



DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, June 21, 2022 at 6:00 PM

AGENDA

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 Travis Crow
Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Shawn Cox
City Secretary Andrea Cunningham
IT Coordinator Jason Weinstock
Senior Planner Tory Carpenter
Public Works Director Aaron Reed
Building Official Sarah Cole
Communications & Marketing Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

WORKSHOP

- 1. Presentation and discussion regarding the Fiscal Year 2023 City of Dripping Springs Municipal Budget.**

CONSENT AGENDA

The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of City Council meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.

- 2. Approval of the June 7, 2022, City Council & Board of Adjustment regular meeting minutes.**
- 3. Approval of the May 2022 City Treasurer's Report.**
- 4. Approval of an Amended Wastewater Agreement between the City of Dripping Springs and DS Joint Venture, LP related to changes to wastewater due dates.**
- 5. Approval of a Resolution Accepting Improvements as Complete and Approving a Letter of Credit for The Grotto Subdivision Phase 2 Streets, Drainage, and Erosion Control Improvements.**

BUSINESS AGENDA

- 6. Public hearing, discussion, and consideration of approval of a Sign Variance Request to allow an additional sign for Freebirds, located at 12680 W. US Highway 290, Suite 230, Austin, Texas, 78737. Applicant: Janet Glasscock, Brazo Sign Company**
 - Applicant Presentation
 - Staff Report
 - Public Hearing
 - Sign Variance
- 7. Public hearing and consideration of approval of an Ordinance rezoning a property from AG to PDD # 14 with a base zoning of SF-3, SF-5, and LR with primarily residential uses with some local retail and governmental uses for property located south of U.S. 290 and east of Rob Shelton Blvd. along Sports Park Road adjacent to the Sports and Recreation Park and commonly known as "Village Grove", directly south and adjacent to Wallace Mountain, and directly west and adjacent to The Preserve subdivision. Applicant: Matthew Scrivener, Austin Land Innovations**
 - Applicant Presentation
 - Staff Report
 - Planning & Zoning Commission Report
 - Public Hearing
 - Ordinance Recommendation

- 8.** Discuss and consider approval of an Offsite Road Agreement between the City of Dripping Springs and DS Land Partners as it relates to the Village Grove development adjacent to Sports and Recreation Park, east of Rob Shelton Blvd and south of U.S. 290. *Applicant: Matthew Scrivener, Austin Land Innovations*
- 9.** Discuss and consider approval of Wastewater Agreement between DS Land Partners and the City of Dripping Springs for the Village Grove Subdivision *Sponsor: Mayor Bill Foulds, Jr.*
- 10.** Discuss and consider approval of a Donation Agreement and Letter of Intent related to seven (7) acres adjacent to the Sports and Recreation Park and within the Village Grove Subdivision. *Applicant: Matthew Scrivener*
- 11.** Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Herron Design Studio for City Hall offices remodel design and construction documents. *Sponsor: Mayor Foulds, Jr.*
- 12.** Discuss and consider approval of an Ordinance Amending Section 1.02.041: Regular Meetings: Establishing Additional Meetings and Meeting Times for City Council; Providing for Cancellation of Meetings. *Sponsor: Mayor Foulds, Jr.*
- 13.** Discuss and consider approval of the Amended FY 2023 Budget Calendar.
- 14.** Discuss and consider the Appointment of Council Members to Areas of Oversight. *Sponsor: Mayor Bill Foulds, Jr.*
 - a. Parks & Recreation
 - b. Public Health & Safety
 - c. Utilities
 - d. Finance
 - e. Transportation & Streets
 - f. Community Services
- 15.** Discuss and consider the appointment of the Founders Day Commission Chair to serve a term of one year and the reappointment of members to the Founders Day Commission for terms ending June 30, 2024: at-large members Brenda Medcalf and Clinton Holtzendorf; St. Martin de Porres Catholic Church representative Michael Monaghan; Cook-Off Club representatives Brian Varnell and Jeff Shindler; and Lions Club representatives Sharon Goss and Brad Thomas.
- 16.** Discuss and consider approval of the Revised Temporary Records Assistant job description and extension of the position to the end of Fiscal Year 2022. *Sponsor: Mayor Foulds, Jr.*

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.

- 17. Emergency Management Coordinator Report**
Roman Baligad, Emergency Management Coordinator

18. Comprehensive Planning Status Report
Howard Koontz, Planning Director

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

19. Consultation with City Attorney and Deliberation of Real Property related to the Village Grove Project. *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*

20. Consultation with City Attorney related to the South Regional Water Reclamation Project and the litigation on the Wastewater Permit and related items. *Consultation with City Attorney, 551.071*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

- June 28, 2022, at 5:00 p.m. (Moratorium Waivers)
- July 5, 2022, at 6:00 p.m. (CC & BOA)
- July 12, 2022, at 5:00 p.m. (Moratorium Waivers)
- July 19, 2022, at 6:00 p.m. (CC)
- July 26, 2022, at 5:00 p.m. (Moratorium Waivers)

Board, Commissions & Committees

- June 22, 2022, Economic Development Committee at 4:00 p.m.
- June 27, 2022, Transportation Committee at 3:30 p.m.
- June 28, 2022, Planning & Zoning Commission at 6:00 p.m.
- July 6, 2022, DSRP Board at 11:00 a.m.
- July 7, 2022, Historic Preservation Commission at 4:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes. Annotated. In addition, the City Council may consider a vote to excuse the absence of any City Council Member for absence from this meeting.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **June 17, 2022, at 3:30 p.m.***

City Secretary

This facility is wheelchair accessible. Accessible parking spaces are available. Request for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.



DRIPPING SPRINGS
Texas

CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, June 07, 2022 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 6:00 p.m.

City Council Members present were:

Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 Travis Crow
Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Shawn Cox
City Secretary Andrea Cunningham
IT Coordinator Jason Weinstock
Communications & Marketing Director Lisa Sullivan
Parks & Community Services Director Andy Binz
Planning Director Howard Koontz
Senior Planner Tory Carpenter
Public Works Director Aaron Reed
DSRP Manager Emily Nelson
Planning & Zoning Commission Chair Mim James
Transportation Consultant Leslie Pollack

CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

PLEDGE OF ALLEGIANCE

Council Member King led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained

within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

No one spoke during Presentation of Citizens.

BOARD OF ADJUSTMENT

CALL TO ORDER AND ROLL CALL

Board of Adjustment Members present were:

Chair Bill Foulds, Jr.
 Taline Manassian
 Wade King
 Geoffrey Tahuahua
 Travis Crow
 Sherrie Parks

BOARD OF ADJUSTMENT AGENDA

1. **Public hearing and consideration of approval of VAR2022-0003: an application for a variance to allow more than 50% impervious cover for a property located at 410 Hazy Hills Loop, being Block A, Lot 21 of the Headwaters at Barton Creek Phase 1 subdivision. Applicant: Renee Godinez, Permit Solutions.**
 - a. **Applicant Presentation** – Applicant not present.
 - b. **Staff Report** – Tory Carpenter presented the staff report which is on file. Staff recommends denial of the variance application.
 - c. **Planning & Zoning Commission Report** – Chair James presented the report. The Commission recommend City Council denial of the variance request 7 to 0.
 - d. **Public Hearing** – No one spoke during the Public Hearing.
 - e. **Variance** – A motion was made by Board Member Crow to deny approval of VAR2022-0003: an application for a variance to allow more than 50% impervious cover for a property located at 410 Hazy Hills Loop, being Block A, Lot 21 of the Headwaters at Barton Creek Phase 1 subdivision. Board Member King seconded the motion which carried unanimously 6 to 0.

CITY COUNCIL

CONSENT AGENDA

The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of City Council meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.

2. **Approval of the May 17, 2022, City Council regular meeting minutes.**
3. **Approval of an Ordinance approving an amended Interlocal Agreement with the Dripping Springs Independent School District for easements related to construction and improvements related to Roger Hanks Parkway including provisions related to parking, impervious cover, and compensation. Sponsor: Mayor Foulds, Jr.**

Filed as Ordinance No. 2022-17

4. **Approval of an 18 day Extension to the Lease between the City of Dripping Springs and Veterans of Foreign Wars Post 2933 and the American Legion Post 290. Sponsor: Mayor Bill Foulds, Jr.**
5. **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Pride of Dripping Springs for the 2022 Pride of Dripping Springs Event. Sponsor: Council Member King.**
6. **Approval of authorization for the Mayor to cast the City of Dripping Springs 2022 PEC (Pedernales Electric Cooperative) Annual Director Election ballot.**
7. **Approval of Fiscal Year 2023 Rate Adjustment for Legal Services Rendered by municipal prosecutor Ryan Kellus Turner. Sponsor: Mayor Bill Foulds, Jr.**
8. **Approval of an IT and AV Agreement for Dripping Springs Ranch Park and Event Center between the City of Dripping Springs and Felix Media Solutions. Sponsor: Mayor Foulds, Jr.**
9. **Approval of the renewal of a Co-Sponsorship Agreement between the City of Dripping Springs and Texas Beef Initiative for roping practices and events. Sponsor: Council Member King.**
10. **Approval of the appointment of Charlie Busbey as Interim Chair of the Utility Commission in the absence of Interim Chair Roger Kew. Sponsor: Mayor Foulds, Jr.**

A motion was made by Council Member Tahuahua to approve Consent Agenda Items 2 – 12. Council Member Crow seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

11. Discuss and consider the Appointment of Mayor Pro Tem to serve a term of one year.

A motion was made by Council Member Tahuahua to appoint Council Member Manassian as Mayor Pro Tem for a term of one year. Council Member Crow seconded the motion which carried unanimously 5 to 0.

12. Discuss and consider the Appointment of Council Members to the Transportation Committee and Economic Development Committee.

a. Transportation Committee – Mayor Foulds, Jr. appointed Council Member Crow to the Transportation Committee for a term of one year.

b. Economic Development Committee – Mayor Foulds, Jr. appointed Mayor Pro Tem Manassian to the Economic Development Committee for a term of one year.

13. Public hearing and consideration of approval of an Ordinance adding a definition for Special Event Facility under Chapter 30, Exhibit A Zoning Ordinance, Section 1: General Provisions, Section 3: Zoning Districts, Section 5: Development Standards and Use Regulations, and Appendix E: Zoning Use Regulations.

a. Staff Report – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the ordinance.

b. Public Hearing – No one spoke during the Public Hearing.

d. Text Amendment – A motion was made by Council Member Parks to approve an Ordinance adding a definition for Special Event Facility under Chapter 30, Exhibit A Zoning Ordinance, Section 1: General Provisions, Section 3: Zoning Districts, Section 5: Development Standards and Use Regulations, and Appendix E: Zoning Use Regulations. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2022-18

The City Council consider items 14 and 15 together.

Laura Mueller presented the staff report for items 14 and 15 together. Staff recommends approval of the Interlocal Agreement and the License Agreement.

14. Discuss and consider approval of an Interlocal Agreement between Hays County, the City of Dripping Springs, and the Dripping Springs Community Foundation, in coordination with the Dripping Springs Skate Park Initiative for funding of construction of a regional skate park at the Founders Memorial Park in the City of Dripping Springs. Sponsor: Mayor Pro Tem Manassian

15. Discuss and consider approval of an Extension of the License Agreement between the City of Dripping Springs and the Dripping Springs Community Foundation, in coordination with the Dripping Springs Skatepark, Inc., for the use of the Founders Memorial Park for construction of a skate park. Sponsor: Mayor Pro Tem Manassian.

A motion was made by Mayor Pro Tem Manassian to approve an Interlocal Agreement between Hays County, the City of Dripping Springs, and the Dripping Springs Community Foundation, in coordination with the Dripping Springs Skate Park Initiative for funding of construction of a regional skate park at the Founders Memorial Park in the City of Dripping Springs and an Extension of the License Agreement between the City of Dripping Springs and the Dripping Springs Community Foundation, in coordination with the Dripping Springs Skatepark, Inc., for the use of the Founders Memorial Park for construction of a skate park. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

16. Discuss and consider approval of a rate increase request from Waste Connections related to the 2020 Franchise Agreement between the City of Dripping Springs and Waste Connections. Applicant: John Harris, Waste Connections

Laura Mueller presented the staff report which is on file. Staff recommends approval of the rate increase.

A motion was made by Council Member Crow to approve a rate increase request from Waste Connections related to the 2020 Franchise Agreement between the City of Dripping Springs and Waste Connections. Council Member Parks seconded the motion which carried unanimously 5 to 0.

The City Council consider items 17 – 20 together.

Howard Koontz, Laura Mueller, Leslie Pollack, and Ginger Faught presented the staff reports for items 17 – 20. Staff recommends postponement to a date certain.

17. Public hearing and consideration of approval of an Ordinance rezoning a property from AG to PDD # 14 with a base zoning of SF-3, SF-5, and LR with primarily residential uses with some local retail and governmental uses for property located south of U.S. 290 and east of Rob Shelton Blvd. along Sports Park Road adjacent to the Sports and Recreation Park and commonly known as “Village Grove”, directly south and adjacent to Wallace Mountain, and directly west and adjacent to The Preserve subdivision. Applicant: Matthew Scrivener, Austin Land Innovations

a. Applicant Presentation – Peter Verdicchio with SEC Planning and John Doucet with Doucet and Associates gave a presentation which is on file.

b. Staff Report

c. Planning & Zoning Commission Report

d. Public Hearing – Eugene Foster spoke during the Public Hearing and his comments are on file.

e. Ordinance Recommendation

18. Discuss and consider approval of an Offsite Road Agreement between the City of Dripping Springs and DS Land Partners as it relates to the Village Grove development adjacent to Sports and Recreation Park, east of Rob Shelton Blvd and south of U.S. 290. Sponsor: Mayor Foulds, Jr.

19. **Discuss and consider approval of Wastewater Agreement between DS Land Partners and the City of Dripping Springs for the Village Grove Subdivision.** *Sponsor: Mayor Bill Foulds, Jr.*
20. **Discuss and consider approval of a Donation Agreement and Letter of Intent related to seven (7) acres adjacent to the Sports and Recreation Park and within the Village Grove Subdivision.** *Applicant: Matthew Scrivener*

A motion was made by Council Member Tahuahua to postpone items 17 – 20 to the June 21, 2022, Regular City Council meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

21. **Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Herron Design Studio for City Hall offices remodel design and construction documents.** *Sponsor: Mayor Foulds, Jr.*

Mayor Foulds, Jr. left the dais and Mayor Pro Tem presided over the meeting, with Mayor Foulds, Jr. returning to the dais before the conclusion of the item.

Michelle Fischer presented the staff report which is on file. Staff recommends approval of the agreement with an additional \$3,000.00 to cover insurance.

A motion was made by Mayor Pro Tem Manassian to approve a Professional Services Agreement between the City of Dripping Springs and Herron Design Studio for City Hall offices remodel design and construction documents with an additional \$3,000.00 as per staff recommendation. Council Member Crow seconded the motion which carried unanimously 5 to 0.

22. **Discuss and consider approval of the conversion of two part-time vacant positions to the Dripping Springs Ranch Park Customer Service Specialist Full-time position, and approval of the job description for the new position.** *Sponsor: Council Member King.*

Emily Nelson presented the staff report which is on file. Staff recommends approval of the job description and new position.

A motion was made by Council Member King to approve the conversion of two part-time vacant positions to the Dripping Springs Ranch Park Customer Service Specialist Full-time position, and approval of the job description for the new position. Council Member Parks seconded the motion which carried unanimously 5 to 0.

23. **Discuss and consider Approval of a Change Order to the 2045 Comprehensive Plan Agreement between the City of Dripping Springs and DTJ to add additional Advertising and Outreach services and add additional Public Meetings for the purpose of soliciting public input, in the amount of \$37,400.00.** *Sponsor: Mayor Foulds, Jr.*

Council Member King left the dais and returned before the conclusion of the item.

Howard Koontz presented the staff report which is on file. Staff recommends approval of the Task Order.

A motion was made by Mayor Pro Tem Manassian to approve a Change Order to the 2045 Comprehensive Plan Agreement between the City of Dripping Springs and DTJ to add additional Advertising and Outreach services and add additional Public Meetings for the purpose of soliciting public input, in the amount of \$37,400.00. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies. All reports are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.

Reports are on file and available for review upon request.

24. Maintenance and Facilities Report

Craig Rice, Maintenance Director

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Item 25. Council Member King seconded the motion which carried unanimously 5 to 0.

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

- 25. Consultation with City Attorney and Deliberation of Real Property related to the Village Grove Project.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*
- 26. Consultation with City Attorney related to the South Regional Water Reclamation Project and the litigation on the Wastewater Permit and related items.** *Consultation with City Attorney, 551.071*
- 27. Consultation with City Attorney and Deliberation of Real Property related to easements for road improvements at Roger Hanks Parkway.** *Consultation with City Attorney, 551.071; Deliberation on Real Property, 551.072*
- 28. Deliberation of Personnel Matters regarding the creation, employment, job duties, compensation, and benefits of the DSRP Customer Service Specialist Full-time Position.** *Deliberation of Personnel Matters, 551.074*

The City Council met in Executive Session from 8:37 – 8:55 p.m.

No action or vote was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 8:55 p.m.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

June 14, 2022, at 5:00 p.m. (Moratorium Waivers)

June 21, 2021, at 6:00 p.m. (CC)

June 28, 2022, at 5:00 p.m. (Moratorium Waivers)

July 5, 2022, at 6:00 p.m. (CC & BOA)

Board, Commission & Committee Meetings

June 8, 2022, Utility Commission at 4:00 p.m.

June 13, 2022, TIRZ No.1 & No. 2 Board at 4:00 p.m.

June 13, 2022, Founders Day Commission at 6:30 p.m.

June 14, 2022, Planning & Zoning Commission at 6:00 p.m.

June 16, 2022, Farmers Market Committee at 10:00 a.m.

June 16, 2022, Emergency Management Commission at 12:00 p.m.

June 22, 2022, Economic Development Committee at 4:00 p.m.

ADJOURN

A motion was made by Mayor Pro Tem Manassian to adjourn the meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

This regular meeting adjourned at 8:56 p.m.

APPROVED ON: June 21, 2022

Bill Foulds, Jr., Mayor


ATTEST:

Andrea Cunningham, City Secretary



DRIPPING SPRINGS
Texas

To: Mayor Bill Foulds, Jr. and City Council, City of Dripping Springs

From: Shawn Cox, Finance Director/City Treasurer 

Date: June 21, 2022

RE: May 2022 City Treasurer's Report

General Fund:

The General Fund received **\$712,007.00** in revenues for May. A total of \$8,212,723.67 has been collected in revenues. This represents a collection of 81.71%.

General Fund revenues are in line with or ahead of the approved budget. Some line items of note include:

- 100-000-40001: Sales Tax – \$373,479.14 was received in Sales Tax, of which \$281,895.74 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements. This represents a 22.44% increase from May 2021 – Average monthly collections for Sales Tax in FY 2022 were anticipated to be \$316,000.00. Though April, our average monthly collections total \$340,274.02.
- 100-200-42001: Health Permits/Inspections – Through May, \$88,570.00 has been collected in Health Permit/Inspection Fees (\$28,570.00 more than was budgeted).
- 100-400-44002: Program & Event Fees – \$26,755.00 has been collected Park Program & Events Fees. This is \$7,955.00 more than budgeted

General Fund expenditures are in line with the approved budget. Some line items of note include:

- 100-200-62005: Health Inspector – Through May, \$43,284.28 of the budgeted \$50,000.00 has been spent (86.57%). For FY 2022, \$65,000.00 is projected to be spent. These overages will be covered by the additional Health Permit/Inspection revenues received.
- 100-201-62004: Bldg. Inspector – As with Health Inspection costs, Building Inspection expenditures are also near their budgeted amounts. Through May, \$707,571.48 of the budgeted \$750,000.00 has been spent (94.34%). For FY 2022, \$1.8 million is projected to be spent. These expenditures are directly tied to the anticipated Building Permit Revenues. For FY 2022 it is projected that \$2.25 million will be collected, of which the City keeps 20%.
- 100-402-65000: Pool Network/Phone – Of the \$1,500.00 budgeted in this line item, \$1,098.82 (73.25%) has been spent. It is projected that \$1,650.00 will be spent though the end of the fiscal year.
- 100-402-65014: FMP Poll/Pavilion Electric – Of the \$4,500.00 budgeted in this line item, \$4,090.52 (90.90%) has been spent. It is projected that \$7,250.00 will be spent though the end of the fiscal year.

Wastewater Utility Fund:

For May, **\$288,707.95** was received in revenues.

Wastewater revenues are in line with or ahead of the approved budget. Some line items of note include:



DRIPPING SPRINGS
Texas

- 400-300-41001; PEC Franchise Fee – \$38,843.93 was collected from PEC for its quarterly Franchise Fee payment. Through May, \$121,014.09 (93.09%) has been collected. For FY 2022, \$150,000.00 is being projected for total collections.
- 400-300-41003; Cable Franchise Fee – \$39,217.28 was collected from PEC for its quarterly Franchise Fee payment. Through May, \$117,012.13 (90.10%) has been collected. For FY 2022, \$150,000.00 is being projected for total collections.
- 400-300-47009: Sales Tax – For May \$74,695.83 was allocated from Sales Tax.

Wastewater expenditures are in line with the approved budget. Some line items of note include:

- 400-300-62003: Special Counsel and Consultants – FY 2022 included \$35,000.00 in this line item. Currently, \$37,805.72 has been spent. These expenditures are related to the appeal of the City’s Wastewater Permit. For FY 2022 this line item is being projected at \$50,000.00.

Dripping Springs Ranch Park (DSRP):

\$43,896.89 in revenues were collected for May.

DSRP revenues are in line with the approved budget. Some line items of note include:

- 200-401-43011: RV Site Rental Fees – RV Site revenues are continuing to come in higher than budget. Through May \$26,110.00 has been collected. This is \$7,110.00 (37.42%) more than anticipated. For FY 2022, staff is projecting to collect \$28,000.00.

DSRP expenditures are in line with the approved budget. Some line items of note include:

- 200-401-64029: Miscellaneous Events – A total of \$14,934.54 has been spent from this line item. The amended budget is \$6,400.00. All expenditures in this line item are due to Journal Entries based on the approved Budget Amendment # 5. DSRP and Finance are reviewing this line item to ensure all previous expenditures were correctly coded to their line items.

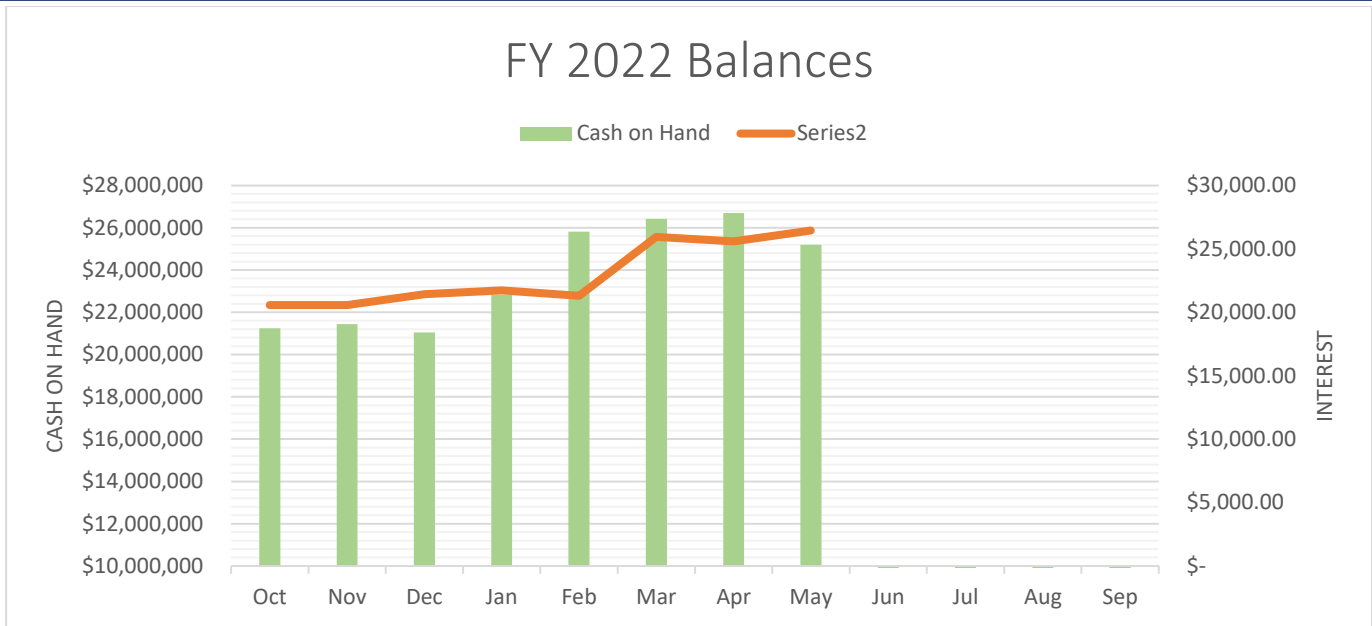
Banking:

On May 31st, the City’s cash balances were **\$25.200 Million**. This is a 5.6% decrease from the previous month’s cash balances. The primary driver for the decrease was the payment of \$1,694,784.76 in Debt Service (Series 2015 = \$711,231.76 & Series 2019 = \$983,553.00). A total of **\$26,450.30** was collected in interest revenues for the Month of May.



