</td>
<td>119,676</td>
<td>119,676</td>
<td>11.4%</td>
<td>23,162</td>
</tr>
<tr>
<td>Caldwell County Ind</td>
<td>44</td>
<td>557,509</td>
<td>3,340</td>
<td>3,340</td>
<td>0.6%</td>
<td>36,085</td>
</tr>
<tr>
<td>CBD Ind</td>
<td>14</td>
<td>133,063</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>6,959</td>
</tr>
<tr>
<td>Cedar Park Ind</td>
<td>144</td>
<td>3,093,273</td>
<td>401,121</td>
<td>401,121</td>
<td>12.3%</td>
<td>101,353</td>
</tr>
<tr>
<td>Central Ind</td>
<td>140</td>
<td>2,104,207</td>
<td>89,023</td>
<td>95,623</td>
<td>4.5%</td>
<td>(5,999)</td>
</tr>
<tr>
<td>East Ind</td>
<td>390</td>
<td>7,170,750</td>
<td>280,783</td>
<td>205,223</td>
<td>4.3%</td>
<td>106,741</td>
</tr>
<tr>
<td>Far Northeast Ind</td>
<td>203</td>
<td>5,655,066</td>
<td>226,500</td>
<td>229,800</td>
<td>4.1%</td>
<td>201,139</td>
</tr>
<tr>
<td>Far Northwest Ind</td>
<td>103</td>
<td>1,428,229</td>
<td>42,075</td>
<td>42,075</td>
<td>2.9%</td>
<td>28,059</td>
</tr>
<tr>
<td>Georgetown Ind</td>
<td>431</td>
<td>5,416,157</td>
<td>445,251</td>
<td>447,051</td>
<td>8.2%</td>
<td>68,714</td>
</tr>
<tr>
<td>Hays County Ind</td>
<td>488</td>
<td>8,353,606</td>
<td>603,640</td>
<td>616,240</td>
<td>7.4%</td>
<td>91,762</td>
</tr>
<tr>
<td>North Ind</td>
<td>701</td>
<td>10,223,859</td>
<td>1,065,615</td>
<td>1,130,506</td>
<td>6.2%</td>
<td>531,393</td>
</tr>
<tr>
<td>Northeast Ind</td>
<td>310</td>
<td>14,768,287</td>
<td>775,145</td>
<td>865,099</td>
<td>5.9%</td>
<td>117,524</td>
</tr>
<tr>
<td>Northwest Ind</td>
<td>56</td>
<td>3,701,344</td>
<td>98,250</td>
<td>98,250</td>
<td>2.2%</td>
<td>18,781</td>
</tr>
<tr>
<td>Round Rock Ind</td>
<td>286</td>
<td>5,274,062</td>
<td>393,720</td>
<td>401,181</td>
<td>7.7%</td>
<td>39,462</td>
</tr>
<tr>
<td>South Ind</td>
<td>305</td>
<td>4,311,207</td>
<td>151,707</td>
<td>226,214</td>
<td>5.3%</td>
<td>(54,689)</td>
</tr>
<tr>
<td>Southeast Ind</td>
<td>381</td>
<td>16,218,200</td>
<td>1,337,937</td>
<td>1,497,189</td>
<td>9.2%</td>
<td>977,385</td>
</tr>
<tr>
<td>Southwest Ind</td>
<td>171</td>
<td>4,119,917</td>
<td>90,339</td>
<td>90,339</td>
<td>2.2%</td>
<td>31,782</td>
</tr>
<tr>
<td>West Central Ind</td>
<td>14</td>
<td>16,417</td>
<td>4,750</td>
<td>4,750</td>
<td>4.1%</td>
<td>(4,750)</td>
</tr>
<tr>
<td>Totals</td>
<td>4,334</td>
<td>101,720,118</td>
<td>6,168,072</td>
<td>6,560,516</td>
<td>6.4%</td>
<td>2,314,621</td>
</tr>
</tbody>
</table>

CoStar conducts a quality survey of industrial market conditions. According to CoStar, there was a net of 2,314,621 square feet of industrial space absorbed in 2018. This was significantly higher from the 234,523 square feet of industrial space absorbed in 2017. The greatest net absorption occurred in the Southeast Industrial submarket of the Austin MSA and accounted for 977,385 square feet of absorption. Cedar Park has the highest vacancy rate at 12.9% and the Central Business District has the lowest at 0%. A total of 1,980,131 square feet of industrial space was delivered into the market in 2018, while 1,970,924 square feet was under construction at year-end. The quoted rate for the industrial market is $10.47 with the Northwest industrial section of the Austin MSA having the highest rate at $15.94.
The following tables summarize the Industrial Flex Markets and Warehouse Markets for year-end 2018.

### Flex Market Statistics - Year-End 2018

<table>
<thead>
<tr>
<th>Market</th>
<th>Existing Inventory</th>
<th>Vacancy</th>
<th>YTD Net Absorption</th>
<th>YTD Deliveries</th>
<th>Under Const SF</th>
<th>Quoted Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bastrop County Ind</td>
<td>6</td>
<td>92,165</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$17.67</td>
</tr>
<tr>
<td>Caldwell County Ind</td>
<td>3</td>
<td>65,850</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>CBD Ind</td>
<td>2</td>
<td>20,667</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Cedar Park Ind</td>
<td>52</td>
<td>1,697,601</td>
<td>253,452</td>
<td>253,452</td>
<td>14.8%</td>
<td>0</td>
</tr>
<tr>
<td>Central Ind</td>
<td>32</td>
<td>623,760</td>
<td>59,510</td>
<td>59,510</td>
<td>9.5%</td>
<td>0</td>
</tr>
<tr>
<td>East Ind</td>
<td>24</td>
<td>1,254,325</td>
<td>20,001</td>
<td>20,001</td>
<td>1.6%</td>
<td>0</td>
</tr>
<tr>
<td>Far Northeast Ind</td>
<td>30</td>
<td>574,800</td>
<td>44,967</td>
<td>44,967</td>
<td>7.6%</td>
<td>0</td>
</tr>
<tr>
<td>Far Northwest Ind</td>
<td>12</td>
<td>249,571</td>
<td>13,750</td>
<td>13,750</td>
<td>5.5%</td>
<td>0</td>
</tr>
<tr>
<td>Grueneburg Ind</td>
<td>55</td>
<td>635,220</td>
<td>23,661</td>
<td>23,661</td>
<td>3.7%</td>
<td>0</td>
</tr>
<tr>
<td>Hays County Ind</td>
<td>57</td>
<td>628,764</td>
<td>132,394</td>
<td>132,394</td>
<td>21.0%</td>
<td>0</td>
</tr>
<tr>
<td>North Ind</td>
<td>98</td>
<td>4,120,349</td>
<td>371,176</td>
<td>401,367</td>
<td>9.7%</td>
<td>12,642</td>
</tr>
<tr>
<td>Northeast Ind</td>
<td>84</td>
<td>4,373,739</td>
<td>408,249</td>
<td>478,602</td>
<td>10.8%</td>
<td>7,672</td>
</tr>
<tr>
<td>Northwest Ind</td>
<td>15</td>
<td>1,445,740</td>
<td>18,600</td>
<td>18,600</td>
<td>1.2%</td>
<td>14,359</td>
</tr>
<tr>
<td>Round Rock Ind</td>
<td>43</td>
<td>721,987</td>
<td>58,462</td>
<td>64,098</td>
<td>8.0%</td>
<td>(51,443)</td>
</tr>
<tr>
<td>South Ind</td>
<td>32</td>
<td>595,251</td>
<td>9,080</td>
<td>45,587</td>
<td>7.7%</td>
<td>(12,995)</td>
</tr>
<tr>
<td>Southeast Ind</td>
<td>85</td>
<td>4,352,411</td>
<td>441,224</td>
<td>483,332</td>
<td>9.6%</td>
<td>191,217</td>
</tr>
<tr>
<td>Southwest Ind</td>
<td>42</td>
<td>525,964</td>
<td>57,879</td>
<td>57,879</td>
<td>11.0%</td>
<td>18,460</td>
</tr>
<tr>
<td>West Central Ind</td>
<td>7</td>
<td>6,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>674</strong></td>
<td><strong>21,950,643</strong></td>
<td><strong>1,883,465</strong></td>
<td><strong>2,033,240</strong></td>
<td><strong>9.2%</strong></td>
<td><strong>565,753</strong></td>
</tr>
</tbody>
</table>

### Warehouse Market Statistics - Year-End 2018

<table>
<thead>
<tr>
<th>Market</th>
<th>Existing Inventory</th>
<th>Vacancy</th>
<th>YTD Net Absorption</th>
<th>YTD Deliveries</th>
<th>Under Const SF</th>
<th>Quoted Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bastrop County Ind</td>
<td>77</td>
<td>960,220</td>
<td>119,876</td>
<td>119,876</td>
<td>12.5%</td>
<td>0</td>
</tr>
<tr>
<td>Caldwell County Ind</td>
<td>41</td>
<td>491,959</td>
<td>3,340</td>
<td>3,340</td>
<td>0.7%</td>
<td>0</td>
</tr>
<tr>
<td>CBD Ind</td>
<td>11</td>
<td>112,436</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Cedar Park Ind</td>
<td>92</td>
<td>1,401,472</td>
<td>147,689</td>
<td>147,689</td>
<td>10.5%</td>
<td>0</td>
</tr>
<tr>
<td>Central Ind</td>
<td>108</td>
<td>1,474,417</td>
<td>28,423</td>
<td>36,093</td>
<td>2.4%</td>
<td>5,432</td>
</tr>
<tr>
<td>East Ind</td>
<td>356</td>
<td>5,316,425</td>
<td>260,902</td>
<td>275,142</td>
<td>4.7%</td>
<td>103,433</td>
</tr>
<tr>
<td>Far Northeast Ind</td>
<td>253</td>
<td>5,609,976</td>
<td>18,139</td>
<td>184,893</td>
<td>3.6%</td>
<td>52,962</td>
</tr>
<tr>
<td>Far Northwest Ind</td>
<td>91</td>
<td>1,078,638</td>
<td>28,325</td>
<td>28,325</td>
<td>2.4%</td>
<td>2,575</td>
</tr>
<tr>
<td>Grueneburg Ind</td>
<td>376</td>
<td>4,760,337</td>
<td>421,970</td>
<td>453,370</td>
<td>8.3%</td>
<td>76,683</td>
</tr>
<tr>
<td>Hays County Ind</td>
<td>431</td>
<td>7,724,143</td>
<td>471,246</td>
<td>495,846</td>
<td>6.3%</td>
<td>136,716</td>
</tr>
<tr>
<td>North Ind</td>
<td>603</td>
<td>14,109,510</td>
<td>694,439</td>
<td>728,139</td>
<td>5.2%</td>
<td>409,661</td>
</tr>
<tr>
<td>Northeast Ind</td>
<td>226</td>
<td>10,284,548</td>
<td>365,896</td>
<td>388,407</td>
<td>3.7%</td>
<td>46,852</td>
</tr>
<tr>
<td>Northwest Ind</td>
<td>41</td>
<td>2,255,604</td>
<td>78,659</td>
<td>78,659</td>
<td>3.5%</td>
<td>4,422</td>
</tr>
<tr>
<td>Round Rock Ind</td>
<td>243</td>
<td>4,552,027</td>
<td>335,259</td>
<td>340,003</td>
<td>7.5%</td>
<td>90,925</td>
</tr>
<tr>
<td>South Ind</td>
<td>273</td>
<td>3,715,956</td>
<td>182,627</td>
<td>182,627</td>
<td>4.8%</td>
<td>(41,694)</td>
</tr>
<tr>
<td>Southeast Ind</td>
<td>296</td>
<td>10,695,769</td>
<td>926,713</td>
<td>1,067,806</td>
<td>9.0%</td>
<td>706,168</td>
</tr>
<tr>
<td>Southwest Ind</td>
<td>129</td>
<td>3,593,953</td>
<td>32,460</td>
<td>32,460</td>
<td>0.8%</td>
<td>10,322</td>
</tr>
<tr>
<td>West Central Ind</td>
<td>13</td>
<td>119,417</td>
<td>4,750</td>
<td>4,750</td>
<td>4.3%</td>
<td>4,750</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>3,660</strong></td>
<td><strong>73,723,475</strong></td>
<td><strong>4,284,607</strong></td>
<td><strong>4,527,276</strong></td>
<td><strong>5.7%</strong></td>
<td><strong>1,744,868</strong></td>
</tr>
</tbody>
</table>

According to CoStar, the average vacancy as of year-end 2018 for the flex market was 9.20% and 5.7% for the warehouse market. Hays County had the highest vacancy percentage for the flex market at 21.0% and Bastrop County had the highest vacancy percentage for the warehouse
market at 12.5%. The flex market had positive net absorption of 569,753 and the warehouse market had positive net absorption of 1,744,868. For 2018, the flex market delivered 288,130 square feet and the warehouse market delivered 1,692,001 square feet. The flex market had 551,024 square feet under construction whereas the warehouse market had 1,419,900 square feet under construction. The average quotes rate for all markets was $10.48 in 2017. The flex markets’ quoted rate increased to $12.92 while the warehouse markets’ quoted rate decreased to $9.29 for year-end 2018.

Conclusion

The Austin-San Marcos MSA, located along the IH-35 corridor, continues to grow in population and jobs. Much of the growth in the MSA is taking place outside and on the outskirts of Austin. The area is dominated by high-tech industries, which has helped to bring higher salaries to the area. However, as with other parts of the country, these high paying jobs are shrinking relative to the whole.

During the previous years, real estate markets for all product types have advanced with occupancy and rental rates trending upward. Since the recession, from late 2010 and early 2011, Austin’s real estate markets have gained momentum and continue to the grow at a steady rate.
**Neighborhood Analysis**

A neighborhood can be considered as a part of a larger city or community wherein there is a tendency towards the grouping of land utilization. As defined in the 14th Edition of *The Appraisal of Real Estate*, 2013, “The boundaries of market areas, neighborhood, and districts identify the areas that influence a subject property’s value.” A neighborhood may be an urban or suburban development, which may include residential, commercial, industrial or other land uses that are generally characterized as being homogeneous in some respects, and include a unified area with some definite boundaries.

The purpose of a neighborhood analysis is to provide a bridge between the study of general influences on all property values and the analysis of a particular subject. Neighborhood boundaries are identified by determining the area in which the four forces which effect value (social, economic, government and environmental) operate in the same way they effect the subject property.
The subject neighborhood is defined physically as the boundary of the City of Leander and its ETJ. Leander is located in western Williamson County in the northern portion of the Austin Metropolitan Statistical Area (MSA). The neighborhood is located approximately 30 miles northwest of downtown Austin, 10 miles west of Round Rock and Georgetown. Although Leander has typically been considered a bedroom community to the City of Austin, it is becoming an economic center in its own right. Over the past decade there has been substantial growth of the housing stock as well as more employers and retail services. Within the Cities of Leander and Cedar Park, a diversity of property types and land uses can be identified, including single-family and multi-family residential, industrial, office, and commercial uses.

Demographics

The following table summarizes the population data for the Leander area.

<table>
<thead>
<tr>
<th>Year</th>
<th>Population</th>
<th>Population Change</th>
<th>Percent Change</th>
<th>Average Annual Compounded Growth Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1980</td>
<td>2,179</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>1990</td>
<td>3,398</td>
<td>1,219</td>
<td>55.94%</td>
<td>5.6%</td>
</tr>
<tr>
<td>2000</td>
<td>7,596</td>
<td>4,198</td>
<td>123.54%</td>
<td>12.35%</td>
</tr>
<tr>
<td>2005</td>
<td>17,501</td>
<td>9,905</td>
<td>130.40%</td>
<td>26.08%</td>
</tr>
<tr>
<td>2010</td>
<td>26,310</td>
<td>8,809</td>
<td>50.33%</td>
<td>10.07%</td>
</tr>
<tr>
<td>2014</td>
<td>34,186</td>
<td>7,876</td>
<td>29.94%</td>
<td>7.48%</td>
</tr>
<tr>
<td>2015</td>
<td>37,889</td>
<td>3,703</td>
<td>10.83%</td>
<td>10.83%</td>
</tr>
<tr>
<td>2016</td>
<td>46,659</td>
<td>8,770</td>
<td>23.15%</td>
<td>23.15%</td>
</tr>
<tr>
<td>2017</td>
<td>55,910</td>
<td>9,251</td>
<td>19.83%</td>
<td>19.83%</td>
</tr>
<tr>
<td>2018</td>
<td>56,111</td>
<td>201</td>
<td>0.36%</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Sources: U.S. Census Bureau & Leander Chamber of Commerce

As illustrated by the above table, the area has experienced steady growth since 1980 with the local population significantly increasing in size during the last two decades. According to the U.S. Census Bureau, Leander was the fastest growing city in the nation of all cities with a population over 15,000 for the past several years since 2014. Given the proximity to the Austin area, as well as the affordability of housing, this trend, albeit at a reduced rate, is anticipated to continue for the foreseeable future.

According to the U.S. Census Bureau the median household income of the City of Leander as of yearend 2017 was $83,550. 96.3% of the population is estimated to be employed, and age 16 and over 18.6% have jobs classified as blue collar, 67.4% are white collar, and 14.0% are service workers. The 2017 unemployment rate for the area is 3.7%. Currently, it is estimated that 7.8% of the population age 25 and over in this area had earned a Master’s, Professional, or Doctorate Degree, while 35.7% had earned a bachelor’s degree and 92.6% of residents had a High School Diploma. Most of the dwellings in this area (80.3%) are estimated to be owner-occupied.
Land Use

The majority of the subject neighborhood is vacant rural land. The bulk of the area's residential and commercial land use is located along U.S. Highway 183, 183-A & Ronald Reagan Blvd and other commercial arterials in and around Leander. This City has various zoning districts to govern land use. Cedar Park to the south of Leander has experienced substantial new commercial development in the past five years along U.S. Highway 183, FM 1431 & U.S Highway 183-A. The growth pattern of this new development is south to north. Although the area between FM 1431 and the north side of Leander has much new development, most of the new development is just south of FM 1431. However, in recent years, there has been substantial single family residential development along the Ronald Reagan Corridor and U.S. Highway 183 corridor north of FM 1431 and South of SH 29.

Currently, single family residential land comprises the greatest percentage of developed land within the City. As the City grows and roadway improvements are completed, it is anticipated the percent of land used for commercial and other non-single family uses will increase.

Government

The City of Leander has municipal offices, a mayor and police force. This city has zoning districts, which control land use within the city limits. Most of the remainder of the neighborhood is rural, and policed by the Williamson County Sheriff.

Utilities

Public utilities are available in Leander. The supply of water had been a factor limiting growth in the past in Leander. However, Leander has been able to secure a long-term water supply from LCRA. In addition, a recently expanded wastewater treatment plant has been completed. Pedernales Electric Company provides electrical service for most of the area. Rural areas typically have water wells and septic systems for water and sewage disposal respectively.

Links

At the present time the largest traffic carriers in the neighborhood are U.S. Highway 183, U.S. Highway 183-A & Ronald Reagan Blvd. These roadways extend in a general north-south direction. Highway 183-A was constructed as a traffic reliever route running parallel to the east of U.S. Highway 183 and reconnecting with it on the north side of Leander. This is now a toll road from Lakeline Boulevard past FM 2243. Roadway construction has created other north/south thoroughfares through this area. These include the extension of Parmer Lane (aka Ronald Reagan Blvd) to Highway 29 and U.S. Highway 183-A. In addition to these north/south roadways, FM 2243 will eventually be improved to a major east/west thoroughfare connecting the western areas of Leander to IH-35 to the east. The current conceptual plan is for the western portion to be realigned to the north. The subject neighborhood's linkages provide residents good access within the neighborhood, as well as to Austin, Round Rock and Georgetown.
Employment

The subject neighborhood's labor force is similar to that of Williamson County in that services, trade, and manufacturing are the major employment sectors. The Leander area has a greater percentage of agriculture and construction than Travis or Williamson Counties. This is anticipated to change with more retail and service businesses as the area develops over time.

Summary

The subject neighborhood experienced enormous growth between 1990 and the present. Commercial development also grew significantly in the area, as well as the housing stock. We expect these trends to continue for the foreseeable future.
Land analysis is “a study of factual data relating to the characteristics of undeveloped land or a site that create, enhance, or detract from the utility and marketability of that parcel.” (From The Dictionary of Real Estate Appraisal, 6th Edition, 2010).

The subject Right of way segments containing 14,712 SF portion & 54,292 SF portion of Mel Mathis Boulevard and a 556 SF portion of E. San Gabriel Parkway. The right of way property rights are to be conveyed to the adjacent surrounding property owner. The following description of the site's characteristics was based upon my physical inspection of the property, as well as public records available from the Williamson Central Appraisal District, the City of Leander, and Williamson County. A copy of the Plat can be found in the Addenda.

**Legal Descriptions**

(Subject)

**14,712 SF:**

14,712 SF out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas, Being a portion of Mel Mathis Boulevard (80’ Right-Of-Way) Dedicated in Document No. 2012077074 of the Official Public Records of Williamson County, Texas.

**54,292 SF:**


**556 SF**


**Williamson Central Appraisal District Parcel Number:**

The subject tracts do not currently have a tax id number

**Size:**

14,712 SF, 54,292 SF & 556 SF
| **Shape:** | The subject tracts are generally is rectangular in shape commensurate with their former use as right of way segments. Please refer to the plat map on page 40-43 for a graphical representation of the site's shape. |
| **Topography:** | The topography of the subject tracts are generally level. |
| **Floodplain:** | No portion of the subject tracts are situated within the designated 100-year floodplain. |
| **Zoning:** | The subject tracts are not zoned. The surrounding “larger parcels” have a zoning of “Northline PUD”, “Transit Oriented Development”. In all likelihood, were the subject assembled into the abutting surrounding properties, they would receive a similar zoning designation. |
| **Soil Conditions:** | An engineering study to determine the subsoil conditions has not been furnished to the appraiser. Upon inspection of the subject and surrounding properties, soil conditions appear to be adequate to support development of the subject property. |
| **Utility Status:** | Municipal Water, wastewater, and electric services are available to the adjacent sites. |
| **Environmental Considerations:** | The appraiser was not provided with an Environmental Site Assessment or a Phase I Environmental Site Assessment which would indicate adverse environmental issues. For the purpose of this report, it is assumed that the subject’s site has no adverse environmental attributes. |
| **Improvements:** | The subject tracts do not contain any improvements. |
| **Proposed Conveyance:** | The City of Leander proposes to vacate and convey the right-of-way rights of the subject properties. |
| **Surrounding Uses:** | The immediate surrounding area is predominately vacant undeveloped land. There is however an Austin Community College campus to the southeast and multifamily land uses also to the southeast and |
a Capitol Metro park and ride to the southwest as well as a hospital to the north. Further removed from the subject are single family residential land uses and scattered commercial & industrial land uses.
Subject (14,712 SF ROW Vacation)

REMINDER OF
CALLED 47.5871 ACRES
NORTHLINE LEANDER
DEVELOPMENT COMPANY, LLC
DOC. NO. 2019058968
O.P.R.W.C.T.

LOT 2
SAN GABRIEL
PARK SUBDIVISION
CAB. Y. SLDS. 364-367
P.R.W.C.T.

CALLED 45.3395 ACRES
(DESCRIBED AS EXHIBIT A-3)
NORTHLINE LEANDER
DEVELOPMENT COMPANY
DOC. NO. 2019058966
O.P.R.W.C.T.

REMINDER OF A
CALLED 100.000 ACRES
AUSTIN COMMUNITY
COLLEGE DISTRICT
DOC. NO. 2010030836
O.P.R.W.C.T.

R.O.W. VACATION
0.3377 ACRE(S)
14,712 SQUARE FEET

G

CALLED 3.827 ACRES
CITY OF LEANDER,
TEXAS
DOC. NO. 2014005725,
O.P.R.W.C.T.

G

MEL MATHIS
BOULEVARD
(80' R.O.W.)
DOC. NO. 2012077074,
DOC. NO. 2014077239
O.P.R.W.C.T.
**Land Analysis (Adjacent Surrounding Properties/Larger Parcels)**

<table>
<thead>
<tr>
<th>Location:</th>
<th>The properties which the subject right of way segments will be assembled with surrounds the existing right-of-way segments and represents varying tracts of 9.85 acres, 12.931 acres, 45.3395 acres &amp; 47.5871 acres respectively. All of the surrounding adjacent tracts are owned by “Northline Leander Development Company, LLC”.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size:</td>
<td>9.85 acres, 12.931 acres, 45.3395 acres &amp; 47.5871 acres respectively</td>
</tr>
<tr>
<td>TCAD Parcel Id’s:</td>
<td>R517094, R458187, R566425 &amp; R031604</td>
</tr>
<tr>
<td>Shape:</td>
<td>Irregular</td>
</tr>
</tbody>
</table>
| Frontage/Access: | The 9.85 acre “larger parcel” tract has frontage and access along the east line of Mel Mathis Blvd, south line of San Gabriel Parkway and west line of US Hwy 183A.  

The 12.931 acre “larger parcel” tract has frontage and access along the west line of Mel Mathis Blvd, south line of San Gabriel Parkway as well as railroad frontage along the western property boundary.  

The 45.3395 acre “larger parcel” tract has frontage and access along the west line of Mel Mathis Blvd, railroad frontage along the western property boundary.  

The 47.5871 acre “larger parcel” tract has frontage and access along the east line of Mel Mathis Blvd and west line of US Hwy 183A. |
| Topography: | The topography of all the tracts is generally level. |
| Soils: | No soil survey was provided to the appraiser. However, based on the amount of development in the area, it is considered reasonable to assume that, given proper engineering, the subject soils are suitable for development. |
**Floodplain:**

Minimal portions of the 45.3395 acre adjacent tract appear to be located within the designated 100-year floodplain area. These areas are predominately along the southern property boundary and not considered to adversely affect overall development given their location along the property boundary and setback areas.

The remaining adjacent tracts are not located within any floodhazard areas.

**Utilities:**

All municipal utilities are available to the respective sites and or will be made available as part of the North Lakeline PUD agreement with the City of Leander.

**Zoning:**

The adjacent parent tracts are all located within the “Northline PUD” transit oriented district.

**School District:**

Leander Independent School District

**Environmental Hazards:**

The appraiser was not provided with an “Environmental Site Assessment” for the adjacent tracts. The appraisal assumes the sites are clean of any environmental site contamination.

**Easements:**

No Title Commitment was available for the adjacent properties. This analysis assumes any encumbrances to be typical of urban properties and not to put any significant limitations to development.

**Surrounding Land Uses:**

The immediate surrounding area is predominately vacant undeveloped land. There is however an Austin Community College campus to the southeast and multifamily land uses also to the southeast and a Capitol Metro park and ride to the southwest and a hospital to the north. Further removed from the subject are single family residential land uses and scattered commercial & industrial land uses.

**Improvements/Current Use:**

The adjacent tracts do not contain any improvements other than minor site improvements consisting of perimeter fencing.
Adjacent Tracts / "Larger Parcels"

Aerial
Subject Photographs

Looking south along 14,712 SF ROW Vacation Area

Looking south along 54,292 SF ROW Vacation Area (Part 6)
Looking East towards interior of 47.5871 Acre Adjacent Tract

Looking north along 54,292 SF ROW Vacation Area (Part 4)
Looking towards 47.5871 acre Adjacent Tract taken from US Hwy 183-A frontage road

Looking East along 556 SF ROW Vacation Area (Part 1)
Looking towards 9.85 acre Adjacent Tract taken from Southwest corner of US Hwy 183-A & San Gabriel Parkway

Looking towards 556 SF ROW Vacation (Part 2)
Looking south towards 12.931 Acre Adjacent Tract, taken from San Gabriel Parkway

Looking South along 54,292 SF ROW Vacation Area (Part 3)
Looking south along 54,292 SF ROW Vacation Area (Part 5)

Interior of 45.3395 Acre Adjacent Tract

**Highest and Best Use**
The term highest and best use, as used in this appraisal report and defined by *The Appraisal of Real Estate*, 14th Edition, Appraisal Institute, 2013, is:

"The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value."

A distinction is made between the highest and best use of the land or site as though vacant and the highest and best use of the property as improved.

**Highest and best use of the land as though vacant:** Among all reasonable, alternative uses, the use that yields the highest present land value after payments are made for labor, capital, and entrepreneurial coordination.

**Highest and best use of property as improved:** The use of a property, as improved, that will maximize its value.

There are four criteria which a use must meet to satisfy the requirement of highest and best use. These are that the use be: 1) physically possible, 2) legally permissible, 3) financially feasible, and 4) maximally productive. These four criteria as they relate to the highest and best use of the subject "as vacant" and "as improved" are discussed below.

There are two types of highest and best use. The first type is highest and best use of land or a site as though vacant. The second is highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use. When a site contains improvements, the highest and best use may be determined to be different from the existing use. Analysis of the highest and the best use of a property as improved implies that a property as improved may be continuation of the existing use, renovation or rehabilitation, expansion, adaptation, or conversion to another use, partial or total demolition, or some combination of these alternatives.

**As if Vacant**

**Physically Possible**

As described in the Site Analysis section of this report, the larger parcels from which the proposed right of way segments are to be vacated and are to be assembled with represents 9.85 acres, 12.931 acres, 45.3395 acres & 47.5871 acres respectively. The larger parcels are irregular in shape. The 9.85 acre “larger parcel” tract has frontage and access along the east line of Mel Mathis Blvd, south line of San Gabriel Parkway and west line of US Hwy 183A. The 12.931 acre “larger parcel” tract has frontage and access along the west line of Mel Mathis Blvd, south line of San Gabriel Parkway as well as railroad frontage along the western property boundary.

The 45.3395 acre “larger parcel” tract has frontage and access along the west line of Mel Mathis Blvd, railroad frontage along the western property boundary. The 47.5871 acre “larger parcel” tract has frontage and access along the east line of Mel Mathis Blvd and west line of US Hwy 183A. Minimal portions of the 45.3395 acre adjacent tract appear to be located within the
designated 100-year floodplain area. These areas are predominately along the southern property boundary and not considered to adversely affect overall development given their location along the property boundary and setback areas. The remaining adjacent tracts are not located within any floodhazard areas. The overall topography is generally level and all municipal utilities are available in the area to service the respective tracts or will be made available as part of the North Lakeline PUD agreement with the City of Leander.

Based upon the above physical characteristics, any use that would fit on the respective sites is considered to represent a physically possible use.

**Legally Permissible**

In determining the highest and best use, it is necessary to determine what use or uses are legally permissible. The adjacent parent tracts are all located within the “Northline PUD” TOD.

The “Northline PUD” was established between the City of Leander and Area Leander 1 LP in mid-2018 (the developer – title later changed to Northline Leander Development Company LLC). This Planned Unit Development is intended for a mixed-use community consisting of residential, office and commercial uses on 115.7076 acres of land (the collective adjacent tracts) located within the Transit Oriented Development District. Northline is a proposed walkable town center with a mix of retail, housing, hotel, business, restaurant and civic space. Various agreements and incentives between the two parties exist and can be found within the Development Agreement retained in our files. The estimated timeline for completion of the entire development is 10-15 years.

A conceptual plan and conceptual site layout plan for the proposed Northline PUD identifies various portions of the adjacent tracts further subdivided and proposed for varying uses. However, as of the effective date of this report no final site plan or subdivision of the adjacent tracts exists. Therefore, we have appraised the adjacent tracts based upon the general development guidelines of the “Northline PUD” which is designated for a wide variety of legally permissible uses consisting of residential, office & commercial land uses.

An additional factor in determining a legally permissible use is the appraisal principal of conformity. According to the 14th Edition of *The Appraisal of Real Estate*, 2013, “Conformity holds that real property value is created and sustained when the characteristics of a property conform to the demands of its market.”

The immediate surrounding area is predominately vacant undeveloped land. There is however an Austin Community College campus to the southeast and multifamily land uses also to the southeast and a Capitol Metro park and ride to the southwest as well as a hospital to the north. Further removed from the subject are single family residential land uses and scattered commercial & industrial land uses.

Given the surrounding land uses, as well as the existing Northline PUD allowable uses, in my opinion some form of mixed use development (residential, office and commercial land uses) is considered a legally permissible use of the subject adjacent tracts.
Financially Feasible and Maximally Productive

The final criteria in the determination of highest and best use is that use must be financially feasible and maximally productive. This section requires the forces of supply and demand to be balanced and that the property developed will provide sufficient income to return profit to the land.

For a use to meet the test of financial feasibility, the benefits of ownership in the form of rents and tax advantages must exceed the costs associated with acquiring the site, developing the improvements, and operating the property. In other words, the return to the property must be adequate to justify the acquisition costs associated with the site, the cost to develop the property and construct improvements, and the expenses associated with operating a project.

Financial feasibility is determined by the level of supply and demand for a specific property type in the marketplace and the ability of the project to generate an adequate financial return to the investor.

The subject’s Leander market area serves primarily as a bedroom community for the City of Austin. Further, this sector has emerged as one of the most attractive housing markets in the greater Austin area. As a result, and as detailed within the Neighborhood Analysis, the subject’s market area has experienced significant economic growth, job creation, and population increases over the past 10 years. Additionally, as a byproduct of this, both residential and commercial development have followed and will be anticipated to continue given the proposed roadway projects in the area and also as a direct result of the supporting rooftops within the immediate area.

More specifically, the US Highway 183-A corridor to the east of the subject tract has also seen rapid growth and development of both single family residential master planned communities with similar trailing supporting commercial oriented uses over the past several years. The subject adjacent tracts are slated to be developed in accordance with the Northline PUD. Although this represents a 10-15 year timeline there has already been development around the subject property to include both single family development and commercial development.

Given the above, in our opinion, some form mixed use development (residential, office and commercial land uses) would be considered a financially feasible and maximally productive use of the subject and would yield the greatest return to the land.

Conclusions - Highest and Best Use As Vacant

It is the opinion of the appraiser that the subject site's configuration and size as it exists currently as right-of-way segments, that the highest and best use for the subject tracts "as if vacant" is for assemblage with the adjoining tracts. Additionally, the use of the assembled tracts for a mixed use development as proposed would be considered probable given the surrounding land uses and developments and would maintain the highest and best use of the subject site.
**Valuation Methodology**

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Sales Comparison Approach
3. The Income Approach

**Cost Approach**
The Cost Approach is summarized as follows:

\[
\text{Cost New} - \text{Depreciation} + \text{Land Value} = \text{Value}
\]

**Sales Comparison Approach**
The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

**Income Approach**
The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

**Final Reconciliation**
The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

**Analyses Applied**
A成本分析 was considered but was not developed given the subject is vacant land.

A销售比较分析 was considered and was developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

An收入分析 was considered but was not developed given the subject is vacant land.
Sales Comparison Approach - Site Valuation

The Sales Comparison Approach involves a comparison of the subject property to actual transactions of similar improved properties in order to arrive at an estimate of the subject's market value. One of the primary appraisal principles basic to this approach is the principle of substitution, which "holds that the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time." (The Appraisal of Real Estate, 14th Edition, published by the Appraisal Institute, 2013.) As such, the reliability and applicability of the Sales Comparison Approach rests upon the comparability of the available sales data, from which the adjustments for the various elements of comparison can be extracted.

The application of this approach involves following a systematic procedure. The steps are outlined below:

1. Research the market for information on sales transactions, listings, and offers to purchase or sell involving properties that are similar to the subject property in terms of characteristics such as property type, date of sale, size, physical condition, location, and zoning.

2. Verify the information by confirming that the data obtained are factually accurate and that the transactions reflect arm's-length, market considerations. Verification may elicit additional information about the market.

3. Select relevant units of comparison (e.g., price per acre, price per square foot, price per front foot, price per square foot of GBA, price per developable unit), and develop a comparative analysis for each unit.

4. Compare comparable sale properties with the subject property using the elements of comparison and adjust the price of each comparable to the subject property or eliminate the sale property as a comparable.

5. Reconcile the various value indications produced from the analysis of comparables into a single value indication or a range of values. In an imprecise market subject to varying occupancies and economies, a range of values may be a better conclusion than a single value estimate."

(The Appraisal of Real Estate, 14th Edition, published by the Appraisal Institute, 2013.)

When valuing real estate via the Sales Comparison Approach, the subject and comparables must be broken down into units of comparison. There are several units of comparison available to the analyst in the application of the Sales Comparison Approach. One unit of comparison in the valuation of vacant land is the sales price per square foot of land area or price per achievable unit. For my analysis, I have chosen to utilize the price per square foot of land area as the unit of measure as the primary basis for comparison in my analysis.
In undertaking my research efforts, I made a diligent search of the Austin market area for properties that had sold or that were under contract. The search for comparables included investigating local deed records, conversations with local brokers and property owners, and a review of sales contained in our office. Included on the following page is a summary table and map of the documented land sales that have been used in estimating the value of the subject's land component. Complete descriptions of the vacant land sales can be found in the Addenda.

As discussed previously in the Highest and Best Analysis section of this report, it is considered that proposed ROW vacations would yield the highest per unit value if assembled with their respective adjacent tracts.

As previously explained the adjoining property / “larger parcels” represent 4 tracts in varying sizes ranging from 9.85 acres, 12.931 acres, 45.3395 acres & 47.5871. Comparable sales sharing similar locational and size attributes were used in determining the value of these adjacent tracts as if the respective adjacent right-of-ways to be vacated were to be absorbed into their respective adjacent tracts. Once a unit value for the total combined property adjacent to the subject as a whole was determined, a value of the subject as a pro-rata-share in an after scenario will be presented.

Listed on the following pages are the comparable sales employed in the analysis of the subject as a pro-rata portion of the “larger parcels” consisting of 9.85 acres, 12.931 acres, 45.3395 acres & 47.5871. Following these sales will be my valuation analysis.

The reader's attention is directed to the following pages for these analyses.
PAIRED SALES ANALYSIS

The comparable sales were adjusted to account for differences between the sales prices in order to derive value indicators of the subject property. The appraisers attempted to extract adjustments from "pure" pair sales whenever possible. In other words, adjustments were extracted from two sales that were considered comparable with the exception of the variable under consideration. The difference can then be expressed as a percentage and applied to the remaining comparable sales. The reader should note that this percentage difference needs to be adjusted to reflect the quantifiable attribute difference between the sale and the subject. The appraisers have used a point ranking system in a computerized matched pairs analysis to facilitate this process. The subject was given a ranking of 3.0 and the subject is compared to the comparable sales on the following point basis:

Very Inferior = 1
Inferior = 2
Comparable = 3
Superior = 4
Very Superior = 5

A simple example of this process is as follows. Assume two sales are exactly the same except for one variable, the "pure" pair, and that there was a 12% difference in the sales price. One comparable was considered to be superior (five points) to the subject and the other sale was slightly inferior (two points), for a difference of three points. The indicated adjustment would then be 12% per three points' difference or 4% per point. Thus, if another sale in the data base was rated inferior (1), it would be adjusted upward by the two points' difference times 4%, or an 8% overall adjustment. Adjusting downward is more complicated, however, because of the algebraic change in the base to be adjusted. To maintain mathematical consistency, the reciprocal must be employed. Using the previous example, assume another sale was slightly superior (four points) and thus needed to be adjusted downward. The proper formula would be:

\[
\text{Adjustment} = \frac{1}{1 + (4\% / \text{pt.} \times 1 \text{ pt. diff.})} - 1
\]

\[
= -3.8\%
\]

This slightly superior sale would therefore be adjusted downward by 3.8% to reflect comparability with the subject.

The adjustment process is the accepted technique which is utilized to account for the observed differential in real estate prices. Typically, this price differential is the composite variation due to actual or perceived attribute differences in properties. The qualitative response of the market to those attributes (e.g., location, zoning, etc.) affects real estate values at specific points in time.

---

It should be realized that value is not inherent in real estate and the proportional qualitative ranking of these specific quality measures can vary with time. Therefore, value in real estate is determined by the "created space-time product," or the real estate's ability to meet human demand at the point in time being studied. As the nature of economic activities changes, the requirements for space also change. Therefore, in an economic sense, real estate becomes a product whose value rises and falls depending upon current perception.

Further, the market for a real estate product is imperfect in that information which affects value perceptions is not available to all market participants. This market imperfection contributes to a portion of the observed price variation and typically cannot be explained by the qualitative variables. The remaining price variability should be dependent on and explained by the quality of the attributes. The explanation of this systematic variance then becomes the basis of the adjustment process as a valuation technique. Basically, this technique is concerned with the appraisers seeking patterns and trends in the market on which to document the explanation of market price variation.

Listed on the following pages are the basis for ratings which have been chosen to explain the price/quality differentials. This discussion summarizes the appraisers’ thought process with respect to rating the comparable sales. The discussion of the percentage adjustment for each variable is also summarized in this portion of the report. An adjustment grid will be presented to serve as a visual summary of the data. The grid presents the relationship between comparable sales and the subject for each variable, the appropriate adjustment, as well as the adjusted price for each variable. The adjustment grid is calculated based upon the quality rankings and subsequent market extracted adjustments derived from the sequential pairings. This procedure occurs for each attribute in a sequential manner by way of explaining those factors that can be documented first. The residual adjustments reflect a composite of the remaining variables. In this manner, the price/quality variables are analyzed interdependently, rather than independently.