DRIPPING SPRINGS Texas

FY 2022 Balances





Dripping Springs, TX

Item 3.
Budget Report
Account Summary

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	1,983,491.97	1,983,491.97	12,957.40	2,036,034.97	52,543.00	102.65 %
100-000-40001	Sales Tax Revenue	3,796,125.70	3,796,125.70	373,479.14	2,722,192.15	-1,073,933.55	28.29 %
100-000-40002	Mixed Beverage	60,000.00	60,000.00	8,230.08	59,981.27	-18.73	0.03 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	1,035.56	8,049.50	4,049.50	201.24 %
100-000-41000	Solid Waste Franchise Fee	40,000.00	40,000.00	11,838.27	33,255.97	-6,744.03	16.86 %
100-000-42000	Alcohol Permit Fees	7,085.00	7,085.00	2,089.25	4,284.25	-2,800.75	39.53 %
100-000-46000	FEMA	0.00	0.00	0.00	5,292.38	5,292.38	0.00 %
100-000-46001	Other Revenues	40,000.00	40,000.00	68,351.00	68,394.27	28,394.27	170.99 %
100-000-46002	Interest	40,000.00	40,000.00	9,284.81	61,308.10	21,308.10	153.27 %
100-000-46011	Coronavirus Local Fiscal Recovery F	707,181.10	707,181.10	0.00	1,397.61	-705,783.49	99.80 %
100-000-47000	Transfer from Capital Improvement	300,000.00	324,000.00	0.00	0.00	-324,000.00	100.00 %
100-000-47001	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
100-000-47005	Transfer from HOT Fund	4,305.00	4,305.00	0.00	0.00	-4,305.00	100.00 %
100-000-47013	Transfer From TIRZ	0.00	0.00	0.00	127,102.00	127,102.00	0.00 %
	Department: 000 - Undesignated Total:	6,992,588.77	7,016,588.77	487,265.51	5,127,292.47	-1,889,296.30	26.93%
Department: 103 - Courts							
100-103-43028	Muni Court Fines/Special Fees	250.00	250.00	0.00	0.00	-250.00	100.00 %
	Department: 103 - Courts Total:	250.00	250.00	0.00	0.00	-250.00	100.00%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	60,000.00	60,000.00	11,710.00	88,570.00	28,570.00	147.62 %
100-200-43000	Site Development Fees	239,108.41	239,108.41	0.00	333,454.13	94,345.72	139.46 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	2,665.00	80,142.00	15,142.00	123.30 %
100-200-43030	Subdivision Fees	656,006.25	656,006.25	250.00	918,318.56	262,312.31	139.99 %
	Department: 200 - Planning & Development Total:	1,020,114.66	1,020,114.66	14,625.00	1,420,484.69	400,370.03	39.25%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	2,475.00	16,050.00	16,050.00	0.00 %
100-201-43029	Fire Inspections	10,000.00	10,000.00	-10,699.23	17,156.89	7,156.89	171.57 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	150,141.95	1,444,372.71	-55,627.29	3.71 %
	Department: 201 - Building Total:	1,510,000.00	1,510,000.00	141,917.72	1,477,579.60	-32,420.40	2.15%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	9,027.00	11,723.00	200.00	4,915.97	-6,807.03	58.07 %
100-400-44001	Community Service Fees	4,400.00	4,400.00	70.00	1,415.00	-2,985.00	67.84 %
100-400-44002	Program & Event Fees	5,000.00	18,800.00	1,450.00	26,755.00	7,955.00	142.31 %
100-400-44004	Park Rental Income	5,350.00	5,350.00	1,225.00	3,725.00	-1,625.00	30.37 %
100-400-47002	Transfer from Parkland Dedication	113,462.80	113,462.80	0.00	0.00	-113,462.80	100.00 %
100-400-47003	Transfer from Landscaping Fund	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
100-400-47005	Transfer from HOT Fund	2,000.00	2,000.00	0.00	0.00	-2,000.00	100.00 %
100-400-47014	Transfer from Parkland Developme	111,731.40	121,731.40	0.00	0.00	-121,731.40	100.00 %
	Department: 400 - Parks & Recreation Total:	254,971.20	281,467.20	2,945.00	36,810.97	-244,656.23	86.92%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	85,800.00	85,800.00	18,630.00	19,843.00	-65,957.00	76.87 %
100-402-44004	Park Rental Income	16,800.00	16,800.00	660.00	710.00	-16,090.00	95.77 %
100-402-46012	Reimbursement of Utility Costs	8,000.00	8,000.00	0.00	2,014.95	-5,985.05	74.81 %
	Department: 402 - Aquatics Total:	110,600.00	110,600.00	19,290.00	22,567.95	-88,032.05	79.59%
Department: 404 - Founders Day							
100-404-45000	FD Craft/Business Booths	6,500.00	6,500.00	6,255.81	6,255.81	-244.19	3.76 %
100-404-45001	FD Food Booths	1,100.00	1,100.00	1,312.50	1,312.50	212.50	119.32 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-45002	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	0.00	-4,600.00	100.00 %
100-404-45003	FD Carnival	9,500.00	9,500.00	13,585.46	13,585.46	4,085.46	143.00 %
100-404-45004	FD Parade Registration Fees	3,750.00	3,750.00	0.00	3,975.00	225.00	106.00 %
100-404-45005	FD Sponsorships	70,000.00	70,000.00	10,000.00	84,750.00	14,750.00	121.07 %
100-404-45006	FD Parking Fees	1,700.00	1,700.00	0.00	3,299.22	1,599.22	194.07 %
100-404-45007	FD Electric Fees	2,400.00	2,400.00	1,810.00	1,810.00	-590.00	24.58 %
100-404-47007	Transfer from General Fund	0.00	13,000.00	13,000.00	13,000.00	0.00	0.00 %
Department: 404 - Founders Day Total:		99,550.00	112,550.00	45,963.77	127,987.99	15,437.99	13.72%
Revenue Total:		9,988,074.63	10,051,570.63	712,007.00	8,212,723.67	-1,838,846.96	18.29%

Expense

Department: 000 - Undesignated

100-000-60000	Salaries	2,249,643.70	2,263,243.70	0.00	0.00	2,263,243.70	100.00 %
100-000-61000	Health Insurance	224,269.22	224,269.22	137.64	205,541.99	18,727.23	8.35 %
100-000-61001	Dental Insurance	14,498.88	14,498.88	0.00	0.00	14,498.88	100.00 %
100-000-61002	Medicare	0.00	0.00	0.00	16.01	-16.01	0.00 %
100-000-61003	Social Security	0.00	0.00	0.00	68.45	-68.45	0.00 %
100-000-61005	Federal Withholding	180,413.74	181,706.14	0.00	-3,400.57	185,106.71	101.87 %
100-000-61006	TMRS	133,118.97	133,118.97	0.00	66.24	133,052.73	99.95 %
100-000-62009	Human Resources Consultant	10,000.00	10,000.00	0.00	9,887.93	112.07	1.12 %
100-000-63004	Dues, Fees & Subscriptions	30,000.00	30,000.00	294.11	13,786.03	16,213.97	54.05 %
100-000-63005	Training/Continuing Education	83,623.90	83,623.90	2,699.04	14,377.59	69,246.31	82.81 %
100-000-64000	Office Supplies	25,000.00	25,000.00	885.42	12,239.58	12,760.42	51.04 %
100-000-64004	Office Furniture and Equipment	6,000.00	6,000.00	0.00	2,214.00	3,786.00	63.10 %
100-000-66002	Postage & Shipping	3,200.00	3,200.00	8.16	1,466.27	1,733.73	54.18 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	3,400.00	0.00	0.00 %
100-000-69002	Economic Development	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	1,215.00	48,785.00	97.57 %
100-000-70003	Other Expenses	10,000.00	10,000.00	518.32	2,111.72	7,888.28	78.88 %
100-000-70009	Coronavirus Local Fiscal Recovery F	0.00	56,146.39	13,000.00	57,357.89	-1,211.50	-2.16 %
100-000-90000	Transfer to Reserve Fund	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
100-000-90002	Transfer to TIRZ	450,244.23	450,244.23	0.00	0.00	450,244.23	100.00 %
100-000-90005	Transfer to DSRP	75,000.00	178,000.00	0.00	0.00	178,000.00	100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	25,462.00	25,462.00	0.00	0.00	25,462.00	100.00 %
100-000-90014	Transfer to Founders Day	0.00	13,000.00	0.00	0.00	13,000.00	100.00 %
Department: 000 - Undesignated Total:		3,785,874.64	3,972,913.43	17,542.69	330,348.13	3,642,565.30	91.68%

Department: 100 - City Council/Boards & Commissions

100-100-62010	Miscellaneous Consultant	7,500.00	7,500.00	0.00	520.00	6,980.00	93.07 %
100-100-64003	Uniforms	0.00	0.00	44.50	44.50	-44.50	0.00 %
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
Department: 100 - City Council/Boards & Commissions Total:		24,500.00	24,500.00	44.50	564.50	23,935.50	97.70%

Department: 101 - City Administrators Office

100-101-60000	Regular Employees	0.00	0.00	34,417.15	295,582.48	-295,582.48	0.00 %
100-101-60002	Overtime	0.00	0.00	435.89	762.49	-762.49	0.00 %
100-101-61000	Health Insurance	0.00	0.00	1,689.54	14,360.26	-14,360.26	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	138.96	1,181.16	-1,181.16	0.00 %
100-101-61002	Medicare	0.00	0.00	469.77	3,994.45	-3,994.45	0.00 %
100-101-61003	Social Security	0.00	0.00	2,008.64	14,719.76	-14,719.76	0.00 %
100-101-61004	Unemployment	0.00	0.00	0.00	575.99	-575.99	0.00 %
100-101-61006	TMRS	0.00	0.00	2,063.30	17,670.01	-17,670.01	0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	41,223.25	348,846.60	-348,846.60	0.00%

Department: 102 - City Secretary

100-102-60000	Regular Employees	0.00	0.00	6,153.84	52,615.34	-52,615.34	0.00 %
100-102-60001	Part-time Employees	0.00	0.00	857.84	7,518.60	-7,518.60	0.00 %
100-102-61000	Health Insurance	0.00	0.00	559.80	4,757.76	-4,757.76	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	34.74	295.29	-295.29	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-102-61002	0.00	0.00	100.52	862.15	-862.15	0.00 %
100-102-61003	0.00	0.00	429.83	3,686.69	-3,686.69	0.00 %
100-102-61004	0.00	0.00	13.72	243.14	-243.14	0.00 %
100-102-61006	0.00	0.00	364.30	3,137.24	-3,137.24	0.00 %
100-102-62000	8,000.00	8,000.00	0.00	432.00	7,568.00	94.60 %
100-102-62018	5,350.00	5,350.00	0.00	0.00	5,350.00	100.00 %
100-102-66003	6,000.00	6,000.00	705.30	2,339.21	3,660.79	61.01 %
100-102-69003	1,220.00	1,220.00	120.00	360.00	860.00	70.49 %
100-102-70001	0.00	0.00	0.00	305.66	-305.66	0.00 %
Department: 102 - City Secretary Total:	20,570.00	20,570.00	9,339.89	76,553.08	-55,983.08	-272.16%
Department: 103 - Courts						
100-103-60001	0.00	0.00	987.50	2,725.00	-2,725.00	0.00 %
100-103-61002	0.00	0.00	14.32	39.52	-39.52	0.00 %
100-103-61003	0.00	0.00	61.23	168.97	-168.97	0.00 %
100-103-61004	0.00	0.00	15.80	43.60	-43.60	0.00 %
100-103-62003	15,500.00	15,500.00	800.00	2,600.00	12,900.00	83.23 %
100-103-62010	0.00	0.00	0.00	162.50	-162.50	0.00 %
Department: 103 - Courts Total:	15,500.00	15,500.00	1,878.85	5,739.59	9,760.41	62.97%
Department: 104 - City Attorney						
100-104-60000	0.00	0.00	11,538.46	97,315.66	-97,315.66	0.00 %
100-104-61000	0.00	0.00	564.12	4,795.02	-4,795.02	0.00 %
100-104-61001	0.00	0.00	34.74	295.29	-295.29	0.00 %
100-104-61002	0.00	0.00	159.38	1,343.69	-1,343.69	0.00 %
100-104-61003	0.00	0.00	681.48	5,745.39	-5,745.39	0.00 %
100-104-61004	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-104-61006	0.00	0.00	683.08	5,802.00	-5,802.00	0.00 %
100-104-62003	59,000.00	44,107.60	0.00	7,418.01	36,689.59	83.18 %
100-104-62009	0.00	0.00	0.00	1,120.96	-1,120.96	0.00 %
100-104-64003	0.00	0.00	0.00	24.00	-24.00	0.00 %
Department: 104 - City Attorney Total:	59,000.00	44,107.60	13,661.26	124,004.02	-79,896.42	-181.14%
Department: 105 - Communications						
100-105-60000	0.00	0.00	5,661.54	48,284.32	-48,284.32	0.00 %
100-105-61000	0.00	0.00	558.42	4,746.18	-4,746.18	0.00 %
100-105-61001	0.00	0.00	34.74	295.29	-295.29	0.00 %
100-105-61002	0.00	0.00	81.36	697.22	-697.22	0.00 %
100-105-61003	0.00	0.00	347.86	2,981.02	-2,981.02	0.00 %
100-105-61004	0.00	0.00	0.00	143.99	-143.99	0.00 %
100-105-61006	0.00	0.00	335.16	2,878.96	-2,878.96	0.00 %
100-105-66000	6,625.00	6,625.00	0.00	6,625.00	0.00	0.00 %
100-105-66005	7,488.00	8,988.00	825.38	1,358.83	7,629.17	84.88 %
Department: 105 - Communications Total:	14,113.00	15,613.00	7,844.46	68,010.81	-52,397.81	-335.60%
Department: 106 - IT						
100-106-60000	0.00	0.00	5,120.00	21,667.70	-21,667.70	0.00 %
100-106-60002	0.00	0.00	0.00	57.26	-57.26	0.00 %
100-106-61000	0.00	0.00	14.38	1,416.75	-1,416.75	0.00 %
100-106-61001	0.00	0.00	0.00	86.85	-86.85	0.00 %
100-106-61002	0.00	0.00	74.24	313.53	-313.53	0.00 %
100-106-61003	0.00	0.00	317.44	1,340.67	-1,340.67	0.00 %
100-106-61004	0.00	0.00	46.47	144.01	-144.01	0.00 %
100-106-61006	0.00	0.00	303.10	1,294.53	-1,294.53	0.00 %
100-106-64001	70,890.00	70,890.00	5,998.59	50,473.04	20,416.96	28.80 %
100-106-64002	165,142.00	183,888.00	5,417.56	90,380.13	93,507.87	50.85 %
100-106-65000	31,000.00	31,000.00	1,501.01	13,338.90	17,661.10	56.97 %
Department: 106 - IT Total:	267,032.00	285,778.00	18,792.79	180,513.37	105,264.63	36.83%
Department: 107 - Finance						
100-107-60000	0.00	0.00	14,142.16	120,212.68	-120,212.68	0.00 %
100-107-60002	0.00	0.00	5.26	94.54	-94.54	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-107-61000	Health Insurance	0.00	0.00	1,667.86	14,175.59	-14,175.59	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	104.22	885.87	-885.87	0.00 %
100-107-61002	Medicare	0.00	0.00	195.31	1,660.95	-1,660.95	0.00 %
100-107-61003	Social Security	0.00	0.00	835.18	7,102.36	-7,102.36	0.00 %
100-107-61004	Unemployment	0.00	0.00	0.00	432.01	-432.01	0.00 %
100-107-61006	TMRS	0.00	0.00	837.54	7,173.46	-7,173.46	0.00 %
100-107-62001	Financial Services	115,000.00	115,000.00	0.00	28,000.00	87,000.00	75.65 %
100-107-67000	TML Liability Insurance	20,850.00	20,850.00	0.00	14,252.75	6,597.25	31.64 %
100-107-67001	TML Property Insurance	34,646.00	34,646.00	0.00	29,062.25	5,583.75	16.12 %
100-107-67002	TML Workmen's Comp Insurance	25,000.00	25,000.00	0.00	19,767.50	5,232.50	20.93 %
100-107-70000	Bad Debt Expense	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-107-70001	Mileage	0.00	0.00	40.95	179.93	-179.93	0.00 %
100-107-90003	Transfer to Wastewater Utility Fund	759,225.14	914,946.14	74,695.83	610,928.15	304,017.99	33.23 %
100-107-90004	SPA & ECO D Transfers	218,656.84	218,656.84	0.00	120,241.00	98,415.84	45.01 %
Department: 107 - Finance Total:		1,178,377.98	1,334,098.98	92,524.31	974,169.04	359,929.94	26.98%
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	21,021.24	156,749.36	-156,749.36	0.00 %
100-200-61000	Health Insurance	0.00	0.00	2,227.86	15,582.95	-15,582.95	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	138.96	969.54	-969.54	0.00 %
100-200-61002	Medicare	0.00	0.00	297.33	2,206.26	-2,206.26	0.00 %
100-200-61003	Social Security	0.00	0.00	1,271.28	9,433.52	-9,433.52	0.00 %
100-200-61004	Unemployment	0.00	0.00	51.06	649.02	-649.02	0.00 %
100-200-61006	TMRS	0.00	0.00	1,244.46	9,344.73	-9,344.73	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	94,000.00	19,297.87	33,697.87	60,302.13	64.15 %
100-200-62003	Special Counsel and Consultant	0.00	0.00	225.50	1,920.90	-1,920.90	0.00 %
100-200-62005	Health Inspector	50,000.00	50,000.00	6,151.99	43,284.28	6,715.72	13.43 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	250.00	1,956.27	3,043.73	60.87 %
100-200-62007	Historic District Consultant	3,500.00	3,500.00	125.00	2,611.41	888.59	25.39 %
100-200-62010	Miscellaneous Consultant	175,000.00	175,000.00	954.24	954.24	174,045.76	99.45 %
100-200-64003	Uniforms	0.00	0.00	0.00	481.76	-481.76	0.00 %
Department: 200 - Planning & Development Total:		303,500.00	327,500.00	53,256.79	279,842.11	47,657.89	14.55%
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	16,662.04	100,127.23	-100,127.23	0.00 %
100-201-60002	Overtime	0.00	0.00	125.80	548.21	-548.21	0.00 %
100-201-61000	Health Insurance	0.00	0.00	2,216.86	14,161.53	-14,161.53	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	138.96	889.05	-889.05	0.00 %
100-201-61002	Medicare	0.00	0.00	240.69	1,438.18	-1,438.18	0.00 %
100-201-61003	Social Security	0.00	0.00	1,029.16	6,149.34	-6,149.34	0.00 %
100-201-61004	Unemployment	0.00	0.00	83.68	583.99	-583.99	0.00 %
100-201-61006	TMRS	0.00	0.00	993.84	5,999.29	-5,999.29	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	0.00	707,571.48	42,428.52	5.66 %
100-201-62008	Lighting Consultant	1,000.00	1,000.00	0.00	247.50	752.50	75.25 %
100-201-64003	Uniforms	0.00	0.00	0.00	116.46	-116.46	0.00 %
100-201-70001	Mileage	0.00	0.00	0.00	44.46	-44.46	0.00 %
Department: 201 - Building Total:		751,000.00	751,000.00	21,491.03	837,876.72	-86,876.72	-11.57%
Department: 300 - Utilities							
100-300-60000	Regular Employees	0.00	0.00	10,461.54	88,898.48	-88,898.48	0.00 %
100-300-60002	Overtime	0.00	0.00	618.69	2,116.24	-2,116.24	0.00 %
100-300-61000	Health Insurance	0.00	0.00	1,114.40	9,470.36	-9,470.36	0.00 %
100-300-61001	Dental Insurance	0.00	0.00	69.48	590.58	-590.58	0.00 %
100-300-61002	Medicare	0.00	0.00	149.84	1,227.74	-1,227.74	0.00 %
100-300-61003	Social Security	0.00	0.00	640.71	5,249.69	-5,249.69	0.00 %
100-300-61004	Unemployment	0.00	0.00	0.00	288.01	-288.01	0.00 %
100-300-61006	TMRS	0.00	0.00	655.94	5,426.34	-5,426.34	0.00 %
100-300-64003	Uniforms	0.00	0.00	0.00	1,497.20	-1,497.20	0.00 %
100-300-70001	Mileage	0.00	0.00	0.00	36.40	-36.40	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-300-71001	Transportation Improvement Proj	775,000.00	775,000.00	51.25	68,357.98	706,642.02	91.18 %
	Department: 300 - Utilities Total:	775,000.00	775,000.00	13,761.85	183,159.02	591,840.98	76.37%
	Department: 304 - Maintenance						
100-304-60000	Regular Employees	0.00	0.00	21,822.26	184,974.61	-184,974.61	0.00 %
100-304-60002	Overtime	0.00	0.00	2,356.00	6,052.60	-6,052.60	0.00 %
100-304-60003	On Call Pay	0.00	0.00	800.00	6,800.00	-6,800.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	3,333.14	27,915.02	-27,915.02	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	208.44	1,745.98	-1,745.98	0.00 %
100-304-61002	Medicare	0.00	0.00	353.16	2,791.95	-2,791.95	0.00 %
100-304-61003	Social Security	0.00	0.00	1,510.03	11,938.26	-11,938.26	0.00 %
100-304-61004	Unemployment	0.00	0.00	0.00	903.68	-903.68	0.00 %
100-304-61006	TMRS	0.00	0.00	1,478.72	11,792.95	-11,792.95	0.00 %
100-304-63000	Office Maintenance/Repairs	11,060.00	11,060.00	901.74	6,304.28	4,755.72	43.00 %
100-304-63001	Equipment Maintenance	3,000.00	3,000.00	0.00	897.22	2,102.78	70.09 %
100-304-63002	Fleet Maintenance	18,800.00	28,800.00	1,839.21	18,606.16	10,193.84	35.40 %
100-304-63008	Stephenson Building & Lawn Maint	5,500.00	5,500.00	30.96	346.31	5,153.69	93.70 %
100-304-63009	Street/ROW Maintenance	184,250.00	184,250.00	2,892.82	19,585.18	164,664.82	89.37 %
100-304-63018	Triangle/Veterans Park Maintenanc	700.00	700.00	0.00	17.98	682.02	97.43 %
100-304-64003	Uniforms	7,760.00	7,760.00	0.00	1,059.97	6,700.03	86.34 %
100-304-64004	Office Furniture and Equipment	0.00	0.00	889.81	939.56	-939.56	0.00 %
100-304-64006	Fleet Acquisition	210,700.00	196,700.00	145.00	41,298.49	155,401.51	79.00 %
100-304-64008	Fuel	0.00	0.00	0.00	2,951.24	-2,951.24	0.00 %
100-304-64009	Maintenance Equipment	47,878.00	47,878.00	327.88	4,825.83	43,052.17	89.92 %
100-304-64010	Maintenance Supplies	4,600.00	4,600.00	548.90	2,112.54	2,487.46	54.08 %
100-304-65001	Street Electricity	20,000.00	20,000.00	1,481.47	11,525.74	8,474.26	42.37 %
100-304-65002	City Streets Water	4,000.00	4,000.00	0.00	1,972.08	2,027.92	50.70 %
100-304-65003	Office Electricity	4,500.00	4,500.00	411.22	3,197.30	1,302.70	28.95 %
100-304-65004	Office Water	650.00	650.00	0.00	324.14	325.86	50.13 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	117.25	713.70	786.30	52.42 %
100-304-65006	Stephenson Water	500.00	500.00	0.00	250.78	249.22	49.84 %
100-304-65009	Triangle Electric	500.00	0.00	-267.75	0.00	0.00	0.00 %
100-304-65010	Triangle Water	500.00	0.00	-286.73	0.00	0.00	0.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-69006	Stephenson Bldg Improvements	0.00	14,000.00	0.00	0.00	14,000.00	100.00 %
100-304-69010	Downtown Bathroom	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
100-304-70001	Mileage	0.00	0.00	0.00	26.33	-26.33	0.00 %
100-304-71002	Street Improvements	592,087.25	592,087.25	0.00	298,379.26	293,707.99	49.61 %
100-304-71003	City Hall Improvements	5,000.00	5,000.00	0.00	543.16	4,456.84	89.14 %
	Department: 304 - Maintenance Total:	1,225,485.25	1,234,485.25	40,893.53	670,792.30	563,692.95	45.66%
	Department: 400 - Parks & Recreation						
100-400-60000	Regular Employees	0.00	0.00	3,142.40	77,204.06	-77,204.06	0.00 %
100-400-60001	Part-time Employees	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-400-60005	Camp Staff	0.00	0.00	1,066.68	1,210.68	-1,210.68	0.00 %
100-400-61000	Health Insurance	0.00	0.00	8.82	3,695.43	-3,695.43	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	0.00	225.81	-225.81	0.00 %
100-400-61002	Medicare	0.00	0.00	61.02	1,039.15	-1,039.15	0.00 %
100-400-61003	Social Security	0.00	0.00	260.96	4,443.49	-4,443.49	0.00 %
100-400-61004	Unemployment	0.00	0.00	17.06	371.80	-371.80	0.00 %
100-400-61006	TMRS	0.00	0.00	186.04	4,607.22	-4,607.22	0.00 %
100-400-62011	Park Consultant	0.00	10,000.00	2,085.00	6,485.00	3,515.00	35.15 %
100-400-63004	Dues, Fees & Subscriptions	1,337.50	1,337.50	0.00	2,269.56	-932.06	-69.69 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	4,010.00	7,730.00	-7,730.00	0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	1,000.00	3,540.00	-3,540.00	0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	650.00	2,640.00	-2,640.00	0.00 %
100-400-63013	General Parks Maintenance	1,000.00	1,000.00	0.00	478.03	521.97	52.20 %
100-400-63015	Founders Park/Pool Maintenance	0.00	0.00	2,699.01	2,744.05	-2,744.05	0.00 %
100-400-63016	Sports & Rec Park Maintenance	51,920.00	56,519.00	473.29	24,902.73	31,616.27	55.94 %
100-400-63017	Charro Ranch Park Maintenance	7,700.00	7,700.00	0.00	129.09	7,570.91	98.32 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-400-63018	Triangle/Veterans Park Maintenanc	0.00	0.00	0.00	4.46	-4.46	0.00 %
100-400-64005	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-64011	Park Supplies	3,000.00	3,000.00	60.32	1,434.85	1,565.15	52.17 %
100-400-64012	Charro Ranch Supplies	1,500.00	1,500.00	50.25	150.25	1,349.75	89.98 %
100-400-64013	Founders Park/Pool Supplies	43,375.00	43,375.00	574.73	26,393.26	16,981.74	39.15 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	213.66	258.91	141.09	35.27 %
100-400-64015	Park Program & Event Supplies	1,500.00	13,740.00	504.70	2,963.34	10,776.66	78.43 %
100-400-65007	Portable Toilets	5,000.00	5,000.00	375.00	4,527.50	472.50	9.45 %
100-400-65009	Triangle Electric	0.00	500.00	306.00	306.00	194.00	38.80 %
100-400-65010	Triangle Water	0.00	500.00	286.73	286.73	213.27	42.65 %
100-400-65011	Sports & Rec Park Water	14,500.00	14,500.00	0.00	-15,301.40	29,801.40	205.53 %
100-400-65012	Sports & Rec Park Electricy	1,200.00	2,500.00	623.14	1,837.87	662.13	26.49 %
100-400-65013	FMP Pool/Pavilion Water	6,000.00	0.00	-1,820.73	0.00	0.00	0.00 %
100-400-65014	Founders Park/Pool Electricy	4,500.00	0.00	-3,551.48	0.00	0.00	0.00 %
100-400-66001	Advertising	6,500.00	6,500.00	155.02	6,909.40	-409.40	-6.30 %
100-400-66004	City Sponsored Events	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-400-70003	Other Expenses	11,500.00	11,500.00	0.00	6,705.00	4,795.00	41.70 %
100-400-70007	Sponsored Events	0.00	0.00	0.00	3,889.07	-3,889.07	0.00 %
100-400-71004	All Parks Improvements	0.00	32,942.50	0.00	22,112.72	10,829.78	32.87 %
100-400-71005	Founders Park/Pool Improvmts	67,731.40	67,731.40	0.00	19,052.10	48,679.30	71.87 %
100-400-71006	Sports & Rec Park Improvements	0.00	0.00	0.00	56.99	-56.99	0.00 %
100-400-71007	Charro Ranch Improvements	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-400-71009	Triangle Improvements	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
Department: 400 - Parks & Recreation Total:		240,963.90	292,545.40	13,437.62	225,303.15	67,242.25	22.99%
Department: 401 - DSRP							
100-401-60000	Regular Employees	376,654.59	376,654.59	25,510.37	210,400.21	166,254.38	44.14 %
100-401-60002	Overtime	0.00	0.00	271.11	2,403.11	-2,403.11	0.00 %
100-401-60003	On Call Pay	0.00	0.00	800.00	6,800.00	-6,800.00	0.00 %
100-401-61000	Health Insurance	50,274.49	50,274.49	3,336.38	28,505.93	21,768.56	43.30 %
100-401-61001	Dental Insurance	3,161.76	3,161.76	208.44	1,780.13	1,381.63	43.70 %
100-401-61002	Medicare	0.00	0.00	366.87	3,026.29	-3,026.29	0.00 %
100-401-61003	Social Security	0.00	0.00	1,568.70	12,939.65	-12,939.65	0.00 %
100-401-61004	Unemployment	0.00	0.00	34.83	1,405.12	-1,405.12	0.00 %
100-401-61005	Federal Withholding	30,032.28	30,032.28	0.00	0.00	30,032.28	100.00 %
100-401-61006	TMRS	19,323.28	19,323.28	1,444.73	12,227.93	7,095.35	36.72 %
100-401-65000	Network/Phone	500.00	500.00	0.00	0.00	500.00	100.00 %
100-401-65017	Electricity	500.00	500.00	0.00	0.00	500.00	100.00 %
Department: 401 - DSRP Total:		480,446.40	480,446.40	33,541.43	279,488.37	200,958.03	41.83%
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	4,000.00	33,940.00	-33,940.00	0.00 %
100-402-60007	Aquatic Staff	70,591.24	70,591.24	1,133.76	1,133.76	69,457.48	98.39 %
100-402-61000	Health Insurance	0.00	0.00	553.76	4,430.08	-4,430.08	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	34.74	277.92	-277.92	0.00 %
100-402-61002	Medicare	0.00	0.00	74.44	508.57	-508.57	0.00 %
100-402-61003	Social Security	0.00	0.00	318.31	2,174.59	-2,174.59	0.00 %
100-402-61004	Unemployment	0.00	0.00	18.13	162.13	-162.13	0.00 %
100-402-61006	TMRS	0.00	0.00	236.80	1,913.20	-1,913.20	0.00 %
100-402-63015	Founders Park/Pool Maintenance	28,240.00	28,240.00	463.00	1,147.30	27,092.70	95.94 %
100-402-64022	Pool Chemicals	0.00	0.00	224.69	3,726.69	-3,726.69	0.00 %
100-402-65000	Network/Phone	1,500.00	1,500.00	140.49	1,098.82	401.18	26.75 %
100-402-65013	FMP Pool/Pavilion Water	0.00	6,000.00	1,820.73	1,820.73	4,179.27	69.65 %
100-402-65014	FMP Pool/Pavilion Electric	0.00	4,500.00	4,090.52	4,090.52	409.48	9.10 %
100-402-65019	Propane/Natural Gas	20,000.00	20,000.00	2,053.54	7,374.54	12,625.46	63.13 %
Department: 402 - Aquatics Total:		120,331.24	130,831.24	15,162.91	63,798.85	67,032.39	51.24%
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	5,060.00	5,060.00	1,258.17	1,258.17	3,801.83	75.13 %
100-404-64016	FD Event Supplies	7,000.00	7,000.00	2,479.27	4,280.21	2,719.79	38.85 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-64017	FD Event Tent, Table, & Chairs	4,500.00	4,500.00	4,021.08	6,671.08	-2,171.08	-48.25 %
100-404-64018	FD Barricades	19,874.00	19,874.00	6,748.12	14,819.72	5,054.28	25.43 %
100-404-65007	Portable Toilets	7,150.00	7,150.00	10,019.00	10,019.00	-2,869.00	-40.13 %
100-404-65016	FD Electricity	6,400.00	6,400.00	673.68	673.68	5,726.32	89.47 %
100-404-66008	FD Parade	650.00	650.00	0.00	552.00	98.00	15.08 %
100-404-66009	FD Publicity	8,500.00	8,500.00	263.12	9,584.14	-1,084.14	-12.75 %
100-404-66010	Events, Entertainment & Activities	15,000.00	15,000.00	0.00	13,950.00	1,050.00	7.00 %
100-404-66012	FD Sponsorship	5,000.00	5,000.00	2,513.97	3,303.97	1,696.03	33.92 %
100-404-68005	FD Security	20,000.00	33,000.00	10,560.00	41,967.98	-8,967.98	-27.18 %
100-404-70002	FD Contingencies	416.00	416.00	-774.00	5,613.27	-5,197.27	-1,249.34 %
Department: 404 - Founders Day Total:		99,550.00	112,550.00	37,762.41	112,693.22	-143.22	-0.13%
Department: 500 - Emergency Management							
100-500-60000	Regular Employees	0.00	0.00	5,000.00	42,926.75	-42,926.75	0.00 %
100-500-60002	Overtime	0.00	0.00	0.00	281.25	-281.25	0.00 %
100-500-61000	Health Insurance	0.00	0.00	14.04	118.80	-118.80	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	34.74	295.29	-295.29	0.00 %
100-500-61002	Medicare	0.00	0.00	72.50	626.52	-626.52	0.00 %
100-500-61003	Social Security	0.00	0.00	310.00	2,678.90	-2,678.90	0.00 %
100-500-61004	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-500-61006	TMRS	0.00	0.00	296.00	2,576.31	-2,576.31	0.00 %
100-500-64000	Office Supplies	0.00	0.00	1,306.54	1,306.54	-1,306.54	0.00 %
100-500-64003	Uniforms	0.00	0.00	0.00	506.50	-506.50	0.00 %
100-500-68000	Emergency Management Equip	50,970.00	50,970.00	1,624.53	44,720.60	6,249.40	12.26 %
100-500-68001	Emergency Fire & Safety	2,118.00	2,118.00	83.00	964.00	1,154.00	54.49 %
100-500-68002	Emergency Management PR	2,000.00	2,000.00	0.00	505.00	1,495.00	74.75 %
100-500-68003	Emergency Equipment Maint	5,860.00	5,860.00	841.89	1,536.67	4,323.33	73.78 %
Department: 500 - Emergency Management Total:		60,948.00	60,948.00	9,583.24	99,187.13	-38,239.13	-62.74%
Expense Total:		9,422,192.41	9,878,387.30	441,742.81	4,860,890.01	5,017,497.29	50.79%
Fund: 100 - General Fund Surplus (Deficit):		565,882.22	173,183.33	270,264.19	3,351,833.66	3,178,650.33	-1,835.43%
Fund: 200 - Dripping Springs Ranch Park							
Revenue							
Department: 401 - DSRP							
200-401-42008	Riding Permit Fees	10,000.00	10,000.00	380.00	8,835.00	-1,165.00	11.65 %
200-401-43010	Stall Rental Fees	39,200.00	39,200.00	6,232.50	34,945.69	-4,254.31	10.85 %
200-401-43011	RV Site Rental Fees	19,000.00	19,000.00	6,950.00	26,110.00	7,110.00	137.42 %
200-401-43012	Facility Rental Fees	135,500.00	135,500.00	16,987.50	98,457.50	-37,042.50	27.34 %
200-401-43013	Equipment Rental Fees	5,000.00	5,000.00	150.00	1,504.38	-3,495.62	69.91 %
200-401-43014	Staff & Miscellaneous Fees	4,000.00	4,000.00	215.00	3,490.00	-510.00	12.75 %
200-401-43015	Cleaning Fees	25,000.00	25,000.00	2,875.00	16,550.00	-8,450.00	33.80 %
200-401-44000	Sponsorships & Donations	136,275.00	52,275.00	250.00	8,357.50	-43,917.50	84.01 %
200-401-44002	Program & Event Fees	84,275.00	0.00	-2,381.00	1,698.00	1,698.00	0.00 %
200-401-44005	Coyote Camp	0.00	74,925.00	1,571.00	27,482.00	-47,443.00	63.32 %
200-401-44006	Riding Series	0.00	84,000.00	3,440.25	46,792.54	-37,207.46	44.29 %
200-401-44007	Miscellaneous Events	0.00	9,350.00	2,960.00	64,203.16	54,853.16	686.66 %
200-401-46001	Other Revenues	4,000.00	4,000.00	245.00	485.00	-3,515.00	87.88 %
200-401-46002	Interest	600.00	600.00	151.64	817.97	217.97	136.33 %
200-401-46003	Sponsorships/Donations	0.00	0.00	0.00	3.00	3.00	0.00 %
200-401-46006	Merchandise Sales	21,300.00	21,300.00	3,870.00	14,300.00	-7,000.00	32.86 %
200-401-47004	Transfer from Ag Facility Fund	37,065.00	37,065.00	0.00	0.00	-37,065.00	100.00 %
200-401-47005	Transfer from HOT Fund	253,501.87	335,701.87	0.00	0.00	-335,701.87	100.00 %
200-401-47006	Transfer for RV Parking Lot - HOT	0.00	47,800.00	0.00	0.00	-47,800.00	100.00 %
200-401-47007	Transfer from General Fund	75,000.00	178,000.00	0.00	0.00	-178,000.00	100.00 %
200-401-47008	Transfer from TWDB	151,500.00	0.00	0.00	0.00	0.00	0.00 %
Department: 401 - DSRP Total:		1,001,216.87	1,082,716.87	43,896.89	354,031.74	-728,685.13	67.30%
Revenue Total:		1,001,216.87	1,082,716.87	43,896.89	354,031.74	-728,685.13	67.30%

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
Expense							
Department: 400 - Parks & Recreation							
200-400-63035	Ranch House Maintenance	1,000.00	1,000.00	424.90	3,942.56	-2,942.56	-294.26 %
200-400-64024	Ranch House Supplies	1,000.00	1,000.00	876.96	931.83	68.17	6.82 %
Department: 400 - Parks & Recreation Total:		2,000.00	2,000.00	1,301.86	4,874.39	-2,874.39	-143.72%
Department: 401 - DSRP							
200-401-60003	On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
200-401-60005	Camp Staff	64,054.20	64,054.20	0.00	0.00	64,054.20	100.00 %
200-401-62003	Special Counsel and Consultants	0.00	0.00	0.00	1,141.80	-1,141.80	0.00 %
200-401-63000	Building/Office Maintenance	0.00	0.00	2,531.48	25,264.63	-25,264.63	0.00 %
200-401-63001	Equipment Maintenance	16,000.00	16,000.00	1,573.08	15,887.10	112.90	0.71 %
200-401-63002	Fleet Maintenance	2,500.00	2,500.00	0.00	115.14	2,384.86	95.39 %
200-401-63003	Lawn Maintenance	0.00	0.00	2,830.00	7,950.00	-7,950.00	0.00 %
200-401-63004	Dues, Fees & Subscriptions	9,561.94	9,561.94	981.23	15,098.10	-5,536.16	-57.90 %
200-401-63005	Training/Continuing Education	400.00	400.00	0.00	164.95	235.05	58.76 %
200-401-63023	General Maintenance	118,518.92	133,518.92	1,343.25	9,404.11	124,114.81	92.96 %
200-401-63024	Stall Cleaning & Repair	2,000.00	2,000.00	0.00	537.60	1,462.40	73.12 %
200-401-63033	Program Fees	0.00	0.00	0.00	1,944.54	-1,944.54	0.00 %
200-401-64000	Office Supplies	10,000.00	10,000.00	71.79	2,215.07	7,784.93	77.85 %
200-401-64001	IT Equipment	0.00	0.00	0.00	19.10	-19.10	0.00 %
200-401-64002	Software	0.00	0.00	0.00	2,063.41	-2,063.41	0.00 %
200-401-64003	Uniforms	0.00	0.00	119.99	119.98	-119.98	0.00 %
200-401-64004	Office Furniture and Equipment	0.00	0.00	0.00	491.44	-491.44	0.00 %
200-401-64005	Equipment Rental	2,000.00	2,000.00	0.00	319.95	1,680.05	84.00 %
200-401-64006	Fleet Acquisition	15,000.00	15,000.00	0.00	15,000.00	0.00	0.00 %
200-401-64008	Fuel	0.00	0.00	0.00	3,138.45	-3,138.45	0.00 %
200-401-64009	Maintenance Equipment	0.00	0.00	0.00	2,467.00	-2,467.00	0.00 %
200-401-64010	Maintenance Supplies	0.00	0.00	283.18	947.90	-947.90	0.00 %
200-401-64011	Park Supplies	21,000.00	21,000.00	0.00	0.00	21,000.00	100.00 %
200-401-64015	Park Program & Event Supplies	13,950.00	0.00	5,530.70	14,142.14	-14,142.14	0.00 %
200-401-64021	Merchandise	11,402.63	11,402.63	0.00	5,283.00	6,119.63	53.67 %
200-401-64023	Equipment	26,922.00	26,922.00	233.82	501.20	26,420.80	98.14 %
200-401-64026	Sponsorship Expenses	0.00	2,050.00	0.00	0.00	2,050.00	100.00 %
200-401-64027	Coyote Camp	0.00	8,250.00	1,817.23	4,101.87	4,148.13	50.28 %
200-401-64028	Riding Series	0.00	32,000.00	0.00	20,283.43	11,716.57	36.61 %
200-401-64029	Miscellaneous Events	0.00	6,400.00	0.00	14,934.54	-8,534.54	-133.35 %
200-401-65000	Network/Phone	56,304.00	56,304.00	49.99	4,313.54	51,990.46	92.34 %
200-401-65004	Office Water	0.00	7,000.00	913.65	5,692.44	1,307.56	18.68 %
200-401-65005	Water	7,000.00	0.00	0.00	0.00	0.00	0.00 %
200-401-65007	Portable Toilets	5,953.40	5,953.40	70.00	530.00	5,423.40	91.10 %
200-401-65008	Alarm	1,112.40	1,112.40	0.00	2,175.00	-1,062.60	-95.52 %
200-401-65017	Electricity	60,000.00	60,000.00	6,493.50	52,437.74	7,562.26	12.60 %
200-401-65018	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019	Propane/Natural Gas	2,500.00	2,500.00	455.05	6,309.09	-3,809.09	-152.36 %
200-401-65020	On Call Phone	2,060.00	2,060.00	0.00	0.00	2,060.00	100.00 %
200-401-66002	Postage & Shipping	100.00	100.00	0.00	3.10	96.90	96.90 %
200-401-66010	Events, Entertainment & Activities	0.00	0.00	0.00	2,100.00	-2,100.00	0.00 %
200-401-70001	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
200-401-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	5,356.27	44,643.73	89.29 %
200-401-70003	Other Expenses	20,000.00	20,000.00	0.00	692.38	19,307.62	96.54 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
200-401-70007	Sponsored Events	34,800.00	5,050.00	0.00	0.00	5,050.00	100.00 %
200-401-70013	DSRP Sales Tax	0.00	0.00	0.00	1,378.61	-1,378.61	0.00 %
200-401-71008	DSRP Improvements	0.00	364,500.00	0.00	4,115.60	360,384.40	98.87 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-90013 Transfer to Vehicle Replacement Fu	5,731.00	5,731.00	0.00	0.00	5,731.00	100.00 %
Department: 401 - DSRP Total:	583,720.49	968,220.49	25,297.94	248,640.22	719,580.27	74.32%
Expense Total:	585,720.49	970,220.49	26,599.80	253,514.61	716,705.88	73.87%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	415,496.38	112,496.38	17,297.09	100,517.13	-11,979.25	10.65%

Fund: 400 - Wastewater Utility

Revenue						
Department: 000 - Undesignated						
400-000-43024 Over Use Fees	134,550.60	0.00	0.00	0.00	0.00	0.00 %
400-000-46001 Other Revenues	0.00	0.00	0.00	-68,534.82	-68,534.82	0.00 %
Department: 000 - Undesignated Total:	134,550.60	0.00	0.00	-68,534.82	-68,534.82	0.00%

Department: 300 - Utilities

400-300-41001 PEC Franchise Fee	130,000.00	130,000.00	38,843.93	121,014.09	-8,985.91	6.91 %
400-300-41002 ROW Fees	6,000.00	6,000.00	1,283.08	4,192.49	-1,807.51	30.13 %
400-300-41003 Cable Franchise Fees	130,000.00	130,000.00	39,217.28	117,012.13	-12,987.87	9.99 %
400-300-41004 Texas Gas Franchise Fees	3,000.00	3,000.00	0.00	3,609.11	609.11	120.30 %
400-300-43018 Wastewater Service Fees	0.00	945,095.04	116,894.18	701,413.47	-243,681.57	25.78 %
400-300-43019 Water Service Fees	945,095.04	0.00	0.00	0.00	0.00	0.00 %
400-300-43020 Late Fees	9,480.00	9,480.00	1,811.31	10,197.83	717.83	107.57 %
400-300-43021 Delayed Connection Fees	157,850.00	157,850.00	0.00	2,700.00	-155,150.00	98.29 %
400-300-43023 Transfer Fees	9,600.00	9,600.00	780.00	5,370.00	-4,230.00	44.06 %
400-300-43024 Over Use Fees	0.00	134,550.60	8,928.56	63,617.53	-70,933.07	52.72 %
400-300-46001 Other Revenues	95,000.00	95,000.00	0.00	0.00	-95,000.00	100.00 %
400-300-46002 Interest	50,000.00	50,000.00	6,253.78	49,511.05	-488.95	0.98 %
400-300-47007 Transfer from General Fund	0.00	155,721.00	0.00	0.00	-155,721.00	100.00 %
400-300-47008 Transfer from TWDB	6,520,000.00	6,520,000.00	0.00	0.00	-6,520,000.00	100.00 %
400-300-47009 Sales Tax	759,225.14	759,225.14	74,695.83	544,438.44	-214,786.70	28.29 %
Department: 300 - Utilities Total:	8,815,250.18	9,105,521.78	288,707.95	1,623,076.14	-7,482,445.64	82.17%
Revenue Total:	8,949,800.78	9,105,521.78	288,707.95	1,554,541.32	-7,550,980.46	82.93%

Expense						
Department: 300 - Utilities						
400-300-60000 Regular Employees	246,000.00	246,000.00	15,692.16	122,930.40	123,069.60	50.03 %
400-300-60002 Overtime	0.00	0.00	1,271.40	4,442.25	-4,442.25	0.00 %
400-300-60003 On Call Pay	10,400.00	10,400.00	800.00	5,800.00	4,600.00	44.23 %
400-300-61000 Health Insurance	28,931.49	28,931.49	1,400.36	12,020.73	16,910.76	58.45 %
400-300-61001 Dental Insurance	1,806.72	1,806.72	86.85	746.91	1,059.81	58.66 %
400-300-61002 Medicare	0.00	0.00	257.23	1,928.03	-1,928.03	0.00 %
400-300-61003 Social Security	0.00	0.00	1,099.85	8,243.88	-8,243.88	0.00 %
400-300-61004 Unemployment	0.00	0.00	0.00	789.84	-789.84	0.00 %
400-300-61005 Federal Withholding	20,622.60	20,622.60	0.00	0.00	20,622.60	100.00 %
400-300-61006 TMRS	15,384.00	15,384.00	1,051.60	7,933.82	7,450.18	48.43 %
400-300-62001 Financial	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-300-62002 Engineering and Surveying	217,500.00	222,000.00	1,180.00	19,348.84	202,651.16	91.28 %
400-300-62003 Special Counsel & Consultants	35,000.00	35,000.00	0.00	37,805.72	-2,805.72	-8.02 %
400-300-62019 Planning and Permitting	50,000.00	50,000.00	0.00	43,023.74	6,976.26	13.95 %
400-300-62020 Lab Testing	25,000.00	25,000.00	3,140.50	8,503.70	16,496.30	65.99 %
400-300-63001 Equipment Maintenance	0.00	0.00	0.00	10.99	-10.99	0.00 %
400-300-63002 Fleet Maintenance	1,200.00	1,200.00	6.49	6.49	1,193.51	99.46 %
400-300-63004 Dues, Fees & Subscriptions	0.00	0.00	0.00	199.34	-199.34	0.00 %
400-300-63005 Training/Continuing Education	8,000.00	8,000.00	350.00	1,788.75	6,211.25	77.64 %
400-300-63009 Street/ROW Maintenance	10,000.00	10,000.00	95.99	95.99	9,904.01	99.04 %
400-300-63025 Wastewater Treatment Plant Maint	63,100.00	63,100.00	0.00	21,494.29	41,605.71	65.94 %
400-300-63026 Routine Operations	70,000.00	70,000.00	1,466.12	17,573.72	52,426.28	74.89 %
400-300-63027 Operations Non Routine	65,000.00	90,000.00	26,764.31	47,470.87	42,529.13	47.25 %
400-300-63028 Lift Station Maintenance	40,600.00	40,600.00	2,798.97	31,326.83	9,273.17	22.84 %
400-300-63029 Sanitary Sewer Line Maintenance	39,000.00	156,500.00	0.00	0.00	156,500.00	100.00 %
400-300-63030 Drip Field Maintenance	25,000.00	25,000.00	1,073.28	9,597.16	15,402.84	61.61 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-63031	80,000.00	80,000.00	10,113.79	76,113.40	3,886.60	4.86 %
400-300-63033	9,000.00	9,000.00	0.00	5,522.91	3,477.09	38.63 %
400-300-63034	53,500.00	53,500.00	252.41	16,036.02	37,463.98	70.03 %
400-300-64001	0.00	0.00	0.00	44.26	-44.26	0.00 %
400-300-64002	0.00	34,221.00	0.00	0.00	34,221.00	100.00 %
400-300-64003	2,800.00	2,800.00	0.00	1,995.84	804.16	28.72 %
400-300-64006	46,400.00	46,400.00	11,557.00	46,400.00	0.00	0.00 %
400-300-64008	5,000.00	5,000.00	32.20	445.26	4,554.74	91.09 %
400-300-64010	10,000.00	45,000.00	1,114.47	20,840.66	24,159.34	53.69 %
400-300-64022	9,600.00	9,600.00	974.58	6,699.45	2,900.55	30.21 %
400-300-64023	123,240.00	123,240.00	111,454.72	123,580.91	-340.91	-0.28 %
400-300-65000	8,904.00	8,904.00	779.07	4,494.49	4,409.51	49.52 %
400-300-65017	73,500.00	73,500.00	6,230.69	51,550.23	21,949.77	29.86 %
400-300-69008	0.00	0.00	0.00	51,915.00	-51,915.00	0.00 %
400-300-70001	0.00	0.00	0.00	196.68	-196.68	0.00 %
400-300-70003	52,000.00	56,000.00	0.00	1,443.75	54,556.25	97.42 %
400-300-71000	2,225,000.00	2,225,000.00	0.00	0.00	2,225,000.00	100.00 %
400-300-72001	5,050,000.00	5,050,000.00	0.00	0.00	5,050,000.00	100.00 %
400-300-72002	747,500.00	747,500.00	0.00	163,561.27	583,938.73	78.12 %
400-300-72003	0.00	0.00	61.80	102,988.11	-102,988.11	0.00 %
400-300-72004	760,000.00	760,000.00	9,500.00	27,237.50	732,762.50	96.42 %
400-300-72005	0.00	0.00	124,803.95	369,659.87	-369,659.87	0.00 %
400-300-90010	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
Department: 300 - Utilities Total:	10,250,988.81	10,471,209.81	335,409.79	1,473,807.90	8,997,401.91	85.93%
Expense Total:	10,250,988.81	10,471,209.81	335,409.79	1,473,807.90	8,997,401.91	85.93%
Fund: 400 - Wastewater Utility Surplus (Deficit):	-1,301,188.03	-1,365,688.03	-46,701.84	80,733.42	1,446,421.45	105.91%
Report Surplus (Deficit):	-319,809.43	-1,080,008.32	240,859.44	3,533,084.21	4,613,092.53	427.13%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	6,992,588.77	7,016,588.77	487,265.51	5,127,292.47	-1,889,296.30	26.93%
103 - Courts	250.00	250.00	0.00	0.00	-250.00	100.00%
200 - Planning & Development	1,020,114.66	1,020,114.66	14,625.00	1,420,484.69	400,370.03	39.25%
201 - Building	1,510,000.00	1,510,000.00	141,917.72	1,477,579.60	-32,420.40	2.15%
400 - Parks & Recreation	254,971.20	281,467.20	2,945.00	36,810.97	-244,656.23	86.92%
402 - Aquatics	110,600.00	110,600.00	19,290.00	22,567.95	-88,032.05	79.59%
404 - Founders Day	99,550.00	112,550.00	45,963.77	127,987.99	15,437.99	13.72%
Revenue Total:	9,988,074.63	10,051,570.63	712,007.00	8,212,723.67	-1,838,846.96	18.29%
Expense						
000 - Undesignated	3,785,874.64	3,972,913.43	17,542.69	330,348.13	3,642,565.30	91.68%
100 - City Council/Boards & Commissions	24,500.00	24,500.00	44.50	564.50	23,935.50	97.70%
101 - City Administrators Office	0.00	0.00	41,223.25	348,846.60	-348,846.60	0.00%
102 - City Secretary	20,570.00	20,570.00	9,339.89	76,553.08	-55,983.08	-272.16%
103 - Courts	15,500.00	15,500.00	1,878.85	5,739.59	9,760.41	62.97%
104 - City Attorney	59,000.00	44,107.60	13,661.26	124,004.02	-79,896.42	-181.14%
105 - Communications	14,113.00	15,613.00	7,844.46	68,010.81	-52,397.81	-335.60%
106 - IT	267,032.00	285,778.00	18,792.79	180,513.37	105,264.63	36.83%
107 - Finance	1,178,377.98	1,334,098.98	92,524.31	974,169.04	359,929.94	26.98%
200 - Planning & Development	303,500.00	327,500.00	53,256.79	279,842.11	47,657.89	14.55%
201 - Building	751,000.00	751,000.00	21,491.03	837,876.72	-86,876.72	-11.57%
300 - Utilities	775,000.00	775,000.00	13,761.85	183,159.02	591,840.98	76.37%
304 - Maintenance	1,225,485.25	1,234,485.25	40,893.53	670,792.30	563,692.95	45.66%
400 - Parks & Recreation	240,963.90	292,545.40	13,437.62	225,303.15	67,242.25	22.99%
401 - DSRP	480,446.40	480,446.40	33,541.43	279,488.37	200,958.03	41.83%
402 - Aquatics	120,331.24	130,831.24	15,162.91	63,798.85	67,032.39	51.24%
404 - Founders Day	99,550.00	112,550.00	37,762.41	112,693.22	-143.22	-0.13%
500 - Emergency Management	60,948.00	60,948.00	9,583.24	99,187.13	-38,239.13	-62.74%
Expense Total:	9,422,192.41	9,878,387.30	441,742.81	4,860,890.01	5,017,497.29	50.79%
Fund: 100 - General Fund Surplus (Deficit):	565,882.22	173,183.33	270,264.19	3,351,833.66	3,178,650.33	-1,835.43%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,001,216.87	1,082,716.87	43,896.89	354,031.74	-728,685.13	67.30%
Revenue Total:	1,001,216.87	1,082,716.87	43,896.89	354,031.74	-728,685.13	67.30%
Expense						
400 - Parks & Recreation	2,000.00	2,000.00	1,301.86	4,874.39	-2,874.39	-143.72%
401 - DSRP	583,720.49	968,220.49	25,297.94	248,640.22	719,580.27	74.32%
Expense Total:	585,720.49	970,220.49	26,599.80	253,514.61	716,705.88	73.87%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	415,496.38	112,496.38	17,297.09	100,517.13	-11,979.25	10.65%
Fund: 400 - Wastewater Utility						
Revenue						
000 - Undesignated	134,550.60	0.00	0.00	-68,534.82	-68,534.82	0.00%
300 - Utilities	8,815,250.18	9,105,521.78	288,707.95	1,623,076.14	-7,482,445.64	82.17%
Revenue Total:	8,949,800.78	9,105,521.78	288,707.95	1,554,541.32	-7,550,980.46	82.93%
Expense						
300 - Utilities	10,250,988.81	10,471,209.81	335,409.79	1,473,807.90	8,997,401.91	85.93%
Expense Total:	10,250,988.81	10,471,209.81	335,409.79	1,473,807.90	8,997,401.91	85.93%
Fund: 400 - Wastewater Utility Surplus (Deficit):	-1,301,188.03	-1,365,688.03	-46,701.84	80,733.42	1,446,421.45	105.91%
Report Surplus (Deficit):	-319,809.43	-1,080,008.32	240,859.44	3,533,084.21	4,613,092.53	427.13%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	565,882.22	173,183.33	270,264.19	3,351,833.66	3,178,650.33
200 - Dripping Springs Ranch Park	415,496.38	112,496.38	17,297.09	100,517.13	-11,979.25
400 - Wastewater Utility	-1,301,188.03	-1,365,688.03	-46,701.84	80,733.42	1,446,421.45
Report Surplus (Deficit):	-319,809.43	-1,080,008.32	240,859.44	3,533,084.21	4,613,092.53



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: June 21, 2022

Agenda Item Wording: **Approval of an Amended Wastewater Agreement between the City of Dripping Springs and DS Joint Venture, LP related to changes to wastewater due dates.**

Agenda Item Requestor: Kim Nettles, AHC

Summary/Background: This wastewater agreement is for the multifamily project on Ranch Road 12. The amendment is a recognition that the project will have to start with OSSF and there is no current wastewater capacity for this project. The project is still working on its OSSF permit with City Staff. The only change is the timing to avoid losing their LUEs. It allows the developer additional time to design its plat and site plan to include the OSSF for its initial submission without the concern of losing its LUEs. The other change was to include the new owner's name based on the approved assignment.