The comparable sales were adjusted to account for differences between the sales prices in order to derive value indicators of the subject property. The appraisers attempted to extract adjustments from "pure" pair sales whenever possible. In other words, adjustments were extracted from two sales that were considered comparable with the exception of the variable under consideration. The difference can then be expressed as a percentage and applied to the remaining comparable sales.

In the pages to follow, I will first analyze the 9.85 acre "larger parcel" and provide a subsequent valuation analysis. I will then provide a separate analysis of the assembled 9.8785 acres given that Part 1 (233 SF) of the 556 SF right of way & Part 1 (1,009 SF) of the 54,292 SF right of way are adjacent to a 9.85 acre tract and should the existing right of way segments be vacated, they would be incorporated into this adjacent surrounding property. The resulting per unit value estimate will then be applied to the respective right-of-way tracts adjacent to the 12.931 acres.

Next, I will analyze the 12.931 acre "larger parcel". I will then provide a separate analysis of the assembled 12.9637 acres given that Part 2 (323 SF) of the 556 SF right of way & Part 2 (1,100 SF) of the 54,292 SF right of way are adjacent to this tract. The resulting per unit value estimate will then be applied to the respective right-of-way tracts adjacent to the 12.931 acres.
The 45.3395 acre adjacent “larger parcel” will then be analyzed as well as the assembled 46.7005 acres given that the entire 14,712 SF right of way & Parts 3 (33,208 SF), Part 5 (5,464 SF) & Part 7 (5,902 SF) of the 54,292 SF right of way are adjacent to this tract. The resulting per unit value will then be applied to the entire 14,712 SF Right of way and Parts 3, 5 & 7 of the 54,292 SF.

Lastly, the 47.5871 acre adjacent “larger parcel” will then be analyzed as well as the assembled 47.7618 acre after assembled given that Parts 4 (3,541 SF) and Part 6 (4,068 SF) of the 54,292 SF right of way are adjacent to this tract. The resulting per unit value estimates will then be applied to the respective right-of-way tracts adjacent to the 47.5871 acres.
**Comparable Land Sales (9.85 & 12.931 Acres)**

<table>
<thead>
<tr>
<th>Sale No.</th>
<th>Address/Name</th>
<th>Date of Sale</th>
<th>Sales Price</th>
<th>Size AC</th>
<th>Price/SF</th>
<th>Zoning</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Wraps Northeast corner of Bagdad Road and Whitestone Blvd, Cedar Park</td>
<td>06/30/17</td>
<td>$1,800,000</td>
<td>7.762</td>
<td>$5.32</td>
<td>GR</td>
<td>Purchased for proposed retail center. All utilities available at time of sale. Access from Whitestone and Bagdad.</td>
</tr>
<tr>
<td>2</td>
<td>East line of U.S. Highway 183-A, north of Huddleston Road, Leander</td>
<td>12/13/18</td>
<td>$2,295,873</td>
<td>13.87</td>
<td>$3.80</td>
<td>PUD</td>
<td>The property was vacant at the time of sale. All utilities available to service site. Purchased for proposed single family detached condo development. Frontage and access from Huddleston Road and east line of U.S. Highway 183-A.</td>
</tr>
<tr>
<td>3</td>
<td>18880 E. Crystal Falls Parkway, Leander</td>
<td>11/27/18</td>
<td>$1,752,942</td>
<td>10.590</td>
<td>$3.80</td>
<td>SFS</td>
<td>The property was zoned SFS at time of sale but located within mixed use corridor which permitted higher intensity residential development falling under the SFL, SFT &amp; TF zoning designations as well as LO &amp; LC. The intended use was for development of a Church 'Northpoint Austin'. Surrounding by mix of residential subdivisions and scattered commercial and office and across from Rouse High School. Frontage and access from south line of Crystal Falls Parkway.</td>
</tr>
<tr>
<td>4</td>
<td>400 Bagdad Road, Leander, Texas</td>
<td>03/31/19</td>
<td>$965,507</td>
<td>4.030</td>
<td>$5.50</td>
<td>LC</td>
<td>Property has all utilities available to site. Purchased for development of a Montessori School. Frontage and Access along east line of Bagdad Road.</td>
</tr>
<tr>
<td>5</td>
<td>14200 Ronald Reagan Blvd, Cedar Park</td>
<td>05/09/19</td>
<td>$1,450,000</td>
<td>5.172</td>
<td>$6.44</td>
<td>LB</td>
<td>Property was purchased for development of office condos. All utilities available to the site located along Ronald Reagan Blvd. Access and Frontage via east line of Ronald Reagan Blvd &amp; north line of Little Valley Road.</td>
</tr>
<tr>
<td>6</td>
<td>5300 Bagdad Road, Leander</td>
<td>05/31/19</td>
<td>$1,100,000</td>
<td>10.904</td>
<td>$2.32</td>
<td>SFR &amp; ET with future land use of &quot;Neighborhood Center&quot;</td>
<td>Property was purchased for future commercial development. Future land use plan for property is for &quot;Neighborhood Center&quot; Property had water along the frontage but no wastewater. Existing improvements were serviced by septic. Existing improvements (2 small older residences) were not considered to contribute overall to value. Future wastewater was to be extended from adjacent development.</td>
</tr>
<tr>
<td>7</td>
<td>10970 E. Crystal Falls Parkway, Leander</td>
<td>08/26/19</td>
<td>$1,675,000</td>
<td>6.690</td>
<td>$5.75</td>
<td>GC</td>
<td>Intended for development of senior living retirement center. Existing improvements do not contribute to value. All utilities available.</td>
</tr>
<tr>
<td>8</td>
<td>11675 FM 2243 (aka Hero Way)</td>
<td>12/09/19</td>
<td>$2,444,587</td>
<td>14.034</td>
<td>$4.00</td>
<td>E1</td>
<td>Purchased by adjacent property owner. Intended use was unknown. All utilities available. Improvements not considered to contribute to overall value.</td>
</tr>
</tbody>
</table>

**Subject (Parent Tracts)**

- 9.85 Acres located at southeast corner of E. San Gabriel Parkway & Mel Mathis with additional frontage along west line of U.S. Highway 183-A; 12.931 Acres located at southwest corner of E. San Gabriel Parkway & Mel Mathis

---

- 9.85 Acres & 12.931 Acres

---

- Northline PUD

---

- 9.85 Acres located at southeast corner of E. San Gabriel Parkway & Mel Mathis with additional frontage along west line of U.S. Highway 183-A; 12.931 Acres located at southwest corner of E. San Gabriel Parkway & Mel Mathis. All utilities available.
The Adjustment Process

Included on the previous page is a summary of what we considered the most pertinent features of the comparable land sales used in the valuation of the subject site. In our research, we spoke to several real estate brokers familiar with the area and we attempted to assemble the most recent sales available of similar sized properties that developers acquired for similar development. The comparables used represent transactions which closed between June 2017 to December 2019, or within 30 months of the effective date of this appraisal.

In performing the Sales Comparison Approach, I determined whether adjustments to the sales prices are necessary for such variables as property rights conveyed, financing associated with the transactions, conditions of sale, or expenditures immediately after purchase. In the following paragraphs, I will discuss each of these variables as they relate to the comparables and the subject property. The adjustment grid included at the end of this section provides a summary of the actual percentage adjustments applied to the per unit prices of the comparables in deriving an estimate of the current market value of the 9.85 acre & 12.931 acre tract.

Property Rights Conveyed

The transaction price of a sale is always based on the real property interest conveyed. In the process of confirming the sales data, specific questions were asked concerning the terms of any existing leases and the impact they may have had on sales price. In the present analysis, all of the properties were comprised of vacant tracts of land or had minimal improvements on site which were not leased and or not considered to contribute to value given that these tract were purchased for development or redevelopment. As such, I have concluded that an adjustment for property rights conveyed was not necessary.

Financing

The next potential to be made in my analysis is for financing associated with the transactions. The comparables were reported as being cash sales where the purchaser obtained third-party financing or where owner financing was equivalent to market terms. As such, no adjustment was necessary.

Conditions of Sale

This category usually attempts to reflect the motivations of the buyer and seller. In many instances, the conditions surrounding a sale can greatly impact the final sales price, especially when one party is under duress. In other instances, a buyer may be willing to pay more for a property needed for assemblage purposes or for other reasons. According to the confirming source of Sale Six, this tract of land reportedly sold slightly below market value given that this was an estate sale and the sellers were looking for a quick transaction. Further this tract had been previously appraised at a slightly higher unit value than its ultimate sale. Given this I have rated Sale Six as slightly inferior (2.0) and made an upward adjustment of 10%.
Expenditures Immediately After Purchase

A knowledgeable buyer considers expenditures that will have to be made upon purchase of a property because costs affect the price the buyer agrees to pay. None of the sales had expenditures immediately after purchase. Therefore, no adjustment is necessary for expenditures after purchase.

Market Conditions/Time

The next variable examined was the change in market conditions since the sales dates of the comparables. This is commonly referred to as a time adjustment. A review of the sales dates of the comparables indicates all of the sales closed May 2017 and December 2019, or within 30 months of the effective date of this appraisal. Thus, the question to answer is whether changes in market conditions over the last approximately 30 months’ merit adjustments to the sales prices of the comparables.

In my opinion, the most reliable method of determining an appropriate time adjustment is to examine the sale/resale of the same property, a technique which provides a clear indication of the increase or decrease in value since the first sale date. However, in the present analysis, no such resale data was provided.

Numerous sales were noted to have closed since the beginning on 2017. During this time period, commercial and residential development land within the Leander area has again begun to increase rapidly as the supply of developed land in Austin has become depleted. This is especially true along the US Highway 183-A corridor to the east of the subject tracts, and the Ronald Reagan corridor also to the east of the subject tracts, both of which have both seen rapid growth and development of both single family residential master planned communities with trailing supporting commercial oriented uses over the past several years. This is in turn supported by the transactional data, as well as the unadjusted land prices shown by the most recent transactions occurring between 2017 until the present. These most recent sales show demand has increased over the past few years. During this period, prices were believed to have increased. I have therefore applied a positive time adjustment of +0.5% per month (6%/year) for sales occurring during this active period. The matrix showing the market conditions adjustment applied is shown on the following page.
The market typically exhibits an inverse relationship between price and size because of the principle of diminishing marginal returns (i.e., as size increases, price per square foot decreases and vice versa). This being the case, we have chosen to rate the comparable sales as follows:

<table>
<thead>
<tr>
<th>Sale No.</th>
<th>Size (Acres)</th>
<th>Rating 9.85 Acres</th>
<th>Rating 12.931 Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7.762</td>
<td>Very Sl. Superior (3.5)</td>
<td>Very Sl. Superior (3.5)</td>
</tr>
<tr>
<td>2</td>
<td>13.87</td>
<td>Very Sl. Inferior (2.5)</td>
<td>Very Sl. Inferior (2.5)</td>
</tr>
<tr>
<td>3</td>
<td>10.590</td>
<td>Similar (3.0)</td>
<td>Similar (3.0)</td>
</tr>
<tr>
<td>4</td>
<td>4.030</td>
<td>Sl. Superior (4.0)</td>
<td>Sl. Superior (4.0)</td>
</tr>
<tr>
<td>5</td>
<td>5.172</td>
<td>Sl. Superior (4.0)</td>
<td>Sl. Superior (4.0)</td>
</tr>
<tr>
<td>6</td>
<td>10.904</td>
<td>Similar (3.0)</td>
<td>Similar (3.0)</td>
</tr>
<tr>
<td>7</td>
<td>6.690</td>
<td>Slightly Superior (4.0)</td>
<td>Slightly Superior (4.0)</td>
</tr>
<tr>
<td>8</td>
<td>14.034</td>
<td>Very Sl. Inferior (2.5)</td>
<td>Very Sl. Inferior (2.5)</td>
</tr>
<tr>
<td>Subject</td>
<td>9.85 Acres &amp; 12.931 Acres</td>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>
Based upon the indicated ratings two positive pure pairing of 1% and 18% were available to indicate a potential size adjustment. This is considered reasonable in my opinion and therefore a 15% adjustment per point difference was applied to the comparable sales.

**Utilities**

The presence of water/wastewater lines of sufficient capacity within the immediate area to a site which allows for immediate development is considered superior and more valuable than to a site without such services. The subject property was noted to have municipal water and wastewater available to service the respective tracts. All of the comparable sales except Sale Six were noted to have municipal utilities available at their respective dates of sale. Sale Six however did not have wastewater and as such was considered slightly inferior.

The indicated matrix showing the ratings and pure pairings is summarized on the following page:
There was one pure pairing of 27% available to indicate an adjustment for utilities while the secondary pairings were mixed. In our experience the upper end of the indicated range would appear to slightly overstate a potential adjustment for this attribute. Therefore, based upon our experience with regards to this attribute we have chosen to apply a 15% adjustment for utilities.

Location

In my analysis, I considered locational attributes which are perceived to affect the sales price of the land sales.

The 9.85 acre “larger parcel” tract has frontage and access along the east line of Mel Mathis Blvd, south line of San Gabriel Parkway and west line of US Hwy 183A.

The 12.931 acre “larger parcel” tract has frontage and access along the west line of Mel Mathis Blvd, south line of San Gabriel Parkway as well as railroad frontage along the western property boundary.

Both tracts are located within an area of Leander undergoing new and proposed development both retail, commercial, residential and special purpose (hospital). Given this as well as the ease of access to the subject tract this area is recently become is greater demand. The comparable sales were thereby rated to the subject tracts on the basis of overall location representing surrounding land uses and demand, frontage/access, corner location, exposure etc. Based upon these attributes we have rated the comparable sales as follows:

<table>
<thead>
<tr>
<th>SALE NO.</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>RATING</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>2.0</td>
<td>3.0</td>
<td>3.0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PURE PAIRS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ****** 0.00 0.00 0.00 0.00 1.37 0.00 0.00</td>
</tr>
<tr>
<td>2 ****** 0.00 0.00 0.00 0.80 0.00 0.00</td>
</tr>
<tr>
<td>3 ****** 0.00 0.00 0.00 0.69 0.00 0.00</td>
</tr>
<tr>
<td>4 ****** 0.00 1.08 0.00 0.00 1.41 0.00 0.00</td>
</tr>
<tr>
<td>5 ****** 0.00 0.00 0.00 0.00</td>
</tr>
<tr>
<td>6 ****** -0.53 0.97</td>
</tr>
<tr>
<td>7 ****** 0.00 0.00 0.69 0.00</td>
</tr>
<tr>
<td>8 ****** 0.00 0.00 0.00 0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECONDARY PAIRS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ****** 0.00 0.00 0.00 0.00 1.37 0.00 0.00</td>
</tr>
<tr>
<td>2 ****** 0.00 0.00 0.00 0.80 0.00 0.00</td>
</tr>
<tr>
<td>3 ****** 0.00 0.00 0.00 0.69 0.00 0.00</td>
</tr>
<tr>
<td>4 ****** 0.00 1.08 0.00 0.00 1.41 0.00 0.00</td>
</tr>
<tr>
<td>5 ****** 0.00 0.00 0.00 0.00</td>
</tr>
<tr>
<td>6 ****** -0.53 0.97</td>
</tr>
<tr>
<td>7 ****** 0.00 0.00 0.69 0.00</td>
</tr>
<tr>
<td>8 ****** 0.00 0.00 0.00 0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SALE NO.</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>$5.69</td>
<td>$4.33</td>
<td>$4.05</td>
<td>$5.00</td>
<td>$5.80</td>
<td>$2.76</td>
<td>$5.10</td>
<td>$4.73</td>
</tr>
<tr>
<td>Sale No.</td>
<td>Location</td>
<td>Location Rating 9.85 Acres</td>
<td>Location Rating 12.931 Acres</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------------------------------</td>
<td>----------------------------</td>
<td>-----------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Wraps Northeast corner of Bagdad Road and Whitestone Blvd, Cedar Park</td>
<td>Very Sl. Superior (3.5)</td>
<td>Sl. Superior (4.0)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>East line of U.S. Highway 183-A, north of Huddleston Road, Leander</td>
<td>Far-Sl Inferior (1.5)</td>
<td>Sl. Inferior (2.0)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>18880 E. Crystal Falls Parkway, Leander</td>
<td>Far-Sl Inferior (1.5)</td>
<td>Sl. Inferior (2.0)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>400 Bagdad Road, Leander, Texas</td>
<td>Sl. Inferior (2.0)</td>
<td>Very Sl. Inferior (2.5)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>14200 Ronald Reagan Blvd, Cedar Park</td>
<td>Very Sl. Superior (3.5)</td>
<td>Sl. Superior (4.0)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>5300 Bagdad Road, Leander</td>
<td>Far Inferior (1.0)</td>
<td>Far-Sl Inferior (1.5)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>10970 E. Crystal Falls Parkway, Leander</td>
<td>Far-Sl Inferior (1.5)</td>
<td>Sl. Inferior (2.0)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>11675 FM 2243 (aka Hero Way)</td>
<td>Far-Sl Inferior (1.5)</td>
<td>Sl. Inferior (2.0)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The indicated matrix showing the ratings and pure pairings is summarized below:

### 9.85 Acre Tract Adjustment Grid

#### ADJUSTMENT FOR VARIABLE 4: Location

<table>
<thead>
<tr>
<th>SALE NO.</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>RATING</td>
<td>3.5</td>
<td>1.5</td>
<td>1.5</td>
<td>2.0</td>
<td>3.5</td>
<td>1.0</td>
<td>1.5</td>
<td>1.5</td>
</tr>
</tbody>
</table>

#### PURE PAIRS

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>****</td>
<td>0.16</td>
<td>0.21</td>
<td>0.09</td>
<td>0.00</td>
<td>0.42</td>
<td>0.06</td>
<td>0.10</td>
</tr>
<tr>
<td>2</td>
<td>0.16</td>
<td>****</td>
<td>-3.27</td>
<td>0.31</td>
<td>0.17</td>
<td>1.14</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
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<td>0.44</td>
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<tr>
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<td>0.11</td>
<td>1.43</td>
<td>0.00</td>
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</tr>
</tbody>
</table>

**MEAN (POSITIVE VALUES ONLY):** 0.45  **RANGE:** -10.32 TO 1.69

PLEASE ENTER THE ESTIMATED % OF ADJUSTMENT FOR VARIABLE FOUR

**ADJUSTMENT FOR ONE POINT =** 20.00%

### Price After 20.00% Adjustment for: Location

<table>
<thead>
<tr>
<th>SALE NO.</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
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<tbody>
<tr>
<td>PRICE</td>
<td>$5.17</td>
<td>$5.63</td>
<td>$5.24</td>
<td>$6.00</td>
<td>$5.27</td>
<td>$3.87</td>
<td>$6.63</td>
<td>$6.15</td>
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</tbody>
</table>
Based on the ratings applied to the 9.85 acre tract there were 20 pure pairings ranging from 6% to 169% per point difference with the majority of pairings ranging between 6% up to 49%. Based on the ratings applied to the 12.931 acre tract there were 20 pure pairings ranging from 6% to 169% per point difference with the majority of pairings ranging between 6% up to 47%. Given all of these I have chosen to apply an adjustment of 20% per point difference for location.
**Final Adjustment Grid (9.85 Acre “Larger Parcel”)**

The following table summarizes the adjustments to the comparable sales. It should be noted that downward adjustments reflect a changing base. This is done in order to keep all dollar amount adjustments consistent, being either upward or downward adjustments. For example, an adjustment from $8 up to $10 equates to 25%. However, an adjustment from $10 to $8 equates to a downward adjustment of -20%.

<table>
<thead>
<tr>
<th>FINAL ADJUSTMENT GRID</th>
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<tr>
<td>LAST: 30 MONTHS AT 0.50% PER MONTH</td>
</tr>
<tr>
<td>PRECEDING: 0 MONTHS AT 0.00% PER MONTH</td>
</tr>
<tr>
<td>PRECEDING MONTHS: 0 MONTHS AT 0.00% PER MONTH</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SALE NO.</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
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<tbody>
<tr>
<td>SALES PRICE</td>
<td>$5.32</td>
<td>$3.80</td>
<td>$3.80</td>
<td>$5.50</td>
<td>$6.44</td>
<td>$2.32</td>
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<td>13.0</td>
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<td>0.0</td>
</tr>
<tr>
<td>$ Adjustment</td>
<td>$0.80</td>
<td>$0.23</td>
<td>$0.25</td>
<td>$0.25</td>
<td>$0.23</td>
<td>$0.08</td>
<td>$0.12</td>
<td>$0.00</td>
</tr>
<tr>
<td>Adj. Price</td>
<td>$6.12</td>
<td>$4.03</td>
<td>$4.05</td>
<td>$5.75</td>
<td>$6.67</td>
<td>$2.40</td>
<td>$5.67</td>
<td>$4.00</td>
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<td>Conditions of Sale</td>
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<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>2.0</td>
</tr>
<tr>
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<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
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<td>10.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>$ ADJUSTM.</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.40</td>
</tr>
<tr>
<td>ADJ. PRICE</td>
<td>$6.12</td>
<td>$4.03</td>
<td>$4.05</td>
<td>$5.75</td>
<td>$6.67</td>
<td>$2.40</td>
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<td>Size</td>
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<td>4.0</td>
<td>4.0</td>
<td>3.0</td>
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<td>2.5</td>
</tr>
<tr>
<td>ADJUSTMENT</td>
<td>-6.98%</td>
<td>7.50%</td>
<td>0.00%</td>
<td>-13.04%</td>
<td>-13.04%</td>
<td>0.00%</td>
<td>-13.04%</td>
<td>7.50%</td>
</tr>
<tr>
<td>$ ADJUSTM.</td>
<td>-$0.43</td>
<td>$0.30</td>
<td>$0.00</td>
<td>-$0.75</td>
<td>-$0.87</td>
<td>$0.00</td>
<td>-$0.77</td>
<td>$0.33</td>
</tr>
<tr>
<td>ADJ. PRICE</td>
<td>$5.69</td>
<td>$4.33</td>
<td>$4.05</td>
<td>$5.00</td>
<td>$5.80</td>
<td>$2.40</td>
<td>$5.10</td>
<td>$4.73</td>
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<tr>
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<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>2.0</td>
<td>3.0</td>
<td>3.0</td>
</tr>
<tr>
<td>ADJUSTMENT</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>15.00%</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>$ ADJUSTM.</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.36</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>ADJ. PRICE</td>
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<td>$4.33</td>
<td>$4.05</td>
<td>$5.00</td>
<td>$5.80</td>
<td>$2.76</td>
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<td>3.5</td>
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<td>-9.09%</td>
<td>30.00%</td>
<td>29.60%</td>
<td>20.00%</td>
<td>-9.09%</td>
<td>40.00%</td>
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<tr>
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<td>-$0.53</td>
<td>$1.10</td>
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<td>$1.42</td>
</tr>
<tr>
<td>ADJ. PRICE</td>
<td>$5.17</td>
<td>$5.63</td>
<td>$5.24</td>
<td>$6.00</td>
<td>$5.27</td>
<td>$3.87</td>
<td>$6.63</td>
<td>$6.15</td>
</tr>
</tbody>
</table>

**TOTAL ADJUSTMENTS**

| PERCENTAGE | -2.75% | 48.14% | 38.02% | 9.04% | -18.18% | 66.64% | 15.30% | 53.73% |
| DOLLAR | ($0.15) | $1.83 | $1.44 | $0.50 | ($1.17) | $1.55 | $0.88 | $2.15 |

| ADJUSTED PRICE | $5.17 | $5.63 | $5.24 | $6.00 | $5.27 | $3.87 | $6.63 | $6.15 |
| MEAN: | $5.49 |
| MEDIAN: | $5.45 |
Sales Comparison Approach Conclusion (9.85 Acres)

Prior to adjusting the comparables for differences in conditions of sale, time, size, utilities and location, the sales prices of the comparables ranged from $3.87 per square foot up to $6.63 per unit, a difference of approximately 71%. After making adjustments to the comparables the sales ranged from $3.87 to $6.63 per square foot, a difference of 71%. The mean and median of these eight adjusted sales is $5.49 and $5.45 per square foot, respectively. All of the comparable sales were considered to contribute to the overall adjustment process. Therefore, I have considered a price per unit price of $5.50 per square foot to be considered reasonable for the subject 9.85 acre larger parcel. Using this unit value, the value of this larger parcel can be calculated as follows:

\[ 9.85 \text{ acres} \times 43,560 \text{ SF} \times 5.50/\text{square foot} = 2,359,863 \]
**Final Adjustment Grid (12.931 Acre “Larger Parcel”)**

The following table summarizes the adjustments to the comparable sales. It should be noted that downward adjustments reflect a changing base. This is done in order to keep all dollar amount adjustments consistent, being either upward or downward adjustments. For example, an adjustment from $8 up to $10 equates to 25%. However, an adjustment from $10 to $8 equates to a downward adjustment of -20%.

<table>
<thead>
<tr>
<th>SALE NO.</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
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<th>6</th>
<th>7</th>
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</tr>
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<td>0.0</td>
</tr>
<tr>
<td>$ Adjustment</td>
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<td>$0.25</td>
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<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>2.0</td>
</tr>
<tr>
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<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
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<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.40</td>
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<td>2.5</td>
</tr>
<tr>
<td>ADJUSTMENT</td>
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<td>7.50%</td>
<td>0.00%</td>
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<td>0.00%</td>
<td>-13.04%</td>
<td>7.50%</td>
</tr>
<tr>
<td>$ ADJUSTM.</td>
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<td>-$0.75</td>
<td>-$0.87</td>
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<td>-$0.77</td>
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<td>$2.40</td>
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<td>$4.73</td>
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<tr>
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<tr>
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<td>$4.33</td>
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<td>-$0.97</td>
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<td>$4.83</td>
<td>$3.59</td>
<td>$6.12</td>
<td>$5.68</td>
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</table>

**TOTAL ADJUSTMENTS**

| PERCENTAGE | -10.85% | 36.74% | 27.80% | -0.04% | -25.00% | 54.73% | 6.43% | 41.90% |
| DOLLAR | ($0.58) | $1.40 | $1.06 | ($0.00) | ($1.61) | $1.27 | $0.37 | $1.68 |
| ADJUSTED PRICE | $4.74 | $5.20 | $4.86 | $5.50 | $4.83 | $3.59 | $6.12 | $5.68 |

**MEAN:** $5.06  
**MEDIAN:** $5.03
Sales Comparison Approach Conclusion (12.931 Acres)

Prior to adjusting the comparables for differences in conditions of sale, time, size, utilities and location, the sales prices of the comparables ranged from $3.87 per square foot up to $6.63 per unit, a difference of approximately 71%. After making adjustments to the comparables the sales ranged from $3.59 to $6.12 per square foot, a difference of 70%. The mean and median of these eight adjusted sales is $5.06 and $5.03 per square foot, respectively. All of the comparable sales were considered to contribute to the overall adjustment process. Therefore, I have considered a price per unit price of $5.00 per square foot to be considered reasonable for the subject 12.931 acre larger parcel. Using this unit value, the value of this larger parcel can be calculated as follows:

12.931 acres x 43,560 SF x $5.00/square foot = $2,816,372
## Comparable Land Sales (45.3395 Acres & 47.5871)

<table>
<thead>
<tr>
<th>Sale No.</th>
<th>Address/Name</th>
<th>Date of Sale</th>
<th>Sales Price</th>
<th>Size AC</th>
<th>Price/SF</th>
<th>Zoning</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>East line of Highway 183, north of LCRA Road, Leander</td>
<td>06/05/15</td>
<td>$1,601,745</td>
<td>36.771</td>
<td>$1.00</td>
<td>None</td>
<td>Property was purchased for future residential development known as &quot;Highlands Terrace&quot;. Water available, wastewater required extension from the north. Access from east line of Highway 183.</td>
</tr>
<tr>
<td>2</td>
<td>17601 West Ronald Reagan Blvd, Leander</td>
<td>08/04/16</td>
<td>$4,400,000</td>
<td>25.44</td>
<td>$3.97</td>
<td>GC-3-C</td>
<td>Intended for commercial mixed use development. Exiting improvements were considered interim and not to contribute to overall highest and best use. Water available, wastewater to be made available. Access from west line of Ronald Reagan Blvd. &amp; north line of CR 269.</td>
</tr>
<tr>
<td>3</td>
<td>East line of Ronald Reagan north of Sarita Drive, Leander</td>
<td>03/28/17</td>
<td>$2,250,000</td>
<td>16.140</td>
<td>$3.20</td>
<td>MF</td>
<td>Purchased for Multifamily development to be known as &quot;The Sarah Apartments&quot;. Access from east line of Ronald Reagan Blvd. All utilities available.</td>
</tr>
<tr>
<td>4</td>
<td>800 E. Old Settlers Boulevard, Round Rock</td>
<td>04/04/17</td>
<td>$8,015,040</td>
<td>46.000</td>
<td>$4.00</td>
<td>PUD</td>
<td>Purchased for mixed use development. All utilities available and extended to site. Frontage and Access from north line of Old Settlers Blvd.</td>
</tr>
<tr>
<td>5</td>
<td>Southwest corner of SH 45 &amp; Heatherwilde Blvd, Round Rock</td>
<td>05/25/17</td>
<td>$15,353,201</td>
<td>69.110</td>
<td>$5.10</td>
<td>CL4</td>
<td>Purchased for development of &quot;Living Spaces Furniture Store&quot;. All utilities available and extended to site. Access from SH-45 frontage, Heatherwilde Blvd &amp; Meister Lane.</td>
</tr>
<tr>
<td>7</td>
<td>13701 Hero Way</td>
<td>10/01/19</td>
<td>$720,000</td>
<td>18.5213</td>
<td>$0.89</td>
<td>SF</td>
<td>Purchased for proposed mixed use development. Municipal utilities required extension. Frontage and access via the north line of Hero Way.</td>
</tr>
<tr>
<td>Subject (Parent Tracts)</td>
<td>45.3395 Acres located along west line of Mel Mathis and east line of railway; 47.5871 Acres located along east line of Mel Mathis with additional frontage along west line of U.S. Highway 183-A.</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>Northline PUD</td>
<td>45.3395 Acres located along west line of Mel Mathis and frontage on east line of railway; 47.5871 Acres located along east line of Mel Mathis with additional frontage along west line of U.S. Highway 183-A; All utilities available.</td>
</tr>
</tbody>
</table>
Comparable Land Sales Map
The Adjustment Process

Included on the previous page is a summary of what we considered the most pertinent features of the comparable land sales used in the valuation of the subject site. In our research, we spoke to several real estate brokers familiar with the area and we attempted to assemble the most recent sales available of similar sized properties that developers acquired for similar development. The comparables used represent transactions which closed between June 2015 to October 2019, or within 54 months of the effective date of this appraisal.

In performing the Sales Comparison Approach, I determined whether adjustments to the sales prices are necessary for such variables as property rights conveyed, financing associated with the transactions, conditions of sale, or expenditures immediately after purchase. In the following paragraphs, I will discuss each of these variables as they relate to the comparables and the subject property. The adjustment grid included at the end of this section provides a summary of the actual percentage adjustments applied to the per unit prices of the comparables in deriving an estimate of the current market value of the 45.3395 acre & 47.8571 acre tract.

Property Rights Conveyed

The transaction price of a sale is always based on the real property interest conveyed. In the process of confirming the sales data, specific questions were asked concerning the terms of any existing leases and the impact they may have had on sales price. In the present analysis, all of the properties were comprised of vacant tracts of land or had minimal improvements on site which were not leased and or not considered to contribute to value given that these tract were purchased for development or redevelopment. As such, I have concluded that an adjustment for property rights conveyed was not necessary.

Financing

The next potential to be made in my analysis is for financing associated with the transactions. The comparables were reported as being cash sales where the purchaser obtained third-party financing or where owner financing was equivalent to market terms. As such, no adjustment was necessary.

Conditions of Sale

This category usually attempts to reflect the motivations of the buyer and seller. In many instances, the conditions surrounding a sale can greatly impact the final sales price, especially when one party is under duress. In other instances, a buyer may be willing to pay more for a property needed for assemblage purposes or for other reasons. None of the sales required an adjustment for conditions of sale.

Expenditures Immediately After Purchase

A knowledgeable buyer considers expenditures that will have to be made upon purchase of a property because costs affect the price the buyer agrees to pay. None of the sales had expenditures immediately after purchase. Therefore, no adjustment is necessary for expenditures after purchase.
Market Conditions/Time

The next variable examined was the change in market conditions since the sales dates of the comparables. This is commonly referred to as a time adjustment. A review of the sales dates of the comparables indicates all of the sales closed between June 2015 and October 2019, or within 54 months of the effective date of this appraisal. Thus, the question to answer is whether changes in market conditions over the last approximately 54 months’ merit adjustments to the sales prices of the comparables.

In my opinion, the most reliable method of determining an appropriate time adjustment is to examine the sale/resale of the same property, a technique which provides a clear indication of the increase or decrease in value since the first sale date. However, in the present analysis, no such resale data was provided.

Numerous sales were noted to have closed since the beginning on 2015. During this time period, commercial and residential development land within the Leander area has again begun to increase rapidly as the supply of developed land in Austin has become depleted. This is especially true along the US Highway 183-A corridor to the east of the subject, and the Ronald Reagan corridor further east of the subject, both of which have both seen rapid growth and development of both single family residential master planned communities with trailing supporting commercial oriented uses over the past several years. This is in turn supported by the transactional data, as well as the unadjusted land prices shown by the most recent transactions occurring between 2015 until the present. These most recent sales show demand has increased over the past few years. During this period, prices were believed to have increased. I have therefore applied a positive time adjustment of +0.5% per month (6%/year) for sales occurring during this active period. The matrix showing the market conditions adjustment applied is shown on the following page.
Size

The market typically exhibits an inverse relationship between price and size because of the principle of diminishing marginal returns (i.e. as size increases, price per square foot decreases and vice versa). This being the case we have chosen to rate the comparable sales as follows:

<table>
<thead>
<tr>
<th>Sale No.</th>
<th>Size (Acres)</th>
<th>Rating 45.3395 Acres</th>
<th>Rating 47.5871 Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>36.771</td>
<td>Very Sl. Superior (3.5)</td>
<td>Very Sl. Superior (3.5)</td>
</tr>
<tr>
<td>2</td>
<td>25.44</td>
<td>Sl. Superior (4.0)</td>
<td>Sl. Superior (4.0)</td>
</tr>
<tr>
<td>3</td>
<td>16.140</td>
<td>Sl. Superior (4.0)</td>
<td>Sl. Superior (4.0)</td>
</tr>
<tr>
<td>4</td>
<td>46.00</td>
<td>Similar (3.0)</td>
<td>Similar (3.0)</td>
</tr>
<tr>
<td>5</td>
<td>69.110</td>
<td>Sl. Inferior (2.0)</td>
<td>Sl. Inferior (2.0)</td>
</tr>
<tr>
<td>6</td>
<td>58.289</td>
<td>Very Sl. Inferior (2.5)</td>
<td>Very Sl. Inferior (2.5)</td>
</tr>
<tr>
<td>7</td>
<td>18.530</td>
<td>Slightly Superior (4.0)</td>
<td>Slightly Superior (4.0)</td>
</tr>
<tr>
<td>Subject</td>
<td>45.3395 Acres &amp; 47.5871 Acres</td>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>
The indicated matrix showing the ratings and pure pairings is summarized below.

<table>
<thead>
<tr>
<th>SALE NO.</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>RATING</td>
<td>3.5</td>
<td>4.0</td>
<td>4.0</td>
<td>3.0</td>
<td>2.0</td>
<td>2.5</td>
<td>4.0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PURE PAIRS</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>*****</td>
<td>5.50</td>
<td>3.80</td>
<td>-1.45</td>
<td>-0.52</td>
<td>-0.14</td>
<td>-0.58</td>
</tr>
<tr>
<td>2</td>
<td>*****</td>
<td>0.00</td>
<td>0.03</td>
<td>-0.10</td>
<td>1.50</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>3</td>
<td>*****</td>
<td>-0.21</td>
<td>-0.19</td>
<td>1.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>4</td>
<td>*****</td>
<td>-0.21</td>
<td>4.32</td>
<td>-0.81</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5</td>
<td>*****</td>
<td>-1.50</td>
<td>-0.42</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>6</td>
<td>-0.14</td>
<td>*****</td>
<td>-0.26</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>7</td>
<td>*****</td>
<td>*****</td>
<td>*****</td>
<td>*****</td>
<td>*****</td>
<td>*****</td>
<td>*****</td>
</tr>
</tbody>
</table>

Mean (Positive Values Only): 0.00 Range: -0.21 to 0.00

Please enter the estimated % of adjustment for variable one

Adjustment for one point = 15.00%

Price After 15.00% Adjustment for: Size

<table>
<thead>
<tr>
<th>SALE NO.</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>$1.18</td>
<td>$4.14</td>
<td>$3.20</td>
<td>$4.64</td>
<td>$6.77</td>
<td>$1.58</td>
<td>$0.79</td>
</tr>
</tbody>
</table>

Based upon the indicated ratings no pure pairings were available while the secondary pairings were mixed. However, given the relative size difference and the principle of diminishing marginal returns with regards to overall size of a tract in relation to price per unit, I have applied a 15% adjustment per point difference was applied to the comparable sales.

Utilities

The presence of water/wastewater lines of sufficient capacity within the immediate area to a site which allows for immediate development is considered superior and more valuable than to a site without such services. The subject property was noted to have municipal water and wastewater available to service the respective tracts. All of the comparable sales except sales One, Six and Seven were noted to have municipal utilities available at their respective dates of sale. Sales One and Six did not have wastewater and were rated as slightly inferior (2.0) while Sale Seven required water and wastewater extension and was rated as far inferior (1.0).

The indicated matrix showing the ratings and pure pairings is summarized on the following page:
Based upon the indicated ratings one pure pairing of 50% was available while the secondary pairings were mixed. However, given the cost to extend utilities to a site without utilities versus a site with utilities available in the immediate area or extended to the site, in my opinion the indicated pairing appears slightly high and I have therefore applied a 15% adjustment per point difference was applied to the comparable sales.

**Location**

In my analysis, I considered locational attributes which are perceived to affect the sales price of the land sales.

The 45.3395 acre “larger parcel” tract has frontage and access along the west line of Mel Mathis Blvd, railroad frontage along the western property boundary.

The 47.5871 acre “larger parcel” tract has frontage and access along the east line of Mel Mathis Blvd and west line of US Hwy 183A.