The changes include:

Section 5.2 (a): If Owner does not file an application that is deemed administratively complete for a Site Development Permit within 365 days from May 12, 2020, and **is approved by October 1, 2022**, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its §2.1 wastewater service obligation for the released LUEs.

- Section 5.2.(c): If the final plat **is not approved by October 1, 2022**, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its §2.1 wastewater service obligation for the released LUEs.

Commission Recommendations: N/A

Recommended Council Actions: Approval of the amendment.

Attachments: Amended agreement; Assignment; Ownership information; current Agreement.

Next Steps/Schedule: If approved, AHC will have until October 2022 to finalize their site plan and plat.

CITY OF DRIPPING SPRINGS

THIRD AMENDED AND RESTATED WASTEWATER SERVICE AND FEE AGREEMENT

This Amended and Restated Wastewater Service and Fee Agreement ("Agreement") is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (the "City"), and DS Joint Venture, L.P. ("Owner"), a Delaware Limited Partnership, located at 1800 Augusta Drive, Suite 150, Houston, Texas 77057.

RECITALS:

- A. Owner is the owner of land consisting of approximately 8.564 acres of undeveloped land out of the P. A. Smith League No. 26, Abstract No. 415 and the A0415 Philip A. Smith Survey, in Hays County, Texas, being more particularly described at Exhibit B (the "Land").
- B. Owner intends to develop the Land in phases, with the first phase consisting of 172 units of multi-family housing, and the second phase consisting of an additional 32 units of multi-family housing. The Development will also include an office and welcome center and infrastructure (the "Improvements") pursuant to a site development permit from the City, and as more particularly shown on the attached Exhibit A.
- C. Owner has rezoned the Land and intends replat the Land prior to constructing the Improvements on the Land.
- D. Owner wishes to receive wastewater service for the Land through the City's System and to connect to the System through the City's wastewater collection line.
- E. Owner and City recognize that although the City may physically accept wastewater from the Land at this time, the City's wastewater has already been fully committed to others, and in the event that the previously committed capacity is needed as described in this Agreement, that Owner will construct Temporary Wastewater Facilities in accordance with this Agreement to provide for the management of wastewater from the Improvements on the Land until such time as the City obtains additional capacity as a result of the construction of additional facilities pursuant to additional authorization from the Texas Commission on Environmental Quality.
- F. The Parties wish to enter into this Agreement providing for, among other things, the timing and payment of wastewater Impact Fees for service to the Development.
- G. The Parties wish to enter into an Amended and Restated Agreement due to a delay in permit submission and approval.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

ARTICLE I DEFINITIONS

1.1 Agreement. This contract (as amended and restated) between City and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.

1.2 Chapter 395. Chapter 395 of the Texas Local Government Code, as such may be amended from time to time.

1.3 City. The City of Dripping Springs, an incorporated Type A, general law municipality located in Hays County, Texas.

1.4 City Engineer. The person or firm designated by the City Council as the wastewater engineer for the City.

1.5 City Utility Standards. City standards for design, location, construction, installation and operation of water, wastewater and drainage utility infrastructure, as enacted and as they may be amended thereafter from time to time, and expressly including the following chapters of the City's Code of Ordinances and all related regulations and permits:

- (a) Utilities (Chapter 20)
- (b) Development and Water Quality Protection (Chapter 22)
- (c) Building Regulations (Chapter 24)
- (d) Subdivision and Site Development (Chapter 28)

1.6 Contractor. A person or entity engaged by Owner to design, construct, install, alter or repair infrastructure required to serve the Land, whether located on or outside the Land.

1.7 Development. The development on the Land, consisting of the Improvements and infrastructure to be constructed in accordance with a Site Development Permit.

1.8 Discharge Permit. The Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014488003, which has been issued by TCEQ, but which is the subject of an appeal, that authorizes the discharge of treated effluent at a volume not to exceed a daily average flow of 822,500 gallons per day.

1.9 Discharge Permit Notification. Written notice sent by the City to Owner that all infrastructure and facilities necessary to operate the City's wastewater treatment plant in accordance with the terms of the Discharge Permit for Phase I of the Development is in-place.

1.10 Expiration Date. The date on which this document expires, and the City will release LUE's reserved under this agreement per Section 5.2.

1.11 Impact Fees. Impact Fees adopted by the City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance, Sec. 20.02.005, Sewer Services of Chapter 20, Utilities of the Code of Ordinances of the City of Dripping Springs, Texas.

1.12 Land. That certain 8.564 acre tract of land in Dripping Springs, Hays County, Texas, as shown on Exhibit A and more particularly described in Exhibit B.*

1.13 LUE. Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

1.14 Notice. Notice as defined in § 7.2 of this Agreement.

1.15 Owner. DS Joint Venture, LP authorized to conduct business in Texas, and, if this Agreement is assigned pursuant to § 7.3, their successors and assigns as subsequent owners of the property.

1.16 Onsite Facilities. All wastewater facilities, equipment or related improvements necessary to serve the Land between the structures on the Land and the connection point on the Public Street, as shown on the attached Exhibit C.

1.17 Offsite Facilities. All wastewater facilities, equipment or related improvements necessary to serve the Land and located between the Onsite Facilities and the connection point. The Offsite Facilities include the actual physical connection between the Onsite Facilities to the Offsite Facilities.

1.18 Party. Individually, the City or the Owner and any successors and assigns, as permitted by this Agreement.

1.19 Site Development Permit. A site development permit under Article 28.04, Chapter 28 (Subdivisions and Site Development) of the City's Code of Ordinances, as it may be amended from time to time.

1.20 System. The City's South Regional Wastewater Treatment System, including the City's wastewater treatment plant and all of the City-owned collection facilities transporting wastewater to that plant

1.21 Temporary Wastewater Facilities. The On-Site Sewage Facility (OSSF) or City approved alternative that will treat and manage the wastewater from the Development until City's construction of all infrastructure and facilities necessary to operate the City's wastewater treatment plant in accordance with the terms of the Discharge Permit for Phase I of the Discharge Permit. The amount of land needed for the Temporary Wastewater Facilities is calculated by utilizing a calculation of 215 gallons per day ("GPD") for each LUE, and assuming an application rate of 0.1

GPD/square foot for drip irrigation. If spray irrigation is used, the amount of land needed for the Temporary Wastewater Facilities must be the amount reasonably determined by the City in writing to be appropriate. Pump & haul facilities are specifically excluded from the definition of Temporary Wastewater Facilities and are not authorized under this Agreement.

ARTICLE II SERVICE TO THE DEVELOPMENT

2.1 City Wastewater Service. The City will become the exclusive provider of wastewater collection and treatment service to the Development through the City's System in an amount up to 70 LUEs as set forth in this Agreement. The City will make this retail wastewater service available to the Land upon Owner's construction and connection of the Onsite and Offsite Facilities pursuant to this Agreement subject to the conditions described in this section 2.1. Owner and City recognize that although the City may physically accept wastewater from the Development at this time, the City's existing wastewater capacity has already been fully committed to others. Therefore, in exchange for the commitment by the City to provide wastewater collection and treatment service to the Land through the City's System in an amount of up to 70 LUEs for the Improvements, the Owner and the City agree as follows: Phase I of the Development will connect 56 LUEs to the City's System. If and when the City notifies Owner that the City's wastewater system is at 80% capacity (as determined by the City in its sole discretion), Owner agrees that it will, at its sole cost and expense, (a) construct, and operate Temporary Wastewater Facilities for the 56 LUEs associated with Phase I of the Development within 6 months from notification from the city (b) utilize the Temporary Wastewater Facilities for the 56 LUEs, and (c) remove the flow for the 56 LUEs from the City System until such time as the City has completed the construction of the facilities for operation of Interim Phase I authorized by the Discharge Permit. The design and construction of the Temporary Wastewater Facilities are subject to review and approval by the City and shall not be constructed without the City's review and approval. The parties understand and agree that Site Plan Approval will not be granted by the City without a design of the Temporary Wastewater Facilities that is acceptable to the City being submitted as part of the Site Plan Approval process. The City agrees that once the design for the Temporary Wastewater Facilities is approved, unless state or federal law requires a change, the approval for the design will vest and remain valid until such time as Temporary Wastewater facilities are no longer needed. Owner agrees to pay all the City's costs associated with the City's review. If Temporary Wastewater Facilities are constructed, Owner, not the City, shall be responsible for obtaining any required approvals for the Temporary Wastewater Facilities and shall manage and operate the Temporary Wastewater Facilities at Owner's sole cost and expense in accordance with applicable law. City is diligently pursuing the necessary improvements to expand its wastewater capacity in accordance with the Discharge Permit. Upon constructing the improvements authorized by Interim Phase I of the Discharge Permit, City will deliver the Discharge Permit Notification and Owner will promptly divert its wastewater from the Temporary Wastewater Facilities to the City System at Owner's cost, and the City will be the permanent provider of wastewater service to the Land, at which time Owner may connect the remaining 14 LUEs for Phase II of the Development to the City System. These 14 additional LUEs (for Phase II of the Development) will not be connected to the City's System unless and until the City delivers the Discharge Permit Notification to Owner. Additional LUEs will not be

made available to the Land or to the Development except as may be agreed in writing by the City from time to time.

2.2 Temporary Wastewater Facilities Use and Approval. The design and construction of the Temporary Wastewater Facilities are subject to review and approval by the City and shall not be constructed without the City's review and approval. The parties understand and agree that Site Plan Approval will not be granted by the City without a design of the Temporary Wastewater Facilities that is acceptable to the City being submitted as part of the Site Plan Approval process. The City agrees that once the design for the Temporary Wastewater Facilities is approved, unless state or federal law requires a change, the approval for the design will vest and remain valid until such time as Temporary Wastewater facilities are no longer needed. Owner agrees to pay all the City's costs associated with the City's review. If Temporary Wastewater Facilities are constructed, Owner, not the City, shall be responsible for obtaining any required approvals for the Temporary Wastewater Facilities and shall manage and operate the Temporary Wastewater Facilities at Owner's sole cost and expense in accordance with applicable law. City is diligently pursuing the necessary improvements to expand its wastewater capacity in accordance with the Discharge Permit. Upon constructing the improvements authorized by Interim Phase I of the Discharge Permit, City will deliver the Discharge Permit Notification and Owner will promptly divert its wastewater from the Temporary Wastewater Facilities to the City System at Owner's cost, and the City will be the permanent provider of wastewater service to the Land. Additional LUEs will not be made available to the Land or to the Development except as may be agreed in writing by the City from time to time.

2.3 Application for Wastewater Service. Within 30 days of receipt of the Effective Date, Owner shall execute and file with the City a completed copy of the City's form of application for wastewater service to the Development.

2.4 Site Development Permit. Nothing in this Agreement approves the Owner's application for the Site Development Permit for the Land, which remains subject to staff approval under City ordinances and regulations governing such permits.

ARTICLE III INFRASTRUCTURE CONSTRUCTION, CONNECTIN AND DEDICATION

3.1 Construction Standards. Owner shall construct all Onsite and Offsite Facilities in compliance with (a) this Article 3; (b) the City Utility Standards; and (c) the rules and regulations of the Texas Commission on Environmental Quality, or its successor agencies.

3.2 Construction Warranty and Guarantee. Any facilities to be dedicated to the City shall have a contract warranty with a guarantee of at least 2 years, enforceable by the City as both Owner's assignee and as a third-party beneficiary. In addition, Owner's contract(s) with its Contractor for the construction of any facilities to be dedicated to the City (including the Offsite Facilities) shall: (i) state that the "OWNER" includes the Owner and its permitted assigns, including the City, and (ii) include the following provision:

"Immediately before the expiration of the 2-year guarantee period, the **CONTRACTOR** shall make an inspection of the Work in the company of the Engineer and the **OWNER**. The Engineer and the **OWNER** shall be given not less than 20 days' notice prior to the anticipated date of Guarantee expiration and the inspection. Failure to comply with these requirements within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.

During the guarantee period, where any portion of the Work is found to be defective and requires replacement, repair or adjustment (whether as a result of the foregoing inspection or otherwise), the **CONTRACTOR** shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and the **OWNER**, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

The **CONTRACTOR** shall not be responsible for correction of work which has been damaged because of neglect or abuse."

The Owner shall provide a copy of the contract to the City upon execution, assign the contract to the City as provided in § 3.10, and shall immediately advise the City of any notice it receives under this provision, and send the City a copy of the notice as provided in this Agreement.

3.3 Onsite Facilities. Owner is required to construct, install, operate and maintain all Onsite Facilities at its cost. Owner agrees to complete the Onsite Facilities within one year from the date of the issuance by the City of all required permits for the construction of the Improvements.

3.4 Offsite Facilities. Owner is required to construct and install all Offsite Facilities at its cost. Owner agrees to complete the Offsite Facilities within 180 days from the date of issuance by the City of all required permits for the construction of the Improvements, subject to Force Majeure set forth in Section 7.10.

3.5 Construction in Phases. The Onsite and Offsite Facilities may be constructed in separate phases, in which case the requirements in this Agreement apply separately to each phase.

3.6 Construction Plan Review and Approval. The City has the right to review and approve all plans and specifications for the Temporary Wastewater Facilities, and the Offsite and Onsite Facilities, and to charge applicable City review and approval fees. Owner shall cause to be filed a copy of each set of approved plans and specifications and a copy of all inspection certificates for the Temporary Wastewater Facilities, and the Onsite and Offsite Facilities with the City for review and approval. Construction of the Temporary Wastewater Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held

by the Owner's contractor(s) and the City Engineer, and the applicable City fees have been paid. Construction of the Onsite and Offsite Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by the Owner's contractor(s) and the City Engineer, and the applicable City fees have been paid. The City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

3.7 City Inspections. The City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to participate in a final inspection of, all Offsite and Onsite Facilities, including any connections to onsite structures and to the City's System. In addition, the Owner or its Contractor shall notify the City when the Facilities are ready for final inspection and connection to the City's System. If the City concurs that construction of the Facilities is substantially complete, then the City will schedule a final inspection by the City within twenty (20) days. After such final inspection, the Owner shall timely correct any punch list items. Unless otherwise agreed by the City staff, the final inspection shall not be scheduled until after a visual inspection using video camera technology of the entire completed Offsite Facilities is performed at Owner's sole cost and expense and a copy of the resulting video is provided to the City. Owner notify the City in advance and give the City an opportunity to witness the visual inspection.

3.8 Review and Inspection Fees. With respect to wastewater improvements to or for the Land, Owner shall pay City all of the City Engineer's fees (plus a 20% administrative fee mark-up) for City Engineer review of plans or specifications, and for City Engineer inspections and consultation during the construction phase(s) and final inspections. Such payment is due within 60 days of receipt from the City of its invoice.

3.9 City Acceptance of Offsite Facilities. After completion of the Onsite and Offsite Facilities in accordance with the construction standards of this Agreement, the City's final inspection, and the Owner's completion of any punch list items to the City's satisfaction, the Owner will dedicate, and the City agrees to accept the Offsite Facilities for dedication to the City's System.

3.10 Conveyance of Offsite Facilities. Within sixty (60) days after the City's acceptance of the Offsite Facilities under § 3.9, the Owner shall convey them to the City as follows. Owner shall execute and deliver to the City properly executed bills of sale, assignments, or other instruments of transfer that are reasonably necessary to convey the Offsite Facilities as well as:

- (a) all warranties secured for their construction;
- (b) all bonds, warranties, guarantees, and other assurances of performance;
- (c) all record drawings, easements and project manuals and all other documentation related to the Offsite Facilities; and

- (d) all easements required by Article 4.
- (e) Owner is responsible for removing any lien or any other encumbrance from any real or personal property to be transferred to the City. Upon transfer, the Offsite Facilities shall become part of the City's System.

3.11 Connection to the System. After the City's final inspection of the Onsite Facilities and the Offsite Facilities (if any), and after Owner has transferred the Offsite Facilities (if any) to the City as provided in § 3.10, the City will schedule connection to the City's System; however, the City may require construction of the Offsite Facilities to include the physical connection to the City's System. After connection to the City's System, the Owner shall connect all wastewater flows up to 70 LUEs from the Land to the City's System in compliance with the City's Wastewater Ordinance.

3.12 Delivery of Drawings. The Owner shall cause to be delivered to the City any as-built drawings and electronic files for all Onsite and Offsite Facilities within thirty (30) days after final inspection.

3.13 Temporary Wastewater Facilities. To the extent such facilities are required, Owner will design, construct, install, operate and maintain all Temporary Wastewater Facilities at its cost and expense. Owner shall design, locate, and construct the Temporary Wastewater Facilities to the specifications and requirements of the City Engineer and consistent with all applicable laws. Owner shall reimburse City for any of City Engineer's time reasonably spent on the Temporary Wastewater Facilities. Within one year after the City delivers the Discharge Permit Notification treatment service to the Development through the City's System in an amount up to 70 LUEs as set forth in this Agreement, Owner will abandon the Temporary Wastewater Facilities at its cost.

ARTICLE IV EASEMENTS

4.1 Grant of Easements. Before starting to construct the Offsite Facilities, Owner must have acquired, at no cost to the City, all wastewater easements necessary for the Offsite Facilities. Owner shall grant the easements for the Offsite Facilities provided to the City as required in §3.10 in a form approved by the City, which shall be provided by the City upon written request. The City shall record the easements in the deed records of Hays County, Texas. The City acknowledges that some or all of the Wastewater Infrastructure may be located in existing public rights-of-way that do not have to be acquired by the Owner.

4.2 Facility Easements. Owner shall acquire and maintain all easements necessary for Onsite Facilities and Offsite Facilities at no cost to the City.

ARTICLE V FEES AND CHARGES

5.1 Impact Fees. Prior to issuance of its initial building permit, Owner shall pay Impact Fees (also referred to as "connection fees") to the City in the amount specified by Chapter 20, Article

20.02.005(2)(A) of the City's Code of Ordinances (as amended or replaced) for the 70 LUEs reserved to serve the Land. Connection of any structure on the Land to the System is prohibited until Owner pays the Impact Fees. This Agreement is an agreement providing for the time and method of payment of the Impact Fees and an owner's voluntary request for reservation of capacity pursuant Chapter 395. If this Agreement expires before service begins, then the City will refund the Impact Fees paid, without interest, only upon recovering them through Impact Fee payments from other customers for additional connections. Consistent with Section 20.02.008 of the City's Code of Ordinances, if after construction of the Improvements it is determined that wastewater service demand, as determined by water use, exceeds the gallons per LUE assigned to the Improvements, the City may assess and collect additional connection fees for that excess use. The number of LUEs assigned to the Improvements is 70. The additional assessment shall be based on each additional LUE or fraction thereof, as determined by the water use above the gallons per LUE per day initially assigned to the customer's connection, at the dollar amount per LUE authorized by section 20.02.005 of the City's Code of Ordinances, based on the gallons per LUE in effect at the time of the assessment.

The city shall send written notice of the assessment to the property owner stating the additional water use and the amount of the assessment, which must be paid to the city as provided in the notice.

- (a) The Owner shall pay a connection fee to the city at the time of issuance of all required permits for the construction of the Improvements from the City. This "connection fee" shall be assessed at a value of \$7,580.00 per LUE.

1. The maximum assessment of "connection fee's" by the City to the Owner cannot be assessed in excess of ($\$7,580.00 \times 70 = \$530,600.00$)

5.2 Release of LUEs.

- (a) If Owner does not file an application that is deemed administratively complete for a Site Development Permit within 365 days from May 12, 2020, and is approved by October 1, 2022, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.
- (b) If Owner does not fund the road improvements required by City by December 1, 2021, the City will release the LUEs reserved for Owner under this Agreement.
- (c) If Owner does not file an application that is deemed administratively complete for all plats of the property within 180 days from May 12, 2020 of the Original Agreement. If the final plat is not approved by October 1, 2022, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.

- (d) If Owner does not obtain Building Permits for Phase I of the Development within 180 days after receiving Site Plan approval from the City, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.
- (e) Owner shall submit the design of its Temporary Wastewater Service Facilities as part of its Site Development Permit application. If Owner does not obtain City approval of said Temporary Wastewater Service Facilities from the City Engineer concurrently with its Site Development Permit then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.
- (g) If Owner does not construct the Onsite and Offsite Facilities within two years of the Site Plan Approval by the City, then this Agreement Expires, and the City will release the LUEs reserved for the Owner under this Agreement and the City shall be relieved of its §2.1 wastewater service obligation for the release LUEs.
- (i) At any time after one year after service to Phase II of the Development begins through the City System, the City may release any or all of the unconnected reserved LUEs and terminate its §2.1 wastewater service commitment with respect to those unconnected LUEs by sending Notice to the Owner. Such termination shall be effective immediately.

5.3 Line Extension Charges. In addition to Impact Fees, Owner agrees to pay the line extension charges, if applicable, pursuant to Article 20.05 (Wastewater Line Extension) of the City's Code of Ordinances.

5.4 Other Fees and Charges. Payment of Impact Fees and Line Extension Charge as provided above will satisfy the Owner's Impact Fee and Extension Line Charge obligations for the requested capacity of 70 LUEs. After any part of the Onsite Infrastructure is connected to the System, wastewater service to the Land remains subject to all other charges and regulations as provided in the City's Code of Ordinances, Chapter 20, including additional impact fees for expanded or new development. Owner agrees to remain in compliance with Article 20 at all times, including monthly payment obligations and other wastewater regulations.

5.5 Landlord Guarantee. As authorized by City Ordinance, the City's bill for wastewater service is based on average winter water use for each water meter. By law and regulation, including orders of the Texas Commission on Environmental Quality, the City is authorized to direct the suspension or termination of water service to a customer's water meter for non-payment of the customer's wastewater bill. The owner intends construct a multi-family unit apartments development subject to issuance of a Site Development Permit. Owner shall be responsible for, and to guarantee payment of, deposits and monthly service bills for all tenants.

ARTICLE VI FEES AND CHARGES

6.1 Term. This Agreement remains in effect so long as the City is providing wastewater service to the Development, unless otherwise expired or terminated under Articles V or VI.

6.2 Breach. In the event Owner breaches this Agreement, City may send notice of default to Owner. The notice must include a reasonable description of the breach. If the Owner fails to cure the breach within 60 days of that notice, then the City may send a second notice describing the breach and the Owner's failure to cure. Owner's failure to cure the breach within 30 days after the second notice gives the City the right (at its Option) to (a) terminate this Agreement by sending a termination notice; (b) order a halt to construction on the Lad; and/or (c) seek judicial relief in law or equity.

ARTICLE VII MISCELLANEOUS

7.1 Governing Law, Jurisdiction and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of Hays County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

7.2 Notice. Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To the City:
 City of Dripping Springs
 Attn: City Administrator
 PO Box 384
 Dripping Springs, TX 78620
mfisher@cityofdrippingsprings.com

To the Owner:
 DS Joint Venture LP
 Attn: Kim Nettles
 1800 Augusta Drive, Suite 150
 Houston, Texas 77057
knettles@allenharrisonco.com

With Copy to:
City of Dripping Springs
Attn: City Secretary
PO Box 384
Dripping Springs, TX 78620
acunningham@cityofdrippingsprings.com

7.3 Assignment. Owner may not assign this Agreement without the written consent of the City, in its sole discretion. This Agreement is binding on Owners' successors and assigns, including future owners of any land or structures within the Development.