Both tract are located within an area of Leander undergoing new and proposed development bot retail, commercial, residential and special purpose (hospital). Given this as well as the ease of access to the subject tract this area is recently become is greater demand. The comparable sales were thereby rated to the subject tracts on the basis of overall location representing surrounding
Based upon these attributes we have rated the comparable sales as follows:

<table>
<thead>
<tr>
<th>Sale No.</th>
<th>Location</th>
<th>Location Rating 45.3395 Acres</th>
<th>Location Rating 47.5871 Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>East line of Highway 183, north of LCRA Road, Leander</td>
<td>Far Inferior (1.0)</td>
<td>Very Far Inferior (0.5)</td>
</tr>
<tr>
<td>2</td>
<td>17601 West Ronald Reagan Blvd, Leander</td>
<td>Sl. Superior (4.0)</td>
<td>Similar (3.0)</td>
</tr>
<tr>
<td>3</td>
<td>East line of Ronald Reagan north of Sarita Drive, Leander</td>
<td>Very Sl. Superior (3.5)</td>
<td>Very Sl. Inferior (2.5)</td>
</tr>
<tr>
<td>4</td>
<td>800 E. Old Settlers Boulevard, Round Rock</td>
<td>Very Sl. Superior (3.5)</td>
<td>Similar (3.0)</td>
</tr>
<tr>
<td>5</td>
<td>Southwest corner of SH 45 &amp; Heatherwilde Blvd, Round Rock</td>
<td>Far Superior (5.0)</td>
<td>Very Sl. Superior (4.5)</td>
</tr>
<tr>
<td>6</td>
<td>18130 Ronald Reagan Blvd., Leander</td>
<td>Far Inferior (1.0)</td>
<td>Very Far Inferior (0.5)</td>
</tr>
<tr>
<td>7</td>
<td>13701 Hero Way</td>
<td>Far Inferior (1.0)</td>
<td>Very Far Inferior (0.5)</td>
</tr>
</tbody>
</table>

The indicated matrix showing the ratings and pure pairings is summarized below:

### 45.3395 Acre Tract Adjustment Grid

#### ADJUSTMENT FOR VARIABLE 3: Location

<table>
<thead>
<tr>
<th>SALE NO.</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>RATING</td>
<td>1.0</td>
<td>4.0</td>
<td>3.5</td>
<td>3.5</td>
<td>5.0</td>
<td>1.0</td>
<td>1.0</td>
</tr>
</tbody>
</table>

#### SECONDARY PAIRS

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>*****</td>
<td>0.68</td>
<td>0.54</td>
<td>0.97</td>
<td>1.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2</td>
<td>0.68</td>
<td>*****</td>
<td>0.59</td>
<td>-0.21</td>
<td>0.64</td>
<td>0.43</td>
</tr>
<tr>
<td>3</td>
<td>0.54</td>
<td>0.59</td>
<td>*****</td>
<td>*****</td>
<td>0.00</td>
<td>0.74</td>
</tr>
<tr>
<td>4</td>
<td>0.97</td>
<td>-0.21</td>
<td>0.00</td>
<td>*****</td>
<td>0.31</td>
<td>0.62</td>
</tr>
<tr>
<td>5</td>
<td>1.00</td>
<td>0.64</td>
<td>0.74</td>
<td>0.31</td>
<td>*****</td>
<td>0.68</td>
</tr>
<tr>
<td>6</td>
<td>0.00</td>
<td>0.43</td>
<td>0.30</td>
<td>0.62</td>
<td>0.68</td>
<td>*****</td>
</tr>
<tr>
<td>7</td>
<td>0.00</td>
<td>1.02</td>
<td>0.85</td>
<td>1.42</td>
<td>1.41</td>
<td>0.00</td>
</tr>
</tbody>
</table>

#### MEAN (POSITIVE VALUES ONLY):

| 0.76 | RANGE: -0.21 TO 1.42 |

#### PLEASE ENTER THE ESTIMATED % OF ADJUSTMENT FOR VARIABLE THREE

**ADJUSTMENT FOR ONE POINT =** 35.00%

#### Price After 35.00% Adjustment for: Location

<table>
<thead>
<tr>
<th>SALE NO.</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>$2.31</td>
<td>$3.07</td>
<td>$2.72</td>
<td>$3.95</td>
<td>$3.98</td>
<td>$3.09</td>
<td>$1.74</td>
</tr>
</tbody>
</table>
47.5871 Acre Tract Adjustment Grid

<table>
<thead>
<tr>
<th>SALE NO.</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>RATING</td>
<td>0.5</td>
<td>3.0</td>
<td>2.5</td>
<td>3.0</td>
<td>4.5</td>
<td>0.5</td>
<td>0.5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PURE PAIRS</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ****** 0.82</td>
<td>0.68</td>
<td>0.97</td>
<td>1.00</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 ****** 0.59</td>
<td>0.00</td>
<td>0.42</td>
<td>0.51</td>
<td>1.22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>0.82</td>
<td>0.68</td>
<td>0.56</td>
<td>0.31</td>
<td>******</td>
<td>0.68</td>
<td>1.41</td>
</tr>
<tr>
<td>4</td>
<td>0.68</td>
<td>0.59</td>
<td>******</td>
<td>0.90</td>
<td>0.56</td>
<td>0.38</td>
<td>1.07</td>
</tr>
<tr>
<td>5</td>
<td>0.97</td>
<td>0.00</td>
<td>0.90</td>
<td>******</td>
<td>0.31</td>
<td>0.62</td>
<td>1.42</td>
</tr>
<tr>
<td>6</td>
<td>1.00</td>
<td>0.42</td>
<td>0.56</td>
<td>0.31</td>
<td>******</td>
<td>0.68</td>
<td>1.41</td>
</tr>
<tr>
<td>7</td>
<td>0.00</td>
<td>1.22</td>
<td>1.07</td>
<td>1.42</td>
<td>1.41</td>
<td>0.00</td>
<td>******</td>
</tr>
</tbody>
</table>

**SECONDARY PAIRS**

| MEAN (POSITIVE VALUES ONLY): | 0.80 | RANGE: | 0.00 | TO | 1.42 |

**PLEASE ENTER THE ESTIMATED % OF ADJUSTMENT FOR VARIABLE THREE**

**ADJUSTMENT FOR ONE POINT =** 35.00%

<table>
<thead>
<tr>
<th>PRICE After 35.00% Adjustment for: Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>SALE NO.</td>
</tr>
<tr>
<td>PRICE</td>
</tr>
</tbody>
</table>

Based on the ratings applied to the 45.3395 acre tract there were 16 pure pairings ranging from 30% to 141% per point difference. Based on the ratings applied to the 47.5871 acre tract there were 17 pure pairings ranging from 31% to 142% per point difference. Given all of these I have chosen to apply an adjustment towards the lower end of the respective ranges of 35% per point difference for location.
**Final Adjustment Grid (45.3395 Acre “Larger Parcel”)**

The following table summarizes the adjustments to the comparable sales. It should be noted that downward adjustments reflect a changing base. This is done in order to keep all dollar amount adjustments consistent, being either upward or downward adjustments. For example, an adjustment from $8 up to $10 equates to 25%. However, an adjustment from $10 to $8 equates to a downward adjustment of -20%.

<table>
<thead>
<tr>
<th>SALE NO.</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>SALES PRICE</td>
<td>$1.00</td>
<td>$3.97</td>
<td>$3.20</td>
<td>$4.00</td>
<td>$5.10</td>
<td>$1.30</td>
<td>$0.89</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Time</th>
<th>54.0</th>
<th>40.0</th>
<th>30.0</th>
<th>32.0</th>
<th>31.0</th>
<th>26.0</th>
<th>3.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ Adjustment</td>
<td>$0.27</td>
<td>$0.79</td>
<td>$0.48</td>
<td>$0.64</td>
<td>$0.79</td>
<td>$0.17</td>
<td>$0.01</td>
</tr>
<tr>
<td>Adj. Price</td>
<td>$1.27</td>
<td>$4.76</td>
<td>$3.68</td>
<td>$4.64</td>
<td>$5.89</td>
<td>$1.47</td>
<td>$0.90</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Size</th>
<th>3.5</th>
<th>4.0</th>
<th>4.0</th>
<th>3.0</th>
<th>2.0</th>
<th>2.5</th>
<th>4.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADJUSTMENT</td>
<td>-6.98%</td>
<td>-13.04%</td>
<td>-13.04%</td>
<td>0.00%</td>
<td>15.00%</td>
<td>7.50%</td>
<td>-13.04%</td>
</tr>
<tr>
<td>$ ADJUSTM.</td>
<td>-$0.09</td>
<td>-$0.62</td>
<td>-$0.48</td>
<td>$0.00</td>
<td>$0.88</td>
<td>$0.11</td>
<td>-$0.12</td>
</tr>
<tr>
<td>ADJ. PRICE</td>
<td>$1.18</td>
<td>$4.14</td>
<td>$3.20</td>
<td>$4.64</td>
<td>$6.77</td>
<td>$1.58</td>
<td>$0.79</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utilities</th>
<th>2.0</th>
<th>3.0</th>
<th>3.0</th>
<th>3.0</th>
<th>3.0</th>
<th>2.0</th>
<th>1.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADJUSTMENT</td>
<td>15.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>15.00%</td>
<td>30.00%</td>
</tr>
<tr>
<td>$ ADJUSTM.</td>
<td>$0.18</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.24</td>
<td>$0.24</td>
</tr>
<tr>
<td>ADJ. PRICE</td>
<td>$1.36</td>
<td>$4.14</td>
<td>$3.20</td>
<td>$4.64</td>
<td>$6.77</td>
<td>$1.82</td>
<td>$1.02</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location</th>
<th>1.0</th>
<th>4.0</th>
<th>3.5</th>
<th>3.5</th>
<th>5.0</th>
<th>1.0</th>
<th>1.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADJUSTMENT</td>
<td>70.00%</td>
<td>-25.93%</td>
<td>-14.89%</td>
<td>-14.89%</td>
<td>-41.18%</td>
<td>70.00%</td>
<td>70.00%</td>
</tr>
<tr>
<td>$ ADJUSTM.</td>
<td>$0.95</td>
<td>-$1.07</td>
<td>-$0.48</td>
<td>-$0.69</td>
<td>-$2.79</td>
<td>$1.27</td>
<td>$0.71</td>
</tr>
<tr>
<td>ADJ. PRICE</td>
<td>$2.31</td>
<td>$3.07</td>
<td>$2.72</td>
<td>$3.95</td>
<td>$3.98</td>
<td>$3.09</td>
<td>$1.74</td>
</tr>
</tbody>
</table>

**TOTAL ADJUSTMENTS**

| PERCENTAGE | 130.96% | -22.71% | -14.89% | -1.28% | -21.87% | 137.48% | 95.06% |
| DOLLAR | $1.31 | ($0.90) | ($0.48) | ($0.05) | ($1.12) | $1.79 | $0.85 |

| ADJUSTED PRICE | $2.31 | $3.07 | $2.72 | $3.95 | $3.98 | $3.09 | $1.74 |
| MEAN: | $2.98 |
| MEDIAN: | $3.07 |
**Sales Comparison Approach Conclusion (45.3395 Acres)**

Prior to adjusting the comparables for differences in time, size, utilities and location, the sales prices of the comparables ranged from $0.89 per square foot up to $5.10 per unit, a difference of approximately 473%. After making adjustments to the comparables the sales ranged from $1.74 to $3.98 per square foot, a difference of 129%. The mean and median of these seven adjusted sales is $2.98 and $3.07 per square foot, respectively. All of the comparable sales were considered to contribute overall to the adjustment process. Therefore, I have considered a price per unit price of $3.05 per square foot to be considered reasonable for the subject 45.3395 acre larger parcel. Using this unit value, the value of this larger parcel can be calculated as follows:

\[
45.3395 \text{ acres} \times 43,560 \text{ SF} \times $3.05/\text{square foot} = $6,023,715
\]
**Final Adjustment Grid (47.5871 Acre “Larger Parcel”)**

The following table summarizes the adjustments to the comparable sales. It should be noted that downward adjustments reflect a changing base. This is done in order to keep all dollar amount adjustments consistent, being either upward or downward adjustments. For example, an adjustment from $8 up to $10 equates to 25%. However, an adjustment from $10 to $8 equates to a downward adjustment of -20%.

<table>
<thead>
<tr>
<th>FINAL ADJUSTMENT GRID</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAST: 54 MONTHS AT 0.50 % PER MONTH</td>
</tr>
<tr>
<td>PRECEDING: 0 MONTHS AT 0.00 % PER MONTH</td>
</tr>
<tr>
<td>PRECEDING MONTHS: 0 MONTHS AT 0.00 % PER MONTH</td>
</tr>
<tr>
<td>SALE NO.</td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td>SALES PRICE</td>
</tr>
<tr>
<td>Time</td>
</tr>
<tr>
<td>$ Adjustment</td>
</tr>
<tr>
<td>Adj. Price</td>
</tr>
<tr>
<td>Size</td>
</tr>
<tr>
<td>ADJUSTMENT</td>
</tr>
<tr>
<td>$ ADJUST.</td>
</tr>
<tr>
<td>ADJ. PRICE</td>
</tr>
<tr>
<td>Utilities</td>
</tr>
<tr>
<td>ADJUSTMENT</td>
</tr>
<tr>
<td>$ ADJUST.</td>
</tr>
<tr>
<td>ADJ. PRICE</td>
</tr>
<tr>
<td>Location</td>
</tr>
<tr>
<td>ADJUSTMENT</td>
</tr>
<tr>
<td>$ ADJUST.</td>
</tr>
<tr>
<td>ADJ. PRICE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL ADJUSTMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERCENTAGE</td>
</tr>
<tr>
<td>DOLLAR</td>
</tr>
<tr>
<td>ADJUSTED PRICE</td>
</tr>
<tr>
<td>MEAN:</td>
</tr>
<tr>
<td>MEDIAN:</td>
</tr>
</tbody>
</table>
Sales Comparison Approach Conclusion (47.5871 Acres)

Prior to adjusting the comparables for differences in time, size, utilities and location, the sales prices of the comparables ranged from $0.89 per square foot up to $5.10 per unit, a difference of approximately 473%. After making adjustments to the comparables the sales ranged from $1.91 to $4.64 per square foot, a difference of 143%. The mean and median of these seven adjusted sales is $3.55 and $3.76 per square foot, respectively. All of the comparable sales were considered to contribute overall to the adjustment process. Therefore, I have considered a price per unit price of $3.65 per square foot to be considered reasonable for the subject 47.5871 acre larger parcel. Using this unit value, the value of this larger parcel can be calculated as follows:

\[47.5871 \text{ acres} \times 43,560 \text{ SF} \times \$3.65/\text{square foot} = \$7,566,063\]
VALUATION ANALYSIS “AFTER” SCENARIOS

ASSEMBLAGE OF SURROUNDING 9.85 ACRE, 12.931 ACRE, 45.3395 ACRE & 47.5871 ACRE LARGER PARCELS WITH SUBJECT TRACTS

As previously discussed, the above referenced various right of way segments are to be vacated. The subject tracts will thereby have the highest net return to the land once they are conveyed and assembled with their respective adjoining tracts of land. The previous section has provided an indication of the price per square foot of the various respective adjoining tract of land which will then be applied to the various right-of-way segments. Based upon this I have concluded with an “as is” opinion of value of the various entire assembled sites and tracts. These are described below as follows:

**9.85 Acre Larger Parcel**

The right-of-way tracts to be vacated located adjacent to the defined 9.85 acre larger parcel represent Part 1 (233 SF) of the 556 SF right of way & Part 1 (1,009 SF) of the 54,292 SF right of way. Should the existing right of way segments be vacated, they would be incorporated into this adjacent surrounding property. As previously discussed, the estimated per unit value of the 9.85 acre larger parcel was calculated to $5.50/SF or $2,359,863.

Based upon this unit value, the fee simple value of the above right of way segments to be conveyed to the abutting property owner can also be valued in the following manner:

\[
\begin{align*}
233 \text{ SF} \times \$5.50/\text{SF} &= \$1,282 \\
1,009 \text{ SF} \times \$5.50/\text{SF} &= \$5,550 \\
\text{Total} &= \$6,832
\end{align*}
\]

Based upon these values, the fee simple value of the subject’s right-of-way segments can also be calculated as follows:

\[
\begin{align*}
\text{Value of Assembled 9.8785 acre Tract} &= \$2,366,691 \\
\text{Value of Adjacent 9.85 acre Tract} &= \$2,359,863 \\
\text{Value of Tracts to Be Conveyed} &= \$6,828^* \\
\end{align*}
\]

*It should be noted, the $4 dollar difference as shown above is a result of rounding. For the purposes of this appraisal, I have utilized $6,832 above as a result of the direct calculation of the area to be vacated.

**12.931 Acre Larger Parcel**

The right-of-way tracts to be vacated located adjacent to the defined 12.931 acre larger parcel represent Part 2 (323 SF) of the 556 SF right of way & Part 2 (1,100 SF) of the 54,292 SF right of way. Should the existing right of way segments be vacated, they would be incorporated into this adjacent surrounding property. As previously discussed, the estimated per unit value of the 12.931 acre larger parcel was calculated to $5.00/SF or $2,816,372.
Based upon this unit value, the fee simple value of the above right of way segments to be conveyed to the abutting property owner can also be valued in the following manner:

\[
\begin{align*}
323 \text{ SF} \times \$5.00/\text{SF} &= \$1,615 \\
1,100 \text{ SF} \times \$5.00/\text{SF} &= \$5,500 \\
\text{Total} &= 7,115
\end{align*}
\]

Based upon these values, the fee simple value of the subject’s right-of-way segments can also be calculated as follows:

\[
\begin{align*}
\text{Value of Assembled 12.9637 acre Tract} &= \$2,823,494 \\
\text{Value of Adjacent 12.931 acre Tract} &= (\$2,816,372) \\
\text{Value of Tracts to Be Conveyed} &= \$7,122^* \\
\end{align*}
\]

*It should be noted, the $7 dollar difference as shown above is a result of rounding. For the purposes of this appraisal, I have utilized $7,115 above as a result of the direct calculation of the area to be vacated.

**45.3395 Acre Larger Parcel**

The right-of-way tracts to be vacated located adjacent to the defined 45.3395 acre larger parcel represent the 14,712 SF right of way & Parts 3 (33,208 SF), Part 5 (5,464 SF) & Part 7 (5,902 SF) of the 54,292 SF right of way. Should the existing right of way segments be vacated, they would be incorporated into this adjacent surrounding property. As previously discussed, the estimated per unit value of the 45.3395 acre larger parcel was calculated to $3.05/SF or $6,023,715.

Based upon this unit value, the fee simple value of the above right of way segments to be conveyed to the abutting property owner can also be valued in the following manner:

\[
\begin{align*}
14,712 \text{ SF} \times \$3.05/\text{SF} &= \$44,872 \\
33,208 \text{ SF} \times \$3.05/\text{SF} &= \$101,284 \\
5,464 \text{ SF} \times \$3.05/\text{SF} &= \$16,665 \\
5,902 \text{ SF} \times \$3.05/\text{SF} &= \$18,001 \\
\text{Total} &= 180,822
\end{align*}
\]

Based upon these values, the fee simple value of the subject’s right-of-way segments can also be calculated as follows:

\[
\begin{align*}
\text{Value of Assembled 46.7005 acre Tract} &= \$6,204,535 \\
\text{Value of Adjacent 45.3395 acre Tract} &= (\$6,023,715) \\
\text{Value of Tracts to Be Conveyed} &= \$180,820^* \\
\end{align*}
\]

*It should be noted, the $2 dollar difference as shown above is a result of rounding. For the purposes of this appraisal, I have utilized $180,822 above as a result of the direct calculation of
the area to be vacated.

**47.5871 Acre Larger Parcel**

The right-of-way tracts to be vacated located adjacent to the defined 47.5871 acre larger parcel represent Parts 4 (3,541 SF) and Part 6 (4,068 SF) of the 54,292 SF right of way. Should the existing right of way segments be vacated, they would be incorporated into this adjacent surrounding property. As previously discussed, the estimated per unit value of the 47.5871 acre larger parcel was calculated to $3.65/SF or $7,566,063.

Based upon this unit value, the fee simple value of the above right of way segments to be conveyed to the abutting property owner can also be valued in the following manner:

\[
\begin{align*}
3,541\text{ SF} \times \$3.65/\text{SF} &= \$12,925 \\
4,068\text{ SF} \times \$3.65/\text{SF} &= \$14,848 \\
\text{Total} &= \$27,773
\end{align*}
\]

Based upon these values, the fee simple value of the subject’s right-of-way segments can also be calculated as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value of Assembled 47.7618 acre Tract</td>
<td>$7,593,840</td>
</tr>
<tr>
<td>Value of Adjacent 47.5871 acre Tract</td>
<td>($7,566,063)</td>
</tr>
<tr>
<td>Value of Tracts to Be Conveyed</td>
<td>$27,777*</td>
</tr>
</tbody>
</table>

*It should be noted, the $4 dollar difference as shown above is a result of rounding. For the purposes of this appraisal, I have utilized $27,773 above as a result of the direct calculation of the area to be vacated.*
**Conclusions**

The subject property represents right of way segments to be vacated containing 14,712 SF, 54,292 SF and 556 SF. The following is a summary of the market value opinion of the various right of way segments as of December 19, 2019

**14,712 SF ROW**

FORTY FOUR THOUSAND EIGHT HUNDRED SEVENTY TWO DOLLARS
($44,872)

**54,292 SF ROW**

Part 1 (1,009 SF) = $5,550  
Part 2 (1,100 SF) = $5,500  
Part 3 (33,208 SF) = $101,284  
Part 4 (3,541 SF) = $12,925  
Part 5 (5,464 SF) = $16,665  
Part 6 (4,068 SF) = $14,848  
Part 7 (5,902 SF) = $18,001  
Total 54,292 = $174,773

ONE HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED SEVENTY THREE DOLLARS
($174,773)

**556 SF ROW**

Part 1 (233 SF) = $1,282  
Part 2 (323 SF) = $1,615  
Total 556 SF = $2,897

TWO THOUSAND EIGHT HUNDRED NINETY SEVEN DOLLARS
($2,897)
Certification Statement
We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- We certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- We have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- Reed P. Coleman, MAI has made an inspection of the subject property.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I, Reed P. Coleman, MAI, have completed the continuing education program for Designated Members of the Appraisal Institute.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), we have made the following value conclusion(s):

The following is a summary of the market value opinion of the rights being conveyed as a result of the 14,712 SF, 54,292 SF and 556 SF right of way segments to be conveyed as of December 19, 2019

14,712 SF ROW

FORTY FOUR THOUSAND EIGHT HUNDRED SEVENTY TWO DOLLARS ($44,872)

54,292 SF ROW

ONE HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED SEVENTY THREE DOLLARS ($174,773)

556 SF ROW

TWO THOUSAND EIGHT HUNDRED NINETY SEVEN DOLLARS ($2,897)

The market exposure time preceding December 19, 2019 would have been 12 months and the estimated marketing period as of December 19, 2019 is 12 months.

Respectfully submitted,

SOUTHWEST REALTY ADVISORS, LLC

Reed P. Coleman, MAI
State Certified General Real Estate Appraiser
TX-1336803-G
QUALIFICATIONS OF REED P. COLEMAN, MAI

Reed Coleman has been involved in various aspects of the real estate profession since 2000 including Brokerage, Property Tax Services, and Appraisal. Mr. Coleman is the President of Southwest Realty Advisors, LLC, with offices at 13785 Highway 183, Suite 125, Austin, Texas.

Education

Bachelor of Business Administration
Texas Tech University, Lubbock, Texas, 2002
Areas of Concentration: Business Management

Real Estate Course Work

Law of Agency
Law of Contracts
Real Estate Principles I
Real Estate Principles II
Principles of Commercial Real Estate
Property Management
Commercial Sales and Exchanges
Buyer’s Agent

Appraisal Institute Courses:

Real Estate Appraisal Principles 110
Real Estate Appraisal Procedures 120
Basic Income Capitalization 310
Uniform Standards of Professional Appraisal Practice 410
Advanced Income Capitalization 510
General Market Analysis & Highest and Best Use 520
Advanced Sales Comparison & Cost Approaches 530
Report Writing and Valuation Analysis 540
Advanced Applications 550

Professional Memberships

Member Appraisal Institute (MAI), Appraisal Institute - Certificate No. 13327
Texas State Certified General Real Estate Appraiser - Certificate No. TX-1336803-G
Texas Real Estate Broker’s License No. 0521553
ADDENDA
COMPARABLE LAND SALES
12.931 Acre & 9.85 Acre Tracts
Land Sale No. 1

Property Identification
Record ID  137
Property Type  Vacant Land, Commercial
Address  801, 825, 851 & 1100 Whitestone Blvd., Cedar Park, Williamson County, Texas
Location  Wraps northeast corner of Whitestone Blvd (FM 1431 & Bagdad Road in Cedar Park
Tax ID  R489797, R489798, R489799, R489800
Market Type  CP/L

Sale Data
Grantor  Bagdad, Ltd.
Grantee  Cedar Park Plaza, LP
Sale Date  June 30, 2017
Deed Book/Page  Instrument No. 2017060582
Property Rights  Fee Simple
Financing  Cash to Seller
Verification  Henry Mayes (Broker); 512-219-1330, October 26, 2017

Sale Price  $1,800,000
Cash Equivalent  $1,800,000

Land Data
Zoning  GR - General Retail
Topography  Generally Level
Utilities  All available
Shape  Irregular
Flood Info  None
Access  Via FM 1431 & Bagdad Rd
School  Leander ISD

Land Size Information
Gross Land Size  7.762 Acres or 338,117 SF
Front Footage  460 ft Whitestone (FM 1431); 240 ft Bagdad Road;

Indicators
Sale Price/Gross Acre  $231,896
Sale Price/Gross SF  $5.32

Legal Description
Purchased for Proposed Retail Center

Remarks
Legal: Lots 1, 2, 3 & 4 FM 1431 at Bagdad Road, Williamson County, Texas
**Land Sale No. 2**

<table>
<thead>
<tr>
<th>Property Identification</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Record ID</td>
<td>646</td>
</tr>
<tr>
<td>Property Type</td>
<td>Vacant Land, Condominiums</td>
</tr>
<tr>
<td>Address</td>
<td>Leander, Williamson County, Texas</td>
</tr>
<tr>
<td>Location</td>
<td>East Line of U.S. Highway 183-A, north of Huddleston Road</td>
</tr>
<tr>
<td>Tax ID</td>
<td>R576406</td>
</tr>
<tr>
<td>MSA</td>
<td>Austin/San Marcos</td>
</tr>
<tr>
<td>Market Type</td>
<td>CP/L</td>
</tr>
</tbody>
</table>

**Sale Data**

| Grantor                  | Jean Baptiste Ltd |
| Grantee                  | HC Alexander Place LLC C/O Hopper Communities Inc |
| Sale Date                | December 13, 2018 |
| Deed Book/Page           | Instrument No. 201809415 |
| Property Rights          | Fee Simple |
| Conditions of Sale       | Cash to Seller |
| Verification             | Christine (assistant to listing agent Josh Cook with Cook Real Estate); 512-656-2964, January 10, 2020 |

| Sale Price               | $2,295,873 calculated |
| Cash Equivalent          | $2,295,873 |

**Land Data**

| Zoning                   | PUD |
| Topography               | Generally Level |
| Utilities                | All Available |
| Shape                    | Irregular |
**Land Sale No. 2 (Cont.)**

<table>
<thead>
<tr>
<th><strong>Flood Info</strong></th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Access</strong></td>
<td>Via north line of Huddleston &amp; East line of US Hwy 183-A</td>
</tr>
<tr>
<td><strong>School</strong></td>
<td>Leander ISD</td>
</tr>
<tr>
<td><strong>Easements</strong></td>
<td>Typical PUE's</td>
</tr>
</tbody>
</table>

**Land Size Information**

<table>
<thead>
<tr>
<th><strong>Gross Land Size</strong></th>
<th>13.870 Acres or 604,177 SF</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Front Footage</strong></td>
<td>270 ft west line of US Hwy 183-A; 450 ft north line of Huddleston Rd;</td>
</tr>
</tbody>
</table>

**Indicators**

<table>
<thead>
<tr>
<th><strong>Sale Price/Gross Acre</strong></th>
<th>$165,528</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sale Price/Gross SF</strong></td>
<td>$3.80</td>
</tr>
</tbody>
</table>

**Legal Description**

13.87 Acres out of the William Mansil Survey, Abstract No. 437, Williamson County, Texas

**Remarks**

The property was vacant at the time of sale. All utilities available to service site. Purchased for proposed single family detached condo development. Frontage and access from Huddleston Road and east line of U.S. Highway 183-A.
Land Sale No. 3

**Property Identification**
- **Record ID**: 326
- **Property Type**: Vacant Land, Church
- **Address**: 18880 E. Crystal Falls Parkway, Leander, Williamson County, Texas
- **Location**: South line of E. Crystal Falls Parkway, west of Ronald Reagan, east of Hwy 183-A
- **Tax ID**: R031202, R031203, R432777
- **MSA**: Austin/San Marcos
- **Market Type**: CP/L

**Sale Data**
- **Grantor**: Cathy Lynne Broun
- **Grantee**: Northpoint Austin
- **Sale Date**: November 27, 2018
- **Deed Book/Page**: Instrument # 2018104272
- **Property Rights**: Fee Simple
- **Financing**: Cash To Seller
- **Verification**: Tammy Walker (Listing Agent) ABOR MLS; 512-947-1515

**Sale Price**: $1,752,942
**Cash Equivalent**: $1,752,942
Land Sale No. 3 (Cont.)

**Land Data**

- **Zoning**: SFS, Single Family Suburban, See Comments
- **Topography**: Generally Level
- **Utilities**: Municipal Water available, No WW
- **Shape**: rectangular
- **Flood Info**: None
- **Access**: Via south line of E. Crystal Falls Parkway
- **School**: Leander ISD
- **Easements**: Typical PUE's

**Land Size Information**

- **Gross Land Size**: 10.590 Acres or 461,300 SF
- **Front Footage**: 515 ft along south line of E. Crystal Falls Pkwy;

**Indicators**

- **Sale Price/Gross Acre**: $165,528
- **Sale Price/Gross SF**: $3.80

**Remarks**

Property is currently zoned SFS (Single Family Suburban) by City of Leander. However per FLU, Future Land Use map for City of Leander, the property is located in the Mixed use corridor which permits higher intensity residential development falling under the SFL, SFT & TF zoning designations as well as LO & LC. The intended use was for development of a Church "Northpoint Austin". Property is surrounded by a mix of residential subdivision, scattered commercial and office and across from Rouse High School.

Legal 10.59 acres out of the W. Campbell Survey, Abstract No. 3
## Land Sale No. 4

### Property Identification
- **Record ID**: 647
- **Property Type**: Vacant Land, Day Care
- **Address**: 400 Bagdad Road, Leander, Texas, Leander, Williamson County, Texas
- **Location**: 1 tract south of Municipal Drive, east of Bagdad
- **Tax ID**: R031356
- **MSA**: Austin/San Marcos
- **Market Type**: CP/L

### Sale Data
- **Grantor**: Sherrie Mciver & Sally Ochsner & Cynthia Hawkes
- **Grantee**: Initus Ventures, LLC
- **Sale Date**: March 13, 2019
- **Deed Book/Page**: Instrument No. 2019023235
- **Property Rights**: Fee Simple
- **Conditions of Sale**: Cash to Seller
- **Verification**: Wade Funk (Listing Agent); 512-705-9722, January 09, 2020
- **Sale Price**: $965,507 calculated
- **Cash Equivalent**: $965,507

### Land Data
- **Zoning**: LC, Commercial
- **Topography**: Generally Level
- **Utilities**: All Available
- **Shape**: Rectangular
- **Flood Info**: None
- **Access**: Via East line of Bagdad Road
School: Leander ISD
Easements: Typical PUE's

Land Size Information:
Gross Land Size: 4.030 Acres or 175,547 SF
Front Footage: 243 ft east line of Bagdad Road;

Indicators:
Sale Price/Gross Acre: $239,580
Sale Price/Gross SF: $5.50

Legal Description:
4.03 Acres out of the E.D. Harmon Survey, Abstract No. 6, Williamson County, Texas

Remarks:
Property has all utilities available to site. Purchased for development of a Montessori School. Frontage and Access along east line of Bagdad Road.
### Property Identification

<table>
<thead>
<tr>
<th>Record ID</th>
<th>455</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Type</td>
<td>Vacant Land, Commercial</td>
</tr>
<tr>
<td>Address</td>
<td>14200 Ronald Reagan Blvd, Cedar Park, Williamson County, Texas</td>
</tr>
<tr>
<td>Location</td>
<td>East line of Ronald Reagan Blvd, Across from CR 180, South of Caballo Ranch and north of Little Valley Rd</td>
</tr>
<tr>
<td>Tax ID</td>
<td>R031490</td>
</tr>
<tr>
<td>MSA</td>
<td>Austin/San Marcos</td>
</tr>
<tr>
<td>Market Type</td>
<td>CP/L</td>
</tr>
</tbody>
</table>

### Sale Data

<table>
<thead>
<tr>
<th>Grantor</th>
<th>Peggy Ann Rauhut</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee</td>
<td>Ram Gudipalli</td>
</tr>
<tr>
<td>Sale Date</td>
<td>May 09, 2019 contract closing date</td>
</tr>
<tr>
<td>Deed Book/Page</td>
<td>Not yet recorded</td>
</tr>
<tr>
<td>Property Rights</td>
<td>Fee Simple</td>
</tr>
<tr>
<td>Conditions of Sale</td>
<td>Financing in amount of $275,000 rest cash</td>
</tr>
<tr>
<td>Financing</td>
<td>Cash to Seller</td>
</tr>
<tr>
<td>Verification</td>
<td>Review of Contract; March 26, 2019; Confirmed by Reed Coleman</td>
</tr>
</tbody>
</table>

| Sale Price         | $1,450,000 |
| Cash Equivalent    | $1,450,000 |
## Land Data

<table>
<thead>
<tr>
<th>Land Data</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Zoning</strong></td>
<td>LB Local Business City of Cedar Park, Commercial</td>
</tr>
<tr>
<td><strong>Topography</strong></td>
<td>Gradually sloping to east</td>
</tr>
<tr>
<td><strong>Utilities</strong></td>
<td>All municipal utilities available along Ronald Reagan Blvd</td>
</tr>
<tr>
<td><strong>Dimensions</strong></td>
<td>285' x 740'</td>
</tr>
<tr>
<td><strong>Shape</strong></td>
<td>rectangular</td>
</tr>
<tr>
<td><strong>Flood Info</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Access</strong></td>
<td>Via east line of Ronald Reagan Blvd, north line of Little Valley Road</td>
</tr>
<tr>
<td><strong>School</strong></td>
<td>Leander ISD</td>
</tr>
<tr>
<td><strong>Easements</strong></td>
<td>Typical PUE's</td>
</tr>
</tbody>
</table>

## Land Size Information

<table>
<thead>
<tr>
<th>Land Size Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Gross Land Size</strong></td>
<td>5.172 Acres or 225,292 SF</td>
</tr>
<tr>
<td><strong>Front Footage</strong></td>
<td>285 ft Ronald Reagan; 740 ft Little Valley Road;</td>
</tr>
</tbody>
</table>

## Indicators

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sale Price/Gross Acre</strong></td>
<td>$280,356</td>
</tr>
<tr>
<td><strong>Sale Price/Gross SF</strong></td>
<td>$6.44</td>
</tr>
</tbody>
</table>

## Legal Description

5.172 Acres out of the J.D. Anderson Survey, Abstract No. 16, Williamson County, Texas

## Remarks

Intended for Office Condos. All municipal utilities available to site located along Ronald Reagan Blvd. Property zoned "LB" Local Business by City of Cedar Park.
Land Sale No. 6

Property Identification
Record ID 496
Property Type Vacant Land, Commercial Development
Address 5300 CR 279 (Bagdad Road), Leander, Williamson County, Texas 78641
Location West line of CR 279 (Bagdad Road), across from San Gabriel Parkway
Tax ID R031631 & R031632 & R381978
User 1 Rural Residential
User 2 Commercial Development
MSA Austin/San Marcos
Market Type CP/L

Sale Data
Grantor Ben David Alley Trust et al. & Larry Cope & Barbara Nell
Grantee Decker Madison Ltd
Sale Date May 31, 2019
Deed Book/Page Instrument No. 2019048523
Recorded Plat No. 2019047888
Property Rights Fee Simple
Conditions of Sale Arm's Length Transaction
Financing Cash to Seller
Verification Jeff Mayes; Listing Agent; (512) 219-1330, January 09, 2020;
Other sources: Henry Mayes, Confirmed by Keith Bodungen
Land Sale No. 6 (Cont.)

Sale Price  $1,100,000  
Cash Equivalent  $1,100,000

Land Data
Zoning  SFR - Single Family Rural & ETJ, Residential  
Topography  Basically level  
Utilities  Water along frontage but no wastewater  
Shape  Irregular  
Flood Info  None  
Access  from CR 279 (Bagdad Road)  
School  Leander ISD  
Easements  None adverse noted

Land Size Information  
Gross Land Size  10.904 Acres or 474,978 SF  
Front Footage  890 ft west line of CR 279 (Bagdad Road);

Indicators  
Sale Price/Gross Acre  $100,880  
Sale Price/Gross SF  $2.32

Legal Description  
10.904 acres, more or less, out of the C. Cochran Survey, Abstract No. 134, Williamson County, Texas

Remarks  
Intended for future commercial development/investment. Existing improvements do not contribute to highest and best use of site. Future Land Use Plan shows property as "Neighborhood Center". Purchased for Investment. Purchased by single buyer from 2 separate adjacent land owners. Intended to pull wastewater from adjacent tract/development.
Land Sale No. 7

Property Identification
Record ID 495
Property Type Vacant Land, Commercial Development
Address 10970 E. Crystal Falls Parkway, Leander, Williamson County, Texas 78641
Location Southeast line of E. Crystal Falls Parkway, just west of Ronald Reagan Blvd.
Tax ID R542627
User 1 Rural Residential
User 2 Commercial Development
MSA Austin/San Marcos
Market Type CP/L

Sale Data
Grantor Jennifer E. Anderson Espinoza & Dorothy Jean S. Anderson
Grantee Senior Living AC Fund TX LLC
Sale Date August 26, 2019 Under Contract
Deed Book/Page Instrument #2019081823
## Land Sale No. 7 (Cont.)

<table>
<thead>
<tr>
<th>Recorded Plat</th>
<th>recorded 8/30/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Rights</td>
<td>Fee Simple</td>
</tr>
<tr>
<td>Marketing Time</td>
<td>102 days</td>
</tr>
<tr>
<td>Conditions of Sale</td>
<td>Arm's Length Transaction</td>
</tr>
<tr>
<td>Financing</td>
<td>Cash to Seller</td>
</tr>
<tr>
<td>Verification</td>
<td>Don Cox; Listing Agent; (512) 426-1920, July 01, 2019; Other sources: CoStar, Confirmed by Keith Bodungen</td>
</tr>
<tr>
<td>Sale Price</td>
<td>$1,675,000</td>
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<tr>
<td>Cash Equivalent</td>
<td>$1,675,000</td>
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</tbody>
</table>

### Land Data

<table>
<thead>
<tr>
<th>Zoning</th>
<th>GC - General Commercial, General Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Topography</td>
<td>Level</td>
</tr>
<tr>
<td>Utilities</td>
<td>All available and extended to site</td>
</tr>
<tr>
<td>Shape</td>
<td>Rectangular</td>
</tr>
<tr>
<td>Flood Info</td>
<td>None</td>
</tr>
<tr>
<td>Access</td>
<td>from E. Crystal Falls Parkway</td>
</tr>
<tr>
<td>School</td>
<td>Leander ISD</td>
</tr>
<tr>
<td>Easements</td>
<td>None adverse noted</td>
</tr>
</tbody>
</table>

### Land Size Information

<table>
<thead>
<tr>
<th>Gross Land Size</th>
<th>6.690 Acres or 291,416 SF</th>
</tr>
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<tbody>
<tr>
<td>Front Footage</td>
<td>E. Crystal Falls Parkway;</td>
</tr>
</tbody>
</table>

### Indicators

<table>
<thead>
<tr>
<th>Sale Price/Gross Acre</th>
<th>$250,374</th>
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</thead>
<tbody>
<tr>
<td>Sale Price/Gross SF</td>
<td>$5.75</td>
</tr>
</tbody>
</table>

### Legal Description

Lot 1, Block A, Anderson Commercial Subdivision, Williamson County, Texas

### Remarks

Intended for development of senior living retirement center. Existing improvements do not contribute to overall highest and best use of site.
**Property Identification**

- **Record ID**: 648
- **Property Type**: Vacant Land, Commercial
- **Address**: 11675 Old FM 2243, Leander, Williamson County, Texas
- **Tax ID**: R031387 & R031386
- **MSA**: Austin/San Marcos
- **Market Type**: CP/L

**Sale Data**

- **Grantor**: Floyd & Marie Waley
- **Grantee**: Not yet recorded
- **Sale Date**: December 09, 2019
- **Deed Book/Page**: not yet recorded
- **Property Rights**: Fee Simple
- **Conditions of Sale**: Cash to Seller
- **Verification**: Tim Harris (Listing Agent); 512-560-9763, January 09, 2020

- **Sale Price**: $2,444,587 calculated
- **Cash Equivalent**: $2,444,587

**Land Data**

- **Zoning**: E1, Commercial
- **Topography**: Generally Level
- **Utilities**: All Available
- **Shape**: Irregular
- **Flood Info**: Minimal along southern portion
- **Access**: Via South line of FM 2243
- **School**: Leander ISD
Land Sale No. 8 (Cont.)

Easements

Typical PUE's

**Land Size Information**

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Land Size</td>
<td>14.034 Acres or 611,321 SF</td>
</tr>
<tr>
<td>Front Footage</td>
<td>705 ft south line of FM 2243;</td>
</tr>
</tbody>
</table>

**Indicators**

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>Sale Price/Gross Acre</td>
<td>$174,190</td>
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<tr>
<td>Sale Price/Gross SF</td>
<td>$4.00</td>
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</tbody>
</table>

**Legal Description**

14.034 Acres out of the E.D. Harmon Survey, Abstract No. 6, Williamson County, Texas

**Remarks**

Purchased by adjacent property owner. Intended use was unknown. All utilities available. Improvements not considered to contribute to overall value. Minimal floodplain along southern portion of property.
COMPARABLE LAND SALES
(45.3395 Acre & 47.5871 Acre tracts)
Land Sale No. 1

**Property Identification**

- **Record ID**: 352
- **Property Type**: Vacant Land, Residential Development
- **Address**: Leander, Williamson County, Texas
- **Location**: East line of Highway 183, north of LCRA road
- **Tax ID**: R032283
- **MSA**: Austin/San Marcos
- **Market Type**: CP/L
<table>
<thead>
<tr>
<th><strong>Sale Data</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grantor</strong></td>
<td>HSD-Lakeway Holdings Ltd</td>
</tr>
<tr>
<td><strong>Grantee</strong></td>
<td>Century Land Holdings II LLC</td>
</tr>
<tr>
<td><strong>Sale Date</strong></td>
<td>June 05, 2015</td>
</tr>
<tr>
<td><strong>Deed Book/Page</strong></td>
<td>2015048075</td>
</tr>
<tr>
<td><strong>Property Rights</strong></td>
<td>Fee Simple</td>
</tr>
<tr>
<td><strong>Financing</strong></td>
<td>Cash to Seller</td>
</tr>
<tr>
<td><strong>Verification</strong></td>
<td>Jodi Giddens; 512-431-7096, August 26, 2016</td>
</tr>
<tr>
<td><strong>Sale Price</strong></td>
<td>$1,601,745</td>
</tr>
<tr>
<td><strong>Cash Equivalent</strong></td>
<td>$1,601,745</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Land Data</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Zoning</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Topography</strong></td>
<td>Generally Level</td>
</tr>
<tr>
<td><strong>Utilities</strong></td>
<td>Electric and Water</td>
</tr>
<tr>
<td><strong>Shape</strong></td>
<td>Rectangular</td>
</tr>
<tr>
<td><strong>Flood Info</strong></td>
<td>none</td>
</tr>
<tr>
<td><strong>Access</strong></td>
<td>via the east line of Hwy 183</td>
</tr>
<tr>
<td><strong>School</strong></td>
<td>Leander ISD</td>
</tr>
<tr>
<td><strong>Easements</strong></td>
<td>Typical PUE's</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Land Size Information</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Gross Land Size</strong></td>
<td>36.771 Acres or 1,601,745 SF</td>
</tr>
<tr>
<td><strong>Front Footage</strong></td>
<td>880 ft along east line of Highway 183;</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Indicators</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sale Price/Gross Acre</strong></td>
<td>$43,560</td>
</tr>
<tr>
<td><strong>Sale Price/Gross SF</strong></td>
<td>$1.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Legal Description</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>36.771 acres out of the J.B. Robinson Survey, Abstract No. 521, Williamson County, Texas.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Remarks</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Property was purchased for future residential development known as &quot;Highlands Terrace&quot;. Total lot count is unknown. Water available, wastewater required extension from the north.</td>
</tr>
</tbody>
</table>
Land Sale No. 2

Property Identification
Record ID 208
Property Type Vacant Land, Commercial Development
Address 17601 West Ronald Reagan Boulevard, Leander, Williamson County, Texas 78641
Location Northwest corner of Ronald Reagan Boulevard and Hero Way
Tax ID R473770, R0980191, R097981, R031758, R473772, R473771, R444182 & R097996
MSA Austin/San Marcos
Market Type CP/L

Sale Data
Grantor Shari Greene and Joseph Greene, III
Grantee JGHTDH #1, LLC
Sale Date August 04, 2016
Deed Book/Page Doc. #2016075658
Property Rights Fee Simple
Conditions of Sale Arm's Length Sale
Financing Cash to Seller
Verification Other sources: CoStar

Sale Price $4,400,000
Cash Equivalent $4,400,000

Land Data
Zoning GC-3-C (City of Leander), Commercial
Land Sale No. 2 (Cont.)

Topography  Generally level
Utilities    Water and electric available, but participation filed with City for WW.
Shape       Rectangular
Flood Info  None
Access      from Ronald Reagan, Hero Way & Airport Drive
School      Leander ISD
Easements  None adverse noted

Land Size Information
Gross Land Size  25.440 Acres or 1,108,166 SF
Front Footage    Ronald Reagan Boulevard; Hero Way;

Indicators
Sale Price/Gross Acre  $172,956
Sale Price/Gross SF    $3.97

Legal Description
30.71 acres, more or less, out of Tracts 7, 8, 9, 10, 11 and 12, Kittie Hill Acres, save and except Tract 11, Kittie Hill Aces, Williamson County, Texas

Remarks
Intended for commercial mixed-use development. Property was under Ag exemption at time of sale. Existing improvements are considered interim use, and to not contribute to overall highest and best use of property.
Land Sale No. 3

Property Identification
Record ID: 381
Property Type: Vacant Land
Address: Leander, Williamson County, Texas
Location: East line of Ronald Reagan north of Sarita Drive
Tax ID: R559267
MSA: Austin/San Marcos
Market Type: CP/L

Sale Data
Grantor: Reagan & FM 2243, Ltd.
Grantee: CESM Real Estate, LLC
Sale Date: March 28, 2017
Verification: Kent Taylor (Taylor Commercial Real Estate); 512-708-0800

Sale Price: $2,250,000
Cash Equivalent: $2,250,000

Land Data
Zoning: MF City of Leander, Multi-Family
Topography: Generally Level
Utilities: All Available
Shape: Irregular
Access: Via Ronald Reagan Blvd
Land Sale No. 3 (Cont.)

School
Leander ISD

Land Size Information
Gross Land Size 16.140 Acres or 703,058 SF

Indicators
Sale Price/Gross Acre $139,405
Sale Price/Gross SF $3.20

Legal Description
Lot 1, Block F, Sarita Valley Phase 6, Williamson County, Texas

Remarks
Closed but not started construction. Intended for Multifamily Development to be known as "The Sarah Apartments"
Land Sale No. 4

<table>
<thead>
<tr>
<th>Property Identification</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Record ID</td>
<td>110</td>
</tr>
<tr>
<td>Property Type</td>
<td>Vacant Land, Commercial Development</td>
</tr>
<tr>
<td>Address</td>
<td>800 E. Old Settlers Boulevard, Round Rock, Williamson County, Texas 78665</td>
</tr>
<tr>
<td>Location</td>
<td>North side of E. Old Settlers Boulevard, just east of Greenhill Drive</td>
</tr>
<tr>
<td>Tax ID</td>
<td>R500157 &amp; R500158</td>
</tr>
<tr>
<td>MSA</td>
<td>Austin/San Marcos</td>
</tr>
<tr>
<td>Market Type</td>
<td>RR</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sale Data</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantor</td>
<td>Chandler Crossing, LLC</td>
</tr>
<tr>
<td>Grantee</td>
<td>EastGroup Properties, LP</td>
</tr>
<tr>
<td>Sale Date</td>
<td>April 04, 2017</td>
</tr>
<tr>
<td>Deed Book/Page</td>
<td>Doc. #2017029953</td>
</tr>
<tr>
<td>Property Rights</td>
<td>Fee Simple</td>
</tr>
<tr>
<td>Conditions of Sale</td>
<td>Arm's Length Transaction</td>
</tr>
<tr>
<td>Financing</td>
<td>Cash to Seller</td>
</tr>
<tr>
<td>Verification</td>
<td>Rob Wendt, Broker; (512) 809-2357, October 10, 2017</td>
</tr>
<tr>
<td><strong>Sale Price</strong></td>
<td>$8,015,040</td>
</tr>
<tr>
<td>------------------</td>
<td>------------</td>
</tr>
<tr>
<td><strong>Cash Equivalent</strong></td>
<td>$8,015,040</td>
</tr>
</tbody>
</table>

**Land Data**
- **Zoning**: PUD 78, Mixed-Use
- **Topography**: Generally level
- **Utilities**: All available and extended to site
- **Shape**: Irregular
- **Flood Info**: Approx. 5%
- **Access**: from E. Old Settlers Boulevard
- **School**: Round Rock ISD
- **Easements**: None Adverse Noted

**Land Size Information**
- **Gross Land Size**: 46.000 Acres or 2,003,760 SF
- **Front Footage**: E. Old Settlers Boulevard;

**Indicators**
- **Sale Price/Gross Acre**: $174,240
- **Sale Price/Gross SF**: $4.00

**Legal Description**
Lot 1A & 2A, Block A, Chandler Crossing, Williamson County, Texas

**Remarks**
Raw land. Intended for mixed-use development. Property was Ag Exempt at time of sale.
**Property Identification**

<table>
<thead>
<tr>
<th>Record ID</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Type</td>
<td>Vacant Land, Retail Development</td>
</tr>
<tr>
<td>Address</td>
<td>Pflugerville, Travis County, Texas 78660</td>
</tr>
<tr>
<td>Location</td>
<td>Southwest corner of SH-45 and Heatherwilde Boulevard</td>
</tr>
<tr>
<td>Tax ID</td>
<td>890899, 890900, 890901 &amp; 890902</td>
</tr>
<tr>
<td>MSA</td>
<td>Austin/San Marcos</td>
</tr>
<tr>
<td>Market Type</td>
<td>PF</td>
</tr>
</tbody>
</table>

**Sale Data**

| Grantor | John S. Lloyd, Richard Z. & Agatha O. Rady, and 302New Meister Properties |
| Grantee | Living Spaces Furniture, LLC |
| Sale Date | May 25, 2017 |
| Deed Book/Page | See comments |
| Property Rights | Fee Simple |
| Conditions of Sale | Arm's length sale |
| Financing | Cash to seller |
| Verification | October 10, 2017; Other sources: Appraisal Files |

| Sale Price | $15,353,201 |
| Cash Equivalent | $15,353,201 |
**Land Sale No. 5 (Cont.)**

**Land Data**

<table>
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<tr>
<th>Zoning</th>
<th>CL4, Commercial</th>
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<tbody>
<tr>
<td>Topography</td>
<td>Level</td>
</tr>
<tr>
<td>Utilities</td>
<td>All extended to site</td>
</tr>
<tr>
<td>Shape</td>
<td>Slightly irregular</td>
</tr>
<tr>
<td>Flood Info</td>
<td>None</td>
</tr>
<tr>
<td>Access</td>
<td>From, SH-45 frontage, Heatherwilde Blvd. &amp; Meister Lane</td>
</tr>
<tr>
<td>School</td>
<td>Pflugerville ISD</td>
</tr>
<tr>
<td>Easements</td>
<td>None adverse noted</td>
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</table>

**Land Size Information**

<table>
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<tr>
<th>Gross Land Size</th>
<th>69.110 Acres or 3,010,432 SF</th>
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<tr>
<td>Front Footage</td>
<td>SH-45; Heatherwilde Boulevard; Meister Lane;</td>
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</tbody>
</table>

**Indicators**

<table>
<thead>
<tr>
<th>Sale Price/Gross Acre</th>
<th>$222,156</th>
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</thead>
<tbody>
<tr>
<td>Sale Price/Gross SF</td>
<td>$5.10</td>
</tr>
</tbody>
</table>

**Legal Description**

Being 69.11 acres of land, more or less, out of the Peter Conrad Survey No. 71, Abstract No. 200, Travis County, Texas

**Remarks**

Raw land. Intended for development of Living Spaces Furniture Store. Existing improvements do not contribute to highest and best use. Property was Ag Exempt at time of sale.

Recorded under document #s: 2017084656; 2017084657 & 2017084658
Land Sale No. 6 (Cont.)

Property Identification
Record ID 197
Property Type Vacant Land, Residential Development
Property Name Valley Vista East
Address 18130 Ronald Reagan Blvd, Leander, Williamson County, Texas
Location East side of Ronald Reagan Blvd and the north side of the South Fork San Gabriel River, Leander, Texas
Tax ID R021710 & R489942
MSA Austin/San Marcos
Market Type OWW

Sale Data
Grantor Pamela P. Fletcher
Grantee Tesch Development & Management Co LLC
Sale Date October 30, 2017
Deed Book/Page Instrument No. 2017102581
Property Rights Fee Simple
Land Sale No. 6 (Cont.)

Financing
Cash to Seller

Verification
Austin Board of Realtors Multiple Listing Service/Appraisal Files; March 05, 2018

Sale Price
$3,300,000
Cash Equivalent
$3,300,000

Land Data
Zoning
Valley Vista East PUD; mixture of local commercial sf condo

Topography
gently sloping to south towards river

Utilities
see comments

Shape
Irregular

Flood Info
Approx. 7 acres or 12% of site near river frontage

Access
Via Ronald Reagan Blvd

School
Liberty Hill ISD

Easements
Typical PUEs

Land Size Information
Gross Land Size
58.289 Acres or 2,539,069 SF

Front Footage
535 ft east line of Ronald Reagan; 1,220 ft San Gabriel River;

Indicators
Sale Price/Gross Acre
$56,614
Sale Price/Gross SF
$1.30

Legal Description
58.289 acres out of the G. Fisk Survey, Abstract No. 005, Williamson County, Texas

Remarks
Water: The City of Leander has a 24-inch water line located along the east side of Ronald Reagan Blvd near the southwest corner of the property. A private well is also on site.

Wastewater: City of Leander CCN. There are currently no wastewater lines available to service the property. Wastewater service would require off-site extension to tie into the Leander lift station under construction on the Wedemeyer property located about 2,600 feet to the west. There is currently on-site septic system in place at the existing home.

There is a 6,114 SF, 2-story home on site at time of sale built in 2001. House is wood frame with stone exterior and composition shingle roof on a concrete foundation. There is an attached garage and an 880 SF carport and horse barn. The improvements were considered to offer minimal value contribution. The buyer intends to demolish them after purchase or use for interim use until redevelopment.

Purchased for future mixed use development known as Valley Vista East. A conceptual plan identifies approx. five acres at northwest corner for local commercial use and remaining acreage being used for single family condominium use.

The property has been available for purchase since 2008. The most recent asking price was $3,600,000. A prior 2014 contract for a little above $3,000,000 to the same buyer did not close
due to buyers inability to get preliminary plat approved. Buyer reported the City of Leander has approved a preliminary plat for Valley Vista East.
Land Sale No. 7

**Property Identification**
- **Record ID**: 649
- **Property Type**: Vacant Land, Hold for development
- **Address**: 13701 W Hero Way Road, Leander, Williamson County, Texas
- **Tax ID**: R032168 & R032163 & R571100
- **MSA**: Austin/San Marcos
- **Market Type**: CP/L

**Sale Data**
- **Grantor**: Emelia Alexander
- **Grantee**: Aurora Fortune Investments LLC
- **Sale Date**: October 01, 2019
- **Deed Book/Page**: Instrument No. 2019094565
- **Property Rights**: Fee Simple
- **Conditions of Sale**: Cash to Seller
- **Verification**: ABOR MLS; CO-Star; , January 09, 2020

- **Sale Price**: $720,000
- **Cash Equivalent**: $720,000

**Land Data**
- **Zoning**: SFR & SFS, Residential
- **Topography**: Generally Level
- **Utilities**: Municipal Utilities require extension. Existing septic and well on site
- **Shape**: Irregular
Land Sale No. 7 (Cont.)

Flood Info  
None

Access  
Via South line of FM 2243 (aka Hero Way West)

School  
Leander ISD

Easements  
Typical PUE's

Land Size Information

Gross Land Size  
18.521 Acres or 806,788 SF

Front Footage  
600 ft south line of FM 2243 (aka Hero Way W)

Indicators

Sale Price/Gross Acre  
$38,874

Sale Price/Gross SF  
$0.89

Legal Description

18.5213 Acres out of the M. Hornsby Survey, Abstract No. 292, Williamson County, Texas

Remarks

Purchased for proposed mixed use development. Municipal utilities required extension. Frontage and access via the north line of Hero Way. Improvements on site not considered to contribute to overall value.
FIELD NOTES
EXHIBIT “ ”

Talbot Chambers Survey Abstract No. 125

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.3377 ACRES (14,712 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY ABSTRACT NO. 125 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF MEL MATHIS BOULEVARD (80' RIGHT-OF-WAY) DEDICATED IN DOCUMENT NO. 2012077074 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND DOCUMENT NO. 2014077239 OF THE (O.P.R.W.C.T.), AND BEING A PORTION OF A CALLED 3.827 ACRE TRACT CONVEYED TO THE CITY OF LEANDER, TEXAS IN DOCUMENT NO. 201405725 OF THE (O.P.R.W.C.T.), SAID 0.3377 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a calculated point in the west right-of-way line of said Mel Mathis Boulevard, being the east line of Lot 2, San Gabriel Park Subdivision, a subdivision recorded in Cabinet Y, Slide 364-367 of the Plat Records of Williamson County, Texas (P.R.W.C.T.) conveyed as a called 45.3395 acre tract to Northline Leander Development Company LLC in Document No. 2019058985 (O.P.R.W.C.T.), and being the northwest corner and POINT OF BEGINNING hereof, from which a 1/2-inch iron rod with “4Ward-Boundary” cap set for an angle point in the west right-of-way line of said Mel Mathis Boulevard and the east line of said Lot 2 bears, N20°28'10"W, a distance of 174.28 feet;

THENCE, leaving the east line of said Lot 2, over and across said Mel Mathis Boulevard and said City of Leander tract the following five (5) courses and distances:

1) N69°25'51"E, a distance of 11.19 feet to a calculated point for the northeast corner hereof,
2) S20°34'13"E, a distance of 195.43 feet to a calculated point for a point of curvature hereof,
3) Along the arc of a curve to the left, whose radius is 1,070.50 feet, whose arc length is 42.17 feet and whose chord bears S21°41'55"E, a distance of 42.16 feet to a calculated point for a non-tangent point of compound curvature hereof,
4) Along the arc of a curve to the left, whose radius is 1,070.50 feet, whose arc length is 295.81 feet and whose chord bears S30°44'36"E, a distance of 294.87 feet to a calculated point for the southeast corner hereof,
5) S20°20'48"W, a distance of 101.36 feet to a calculated point for the southwest corner hereof, being in the west line of said City of Leander tract and the east line of said Lot 2, from which a 1/2-inch iron rod with “4Ward-Boundary” cap set for an angle point in the west line of said City of Leander tract and the east line of said Lot 2 bears, S20°56'16"W, a distance of 30.28 feet;

THENCE, with the west line of said City of Leander tract and the east line of said Lot 2 the following five (5) courses and distances:

1) N20°56'16"W, a distance of 106.48 feet to a calculated point for an angle point hereof,
2) N21°18'20"W, a distance of 61.32 feet to a calculated point for an angle point hereof,
3) N16°12'32"W, a distance of 67.74 feet to a calculated point for an angle point hereof,
4) N22°49'04"W, a distance of 50.01 feet to a calculated point for an angle point hereof,
5) N20°28'10"W, a distance of 319.11 feet to the POINT OF BEGINNING hereof, containing 0.337 Acres (14,712 Square Feet) more or less.
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_San Gabriel ROW vacation.dwg)

8/28/19

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC
### LINE TABLE

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<td>L3</td>
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<td>L6</td>
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### CURVE TABLE

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<td>1,070.50'</td>
<td>2°15'25&quot;</td>
<td>S21°41'55&quot;E</td>
<td>42.16'</td>
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<tr>
<td>C2</td>
<td>295.81'</td>
<td>1,070.50'</td>
<td>15°49'57&quot;</td>
<td>S30°44'36&quot;E</td>
<td>294.87'</td>
</tr>
</tbody>
</table>

### LEGEND

- **BOUNDARY LINE**
- **EXISTING PROPERTY LINES**
- **EXISTING EASEMENTS**
  - ○ 1/2" IRON ROD WITH "WARD-5811" CAP SET
  - △ CALCULATED POINT
  - P.O.B. POINT OF BEGINNING
  - DOC. NO. DOCUMENT NUMBER
  - VOL./PG. VOLUME, PAGE
  - CAB./SLD. CABINET, SLIDE
  - R.O.W. RIGHT-OF-WAY
  - P.R.W.C.T. PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
  - O.P.W.T.C.T. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
  - (......) RECORD INFORMATION PER PLAT CAB. Y SLD. 364-367
  - (.....) RECORD INFORMATION PER DOC. NO. 2016069577
  - [.....] RECORD INFORMATION PER DOC. NO. 2014005725

### NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000138805545.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

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0.3377 ACRES RIGHT-OF-WAY VACATION
City of Leander,
Williamson County, Texas

8/28/2019

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Date: 8/28/2019
Project: 00508
Scale: 1" = 100'
Reviewer: PRB
Tech: CC
Field Crew: TF/BP
Survey Date: MAR. 2018
Sheet: 2 OF 2
EXHIBIT “ ”

(Partial Right-of-Way Vacation of Mel Mathis Boulevard)
William Mansil Survey Abstract No. 437
Talbot Chambers Survey, Abstract No. 125

Legal Description


Part 1 – 0.0232 Acres (1,009 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400’ right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 – right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder of a called 22.781 acres (described as Exhibit A-2) conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Northline Leander 22.781 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03’41”E, a distance of 712.11 feet;

THENCE, with the south right-of-way line of said San Gabriel Parkway and the north line of said Northline Leander 22.781 acre tract the following three (3) courses and distances:

1) S48°14’14”W, a distance of 93.39 feet to an iron rod with “Baker Aicklen” cap found for a point of curvature,

2) Along the arc of a curve to the right, whose radius is 1,113.00 feet, whose arc length is 444.36 feet and whose chord bears S59°35’57”W, a distance of 441.42 feet to an iron rod with “Baker Aicklen” cap found for a point of tangency,

3) S69°56’34”W, a distance of 115.18 feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the intersection of the south right-of-way line of said San Gabriel Parkway and the east right-of-way line of said Mel Mathis Boulevard both of the (O.P.R.W.C.T.), and being the northeast corner and POINT OF BEGINNING hereof;

THENCE, leaving the south right-of-way line of said San Gabriel Parkway, with the east right-of-way line of said Mel Mathis Boulevard, S17°55’29”E, a distance of 421.89 feet to a calculated point for the southeast corner hereof;

THENCE, over and across said Mel Mathis Boulevard the following two (2) courses and distances:

1) S69°27’26”W, a distance of 2.57 feet to a calculated point for the southwest corner hereof,
2) **N17°52’36"W**, a distance of **421.93** feet to a calculated point for the northwest corner hereof, being in the south right-of-way line of said San Gabriel Parkway, and being the north right-of-way line of said Mel Mathis Boulevard;

**THENCE**, with the south right-of-way line of said San Gabriel Parkway and the north right-of-way line of said Mel Mathis Boulevard, **N69°56’34"E**, a distance of **2.22** feet to the **POINT OF BEGINNING** hereof, containing **0.0232 Acres** (1,009 Square Feet) more or less.

**Part 2 – 0.0253 Acres (1,100 square feet)**

**COMMENCING**, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 – right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03’41"E, a distance of 712.11 feet;

**THENCE**, with the south right-of-way line of said San Gabriel Parkway, the north line of said Northline Leander 22.781 acre tract, and the north right-of-way line of Mel Mathis Boulevard (80’ right-of-way) as dedicated in Document No. 2012077074 and Document No. 2014077239 both of the (O.P.R.W.C.T.), the following three (3) courses and distances:

1) **S48°14’14"W**, a distance of 93.39 feet to an iron rod with “Baker Aicklen” cap found for a point of curvature,
2) Along the arc of a curve to the right, whose radius is 1,113.00 feet, whose arc length is 444.36 feet and whose chord bears **S59°35’57"W**, a distance of 441.42 feet to an iron rod with “Baker Aicklen” cap found for a point of tangency,
3) **S69°56’34"W**, passing at a distance of 115.18 feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the intersection of the south right-of-way line of said San Gabriel Parkway and the east right-of-way line of said Mel Mathis Boulevard, in all a distance of 192.45 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** hereof;

**THENCE**, leaving the south right-of-way line of said San Gabriel Parkway, over and across said Mel Mathis Boulevard the following two (2) Courses and distances:

1) **S17°52’36"E**, a distance of **422.56** feet to a calculated point for the southeast corner hereof,
2) **S69°27’26"W**, a distance of **2.43** feet to a calculated point for the southwest corner hereof, being in the west right-of-way line of said Mel Mathis Boulevard;

**THENCE**, with the west right-of-way line of said Mel Mathis Boulevard, **N17°55’30"W**, a distance of **422.57** feet to a 1/2-inch iron rod with 4Ward-Boundary cap set in the south right-of-way line of said San Gabriel Parkway, being the northwest corner of said Mel Mathis Boulevard, which a cotton spindle found for an angle point in the south right-of-way line of said San Gabriel Parkway and the north line of said Northline Leander 22.781 acres tract bears, S69°56’34"W, a distance of 39.44 feet;
THENCE, with the north right-of-way line of said Mel Mathis Boulevard, N69°56'34"E, a distance of 2.78 feet to the POINT OF BEGINNING hereof, containing 0.0253 Acres (1,100 Square Feet) more or less.

Part 3 – 0.7624 Acres (33,208 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400’ right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 – right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03'41"E, a distance of 712.11 feet;

THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22.781 acres tract, said Northline Leander 47.5871 acres tract, radially S27°51'08"W, a distance of 879.35 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof, being in the east right-of-way line of Mel Mathis Boulevard (80° right-of-way) as dedicated in Document No. 2012077074 and Document No. 201407723.9 both of the (O.P.R.W.C.T.), and being the west line of said Northline Leander 47.5871 acre tract;

THENCE, with the east right-of-way line of said Mel Mathis Boulevard, and the west line of said Northline Leander 47.5871 acre tract, S20°34'14"E, a distance of 401.59 feet to a calculated point for the southeast corner hereof;

THENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard S69°27'26"W, a distance of 82.55 feet to a calculated point for the southwest corner hereof, being in the west right-of-way line of said Mel Mathis Boulevard, and being in the east line of Lot 2, San Gabriel Park Subdivision, a subdivision recorded in Cabinet Y, Slide 364-367 of the Plat Records of Williamson County, Texas (P.R.W.C.T.) conveyed as a called 45.3395 acres tract to Northline Leander in Document No. 2019058968 (O.P.R.W.C.T.);

THENCE, with the west right-of-way line of said Mel Mathis Boulevard and the east line of said Lot 2, N20°36'40"W, a distance of 401.59 feet to a calculated point for the northwest corner hereof;

THENCE, leaving the east line of said Lot 2, over and across said Mel Mathis Boulevard, N69°27'26"E, a distance of 82.83 feet to the POINT OF BEGINNING hereof, containing 0.7624 Acres (33,208 Square Feet) more or less.

Part 4 – 0.0813 Acres (3.541 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400’ right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 – right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No.
2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03’41”E, a distance of 712.11 feet;

THENENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22,781 acres tract, said Northline Leander 47.5871 acres tract, radially S11°45’53”W, a distance of 1,229.84 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof, being in the east right-of-way line of Mel Mathis Boulevard (80’ right-of-way) as dedicated in Document No. 2012077074 and Document No. 201407723.9 both of the (O.P.R.W.C.T.), and being the west line of said Northline Leander 47.5871 acre tract;

THENENCE, with the east right-of-way line of said Mel Mathis Boulevard, and the west line of said Northline Leander 47.5871 acre tract, S20°34’14”E, a distance of 402.60 feet to a calculated point for the southeast corner hereof;

THENENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard the following three (3) courses and distances:

1) S69°27’26”W, a distance of 8.89 feet to a calculated point for the southwest corner hereof,
2) N20°32’34”W, a distance of 402.60 feet to a calculated point for the northwest corner hereof,
3) N69°27’26”E, a distance of 8.70 feet to the POINT OF BEGINNING hereof, containing 0.0813 Acres (3,541 Square Feet) more or less.

Part 5 – 0.1254 Acres (5.464 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400’ right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 – right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03’41”E, a distance of 712.11 feet;

THENENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22,781 acres tract, said Northline Leander 47.5871 acres tract, radially S11°45’53”W, a distance of 1,229.84 feet to a calculated point in the east right-of-way line of Mel Mathis Boulevard (80’ right-of-way) as dedicated in Document No. 2012077074 and Document No. 201407723.9 both of the (O.P.R.W.C.T.), being the west line of said Northline Leander 47.5871 acre tract;

THENENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard, N69°27’26”E, a distance of 68.70 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof;

THENENCE, continuing over and across said Mel Mathis Boulevard the following two (2) courses and distances:
1) S20°32'34"E, a distance of 402.60 feet to a calculated point for the southeast corner hereof,
2) S69°27'26"W, a distance of 13.33 feet to a calculated point for the southwest corner hereof, being in the west right-of-way line of said Mel Mathis Boulevard and the east line of Lot 2, San Gabriel Park Subdivision, a subdivision recorded in Cabinet Y, Slide 364-367 of the Plat Records of Williamson County, Texas (P.R.W.C.T.) conveyed as a called 45.3395 acres tract to Northline Leander Development Company, LLC in Document No. 2019058968 (O.P.R.W.C.T.);

THENCE, with the west right-of-way line of said Mel Mathis Boulevard and the east line of said Lot 2, N20°36'40"W, a distance of 402.60 feet to a calculated point for the northwest corner hereof;

THENCE, leaving the east line of said Lot 2, over and across said Mel Mathis Boulevard, N69°27'26"E, a distance of 13.81 feet to the POINT OF BEGINNING hereof, containing 0.1254 Acres (5,464 Square Feet) more or less.

Part 6 – 0.0934 Acres (4.068 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 – right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03'41"E, a distance of 712.11 feet;

THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22.781 acres tract, said Northline Leander 47.5871 acres tract, radially S03°11'50"E, a distance of 1,632.15 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof, being in the east right-of-way line of Mel Mathis Boulevard (80' right-of-way) as dedicated in Document No. 2012077074 and Document No. 201407723.9 both of the (O.P.R.W.C.T.), and being the west line of said Northline Leander 47.5871 acre tract;

THENCE, with the east right-of-way line of said Mel Mathis Boulevard, and the west line of said Northline Leander 47.5871 acre tract, S20°34'14"E, a distance of 450.59 feet to a calculated point for the southeast corner hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for the southwest corner of said Northline Leander 47.5871 acre tract, being the northwest corner of a remainder of a called 100.00 acres tract conveyed to Austin Community College District in Document No. 2010030836 (O.P.R.W.C.T.) bears, S20°34'14"E, a distance of 27.00 feet;

THENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard the following three (3) courses and distances:

1) S69°24'42"W, a distance of 9.14 feet to a calculated point for the southwest corner hereof;
2) N20°32'34"W, a distance of 450.60 feet to a calculated point for the northwest corner hereof;
3) N69°27'26"E, a distance of 8.92 feet to the POINT OF BEGINNING hereof, containing 0.0934 Acres (4,068 Square Feet) more or less.

Part 7 – 0.1355 Acres (5,902 square feet)
COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 – right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03'41"E, a distance of 712.11 feet;

THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22.781 acres tract, said Northline Leander 47.5871 acres tract, radially S03°11'50"W, a distance of 1,632.15 feet to a calculated point in the east right-of-way line of Mel Mathis Boulevard (80' right-of-way) as dedicated in Document No. 2012077074 and Document No. 201407723.9 both of the (O.P.R.W.C.T.), being the west line of said Northline Leander 47.5871 acre tract;

THENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard, N69°27'26"E, a distance of 68.92 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof;

THENCE, continuing over and across said Mel Mathis Boulevard the following two (2) courses and distances:

1) S20°32'34"E, a distance of 447.20 feet to a calculated point for the southeast corner hereof,
2) S69°25'51"W, a distance of 13.36 feet to a calculated point for the southwest corner hereof, being in the west right-of-way line of said Mel Mathis Boulevard, and being in the east line of Lot 2, San Gabriel Park Subdivision, a subdivision recorded in Cabinet Y, Slide 364-367 of the Plat Records of Williamson County, Texas (P.R.W.C.T.) conveyed as a called 45.3395 acres tract to Northline Leander Development, LLC in Document No. 2019058968 (O.P.R.W.C.T.);

THENCE, with the west right-of-way line of said Mel Mathis Boulevard, and the east line of said Lot 2, the following three (3) courses and distances:

1) N20°29'04"W, a distance of 242.52 feet to a 1/2-inch iron rod with 4Ward-Boundary” cap set for an angle point in the west line hereof,
2) N20°26'00"W, a distance of 27.68 feet to a 1/2-inch iron rod with 4Ward-Boundary” cap set for an angle point in the west line hereof,
3) N20°36'40"W, a distance of 177.00 feet to a calculated point for the northwest corner hereof;

THENCE, leaving the east line of said Lot 2, over and across said Mel Mathis Boulevard, N69°27'26"E, a distance of 13.27 feet to the POINT OF BEGINNING hereof, containing 0.1355 Acres (5,902 Square Feet) more or less.

In all containing 1.2465 Acres (54,292 Square Feet) more or less being:

<table>
<thead>
<tr>
<th>Part</th>
<th>Acres</th>
<th>Square Feet</th>
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</thead>
<tbody>
<tr>
<td>Part 1</td>
<td>0.0232</td>
<td>(1,009)</td>
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<tr>
<td>Part 2</td>
<td>0.0253</td>
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<td>Part 4</td>
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Part 5  
0.1254 Acres (5,464 Square Feet)  
Part 6  
0.0934 Acres (4,068 Square Feet)  
Part 7  
0.1355 Acres (5,902 Square Feet)  

Total Acreage  
1.2465 Acres (54,292 Square Feet)  

NOTE:
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_Mel Mathis ROW vacation.dwg)

8/28/19  
Steven M. Duarte, RPLS #5940  
4Ward Land Surveying, LLC
5' AERIAL UTILITY EASEMENT
DOC. NO. 2012072700

[A]
REMAINDER OF
CALLED 22.781 ACRES
(DESCRIBED AS EXHIBIT A-2)
NORTHLINE LEANDER
DEVELOPMENT COMPANY, LLC
DOC. NO. 2019058968
O.P.R.W.C.T.

WILLIAM MANSIL
SURVEY
ABSTRACT NO. 437

TALBOT
CHAMBERS
SURVEY
ABSTRACT
NO. 125

1.2465 ACRES
PARTIAL
RIGHT-OF-WAY VACATION
City of Leander,
Williamson County, Texas
SAN GABRIEL PARKWAY
A.K.A. C.R. 276,
(R.O.W. VARIES)

PART 2:
GRID N: 10,188,698.28
GRID E: 3,076,289.84

PART 1:
GRID N: 10,188,724.78
GRID E: 3,076,362.41

PART 3:
GRID N: 10,188,272.44
GRID E: 3,076,510.15

APPROXIMATE LOCATION
OF SURVEY LINE

[5' P.U.E. - TO BE VACATED]

PART 1
0.0232 ACRE(S)
1,009 SQUARE FEET

PART 2
0.0253 ACRE(S)
1,100 SQUARE FEET

PART 3
0.7624 ACRE(S)
33,208 SQUARE FEET

1.2465 ACRES
PARTIAL
RIGHT-OF-WAY VACATION
City of Leander,
Williamson County, Texas

WILLIAM MANSIL
SURVEY
ABSTRACT
NO. 437

MATCHLINE "A"

MATCHLINE "B"

[4WARD Land Surveying]
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date: 8/28/2019
Project: 00508
Scale: 1" = 100'
Reviewer: PRB
Tech: CC
Field Crew: TF/BP
Survey Date: MAR. 2018
Sheet: 2 OF 5
PART 7
0.1355 ACRE(S)
5,902 SQUARE FEET

[B]
LOT 2
SAN GABRIEL PARK SUBDIVISION
CAB. Y, SLDS. 364-367, P.R.W.C.T

[C]
PORTION OF LOT 2
CALLED 45.3395 ACRES
(DESCRIBED AS EXHIBIT A-3)
NORTHLINE LEANDER
DEVELOPMENT COMPANY, LLC
DOC. NO. 2019058968, O.P.R.W.C.T.

G1
MEL MATHIS BOULEVARD
(80' R.O.W.)
DOC. NO. 2012077074 O.P.R.W.C.T.

1.2465 ACRES
PARTIAL
RIGHT-OF-WAY VACATION
City of Leander,
Williamson County, Texas

D
REMAINDER OF
CALLED 47.5871 ACRES
(DESCRIBED AS EXHIBIT A-1)
NORTHLINE LEANDER
DEVELOPMENT COMPANY, LLC
DOC. NO. 2019058968, O.P.R.W.C.T.

E
REMAINDER OF A
CALLED 100.000 ACRES
AUSTIN COMMUNITY COLLEGE DISTRICT
DOC. NO. 2010030836, O.P.R.W.C.T.

G2
MEL MATHIS BOULEVARD
(80' R.O.W.)
DOC. NO. 2014077239 O.P.R.W.C.T.

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300
### LINE TABLE

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<td>N20°26'00&quot;W</td>
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<td>L16</td>
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<td>L17</td>
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<td>L21</td>
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<td>60.00'</td>
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### CURVE TABLE

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<tr>
<th>CURVE #</th>
<th>LENGTH</th>
<th>RADIUS</th>
<th>DELTA</th>
<th>BEARING</th>
<th>DISTANCE</th>
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<tbody>
<tr>
<td>C1</td>
<td>444.36'</td>
<td>1,113.00'</td>
<td>22°52'31&quot;</td>
<td>S59°35'57&quot;W</td>
<td>441.42'</td>
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### RECORD CURVE TABLE

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<th>CURVE #</th>
<th>LENGTH</th>
<th>RADIUS</th>
<th>DELTA</th>
<th>BEARING</th>
<th>DISTANCE</th>
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</thead>
<tbody>
<tr>
<td>(C1)</td>
<td>444.33'</td>
<td>1,113.00'</td>
<td>22°52'25&quot;</td>
<td>S59°35'44&quot;W</td>
<td>441.39'</td>
</tr>
<tr>
<td>(C1)</td>
<td>444.24'</td>
<td>1,113.00'</td>
<td>22°52'08&quot;</td>
<td>S59°35'56&quot;W</td>
<td>441.30'</td>
</tr>
</tbody>
</table>

### LEGEND

- PROPERTY LINE
- EXISTING PROPERTY LINES
- EXISTING EASEMENTS
  - 1/2" IRON ROD WITH "WARD—5811" CAP SET
  - 1/2" IRON ROD FOUND
  - CALCULATED POINT
  - COTTON SPINDLE FOUND
  - IRON ROD WITH "BAKER AICKLEN" CAP FOUND
- P.O.B.: POINT OF BEGINNING
- P.O.C.: POINT OF COMMENCEMENT
- DOC. NO.: DOCUMENT NUMBER
- VOL./PG.: VOLUME, PAGE
- CAB./SLD.: CABINET, SLIDE
- R.O.W.: RIGHT-OF-WAY
- P.R.W.C.T.: PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
- O.P.W.T.C.T.: OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- [......]: RECORD INFORMATION PER DOC. NO. 2010082651
- [......]: RECORD INFORMATION PER DOC. NO. 201609577
- [......]: RECORD INFORMATION PER PLAT CAB. Y SLD. 364–367

### NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000138805545.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

### 1.2465 ACRES

PARTIAL

RIGHT-OF-WAY VACATION

City of Leander,
Williamson County, Texas
Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0128 ACRES (556 SQUARE FEET) OUT OF THE WILLIAM MANSIL SURVEY ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF SAN GABRIEL PARKWAY (A. K. A. COUNTY ROAD 276 RIGHT-OF-WAY VARIES) DEDICATED IN DOCUMENT NO. 2004068740, DOCUMENT NO. 2006066934 AND DOCUMENT NO. 2010082651 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0128 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Part 1 – 0.0054 Acres (233 square feet)

BEGINNING, at an iron rod with “Baker Aicklen” cap found for a point of curvature in the south right-of-way line of said San Gabriel Parkway, and being in the north line of a remainder of a called 22.781 acres tract (described as Tract “A-2”) conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), and being the east corner and POINT OF BEGINNING hereof, from which an iron rod with “Baker Aicklen” cap found for a point of tangency in the south right-of-way line of said San Gabriel Parkway, being the north line of said Northline Leander 22.781 acre tract bears, along the arc of a curve to the left, whose radius is 1,113.00 feet, whose arc length is 444.36 feet and whose chord bears S59°35’57”E, a distance of 441.42 feet;

THENCE, with the south right-of-way line of said San Gabriel Parkway, the north line of said Northline Leander 22.781 acre tract, and in part with the north right-of-way line of Mel Mathis Boulevard (80’ right-of-way) dedicated in Document No. 2012077074 and Document No. 2014077239 both of the (O.P.R.W.C.T.), S69°56’34”W, passing at a distance of 115.18 feet a 1/2-inch iron rod with “4Ward-Boundary” cap set for the intersection of the south right-of-way line of said San Gabriel Parkway and the east right-of-way line of said Mel Mathis Boulevard, and being a north corner of said Northline Leander 22.781 acre tract, in all a distance of 117.40 feet to a calculated point for the southwest corner hereof;

THENCE, leaving the north right-of-way of said Mel Mathis Boulevard, over and across said San Gabriel Parkway the following three (3) courses and distances:

1) N17°52’36”W, a distance of 4.18 feet to a calculated point for the northwest corner hereof,
2) N72°05’29”E, a distance of 96.68 feet to a calculated point for a point of curvature hereof,
3) Along the arc of a curve to the left, whose radius is 822.69 feet, whose arc length is 20.64 feet and whose chord bears N71°27’58”E, a distance of 20.64 feet to the POINT OF BEGINNING hereof, containing 0.0054 Acres (233 Square Feet) more or less.

Part 2 – 0.0074 Acres (323 square feet)

COMMENCING, at an iron rod with “Baker Aicklen” cap found for a point of curvature in the south right-of-way line of said San Gabriel Parkway, and being in the north line of a remainder of called 22.781 acre tract (described as Tract “A-2”) conveyed to Northline Leander in Document No. 2019058968 of the (O.P.R.W.C.T.), from which an iron rod with “Baker Aicklen” cap found for a point of tangency in the
south right-of-way line of said San Gabriel Parkway, being the north line of said Northline Leander 22.781 acre tract bears, along the arc of a curve to the left, whose radius is 1,113.00 feet, whose arc length is 444.36 feet and whose chord bears N59°35'57"E, a distance of 441.42 feet;

**THENCE,** with the south right-of-way line of said San Gabriel Parkway, the north line of said Northline Leander 22.781 acre tract, and in part with the north right-of-way line of said Mel Mathis Boulevard, S69°56'34"W, passing at a distance of 115.18 feet a 1/2-inch iron rod with “4Ward-Boundary” cap set for the intersection of the south right-of-way line of said San Gabriel Parkway and the east right-of-way line of Mel Mathis Boulevard (80’ right-of-way) dedicated in Document No. 2012077074 and Document No. 2014077239 both of the (O.P.R.W.C.T.), in all a distance of 117.40 feet to a calculated point for the southwest corner hereof;

**THENCE,** with the north right-of-way line of said Mel Mathis Boulevard and the south right-of-way line of said San Gabriel Parkway, S69°56'34"W, a distance of 75.05 feet to a calculated point for the southeast corner and **POINT OF BEGINNING** hereof;

**THENCE,** with the south right-of-way line of said San Gabriel Parkway, and with the north right-of-way line of said Mel Mathis Boulevard, and in part with the north line of Northline Leander 22.781 acre tract, the following two (2) courses and distances:

1) **S69°56'34"W,** passing at a distance of 2.78 feet, a 1/2-inch iron rod with “4Ward-Boundary” cap set for the northwest corner of said Mel Mathis Boulevard and the northeast corner of said Northline Leander 22.781 acre tract, in all **42.22** feet to a cotton spindle found for the southwest corner hereof,

2) **N16°34'08"W,** a distance of **8.47** feet to an iron rod with “Baker Aicklen” cap found for the northwest corner hereof;

**THENCE,** leaving the north line of said Northline Leander 22.781 acre tract, over and across said San Gabriel Parkway the following two (2) courses and distances:

1) **N72°05'25"E,** a distance of **42.00** feet to a calculated point for the northeast corner hereof,

2) **S17°52'36"E,** a distance of **6.88** feet to the **POINT OF BEGINNING** hereof, containing 0.0074 Acres (323 Square Feet) more or less.