7.4 Amendment. This Agreement may be amended only with the written consent of the Owner and approval of the governing body of the City.

7.5 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

7.7 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

7.8 Interpretation. The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "include" or "including" means to include "without limitation." Any provision of this Agreement that provides for the agreement or approval of the City staff or City Council, such

agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

7.9 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

7.10 Force Majeure. If any Party is delayed in meeting, or fails to meet, a deadline required by this Agreement (other than a deadline to pay money due and payable hereunder), and such delay or failure is due to causes beyond that Party's reasonable control, including, without limitation, failure of suppliers, contractors, subcontractors and carriers, then the dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that the Party experiencing the failure or delay gives the other Party reasonably prompt Notice specifically describing the cause relied upon.

7.11 Professional Fees. Owner agrees to place funds into the City's escrow account, as necessary from time to time, to pay the City's reasonably necessary engineering and legal fees incurred to prepare, negotiate, implement, interpret, or amend this Agreement. City is entitled to reimbursement of such fees plus a 20% administrative charge.

7.12 Water Reuse Ordinance. Owner understands and agrees that the Development will be subject to the City's Water Reuse Ordinance and Owner will pay \$1,675.00 for each of the 70 LUEs that are the subject of this Agreement. If not paid prior to the Effective Date of this Agreement, this payment is due within 60 days of the Effective Date of this Agreement.

7.13 Restatement and Amendment. This Third Amended and Restated Wastewater Service and Fee Agreement replaces the initial Wastewater Service and Fee Agreement dated May 12, 2020 between the Parties, replaces the Amended and Restated Wastewater Service and Fee Agreement with an effective date of May 12, 2020, and the Second Amended and Restated Wastewater Service and Fee Agreement. All rights and obligations of the Parties shall be governed by this Agreement (the Third Amended and Restated Wastewater Service and Fee Agreement) as if it had been executed on the date of execution of the initial Wastewater Service and Fee Agreement.

7.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

- | | |
|------------------|--------------------------------------|
| Exhibit A | Land & Improvements |
| Exhibit B | Legal Description of the Land |
| Exhibit C | Connection Point |

Effective Date. The Effective Date of this Agreement is _____, 2022.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

DS JOINT VENTURE, LP:

Signature

Printed Name & Title

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by _____ before me on _____.

Notary Public, State of Texas

EXHIBIT A

LAND & IMPROVEMENTS

EXHIBIT B
LEGAL DESCRIPTION OF THE LAND

LEGAL DESCRIPTION: Being 7.82 acres of land out of the P. A. Smith League No. 26, Abstract No. 415, Hays County, Texas and also being that certain 5.314 acre tract of land described in Volume 5057, Page 320 of the Official Public Records of Hays County, Texas and that certain 2.500 acre tract described in Volume 360, Page 405 of said Official Public Records; Said 7.82 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in June, 2018:

BEGINNING at a wood fence corner post found in the northeast line of Ranch Road No. 12 for the southwest corner of that certain 4.27 acre tract described in Volume 2535, Page 838 of said Official Public Records, the northwest corner of said 5.314 acre tract and the northwest corner hereof;

THENCE along the south lines of said 4.27 acre tract, the following 3 courses:

1. North 87°48'10" East a distance of 767.14 feet along the north line of said 5.314 acre tract to a 1/2 inch iron rod found for the northeast corner of said 5.314 acre tract and a northeast corner hereof;
2. South 01°27'22" East a distance of 0.35 feet along the east line of said 5.314 acre tract to a 1/2 inch iron rod set for the northwest corner of said 2.500 acre tract and an interior corner hereof;
3. North 87°44'36" East a distance of 336.25 feet along the north line of said 2.500 acre tract to an iron pipe found in the west line of that certain 40.00 acre tract described in Volume 1462, Page 671 of said Official Public Records for the northeast corner of said 2.500 acre tract and the northeast corner hereof;

THENCE South 01°25'32" East a distance of 326.29 feet along the common line of said 4`0.00 acre tract and said 2.500 acre tract to a 1/2 inch iron rod set in the north line of that certain 82.2 acre tract described in Volume 1265, Page 776 of said Official Public Records for the southwest corner of said 40.00 acre tract, the southeast corner of said 2.500 acre tract and the southeast corner hereof;

THENCE along the north lines of said 82.02 acre tract, the following 3 courses:

1. South 88°24'53" West a distance of 336.04 feet along the south line of said 2.500 acre tract to a 1/2 inch iron rod set in the east line of said 5.314 acre tract for the southwest corner of said 2.500 acre tract and a south interior corner hereof;
2. South 01°27'22" East a distance of 1.99 feet along the east line of said 5.314 acre tract to a 1/2 inch iron rod found for the southeast corner of said 5.314 acre tract and a southeast corner hereof;

3. South 88°08'17" West a distance of 668.55 along the south line of said 5.314 acre tract to a 1/2 inch iron rod set in the east line of Ranch Road No. 12 for the southwest corner of said 5.314 acre tract and the southwest corner hereof;

THENCE along the northeast lines of Ranch Road No. 12 and the southeast lines of said 5.314 acre tract, the following 2 courses:

1. Following a curve turning to the right through the angle of 00°36'32", having a radius of 1597.42 feet, and whose long chord bears North 19°17'43" West a distance of 16.98 feet to a concrete monument found for a west corner hereof;
2. North 18°33'47" West a distance of 317.34 feet to POINT OF BEGINNING containing 7.82 acres more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, South Central Zone and are derived from GPS techniques. Iron Rods set are a 1/2 inch rod with plastic caps marked "INTREPID".

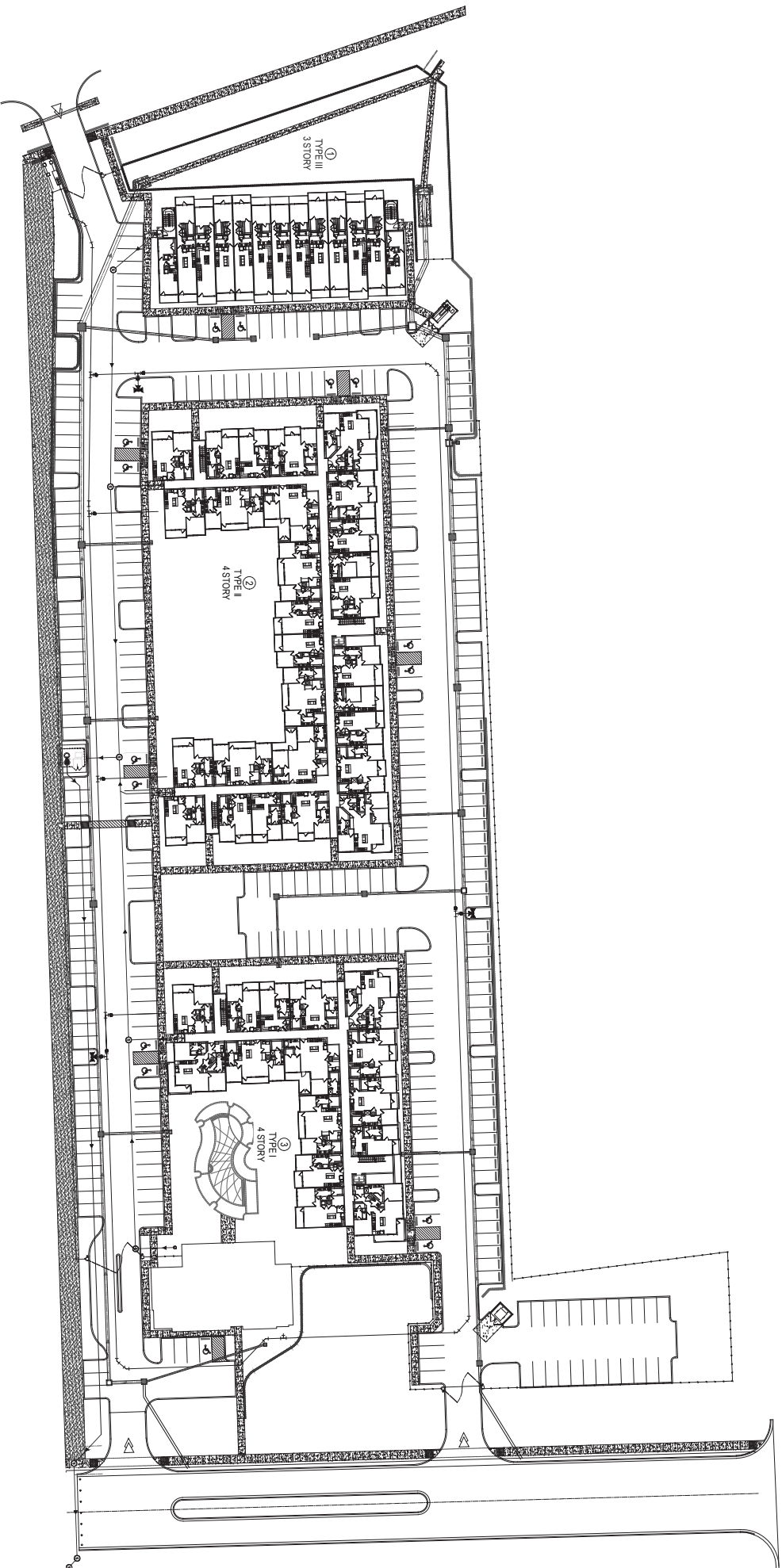
Together with:

BEING A 0.750 ACRE (32,670 SF) TRACT OF LAND, OIJT OF A 4.27 ACRE TRACT OF LAND CONVEYED BY WARIWITY DEED TO SPRING VALLEY FELLOWSHIP D/B/A CHURCH OF THE SPRINGS, AS RECORDED IN VOLUME 2535, PAGE 636 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

THE UNDERSIGNED DOES HEREBY CERTIFY TO STEWART TITLE GUARANTY COMPANY, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS, EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A SURVEY.

**EXHIBIT C
CONNECTION POINT**



27110 RANCH ROAD 12						ALLEN HARRISON		2020/406
UNIT TABULATION - 4 & 3 STORY RESIDENTIAL								5/5/21
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN		
S1	Studio	550	2	1%	1,100			
S1-EU	Studio	537	8	4%	4,296			
A1	1br/1ba	871	6	3%	5,226			
A1-EU	1br/1ba	681	16	8%	10,896			
A2	1br/1.5ba	824	6	3%	4,944	56%		
A2-EU	1br/1ba	757	32	16%	24,224			
A3	1br/1.5ba	849	8	4%	6,792			
A3-EU	1br/1ba	917	32	16%	29,344			
A4	1br/1.5ba	993	5	2%	4,965			
B1	2br/2ba	1,290	5	2%	6,450			
B1-EU	2br/2ba	1,129	28	14%	31,612	38%		
B2-EU	2br/2ba	1,205	24	12%	28,920			
B3-EU	2br/2ba	1,254	8	4%	10,032			
B4-EU	2br/2ba	1,309	12	6%	15,708			
C1-EU	3br/2ba	1,426	12	6%	17,112	6%		
TOTALS			204	100%	201,621			

UNIT AVERAGE NET SF : 988

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE AC SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

PROJECT DATA

UNIT AVERAGE NET SF :	988 S.F.
ACREAGE:	7.89 GROSS ACRES
DENSITY:	26 UNITS/ACRE
PARKING:	
REQUIRED	326 SPACES
PROVIDED	333 TOTAL SPACES
	333 SURFACE SPACES
	1.63 SPACES/UNIT

SCALE: 1" = 50' - 0" (24"x36" SHEET)



**EXHIBIT B
LEGAL DESCRIPTION OF THE LAND**

LEGAL DESCRIPTION: Being 7.82 acres of land out of the P. A. Smith League No. 26, Abstract No. 415, Hays County, Texas and also being that certain 5.314 acre tract of land described in Volume 5057, Page 320 of the Official Public Records of Hays County, Texas and that certain 2.500 acre tract described in Volume 360, Page 405 of said Official Public Records; Said 7.82 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in June, 2018:

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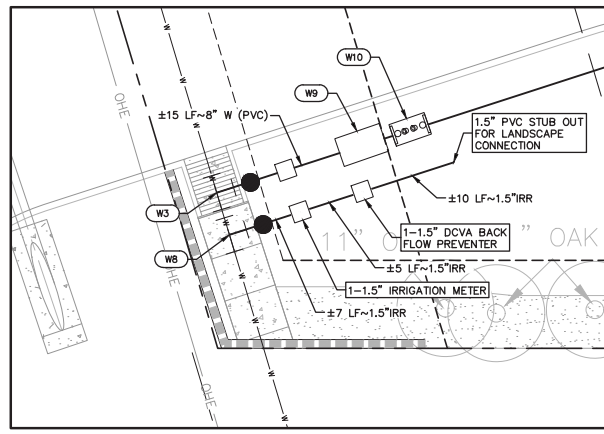
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THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A SURVEY.



DETAIL "A"
1" = 10'

1. TREES SHOWN ON HERE, WERE LOCATED ON MONTH XX, 20XX.

PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING UTILITY INVERT, LOCATION AND SIZE AND NOTIFY ENGINEER IMMEDIATELY IF CONCERNS ARISE REGARDING THE HORIZONTAL OR VERTICAL CONFLICTS.

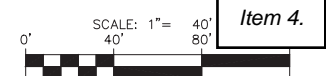
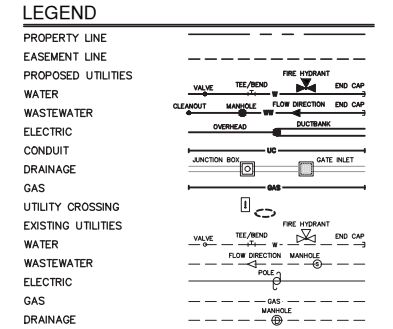
TELECOM KEYED NOTES

- E1 1-1/4" TRANSFORMER REF. MEP PLANS
- E2 1-PULL BOX REF. MEP PLANS
- E3 SECONDARY PULL BOX REF. MEP PLANS

- W0 PRIVATE LIFT STATION 8" INV IN=1140.14
- W1 WW MH-A1 DROP MANHOLE TOP=1150.08
- W2 8" INV IN (W)=1140.32 8" INV IN (E)=1144.30 8" INV OUT=1140.22
- W3 WW MH-A2 TOP=1149.95
- W4 8" INV IN (N)=1142.91 8" INV IN (W)=1141.09 8" INV OUT=1140.99
- W5 WW MH-A3 TOP=1148.40 6" INV IN=1141.77 8" INV OUT=1141.60
- W6 WW CO-A5 6" CLEANOUT INV=1144.00
- W7 WW CO-A6 8" CLEANOUT INV=1146.00
- W8 WW MH-B1 8" X8" WYE INV=1144.40
- W9 WW CO-B2 8" CLEANOUT INV=1146.00
- W10 WW MH-B3 TOP=1153.00
- W11 8" INV IN (N)=1146.15 8" INV IN (C)=1145.08 8" INV OUT=1144.98
- W12 WW CO-B4 8" CLEANOUT INV=1149.00
- W13 WW MH-C1 4" INV IN=1154.16 8" INV OUT=1153.82
- W14 WW MH-C2 8" INV IN=1153.55 8" INV OUT=1153.45
- W15 EXISTING WW MANHOLE PROP 8" INV IN=1153.42 EXIST 15" INV IN=1152.84 EXIST 15" INV OUT=1152.74

- W1 8" 1/8" BEND, M.J.
- W2 8" X8" TEE, M.J. 1-8" GATE VALVE, COMPLETE 12" X8" TAPPING SLEEVE ±32' LF ~ 8" DI
- W3 1-8" GATE VALVE, M.J. 1-6" VALVE BOX, COMPLETE
- W4 1-8" X8" TEE, M.J. 1-8" GATE VALVE, M.J. 2-6" VALVE BOX, COMPLETE 1-STD FIRE HYDRANT ASSEMBLY REF. PLAN SHEET FOR REQUIRED LF.
- W5 8" X8" TEE, M.J. 1-8" GATE VALVE, M.J. 1-6" VALVE BOX, COMPLETE

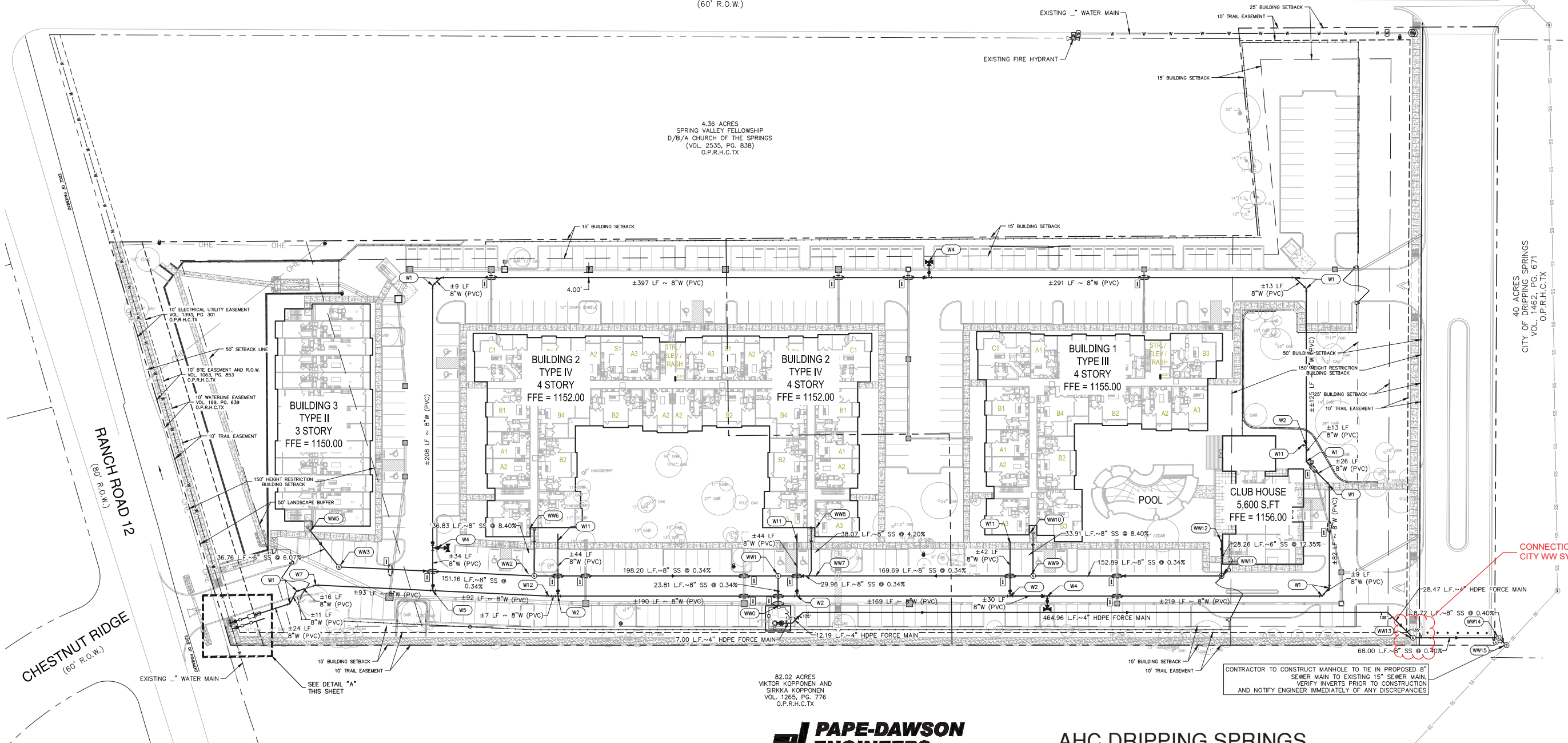
- W6 8" X8" WYE, M.J.
- W7 8" 1/16" BEND, M.J.
- W8 12" X1.5" TAPPING SADDLE 1-1" COPPER PIPE - CUT AS REQ. ±27' LF ~ 1.5" IRR 1-1.5" GATE VALVE, M.J. 1-6" VALVE BOX, COMPLETE
- W9 8" X2" FIRE FLOW METER
- W10 1-8" DOUBLE CHECK DETECTOR ASSEMBLY AND VAULT
- W11 REF. MEP FOR CONTINUATION
- W12 8" 1/32" BEND, M.J.



Item 4.

SPORTS PARK ROAD
(60' R.O.W.)

S. ROB SHELTON BOULEVARD
(60' R.O.W.)



40 ACRES
CITY OF DRIPPING SPRINGS
VOL. 1462, PG. 671
O.P.R.H.C.T.X

82.02 ACRES
VIKTOR KOPPONEN AND
SIRKKA KOPPONEN
VOL. 1265, PG. 776
O.P.R.H.C.T.X

CONTRACTOR TO CONSTRUCT MANHOLE TO TIE IN PROPOSED 8\"/>

CONNECTION TO CITY WW SYSTEM

Date: May 20, 2021, 6:25am User ID: Gmarrilus
File: H:\Projects\312\312\1\00\Design\Civil\00-5122100.dwg

ASSIGNMENT AND ASSUMPTION OF
WASTEWATER AND FEE AGREEMENT
8.564 Acres
27110 RR 12
Dripping Springs, TX 78620

THIS ASSIGNMENT AND ASSUMPTION OF WASTEWATER AND FEE AGREEMENT (“Assignment”) is made and entered into as of the 19th day of October 2021, by CRTX DEVELOPMENT, LLC, a Texas limited liability company (“Assignor”), DS JOINT VENTURE, LP, a Delaware limited partnership (“Assignee”) and THE CITY OF DRIPPING SPRINGS, TEXAS (“City”).

WITNESSETH:

WHEREAS, the Assignor is the current holder of a Second Amended and Restated Wastewater Service and Fee Agreement with the City of Dripping Springs, Texas dated September 7, 2021 (the “Agreement”), for the real property being 8.564 acres located at 27110 RR 12, Dripping Springs, Texas 78620 and as further described therein (the “Property”); and

WHEREAS, Assignor desires to assign the Agreement to Assignee and Assignee desires to assume the same.

NOW THEREFORE, Assignor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, hereby agrees as follows:

1. Assignor has ASSIGNED, and by these presents does hereby ASSIGN to Assignee, its successors and assigns all of its right, title and interest in and to the Agreement, together with any and all funds or other collateral deposited pursuant to the Agreement.
2. Assignee hereby assumes the obligations of Assignor under the Agreement accruing from and after the date hereof. Assignee agrees to hold Assignor harmless from and against any and all claims, loss, damages, liability, cost and expense (including attorneys’ fees) with respect to the Agreement arising or accruing from and after the date hereof. Assignor agrees to hold Assignee harmless from and against any and all claims, loss, damages, liability, cost, and expense (including attorney’s fees) with respect to the Agreement arising or accruing prior to the date hereof.
3. This Assignment shall be binding upon, and shall inure to the benefit of, all of the parties hereto, their successors and assigns.
4. The City appears herein and consents to this Assignment.

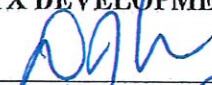
[SIGNATURES ON FOLLOWING PAGES]

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

EXECUTED by Assignor as of the day and year first above written.

ASSIGNOR:

CRTX DEVELOPMENT, LLC

By: 
Name: Doug Coors
Title: MANAGER

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

EXECUTED by Assignee as of the day and year first above written.

ASSIGNEE:

DS JOINT VENTURE, LP,
a Delaware limited partnership

By: DS JOINT VENTURE GP, LLC,
its General Partner

By: AHI General Partner Holdings II,
LLC, its sole member and manager

By: 

Mitchell Hanzik
Its: Vice President

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

EXECUTED by the City as of the day and year first above written.

CITY:

**THE CITY OF DRIPPING SPRINGS,
TEXAS**

By: Bill Foulds, Jr.

Name: Bill Foulds, Jr.

Title: Mayor



June 14, 2022

Via EMAIL

*The City of Dripping Springs
c/o Ginger Faught
511 Mercer Street
Dripping Springs, Texas 78620*

Re: **PDD 11 – Wastewater Agreement Amendment Request**

Dear Ginger,

On March 2, 2022, PDD 11 submitted its temporary wastewater facilities plan (OSSF application), designed the specifications of Section 1.21 of the Wastewater Agreement, to the City of Dripping Springs for review. Due to a conflict between Section 1.21 of the Wastewater Agreement and requirements from the TCEQ, the City and PDD 11 worked together to determine an appropriate usage rate to be utilized for the final design of the system. This necessitated the redesign of portions of our plans, delaying both Plat approval and Site Development Permit approval.

WASTEWATER AMENDMENT REQUESTS:

In Section 5.2 of the 2022 Amended Wastewater Agreement for PDD 11, we have several deadlines agreed to with the City of Dripping Springs. Due to this recent OSSF design delay, the City has agreed to a 60-day extension on the deadlines for Site Development Permit approval and Plat approval, as follows:

- Section 5.2 (a): If Owner does not file an application that is deemed administratively complete for a Site Development Permit within 365 days from May 12, 2020, and **is approved by October 1, 2022**, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its δ 2.1 wastewater service obligation for the released LUEs.
- Section 5.2.(c): If the final plat **is not approved by October 1, 2022**, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its δ 2.1 wastewater service obligation for the released LUEs.

Per the City's request, if more time is needed the Developer will request another extension in writing. Thank you for all that you have done to help us find a path forward these past few months. We remain excited about this development and look forward to being a part of downtown Dripping Springs.

Sincerely,

Kim Nettles
Senior Associate
Allen Harrison Company, LLC



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: June 21, 2022

Agenda Item Wording: **Approval of a Resolution Accepting Improvements as Complete and Approving a Letter of Credit for The Grotto Subdivision Phase 2 Streets, Drainage, and Erosion Control Improvements.**

Agenda Item Requestor:

Summary/Background: Hidden Oaks of Dripping Springs LLC has completed Street, Drainage, and Erosion Control Improvements for The Grotto Subdivision Phase 2. City staff has inspected the project throughout all stages of construction. The City Engineer has completed a final inspection and provided concurrence. All improvements have been built per plan.

Commission Recommendations:

Recommended Council Actions: City Staff recommends approval

Attachments:

Next Steps/Schedule: Send to City Secretary for execution.

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2022-

**ACCEPTING IMPROVEMENTS AS COMPLETE AND APPROVING A
LETTER OF CREDIT FOR THE GROTTO SUBDIVISION PHASE 2
STREETS, DRAINAGE, AND EROSION CONTROL**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS,
TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AS
COMPLETE AND APPROVING AND ACCEPTING A LETTER
OF CREDIT FOR THE GROTTO SUBDIVISION PHASE 2
STREETS, DRAINAGE, AND EROSION CONTROL,
PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE
& MEETING

WHEREAS, Hidden Oaks at Dripping Springs, LLC (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, The Grotto Subdivision Phase 2 Streets, Drainage, and Erosion Control (“Improvements”) for the City of Drippings Springs; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements in The Grotto Subdivision Phase 2; and

WHEREAS, the City of Dripping Springs City Council (“City Council”) seeks the Contractor to provide a Letter of Credit (Attachment “A”) conditioned to guarantee for the period of Two (2) Years from and after the date of substantial completion of the Improvements, guaranteeing the materials and workmanship related to Contractor’s Improvements; and

WHEREAS, this Resolution conforms with the Maintenance and Guarantee regulation of the City’s Code requiring all public improvements be free from defects for a period of two (2) years; and

WHEREAS, substantial completion of the Work was verified by engineer letter (Attachment “B”) as of August 30, 2021 and the maintenance bond period of Two (2) Years begins on the date of acceptance; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dripping Springs City, Texas, that:

- 1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
- 2. The City Council hereby accepts the Streets, Drainage, and Erosion Control Improvements at the Grotto Subdivision Phase 2 as complete.
- 3. The City Council hereby approves and accepts the Contractor’s proposed Letter of Credit No. 101268878-1, from Texas Regional Bank (“Insurer”), included and attached herein (Attachment “A”).
- 4. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute any documentation on the City’s behalf necessary to effectuate the intent and purpose of this Resolution.
- 5. This Resolution shall take effect immediately upon passage.
- 6. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the [redacted] day of [redacted], 2022, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary

Attachment “A”

(Insert Letter of Credit No. 101268878-1: Hidden Oaks at Dripping Springs, LLC., and Texas Regional Bank)



City of Dripping Springs

Physical: 511 Mercer Street • Mailing: PO Box 384 • Dripping Springs, TX 78620

512.858.4725 • www.cityofdrippingsprings.com

Gateway to the Hill Country

August 30, 2021

Mr. Ruben Contreras
Hidden Oaks at Dripping Springs LLC
1459 Highway 290 West
Dripping Springs, TX 78620

Mr. Contreras,

The City of Dripping Springs has inspected the construction of the roadways at The Grotto subdivision and found them to be in conformance with City of Dripping Springs and Hays County standards. Pending approval of a 2-year maintenance bond, City Council will consider accepting the roadways as complete at the September 7, 2021 City Council meeting.

Please feel free to reach out with any questions.

Thank you,

Chad Gilpin, PE
City Engineer
City of Dripping Springs

Received
JUN 07 2022

Irrevocable Standby Letter of Credit No. 101268878-1 **City of Dripping Springs**

To: City of Dripping Springs, Texas
Date: June 7, 2022
511 Mercer Street
Dripping Springs, Texas 78620

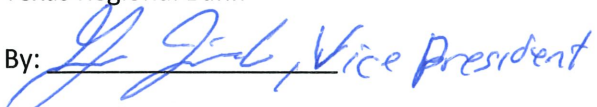
We have established this date our Irrevocable Standby Letter of Credit in the total amount of \$458,852.00 for the account of Hidden Oaks at Dripping Springs, LLC whose address is 1459 W Highway 290, Dripping Springs, Texas 78620. We have made this commitment with the understanding that the City of Dripping Springs, Development Services Department can draw any part of all of the total amount when and if the Director of the Development Services Department determines it is necessary in order for repairs to the roadway located within the project as defined by the Site Development Permit associated with File Number SD2019-0011, located at 1459 W Highway 290, Dripping Springs, Texas 78620. We also understand and agree that the only requirement necessary for the drawing any part or all of the total amount of this credit is a letter of request from the City of Dripping Springs, signed by the Director of the Development Services Department, stating that the City of Dripping Springs considers such a drawing on this credit amount necessary. No further substantiation of the necessity of the draw is required by this credit.

Request for the draw of funds under this credit must be received prior to the expiration of two years following the date of this credit and we agree to honor all requests within five (5) days of presentation.

We further state and agree that this credit is irrevocable prior to the expiration date unless all parties (including the City of Dripping Springs) consent to such a revocation in writing.

This Letter of Credit is subject to the International Standby Practices 1998, International Chamber of Commerce Publication No. 590, and as to matters not governed by the ISP98, shall be governed by and construed in accordance with the laws of the State of Texas and applicable federal law.

Texas Regional Bank

By:  Vice President

Name: Greg Lick

Title: Vice President



SIGN VARIANCE REQUEST REVIEW

Date: **June 15, 2022**

Project: **2022-1601 Freebirds – Single Sign in Multiunit Project**

Applicant: Brazo Sign Company – Janet Glasscock

- Submittals:
- Variance Application
 - Sign Permit Application
 - Master Signage Plan (if applicable)
 - Planned Develop District/Development Agreement Signage Regulations (if applicable)

Variance Request: Requesting an additional panel within the second multi-unit monument sign within the Ledgestone commercial development.

The following review has been conducted for the City of Dripping Springs to determine compliance and consistency with the City of Dripping Springs CODE OF ORDINANCES, Title 2 BUILDING AND DEVELOPMENT REGULATIONS, Chapter 26 SIGNS, Article 26.03.003 VARIANCES

Freebirds is located within the Ledgestone commercial development on Highway 290. The development waived their option to execute a Master Sign Plan for the community and opted to instead comply with an older vested ordinance, Ordinance 1250.15. The City has provided the option for freestanding buildings to choose whether they would like to comply to the vested ordinance or the current adopted sign ordinance. For tenants within a multiunit structure, the developer was to choose how all tenants would comply. For this shell structure, the developer selected Ordinance 1250.15. Based on City Attorney and City Administrator interpretation, these tenants are only permitted to have 3 business signs total. Freebirds chose to have 2 walls signs, and 1 panel sign on the highway 290 multiunit monument sign. Freebirds has reached their allotted sign quantity.

The variance request relates to the consideration for granting variances as follows:

Considerations in granting variances (Sec. 26.03.003 (e))

(1) Special or unique hardship because of the size or shape of the property on which the sign is to be located, or the visibility of the property from public roads.

Applicable Not Applicable

(2) Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a sign is to be located.

Applicable Not Applicable

(3) Proposed sign location, configuration, design, materials, and colors are harmonious with the hill country setting.

Applicable Not Applicable

(4) Natural colors (earth tones) and muted colors are favored. Color schemes must be compatible with the surrounding structures. Predominate use of bold and/or bright colors is discouraged under this section.

Applicable Not Applicable

(5) The sign and its supporting structure should be in architectural harmony with the surrounding structures.

Applicable Not Applicable

(6) Mitigation measures related to the sign in question or other sign on the same premises.

Applicable Not Applicable

(7) Demonstrated and documented correlation between the variance and protecting the public health and safety.

Applicable Not Applicable

(8) The stage at which the variance is requested. The city will be more inclined to consider a variance request when it is sought during an earlier stage of the construction approval process, for instance, when the responsible party is submitting/obtaining a plat, planned development district, development agreement, or site plan.

Applicable Not Applicable

(9) Whether the sign could have been included in a master signage plan. Master signage plans are highly encouraged. The city will be more inclined to favorably consider a variance request when the variance is part of a master signage plan. There will be a presumption against granting variances piecemeal, ad hoc, on a case-by-case basis when the sign for which a variance is sought could have been included in a master sign plan and considered in the course of a comprehensive review of the entire project's signage.

Applicable Not Applicable

(10) The sign administrator may authorize the remodeling, renovation, or alternation of a sign when some nonconforming aspect of the sign is thereby reduced.

Applicable Not Applicable

Based on the information provided, I do not recommend approval of this variance. The business has 3 signs total and lack a hardship to further consider this request.

Please let me know if you have any questions about this report.

Respectfully Submitted,



Sarah Cole
Building Official

Received on/by:

Date, initials



**APPLICATION FOR AN
ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER**

Project Name: FREE BIRDS

Project Address/Legal Description: 12680 Hwy 290 W, AUSTIN, TX

Project Applicant Name: JANET GLASSCOCK

Mailing Address: 7220 CHIPPEWA BLVD
HOUSTON, TX 77086

Email Address: janet@brazosigns.com

Phone Number: (281) 710-8676

Owner's Name (if different from Applicant): CHARLIE HILL

Mailing Address: 28 CORDILLERA TRACE #4
BOERNE, TX 78006

Email Address: cphill@dhinv.com

Phone Number: (830) 336-2513

Type of Application (check box):

- Alternative Standard
- Variance
- Special Exception
- Waiver

Description of request & reference to section of the Code of Ordinances applicable to request: Tenant would like to have presence on the monument sign facing Rocky Ridge Trail, providing visibility to traffic heading East. Without it, there is zero visibility from that direction and people will miss the turn. This would increase sign count to 4 signs according to G.1 saying they can have 3 signs as a corner tenant, however there are existing tenants with 2 wall signs and panels on 2 existing ground signs. We would like to have the same sign count as they do, since the ground signs face 2 different roads. The landlord has approved 2 wall signs and tenant spaces on the 2 monument signs.

Description of the hardship or reasons the Alternative Standard/Special Exception/Variance/Waiver is being requested: There is zero visibility heading East on Rocky Ridge Trail, and
people will drive by the restaurant and then have to turn around or get on 290 to enter the
project.

Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver:
This would increase sign count from 3 to 4. The monument signs are on opposite
sides of the property and facing 2 different roads, well over 300' apart. Other tenants have
the same sign count we're requesting, because it will greatly help increase visibility and
business to the restaurant.

Submittal Checklist:

- Signed and Completed Application
- Required Fee Paid \$ _____
reference online Master Fee Schedule for more details
- Billing Contact Form

Exhibits

- Photographs
- Map/Site Plan
- Architectural Elevation
- Other: _____

*Upon submittal of application, a Public Notice sign is **required** to be displayed at the project property within 48 hours (exceptions apply in cases of signage, lighting, exterior design and landscaping applications). Signs can be picked up at the City Offices for a deposit fee of \$100. Once a permit has been issued, signs in good condition can be returned for a \$75 refund.*

- Pick up Public Notice Sign, \$100 deposit

All required items and information (including all applicable above listed exhibits and fees) must be received by the City in order for an application and request to be considered complete.

Incomplete submissions will not be reviewed or scheduled for any further action until all deficient items or information has been received. By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:


Signature of Applicant


Signature of Owner (or attached letter of consent)

5/2/2022
Date

5/10/22
Date

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Leni Sandoval is authorized to act as my agent and representative with respect to this Application and the City's conditional use permit process. (As recorded in the Hays County Property Deed Records, Vol. see below, Pg. .)

[Signature]
Name

President Shop of Ledgestone LLC
Title

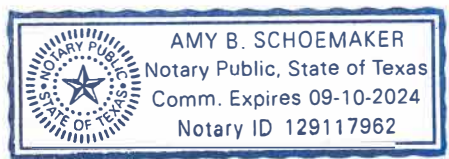
STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 13 day of May, 2022 by Charles Hill.

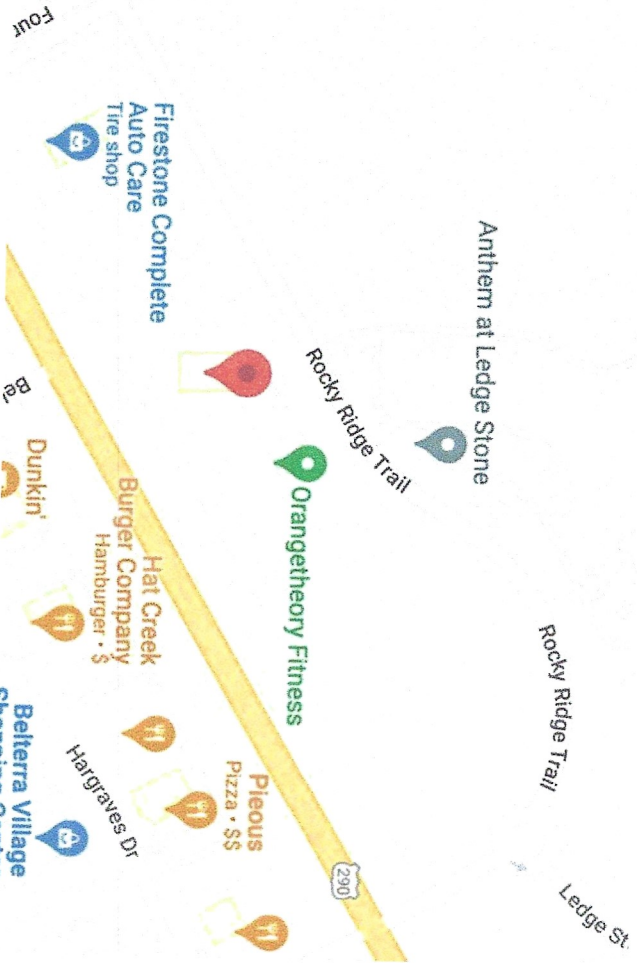
[Signature]
Notary Public, State of Texas

My Commission Expires: 9-10-2024

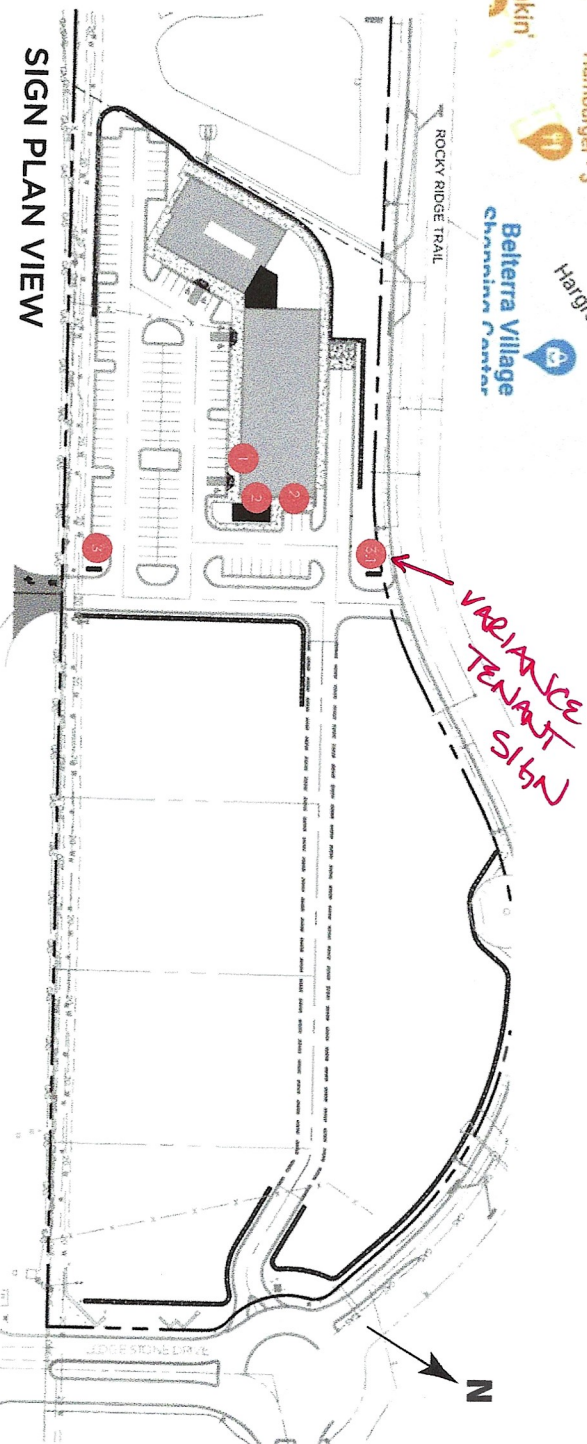
Freebirds
Name of Applicant



*As recorded as Documents #19034369, 20016021 and 21035931 Hays County Property Deed Records



KEY PLAN VIEW
 12680 W US 290
 STE. 230
 AUSTIN, TX 78737 US



Notwithstanding to whom any application for a sign is made, the applicant shall be responsible for obtaining all necessary permits from the appropriate governmental agencies. The applicant shall be responsible for obtaining all necessary permits from the appropriate governmental agencies. The applicant shall be responsible for obtaining all necessary permits from the appropriate governmental agencies.

Drawn By: OP
 Issue Date: 03.28.2022

APPROVED DRAWINGS must be returned to Visual Graphic Systems Inc. signed & sealed by Client (or Authorized Agent), before fabrication will begin.

Signature _____ Date _____



330 Washington Ave
 Caldwell, NJ 07072
 T 800 203 0301
 F 201 528 0890
 e info@vgs-sign.com
 www.vgs-online.com



SIGN TYPE 3 AND 3.1 • LAYOUT FRONT VIEW (BACK VIEW IS SIMILAR)

DOUBLE FACE INTERNALLY ILLUMINATED ALUMINUM MULTI-TENANT SIGN CABINET PAINTED MBGI MIDDNIGHT BRONZE - 2 1/2" DIVIDERS, ROUTED OUT GRAPHICS BACKED WITH WHITE PLEXI \ 3000 K LED, OUTDOOR LIGHTING ORDINANCE COMPLIANT ILLUMINATION.

SIGN TYPE 3 AND 3.1 • LEDGE STONE PYLON



330 Washington Ave
Camden, NJ 0 7072

t 800 203 0301
f 201 528 0890

e info@vgs-inc.com
www.vgsonline.com

Notwithstanding to whom these drawings are prepared, the drafter shall be responsible for the accuracy of the information furnished to him by the client. The drafter shall not be responsible for the accuracy of the information furnished to him by the client. The drafter shall not be responsible for the accuracy of the information furnished to him by the client. The drafter shall not be responsible for the accuracy of the information furnished to him by the client.

Drawn By: OP
Issue Date: 03.28.2012

APPROVED DRAWINGS must be returned to Visual Graphic Systems Inc. signed & dated by client (or authorized agent) before any action will begin.

Signature _____ Date _____

SIGN TYPE 3 AND 3.1 • LEDGE STONE PYLON



LEDGE STONE SIGN #3 PERSPECTIVE LOCATION VIEW
NTS



LEDGE STONE SIGN #3.1 PERSPECTIVE LOCATION VIEW
NTS



330 Washington Ave
Carterville, NJ 07022

t 800 203 0301
f 201 528 0890

e info@vgs-sign.com
www.vgsigns.com

Under the terms of the contract, the client agrees to pay for the design and production of the signs. The client is responsible for obtaining all necessary permits and approvals. The client is also responsible for providing all necessary information and materials. The client is responsible for the accuracy of the information provided. The client is responsible for the accuracy of the information provided. The client is responsible for the accuracy of the information provided.

Drawn By: OP
Issue Date: 03.20.2022

APPROVED DRAWINGS must be returned to Visual Graphic Systems, Inc., signed & dated by client for additional sign orders before fabrication will begin.

Signature _____ Date _____

SIGN TYPE 3 AND 3.1 • LEDGE STONE PYLON

PAGE 16



1/8" ALUMINUM PANEL WITH ROUTED OUT GRAPHICS
PAINTED FBBI MIDNIGHT BRONZE
BACKED WITH WHITE PLEXI WITH 3M DK.

* DIMENSIONS TO BE VAF



330 Washington Ave
Caldwell, NJ 07072

T 800 203 0301
F 201 528 0880

e info@vgs-sign.com
www.vgs-online.com

This drawing is not intended for construction purposes. It is a visual representation of the proposed sign design. The actual sign design may vary from this drawing. The client is responsible for providing accurate information and for obtaining all necessary permits. The client is also responsible for ensuring that the sign design complies with all applicable codes and regulations. The client is also responsible for ensuring that the sign design is suitable for the intended location and environment. The client is also responsible for ensuring that the sign design is suitable for the intended audience. The client is also responsible for ensuring that the sign design is suitable for the intended purpose. The client is also responsible for ensuring that the sign design is suitable for the intended use. The client is also responsible for ensuring that the sign design is suitable for the intended location. The client is also responsible for ensuring that the sign design is suitable for the intended environment. The client is also responsible for ensuring that the sign design is suitable for the intended audience. The client is also responsible for ensuring that the sign design is suitable for the intended purpose. The client is also responsible for ensuring that the sign design is suitable for the intended use.

Drawn By: OP
Issue Date: 03.28.2022

APPROVED DRAWING must be returned to Visual Graphic Systems Inc., signed & dated by Client (or Authorized Agent) before fabrication will begin.

Signature _____ Date _____

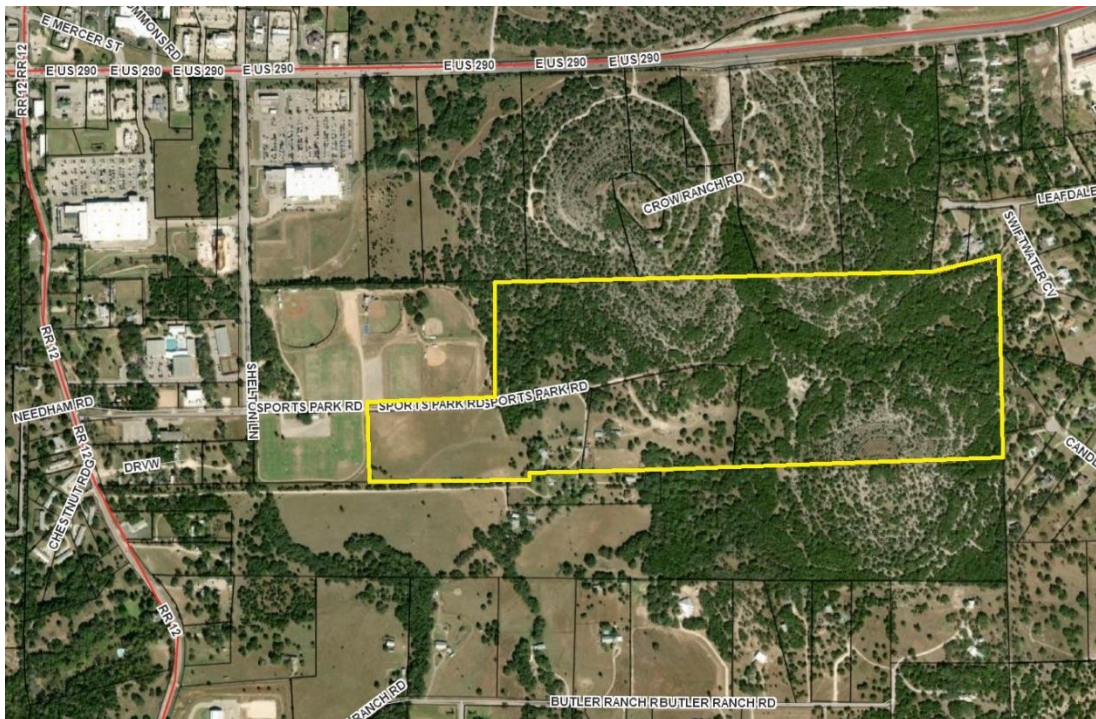


City of Dripping Springs

511 Mercer Street
Dripping Springs, Texas 78620

Agenda Item Report from: Howard Koontz, Planning Director; Laura Mueller, City Attorney; Leslie Pollack, Transportation Engineer.

Meeting Date:	June 21, 2022
Agenda Item Wording:	Public hearing and consideration of approval of an Ordinance rezoning a property from AG to PDD # 14 with a base zoning of SF-3, SF-5, and LR with primarily residential uses with some local retail and governmental uses for property located south of U.S. 290 and east of Rob Shelton Blvd. along Sports Park Road adjacent to the Sports and Recreation Park and commonly known as "Village Grove", directly south and adjacent to Wallace Mountain, and directly west and adjacent to The Preserve subdivision.
Agenda Item Requestor:	Matthew Scrivener, Austin Land Innovations
Applicant:	Matthew Scrivener, Austin Land Innovations
Owner:	Austin Land Innovations
Date of Application:	November 30, 2021
P&Z Recommendation	P&Z at their regular May meeting recommended approval of the project, as presented, with the requirement that the ancillary agreements required for performance of the project also be completed.
Staff Recommendation	Staff recommends approval of the project as presented in this report, including those ancillary agreements required for the project such as off-site road, civic uses, and waste water agreements.

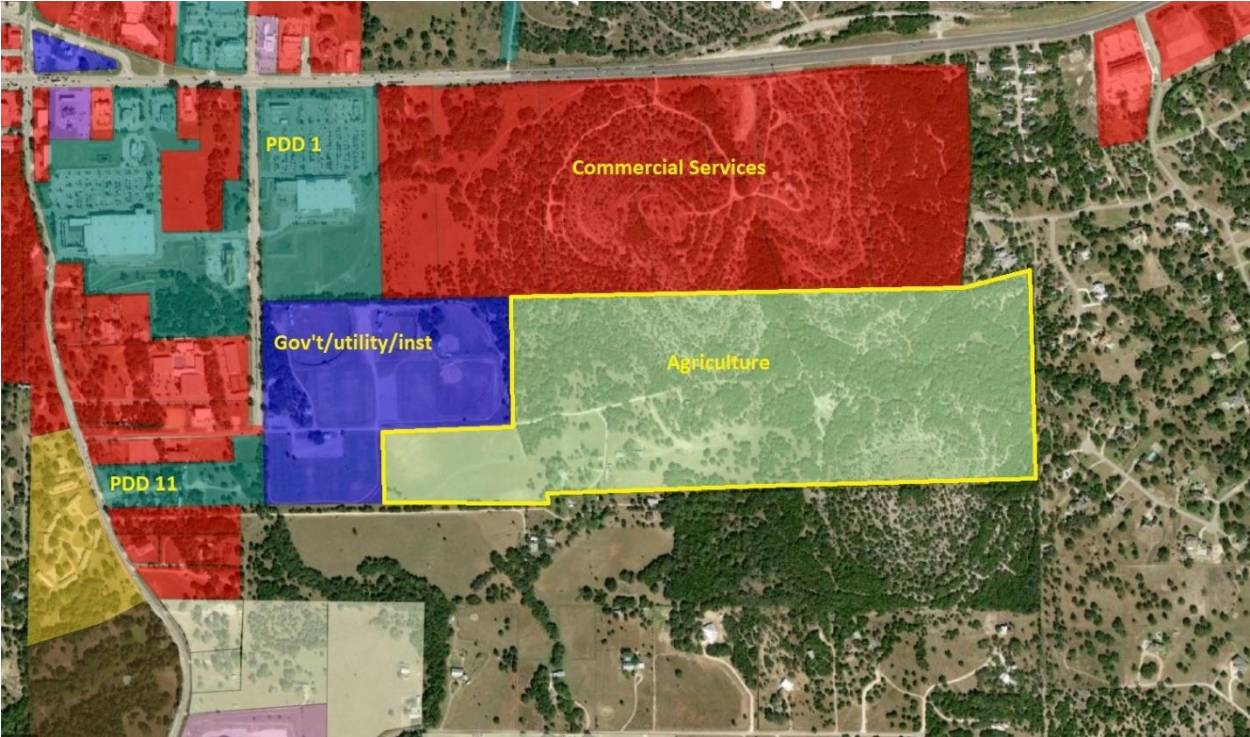


Physical and Natural Features:

The property features a landscape usual and typical of the city of Dripping Springs, a well-drained, sandy soil of moderate slopes with a high concentration of surface rocks, sparse ground cover, patches of dense cedars, and in much more limited instances Live Oaks. The property is generally saddle-shaped, with its highest elevations to the north and southeast, and predominantly slopes downward toward both the southwest and east. Although the 112 acres are situated between two prominent and mostly off-site hilltops, one central in the north and the other to the southeast, neither create much of a steep slope condition along any of the real estate proposed for improvements.