In all containing 1.2475 Acres (54,339 Square Feet) more or less being:

<table>
<thead>
<tr>
<th>Part 1</th>
<th>0.0054 Acres (233 Square Feet)</th>
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</thead>
<tbody>
<tr>
<td>Part 2</td>
<td>0.0074 Acres (323 Square Feet)</td>
</tr>
</tbody>
</table>

**Total Acreage** 0.0128 Acres (556 Square Feet)

**NOTE:**
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_San Gabriel ROW vacation.dwg)

[Signature]
8/28/19
Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC
San Gabriel Parkway
A.K.A. C.R. 276,
(R.O.W. Varies)
Doc. No. 2004068740, 2006066934
2010082651, O.P.R.W.C.T.

**PART 2**
0.0074 ACRE(S)
323 SQUARE FEET

**PART 1**
0.0054 ACRE(S)
233 SQUARE FEET

[PART 1]
REMAINDER OF
CALLED 22.781 ACRES
(DESCRIBED AS EXHIBIT A-2)
NORTHLINE LEANDER
DEVELOPMENT COMPANY, LLC
Doc. No. 2019058968
O.P.R.W.C.T.

**MEL MATHIS BOULEVARD**
(80' R.O.W.)
Doc. No. 2014077239
O.P.R.W.C.T.

**PART 2**

**CURVE TABLE**

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<th>BEARING</th>
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<tr>
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<td>1,113.00'</td>
<td>22'52'31&quot;</td>
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<td>441.42'</td>
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**RECORD CURVE TABLE**

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<td>22'52'08&quot;</td>
<td>N59'35'56&quot;E</td>
<td>441.30'</td>
</tr>
</tbody>
</table>

**0.0128 ACRE**
RIGHT-OF-WAY VACATION
City of Leander,
Williamson County, Texas

**4WARD Land Surveying**
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS Firm #10174300

Date: 8/28/2019
Project: 00508
Scale: 1" = 50'
Reviewer: PRB
Tech: CC
Field Crew: TF/BP
Survey Date: MAR. 2018
Sheet: 1 OF 2

P:\00508\Dwg\Northline plat and easements\00508_San Gabriel ROW Vacation.dwg
SAN GABRIEL PARKWAY
A.K.A. C.R. 276,
(R.O.W. VARIES)
DOC. NO. 2004068740, 2006866934
201082651, O.P.R.W.C.T.

NOTES:
1) ALL BEARINGS ARE BASED ON THE TEXAS STATE
PLANE COORDINATE SYSTEM, GRID CENTRAL ZONE,
(4203), NAD83, ALL DISTANCES WERE ADJUSTED TO
SURFACE USING A COMBINED SCALE FACTOR OF
1.000138805545.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LEGEND

PROPOSED BOUNDARY LINE
EXISTING PROPERTY LINES

1/2" IRON ROD WITH
"WARD-5811" CAP SET
CALCULATED POINT
COTTON SPINDLE FOUND
IRON ROD WITH
"BAKER AICKLEN" CAP FOUND
P.O.B.
POINT OF BEGINNING
P.O.C.
POINT OF COMMENCEMENT
DOC. NO.
DOCUMENT NUMBER
CAB./SLD.
CABINET, SLIDE
R.O.W.
RIGHT-OF-WAY
P.R.W.C.T.
PLAT RECORDS,
WILLIAMSON COUNTY, TEXAS
O.P.W.C.T.
OFFICIAL PUBLIC RECORDS,
WILLIAMSON COUNTY, TEXAS
(......)
RECORD INFORMATION PER
DOC. NO. 201082651
((......))
RECORD INFORMATION PER
DOC. NO. 2016069577

LINE TABLE

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<td>L3</td>
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<tr>
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0.0128 ACRE
RIGHT-OF-WAY VACATION
City of Leander,
Williamson County, Texas

4WARD
Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date: 8/28/2019
Project: 00508
Scale: 1" = 50'
Reviewer: PRB
Tech: CC
Field Crew: TF/BP
Survey Date: MAR. 2018
Sheet: 2 OF 2
CERTIFICATIONS OF APPRAISERS
REED PATRICK COLEMAN
247 FAUBION DR
GEORGETOWN, TX 78628

You may wish to laminate the pocket identification card to preserve it.

The person named on the reverse is licensed by the Texas Appraiser Licensing and Certification Board.

Inquiry as to the status of this license may be made to:

Texas Appraiser Licensing and Certification Board
P.O. Box 12188
Austin, TX 78711-2188
www.talcb.texas.gov
(512) 936-3001
Fax: (512) 936-3899

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1336803 G
Issued: 03/27/2019 Expires: 03/31/2021
Appraiser: REED PATRICK COLEMAN

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner
January 27, 2020

Mr. Wayne S. Watts, P.E., CFM
City Engineer
City of Leander
P.O. Box 319
Leander, TX 78646

RE: Addendum letter to the January 16, 2020 appraisal of the proposed Right of way segments to be vacated & released to “Northline PUD” containing a 14,712 SF portion & 54,292 SF portion of Mel Mathis Boulevard and a 556 SF portion of E. San Gabriel Parkway. Property Owner: City of Leander

Dear Mr. Watts:

At your request I have provided an addendum letter for the above referenced property. The purpose of this addendum letter is to develop an opinion of the market value of the rights being dedicated by “Northline PUD” as a result of segments containing 3.55 acres in exchange for the rights being vacated by the City of Leander containing 1.594 acres as referenced in our previous appraisal. As will be discussed within this Addendum letter, the parent tracts from which the proposed dedicated acreage are being conveyed from represent the same parent tracts as the above referenced areas to be vacated were considered to be assembled with. As such the pro-rate share of these areas to be dedicated will be calculated on a similar basis given that an analysis and value estimate of the parent tracts has previously been provided in the January 16, 2020 appraisal report.

This Addendum letter should only be used as supplemental material to the previous appraisal of the above referenced property dated January 16, 2020 with an effective date of December 19, 2019. Use of this Addendum letter is only valid and may only be thoroughly understood when used in conjunction with the January 16, 2020 appraisal report.

The rights proposed for donation represent 3.55 Total Acres comprised of the following segments: Area Number (s) 12) 0.356 Acres, 13) 0.874 Acres, 14) 1.295 Acres 15) 1.025 Acres. Please refer to R.O.W. exhibit on page 6 of this letter for a graphical depiction and location of these areas.

Area Numbers 12 (0.356 acre) & 14 (1.295 acre) are a portion of a 45.3395 acre parent tract located along the west line of Mel Mathis & east line of the railroad south of E. San Gabriel Parkway. Area Numbers 13 (0.874 acre) & 15 (1.025 acre) are a portion of a 47.5871 acre parent tract located along the east line of Mel Mathis & west line of U.S. Highway 183-A.
An analysis within the January 16, 2020 appraisal report was performed for the 45.3395 acre & 47.5871 acre parent tracts as shown on pages 76-86 of the report. As shown within the report the per unit value estimate for the 45.3395 acre parent tract was estimated at $3.05/SF while the value estimate for the 47.5871 acre parent tract was estimated at $3.65/SF. Based upon these per unit value estimates the proposed dedicated R.O.W. segments are considered to represent a pro-rate share of these larger parent tracts. As such the value estimates of the proposed R.O.W. segments can be calculated as follows:

Area Number 12; 0.356 Acre x 43,560 SF x $3.05/SF = $47,297
Area Number 13; 0.874 Acre x 43,560 SF x $3.65/SF = $138,961
Area Number 14; 1.295 Acre x 43,560 SF x $3.05/SF = $172,051
Area Number 15; 1.025 Acre x 43,560 SF x $3.65/SF = $162,969

Total $521,278
Certification Statement
We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- We certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- We have performed services, as appraisers, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
• Reed P. Coleman, MAI has made an inspection of the subject property.

• The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

• The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

• As of the date of this report, I, Reed P. Coleman, MAI, have completed the continuing education program for Designated Members of the Appraisal Institute.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), we have made the following value conclusion(s):

The following is a summary of the market value opinion of the rights being dedicated as a result of the proposed 3.55 Total Acres comprised of the following segments; Area Number (s) 12) 0.356 Acres, 13) 0.874 Acres, 14) 1.295 Acres 15)1.025 Acres out of the “Northline PUD”, Leander, Williamson County, Texas as of December 19, 2019

Area Number 12; 0.356 Acre x 43,560 SF x $3.05/SF = $47,297
Area Number 13; 0.874 Acre x 43,560 SF x $3.65/SF = $138,961
Area Number 14; 1.295 Acre x 43,560 SF x $3.05/SF = $172,051
Area Number 15; 1.025 Acre x 43,560 SF x $3.65/SF = $162,969

Total $521,278

Respectfully submitted,
Southwest Realty Advisors, LLC

[Signature]

Reed Coleman, MAI
State Certified General Real Estate Appraiser
No. TX-1336803-G
R.O.W. EXHIBITS & CORRESPONDENCE
RE: NORTHLINE PHASE 1 – VACATION REQUEST

Dear City of Leander:

The design of the Northline project’s street grid and general land plan as part of its Phase 1 development, pursuant to the approved Northline PUD, per Ordinance No. 18-082-00, supports need for the dedication of land to the City of Leander and the request to vacate and release certain land from the City of Leander as outlined in the enclosed exhibit.

The Northline PUD provides for the dedication of land to the City of Leander for street ROW and civic spaces. The implementation of the Northline design of Northline supports the request to vacate and release specified land from the City due to excess ROW or because the land is no longer needed or beneficial to the City due to project’s design.

Northline’s urban street design is distinct from the existing Mel Mathis Avenue that is located within the project area. Specifically, the Northline street grid provides for a street ROW width that is narrower than the existing ROW of Mel Mathis Avenue and so there will be “excess ROW” that can be vacated and released by the City due to the redesign of this existing street into future Main Street. In addition, the City acquired more ROW than is being used for Mel Mathis Avenue south of the proposed College Way and that excess ROW will not be necessary in the future for Main Street because of the reduced width within Northline, and so that additional excess land is requested to be vacated and released as well.

There also is a sliver of land owned by the City adjacent to the new Main Street ROW south of the future College Way that can be vacated and released by the City and brought into the project in order to better utilize this land and increase the tax base for the project area.

As reflected on the enclosed exhibit, the amount of land requested to be vacated and released to Northline is 1.594 acres and the amount of land to be dedicated and conveyed to the City is 3.55 acres or more than twice the amount being requested to be released.

Of course, as later phases of the Northline development continue, there will be significantly more land that will be dedicated to the City for street ROW and civic spaces as detailed in the Northline PUD.

Please also find the enclosed letter from Big Red Dog, a division of WGI, explaining the specific request in additional detail.
Best regards,

[Signature]

Alexander H. Tynberg, President
Northline Leander Development Company, LLC

Enclosures
September 20, 2019

City of Leander
201 N. Brushy Street,
Leander, TX 78641

RE: Northline Phase 1 – ROW Vacation Request

To whom it may concern,

The submitted right-of-way (ROW) vacation requests are in regard to the Northline Phase 1 development. These ROW vacations will modify portions of the Mel Mathis ROW south of San Gabriel Pkwy, portions of the San Gabriel Pkwy ROW at the intersection of Mel Mathis Blvd, and a portion of City owned property south of the future College Way ROW. The existing ROW width of Mel Mathis Boulevard is ± 80’, and these ROW vacations will reduce the ROW to the widths shown on Exhibit-D in the approved Northline PUD. Portions of the San Gabriel Pkwy ROW at the intersection of Mel Mathis Boulevard will also be vacated to true up the intersection and block corners. The portion of City owned property south of the future College Way ROW will be vacated as well to provide Lot frontage onto Mel Mathis Blvd, and to accommodate drainage releasing into the Brushy Creek floodplain.

If you should have any questions about the information contained herein, please do not hesitate to contact BRD offices for clarification.

Regards,

BIG RED DOG, a division of WGI
Texas Engineering Firm No. F-15085

Amir Namakforoosh, P.E.
Civil Market Leader
AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ABANDONING PORTIONS OF THE ORIGINAL SAN GABRIEL PARKWAY AND MEL MATHIS BOULEVARD RIGHTS-OF-WAY; AUTHORIZING THE CONVEYANCE OF SAID ABANDONED RIGHTS-OF-WAY IN EXCHANGE FOR RIGHT-OF-WAY DEDICATIONS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Leander, Texas (the “City”) and the Area Leander 1, L.P. (the ”Developer”) entered a Development Agreement for The Northline PUD dated June 7, 2018 (the “Development Agreement”), in which the Developer intends to develop various tracts of land as a mixed use commercial, office, retail hotel, multifamily and residential development (the “Project”);

Whereas, pursuant to the proposed Development Agreement, City Ordinance No. 18-082-00, and in conformance with the Project’s Phase 1 street grid and general land plan development, there is a need for the dedication of land to the City and a release of certain rights-of-way by the City;

Whereas, the Project’s urban street design is distinct from the existing Mel Mathis Boulevard configuration;

Whereas, the Project’s Phase 1 street grid design provides for a more proper alignment of the southern intersection of San Gabriel Parkway with the existing Mel Mathis Boulevard, as well as street right-of-way width that is narrower than the existing right-of-way of Mel Mathis Boulevard, resulting in excess rights-of-way and narrow strips of land totaling approximately 1.594 acres that are no longer necessary as street rights-of-way by the City or public (“Excess ROW”);

Whereas, Developer will dedicate approximately 3.55 acres of street right-of-way to the City by final plat (“Dedicated ROW”);

Whereas, the Excess ROW is more particularly described and shown in Exhibits “A” and “B” attached hereto and incorporated herein for all purposes, and the Dedicated ROW is generally shown in Exhibit “B”;

Whereas, the City desires to vacate, abandon and exchange the Excess ROW with Developer and accept the Dedicated ROW from Developer;

Whereas, the Developer will dedicate a temporary wastewater easement in a form substantially similar to that set forth in Exhibit “C” over the land described in Exhibit “C” and a temporary drainage easement in a form substantially similar to that set forth in Exhibit “D” over the land described in Exhibit “D” to the City for utilities located in a portion of the Excess ROW (the “Temporary Easements”), which will be in effect until such utilities are relocated;

Whereas, the Developer owns the land abutting the Excess ROW;

Whereas, pursuant to Texas Local Government Code Section 272.001(b), notice and bidding
requirements related to the sale or exchange of land owned by a political subdivision do not apply to land that, because of its shape, lack of access to public roads, or small area cannot be used independently under current zoning or under applicable subdivision or other development control ordinances, or to land or real property interests originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;

Whereas, the City obtained an appraisal establishing the fair market value of the Excess ROW and Dedicated ROW in the amounts of $222,542 and $521,278, respectively; and

Whereas, the appraisal demonstrates that the fair market value of the Dedicated ROW (which the City will receive in exchange for the Excess ROW) exceeds the fair market value of the Excess ROW;

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

Section 1. Findings of Fact. The findings and recitations set out hereinabove are 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. Rights-of-Way. The portions of Excess ROW described and shown in Exhibits “A” and “B” are hereby authorized to be permanently closed, vacated, abandoned and conveyed as detailed herein. The vacation, closure, and abandonment shall be effective upon approval by the Planning and Zoning Commission of a final plat dedicating the Dedicated ROW to the City and recording of instruments granting the Temporary Easements to the City.

Section 3. Consideration and Authorization to Execute Special Warranty Deed. In consideration for the vacation and exchange of the Excess ROW for the Dedicated ROW as detailed herein, the City Manager and the City Secretary are hereby authorized, empowered, instructed and directed to execute a special warranty deed conveying the rights and interests of the City in the Excess ROW to the Developer upon the final plat conveying Developer’s rights and interests in the Dedicated ROW to the City being approved and ready for recording in the county real property records and the recording of instruments granting the Temporary Easements to the City. Upon the execution and filing of the special warranty deed in the county real property records, such deed shall be and become a valid and binding act and deed of the City of Leander, Texas.

Section 4. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 5. Open Meetings. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

FINALLY PASSED AND ADOPTED this _____ day of ____________, 2020.
Attest: The City of Leander, Texas

______________________________
Dara Crabtree, City Secretary

______________________________
Troy Hill, Mayor
Exhibit "A"

Excess ROW Descriptions
+/- 1.594 acres
EXHIBIT “ ”

(Partial Right-of-Way Vacation of San Gabriel Parkway)
William Mansil Survey Abstract No. 437

Legal Description
BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0128 ACRES (556 SQUARE FEET) OUT OF THE WILLIAM MANSIL SURVEY ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF SAN GABRIEL PARKWAY (A. K. A. COUNTY ROAD 276 RIGHT-OF-WAY VARIES) DEDICATED IN DOCUMENT NO. 2004068740, DOCUMENT NO. 2006066934 AND DOCUMENT NO. 2010082651 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0128 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Part 1 – 0.0054 Acres (233 square feet)

BEGINNING, at an iron rod with “Baker Aicklen” cap found for a point of curvature in the south right-of-way line of said San Gabriel Parkway, and being in the north line of a remainder of a called 22.781 acres tract (described as Tract “A-2”) conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), and being the east corner and POINT OF BEGINNING hereof, from which an iron rod with “Baker Aicklen” cap found for a point of tangency in the south right-of-way line of said San Gabriel Parkway, being the north line of said Northline Leander 22.781 acre tract bears, along the arc of a curve to the left, whose radius is 1,113.00 feet, whose arc length is 444.36 feet and whose chord bears N59°35’57”E, a distance of 441.42 feet;

THENCE, with the south right-of-way line of said San Gabriel Parkway, the north line of said Northline Leander 22.781 acre tract, and in part with the north right-of-way line of Mel Mathis Boulevard (80’ right-of-way) dedicated in Document No. 2012077074 and Document No. 2014077239 both of the (O.P.R.W.C.T.), S69°56’34”W, passing at a distance of 115.18 feet a 1/2-inch iron rod with “4Ward-Boundary” cap set for the intersection of the south right-of-way line of said San Gabriel Parkway and the east right-of-way line of said Mel Mathis Boulevard, and being a north corner of said Northline Leander 22.781 acre tract, in all a distance of 117.40 feet to a calculated point for the southwest corner hereof;

THENCE, leaving the north right-of-way of said Mel Mathis Boulevard, over and across said San Gabriel Parkway the following three (3) courses and distances:

1) N17°52’36”W, a distance of 4.18 feet to a calculated point for the northwest corner hereof;
2) N72°05’29”E, a distance of 96.68 feet to a calculated point for a point of curvature hereof;
3) Along the arc of a curve to the left, whose radius is 822.69 feet, whose arc length is 20.44 feet and whose chord bears N71°27’58”E, a distance of 20.64 feet to the POINT OF BEGINNING hereof, containing 0.0054 Acres (233 Square Feet) more or less.

Part 2 – 0.0074 Acres (323 square feet)

COMMENCING, at an iron rod with “Baker Aicklen” cap found for a point of curvature in the south right-of-way line of said San Gabriel Parkway, and being in the north line of a remainder of called 22.781 acre tract (described as Tract “A-2”) conveyed to Northline Leander in Document No. 2019058968 of the (O.P.R.W.C.T.), from which an iron rod with “Baker Aicklen” cap found for a point of tangency in the
south right-of-way line of said San Gabriel Parkway, being the north line of said Northline Leander 22.781 acre tract bears, along the arc of a curve to the left, whose radius is 1,113.00 feet, whose arc length is 444.36 feet and whose chord bears N59°35'57"E, a distance of 441.42 feet;

THENCE, with the south right-of-way line of said San Gabriel Parkway, the north line of said Northline Leander 22.781 acre tract, and in part with the north right-of-way line of said Mel Mathis Boulevard, S69°56'34"W, passing at a distance of 115.18 feet a 1/2-inch iron rod with “4Ward-Boundary” cap set for the intersection of the south-right-of-way line of said San Gabriel Parkway and the east right-of-way line of Mel Mathis Boulevard (80’ right-of-way) dedicated in Document No. 2012077074 and Document No. 2014077239 both of the (O.P.R.W.C.T.), in all a distance of 117.40 feet to a calculated point for the southwest corner hereof;

THENCE, with the north right-of-way line of said Mel Mathis Boulevard and the south-right-of-way line of said San Gabriel Parkway, S69°56'34"W, a distance of 75.05 feet to a calculated point for the southeast corner and POINT OF BEGINNING hereof;

THENCE, with the south-right-of-way line of said San Gabriel Parkway, and with the north-right-of-way line of said Mel Mathis Boulevard, and in part with the north line of Northline Leander 22.781 acre tract, the following two (2) courses and distances:

1) S69°56'34"W, passing at a distance of 2.78 feet, a 1/2-inch iron rod with “4Ward-Boundary” cap set for the northwest corner of said Mel Mathis Boulevard and the northeast corner of said Northline Leander 22.781 acre tract, in all 42.22 feet to a cotton spindle found for the southwest corner hereof;
2) N16°34'08"W, a distance of 8.47 feet to an iron rod with “Baker Aicken” cap found for the northwest corner hereof;

THENCE, leaving the north line of said Northline Leander 22.781 acre tract, over and across said San Gabriel Parkway the following two (2) courses and distances:

1) N72°05'25"E, a distance of 42.00 feet to a calculated point for the northeast corner hereof,
2) S17°52'36"E, a distance of 6.88 feet to the POINT OF BEGINNING hereof, containing 0.0074 Acres (323 Square Feet) more or less.

In all containing 1.2475 Acres (54,339 Square Feet) more or less being:

| Part 1 | 0.0054 Acres (233 Square Feet) |
| Part 2 | 0.0074 Acres (323 Square Feet) |

Total Acreage 0.0128 Acres (556 Square Feet)

NOTE:
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_San Gabriel ROW vacation.dwg)

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

8/28/19
SAN GABRIEL PARKWAY
A.K.A. C.R. 276,
(R.O.W. VARIES)
DOC. NO. 2004068840, 2008066031
2010082651, O.P.R.W.C.T.

P.O.B.
PART 1:
P.O.C.
PART 2:

GRID N: 10,188,698.28
GRID E: 3,076,289.84

GRID N: 10,188,764.28
GRID E: 3,076,470.59

PART 2
0.0074 ACRE(S)
323 SQUARE FEET

MEL MATHIS BOULEVARD
(80' R.O.W.)
DOC. NO. 2012077074,
2014072229
O.P.R.W.C.T.

PART 1
0.0054 ACRE(S)
233 SQUARE FEET

[ ] REMAINDER OF
CALLED 22.781 ACRES
(DESCRIBED AS EXHIBIT A-2)
NORTHLINE LEANDER
DEVELOPMENT COMPANY, LLC
DOC. NO. 2019058968
O.P.R.W.C.T.

WILLIAM MAN SIL
SURVEY
ABSTRACT NO. 437

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RECORD CURVE TABLE

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0.0128 ACRE
RIGHT-OF-WAY VACATION
City of Leander,
Williamson County, Texas

AWARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date: 8/28/2019
Project: 00508
Scale: 1" = 50'
Reviewer: PRB
Tech: CC
Field Crew: TF/BP
Survey Date: MAR, 2018
Sheet: 1 OF 2
0.0128 ACRE
RIGHT-OF-WAY VACATION
City of Leander,
Williamson County, Texas

NOTES:
1) ALL BEARINGS ARE BASED ON THE TEXAS STATE
PLANE COORDINATE SYSTEM, GRID CENTRAL ZONE,
(4203), NAD83. ALL DISTANCES WERE ADJUSTED TO
SURFACE USING A COMBINED SCALE FACTOR OF
1.00013805545.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LEGEND
- PROPOSED BOUNDARY LINE
- EXISTING PROPERTY LINES
- 1/2" IRON ROD WITH
  "WARD--5811" CAP SET
- CALCULATED POINT
- COTTON SPINDLE FOUND
- IRON ROD WITH
  "BAKER AICKLEN" CAP FOUND

P.O.B.  POINT OF BEGINNING
P.O.C.  POINT OF COMMENCEMENT
DOC. NO. DOCUMENT NUMBER
CAB./SLD. CABINET, SLIDE
R.O.W.  RIGHT-OF-WAY
P.R.W.C.T. PLAT RECORDS,
WILLIAMSON COUNTY, TEXAS
O.P.W.C.T. OFFICIAL PUBLIC RECORDS,
WILLIAMSON COUNTY, TEXAS
(......) RECORD INFORMATION PER
DOC. NO. 2010092851
((......)) RECORD INFORMATION PER
DOC. NO. 201609577

LINE TABLE

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RECORD LINE TABLE

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4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date: 8/28/2019
Project: 00508
Scale: 1" = 50'
Reviewer: PRB
Tech: CC
Field Crew: TF/BP
Survey Date: MAR. 2018
Sheet: 2 OF 2
EXHIBIT "   "

(Partial Right-of-Way Vacation of Mel Mathis Boulevard)
William Marsil Survey Abstract No. 437
Talbot Chambers Survey, Abstract No. 125

Legal Description


Part 1 – 0.0232 Acres (1,009 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 – right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder of a called 22.781 acres (described as Exhibit A-2) conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Northline Leander 22.781 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03'41"E, a distance of 712.11 feet;

THENENCE, with the south right-of-way line of said San Gabriel Parkway and the north line of said Northline Leander 22.781 acre tract the following three (3) courses and distances:

1) S48°14'14"W, a distance of 93.39 feet to an iron rod with "Baker Aicklen" cap found for a point of curvature,
2) Along the arc of a curve to the right, whose radius is 1,113.00 feet, whose arc length is 444.36 feet and whose chord bears S59°35'57"W, a distance of 441.42 feet to an iron rod with "Baker Aicklen" cap found for a point of tangency.
3) S69°56'34"W, a distance of 115.18 feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the intersection of the south right-of-way line of said San Gabriel Parkway and the east right-of-way line of said Mel Mathis Boulevard both of the (O.P.R.W.C.T.), and being the northeast corner and POINT OF BEGINNING hereof;

THENENCE, leaving the south right-of-way line of said San Gabriel Parkway, with the east right-of-way line of said Mel Mathis Boulevard, S17°55'29"E, a distance of 421.89 feet to a calculated point for the southeast corner hereof;

THENENCE, over and across said Mel Mathis Boulevard the following two (2) courses and distances:

1) S69°27'26"W, a distance of 2.57 feet to a calculated point for the southwest corner hereof,
2) **N17°52'36"W**, a distance of **421.93 feet** to a calculated point for the northwest corner hereof, being in the south right-of-way line of said San Gabriel Parkway, and being the north right-of-way line of said Mel Mathis Boulevard;

**THENCE**, with the south right-of-way line of said San Gabriel Parkway and the north right-of-way line of said Mel Mathis Boulevard, **N69°56'34"E**, a distance of **2.22 feet** to the **POINT OF BEGINNING** hereof, containing 0.0232 Acres (1,009 Square Feet) more or less.

**Part 2 -- 0.0253 Acres (1,100 square feet)**

**COMMENCING**, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 - right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03'41"E, a distance of 712.11 feet;

**THENCE**, with the south right-of-way line of said San Gabriel Parkway, the north line of said Northline Leander 22.781 acre tract, and the north right-of-way line of Mel Mathis Boulevard (80' right-of-way) as dedicated in Document No. 2012077074 and Document No. 2014077239 both of the (O.P.R.W.C.T.), the following three (3) courses and distances:

1) **S48°14'14"W**, a distance of 93.39 feet to an iron rod with “Baker Aicklen” cap found for a point of curvature,

2) Along the arc of a curve to the right, whose radius is 1,113.00 feet, whose arc length is 444.36 feet and whose chord bears **S59°35'57"W**, a distance of 441.42 feet to an iron rod with “Baker Aicklen” cap found for a point of tangency,

3) **S69°56'34"W**, passing at a distance of 115.18 feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the intersection of the southwest right-of-way line of said San Gabriel Parkway and the east right-of-way line of said Mel Mathis Boulevard, in all a distance of 192.45 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** hereof;

**THENCE**, leaving the south right-of-way line of said San Gabriel Parkway, over and across said Mel Mathis Boulevard the following two (2) Courses and distances:

1) **S17°52'36"E**, a distance of **422.56 feet** to a calculated point for the southeast corner hereof,

2) **S69°27'26"W**, a distance of **2.43 feet** to a calculated point for the southwest corner hereof, being in the west right-of-way line of said Mel Mathis Boulevard;

**THENCE**, with the west right-of-way line of said Mel Mathis Boulevard, **N17°55'30"W**, a distance of **422.57 feet** to a 1/2-inch iron rod with 4Ward-Boundary cap set in the south right-of-way line of said San Gabriel Parkway, being the northwest corner of said Mel Mathis Boulevard, which a cotton spindle found for an angle point in the south right-of-way line of said San Gabriel Parkway and the north line of said Northline Leander 22.781 acres tract bears, **S69°56'34"W**, a distance of 39.44 feet;
THENCE, with the north right-of-way line of said Mel Mathis Boulevard, N69°56'34"E, a distance of 2.78 feet to the POINT OF BEGINNING hereof, containing 0.0253 Acres (1,100 Square Feet) more or less.

**Part 3 – 0.7624 Acres (33,208 square feet)**

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400’ right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 – right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03’41”E, a distance of 712.11 feet;

THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22.781 acres tract, said Northline Leander 47.5871 acres tract, radially S27°51’08”W, a distance of 879.35 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof, being in the east right-of-way line of Mel Mathis Boulevard (80’ right-of-way) as dedicated in Document No. 2012077074 and Document No. 201407723.9 both of the (O.P.R.W.C.T.), and being the west line of said Northline Leander 47.5871 acre tract;

THENCE, with the east right-of-way line of said Mel Mathis Boulevard, and the west line of said Northline Leander 47.5871 acre tract, S20°34’14”E, a distance of 401.59 feet to a calculated point for the southeast corner hereof;

THENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard S69°27’26”W, a distance of 82.55 feet to a calculated point for the southwest corner hereof, being in the west right-of-way line of said Mel Mathis Boulevard, and being in the east line of Lot 2, San Gabriel Park Subdivision, a subdivision recorded in Cabinet Y, Slide 364-367 of the Plat Records of Williamson County, Texas (P.R.W.C.T.) conveyed as a called 45.3395 acres tract to Northline Leander in Document No. 2019058968 (O.P.R.W.C.T.);

THENCE, with the west right-of-way line of said Mel Mathis Boulevard and the east line of said Lot 2, N20°36’40”W, a distance of 401.59 feet to a calculated point for the northwest corner hereof;

THENCE, leaving the east line of said Lot 2, over and across said Mel Mathis Boulevard, N69°27’26”E, a distance of 82.83 feet to the POINT OF BEGINNING hereof, containing 0.7624 Acres (33,208 Square Feet) more or less.

**Part 4 – 0.0813 Acres (3,541 square feet)**

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400’ right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 – right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No.
2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03'41"E, a distance of 712.11 feet;

THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22.781 acres tract, said Northline Leander 47.5871 acres tract, radially S11°45'53"W, a distance of 1,229.84 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof, being in the east right-of-way line of Mel Mathis Boulevard (80' right-of-way) as dedicated in Document No. 2012077074 and Document No. 201407723.9 both of the (O.P.R.W.C.T.), and being the west line of said Northline Leander 47.5871 acre tract;

THENCE, with the east right-of-way line of said Mel Mathis Boulevard, and the west line of said Northline Leander 47.5871 acre tract, S20°34'14"E, a distance of 402.60 feet to a calculated point for the southeast corner hereof;

THENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard the following three (3) courses and distances:

1) S69°27'26"W, a distance of 8.89 feet to a calculated point for the southwest corner hereof,
2) N20°32'34"W, a distance of 402.60 feet to a calculated point for the northwest corner hereof,
3) N69°27'26"E, a distance of 8.70 feet to the POINT OF BEGINNING hereof, containing 0.0813 Acres (3.541 Square Feet) more or less.

Part 5 – 0.1254 Acres (5,464 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 – right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03'41"E, a distance of 712.11 feet;

THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22.781 acres tract, said Northline Leander 47.5871 acres tract, radially S11°45'53"W, a distance of 1,229.84 feet to a calculated point in the east right-of-way line of Mel Mathis Boulevard (80' right-of-way) as dedicated in Document No. 2012077074 and Document No. 201407723.9 both of the (O.P.R.W.C.T.), being the west line of said Northline Leander 47.5871 acre tract;

THENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard, N69°27'26"E, a distance of 68.70 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof;

THENCE, continuing over and across said Mel Mathis Boulevard the following two (2) courses and distances:
1) S20°32'34"E, a distance of 402.60 feet to a calculated point for the southeast corner hereof;
2) S69°27'26"W, a distance of 13.33 feet to a calculated point for the southwest corner hereof, being in the west right-of-way line of said Mel Mathis Boulevard and the east line of Lot 2, San Gabriel Park Subdivision, a subdivision recorded in Cabinet Y, Slide 364-357 of the Plat Records of Williamson County, Texas (P.R.W.C.T.) conveyed as a called 45.3395 acres tract to Northline Leander Development Company, LLC in Document No. 2019058968 (O.P.R.W.C.T.);

THENCE, with the west right-of-way line of said Mel Mathis Boulevard and the east line of said Lot 2, N20°36’40”W, a distance of 402.60 feet to a calculated point for the northwest corner hereof;

THENCE, leaving the east line of said Lot 2, over and across said Mel Mathis Boulevard, N69°27’26”E, a distance of 13.81 feet to the POINT OF BEGINNING hereof, containing 0.1254 Acres (5,464 Square Feet) more or less.

Part 6 – 0.0934 Acres (4,068 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400’ right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 – right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03’41”W, a distance of 712.11 feet;

THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 47.5871 acres tract, said Northline Leander 47.5871 acres tract, radially S03°11’50”E, a distance of 1,632.15 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof, being in the east right-of-way line of Mel Mathis Boulevard (80° right-of-way) as dedicated in Document No. 2012077074 and Document No. 2014077239 both of the (O.P.R.W.C.T.), and being the west line of said Northline Leander 47.5871 acre tract;

THENCE, with the east right-of-way line of said Mel Mathis Boulevard, and the west line of said Northline Leander 47.5871 acre tract, S20°34’14”E, a distance of 450.59 feet to a calculated point for the southeast corner hereof, from which a 1/2-inch iron rod with “4Ward-Boundary” cap set for the southwest corner of said Northline Leander 47.5871 acre tract, being the northwest corner of a remainder of a called 100.00 acres tract conveyed to Austin Community College District in Document No. 2010030836 (O.P.R.W.C.T.) bears, S20°34’14”E, a distance of 27.00 feet;

THENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard the following three (3) courses and distances:

1) S69°24’42”W, a distance of 9.14 feet to a calculated point for the southwest corner hereof,
2) N20°32’34”W, a distance of 450.60 feet to a calculated point for the northwest corner hereof,
3) N69°27’26”E, a distance of 8.92 feet to the POINT OF BEGINNING hereof, containing 0.0934 Acres (4,068 Square Feet) more or less.

Part 7 – 0.1355 Acres (5,902 square feet)
COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 - right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03’41”E, a distance of 712.11 feet;

THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22.781 acres tract, said Northline Leander 47.5871 acres tract, radially S03°11’50”W, a distance of 1,632.15 feet to a calculated point in the east right-of-way line of Mel Mathis Boulevard (80’ right-of-way) as dedicated in Document No. 2012077074 and Document No. 201407723.9 both of the (O.P.R.W.C.T.), being the west line of said Northline Leander 47.5871 acre tract;

THENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard, N69°27’26”E, a distance of 68.92 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof;

THENCE, continuing over and across said Mel Mathis Boulevard the following two (2) courses and distances:

1) S20°32’34”E, a distance of 447.20 feet to a calculated point for the southeast corner hereof,

2) S69°25’51”W, a distance of 13.36 feet to a calculated point for the southwest corner hereof, being in the west right-of-way line of said Mel Mathis Boulevard, and being in the east line of Lot 2, San Gabriel Park Subdivision, a subdivision recorded in Cabinet Y, Slide 364-367 of the Plat Records of Williamson County, Texas (P.R.W.C.T.) conveyed as a called 45.395 acres tract to Northline Leander Development, LLC in Document No. 2019058968 (O.P.R.W.C.T.);

THENCE, with the west right-of-way line of said Mel Mathis Boulevard, and the east line of said Lot 2, the following three (3) courses and distances:

1) N20°29’04”W, a distance of 242.52 feet to a 1/2-inch iron rod with 4Ward-Boundary” cap set for an angle point in the west line hereof,

2) N20°26’00”W, a distance of 27.68 feet to a 1/2-inch iron rod with 4Ward-Boundary” cap set for an angle point in the west line hereof,

3) N20°36’40”W, a distance of 177.00 feet to a calculated point for the northwest corner hereof;

THENCE, leaving the east line of said Lot 2, over and across said Mel Mathis Boulevard, N69°27’26”E, a distance of 13.27 feet to the POINT OF BEGINNING hereof, containing 0.1355 Acres (5,902 Square Feet) more or less.

In all containing 1.2465 Acres (54,292 Square Feet) more or less being:

Part 1 0.0232 Acres (1,009 Square Feet)
Part 2 0.0253 Acres (1,100 Square Feet)
Part 3 0.7624 Acres (33,208 Square Feet)
Part 4 0.0813 Acres (3,541 Square Feet)
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**NOTE:**

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138895545. See attached sketch (reference drawing: 00508_Mel Mathis ROW vacation.dwg)

8/28/19

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC
P.O.C.
GRID N: 10,189,049.82
GRID E: 3,076,920.92

US HWY 183A (400 R.O.W.)
DOC. NO. 201202700

5' AERIAL UTILITY EASEMENT
DOC. NO.
201202700

[F]

MATCHLINE "A"

5' AERIAL UTILITY EASEMENT
DOC. NO.
201202700

MATCHLINE "A"

[A]
REMAINDER OF
CALLED 22.781 ACRES
(DESCRIBED AS EXHIBIT A-2)
NORTHLINE LEANDER
DEVELOPMENT COMPANY, LLC
DOC. NO. 2019058968
O.P.R.W.C.T.

WILLIAM MANSIL
SURVEY
ABSTRACT NO. 437

TALBOT CHAMBERS
SURVEY
ABSTRACT NO. 125

1.2465 ACRES
PARTIAL
RIGHT-OF-WAY VACATION
City of Leander,
Williamson County, Texas

Date: 8/28/2019
Project: 00508
Scale: 1" = 100'
Reviewer: PRB
Tech: CC
Field Crew: IF/BP
Survey Date: MAR. 2018
Sheet: 1 OF 5
1.2465 ACRES
PARTIAL
RIGHT-OF-WAY VACATION
City of Leander,
Williamson County, Texas
TALBOTT CHAMBERS SURVEY ABSTRACT NO. 125

P.O.B.
PART 5:
GRID N: 10,187,821.88
GRID E: 3,076,605.88

PART 5
0.1254 ACRE(S)
5,464 SQUARE FEET

PART 4
GRID N: 10,187,845.98
GRID E: 3,076,670.20

PART 4
0.0813 ACRE(S)
3,541 SQUARE FEET

PART 7:
GRID N: 10,187,396.25
GRID E: 3,076,765.37

PART 6:
GRID N: 10,187,420.43
GRID E: 3,076,829.90

1.2465 ACRES
PARTIAL
RIGHT-OF-WAY VACATION
City of Leander,
Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS Firm #10174300

Date: 8/25/2019
Project: 00508
Scale: 1" = 100'
Reviewer: PRB
Tech: CC
Field Crew: TF/BP
Survey Date: MAR. 2018
Sheet: 3 OF 5
MATCHLINE "C"

PART 7
0.1355 ACRE(S)
5,902 SQUARE FEET

[B]
LOT 2
SAN GABRIEL PARK SUBDIVISION
CAB. Y, SLDS. 364-367, P.R.W.C.T

[C]
PORTION OF LOT 2
CALLED 45.3395 ACRES
(DESCRIBED AS EXHIBIT A-3)
NORTHLINE LEANDER
DEVELOPMENT COMPANY, LLC
DOC. NO. 2019058968, O.P.R.W.C.T.

[D]
REMAINDER OF
CALLED 47.5871 ACRES
(DESCRIBED AS EXHIBIT A-1)
NORTHLINE LEANDER
DEVELOPMENT COMPANY, LLC
DOC. NO. 2019058968, O.P.R.W.C.T.

[E]
REMAINDER OF A
CALLED 100,000 ACRES
AUSTIN COMMUNITY COLLEGE DISTRICT
DOC. NO. 2010030836, O.P.R.W.C.T.

[G1]
MEL MATHIS BOULEVARD
(80' R.O.W.)
DOC. NO. 2012077074 O.P.R.W.C.T.

1.2465 ACRES
PARTIAL
RIGHT-OF-WAY VACATION
City of Leander,
Williamson County, Texas

[G2]
MEL MATHIS BOULEVARD
(80' R.O.W.)
DOC. NO. 2014077239 O.P.R.W.C.T.

4WARD
Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date: 8/28/2019
Project: 00508
Scale: 1" = 100' 
Reviewer: PRB
Tech: CC
Field Crew: TF/BP
Survey Date: MAR. 2018
Sheet: 4 OF 5
1.2465 ACRES
PARTIAL
RIGHT-OF-WAY VACATION
City of Leander,
Williamson County, Texas

NOTES:
1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID CENTRAL ZONE, (4203), NAD83. ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000138805543.

2) SEE ATTACHED METES AND Bounds DESCRIPTION.
Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.3377 ACRES (14,712 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY ABSTRACT NO. 125 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF MEL MATHIS BOULEVARD (80' RIGHT-OF-WAY) DEDICATED IN DOCUMENT NO. 2012071704 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND DOCUMENT NO. 2014077239 OF THE (O.P.R.W.C.T.), AND BEING A PORTION OF A CALLED 3.827 ACRE TRACT CONVEYED TO THE CITY OF LEANDER, TEXAS IN DOCUMENT NO. 2014005725 OF THE (O.P.R.W.C.T.), SAID 0.3377 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a calculated point in the west right-of-way line of said Mel Mathis Boulevard, being the east line of Lot 2, San Gabriel Park Subdivision, a subdivision recorded in Cabinet Y, Slide 364-367 of the Plat Records of Williamson County, Texas (P.R.W.C.T.) conveyed as a called 45.3395 acre tract to Northline Leander Development Company L.L.C in Document No. 2019058986 (O.P.R.W.C.T.), and being the northwest corner and POINT OF BEGINNING hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point in the west right-of-way line of said Mel Mathis Boulevard and the east line of said Lot 2 bears, N20°28'10"W, a distance of 174.28 feet;

THENCE, leaving the east line of said Lot 2, over and across said Mel Mathis Boulevard and said City of Leander tract the following five (5) courses and distances:

1) N69°25'51"E, a distance of 11.19 feet to a calculated point for the northeast corner hereof,
2) S20°34'13"E, a distance of 195.43 feet to a calculated point for a point of curvature hereof,
3) Along the arc of a curve to the left, whose radius is 1,070.50 feet, whose arc length is 42.17 feet and whose chord bears S21°41'55"E, a distance of 42.16 feet to a calculated point for a non-tangent point of compound curvature hereof,
4) Along the arc of a curve to the left, whose radius is 1,070.50 feet, whose arc length is 295.81 feet and whose chord bears S30°44'36"E, a distance of 294.87 feet to a calculated point for the southeast corner hereof;
5) S20°20'48"W, a distance of 101.36 feet to a calculated point for the southwest corner hereof, being in the west line of said City of Leander tract and the east line of said Lot 2, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point in the west line of said City of Leander tract and the east line of said Lot 2 bears, S20°56'16"W, a distance of 30.28 feet;

THENCE, with the west line of said City of Leander tract and the east line of said Lot 2 the following five (5) courses and distances:

1) N20°56'16"W, a distance of 106.48 feet to a calculated point for an angle point hereof,
2) N21°18'20"W, a distance of 61.32 feet to a calculated point for an angle point hereof,
3) N16°12'32"W, a distance of 67.74 feet to a calculated point for an angle point hereof,
4) N22°49'04"W, a distance of 50.01 feet to a calculated point for an angle point hereof,
5) N20°28'10"W, a distance of 319.11 feet to the POINT OF BEGINNING hereof, containing 0.337 Acres (14,712 Square Feet) more or less.
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138865545. See attached sketch (reference drawing: 00508_San Gabriel ROW vacation.dwg)

8/28/19
Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC
0.3377 ACRES
RIGHT-OF-WAY VACATION
City of Leander,
Williamson County, Texas

08/28/2019

NOTES:
1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID CENTRAL ZONE, (4203), NAD83. ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00013885548.
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

DATE: 8/28/2019
PROJECT: 00508
SCALE: 1" = 100'
REVIEWER: PRB
TECH: CC
FIELD CREW: TF/PR
SURVEY DATE: MAR. 2018
SHEET: 2 OF 2
Exhibit "B"

Map
Excess ROW & Dedicated ROW
EXHIBIT C
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL PERSONS BY THESE PRESENTS:

TEMPORARY WASTEWATER UTILITY EASEMENT

DATE: February ____, 2020

GRANTOR: NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC,
a Texas limited liability company

GRANTOR’S MAILING ADDRESS: 2501 Tarryhill Place
Austin, Travis County, Texas 78703
Attn: Alex Tynberg

GRANTEE: CITY OF LEANDER, a Texas municipal corporation

GRANTEE’S MAILING ADDRESS: P.O. Box 319
Leander, Williamson County, Texas 78646-0319

CONSIDERATION:

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

EASEMENT PROPERTY:

Part One: 0.0232 acre of land, more or less, out of the William Mansil Survey, Abstract No. 437 in Williamson County, Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Part Two: 0.7624 acre of land, more or less, out of the William Mansil Survey, Abstract No. 437 in Williamson County, Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Part Three: 0.0813 acre of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125 in Williamson County, Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.
Part Four: 0.0934 acre of land, more or less, out of the William Mansil Survey, Abstract No. 437 in Williamson County, Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

EASEMENT PURPOSE:

The easements are dedicated to the public and used solely for the purpose of placing, constructing, grading, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed public structures, facilities, appurtenances and related improvements reasonably necessary and useful for wastewater lines, mains, and pipes, and the supplying of wastewater (the “Facilities”).

EXCEPTIONS TO WARRANTY:

The easements, rights and privileges granted hereby are made by Grantor and accepted by Grantee subject to any and all restrictions, conditions, covenants, easements, rights-of-way, encumbrances, mineral or royalty reservations or interests or other matters affecting the Easement Property, and appearing of record in the Official Public Records of Williamson County, Texas, to the extent and only to the extent, that the same are in effect and validly enforceable against the Easement Property, and all matters that are apparent on the Easement Property.

GRANT OF EASEMENTS:

Grantor, for the Consideration, and subject to the Exceptions to Warranty, and subject to the Covenants and Conditions, does hereby grant, sell, and dedicate unto Grantee, and Grantee’s successors and assigns, a temporary, public wastewater utility easement (the “Easement”) in upon, on, under, and across the Easement Property for the Easement Purpose.

COVENANTS AND CONDITIONS:

The Easement granted by Grantor and accepted by Grantee is subject to the following covenants and conditions:

1. The Easement and the rights granted herein are non-exclusive, and are subject to all of the terms hereof.

2. The Easement and the rights granted herein are temporary and are intended to be replaced by the construction of a new wastewater line within the right-of-way of the adjacent public street. As a result, the Easement and the rights granted herein shall remain in effect only until the new wastewater line has been constructed within the right-of-way of the adjacent public street and the acceptance of such new wastewater line by Grantee for service. At the request of Grantor, Grantee shall confirm the termination of this Easement by written instrument in recordable form,
and upon the recording of such confirming instrument, this Easement shall automatically terminate and expire, and be of no further force and effect.

The covenants and terms of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, on and subject to the Exceptions to Warranty and the Covenants and Conditions, unto Grantee and its successors and assigns, forever. Grantor does hereby binds itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Easement herein granted unto Grantee, its successors and assigns, against every person whosoever lawfully claiming or to claim the Easement or any part thereof, by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

[Separate signature pages follow this page]
GRANTOR:

NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company

By: __________________________
   Alex Tynberg, President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of February, 2020, by Alex Tynberg, as President of NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public - State of Texas
ACCEPTED:

GRANTEE:

CITY OF LEANDER, a Texas municipal corporation

By: __________________________________________
    Richard B. Beverlin, III, City Manager

THE STATE OF TEXAS  §

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _______ day of February, 2020, personally appeared Richard B. Beverlin, III, City Manager, on behalf of the City of Leander, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

________________________________________
Notary Public - State of Texas

AFTER RECORDING, PLEASE RETURN TO:

City of Leander
Attn: City Secretary
P.O. Box 319
Leander, Texas 78646-0319
EXHIBIT A

Part 1—0.0232 Acres (1,009 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 - right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder of a called 22.781 acres (described as Exhibit A-2) conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Northline Leander 22.781 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03'41"E, a distance of 712.11 feet;

THENCE, with the south right-of-way line of said San Gabriel Parkway and the north line of said Northline Leander 22.781 acre tract the following three (3) courses and distances:

1) S48°14'14"W, a distance of 93.39 feet to an iron rod with "Baker Acklen" cap found for a point of curvature,
2) Along the arc of a curve to the right, whose radius is 1,113.00 feet, whose arc length is 444.36 feet and whose chord bears S59°35'57"W, a distance of 441.42 feet to an iron rod with "Baker Acklen" cap found for a point of tangency,
3) S69°56'34"W, a distance of 115.18 feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the intersection of the south right-of-way line of said San Gabriel Parkway and the east right-of-way line of said Mel Mathis Boulevard both of the (O.P.R.W.C.T.), and being the northeast corner and POINT OF BEGINNING hereof;

THENCE, leaving the south right-of-way line of said San Gabriel Parkway, with the east right-of-way line of said Mel Mathis Boulevard, S17°55'29"E, a distance of 421.89 feet to a calculated point for the southeast corner hereof;

THENCE, over and across said Mel Mathis Boulevard the following two (2) courses and distances:

1) S69°27'26"W, a distance of 2.57 feet to a calculated point for the southwest corner hereof;
2) N17°52'36"W, a distance of 421.93 feet to a calculated point for the northwest corner hereof, being in the south right-of-way line of said San Gabriel Parkway, and being the north right-of-way line of said Mathis Boulevard;

THENCE, with the south right-of-way line of said San Gabriel Parkway and the north right-of-way line of said Mel Mathis Boulevard, N69°56'34"E, a distance of 2.22 feet to the POINT OF BEGINNING hereof, containing 0.0232 Acres (1,009 Square Feet) more or less.
Part 2 — 0.7624 Acres (33,208 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 - right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03'41"E, a distance of 712.11 feet;

THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22.781 acres tract, said Northline Leander 47.5871 acres tract, radially S27°51'08"W, a distance of 879.35 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof, being in the east right-of-way line of Mel Mathis Boulevard (80' right-of-way) as dedicated in Document No. 2012077704 and Document No. 2014077239 both of the (O.P.R.W.C.T.), and being the west line of said Northline Leander 47.5871 acre tract;

THENCE, the east right-of-way line of said Mel Mathis Boulevard, and the west line of said Northline Leander 47.5871 acre tract, S20°34'14"E, a distance of 401.59 feet to a calculated point for the southeast corner hereof;

THENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard S69°27'26"W, a distance of 82.55 feet to a calculated point for the southwest corner hereof, being in the west right-of-way line of said Mel Mathis Boulevard, and being in the east line of Lot 2, San Gabriel Park Subdivision, a subdivision recorded in Cabinet Y, Slide 364-367 of the Plat Records of Williamson County, Texas (P.R.W.C.T.) conveyed as a called 45.3395 acres tract to Northline Leander in Document No. 2019058968 (O.P.R.W.C.T.);

THENCE, with the west right-of-way line of said Mel Mathis Boulevard and the east line of said Lot 2, N20°36'40"W, a distance of 401.59 feet to a calculated point for the northwest corner hereof;

THENCE, leaving the east line of said Lot 2, over and across said Mel Mathis Boulevard, N69°27'26"E, a distance of 82.83 feet to the POINT OF BEGINNING hereof, containing 0.7624 Acres (33,208 Square Feet) more or less.

Part 3 — 0.0813 Acres (3,541 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 - right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03'41"E, a distance of 712.11 feet;
THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22.781 acres tract, said Northline Leander 47.5871 acres tract, radially S11°45'53"W, a distance of 1,229.84 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof, being in the east right-of-way line of Mel Mathis Boulevard (80 right-of-way) as dedicated in Document No. 2012077074 and Document No. 201407723.9 both of the (O.P.R.W.C.T.), and being the west line of said Northline Leander 47.5871 acre tract;

THENCE, with the east right-of-way line of said Mel Mathis Boulevard, and the west line of said Northline Leander 47.5871 acre tract, S20°34'14"E, a distance of 402.60 feet to a calculated point for the southeast corner hereof;

THENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard the following three (3) courses and distances:

1) S69°27'26"W, a distance of 8.89 feet to a calculated point for the southwest corner hereof,
2) N20°32'34"W, a distance of 402.60 feet to a calculated point for the northwest corner hereof,
3) N69°27'26"E, a distance of 8.70 feet to the POINT OF BEGINNING hereof, containing 0.0813 Acres (3,541 Square Feet) more or less.

Part 4 — 0.0934 Acres (4,068 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400 right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 - right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03'41"E, a distance of 712.11 feet;

THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22.781 acres tract, said Northline Leander 47.5871 acres tract, radially S03°11'50"E, a distance of 1,632.15 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof, being in the east right-of-way line of Mel Mathis Boulevard (80 right-of-way) as dedicated in Document No. 2012077074 and Document No. 201407723.9 both of the (O.P.R.W.C.T.), and being the west line of said Northline Leander 47.5871 acre tract;

THENCE, with the east right-of-way line of said Mel Mathis Boulevard, and the west line of said Northline Leander 47.5871 acre tract, S20°34'14"E, a distance of 402.60 feet to a calculated point for the southeast corner hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for the southwest corner of said Northline Leander 47.5871 acre tract, being the northwest corner of a remainder of a called 100.00 acres tract conveyed to Austin Community College District in Document No. 2010030836 (O.P.R.W.C.T.) bears, S20°34'14"E, a distance of 27.00 feet;

THENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard the following three (3) courses and distances:

1) S69°24'42"W, a distance of 9.14 feet to a calculated point for the southwest corner hereof,
2) N20°32'34"W, a distance of 402.60 feet to a calculated point for the northwest corner hereof,
3) N69°27'26"E, a distance of 8.92 feet to the POINT OF BEGINNING hereof, containing 0.0934 Acres (4,068 Square Feet) more or less.
Northline Phase 1 – Mel Mathis Temp Wastewater Esmt.

**[B] LOT 2**
SAN GABRIEL PARK SUBDIVISION
CAB. Y, SLDS. 364-367, P.R.W.C.T

**[C] PORTION OF LOT 2**
CALLED 45.3395 ACRES
(DESCRIBED AS EXHIBIT A-3)
NORTHLINE LEANDER
DEVELOPMENT COMPANY, LLC
DOC. NO. 2019058968, O.P.R.W.C.T.

**[G1] MEL MATHIS BOULEVARD**
(80' R.O.W.)
DOC. NO. 2012077074 O.P.R.W.C.T.

**[D] REMAINDER OF**
CALLED 47.5871 ACRES
(DESCRIBED AS EXHIBIT A-1)
NORTHLINE LEANDER
DEVELOPMENT COMPANY, LLC
DOC. NO. 2019058968, O.P.R.W.C.T.

**[E] REMAINDER OF A**
CALLED 100.000 ACRES
AUSTIN COMMUNITY COLLEGE DISTRICT
DOC. NO. 2010030836, O.P.R.W.C.T.

**[G2] MEL MATHIS BOULEVARD**
(80' R.O.W.)
DOC. NO. 2014077239 O.P.R.W.C.T.


**LINE TABLE**

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<td>L13</td>
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<tr>
<td>L14</td>
<td>N20°26'00&quot;W</td>
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<tr>
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<tr>
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<td>S69°25'41&quot;W</td>
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<tr>
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</tr>
<tr>
<td>L21</td>
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**CURVE TABLE**

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<tr>
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<th>RADIUS</th>
<th>DELTA</th>
<th>BEARING</th>
<th>DISTANCE</th>
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<td>S59°35'57&quot;W</td>
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**RECORD CURVE TABLE**

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<th>DELTA</th>
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</table>

**LEGEND**

- PROPERTY LINE
- EXISTING PROPERTY LINES
- EXISTING EASEMENTS
  - 1/2" IRON ROD WITH 'WARD--5811' CAP SET
  - 1/2" IRON ROD FOUND
  - CALCULATED POINT
  - COTTON SPINDELE FOUND
  - IRON ROD WITH "Baker Acklen" CAP FOUND
  - P.O.B. POINT OF BEGINNING
  - P.O.B. POINT OF COMMENCEMENT
  - DOC. NO. DOCUMENT NUMBER
  - VOL./PG. VOLUME, PAGE
  - CAB./SLD. CABINET, SLIDE
  - R.O.W. RIGHT-OF-WAY
  - P.R.W.C.T. PLAT RECORDS
  - O.P.K.T.C.T. OFFICIAL PUBLIC RECORDS

**NOTES:**

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE
    COORDINATE SYSTEM, GRID CENTRAL ZONE, (4203), NAD83.
    ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED
    SCALE FACTOR OF 1.000130905545.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.
LIENHOLDER’S SUBORDINATION
TO TEMPORARY WASTEWATER UTILITY EASEMENT

Date: February ____, 2020

Lienholder: VERA BANK, N.A., a national banking association

Deed of Trust

Date: December 27, 2019

Grantor: NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC,
a Texas limited liability company

Beneficiary: VERA BANK, N.A., a national banking association

Recording Information: Document No. 2019125629 in the Official Public Records
of Williamson County, Texas

The property subject to the foregoing Temporary Wastewater Utility Easement includes all or part
of the property encumbered by the Deed of Trust, and Lienholder owns the Deed of Trust lien and the
debt it secures. In return for a valuable consideration, Lienholder subordinates the Deed of Trust lien,
and any vendor’s lien owned by Lienholder, to the Temporary Wastewater Utility Easement, and ratifies
the Temporary Wastewater Utility Easement.

If the Deed of Trust lien is foreclosed and the property is sold under any terms of the Deed of Trust,
that sale of the property will not affect the Temporary Drainage Easement.

LIENHOLDER:

VERABANK, N.A.

By: ________________________________
    Johnathan Voight,
    Senior Vice President
STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of February, 2020, by Johnathan Voight, as Senior Vice President of VERABANK, N.A., a national banking association, on behalf of said banking association.

____________________________
Notary Public, State of Texas
LIENHOLDER’S SUBORDINATION
TO TEMPORARY WASTEWATER UTILITY EASEMENT

Date: February ____, 2020

Lienholder: AREA LEANDER 1 LP, a Texas limited partnership

Deed of Trust

Date: June 11, 2019

Grantor: NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC,
a Texas limited liability company

Beneficiary: AREA LEANDER 1 LP, a Texas limited partnership

Recording Information: Document No. 2019051923 in the Official Public Records of Williamson County, Texas, as corrected by instrument recorded under Document No. 2019058969 in the Official Public Records of Williamson County, Texas

The property subject to the foregoing Temporary Drainage Easement includes all or part of the property encumbered by the Deed of Trust, and Lienholder owns the Deed of Trust lien and the debt it secures. In return for a valuable consideration, Lienholder subordinates the Deed of Trust lien, and any vendor’s lien owned by Lienholder, to the Temporary Drainage Easement, and ratifies the Temporary Drainage Easement.

If the Deed of Trust lien is foreclosed and the property is sold under any terms of the Deed of Trust, that sale of the property will not affect the Temporary Drainage Easement.

LIENHOLDER:

AREA LEANDER 1 LP

By: AREA ONE PROPERTIES LLC,
a Texas limited liability company,
its General Partner

By: ______________________________
    Alexander H. Tynberg, President
STATE OF TEXAS  §

COUNTY OF TRAVIS  §

This instrument was acknowledged before me on the ___ day of February, 2020, by Alexander H. Tynberg, as President of AREA ONE PROPERTIES LLC, a Texas limited liability company, on behalf of said limited liability company as General Partner of AREA LEANDER 1 LP, a Texas limited partnership, on behalf of said limited partnership.

______________________________
Notary Public, State of Texas
TEMPORARY DRAINAGE EASEMENT

DATE: February _____, 2020

GRANTOR: NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company

GRANTOR'S MAILING ADDRESS: 2501 Tarryhill Place
Austin, Travis County, Texas 78703
Attn: Alex Tynberg

GRANTEE: CITY OF LEANDER, a Texas municipal corporation

GRANTEE'S MAILING ADDRESS: P.O. Box 319
Leander, Williamson County, Texas 78746-0319

CONSIDERATION:

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

EASEMENT PROPERTY:

0.2305 acres of land, more or less, more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

EASEMENT PURPOSE:

The Easement is dedicated to the public and used solely for the purpose of constructing, grading, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed facilities or improvements reasonably necessary and useful for a drainage, conveyance of storm water run-off, and the Grantee’s drainage system (the “Facilities”).
EXCEPTIONS TO WARRANTY:

The Easement, rights and privileges granted hereby are made by Grantor and accepted by Grantee subject to any and all restrictions, conditions, covenants, easements, rights-of-way, encumbrances, mineral or royalty reservations or interests or other matters affecting the Easement Property, and appearing of record in the Official Public Records of Williamson County, Texas, to the extent that the same are in effect and validly enforceable against the Easement Property, and all matters that are apparent on the Easement Property.

GRANT OF EASEMENT:

Grantor, for the Consideration, and subject to the Exceptions to Warranty, and subject to the Covenants and Conditions, does hereby grant, sell, and dedicate unto Grantee, and Grantee’s successors and assigns, a temporary, public drainage easement (the “Easement”) in upon, on, under, and across the Easement Property for the Easement Purpose.

In addition to the foregoing, and for the consideration set forth above, Grantor grants and conveys unto Grantee, a temporary work and construction easement (the “Temporary Construction Easement”) in, on and across that portion of Grantor’s adjacent property located within twenty (20) feet on either side of the Easement Property. The Temporary Construction Easement is being granted to facilitate Grantee’s construction of the Facilities within the Easement Property, and is for the express purpose of providing for access to the Easement Property as may be necessary for the construction, and all related work, of the Facilities. Grantor grants such Temporary Construction Easement to Grantee, its contractors, subcontractors, agents, engineers and employees, with necessary equipment, to enter upon and have access to the Easement Property, subject to the provision of this instrument.

COVENANTS AND CONDITIONS:

The Easement granted by Grantor and accepted by Grantee are subject to the following covenants and conditions:

1. The Easement, the Temporary Construction Easement and the rights granted herein are non-exclusive, and are subject to all of the terms hereof.

2. The Easement, the Temporary Construction Easement and the rights granted herein are temporary and are intended to terminate and expire upon the conveyance of the Easement Property as part of Lot 1, Block I, NORTHLINE FIRST RIGHTS OF WAY AND LOT 1, BLOCK I FINAL PLAT to Grantee as public property. As a result, the Easement, the Temporary Construction Easement and the rights granted herein shall remain in effect only until a deed, in a form acceptable to the City, conveying said Lot 1, Block I to Grantee as public property is recorded in the Official Public Records of Williamson County, Texas. Upon the recording of such deed, this Easement and the Temporary Construction Easement shall automatically terminate and expire, and be of no further force and effect.
TO HAVE AND TO HOLD the Easement and the Temporary Construction Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, on and subject to the Exceptions to Warranty and the Covenants and Conditions, unto Grantee and its successors and assigns, forever. Grantor does hereby binds itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Easement and the Temporary Construction Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

[Separate signature pages follow this page]
GRANTOR:

NORTHLINE LEANDER DEVELOPMENT
COMPANY, LLC, a Texas limited liability company

By: ________________________________

      Alex Tynberg, President

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of February _____, 2020, by Alex Tynberg, as President of NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company, on behalf of said limited liability company.

______________________________

NOTARY PUBLIC, State of Texas
ACCEPTED:

GRANTEE:

CITY OF LEANDER, a Texas municipal corporation

By: ________________________________
    Richard B. Beverlin, III, City Manager

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ________ day of February, 2020, personally appeared Richard B. Beverlin, III, City Manager, on behalf of the City of Leander, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

________________________________________
Notary Public - State of Texas

AFTER RECORDING, PLEASE RETURN TO:

City of Leander
Attn: City Secretary
P.O. Box 319
Leander, Texas 78746-0319
EXHIBIT A

(Temporary Drainage Easement)
Talbot Chambers Survey, Abstract No. 125

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.2305 ACRES (10,440 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF MEL MATHIS BOULEVARD (80' RIGHT-OF-WAY) DEDICATED IN DOCUMENT NO. 2014077239 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.2305 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400’ right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 – right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.880 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03’41”E, a distance of 712.11 feet;

THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22.781 acres tract, said Northline Leander 47.5871 acres tract, radially S29°01’20”W, a distance of 900.19 feet to a calculated point for the northeast corner and POINT OF BEGINNING hereof;

THENCE, over and across said Mél Mathis Boulevard, the following four (4) courses and distances:

1) S20°46’53”E, a distance of 401.60 feet to a calculated point for the southeast corner hereof,
2) S69°27’26”W, a distance of 25.00 feet to a calculated point for the southwest corner hereof,
3) N20°46’53”W, a distance of 401.60 feet to a calculated point for the northeast corner hereof,
4) N69°27’26”E, a distance of 25.00 feet to the POINT OF BEGINNING hereof, containing 0.2305 Acres (10,440 Square Feet) more or less.

NOTE:
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_TDE-4.dwg)

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

9/2/19
[C] SAN GABRIEL PARKWAY
A.K.A. C.R. 276,
(R.O.W. VARIES)
DOC. NO. 2004068740, 2006066934,
2010082851, O.P.R.W.C.T.

[A] CALLED 22.781 ACRES
(DESCRIBED AS EXHIBIT A-2)
NORTHLINE LEANDER
DEVELOPMENT COMPANY, LLC
DOC. NO. 2019058968
O.P.R.W.C.T.

WILLIAM MANSIL
SURVEY
ABSTRACT NO. 437

TALBOT CHAMBERS
SURVEY
ABSTRACT NO. 125

[B] REMAINDER OF
CALLED 47.5871 ACRES
(DESCRIBED AS EXHIBIT A-1)
NORTHLINE LEANDER
DEVELOPMENT COMPANY, LLC
DOC. NO. 2019058968
O.P.R.W.C.T.

0.2305 ACRE
TEMPORARY
DRAINAGE EASEMENT
City of Leander,
Williamson
County, Texas

4WARD
Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TXPLS FIRM #10174300

Date: 9/2/2019
Project: 00508
Scale: 1" = 120'
Reviewer: PRB
Tech: CC
Field Crew: TF/BP
Survey Date: MAR. 2018
Sheet: 1 OF 2
Notes:
1) All bearings are based on the Texas State Plane Coordinate System, Grid Central Zone, (4203), NAD83. All distances were adjusted to surface using a combined scale factor of 1.00013880548.

2) See attached metes and bounds description.

0.2305 ACRE
TEMPORARY DRAINAGE EASEMENT
City of Leander, Williamson County, Texas

LEGEND

PROPOSED EASEMENT LINE
EXISTING PROPERTY LINES
EXISTING EASEMENTS
\(\Delta\) CALCULATED POINT
\(\bullet\) 1/2" IRON ROD FOUND
\(\Box\) IRON ROD WITH "BAKER AXLE" CAP FOUND
\(\mathbb{O}\) COTTON SPINDLE FOUND
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
DOC. NO. DOCUMENT NUMBER
VOL./PG. VOLUME, PAGE
CAB./S.LD. CABINET, SLIDE
R.O.W. RIGHT-OF-WAY
P.R.W.C.T. PLAT RECORDS,
WILLIAMSON COUNTY, TEXAS
O.P.W.C.T. OFFICIAL PUBLIC RECORDS,
WILLIAMSON COUNTY, TEXAS
[......] RECORD INFORMATION PER
DOC. NO. 2016069577
[......] RECORD INFORMATION PER
DOC. NO. 2010092051
(......) RECORD INFORMATION PER
DOC. NO. 2016069577

Date: 9/2/2019
Project: 00508
Scale: 1" = 120'
Reviewer: PRB
Tech: CC
Field Crew: TR/BP
Survey Date: MAR. 2018
Sheet: 2 OF 2

4WARD Land Surveying
A Limited Liability Company
PO Box 90376, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

rahaywoo\A31694.9\Northline B1 Temp Drainage Esmt.3 1/30/20
LIENHOLDER’S SUBORDINATION
TO TEMPORARY DRAINAGE EASEMENT

Date: February ___, 2020

Lienholder: VERA BANK, N.A., a national banking association

Deed of Trust

Date: December 27, 2019

Grantor: NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC,
a Texas limited liability company

Beneficiary: VERA BANK, N.A., a national banking association

Recording Information: Document No. 2019125629 in the Official Public Records of
Williamson County, Texas

The property subject to the foregoing Temporary Drainage Easement includes all or part of the
property encumbered by the Deed of Trust, and Lienholder owns the Deed of Trust lien and the debt it
secures. In return for a valuable consideration, Lienholder subordinates the Deed of Trust lien, and any
vendor’s lien owned by Lienholder, to the Temporary Drainage Easement, and ratifies the
Temporary Drainage Easement.

If the Deed of Trust lien is foreclosed and the property is sold under any terms of the Deed of Trust,
that sale of the property will not affect the Temporary Drainage Easement.

LIENHOLDER:

VERABANK, N.A.

By: ______________________________

Johnathan Voight,
Senior Vice President
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of February, 2020, by Johnathan Voight, as Senior Vice President of VERABANK, N.A., a national banking association, on behalf of said banking association.

____________________________
Notary Public, State of Texas
LIENHOLDER’S SUBORDINATION
TO TEMPORARY DRAINAGE EASEMENT

Date: February ____, 2020

Lienholder: AREA LEANDER 1 LP, a Texas limited partnership

Deed of Trust

Date: June 11, 2019

Grantor: NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company

Beneficiary: AREA LEANDER 1 LP, a Texas limited partnership

Recording Information: Document No. 2019051923 in the Official Public Records of Williamson County, Texas, as corrected by instrument recorded under Document No. 2019058969 in the Official Public Records of Williamson County, Texas

The property subject to the foregoing Temporary Drainage Easement includes all or part of the property encumbered by the Deed of Trust, and Lienholder owns the Deed of Trust lien and the debt it secures. In return for a valuable consideration, Lienholder subordinates the Deed of Trust lien, and any vendor’s lien owned by Lienholder, to the Temporary Drainage Easement, and ratifies the Temporary Drainage Easement.

If the Deed of Trust lien is foreclosed and the property is sold under any terms of the Deed of Trust, that sale of the property will not affect the Temporary Drainage Easement.

LIENHOLDER:

AREA LEANDER 1 LP

By: AREA ONE PROPERTIES LLC, a Texas limited liability company, its General Partner

By: ______________________________

Alexander H. Tynberg, President
This instrument was acknowledged before me on the ____ day of February, 2020, by Alexander H. Tynberg, as President of AREA ONE PROPERTIES LLC, a Texas limited liability company, on behalf of said limited liability company as General Partner of AREA LEANDER 1 LP, a Texas limited partnership, on behalf of said limited partnership.

____________________________________
Notary Public, State of Texas
AGENDA SUBJECT:
Discuss and consider action on award of Solicitation #S20-008 of a contract to Dynatest North America, Inc. in the amount of One Hundred Sixty-Two Thousand Five Hundred ($162,500.00) Dollars for a Pavement Assessment and Management Plan; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
The adopted FY 2020 Budget has allocated funds for a comprehensive Pavement Assessment and Management Plan. This study, done approximately every five (5) years, will provide the condition assessment of the City's roadways and develop a Street Maintenance Plan to assist the City in determining future roadway rehabilitation projects. The recommended firm will survey all City maintained roadways using Laser Road Imaging and Laser Crack Measurement to determine and measure distresses present in the roadway. Each roadway will receive a Pavement Condition Index (PCI) that will be used in the prioritization of roadway repairs and development of the five (5)-year Maintenance Plan. This study assures that funding is being allocated for roadways with the greatest need with the support of analysis and documentation from a third-party engineering firm.

Solicitation #S20-008 was issued in November 2019 for the professional services required to perform the Pavement Assessment and Management Plan. Ten (10) responses were received. After extensive review, the high-scoring submittal was provided by Dynatest North America, Inc.

A scope and fee proposal have been negotiated for review and consideration and is attached herein.

RECOMMENDATION:
Staff recommends approval and award of a contract for the Pavement Assessment and Management Plan to Dynatest North America, Inc. for One Hundred Sixty-Two Thousand Five Hundred ($162,500.00) Dollars; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:
Gina M. Ellison, P.E., Public Works Director
Joy Simonton, Purchasing Agent

Fiscal Impact

**Fiscal Year:** 2020  
**Amount Requested:** $162,500.00  
**Budgeted Y/N:** Y  
**Account(s):** 01-21-5605  

**SUMMARY:**  
Funds are allocated and budgeted through the General Fund (01-21-5605)

Attachments

1. RFQ Scoring Matrix
2. Dynatest Scope and Fee Proposal
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<th>fugaro</th>
<th>HYJ</th>
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<th>ARA</th>
<th>Dynatest</th>
<th>IMS</th>
<th>Freeland-Turner</th>
<th>Urban Engineering</th>
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<td>82</td>
<td>82</td>
<td>67</td>
<td>78</td>
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<td>2. Relevant Qualifications and Experience</td>
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<td>78</td>
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<td>82</td>
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<td>3. Similar Projects</td>
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<td>Pavement Management Study</td>
<td>City of Leander</td>
<td>12/12/2019</td>
<td>15</td>
<td>40</td>
<td>Max</td>
<td>5</td>
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<td>5. Project Manager is registered Professional Engineer (PE)</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
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<td>Detailed superior methodology</td>
<td>Adequate methodology</td>
<td>Adequate superior methodology</td>
<td>Detailed superior methodology</td>
<td>Detailed superior methodology</td>
<td>Detailed superior methodology</td>
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**AWARD**
Dynatest North America, Inc.

Technical Proposal

PAVEMENT ASSESSMENT & MANAGEMENT PLAN

Prepared For

The City of Leander, Texas

January 24, 2020

DYNATEST NORTH AMERICA, INC.
2217 West Braker Lane
Austin, Texas 78758
January 24, 2020

Mrs. Gina M. Ellison, P.E.
Public Works Director
City of Leander
PO Box 319
Leander, Texas  78646
O: 512-259-2640 | C: 512-636-1895
Email: gellison@leandertx.gov

Dear Mrs. Ellison:

Dynatest North America, Inc. (Dynatest) is pleased to submit our cost proposal and technical approach to the City of Leander to provide automated ride, distress surveying, and analysis on approximately 279 centerline miles of paved roadway in City of Leander, Texas.

Dynatest has vast experience in collecting, analyzing and reporting ride, rut and pavement distress data for City, County, State and Toll road agencies around the world. Our projects range from less than 100 lane miles up to more than 90,000 lane miles per survey – all of them completed on-time and within budget. We are confident that we can exceed the expectations of the City of Leander on this current project.

Dynatest has significant experience working in the state of Texas. Dynatest has performed multiple pavement condition inspections for the City of Wichita Falls, City of Frisco, City of Tyler, City of Georgetown, and numerous other public and private entities. Additionally, our project manager, Reuben Williams, has performed dozens of implementations across the state of Texas over the past sixteen years.

We understand the technical requirements and delivery schedule deadlines required by the City of Leander, and we are confident that we can exceed your expectations on both fronts. The project understanding and our proposed approach are detailed in the following sections of this proposal.

We thank you for the opportunity to provide our services.

Sincerely,

DYNA TEST NORTH AMERICA INC.
TBPE Firm Registration No. F-17608

Robert R. Williams, P.E., APMP
Principal Engineer II
rwilliams@dynatestinternational.com
P: 512-579-7644
Task 1: Project Management

The objective of this task is to ensure the scope of work, data collection protocol, quality control/quality assurance, project schedule, traffic control plan, jurisdictional contacts, reporting requirements, and other project-specific requirements are adhered to throughout the project. In addition to the kick-off meeting and regular e-mail and telephone communications, up to five (5) additional meetings will occur throughout the project at completion of major tasks and to review budget and work plan recommendations.

Task 2: GIS & Inventory Review & Routing

An important step of this project that will take place prior to the data collection is an evaluation of the City’s current pavement management inventory and available data sources. This will require performing a thorough review of the City’s inventory information and setting up the data acquisition files for efficient navigation during data collection.

The City will need to provide the following information to facilitate the items to be performed by Dynatest on this task:

- Any reports that were delivered as part of the previous projects
- Pavement management database
- Shape files of road centerlines

Dynatest has developed route-optimization programs that minimize data collection times in the field. For Leander, we will develop routing plans that provide the most efficient route for data collection purposes. Based on our preliminary review of the City’s roadway inventory, we estimate approximately 370 test miles representing 279 centerline miles of roadway.

Task 3: Pavement Distress Survey

Dynatest will discuss specific details and restrictions for data collection during the kick-off meeting to ensure safety, efficiency, and quality during data collection. We are expecting 10 days for pavement data collection at a productivity rate of 40 test miles per day. Once all data is collected and distresses extracted from pavement imagery and sensors, a Pavement Condition Index score will be calculated.

Dynatest proposes to provide automated data collection using the Dynatest Pavement Condition Survey System (PCSS), equipped with either 2D Laser Road Imaging System (LRIS) or 3D Laser Crack Measurement System (LCMS). During data collection, this vehicle is driven at posted speed limits (up to 60 mph.) We do not anticipate any traffic control requirements. Our PCSS is equipped with appropriate flashing lights and sign markings for additional safety. Additionally, all vans used for collection are marked with the company name.

The PCSS is equipped with the latest sensors and hardware required for accurate, high-quality pavement data collection, including:

- INO’s Laser Road Imaging System and Laser Crack Measurement System: The imaging systems provide very high-resolution pavement images. The system is configured to capture 4m
(approximately 13 ft.) pavement width with 1mm resolution and can operate at speeds up to 60 mph.

- **Dynatest Model RSP-5051 Mark III High-Speed Laser Profiler:** The Dynatest Road Surface Profiler (RSP) is equipped with 7 lasers and 2 accelerometers and is a Class I (highest standard) profiler. In addition to pavement profile measurements, the RSP is capable of calculating IRI and rutting in real time.

- **High-definition Right of Way (ROW) cameras:** The system includes two UniBrain cameras capable of capturing color images in 1920x1080 format or higher. Images are acquired and stored every 20 ft. and all images are geotagged.

- **Inertial Measurement Unit (IMU) and GPS:** The PCSS is equipped with an Applanix POS LV V5 inertial navigation system for recording sub-meter accuracy GPS coordinates. In addition, our system also captures pavement geometry including cross slope, radius of curvature and longitudinal grade.

The Laser Imaging system allows automated detection of pavement distresses including various types of cracks, raveling, edge drop-offs, potholes, macrotexture, and rutting. The system also automatically determines the presence of paint stripes which help in identifying the pavement lane.

Data acquired with the Laser Imaging system allows the automated detection/identification of various types of distresses including all types of cracking, rutting, raveling, potholes, edge drop-off, sealed cracks, lane markings, and macrotexture. However, it should be noted that for PCI calculation purposes, the ASTM D 6433 standard includes 20 distress types for both asphalt and concrete surface types. Due to the complexity of separating all distresses into the 20 distress types, we believe it is prudent to follow a two-step approach for distress rating, where a combination of fully automated computer-based crack type determination and a semi-automated rating process performed by an experienced pavement inspector. Dynatest will determine the most suitable approach to ensure quality results for the City.

Quality control and quality assurance are an integral part of our methodology. We incorporate QC/QA measures in all aspects of data collection, verification, analyses and reporting. During data collection, all data streams are verified on a daily basis as part of a comprehensive QC/QA program to ensure that all
required data elements are being collected. It also serves to ensure that no segment is left untested, unless for a reason beyond Dynatest's control at the time of data collection (ex. road closures or construction activity). The Transtec Group, Inc will serve in this project as a 3rd party for QC/QA of the data. The following section describes our proposed analysis approach.

For the first step of the analysis process, all acquired data will be analyzed through Dynatest's proprietary software, Dynatest Explorer/Dynatest Rating Module (DE/DRM). The DE/DRM software automatically classifies detected distresses, categorizes them by severity, and quantifies the results including location and extent. Distresses which can be automatically identified and classified are:

- Alligator cracking
- Block cracking
- Longitudinal cracks
- Transverse cracks
- Sealed cracks
- Edge cracks
- Potholes
- Curbs or edge drop-off
- Rutting
- Raveling
- Concrete joints

An example of the automated distress identification and classification process is shown in the figure below. This figure shows alligator cracking classified by our software.

![Automated Distress Analysis Process in Dynatest Explorer/Dynatest Rating Module.](image)

All collected data will be analyzed through our software using automated analysis tools to identify the locations of the above-mentioned distress types. In the second step for the analysis process, experienced pavement inspectors will review the results of the fully automated process and make changes or edits to the analyzed data. An example of this process is shown in the figure below; (a) the results of the automated analysis. (b) manual revisions to the auto-classified alligator cracking area made by Dynatest staff. In this case, the area of alligator cracking was increased slightly to capture the full extent of the cracking.
(a) Alligator Cracking Identified by Automated Process.

(b) Alligator Cracking Area Modified by Dynatest Pavement Inspectors.