Surrounding Properties:

The subject property is within the core of the City of Dripping Springs. The City has seen fast growth in this area of the City and should take various measures to ensure the proper development and compatibility with the surrounding area.

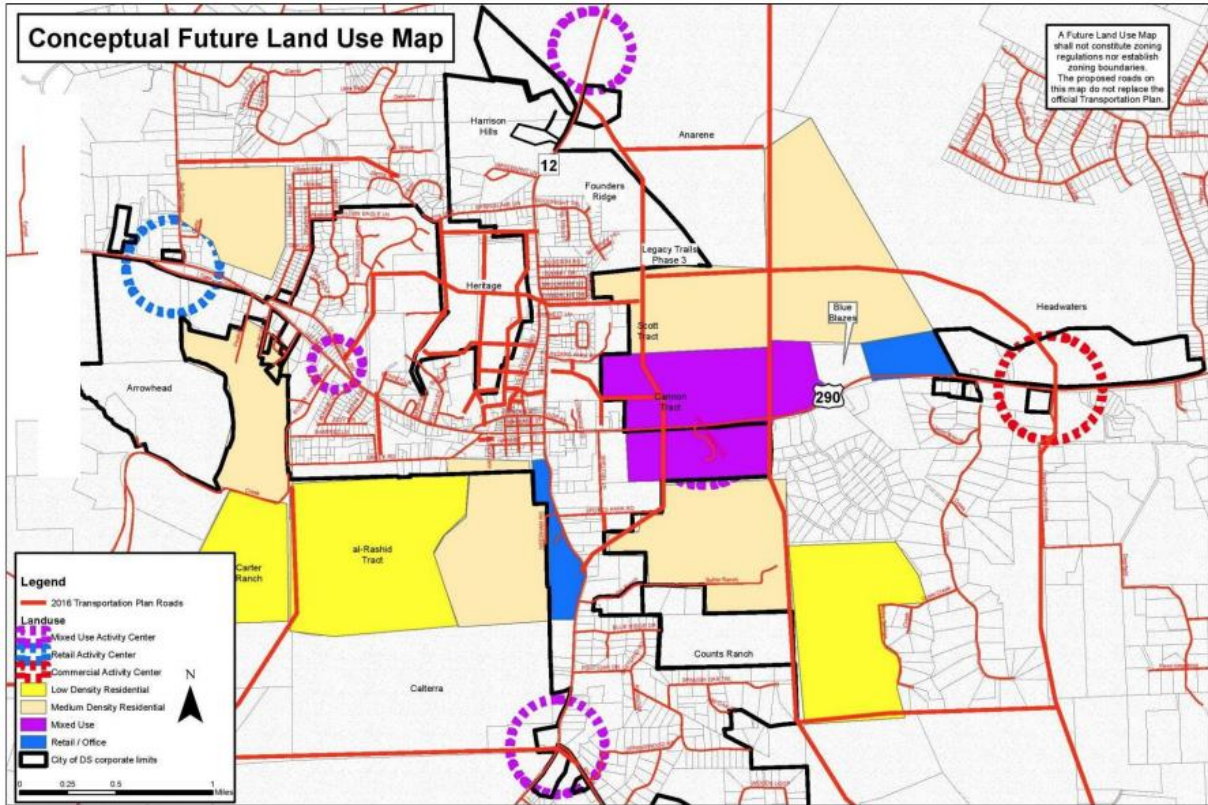


The current zoning, future land use designation, and existing uses on the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Comprehensive Plan / Future Land Use Plan
North	Commercial Services	Vacant; SFR; Wallace Mountain Cemetery	Mixed Use
East	ETJ (The Preserve subdivision)	SFR	N/A
South	ETJ (Private ranch/large lot residential)	Ranch/Estate SFR	Medium Density Residential
West	GUI	Sports Park	N/A

Future Land use Map and Zoning Designation:

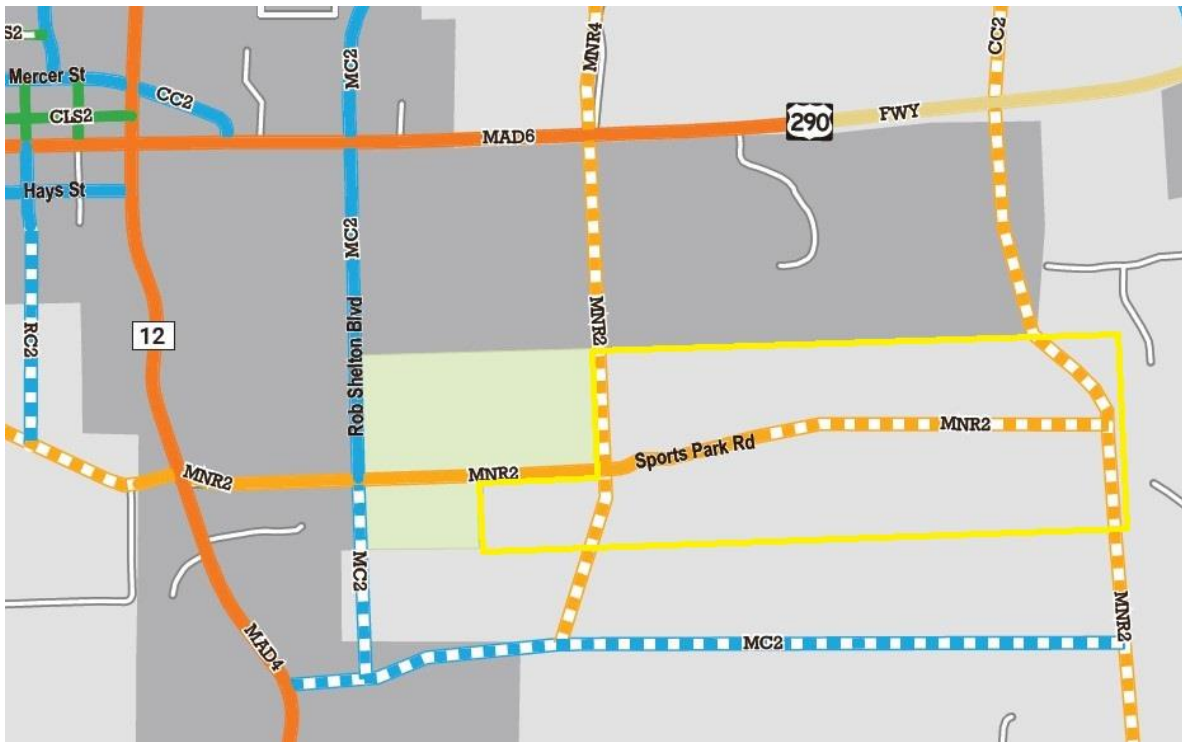
The subject property is designated on the Future Land Use Map as Medium Density Residential. This category includes small lot, single-family homes used for residential uses. A portion of the proposed PDD (7 of the 112 acres) is designated for mixed use, which is congruent with the development of the remainder, as the mixed use is directly adjacent to off-site properties assigned to be mixed use, and the Sports Park to the west would function symbiotically with general, high-turnover convenience retail. Lastly, the residents of the PDD would benefit from nearby, convenience retail that would defer trips by automobile onto 290 for immediate goods and services.



The base zoning of Single-family residential—Town center (SF-3) allows for connectivity and access to adjacent neighborhoods and amenities such as parks and nearby retail. The Planned Development districts places regulations that are compatible with the adjacent tracts and allows for a smooth transition from high density (toward the city center) to less intense density (away from RR12 & 290). The provided land plan is designed to have more intense residential lots to the west, near Sports Park and the established retail in and around PDD #1, and less intense residential to the east (towards The Preserve subdivision) and south (ranch and estate residential), in the City’s ETJ.

Other Master Plans:

The 2021 Future Transportation Plan shows a proposed east/west vehicular connection through the subject property, effectively extending Sports Park Road to the north/south collector to the east. In the proposed lotting plan, that connection has instead been shifted south, along the southern parent boundary. The reasoning for this adjustment was primarily to keep heavy arterial traffic from driving through the Sports Park which when occupied features a number of pedestrians, but tertiary benefits include better utilization of the lot for development and improvements, and a more direct route for connection to Ranch Road 12.



Offsite Road Transportation/ Road Improvements:

The Village Grove Development Team has had on-going conversations with city staff, two meetings before the Development Agreement Working Group, three meetings before the city’s Transportation Committee, and two meetings with TxDOT to discuss transportation improvements associated with the development. Three alternate connectivity scenarios were considered for the development to align with the city’s transportation plan. The final, preferred scenario includes a minor arterial roadway constructed between RM 12, south of the PDD 11 Development, to US 290, aligning with the signalized intersection at Wild Ridge Boulevard. The alignment provides a direct route between RM 12 and US 290 without bisecting the city’s Sports & Recreation Park. This roadway will ultimately be a four-lane arterial but is proposed to be initially constructed as a two-lane roadway to meet current development demands. Right of Way will be provided for future connectivity to the south on the eastern side of the development, in alignment with the Transportation Master Plan. The traffic signal at RM 12 and Sports Park Road will be relocated to the new arterial and Sports Park Road will become one-way eastbound. The Development will also provide for a future two-lane north/south connection to US 290 and Lone Peak Way, east of Rob Shelton Boulevard and DS Sports & Rec Park, which is also detailed in the city’s Transportation Master Plan.

This project also involves an Offsite Road Agreement for two (2) future roads connecting the property to 290 to the north, one (1) through the Burke tract which the developer will build in the initial phase of construction of this project, and the other through the Shelton property, which will be built from the intersection of Wild Ridge Boulevard on the site’s southern border to the southern border of the site’s seven-acre civic site. There will also be

a connection to Ranch Road 12 to the west, thru the Southern portion of Sports and Recreation Park and also across the Kopponen property which again will be completed in the project’s first phase of site development. The new intersection at RR12 and Wild Ridge Boulevard will require both intersection improvements and local system re-alignments that will be accomplished by the developer, the costs for which will be reimbursed by the city with reuse fee abatement and a fiscal recovery arrangement among future regional users of the new infrastructure. This application was submitted in November 2021 and the City has had multiple meetings with the developer’s design team, including two meetings with the Development Agreement Working Group.

The transportation improvements proposed to be constructed by Village Grove are those that provide additional roadway capacity and much needed relief to the RR 12 & US 290 intersection. These improvements align with the City’s transportation priorities. The construction of a four-lane east/west arterial provides needed mobility in this quadrant of the city. A two-lane roadway is needed to meet the traffic demands of the Village Grove development, but ultimately a four-lane roadway is needed for the demands of the entire system area to accommodate future growth. Additional off-site improvements have not yet been determined by the TIA.

This project also has an Offsite Road Agreement directly related to this zoning request. It is on this agenda as a separate item and details the road sections planned for construction and the responsibility for funding the projects, and for actual construction activity.

Wastewater Agreement:

The Wastewater Utility Agreement for this project has been finalized. Additional information is located in the staff report that is linked to the Wastewater agenda item.

Proposed Zoning District and PDD Development Regulations:

The Planned Development District is requesting a base zoning district of Single-family residential—Town center (SF-3), Single-family attached residential, Garden Home (SF-5), and Local Retail (LR) intended to promote stable, quality, attached- and detached-occupancy residential development on individual lots at medium densities. Individual ownership of each unit is encouraged. This district provides a "buffer" or transition district between lower density residential areas (to the south and east) and multiple-family or nonresidential areas or major thoroughfares (to the north).

The Planned Development Districts permitted uses are as follows:

- **SF-3 Residential areas permitted uses:**
- **Detached, Single Family areas**
 - Single-Family Dwelling, Detached;
 - Garden Home/Townhome;
 - Accessory Bldg/Structure (Residential);

<ul style="list-style-type: none"> ▪ Home Occupation; ▪ Swimming Pool, Private; and ▪ Those uses listed in the City's zoning ordinance for the SF-3 District or any less intense residential district uses are hereby permitted by right within the Project, and others are designated as requiring a Conditional Use Permit (CUP).
<ul style="list-style-type: none"> ○ SF-5 Residential permitted uses: Townhome areas <ul style="list-style-type: none"> ▪ Garden (Non-Retail) ▪ Accessory Bldg/Structure (Residential) ▪ Duplex/Two-Family ▪ Garden Home/ Townhome ▪ Home Occupation ▪ Single- Family Dwelling Detached ▪ Swimming Pool, Private ▪ Artist Studio ▪ Park and /or Playground ▪ Tennis Court ▪ Water Supply Facility (Private)
<p>LR Permitted Uses: Commercial/ Civic Center Area</p> <ul style="list-style-type: none"> ▪ Accessory Bldg./ Structure (Non- Residential) ▪ Garden Home/Townhome ▪ Home Occupation ▪ Living Quarters on Site with Business ▪ Residential Loft ▪ Bank ▪ Offices, General / Professional ▪ Office, Brokerage Services ▪ Office, Health Services ▪ Office, Legal Services ▪ Office, Professional ▪ Office, Real Estate Office ▪ Insurance Agency Offices ▪ Antique Shop ▪ Appliance Repair ▪ Art Dealer/ Gallery ▪ Artisan's Shop ▪ Artist Studio w/out living quarters ▪ Bakery or Confectionary Retail ▪ Barbershop ▪ Beauty Shop/Nail Salon ▪ Bicycle Sales and Repair

- Book Store
- Computer Sales
- Consignment Shop
- Cooking School
- Dance/ Drama/ Music Studio or School
- Drapery, Blind Upholstery Store
- Financial Services
- Florist Shop
- Food or Grocery Store – Limited
- Furniture Store (New and/or Used)
- Garden Shop (Inside Storage)
- Hardware Store
- Locksmith
- Market (Public)
- Mobile food vendor- 10 days or less
- Needlework Shop
- Pet Shop/Supplies (no live animal sales)
- Pharmacy
- Photocopying / Duplicating
- Photography Studio
- Restaurant (No Drive- Through Service)
- Tailor Shop
- Travel Agency
- Civic/ Conference Center
- Health Club
- Museum
- Park and /or Playground
- Community Center (Municipal)
- Fire Station
- Medical Clinic or Office
- Library
- Post Office
- Contractors Office (No Outside Storage)
- Government Building (Municipal, County, State, Federal; No outdoor storage of construction/repair materials, heavy equipment, or service vehicles over ¾ tons)

Uses not specifically listed above are not permitted by right within this zoning district.

Permitted Uses w/ Conditional Approval

- Sewage Pumping Station
- Wastewater Treatment Plant

SF-3 Residential:

SF-5 Residential:

- Community or Group Home
- Child Day-Care Facility
- Group Day-Care Home
- Home for the Aged, Residential
- Wastewater Treatment Plant
- Contractor’s Temporary On-site Office
- Sewage Pumping Station
- Wastewater Treatment Plant

- Bar
- Mobile food vendor- longer than 10 days
- Multi-family dwelling(s)
- Mobile food vendor court
- Studio, Tattoo or Body Piercing
- Temporary Outdoor Sales/Promotion
- Parking Lot, Commercial
- Parking Structure Commercial
- Day Camp for Children
- Dinner Theater
- Contractor’s temporary On-site Office (After initial building of infrastructure and buildings)
- Sewage Pumping Station
- Water Supply (Elevated Storage Tank)

LR Commercial/ Civic Center Area:

- Armed Services Recruiting Center

Development Standards – detached homes		
	Single-family residential— Town center (SF-3)	Planned Development District (SF-3)
Size of Lots		
Minimum Lot area	3,500 square feet	5,000 square feet
Minimum Lot Width	35 feet	50 feet
Minimum Building Width	25 feet	25 feet
Setback Requirements		
Minimum Front Yard	10 feet	10 feet
Minimum Side Yard	5 feet, 7.5 feet	5 feet; 10 feet
Minimum Rear Yard	10 feet	10 feet
Accessory Building	5 feet	5 feet
Height Regulations		
Main Building	2 ½ stories, or 40’	2 ½ stories, or 40’
Other Development Standards		
Impervious Cover	65 %	60% (project-wide)

Development Standards – attached homes		
	Single-family attached residential district (SF-5) garden home	Planned Development District (SF-5)
Size of Lots		
Minimum Lot area	2,500 square feet	Sufficient for structures between
Minimum Lot Width	30 feet	2- and 5-units wide
Setback Requirements		
Minimum Front Yard	15 feet	10 feet
Minimum Side Yard	0 feet/15 feet	5 feet/10 feet
Minimum Rear Yard	20 feet	10 feet
Accessory Building	5 feet	5 feet
Height Regulations		
Main Building	2 ½ stories, or 40’	3 stories, or 50’
Other Development Standards		
Impervious Cover	80 %	60% (project-wide)

Other development regulations:

Commercial (Local Retail): Regulations will follow the zoning district unless modified later but includes an allowance of up to 55’ in height with City Administrator approval, up from the district maximum of 40’ and/or two stories, whichever is less.

Maximum Height of Fence: Six (6) feet; provided, however, that the Property may have an eight (8) foot maximum height of fence where separating residential lots from adjacent arterial or collector roads. All fences shall provide a finished face to abutting streets and these fences shall not conflict with sight triangles at street intersections or obstruct views from adjacent driveways. No fence shall extend into the front Street Yard, nor shall there be artificial mounding of soil to increase the fence height.

2.4.7 Parking.

- A. Residential Parking. Development of the Property shall include parking at a minimum of two garage spaces per residence and townhouse. There shall be parking along only one side of each internal local street and such side will be the side where there are no fire hydrants. If fire hydrants are on both sides of the street, then parking shall be allowed on only one side and sufficient “no parking” signs or painted curb shall be on either side of the hydrant.
- B. Commercial Parking. Parking shall be provided for the commercial area; the number of parking spaces within the Commercial Area shall be determined in accordance with the City ordinances and the proposed use of the commercial spaces. The total number of parking stalls for the commercial area may be determined by a shared use parking study provided by Owner and accepted by City.

Design of Residences

Design of all buildings shall meet the requirements of the City Exterior Design and Architectural

Standards Ordinance Sec. 24.03 of the City Code of Ordinances, except as specifically provided in the subsections below. Design review and approval process shall be as defined in Sec. 24.03.012.

(a) Single Family Detached Residences. All residences shall consist of 100% Masonry on all elevations. Native Stone, Brick Masonry, Stucco, and Cementitious Siding shall be deemed appropriate materials to satisfy the Masonry requirement. A variety of masonry material is encouraged in the design of each residence.

(i) Elevation Articulation and Enhancement Features. The front elevation of all homes shall contain wall plane articulation. No elevation shall be single wall plane across the entire width of the front elevation of the building. Each front elevation shall contain a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:

1. A minimum of two wall planes on the front elevation, offset a minimum of 18 inches;
2. Covered front porches or patio with a minimum size of 60 square feet;
3. A side-entry or swing-in garage entry (for garage doors that do not face the front street);
4. A garage door recessed from the primary front facade a minimum of four feet (for garage doors that face the street);
5. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);
6. Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail;
7. A combination of at least two roof types (e.g. hip and gable) or two different roof planes of varying height and/or direction;
8. Two or more masonry finishes to compliment the architectural style of the home; and
9. The addition of one or more dormers on the front elevation to compliment the architectural style of the home.

(ii) Floor Plan Variety. Floorplans will be available in single and two-story housing plans. A minimum of six (6) floorplans will be available, offering a variation of front elevations so that there is no discernable repetition in any street scape. Articulation on the front face should be used to ensure a nonrepetitive streetscene. Where building pads are interrupted by a street or open space lot of at least 50 feet in width, a plan may repeat. A plan can be repeated every third building pad (Example: Plan A 1, Plan B 1, Plan A 1, Plan B 2), although elevations shall be different on the two houses.

(iii) Roof Forms and Treatments. On buildings with pitched roofs, the minimum main roof pitch is 5:12. Lower roof pitches are acceptable on porch elements, awnings or architectural feature elements. Pitched roofs shall be clad in 30-year minimum composition shingles or low reflectivity coated metal roofing materials.

(b) Townhome Residences. All multi-unit-freestanding townhome residence buildings shall consist of 100% Masonry on all elevations. Native Stone, Brick Masonry, Stucco, and Cementitious Siding shall be deemed appropriate materials to satisfy the Masonry requirement. A variety of masonry materials is encouraged in the design of each building.

(i) Townhome Elevations & Enhancements. Street and Greenbelt elevations of all Multi-unit townhome buildings shall comply with the design standards for Elevation Articulation and Enhancement, and Roof Forms & Treatments as defined for Single Family Detached Homes and provided in the subsection above.

(ii) Townhome Building Variety. Multi-unit townhome buildings shall consist of no more than five (5) attached dwelling units. Planning with buildings of a variety of unit mixes is encouraged. Multi-unit townhome buildings consisting of five (5) dwelling units shall not adjoin one another.

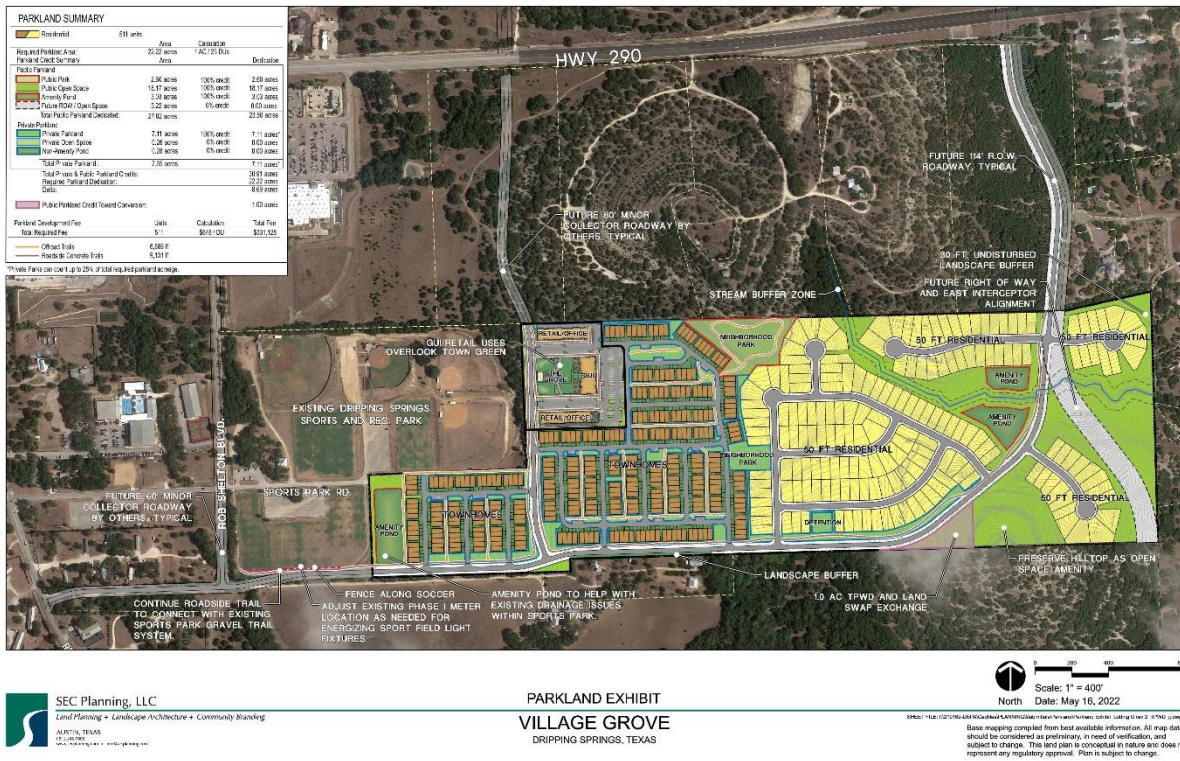
(c) Commercial and Civic Buildings:

(i) Design of all buildings for commercial or civic uses shall meet the requirements of the City Exterior Design and Architectural Standards Ordinance Sec. 24.03 of the City Code of Ordinances.

(ii) Alternative Design Standards for any building type may be developed in order to create unique or enhanced design standards with equivalent or increased aesthetic effect. The considerations and findings for approval and the approval and appeal process for an Alternative Design Standard shall be as provided in Sec. 24.03.007. Such Alternative Design Standards shall incorporate the building material preferences and incentives as defined in Sec. 24.03.053(c)

Parkland:

The Project is required to have 23.09 acres of Parkland. The Project will include approximately 23.9 net acres (and nearly 31 total acres) that will be dedicated for publicly-accessible Parkland. This dedication of the Parkland shall fulfill all parkland dedication requirements of the Project to the City, including, but not limited to the requirements of the Parkland Dedication Ordinance under the City's Code of Ordinances and any applicable requirements within the Subdivision Ordinance. The applicant has prepared a Master Parks and Open Space Plan which has been approved in concept by the City's Parks Board. The actual site development and construction plans for the project's parks will have to be reviewed by staff and affirmed by the Parks Board. Park development fees shall be paid at time of Final Platting. For transportation purposes, a land swap is in process for open space in the development's area for property in Sports and Recreation Park needed for roadway. For more details, see Parks Consultant Brent Luck's memo from the April Parks Board meeting, attached.



Highlights:

1. A minor arterial roadway will be built from Ranch Road 12 eastward to US 290. The right of way and the first two lanes will be built as a function of this project; the remaining two lanes will be built at a future date to be determined.
2. The project will feature roughly 31 acres of public and private amenity parkland and open space, programmed for both passive and active recreational opportunities.
3. The 2021 Future Transportation Plan includes necessary off-highway facility improvements, and this project will further the goals of that study with some 5,000 feet of 10-foot wide paved shared use pathways along the arterial spine road.
4. The developer has included seven acres of mixed use acreage that can be programmed with not only a public plaza, but also a civic center that could serve as a future city hall or other community/civic/institutional amenity. **Improvements on this site, including roads, will be done by separate agreement.**
5. The site features 311 attached, single-family residences which is a product type that is a conspicuous minority of dwelling in Dripping Springs. This style of residential architecture and land use provides a break from the homogeneity of detached dwellings and multi-family dwellings, and also can combat the growing challenge of affordability which threatens economic wellness of the community at-large.