Tasks 4: Software Deployment & Integration

After all pavement distress records have been analyzed, reviewed and passed our QC/QA measures, Dynatest will compile the data standard summary tables that can be formatted for any pavement management software. PAVER has several distinct advantages:

- PAVER is widely used across the USA, and the databases/files can be easily shared.
- PCI scores are calculated in PAVER and conform to the guidelines described in ASTM D6433.
- We can generate user-defined reports which include individual segment PCI values, distress quantities, and deduct scores for each distress.
- The resulting report/data can be easily exported to Excel files.

With the PAVER databases in hand, the City can use PAVER’s built-in analysis tools to perform several types of analyses including:

- Reports, statistics, and graphs showing distribution of surface types and areas.
- Reports, statistics, and graphs showing distribution of PCI values analyzed by surface type.
- Develop pavement performance models.
- Develop GIS based reports.

Dynatest will coordinate with City IT personnel to facilitate installation and deployment of the software. Additionally, Dynatest will advise the City on data storage requirements for the pavement imagery that will be provided along with the PAVER database upload.

Task 5: Five-Year Maintenance Plan Development

Task Description

This task involves gathering data on the City of Leander’s roadway network to develop Pavement Condition Indices (PCI) and develop a 5-year Street Maintenance Plan (SMP) for roadway maintenance and preservation. The deliverables will include a 5-year SMP, associated opinion of probable costs (OPC’s), and associated technical specifications for each recommended street maintenance process.

Scope of Services:

The scope of services for this project includes developing the 5 Year Street Maintenance Program (SMP) for the roadways within the City of Leander network. The project team will develop a rehabilitation and remediation program for the City’s roadway networks. Different rehabilitation methods will be developed during the review of the streets in the field. These will include, but not be limited to sub-grade stabilization and overlay, drainage enhancement and pavement rehabilitation, hot-in-place asphalt recycling, surface treatments, asphalt rejuvenation, asphalt overlays, cape seals, micro-surfacing, etc. Visual collection of data will include reviewing the street to determine if the data collection is accurate and looking at contributing issues, such as drainage, that are creating poor PCI numbers.

A final meeting with City Staff will be scheduled to review the final document, reports and illustrations. After final comments the final report, illustrations and cost estimates will be delivered (PDF and Hard Copies).
Development of 5-year SMP

A. Organize deficient streets into geographical areas
B. Develop options for rehabilitation
C. Develop projects for sustainability in bidding and construction
D. Organize project and develop graphical representation
E. Prepare cost estimates for all projects in all rehabilitation methods
F. Review projects and rehabilitation methods with City Staff
G. Develop 5-year SMP projects with graphical representation and cost estimates
H. Review documents with City Staff
I. Produce preliminary draft for 5-year SMP
J. Review preliminary draft with City Staff
K. Develop final 5-year SMP, graphical representation, cost estimates, maps, etc.
L. Deliver up to 10 copies of the report, maps, graphical representations and cost estimates to City Staff

These are a FINAL deliverable, not due until the 5-year SMP has been approved. Due to the time constraints of this project, the major focus will be on producing the SMP so that City personnel can plan maintenance for this year. Once the plan is done and accepted by the City, only then will work commence on the final reports.

Task 6: Final Pavement Management Report

This involves preparing a final report that will document all fieldwork, ride statistics, distress information, and the maintenance and rehabilitation recommendations. This report will include the following:

- Summary of fieldwork
- Summary of network condition
  - Will include summary based on City’s master thoroughfare network
- Summary of network-level repair recommendations for full network
- Summary of network-level 5-year work plan and recommendations and listing of candidate roads for project cost estimating purposes
- Recommended project groupings and with recommendation repair activities with estimated costs for City approved projects only
- GIS maps summarizing roadway condition scores
  - GIS layer for average PCI
  - GIS layer for weighted condition index
  - GIS layer of 5-year plan
- Spreadsheet and/or database summaries of network condition and recommended maintenance/repair activities

A draft of the report will be prepared and provided to the City for review. Upon inclusion of City comments and acceptance of the report by the City, Dynatest will finalize the report. The purpose of this report will
be to serve as initial strategies in support of the City’s 5-year maintenance and rehabilitation plan. Should more detailed project level plans need to be created, additional fees may be applicable and will be addressed with the City at that time. It should also be noted, that due to future circumstances, the plan presented to the City in this report is subject to change at the City’s discretion. Additional revisions of the plan provided or report will entail additional fees.

**Task 7: Training**

This task involves training the City personnel on the PAVER software and pavement management concepts. It is anticipated that one day of on-site training will be required. A specific training agenda will be developed throughout the project.

**Task 8: Viewing Solution**

Dynatest will train-on and provide the City a Google Earth based viewing tool that will allow for reviewing video and condition scores of the roadways. No special software installation is required to utilize this tool, only server space to save the images collected with the data collection vehicle. A description of this tool is described in another section of this proposal. Dynatest will work with the City to define which elements to include and the graphical layout of the tool to be provided. The Google Earth based solution is extremely intuitive to use and requires minimal training and resources on the City’s end to use.
Dynatest’s pricing for this proposal to perform an automated pavement condition survey, update the City’s PMS, and provide pavement management services are shown in the table, below. The table below provides a summary of the prices by task for the proposed effort.

<table>
<thead>
<tr>
<th>Task</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 - Project Management</td>
<td>$13,900.00</td>
</tr>
<tr>
<td>Task 2 - GIS &amp; Inventory Review &amp; Routing</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Task 3 - Pavement Condition Survey</td>
<td>$56,300.00</td>
</tr>
<tr>
<td>Task 4 - Software Deployment &amp; Integration</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>Task 5 - Five-Year Maintenance Plan Development</td>
<td>$56,600.00</td>
</tr>
<tr>
<td>Task 6 - Final Pavement Management Report</td>
<td>$18,700.00</td>
</tr>
<tr>
<td>Task 7 - Training</td>
<td>$3,300.00</td>
</tr>
<tr>
<td>Task 8 - Viewing Software</td>
<td>$5,600.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$162,500.00</strong></td>
</tr>
</tbody>
</table>
TASK ORDER FOR PROFESSIONAL SERVICES
TASK ORDER NO. DNA-01

This will constitute authorization by the City of Leander, Texas (Owner), for Dynatest North America, Inc., (Engineer) to proceed with the following described engineering services.

PAVEMENT ASSESSMENT & MANAGEMENT PLAN

A. PROJECT DESCRIPTION

The City of Leander has requested Dynatest North America perform a pavement condition assessment of the City street network and develop a 5-year roadway maintenance plan.

B. SCOPE OF SERVICES

Dynatest will perform the services as described in the Scope of Work section of the attached Proposal, dated January 24, 2020.

C. DELIVERABLES

Dynatest will provide deliverables as described in Tasks 1-8 of the attached Proposal, dated January 24, 2020.

D. BASIS OF COMPENSATION

Compensation for the Pavement Assessment and Management Plan shall not to exceed $162,500.00 without prior authorization from the City of Leander. The City shall make payments to the Engineer on a monthly billing basis in accordance with the attached Proposal. Final Payment is due upon completion of the Final Report.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services in the shortest length of time possible.

APPROVED:                                  ACCEPTED:
CITY OF LEANDER, TEXAS                  DYNATEST NORTH AMERICA, INC.

By ________________________________  By ________________________________
Attest ______________________________  Attest ______________________________
Date ______________________________  Date ______________________________

Task Order No. DNA-01  1/24/2020
AGENDA SUBJECT:
Discuss and consider action on recreational center contracting options, including current contractual arrangements, reasons for decisions or possible reasons for change in such past decisions.

BACKGROUND:
TIMELINE FOR YMCA
- 09/01/15 – A proposal with Foursquare Research, Inc. for a YMCA Feasibility Study was presented to City Council
- 09/17/15 – City Council voted to approve YMCA Letter of Intent and Cost Sharing Feasibility Study for Thirteen Thousand ($13,000.00) Dollars to be split 50/50 between the City of Leander and the YMCA
- 11/04/15 – Suggested bond projects reviewed with Bond Task Force Committee, which included a Community Recreation Center
- 05/07/16 – Proposition 3 on the Bond Election ballot for the Community Recreation Center was passed by the voters
- 04/19/18 – City Council voted to approve the Leander Community Center Operational Management and Recreation Programming partnership to the YMCA of Greater Williamson County
- 05/03/18 – City Council voted to approve the Operating Agreement and Lease Agreement between the City of Leander and the YMCA of Greater Williamson County for the Leander Community Recreational Center Operational Management and Recreation Programming partnership.
- 10/04/18 – City Council approved the sale of bonds which included $1.8 million for the design of the Recreation Center and were included in the FY18/19 approved budget

RECOMMENDATION:
Staff requests direction from council regarding the Recreation Center.

PRESENTER:
Mark Tummons, Parks and Recreation Director

Attachments
1. Four Square Market Study
2. YMCA Leander Presentation
3. YMCA Operating Agreement
4. YMCA Lease Agreement
5. RFP Evaluation Sheet
A Proposal for a FourSquare Market Study

Assessing Opportunities for A New Leander YMCA Recreation Center in Collaboration between the City of Leander and the YMCA of Greater Williamson County

Presented to
YMCA of Greater Williamson County

September 01, 2015

Submitted by

FourSquare RESEARCH, INC.
3577 Chamblee Tucker Road
Suite A225
Atlanta, Georgia 30341
Tel: 404-888-0530
Fax: 404-881-9860
info@foursquerresearch.com
www.foursquerresearch.com
Via Email

September 1, 2015

Jeff Andresen
President/Chief Executive Officer
YMCA of Greater Williamson County
1812 N Mays
Round Rock, TX 78680-0819

Dear Jeff:

Thank you for your continued interest in FourSquare Research, Inc. Based on our conversation and information provided by Cori, I have updated the proposal for a FourSquare Market Study assessing opportunities for a new Leander YMCA Recreation Center in collaboration between the City of Leander and the YMCA of Greater Williamson County. Please find it enclosed for your review.

Having conducted over 700 studies for YMCAs and nonprofit organizations throughout the United States, we are known for our comprehensive methodology, accurate data, user-friendly reporting and reliable track record.

The attached proposal outlines our experience, scope of work, research methodology, timeline, references, a bio of the lead consultant, a schedule, and fees. If you have any questions, please do not hesitate to contact me.

Thank you for your consideration. I welcome the opportunity to work with you again.

Respectfully submitted,

Li Li
Managing Partner

Enclosure
PROPOSAL
A FourSquare Market Study Assessing Opportunities for
A New Leander YMCA Recreation Center in Collaboration between the City of
Leander and the YMCA of Greater Williamson County

COMPANY EXPERIENCE

We only work with nonprofit organizations. Having conducted over 700 studies for YMCAs and nonprofits throughout the United States, the team at FourSquare Research, Inc. has more experience with this type of project than any other market research team in the nation.

We specialize in nonprofit organizations and have worked with many YMCAs in Texas communities such as Alvin, Houston, Fort Worth, Pearland, League City, Tomball, Magnolia, Boerne, Kerrville, Katy, Hood County, Round Rock, and Midland as well as ten studies in the greater San Antonio area.

Many of our YMCA studies involved collaborations with municipalities. Specifically we’ve worked with municipalities and local governments such as Burnet and San Antonio in Texas; Pratt County in Missouri; Canton, Marietta, Rockdale County, Fairburn, and Roswell in Georgia; Barberton and Wadsworth in Ohio; and San Diego in California. We therefore are very familiar with opportunities and challenges facing such collaborations.

PURPOSE OF WORK

The study will provide the following data:

- primary market penetration expectations (5-7 mile radius) for potential YMCA membership (number of membership units); projected market penetration at maturity based on population growth
- price points (membership rates) and related unit acquisition expectations specific to each price point
- potential program programs desired by potential users
- facility requirements
- phased construction requirements, if applicable
- member cannibalization factors from the existing Twin Lakes Family YMCA
- proposed construction date recommendation, which maximizes membership and minimizes cannibalization from existing YMCAs.
Specifically, the study could answer the following questions:

**Demand**

- How can a new YMCA recreation center better meet community needs and serve the residents of Leander and surrounding communities?

- What is the level of demand for a new recreation facility in the community? How many new households will join a new recreation facility during the first 12–18 months after opening? How many area residents would prefer using daily passes or registering for programs rather than joining the new facility?

- What is the potential in revenue generated from new membership units within the first 12–18 months of operation of the new recreation facility?

**Location**

- Which of the proposed locations would prospective members most prefer for a new recreation facility?

- Which of the proposed locations would current members of the existing Twin Lakes Family YMCA least prefer for a new recreation facility, and which would therefore have the least impact on the branch?

**Facility Features, Programing and Member Services**

- Which configuration of features for a new recreation facility will attract the highest number of new membership units and appeal to the fewest current members of the existing Twin Lakes Family YMCA? These features could include, but are not limited to, the following:
  
  - a first-class, comprehensive fitness area with a wide variety of cardiovascular and muscle-strengthening equipment that can be segmented according to the specific needs of members
  
  - an indoor multipurpose gymnasium with versatile flooring and areas for a variety of indoor sports and recreation activities, as well as dividers and retractable hoops so it can be used for different types of events
  
  - indoor and/or outdoor aquatics facilities such as an indoor warm-water pool for recreation, therapeutic exercise, and outdoor pool with water playground features, and an indoor cool-water pool for lap swimming and swim teams
• multipurpose space for community meetings such as wellness programs, weight management classes, healthy cooking classes, and testing and screening for certain health conditions

• first-class aerobics and dances studios

• outdoor sports fields for baseball, softball, and soccer

• activities for active older adults, with fitness and recreation programs designed specifically for them

• creatively-designed spaces for child care programs, from infant care to preschool

• a fitness, recreation, and adventure center designed and programed specifically for youth and teens

• facilities for summer day camps, from traditional camp with crafts and swimming, to theme-based camps like water sports camp and arts camp.

What types of traditional and new services should be offered to adults of all ages, ranging from cardiovascular, weight management, to exercise programs designed specifically for women, to new aquatic-based orthopedic rehabilitation services?

What types of child care services should be offered for children? These services could include preschool, before- and after-school programs, and summer camps with special themes.

What types of programs should be offered for active seniors? These could range from fitness programs specifically designed for older adults, to interest groups such as book and card clubs, or travel groups.

What types of new and traditional community programs should be considered for residents of the City of Leander? These could include arts and crafts classes, social programs for seniors, and continuing education programs for adults?

Marketplace and Pricing

What are the demographic and psychographic profiles of prospective members?

What is the new facility’s niche in the area?

What pricing policy would be most attractive to prospective members? Would the current membership pricing structure of the YMCA of Greater Williamson County work? Or should
the Y and the City consider a new membership structure offering different categories or a new pricing point?

Partnerships

Other than the City of Leander, what other opportunities for partnerships are present? Potential partners might include:
• local public, private, and charter schools
• hospitals
• local economic development authorities
• other nonprofit organizations.

STAKEHOLDER AND AUDIENCES

The following stakeholders and audiences will be targeted and included in the study:
• prospective members, who will be identified from households in the service area that currently do not belong to a YMCA
• current members of the existing Twin Lakes Family YMCA
• the task force of the new YMCA recreation center, including key representatives of the Board of Directors of the YMCA, the City, and potential partners, and other community representatives who are interested in expanded YMCA programs and services in the area.

METHODOLOGY

We will answer these questions through both qualitative and quantitative research.

Qualitative Research

Step 1 The Consultant will conduct secondary research to conceptualize the needs, determine the targeted survey boundaries, and audit providers of similar services. Previous research and plans for the YMCA will be reviewed.
Step 2  The Client will designate a strategic planning team consisting of four to six members to work with the Consultant. This team will meet with the Consultant on four occasions:

- as host for focus groups with staff, board members and any potential partners (Step 3)
- to review the proposed survey (Step 5)
- to receive the study’s initial findings (Step 8)
- as host for the presentation of the final report (Step 9).

Step 3  The Consultant will conduct focus group(s) with key board members and senior staff of the YMCA.

Quantitative Research

Step 4  The Consultant will develop the survey instrument based on focus groups, market audits, exploratory interviews and national trends identified by the Consultant. The Consultant will field-test the instrument for the appropriateness of the questions, the chronology and the language.

Step 5  The Consultant will finalize the survey area and review the survey instrument with the strategic planning team word-by-word, issue-by-issue as needed. While the actual survey instrument remains proprietary to the Consultant, the design of the survey will be unique to, and approved by, the Client.

Step 6  The Consultant will conduct in-depth telephone interviews with a total of 600 randomly selected households that currently do not belong to a YMCA and live in the targeted survey area. The targeted survey area will be proposed by the Consultant using a census tract-based map and approved by the Client.

The Consultant will conduct in-depth telephone interviews with a total of 200 randomly-selected current members of the Twin Lakes Family YMCA regarding their preference of new locations and facility features.

Please note these are the number of interviews completed, not attempted. Call backs will be made until the desired number of interviews is completed. Quota systems are in place by census tract level to ensure the makeup of each sample mirrors that of the total population. This also ensures all interviews are made within specific geographic boundaries, that is, only in the service area of the new YMCA. Interviews will be conducted with computer assistance, throughout the day, and spreading over both weekdays and weekends. Cell phone only households will also be targeted and incorporated in the total number of households.
Data Collection, Analysis, Interpretation and Presentation

Step 7  The Consultant will collect, tabulate and analyze all findings.

Step 8  The Consultant will deliver the initial findings via conference call with the strategic planning team and discuss the presentation of the final report.

Step 9  The Consultant will present the written final report in person. The report will include an executive summary and answer the questions set forth in this proposal, including:

- the forecasted number of households that will join the new YMCA recreation center, with the consideration of a new Georgetown YMCA and all existing YMCA branches in the area
- anticipated revenue generated from annual new memberships
- specific recommendations for facility developments
- specific suggestions for facility development, programing, and pricing strategies.

This process will provide findings with a 95% confidence level and a statistical error of plus or minus 4.0%.

The sample size of 600 is recommended for non-YMCA households. It allows the statistical error of the results to stay below the national average penetration of a full facility YMCA, which is about 4.5%, thus further ensure the validity of the findings.

Please note that the survey instrument is intellectual property owned by FourSquare Research and as such cannot be distributed outside the company under any circumstances. However, the YMCA has full ownership of the study findings and the final report and can choose to circulate it as desired.
WHY CHOOSE FOURSQUARE RESEARCH?

- **We’re accurate** – We honor the laws of statistics, market research, and business planning. Because our methodology employs both quantitative and qualitative research, there is no guesswork involved.

- **We’re professional and do all the work ourselves** – Our in-house staff completes all aspects of the study; we use no subcontractors or outsourced call centers, giving us total control over the entire process and ensuring the utmost quality.

- **We understand nonprofits** – We have unparalleled expertise in working with nonprofit organizations; our staff has over 50 years combined nonprofit experience. We understand the unique challenges facing nonprofits and are able to help interpret study results and provide specific recommendations on programming, pricing, facility size and key features required for optimal growth.

- **We’re reliable** – Our research findings and strategic recommendations have withstood the test of time. Our clients have invested over a billion dollars based on our recommendations: not one client has ever reported our findings in error.

- **We’re the most experienced** – Having conducted over 700 studies for YMCAs nationwide, we have more experience with this type of research than any other market research team in the nation.

- **We’re unbiased** – We specialize in market feasibility studies for nonprofits and by choice, do not provide any other services such as fund raising studies, marketing campaign implementation, and computer services. This allows us to provide unbiased interpretation of the data, regardless of good or bad news, and avoid any potential conflict of interest.
SCHEDULE

Typically, this type of project takes two to three months to complete. We can start a project typically within 2-3 weeks of approval. Please see the Appendix A for a proposed implementation timeline.

COSTS

The total cost for the study will be $24,000 in professional fees and $2,000 in out-of-pocket expenses.

In addition to items outlined in the Scope of Work, the cost also includes the following:

- current and projected population trends and households characteristics by census tract
- current membership analysis by census tract
- ten (10) bound copies of the final report, as well as an Adobe Acrobat file of the report
- necessary follow-up analysis and phone consultations after the final report is delivered.

In accordance with our payment procedure, 50% of the fee and expenses are due at the inception of the project. Another 25% is due upon delivery of initial findings. The remaining 25% will be billed in the final invoice. Payment is due upon receipt of invoice. A 1% per month finance charge is added to overdue accounts.

Approved by

_________________________   _______________________
YMCA of Greater Williamson County       Date

By signing, this document will serve as the contract for both parties.
APPENDIX A: PROPOSED IMPLEMENTATION TIMELINE

The following table shows the proposed timeline of each step as outlined in the proposal, starting the project early October.

<table>
<thead>
<tr>
<th>Step</th>
<th>Tasks</th>
<th>Client Involvement</th>
<th>Data Needed from Client</th>
<th>Proposed Time</th>
<th>Fees &amp; Expenses</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Secondary research</td>
<td>Planning Committee</td>
<td>Project Summary</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Schedule startup focus groups</td>
<td>Invite and schedule focus group with YMCA representatives, community leaders and any potential partners</td>
<td>None</td>
<td>2 weeks</td>
<td>50%</td>
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<tr>
<td>3</td>
<td>Official startup visit &amp; focus groups (face-to-face meeting)</td>
<td>Planning Committee and focus group participants</td>
<td>None</td>
<td>Early October</td>
<td></td>
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<tr>
<td>4</td>
<td>Survey design</td>
<td>Provide program prices and other related details for survey design</td>
<td>Program prices</td>
<td>2 weeks</td>
<td></td>
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<tr>
<td>5</td>
<td>Survey review meeting (via conference call)</td>
<td>Planning Committee reviews and approves the survey questionnaire and survey area</td>
<td>None</td>
<td>Late October</td>
<td></td>
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<tr>
<td>6</td>
<td><strong>600 + 200 telephone interviews</strong></td>
<td>None</td>
<td>None</td>
<td>2 weeks</td>
<td></td>
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<tr>
<td>7</td>
<td>Data tally and analysis</td>
<td>None</td>
<td>None</td>
<td>1 week</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Initial findings via conference call</td>
<td>Planning Committee</td>
<td>None</td>
<td>Early December</td>
<td>25%</td>
</tr>
<tr>
<td>9</td>
<td>Final report (face-to-face meeting)</td>
<td>Planning Committee, focus group participants, and other community leaders</td>
<td>None</td>
<td>Late December</td>
<td>25%</td>
</tr>
</tbody>
</table>
APPENDIX B : COMPANY BACKGROUND & LEADERSHIP

FourSquare Research, Inc. was established in March 2007 by the team at the former Winfield Consulting Group. It works with nonprofits exclusively (100%). Located in Atlanta, GA, the FourSquare Research team has over 20 years of experience working with YMCAs and other nonprofit organizations nationwide.

Currently the company has six active projects. Over the years, FourSquare Research team has worked with over 700 YMCAs.

The following is a biography of principal owner/managing partner, Li Li, who would be the lead consultant and take overall responsibility for your project.

Li Li, Managing Partner

As Managing Partner for FourSquare Research, Inc. Li Li is responsible for project direction, client relations, and business development.

With more than 15 years’ experience in market research and business planning for nonprofit organizations, Li Li has extensive hands-on experience and a wealth of knowledge concerning nonprofits. In her previous role as Senior Vice President at The Winfield Consulting Group, she led and directed over 350 projects from start to finish and has worked on over 550 studies for nonprofit organizations nationwide.

Li Li earned her M.A. in Market Research and Mass Communications from the University of Georgia and a B.A in Law from Fudan University in Shanghai, China. With her education and experience, Li Li brings a unique perspective to her work.
APPENDIX C : KEY CONTACT & REFERENCE

Key contact of the company is as follows:

Li Li, Managing Partner
FourSquare Research
3577 Chamblee Tucker Road, Suite A225
Atlanta, GA 30341
(404) 888-0530
lili@foursquareresearch.com

The following list includes names of CEOs from YMCA associations we have completed similar studies in recent years.

Tony Shuman
President/Chief Executive Officer, YMCA of Metropolitan Fort Worth
512 Lamar St, Suite 400
Fort Worth, TX 76102-3717
Tel: (817) 335-9622
Multiple studies for existing and new facilities

Joe Bueno
Senior Vice President of Corporate Development, YMCA of Greater San Antonio
3233 N. St. Mary's
San Antonio TX 78212
Tel: (210) 246-9654
Multiple studies for existing and new facilities
Partnership Possibilities

Leander Recreational Facility

January 26, 2016
On a regular basis, I get the following phone call…

“I was recently visiting one of the communities that your YMCA serves and saw your AMAZING facility! How can I get one of those where I live?”
Today, over 60% of the YMCAs built in the Country are accomplished through a partnership with a municipality, hospital, school district, developer...often times multiple entities collaborate.
In those communities where leadership is committed to “doing more good together for less”...you will find municipalities, YMCAs and school districts partner to maximize community impact...while ensuring the best stewardship of the taxpayer and donated resources.
The YMCA of Greater Williamson County, as well as, a few other Associations are considered the benchmark for partnership models. Let’s take a look at a few…
Tacoma, Washington - University Y Student Center
Waterloo, Ontario - YMCA/Library
San Antonio, Texas –
YMCA/Library/Senior Housing
Edmond, Oklahoma
Twin Lakes Family YMCA (Cedar Park, TX)
So, what makes a municipality consider a partnership? Typically, it is a couple of things...

Sticker shock…the cost of building and operating it on their own

The desire to shift ongoing operating cost & liability to a third party

The desire to have a YMCA in their community
About 4 months ago, the City of Leander, YMCA of Greater Williamson County, Austin Community College and Leander ISD began discussions surrounding a partnership approach to bringing a YMCA to Leander.
 Isn’t the YMCA a membership organization…can anyone utilize a municipal facility that is operated by the YMCA?

Yes, the term “member” is synonymous with “annual user” which is the terminology typically utilized in a municipal recreation center. Community members can choose to pay an annual or a day pass fee.
Common questions related to YMCA/Municipality Partnerships

Does the YMCAs Christian heritage restrict admission to the facility?

The YMCA is a 501(c)3 social service charity which focuses on healthy living, youth development and social responsibility and does NOT discriminate against gender, race or religion.
Common questions related to YMCA/Municipality Partnerships

Will taxpayers tolerate “YMCA utilization pricing” if they underwrite facility construction through property taxes?

Studies have found that while taxpayers may expect below market pricing from a municipality…there is little or no resistance paying appropriate rates to a non-profit organization for quality services.

The YMCA turns no one away due to the inability to pay.
Common questions related to YMCA/Municipality Partnerships

Can a partnership with the YMCA save our taxpayers money?

• Without a partnership, taxpayers pay to construct, operate & maintain municipal recreational facilities.

• The use of property taxes can ensure recapturing the cost of capital construction

• The average municipal recreation center only recovers 50% of the annual operating costs

• Long term maintenance & un-recovered operating costs burden the general fund

• Often YMCA partnership can help defray the burden to the municipalities general fund
National Partnership Survey Results

**Classification**

- 75% Operation of a New Facility
- 67% Operation of an Aquatics Complex
- 33% Operation of a Park Program
- 33% Co-funding of a Significant Program
- 33% Joint Operation of Significant Program
- 29% Operation of an Existing Facility
- 25% Operation of a Senior Center

**Primary Partner**

- 67% City
- 20% County
- 13% Other*
Suppose “Anytown, USA” is considering building a recreation center on its own…and operating it for 20 years.

It is realistic to assume…

<table>
<thead>
<tr>
<th>Facility Capital (construction)</th>
<th>$20M</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Subsidy ($1M annually…average re-capture rate)</td>
<td>$20M</td>
</tr>
<tr>
<td>Capital Equipment (and ongoing equipment investment)</td>
<td>$2.3M</td>
</tr>
<tr>
<td>Capital Maintenance ($100K annually)</td>
<td>$2M</td>
</tr>
</tbody>
</table>

Based on a 20-Year Term

$44.3M
How could the YMCA help to offset these costs?

Let’s see what the Leander market research told us…
600 phone calls
200 to existing Twin Lakes members

Key Questions:
Would you join?
Would you transfer?
What would the facility need to have in it?
What would you pay?
Which site do you prefer?
Site #1
(near new high school)

New Units Achievable: 3,290
Cannibalized units from TL: 263
Potential New Membership Revenue: $1,867,155

Site #2
(ACC)

New Units Achievable: 2,832
Cannibalized units from TL: 888
Potential New Membership Revenue: $1,607,171

Blended New Units
(regardless of site)
3,000 units
$1,700,000
The typical YMCA operates with a 60/40 revenue mix.

- **Membership**: 60%
- **Childcare and Other**: 40%

Member related services

All other programs not related to membership
**Projected Leander YMCA Operating Proforma (based on 4 Square Research)**

### Projected Income

<table>
<thead>
<tr>
<th>Category</th>
<th>Explanation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Membership Revenue</td>
<td>Blended new unit count (site 1&amp;2) 3,000 units</td>
<td>$1,700,000</td>
</tr>
<tr>
<td>Program Revenue (at maturity)</td>
<td>40% of Total Revenue (at maturity)</td>
<td>$1,113,000</td>
</tr>
<tr>
<td><strong>Total Projected Revenue at Maturity</strong></td>
<td></td>
<td><strong>$2,813,000</strong></td>
</tr>
</tbody>
</table>

### YMCA-GWC Expense Ratios

<table>
<thead>
<tr>
<th>Category</th>
<th>5 Year Ramp Up Period</th>
<th>At Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>34%</td>
<td>32%</td>
</tr>
<tr>
<td>Benefits</td>
<td>8%</td>
<td>7%</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>44%</td>
<td>40%</td>
</tr>
<tr>
<td>Association Support</td>
<td>11.2%</td>
<td>11.2%</td>
</tr>
<tr>
<td>Association Reserves</td>
<td>3.7%</td>
<td>3.7%</td>
</tr>
<tr>
<td>Contingency</td>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td><strong>Total Expense Ratio</strong></td>
<td><strong>104%</strong></td>
<td><strong>97%</strong></td>
</tr>
</tbody>
</table>

**Available for Partnership Contribution** *(4% $112,500) Annually x 5 years = $562,000*  
3% $84,390 Annually
Demonstrating the Partnership Value Proposition

- Facility Capital (construction) $20M
- Operating Subsidy ($1M annually) $20M
  $562,000 considers 5 year “ramp up” to maturity
- Capital Equipment (and ongoing equipment investment) $2.3M
  $1M YMCA Fundraising
  $1.3 use of $84K surplus
- Capital Maintenance $2M ($100K annually)

$22,562,000

Compared to $44,300,000 (2 to 1 Community Partner Match!)
Unique Study Findings

There is a great deal of interest (12.7%) of all households expressed an interest…compared to the national average of 4.5%

A full facility YMCA including warm water pool and gymnasium is required to meet the 12.7% penetration rate

The two locations studied had significant impact on Twin Lakes Family YMCA transfers. The site near the new high school resulted in less cannibalization

Low price sensitivity was referenced
In Summary

Preliminary market research combined with a YMCA of Greater Williamson County/City of Leander partnership approach to a recreational facility would result in:

$21,738,000 of taxpayer savings over 20 year operating agreement

YMCA underwriting cost of ALL operations (after first 5 years)

YMCA underwriting cost of ALL FF&E (furniture, fixtures & equipment) $2.3M over the term

YMCA underwriting ALL scholarship participants through annual fundraising anticipated to be $50K-$100K per year
Partnership Possibilities

QUESTIONS?
OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the “Agreement”) is entered into as of the ___ day of __, 20___ by and between the YOUNG MEN’s CHRISTIAN ASSOCIATION OF GREATER WILLIAMSON COUNTY, a Texas non-profit corporation, (the “YMCA”) and the City of Leander, a home rule municipal corporation of the State of Texas, (the “City”). The YMCA and the City agree as follows:

RECITALS

WHEREAS, the YMCA is a non-profit organization dedicated to building self-esteem and enriching body, mind, and spirit for persons of all ages and economic levels and addresses community needs through wellness, leadership, and family strengthening activities; and

WHEREAS, City desires to provide its residents a facility for recreation, meeting space and other traditional and progressive activities and health enrichment for general public wellness and fitness; and

WHEREAS, the City requested responses to a Request for Proposal for Community Recreation Center Operational Management and Programming Partnership in March, 2018 and YMCA provided such a Response; and

WHEREAS, the City recognizes the experience and expertise of the YMCA in conducting programs for families at its branches in the surrounding areas and adjoining counties and in providing recreational programs for adults and youth; and

WHEREAS, after review of the Response provided by the YMCA, the Parties mutually desire that a new multipurpose recreation center (“Center”) be constructed and managed by the YMCA to compliment and add to other City facilities to ensure that people of all ages and economic levels are provided with the opportunity to enjoy and have access to a broad range of programs and services that meet the needs of the growing Leander Community, and to do so in the most cost-effective and efficient manner; and

WHEREAS, the City and the YMCA have or agree to enter into a Lease Agreement regarding the lease of a building constructed by the City for recreational purposes;

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement, the City and the YMCA agree as follows:
ARTICLE 1 - PURPOSE

The purpose of this Agreement is to outline the roles and responsibilities of the City and the YMCA with regard to the operation, management, and maintenance of the Center, to ensure that the best interests of the City and the health and welfare of its residents is met and is in accord with the public purpose of applicable federal, state, and local laws and regulations.

ARTICLE 2 – DEFINITIONS

City. City means the City of Leander, a home rule municipal corporation of the State of Texas, a public body, corporate and politic, exercising governmental functions and powers and includes all public officials and employees, contractors, and agents.

Center. The easements and land owned by the City on which a building and any improvements, or amenities are to be built for public use with Bond Funds and that is intended to provide health and fitness programs for the surrounding community and that is a resource for the public to assemble and meet during normal operating hours.

Director. Director means the Director of the City’s Parks and Recreation Department.

Response. Response means the Response submitted by the YMCA in response to the Request for Proposals for Community Recreation Center Operational Management and Programming Partnership, the contents of which is hereby incorporated herein and shall be controlling in the case of any difference between the Lease Agreement, the Operating Agreement or the Response.

YMCA. YMCA means the Young Men’s Christian Association, a Texas non-profit corporation exempt from federal income taxation under Section 501(a) of the Code by virtue of being described in Section 501(c)(3) of the Internal Revenue Code and includes all officials, employees, contractors and agents.

ARTICLE 3 – TERM

3.01 Term, Early Termination And Renewal

This Agreement shall be for an initial term of thirty (30) years with a renewal term of ten (10) years. During the 28th year of the initial term, the parties shall renegotiate the terms of the renewal lease. The Agreement may be terminated by either party upon prior written notice to the other party that is at least six (6) months’ prior to that party’s budget year and the termination will be effective one year thereafter.

ARTICLE 4 - OPERATIONS

4.01 Operations in General
The YMCA agrees to manage and operate the Center in a professional, efficient and businesslike manner, similar to other YMCA operations. The YMCA shall act as the general clearing house, overseer, coordinator, and promoter of recreation, fitness, safety and therapy programs offered in the Center.

The City of Leader Family YMCA will be available to all regardless of age, race, creed, sex, marital status, national origin, political affiliation, religious preference, physical handicap or ancestry. The YMCA will not discriminate. Individuals can purchase a YMCA membership that provides ongoing use or purchase a daily pass membership which allows day use. Individuals who choose to participate in YMCA programs are not required to be a member.

The YMCA’s community service delivery mode includes youth recreational sports leagues for children three (3) years of age to teenagers. The YMCA plans to operate youth sports leagues, sports clinics and sports camps. The YMCA will gladly include the City of Leander Parks and Recreation Department as a partner, provider. i.e., shared logo, reciprocal use of fields, joint promotional materials, etc.

YMCA will operate the Center under the direction of a Board of Directors specifically for the City’s YMCA Branch in Leander. The City shall be entitled to appoint one (1) representative to serve on the City of Leander Family YMCA Branch Board of Directors for the Center during the term of this Agreement. In addition, a designated City of Leander Council Member will be named as an ex-officio of the City of Leander Family YMCA Branch Board of Directors. Three (3) members of the City of Leander Family YMCA Branch Board are voting members of the YMCA of Greater Williamson County Board of Directors.

All expenses for the operations of the Center will be paid by the YMCA. Operations include all personnel, supplies, promotion, insurance, and miscellaneous materials necessary to serve members, guests, and spectator who utilize the Center or participate in YMCA programs. The parties shall initially agree how to best provide scholarships and/or other forms of financial assistance for the programs or members and thereafter not later than February, annually, review such determination. Financial assistance funds for membership and programs shall be publicized by the YMCA and made readily and quickly available for those who cannot afford the full cost of participating. The priority of the YMCA’s Financial Assistance funds will be made available first to the City of Leander residents.

In complying with its obligations and responsibilities herein, the YMCA shall not employ or contract with any person(s) convicted of a sex crime, regardless of age or sex of the victim and shall not knowingly allow an employee of a contractor, or subcontractor to work on the premises who has been convicted of a sex crime, regardless of age or sex of the victim.
It is the goal of the YMCA and City to maximize the usage of the Center. Neither the YMCA nor the City desires for the operations of the Center to require operating subsidy from the City to balance the annual operating costs of the Center. It is the understanding of both the YMCA and the City that there exists a correlation with the number of membership units maintained through a given year and the cost of operating the Center. The Center and YMCA will not require an operating subsidy when the YMCA maintains 4,000 units of membership through a years’ time. It is anticipated that it will take up to five (5) years to reach and maintain 4,000 units throughout the year.

An operating subsidy will be underwritten by the City. The subsidy amount required is based on the City and YMCA’s anticipation that the predicted unit count goal will be achieved within the 18-24 month timeframe. The subsidy shall not last more than five (5) years.

The subsidy requirement for years 1-5 will be:
- Less than 3,000 units as of December 31 - $50,000 (years 1 and 2)
- Between 3,501 – 3,999 units on December 31 - $25,000 (years 3, 4 and 5)
- Over 4,000 units on December 31 – 0- and the YMCA funds maintenance reserve items for the Center. (see Exhibit A, attached hereto and incorporated herein and the Response)

The subsidy will be paid to the YMCA by January 31 of the following year. The subsidy is intended to last not more than five years.

The YMCA Maintenance Reserve Fund will pay the YMCA’s share of planned repair, replacement and upgrade of the Center’s finishes, paint, flooring, and surfaces (as set forth in Exhibit B and the Response)

A. User Fees, Programs Schedule, and Budget

Prior to the end of February of each calendar year the City shall submit to the YMCA for the following calendar year requested dates for scheduled City use of the Center. The City will be responsible for incidental costs associated with the use of the Center, i.e. lifeguards, janitorial. Usage of the Center for City events cannot conflict, compete or be similar to programs being offered by the YMCA. The YMCA shall take into account the City’s submitted information in preparing the annual schedule.

Prior to the end of February of each calendar year, the YMCA and the City shall discuss proposed programs that will be mutually beneficial to the community.

B. Maintenance Obligations of YMCA
Annually before the end of February, the City and the YMCA will meet at the Center and perform a facility walkthrough. At that time, the City and the YMCA will outline all planned maintenance needs for the Center and agree to the responsibilities. (See Exhibit B and the Response). A timeline will be developed and confirmation of both the City and YMCA’s responsibilities will be formalized by both parties by March of each year.

The YMCA agrees to maintain the Center and the moveable equipment provided within the Center, and all parts thereof, in good condition and repair and in as safe a condition as its operation will reasonably permit, and to make all repairs thereto which may be reasonably necessary for this purpose. It is the expectation and goal of both the YMCA and the City of Leander that the movable equipment maintenance, typical daily maintenance, preventative maintenance, Center finishes maintenance and replacement, and capital fixed asset maintenance repair and replacement will be completed in a timely, efficient manner (no longer than 14 days from the time of breakdown).

Moveable equipment/daily maintenance, preventative maintenance and Center finish maintenance will be completed by the YMCA and funded per the plan outlined in Exhibit B and the Response. All capital fixed asset repairs, maintenance and replacement will be completed by the City and funded per the plan outlined in Exhibit B and the Response.

C. Agreement not a Tenancy and Independent Contractor

Nothing in this Agreement shall be construed as creating a joint tenancy between the City and the YMCA. The parties agree that, except as hereinafter specified, YMCA shall render services to the City as an independent contractor.

I. INDEMNITY, INSURANCE, BOND, TAXES, AND LEGAL COMPLIANCE

A. Indemnification

YMCA shall indemnify and hold the City and its respective officials, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees (collectively referred to in this Section as “claim”), which may be imposed upon or incurred by or asserted against the City, its respective officials, agents, and/or employees by reason of any of the following occurrences during the term of this Agreement; provided, however, YMCA shall have no obligation to indemnify and hold the City and its officials, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of the City or its officials, agents, or employees or from conduct resulting in an award of punitive damages against the City:
a. Any work done in, on, or about the Center by or at the direction of YMCA or by any party whatsoever; or
b. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Center or any part thereof, or
c. Any negligence or willful acts or omissions on the part of YMCA or any of its agents, contractors, employees, subtenants, operators, licensees, or invitees; or
d. Any accident, injury, or damage to any person or property occurring in, on, or about the Center or any part thereof; or
e. Any failure on the part of YMCA to perform or comply with any of the terms, provisions, covenants, and condition contained in this Agreement to be performed or complied with on its part.

In case any action or proceeding is brought against the City or its respective officials, agents, and employees by reason of any such claim, YMCA, upon written notice from the City, shall, at YMCA’s expense, resist or defend such action or proceeding by counsel selected by YMCA or YMCA’s insurance carrier. The YMCA agrees to notify City promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death, or damages at the Center.