Outstanding Issues for Future Consideration:

1. Parks: although the concept plan of the layout of the internal parks and the operations and maintenance of the 30+ acres of parkland have been approved by the Parks Board, the

specific site planning and construction drawings will need to be reviewed and approved by the Parks Board prior to construction activities beginning; details of the land swap and location of the parkland being consumed for right-of-way, as administered by Texas Parks & Wildlife. These items will be finalized at later stages of the development but pursuant to the Park Commission prior approvals.

2. **Civic Site Improvements, if any, on the Civic Site, will be negotiated by the City with a third party. A donation agreement for the property and a letter of intent for assistance with negotiation with a third party are a separate item on this agenda.**

Evaluation:

According to Article 30.03.007 (c)(3), the PDD shall be evaluated with respect to the following:

Article 30.03.007 (c)(3)	
a) The plan's compliance with all provisions of the zoning ordinance and other ordinances of the city.	The PDD is in compliance with all provisions of the city's code of ordinances, with the exceptions of the variance amendments requested herein.
b) The impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.	The development of the property will consume nearly 112 acres of undeveloped land, which today serves as de facto open space. The developer will offset the loss of these open space acres by retaining roughly 30 acres for active and passive recreation, and further by planting two (2) three-inch* <u>2 1/2 inch</u> caliper trees for every one-family detached residential lot, two (2) three-inch* <u>2 1/2 inch</u> caliper trees for each garden home structure, and 237 2.5-inch caliper trees along the rights of way and commercial areas for a total of 697 newly installed overstory canopy trees. By designing <i>with</i> the primary landforms found on the acreage, as opposed to <i>despite</i> the elevations, the development team has been able to reduce and/or minimize mass grading to the greatest extent possible, so that the natural, pre-development condition of the site can remain as close to intact after construction activities are complete. The city's expectation that grading alterations remain minimal is being monumented in the PDD ordinance language and table of variances as directed by the city's engineer. *to be examined, reduced caliper size proposed
c) The relationship of the development to adjacent uses in terms of harmonious design, facade treatment, setbacks, building materials, maintenance of property values, and any possible negative impacts.	The proposed development is a closely related use to the residential uses adjacent to the east, is mutually beneficial to the institutional uses to the west and furthers the goals of the future land use map by providing those exact uses called for in the existing comprehensive plan. The development is proposing design standards for the homes consistent with existing city guidelines and projects that have been approved in the city's immediate past. The standards would require 100% masonry on all

<p>residential elevations which include native stone, brick, masonry, stucco, and cementitious siding. The development will also provide variation on the front façade of all residences to ensure a nonrepetitive streetscape.</p>
<p>d) The provision of a safe and efficient vehicular and pedestrian circulation system.</p>
<p>The applicant has worked with staff to ensure safe and efficient vehicular and pedestrian circulation. The development team has had several conversations with City Staff, DAWG (2), Transportation Committee (3), and TxDOT (2) to discuss transportation improvements associated with the development. As stated above, the applicant will be installing an east/west minor arterial connection through the property from RR12 to US Highway 290 that will provide the site with adequate access, and relieve some of the volume that travels through the RR12/US290 intersection. These system improvements are substantially in compliance with the published terms of the city’s Future Transportation Plan, adopted by the Mayor & City Council in October of 2021.</p>
<p>e) The general design and location of off-street parking and loading facilities to ensure that all such spaces are usable and are safely and conveniently arranged.</p>
<p>The parking for residential uses is compatible with the city’s current parking requirements for dwellings. If any of the amenities in the project are to change, parking will be reevaluated by the Development Review Committee (City Planner, City Engineer, City Administrator, Building Official.) Parking metrics, including number of parking spaces, locations, and assigned uses will be finally determined in the joint use agreement associated with the 7-acre mixed use site.</p>
<p>f) The sufficient width and suitable grade and location of streets designed to accommodate prospective traffic and to provide access for firefighting and emergency equipment to buildings.</p>
<p>The applicant is proposing efficient traffic circulation and will be required to comply with fire code in order to provide adequate access to the structures. The transportation plan meets the satisfaction of the city’s transportation committee and furthers the goals and minimum standards of the city’s Transportation Master Plan. Finally, the development of this property, and the associated roadway extension from the northeast corner to US290 creates the opportunity for an additional emergency services access to The Preserve subdivision, off-site to the northeast of this project.</p>
<p>g) The coordination of streets to arrange a convenient system consistent with the transportation plan of the city.</p>
<p>The applicant has worked with staff to ensure that roadway network system within the development is compatible with the city’s recently adopted Transportation Master Plan. The current transportation plan extends a minor, 2-lane arterial from RR12 to US Highway 290, which will be expanded to 4-lanes when conditions warrant. The proposed transportation plan proposes an off-site north/south connection to directly link the 7-acre mixed-use site with US290 at Lone Peak as well. These new thoroughfares will ensure that there is proper safety and adequate circulation for vehicles and pedestrian traffic despite being added to an existing regional system that is intermittently at- or over capacity.</p>
<p>h) The use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site</p>

design.
The applicant is proposing landscape buffer screens for adjacent residential lots to the south and to the east, including a decorative wall along the south boundary with the five-acre residential property to the south. Within the development the applicant is proposing fencing up to 8 feet in height along any collector or arterials streets to provide a buffer from the adjacent residential lots.
i) Exterior lighting to ensure safe movement and for security purposes, which shall be arranged so as to minimize glare and reflection upon adjacent properties.
The development will comply with the city’s lighting ordinance.
j) The location, size, accessibility, and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses
The applicant presented their Parkland Dedication to the Parks Commission on April 4, 2022. The Parks Commission voted to recommend approval of the Parkland dedication. Once created, site development plans for the construction of the parks in the project will need review and approval by the Parks Commission.
k) Protection and conservation of soils from erosion by wind or water or from excavation or grading.
The applicant will be required to conform to all ordinances as well as State regulations regarding conservation and erosion control at the time of development.
l) Protection and conservation of watercourses and areas subject to flooding.
There is only a minor water course known to cause stormwater flood issues, and it’s an off-site channel that traverses the Sports and Recreation Park soccer fields. The applicant will re-design the previous stormwater facility, and create a new water quality detention pond that will capture not only their own stormwater runoff, but intercept that which is currently causing flood conditions inside the park.
m) The adequacy of water, drainage, sewerage facilities, solid waste disposal, and other utilities necessary for essential services to residents and occupants.
The applicant is in the process of negotiating a wastewater and water agreement with the City in order to secure LUEs for the site. Furthermore, the applicant will provide all utilities and facilities required of the development and they will be constructed in accordance with the public improvement plans. The development will also manage drainage, providing stormwater detention and water quality facilities per City and TCEQ regulations.
n) Consistency with the comprehensive plan.
The comprehensive plan and future land use plan designates the area as medium density residential which allows for a smaller lot residential development. Though the development is primarily residential it will feature approximately seven acres of mixed use that is harmonious with existing adjacent uses.

Commission Recommendations:	<p>The DAWG’s primary concern was the overall plan for traffic circulation, especially in light of the project’s adjacency to Sports & Rec Park to the west.</p> <p>The Transportation Committee recommended approval at the</p>
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	<p>April 2022 meeting;</p> <p>The Parks & Recreation Commission recommended approval at their April 4, 2022 meeting; and</p>
Actions by Other Jurisdictions/Entities:	<p>TxDOT has reviewed the drive connections and has agreed to work with the City and Developer on finalizing the connections.</p>
Previous Action:	<p>The City approved a consent to MUD (a financing mechanism) for the project in October of 2021, and formally approved the annexation of the property effective February 2022. Some of the more major highlights from that agreement include:</p> <ul style="list-style-type: none"> • Up to 531 residential units (4.7 units per acre) • 351 single-family townhome and duplex units • Up to 180 50-ft single family units • Retail, parkland, and GUI on site • 100% masonry and façade regulations • Approval of 23.9 acres of open space and parkland plus a town green in an up to 6.4 civic site with potential retail uses and including a centrally located park for the residents • Includes easement for roadway to 290 that includes a wastewater easement for the East Interceptor <p>At their regular May 24th meeting, the Planning Commission held a Public Hearing, heard testimony from the applicant, and received staff’s report on the request. After discussion related to previous reviews and comments from Dripping Springs’ volunteer committees and working groups, the commissioners voted to approve the project, as submitted, pursuant to the ancillary agreements (wastewater utility, off-site road, civic site uses and programming) being finally prepared and ready for simultaneous approval by the Council. The vote was 6-0-1 in favor (James abstain).</p>
Recommended Action:	<p>Staff recommends that the Mayor and City Council vote to approve the proposal as presented. Details in the PDD Ordinance language, and the associated specialty agreements have been finalized to staff’s satisfaction.</p>
Alternatives/Options:	<p>Postponement to a date certain; or deferral of the item back to a contributing Board, Commission, or working group; or deny as presented.</p>
Budget/Financial Impact:	<p>The City will gain additional property tax, roads, trails, utility infrastructure, an as-yet undetermined amount of civic acreage, a partial park development fee, and various</p>

	development fees.
Attachments:	<ul style="list-style-type: none"> - Proposed Planned Development District - Exhibits - Staff Report - Public comments
Related Documents at City Hall:	Zoning Application. A separate link with back up information has been provided to City Council by email.
Public Notice Process:	Notice for the May 24, 2022 and June 7, 2022 public hearings were published in the newspaper and on the City’s Website. City’s Website was updated to include the consideration date of June 21, 2022.
Public Comments:	Yes, please see the exhibits attached to this agenda.
Enforcement Issues:	N/A
Comprehensive Plan Element:	This property is listed as Medium Density Residential on the Future Land Use Map.

**PLANNED DEVELOPMENT DISTRICT No. 14:
Village Grove**

Planned Development District Ordinance
Approved by the Planning & Zoning Commission on:
_____, 2022
Approved by the City Council on:
_____, 2022

THIS PLANNED DEVELOPMENT DISTRICT ORDINANCE (“Ordinance”) is enacted pursuant to City of Dripping Springs Code of Ordinances, Article 30.3.

WHEREAS, the Owner is the owner of certain real property consisting of approximately 112 acres located within the City Limits of the City of Dripping Springs (“City”), in Hays County, Texas, commonly known as “Village Grove” and as more particularly identified and described in *Exhibit “A”* (the “Property”) to *Attachment “A”*; and

WHEREAS, the Property will be subdivided and developed by Owner, its affiliates or their successors and assigns, for construction and use in general accordance with the PD Master Plan shown as *Exhibit “B”* to *Attachment “A”*; and

WHEREAS, the Owner, its affiliates or their successors and assigns intends to develop a master-planned community that will include a mix of land uses, together with parkland and roadway connections described herein;

WHEREAS, The City has approved the applications for annexation of the Property into the City as well as the Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1 (the “MUD Consent”);

WHEREAS, the Owner has submitted an application to the City to rezone the Property to Planned Development District (“PDD”), designating it “PDD – 14”; and

WHEREAS, after public notice, the Planning and Zoning Commission conducted a public hearing and recommended approval on _____, 2022; and

WHEREAS, pursuant to the City’s Planned Development Districts Ordinance, Article 30.03 of the City’s Code of Ordinances (the “PD Ordinance”), the Owner has submitted a PD Master Plan that conceptually describes the Project, which is attached to this Ordinance as *Exhibit “B”* to *Attachment “A”*; and

WHEREAS, this Ordinance, PD Master Plan, and the Code of Ordinances shall be read in harmony, will be applicable to the Property, and will guide development of the Property; and

WHEREAS, the City Council has approved the annexation of the Property, this proposed Ordinance, the PD Master Plan, and the Annexation and Development Agreement for Village Grove and has determined that it promotes the health, safety, and general welfare of the citizens of Dripping Springs; complies with the intent of the City of Dripping Springs Comprehensive Plan; and is necessary in light of changes in the neighborhood; and

WHEREAS, the City Council finds that this proposed Ordinance ensures the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes under Code §30.03.004: provides for a superior design of lots or buildings; provides for

increased recreation and/or open space opportunities for public use; provides amenities or features that would be of special benefit to the property users or community; protects or preserves natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, hills, viewscales, and wildlife habitats; protects or preserves existing historical buildings, structures, features or places; provides an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and meets or exceeds the present standards of this article;

WHEREAS, the City Council is authorized to adopt this Ordinance in accordance with Texas Local Government Code Chapters 51 and 211; and

WHEREAS, the Ordinance has been subject to public notices and public hearings and has been reviewed and approved by the City's Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Dripping Springs:

1. FINDINGS OF FACT

The City Council finds that the facts and matters in the foregoing recitals are true and correct; and, are hereby incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

- A. Zoning District Created.** PDD – 14 is hereby established consistent with *Attachment "A,"* which is attached hereto and incorporated into this Ordinance for all intents and purposes. Code of Ordinances Chapter 30, Exhibit A [Zoning Ordinance], § 3.1 [Zoning Districts] is hereby amended to add the zoning district identified as PDD – 14.
- B. Zoning Map Amended.** The official zoning map of the City is hereby amended to demarcate the boundaries of PDD – 14 consistent with the boundaries of the Property delineated in the Property Legal Description, *Exhibit "A"* to *Attachment "A"*.
- C. PD Master Plan Approved.** The PD Master Plan attached as *Exhibit "B"* to *Attachment "A"* is hereby approved. The PD Master Plan, together with *Attachment "A"*, constitutes the zoning regulations for the Project. All construction, land use and development of the Property must substantially conform to the terms and conditions set forth in the PD Master Plan, this Ordinance, *Attachment "A"* and the exhibits. The PD Master Plan is intended to serve as a guide to illustrate the general vision and design concepts. The PD Master Plan is to serve as the conceptual basis for the site plan(s) subsequently submitted to the City seeking site development permit approval. This approval shall not be interpreted as approval of a variance, utility sources, or other site plan or plat requirements without specific reference in the ordinance or variance chart, or in future approvals.

D. Administrative Approval of Minor Modifications. In order to provide flexibility with respect to certain details of the development of the Project, the City Administrator is authorized to approve minor modifications. Minor modifications do not require consent or action of the Planning & Zoning Commission or City Council. Examples of minor modifications include slight adjustments to the internal street and drive alignments in accordance in Section 2.7.2 Roadway Alignments; building envelopes; number of buildings; orientation of buildings; and adjustments that do not result in overall increases to traffic, density, or impervious cover. Changes that affect the lotting plan shall not be minor unless the change does not affect the maximum number of lots or the maximum number of lots of certain widths. Adjustments of lot locations shall not be minor unless the relocated lots are adjacent to previous locations. The City Administrator may approve minor modifications in writing following consultation with the Development Review Committee. Any appeal of the City Administrator’s determination regarding whether or not a change is a minor modification may be appealed by any aggrieved party to the Board of Adjustment.

E. Code of Ordinances. The Code of Ordinances shall be applicable to the Project, except as specifically provided for by this Ordinance, *Attachment “A”*, or the PD Master Plan.

F. Resolution of Conflicts. The documents governing the PDD should be read in harmony to the extent possible. If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.

G. Attachments and Exhibits Listed. The following attachment and exhibits thereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

Attachment “A” – Planned Development District No. 14 and Zoning Map

- Exhibit A** **Property Legal Description and Survey**
- Exhibit B** **PD Master/Concept Plan**
- Exhibit C** **Parks, Trails and Open Space Plan**
- Exhibit D** **Lotting Plan**
- Exhibit E** **PD Code Modifications Chart**
- Exhibit F** **PD Street Standards**
- Exhibit G** **Water Quality Buffer Zones**
- Exhibit H** **PD Phasing Plan**
- Exhibit I** **PD Uses Chart**

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. PENALTY

Any person, firm, association or persons, company, corporations or their agents or employees violating or failing to comply with any of the provisions of this Ordinance may be subject to a fine pursuant to Section 54.001 of the Texas Local Government Code, upon conviction of not more than Two Thousand Dollars (\$2,000.00). The foregoing fine may be cumulative of other remedies provided by State law, and the power on injunction as provided by Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this Ordinance whether or not there has been a complaint filed.

6. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapters 52 and 211 of the Texas Local Government Code.

8. EFFECTIVE DATE

This Ordinance shall be effective immediately upon approval by the City Council and publication as required by law.

PASSED & APPROVED this, the _____ day of _____, 2022 by a vote of ___ (*ayes*) to (*nays*) to ___ (*abstentions*) of the City Council of Dripping Springs.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment “A”

City of Dripping Springs

CODE OF ORDINANCES

ARTICLE 30.03: PLANNED DEVELOPMENT DISTRICTS

PLANNED DEVELOPMENT DISTRICT NO. 14:

ARTICLE I. GENERAL PROVISIONS

- 1.1. **Popular Name.** This Chapter shall be commonly cited as the “PDD – 14 Ordinance”, also referred to as “this Ordinance” herein.
- 1.2. **Scope.** This Ordinance applies to the Property.
- 1.3. **PD Master Plan.** The PD Master Plan has been approved by the City and shall guide permitting, development and use of the Property.
- 1.4. **Definitions.** Words and terms used herein shall have their usual meaning except as they may be specifically defined herein, or, if capitalized and not defined herein, as defined in the Code (hereinafter defined):

Applicable Rules: The City’s rules, ordinances, and regulations in effect as of _____, 2022, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the City with respect to the development of the Property, as set forth on *Exhibit E*”, and (iii) any additional restrictions or regulations agreed to by the Developer in writing.

City: The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.

City Administrator or Administrator: The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator and City Administrator’s designee.

City Architect: The licensed professional Architect, or firm of licensed professional consulting Architects, that have been specifically employed by the City to assist in

architectural and exterior design-related matters. This term shall also apply if the City retains a person to perform the functions of City Architect as an official City employee.

City Council: The governing body of the City of Dripping Springs, Texas.

City Engineer: The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.

Code, City's Code of Ordinances or City of Dripping Springs Code of Ordinances: The entirety of the City's ordinances, regulations and official policies in effect as of _____, 2022 except as modified by the Project Approvals and variances granted under the Development Agreement and this Ordinance. The Sign Ordinance shall be the version at the time the Master Sign Plan is submitted to the City. This term does not include Zoning or Building Codes, Sign Ordinance, the Water Quality Protection Ordinance or regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.

Exterior Design and Architectural Standards Ordinance: Article 24.03, Exterior Design and Architectural Standards, of Chapter 24, Subdivisions and Site Development of the City of Dripping Springs Code of Ordinances.

Dripping Springs Technical Criteria: The criteria adopted in Article 28.07 of the City of Dripping Springs Code of Ordinances that includes technical criteria standard specifications and adopted in Ordinance 2019-39 and as modified.

Effective Date: The Effective Date of this Ordinance shall be the date of approval by the City Council and publication as required by law.

Homeowners Association: A community group that is organized with respect to the Property in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. The group may take the form of a Home Owners Association or Property Owners Association.

Impervious Cover: Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration as determined by City Engineer. For purposes of compliance with this document, the term expressly excludes storage tanks for rainwater collection systems.

Impervious Cover Percentage: The percentage calculated by dividing the total acres of impervious cover on the Property by the total number of acres included in the Property.

Landscaping Ordinance: Article 28.06, Landscaping and Tree Preservation, of Chapter 28, Subdivisions and Site Development of the City of Dripping Springs Code of Ordinances.

MUD Consent: Agreement Concerning Creation and Operation of dripping Springs

Municipal utility District No. 1.

Offsite Road Agreement: The Offsite Road Agreement between the City and Owner.

Outdoor Lighting Ordinance: Article 24.06, Outdoor Lighting, of Chapter 24 of the City of Dripping Springs Code of Ordinances.

Owner: Dripping Springs Partners, LLC., a Texas limited liability company, and 740 Sports Park, LLC, a Texas limited liability company, and their respective successors and assigns as subsequent owners of any portion of the Property.

Project: A land use and development endeavor proposed to be performed on the Property, as provided by this Ordinance and generally depicted on the PD Master Plan on *Exhibit B*”.

Project Approvals: The approvals, waivers and exceptions to the Applicable Rules approved by the City with respect to the development of the Property, as set forth on *Exhibit E*”.

Property: The land as more particularly described in *Exhibit “A”*.

RR 12 Roadway Improvements: The road improvements to the intersection of Ranch Road 12 and Wild Ridge Blvd. as described in the Offsite Road Agreement.

TCEQ: The Texas Commission on Environmental Quality, or its successor agency.

TIA: Traffic Impact Analysis, as specified in Chapter 28, Article 28.02: Exhibit A-Subdivision Ordinance, Section 11.11 of the Dripping Springs Code of Ordinances.

TxDOT: The Texas Department of Transportation or its successor agency.

Water Quality Protection Ordinance: Article 22.05 of Chapter 22, General Regulations of the Code.

ARTICLE II. DEVELOPMENT STANDARDS

- 2.1. **General Regulations.** Except as otherwise provided in this Ordinance and the PD Master Plan, the Property shall be governed by the site regulations and development standards contained in the Code of Ordinances.
- 2.2. **Phasing.** The Property may be developed in phases. The Project is intended to be developed in phases as shown on *Exhibit “H”*. Owner may change the phasing of development from time to time in response to market conditions or other factors. Phases may be developed concurrently. Construction Plans shall be submitted to the City for approval with each phase. Each plat filed with the City shall contain parkland required for that phase and parkland for the entire Land shall be submitted by separate exhibit with each plat application including the amount associated with prior platted areas and the amount

associated with the area subject to such plat. The chart shall also show the average lot size computation for the Land as a whole and resulting from the plat and prior platted areas. In addition, an impervious cover and LUE tracking chart shall be submitted as an exhibit with each plat filed indicating the amount of impervious cover proposed for the entire Land, the amount associated with prior platted areas and the amount associated with the area subject to such plat.

2.3. Permitted Uses.

2.3.1. Base Zoning: The base zoning district for the (i) townhome portion of the Property shall be SF-5, (ii) the single family lots portion of the Property shall be SF-3; (iii) commercial and civic center portion of the Property shall be Local Retail (LR).

2.3.2. Allowed Uses: Those uses listed in the PD Uses Chart attached as *Exhibit "I"* are hereby permitted by right within the Project.

2.4. Design Specifications:

2.4.1 Impervious Cover. The Property may be developed with an Impervious Cover Percentage that does not exceed 60% over the entire Project. Owner may apportion such limits as it deems desirable so long as the overall limitation herein specified is not exceeded.

2.4.2 Maximum Residential Density: The overall density of the residential portion of the Project will be a maximum of 4.7 dwelling units per acre, composed of up to 351 single family townhome units and 180 single family detached lots.

2.4.3 Minimum Lot Area: The residential single family detached lots shall have a minimum area of five thousand (5,000) square feet each with a width at street frontage of 50 feet. The townhouse units will be condominiums that are single-family dwellings and shall have a minimum length of two dwelling units, and shall not exceed 200 feet in length or the width of five attached units, whichever is less. Townhouse condominium will be subject to the City's SF 5 zoning classification except as shown on *Exhibit E*. The commercial and GUI lot area shall comply with Local Retail zoning district.

2.4.4 Building Height.

a. Single family detached residential units shall not exceed a height of 2½ stories or 40 feet, whichever is less, measured from the average elevation of the existing grade of the unit to the highest point of a flat or multi-level roof or as defined in Section 28.05.004 of the 2017 City of Dripping Springs Code of Ordinances. Townhouse units shall not exceed a height of 3 stories or 50 feet, whichever is less, measured from the average elevation of the finished grade of the unit to the highest point of a flat or multi-level roof or as defined in Section 28.05.004 of the 2017 City of Dripping Springs Code of Ordinances.

b. Building within the LR District shall not exceed a height of 3 stories or 50 feet, whichever is less, measured from the average elevation of the finished grade of the building to the highest point of a flat or multi-level roof or as defined in Section 28.05.004 of the 2017 City of Dripping Springs Code of Ordinances. Notwithstanding the building may have a height of up to 55ft with approval of the City Administrator.

2.4.5 Residential (including Townhouse) Setbacks. Residential building setbacks shall be as follows:

a. Minimum Front Yard: Residential building setbacks shall be ten (10) feet from the street right of way.

b. Minimum Side Yard: Residential building setbacks shall be five (5) feet; provided, however corner lots will be set back a minimum of ten (10) feet from the street right of way.

c. Minimum Rear Yard: Residential building setbacks shall be ten (10) ten feet.

d. Minimum Setback for Accessory Building: For residential uses five (5) feet; no accessory buildings or structures are permitted in any residential front yard.

e. Maximum Height of Fence: Six (6) feet; provided, however, that the Property may have an eight (8) foot maximum height of fence where separating residential lots from adjacent arterial or collector roads. All fences shall provide a finished face to abutting streets and these fences shall not conflict with sight triangles at street intersections or obstruct views from adjacent driveways. No fence shall extend into the front Street Yard, nor shall there be artificial mounding of soil to increase the fence height.

f. Buffer areas and Setbacks: The buffer along such shared boundary shall meet the requirements in City Ordinance Section 28.06.052 – Landscape Buffers.

2.4.6 Commercial Setbacks: Commercial building setbacks shall be as approved by the City Administrator at the time of Site Development Permit.

2.4.7 Cut & Fill. Improvements requiring a site development permit will be held to no more than 16 feet of cut or fill; however, fill placed under foundations with sides perpendicular to the ground need not comply with this requirement. No cut shall be greater than 16 feet, except for structural excavation for building foundations, which must be approved by City Engineer. To be allowable, the City Engineer must first review and approve the structural stability, the aesthetics, and the erosion prevention techniques to be utilized for all cuts and fills exceeding six feet (6') of depth. Cut and fill requirements shall not apply to either right-of-way or residential development; further, cut and fill requirements may exceed the maximum amounts to construct offsite roadways and detention ponds associated with the offsite

roadways.

2.4.8 Parking.

a. Residential Parking: Development of the Property shall include parking at a minimum of two garage spaces per residence and townhouse. There shall be parking along only one side of each internal local street and such side will be the side where there are no fire hydrants; sufficient “no parking” signs will be placed on the curbs in addition to red paint signifying the “Not Parking” Fire Lane. If fire hydrants are on both sides of the street, then parking shall be allowed on only one side and sufficient “no parking” signs and painted curb shall extend past either side of the hydrant.

b. Commercial Area Parking: Parking shall be provided for the commercial area; the number of parking spaces within the Commercial Area shall be determined in accordance with the City ordinances and the proposed use of the commercial spaces. The total number of parking stalls for the commercial area may be determined by a shared use parking study provided by Owner and accepted by City.

2.4.9 Exterior Design and Architectural Standards:

Design of all buildings shall meet the requirements of the City Exterior Design and Architectural Standards Ordinance Sec. 24.03 of the City Code of Ordinances, except as specifically provided in the subsections below. Design review and approval process shall be as defined in Sec. 24.03.012.

(a) **Single Family Detached Residences.** All residences shall consist of 100% Masonry on all elevations. Native