The YMCA shall procure and maintain continuously in effect during the term of this agreement policies of insurance of the kind and amount as follows:

1. The YMCA shall procure and maintain comprehensive or commercial general liability insurance, including broad form endorsement and stopgap (employees liability endorsement) in minimum amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars (2,000,000) annual aggregate combined single limit for personal injury, including death, and or property damage. Converges thereunder shall include premises and operations liability, contractual liability, personal injury, owner’s and contractors’ protection, elevator liability, employees’ liability, projects, and completed operations coverage.

2. The YMCA shall procure and maintain “all-risk” insurance, including fire and extended coverage endorsements, in an amount not less than one hundred percent (100%) of the actual full replacement cost value of the Center to insure against loss or damage to the Center against the perils of fire, lightning, debris removal, vandalism, malicious mischief, windstorm, theft, mysterious disappearance, and such other hazards and perils as are embraced and covered by “all-risk” endorsements in use in the State of Texas.

Such insurance shall provide that the City is named additional insured.
3. All such coverages shall be in addition to or compliment the coverages required under the Lease Agreement between the parties.

D. General Insurance Requirements

All insurance shall be obtained from insurance companies licensed to do business in the State of Texas. YMCA shall furnish the City policies evidencing all such insurance or a certificate or certificates of the respective insurers, stating that such insurance is in force and effect. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel it without endeavoring to give written notice to the City of at least thirty (30) days before the cancellation becomes effective. All polices or certificates of insurance shall be approved and determined by the City whether in compliance with this Operating Agreement. The insurance coverage herein required may be provided by a blanket insurance policy or policies. The YMCA shall provide the City with a certificate of insurance or other proof of insurance evidencing the YMCA’s compliance with the requirements of this paragraph.

E. City and Other Governmental Permits

The YMCA shall, at its own expense, secure or cause to be secured any and all permits which may be required by any governmental entity for the Center, including the Williamson County Health Department. To operate the Center, the City shall exercise their best efforts to provide all assistance to the YMCA in securing these permits.

1. Rights of Access

For the purpose of assuring compliance with this Agreement, representatives of the City shall have reasonable right to access to the Center without charges or fees and at normal operating hours for the purposes of this Agreement, including, but not limited to, the inspection of the Center. Such representatives of the City shall be those who are so identified in writing by the City.

2. Local, State, and Federal Law

The YMCA shall comply with all applicable laws, including all applicable federal and state labor laws.

3. Taxes, Assessments, Encumbrances, and Liens (if any)

The YMCA shall pay if due any personal property taxes levied upon the Center throughout the term of this Agreement. Nothing herein contained shall be deemed to prohibit the YMCA from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to the YMCA with respect thereto; provided, such contest does
04/26/2018

not subject the Center or any portion thereof to forfeiture or sale. The City is not responsible for any other payments or charges related to the operation, management or maintenance of the Center.

II. USE OF THE CENTER

A. Obligation to Refrain from Discrimination

The YMCA convents by and for itself an any successors in interest that there shall be no discrimination against any person or group of persons on account of race, color, creed, religion, use, occupancy, tenure, or enjoyment of the Center.

III. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

Failure to or delay by any party to perform any term or violate any provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence and during any period of curing shall not be in default.

The party claiming default shall give written notice of default to the party in default and to the non-interested party specifying the default complained of. Except as required to protect against further damages a party may not institute proceedings against the party in default until ninety (90) days after giving such notice, said ninety (90) days constituting the period to cure any default. Failure to delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

It is expressly understood and agreed that each of the covenants, promises, stipulation, and agreements of the parties hereto are an integral and indivisible part of the mutual consideration given by each of the parties to this Agreement and that each covenant, promise, stipulation, and agreement of the parties shall be deemed and constructed as material. It is further understood and agreed that failure, refusal, or neglect for any reason whatsoever of either
party to perform any of the covenants, promises, stipulation or agreements to be performed by
that party pursuant to the terms and provision of this Agreement shall constitute a material
default on the party that party, giving to the other the right to exercise each and every of its
remedies reserved in or under, or otherwise, the right to enforce, this Agreement in accordance
with provision of this article and other provision relating to default in this Agreement.

B. Alternative Dispute Resolution

The City and the YMCA recognized that for claims arising under this Agreement, there is
a less expensive, more effective method of resolution that the traditional lawsuit. Alternative
Dispute Resolution (ADR) procedures involve collaborative techniques which can often spare
the high cost and wear and tear of litigation. The Parties agree to mediate, non-binding, any
dispute prior to filing suit.

IV. YMCA TAX COVENANTS

A. Tax Covenant

It is the understanding of the YMCA that the City has financed the Center with the
proceeds of the Certificate of Obligation (the “Tax-Exempt Bonds”). In connection with the
insurance of the Tax-Exempt Bonds, the City has given covenants (the “Bond Covenants”) to the
holders of the Tax-Exempt Bonds that continue to qualify as obligations within the meaning of
section 103 of the Internal Revenue Code (the “Code”). The YMCA agrees not to use or permit
the use of the Center in a manner which it knows or should know or has been informed that will
result in a violation of the Bond Covenants or which would otherwise adversely affect the federal
income tax status of the Tax-Exempt Bonds under Section 103 of the Code. Moreover, in
furtherance thereof, if the YMCA is notified by the City that the Tax-Exempt Bonds have been
selected for audit by the Internal Revenue Service, then the YMCA agrees to provide to the City
such information in its possession with respect to the Center in order that City may timely
respond to any questions posed to it by the Internal Revenue Service.

B. Representation and Warranties as to Tax-Exempt Status of YMCA

The YMCA hereby represents and warrants as follows:

1. the YMCA is an organization exempt from federal income taxation under Section
   501(a) of the Code by virtue of being described in Section 501(c)(3) of the Code;

2. the purposes, character, activities and methods of operation of the YMCA have
   not changed materially since its organization and are not materially different from
the purposes, character, activities and methods of operation at the time of its receipt of a determination by the Internal Revenue Service that it was an organization described in Section 501(c)(3) of the Code (the “Determination”);

3. the YMCA has not diverted a substantial part of its corpus or income for a purpose or purposes other than for which it is organized or operated and disclosed to the Internal Revenue Services in connection with the Determination;

4. the YMCA has not operated since its organization in a manner that would result in it being classified as an “action” organization within the meaning of Section 1.501(c)(3)-(1)(c)(3) of the Regulations including, but not limited to, by promoting or attempting to influence legislation by means of propaganda or otherwise;

5. with the exception of the payment of compensation (and the payment or reimbursement of expenses) which is not excessive and is for personal services which are reasonable and necessary to carrying out the purposes of the YMCA, no person controlled by any such individual or individuals nor any person having a personal or private interest in the activities of the YMCA has acquired or received, directly or indirectly, any income or assets, regardless of form, of the YMCA during the current Fiscal Year and the period, if any preceding the current Fiscal Year, other than as reported to the Internal Revenue Service by the YMCA;

6. the YMCA is not a “private foundation” within the meaning of Section 509(a) of the Code;

7. the YMCA has not received any indication of notice whatsoever to the effect that its exemption under Section 501(c)(3) of the Code has been revoked or modified, or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is still in force and effect;

8. the YMCA has filed with the Internal Revenue Service all requests for determination, reports and returns required to be filed by it and such requests for determination, reports have not omitted or misstated any material fact and has notified the Internal Revenue Service of any changes in its organization and operation since the date of the application for the Determination; and

9. the YMCA has not devoted more than an insubstantial part of its activities in furtherance of a purpose other than an exempt purpose within the meaning of Section 501(c)(3) of the Code.
10. The YMCA agrees that it will not use the Center or any part thereof, or permit the Center or any part thereof to be used in a manner which would violate the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America, including the decisions of the Unites States Supreme Court interpreting the same or any comparable provision of the Constitution of the State, including the decisions in the Supreme Court of the State interpreting the same.

V. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between parties shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the parties. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Non-Liability of City Officials and Employees

No Member, official, or employee of the City shall be personally liable to the YMCA in the event of any default or breach by the City or for any amount which may become due to the YMCA or on any obligations under the terms of this Agreement.

C. Approvals by the City and the YMCA

Wherever in this Agreement the approval of the City or the YMCA is required, such approval shall not be unreasonably withheld.

D. Attorney Fees

In the events of any action or proceeding at law or in equity between any of the parties to enforce any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing party and costs and fees incurred on appeal, and if such prevailing party shall recover judgement in any such action or proceeding, such costs, expenses, and attorney fees shall be included in as a part of such judgment.

VI. SPECIAL PROVISION
A. Amendments to This Agreement

The YMCA and the City agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto, which may be made by any of the parties hereto, lending institutions, or consultants to the City and the YMCA, provided such requests are consistent with this Agreement and such attachments and would not substantially alter the basic business terms included herein or therein.

B. Computation of Time

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. As used herein, “legal holiday” means a legal holiday recognized by the City on which the offices of the City are closed for City business.

C. No Third-Party Beneficiary

The provisions of this Agreement are for the exclusive benefit of the City and the YMCA, and their successors and assigns, and are not for the benefit of any third person; nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

D. Good Faith and Cooperation

It is agreed by the City and the YMCA that it is in their mutual best interests and in the best interest of the public that the Center be operated and managed as herein agreed, and, to that end, the parties shall in all instances cooperate and act in good faith in compliance with all of the terms, covenants, and conditions of this agreement and shall deal fairly with each other.

E. Severability

In case any one (1) or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

F. Headings
The sections headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

G. Parties in Interest

All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and by their respective successors in interest.

H. Governmental Action

In the event any governmental authority other than the City takes any action which inhibits or adversely affects the Center, or if a portion of the Center shall be acquired or condemned under the threat of eminent domain or any other governmental power, or if any governmental authority takes any action which causes or substantially contributes to a reduction in the use of the Center, YMCA shall have the right to terminate this Agreement by giving six (6) months written notice to the City or continue its operations on the balance of the location, if any.

I. Audit

The City reserves the right to audit any and all record of the YMCA regarding the Center to insure compliance with the terms and conditions stated in this Agreement.

J. Anti-Boycott Verification. To the extent this Agreement and any amendments constitute a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, YMCA represents that neither the YMCA nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment or the Agreement.

The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

K. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement or any amendments constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, YMCA represents that the YMCA nor any wholly owned subsidiary, majority-owned
subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

VII. ENTIRE AGREEMENT, CONTRACTS, WAIVERS, AND AMENDMENTS

This Agreement may be executed in any number of counterparts, and once so executed by all parties thereto, each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall continue but one (1) agreement.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provision of this Agreement must be in writing and signed by the appropriate authorities of the City and the YMCA, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the YMCA.

[Signatures on the following page.]
CITY OF LEANDER
a public body, corporate and politic
By: Kent Cagle
Its: Kent Cagle, City Manager

ATTEST:
By:

YMCA OF GREATER WILLIAMSON COUNTY

Dated: 5/24/2018
By: 
Its: 

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STATE OF TEXAS  
COUNTY OF WILLIAMSON

On this 7th day of May, 2018, before me, the undersigned notary public, personally appeared Kent Cagle, City Manager of the CITY OF LEANDER, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

[Signature]
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF WILLIAMSON

On this 25th day of May, 2018, before me, the undersigned notary public, personally appeared Jeff Andresen of the YMCA of GREATER WILLIAMSON County, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

[Signature]
Notary Public, State of Texas
LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) dated ________________, ______ is between the CITY OF LEANDER, a home-rule municipal corporation of the State of Texas, hereinafter referred to as “Landlord,” and THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER WILLIAMSON COUNTY, a Texas nonprofit corporation, hereinafter referred to as “YMCA” or “Tenant,” who agree as follows:

1. DEFINITIONS.

Unless expressly set forth to the contrary in this Lease, the terms used herein shall have the following meanings:

(a) “Land” means that certain real property situated in Williamson County, State of Texas, more particularly described as ________________________________

(b) “Easements” means (i) all easements, rights of way and appurtenances pertaining to the Land, whether or not described herein or in any exhibit now or hereafter attached hereto, (ii) all easements granted herein, and (iii) easements obtained by Tenant after the execution of this Lease.

(c) “Building” means the building and other improvements to be constructed on the Land and situated thereon at any time during the term of this Lease.

(d) “Demised Premises” means and includes the Land, Easements and the Building.

2. DEMISED PREMISES.

Upon the terms and subject to the conditions set forth in this Lease, Landlord hereby leases the Demised Premises to Tenant, and Tenant hereby leases the Demised Premises from the Landlord, as will be more fully set forth on the map that will be attached hereto and incorporated herein within thirty (30) days upon completion of all of the construction or improvements. Tenant agrees to comply with the provisions set forth in Exhibit “A.”

3. EFFECTIVE DATE.

This Lease shall become effective upon the latest date of final execution hereof by all necessary parties hereto (the “Effective Date”).

4. TERM AND EARLY TERMINATION.

The term of this Lease shall be thirty (30) years (the “Original Term”) and shall Commence on __________________________, ______ (the “Term Commencement Date”).
The Lease may be terminated by either party upon prior written notice to the other party that is at least six (6) months' prior to that party's budget year, and the termination will be effective one year thereafter.

5. OPTION TO RENEW

Tenant and Landlord agree to begin renewal negotiations by the beginning of year 28 for a term of ten (10) additional years at the market rate for similar premises in Williamson County.

6. USE.

It is intended by the parties that the Demised Premises be utilized by the Tenant to operate the Leander Family YMCA to provide recreation services to the community. Tenant shall offer, conduct, and operate non-faith based recreation, wellness and youth and family programs and related activities, consistent with other YMCA facilities and for no other purpose without the prior written consent of the Landlord. Tenant shall not use any part of the Demised Premises for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Williamson, or the City of Leander, or any other lawful authority with jurisdiction over the Demised Premises.

7. RENT AND TAXES.

Rent will be $10.00 per year with prepayment of the entire lease term being acceptable at the time of initiating the lease. Both the Landlord and the Tenant understand the responsibility of the Tenant to serve and maintain adequate participation to underwrite daily operating costs. This significant responsibility relieves the Landlord of any daily operating costs associated with the community services of the Building and Landlord acknowledges and agrees that the value of Tenant's services to the public as set forth herein are similar to the actual value of the consideration necessary for Tenant’s use and occupancy of the Demised Premises.

Tenant shall be responsible for all other taxes, including real estate and personal property, and assessments, including property owner assessments, which may be levied or assessed against any portion of the Demised Premises. Any other fees or charges against the Demised Premises shall be the responsibility of the Tenant. Tenant’s failure to discharge any such tax, charge or assessment when finally due within ten (10) days after the date the Landlord’s written notice is received by Tenant shall constitute an event of default under Section 18 below.

8. CONSTRUCTION OF IMPROVEMENTS.

Tenant will provide the Landlord with the Building component requirements. The Landlord and Tenant will work jointly to design the Building. The Landlord shall, through its agents and contractors, construct and erect thereon such buildings, structures and improvements, as Landlord may deem necessary or convenient in connection with the use and occupancy of the Demised Premises in a good and workmanlike manner, free of liens, and in accordance with applicable law.

9. ALTERATIONS.
Tenant may, with the written consent of Landlord, make such further improvements, additions or alterations to the Building as Tenant may from time to time deem necessary or convenient in connection with its use and occupancy of the Demised Premises. Tenant shall pay all costs and expenses in connection therewith and shall hold the Landlord harmless therefrom. All alterations shall be done in full conformance with all bond covenants and the permitted uses outlined herein or in the Operating Agreement.

10. OWNERSHIP OF BUILDING, FIXTURES, FURNITURE AND EQUIPMENT; RIGHT TO REMOVE.

(a) Ownership of Equipment and Furniture. Tenant shall own all equipment and furniture purchased by it and no Landlord funds shall be used to acquire equipment and furniture to be used by the Tenant. The Tenant, at its sole cost and expense shall be responsible for repair and/or replacement of this furniture and equipment during the term of the Lease.

(b) Ownership of Building and Fixtures. Landlord shall own the Building and all attached fixtures. The Building and any other improvements, additions, alterations, and fixtures (except furniture, movable equipment, and trade fixtures) constructed, placed, or maintained on any part of the Demised Premises during the Term are considered part of the real property of the Demised Premises and must remain on the Demised Premises and title to all permanent improvements on the Demised Premises shall vest in the Landlord.

(c) Right to Remove Personal Property; Trade Fixtures. Tenant may, at any time while it occupies the Demised Premises, or within a reasonable time thereafter, not to exceed fifteen (15) days, remove personal property, furniture, machinery, equipment, or other trade fixtures owned solely by Tenant, in, under, or on the Demised Premises, or acquired by Tenant, whether before or during the Term and any extension, this property is referred to as "Tenant's Property." On or before the date of expiration of this Lease, Tenant shall vacate the Demised Premises, remove all Tenant's Property, repair any damage to any buildings or improvements on the Demised Premises resulting from the removal, restoring the Demised Premises to a condition reasonably satisfactory to the Landlord. If the Landlord or Tenant terminates this Lease, Tenant shall vacate the Demised Premises, remove the Tenant's Property and restore the Demised Premises within such time as the Landlord shall reasonably designate, but in no event less than fifteen (15) days. In either event, if Tenant shall fail or neglect to remove the Tenant's Property within a reasonable time after the Lease termination date, not to exceed fifteen (15) days and so restore the Demised Premises, then the Tenant's Property shall become the property of the Landlord.

11. MAINTENANCE AND REPAIRS; INSPECTIONS.

The Tenant and Landlord agree to share the costs associated with maintenance and repairs of the Building as outlined in Exhibit A of the Operating Agreement. Both the Tenant and the Landlord agree to maintain all portions of the Demised Premises in good condition and repair, ordinary wear and tear excepted. Tenant covenants and agrees to keep the Demised Premises free of all rubbish and trash, and to adequately maintain all landscaping and landscaped areas on the Demised Premises in good and healthy condition.
The Landlord shall conduct periodic and regular inspections as may be required of the Demised Premises to insure that fire, safety and sanitation regulations and other provisions contained in this and the Operating Agreement or in the City’s Codes are being adhered to by Tenant. The Landlord shall notify Tenant of its findings, specifying any items needing attention. The Tenant agrees to grant the Landlord the right to access the Demised Premises for inspections during normal business hours and after hours, with prior notice as may be necessary. Failure to conduct any inspections as may be required shall not operate as a waiver of the Landlord’s right to conduct these inspections and shall not be considered a default of the terms of this Lease.

Tenant shall permit the City’s Fire Marshal or his/her authorized agents to inspect the Demised Premises and the Parties will comply with all requirements of the Fire Marshal or his/her authorized agents that are necessary to bring the Demised Premises into compliance with the City’s Fire Code and/or Building Code provisions regarding fire safety, as such provision exist or may later be amended. Tenant shall maintain in proper condition accessible fire extinguishers of a number and type approved by the Fire Marshall or his/her authorized agents for the particular hazard involved.

12. MECHANIC’S LIENS.

(a) Tenant covenants and agrees to keep the Landlord’s interest in the Demised Premises free of mechanic’s and materialmen’s liens and other liens of like nature other than liens created or claimed by reasons of any work done by or at the instance of Landlord, and at all times fully defend, protect and indemnify Landlord against all such liens or claims which may ripen into such liens on the Land, or Landlord’s interest in the Demised Premises, and against all attorney’s fees, and other costs and expenses growing out of or incurred by reason of or on account of any such claim or lien.

(b) If Tenant contests the correctness or validity of any such lien and if the laws of the State of Texas provide for release of real property from such a lien by obtaining and/or recording a surety bond, then within twenty (20) days after written demand by Landlord, Tenant shall obtain a surety bond and shall otherwise comply with the requirement of such laws so as to effect the release of the Demised Premises from such lien.

13. INSURANCE.

Prior to the time Tenant is entitled to any right of access to or use of the Demised Premises, Tenant shall obtain and maintain the following types of insurance and minimum limits of coverage during the Term of the Lease:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Workers' Compensation</td>
<td>Statutory limits</td>
</tr>
<tr>
<td>Employer's liability</td>
<td>$100,000 Each accident/occurrence</td>
</tr>
<tr>
<td></td>
<td>$100,000 Disease - each employee</td>
</tr>
<tr>
<td></td>
<td>$500,000 Disease - policy limit</td>
</tr>
<tr>
<td>(b) Commercial General Liability</td>
<td>$1,000,000 Each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 Aggregate limit</td>
</tr>
</tbody>
</table>
Coverage shall include but not be limited to the following: premises/operations, independent contractors, products/completed operations, personal injury, and contractual liability.

(c) Automobile Liability $1,000,000 Each accident (combined single limit basis)
A commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

(d) Umbrella or Excess Liability $4,000,000 Each occurrence
$4,000,000 Aggregate

(e) Sexual Abuse and Molestation coverage is required if care of a child is provided outside the presence of a legal guardian or parent, this coverage shall be written for a minimum limit of $500,000 per occurrence. If this coverage is written on a standalone basis the Landlord shall be listed as an additional named insured.

Additional Insurance Requirements.
(a) The Landlord and its Officers, Employees and Volunteers shall be named as an Additional Insured on the Automobile and Commercial General Liability policies.
(b) Thirty days (30) prior written notice of cancellation or non-renewal is required.
(c) Waiver of rights of recovery (subrogation) in favor of the Landlord.
(d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, prior written approval of the City's Risk Management Division is required.
(e) If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.
(f) Unless otherwise stated, all required insurance shall be written on the “occurrence basis.” If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Lease and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the Lease and for five (5) years following completion of the Lease. An annual certificate of insurance submitted to the Landlord shall evidence such insurance coverage.
(g) Any deductible in excess of $5,000.00, for any policy that does not provide coverage on a first-dollar basis, must be approved in writing by the Landlord.
(h) The Landlord, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the Landlord based upon changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to the Landlord. The Landlord shall be required to provide prior written notice of ninety (90) days for changes.
(i) The Landlord shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of party or the underwriter on any such policies.
Minimum Coverage. Insurance coverage specified herein constitutes the minimum requirements and said requirement shall in no way lessen or limit the liability of the Tenant under the terms of this Lease. Tenant shall procure and maintain, at its' own cost and expense, any additional kinds and amounts of insurance that, in its own judgment, it deems to be necessary.

Tenant Coverage. During the Term of this Lease and at its sole cost and expense, Tenant shall at all times maintain in effect property and casualty insurance coverages insuring the Demised Premises in an amount equal to at least 100% of the actual replacement cost thereof and providing protection against any peril generally included in the classification "Fire and Extended Coverage" or so called "special form" coverage. The Tenant shall be the named insured under the policy and the Landlord shall be named as Loss Payee. Such insurance must be payable to the Tenant and the Landlord, as their interests may appear, and shall include a waiver of subrogation in favor of the Landlord. Tenant shall deliver to Landlord, upon Landlord’s request, certificates of such insurance. In no event shall the Landlord be responsible for damage to the Facility by reason of fire or other casualty, or by reason of any other cause that could have been insured against under the terms of a standard fire and extended coverage insurance policy or policies. In the event of a casualty, if the Tenant reconstructs the Building, Tenant and Landlord shall use all insurance proceeds to reconstruct the Building. If the Building is not reconstructed after a casualty, the Tenant and Landlord shall proportionally share in the insurance settlement proceeds.

14. HAZARDOUS MATERIALS; INDEMNIFICATION

Landlord hereby represents and warrants that to the best of Landlord’s actual knowledge there are no violations of any federal, state or local laws, rules, regulations or orders relating to industrial hygiene or to environmental conditions on, under or about the Demised Premises, including but not limited to soil and groundwater conditions. Within five (5) business days after the Effective Date, Landlord shall deliver to Tenant copies of all reports from environmental investigations covering all or any portion of the Demised Premises in the possession or under the control of Landlord. Landlord shall indemnify, defend, and hold Tenant, its directors, officers, employees, agents, successors and assigns (the “Indemnites”) harmless from and against any and all liabilities, losses, costs, expenses and penalties claimed, threatened or asserted against, or suffered or incurred by any Indemnitee, arising out of or as a consequence of the use, generation, transportation, storage, release, presence or disposal of any hazardous or toxic wastes, substances or materials, or any other pollutants or contaminants (collectively, “Hazardous Materials”), placed, discharged or released on or about the Demised Premises by Landlord, including without limitation, all liabilities, losses, costs, expenses and penalties incurred in the removal, remediation and disposal of any Hazardous Materials; provided, however, that the foregoing provisions shall not apply to any Hazardous Materials used, generated, transported, stored or disposed of thereon by an Indemnitee. Tenant shall defend and indemnify Landlord from any claims, losses, penalties claimed and expenses arising out of or as a consequence of Tenant’s storage, handling or release of Hazardous Materials in the Demised Premises.

15. UTILITIES; JANITORIAL SERVICES.
Tenant, at its sole cost and expense, will incur the cost to provide all gas, water, sewer, electric utilities, network, internet and communication services for use by the Tenant at the Demised Premises.

Tenant, at its sole cost and expense, shall provide daily janitorial and custodial service for the Demised Premises whose function shall be daily in-house tasks related to routine and emergency cleanups, room or facilities preparation, minor repairs and other routine functions associated with programs and building operations.

16. WAIVER OF SUBROGATION.

Tenant and Landlord each waive all rights of recovery against the other, and against the directors, members, partners, officers, employees, agents, officials and representatives of the other, for loss of, or damage to, the waiving party, its property or the property of others under its control to the extent that, with respect to Landlord, Landlord receives insurance proceeds from any property insurance in force at the time, and, with respect to Tenant, Tenant is required to maintain insurance pursuant hereto.

17. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS.

Landlord shall not be responsible under any circumstances for damage to property belonging to Tenant, its members, employees, agents, contractors, subcontractors, invitees, licensees, or trespassers, which may be damaged, stolen, or destroyed and Tenant hereby released Landlord from any responsibility therefore.

If the Demised Premises and/or the Building upon the Demised Premises shall be destroyed or damaged by fire or other casualty the Tenant shall give Landlord immediate written notice, as well as notice to any insurance provider with a copy of such notice to Landlord. Landlord may elect either (i) promptly rebuild or repair the Building, or (ii) to terminate this Lease as of the date of damage. Landlord shall notify Tenant in writing within sixty (60) days of such destruction of Landlord’s decision whether or not to repair or rebuild the Building. If Landlord elects to repair or rebuild the Building, Landlord shall restore the Building to substantially the same condition that existed immediately prior to the destruction, and during the period of restoration the rent payable hereunder shall abate in direct proportion to the reduced usefulness of the Building to Tenant. If Landlord elects to terminate the Lease under this Section 19, then rent shall cease to accrue on the later of (i) date of destruction, or (ii) the last date on which Tenant had possession of the Premises under this Lease, and Landlord will refund to Tenant any portion of any rental paid in advance but not yet earned at such date. In no event shall Landlord’s election reduce or eliminate Tenant’s responsibilities set forth in Section 13, Insurance, or Section 10, Ownership of Property,

18. EVENT OF DEFAULT; REMEDIES.

The following shall be deemed events of default by Tenant under this Lease:
a. Tenant fails to use the Demised Premises for conducting and operating the Demised Premises for the purpose of offering, conducting and operating non faith-based recreation, wellness, and youth and family programs and related activities, consistent with other YMCA facilities;
b. Tenant fails to pay any rent when due under this Lease or within any cure period thereafter;
c. Tenant vacates any substantial portion of the Demised Premises for a period of longer than thirty (30) days, unless Tenant can demonstrate to the reasonable satisfaction of the Landlord that all reasonable efforts are being made by Tenant to occupy said Demised Premises;
d. Tenant makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors;
e. Tenant undertakes improvements without receiving prior written consent from Landlord, unless it is an emergency situation;
f. Tenant fails to abide by any bond covenants; or
g. Tenant fails to comply with any other term, provision or covenant of this Lease that is material.

Curing a Default.
(i) If an event of default occurs, the Landlord shall give written notice that describes the default in reasonable detail to the Tenant. The Tenant must commence curing such default within seven (7) business days after the time it receives the notice from the Landlord, and then complete the cure within ninety (90) calendar days thereafter.

(ii) If the Tenant does not substantially complete the cure within the stated time in (i) of this section, the Landlord may terminate this Lease by giving written notice of the termination; provided, however, if the default is not reasonably susceptible to cure within the stated time, the Landlord will not exercise its right to terminate this Lease so long as the Tenant has commenced to cure the default within the required time and diligently completes the cure within a reasonable time without unreasonable cessation of the work to complete the cure.

Other Remedies. Any termination of this Lease as provided in this article will not relieve Tenant from paying any sum or sums due and payable to Tenant under this Lease at the time of termination, or any claim for damages then or previously accruing against Tenant under this Lease. Any such termination will not prevent Landlord from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Tenant for any default under the Lease. All Landlord’s rights, options, and remedies under this Lease will be construed to be cumulative, and not one of them is exclusive of the other. Landlord may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Lease.

19. COMPLIANCE WITH LAW.

(a) Tenant agrees at all times during the term of this Lease at its own expense to conform to and comply with all laws, ordinances and regulations affecting Tenant’s use or occupancy of the Demised Premises, except that Tenant shall have no responsibility to correct any existing violations or to remedy any violations caused by the action or inaction of Landlord, its agents or employees, except to provide notice to Landlord of such violations and/or actions or inactions.
(b) Tenant shall have the right to contest by appropriate legal proceedings without cost or expense to Landlord, the validity of any law, ordinance, order, rule, regulation or requirements affecting Tenant’s use and occupancy of the Demised Premises. If, compliance therewith may be legally held in abeyance during such contest without subjecting Landlord or Tenant to any liability whatsoever for failure to so comply, Tenant may postpone compliance until the final determination of any such proceedings.

20. OPEN RECORDS; COMPLAINTS

Tenant acknowledges that Landlord is required to comply with Chapter 552 of the Texas Government Code (Public Information Act or Act). Under the Public Information Act, this Lease, and documents related to this Lease, which are in Landlord’s possession, or to which Landlord has access, are presumed to be public and the Landlord may release these records to the public unless an exception described in the Act applies to a document.

Tenant shall promptly notify the Landlord of any complaints or reports of violations of the law that have occurred at the Demises Premises and that are significant in nature and that have a material effect on the operations of the Demised Premises.

21. SURRENDER OF PREMISES; HOLDING OVER.

In addition to the provisions set forth in Section 10, at the expiration or termination of the Term, Tenant shall peaceably surrender to Landlord the Demised Premises broom clean and in good condition, and shall surrender all keys to the Demised Premises to Landlord and shall inform Landlord of all combinations on locks, safes, and vaults, if any, on the Demised Premises. If Tenant remains in possession of the Demised Premises after expiration or termination of the Term, or after the date in any valid notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a tenancy at will at a monthly rental equal to

22. QUIET POSSESSION.

Subject to Tenant paying the rent herein provided and performing all the covenants and conditions of this Lease on its part to be performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises during the term hereof.

23. ATTORNEY’S FEES.

Should either party to this Lease institute any action or proceeding in court to enforce any provision hereof or for damage by reason of an alleged breach of any provision of this Lease or for a declaration of such party’s rights or obligations hereunder, or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorney’s fees for the services rendered the party finally prevailing in any such action or proceeding.

24. APPLICABLE LAW AND PARTIES BOUND.
This Lease shall be construed under the laws of the state of Texas. This Lease shall be binding upon and inure to the benefit of, as the case may require, the parties to this Lease and their respective heirs, executors, administrators, successors and assigns. Venue shall lie in Williamson County, Texas.

25. INTERPRETATION.

(a) The words “Landlord” and “Tenant” as used herein, shall include, as the context may permit or require, the parties executing this Lease and their respective heirs, executors, administrators, successors and assigns.

(b) Unless expressly provided to the contrary, the phrases “during the term of this Lease” and “during the term hereof” shall include such periods during which the term of this Lease is actually extended pursuant to the exercise by Tenant of option(s) to extend the term hereof.

(c) Time is of the essence hereof.

26. CAPTIONS.

The headings and captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor of any provision herein contained.

27. INVALIDITY.

In the event that any term, provision, condition or covenant contained in this Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, or be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of this Lease, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and all such remaining terms, provisions, conditions and covenants in the Lease shall be deemed to be valid and enforceable.

28. NOTICES.

Wherever in this Lease one party to this Lease is required or permitted to give or serve a notice, request, demand, consent or approval to or on the other, such communication shall be given or served upon the party to whom it is directed in writing and may be delivered personally, by an overnight courier service with signed proof of receipt, by facsimile transmission or forwarded by certified mail, postage prepaid, return receipt requested addressed as follows:

Landlord:

City of Leander
04/25/2018

200 W. Willis Street
Leander, TX 78641

Tenant:

YMCA of Greater Williamson County
1812 N. Mays Street
Round Rock, TX 78664

Any such communication shall be deemed to have been duly given or served on the date personally delivered or delivered by courier service or, if delivered by mail as provided above, on the third business day after mailing. Either party may change its address for notice by written notice given to the other in the manner hereinabove provided.

29. ENTIRE AGREEMENT.

This Lease, together with any Exhibits or Addenda attached hereto, constitutes the entire Agreement between Landlord and Tenant pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection herewith. No modifications may be made hereof except in writing.

30. EXHIBITS.

Each of the Exhibits attached hereto are incorporated herein by this reference.

31. FORCE MAJEURE.

The term “force majeure” as used herein, shall mean any delay resulting from acts of God, inclement weather, unavailability or shortage of materials or labor, national emergency, fire or other casualty, delays or actions of governmental authorities or utilities, strikes or labor disputes, natural disaster, war, civil insurrection, injunctions or any cause beyond the reasonable control of the party.

Executed by Landlord this _____ day of ____________

LANDLORD: ITS Kent Cagle, City Manager

Executed by Tenant this _____ day of ____________

TENANT: ITS: ____________________________
CRITERIA USED TO EVALUATE THE RP RESPONSES FOR COMMUNITY RECREATION CENTER OPERATIONAL MANAGEMENT AND PROGRAMMING PARTNERSHIP

- Financial
- Professional
- Performance
- Experience/Qualifications
- Availability
- Management/Operations
- Work Understanding

Section 1: Scope of Program
Section 2: Qualifying Questions
Section 3: Team Opt.
Section 4: Capital
Section 5: Financial Statements
Section 6: Invoicing/Correlation

APPROVED-REVIEWING A.

- Financial
- Professional
- Performance
- Experience/Qualifications
- Availability
- Management/Operations
- Work Understanding

Section 1: Scope of Program
Section 2: Qualifying Questions
Section 3: Team Opt.
Section 4: Capital
Section 5: Financial Statements
Section 6: Invoicing/Correlation

APPROVED-REVIEWING A.
AGENDA ITEM # 19

AGENDA SUBJECT:
Discuss and consider action on ratifying the Mayor's appointment of Scott Parker to the Williamson County and Cities Health District Board of Directors to fill an unexpired term expiring December 2023.

BACKGROUND:
The Williamson County and Cities Health District (WCCHD) was established via a cooperative agreement between the governing bodies of the cities of Cedar Park, Georgetown, Round Rock, and Taylor and the Williamson County Commissioners Court. The cooperative agreement was updated in 1992 and in 2007 at which time the cities of Liberty Hill and Hutto joined the Health District, and again in 2013 when Leander also joined the Health District.

Mrs. Ashley Suker was appointed in December 2018, but has since moved and is no longer eligible to serve. The appointee will be the representative for both the City of Leander and the City of Liberty Hill.

To be qualified as a director, a person must be a citizen of the United States and must have resided at least three (3) years in the jurisdiction covered by the District. A director shall not be an elected official or employee of the Member's (City) or their immediate families, or employees of the District or their immediate families. Directors shall serve without compensation. The director shall serve a three (3)-year term. The Board meets quarterly usually during business hours.

Scott Parker is a servant to the people of Williamson County and surrounding communities. Scott has over 30 years of public safety experience and recently retired with 22 years of service from Williamson County Emergency Services. In his time in emergency services, Scott was in leadership positions in Emergency Medical Services and was the Director of 9-1-1 Emergency Communications. Scott received numerous awards for his leadership to include the Medical Director’s Award, Director’s Award, and several other honors in Williamson County Commissioners Court.

RECOMMENDATION:
Recommend council take action to ratify the Mayor's Appointment of Scott Parker to the Williamson County and Cities Health District Board.

Attachments

1. Scott Parker Bio
Scott Parker
703 San Gabriel Drive
Liberty Hill, Texas 78642

Scott Parker is a servant to the people of Williamson County and surrounding communities. Scott has over 30 years of public safety experience and recently retired with 22 years of service from Williamson County Emergency Services. In his time in emergency services, Scott was in leadership positions in Emergency Medical Services and was the Director of 9-1-1 Emergency Communications. Scott received numerous awards for his leadership to include the Medical Director’s Award, Director’s Award, and several other honors in Williamson County Commissioners Court.

Scott’s role included extensive involvement and engagement in local events, emergency management functions, and regional planning. Scott first served for over 11 years as a member of the Homeland Security Task Force for the 10 county Capital Area Planning Council of Governments (CAPCOG). On this task force, he chaired and Capital Area Public Health and Medical Coalition for 8 years. This subcommittee was responsible for planning, deployment, and evaluation of coordinated prehospital (EMS), hospital, and public health department responses to the large-scale regional events. In this role, Scott was recognized by both Williamson County Emergency Services and the Williamson County and Cities Health District for his involvement in developing coordinated regional capabilities. Scott transitioned from his role with the Homeland Security Task Force to being one of the charter members appointed by the Williamson County Commissioners Court for the Capital Area Emergency Communications District (CAECD) Strategic Advisory Committee. Scott served as a member, Vice Chair, and Chair during his 8 years on this committee. During this time, Scott was directly involved in the collaborative process of developing regional policies, technology resource allocation, system resiliency planning, and implementation of the Text-to-9-1-1 program regionwide. Scott is recognized for his ability to work with multiple jurisdictions, multiple disciplines, and multiple agencies in a cooperative, productive, and mutually beneficial way.

Scott is a lifelong learner with his passion and education being focused on leadership. Scott started his career as a volunteer and educator. He earned an Associate’s Degree in Paramedic Technology from Austin Community College. Scott has numerous licenses and certificates related to this paramedic background along with extensive leadership development courses. Scott received extensive training and gained significant experience in emergency management and incident response over the past 15 years. This includes several large incidents including support as Medical Branch Director during the Katrina/Rita hurricane evacuation in Austin, Plans Section Chief in the 2007 Marble Falls Flood, Plans Section Chief / IC for the 2009 H1N1 Outbreak for Williamson County, and the Plans Section Chief for the recovery effort for the 2011 Bastrop Complex fire. Most recently, Scott has focused his education on quality assurance and quality improvement. Scott is a member of the Quality Texas Foundation and is trained as an Examiner for the Malcolm Baldrige Award application process. Scott has received recognition for his involvement in the progression of Williamson County towards the Malcolm Baldrige Award.

Scott is also an educator. Scott continues to provide education, through workshops and presentations, to the Emergency Communications and Emergency Services professionals. Scott frequently presents at statewide and national conferences. Scott taught for 20 years at Austin Community College within the Emergency Medical Services Technology program where he assisted in educating new EMS providers. Scott, in his retirement, teaches both diving and medical support skills to public safety, rescue, and recreational divers.

Scott lives in Liberty Hill with the love of his life, Darlene, who recently left her long career in Emergency Medical Services. Both Scott and Darlene are active in helping members within the community. Scott and Darlene assist veterans through Veterans Below organization. Scott serves on the Board of Directors for this charity while Darlene directly assists the participants in the program. Scott and Darlene also provide materials, support, education, and access in support of equine therapy for trauma victims. Scott Parker may be contacted at
AGENDA SUBJECT:
Discuss and consider action on an appointment to the CAPCOG Clean Air Coalition for the term of January 1, 2020 through December 31, 2020.

BACKGROUND:
The Central Texas Clean Air Coalition is a voluntary, unincorporated association that became affiliated with CAPCOG by a November 13, 2002 resolution. Its purpose is to:

- Facilitate the development, adoption, and implementation of clean air plans to maintain compliance with the federal eight-hour ozone standard for Bastrop, Caldwell, Hays, Travis, and Williamson counties
- Establish and monitor a regional effort toward the improvement of air quality
- Develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas
- Work cooperatively to achieve clean air standards that will protect public health and yet allow local governments the flexibility to select measures best suited to each community's needs and resources
- Provide CAPCOG Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment and improvement activities in Central Texas.

Currently, Councilmember Cannon serves as representative to the CAPCOG Clean Air Coalition.

PRESENTER:
AGENDA SUBJECT:
Discuss and consider directing staff to change the measurement requirements for new trees associated with commercial and multi-family projects.

BACKGROUND:
The Composite Zoning Ordinance states that caliper inches required replacement trees for commercial and multi-family projects are measured at four (4') feet in height.

PRESENTER:
AGENDA SUBJECT:
Discuss and consider action on directing staff to update the requirements associated with Multi-Family development garage parking requirements.

BACKGROUND:
The Composite Zoning Ordinance currently requires that thirty-five (35%) percent of the units for a Multi-Family Development include garages.

Article V, Section 2 (3)(i)

(3) Multi-Family Development:
   (i) At least thirty-five (35%) percent of the units are required to have at least one (1) enclosed garage parking space and such garages are required to be leased, rented or sold with the applicable units.
   (ii) Parking areas shall be no wider than two (2) parking modules wide.

PRESENTER: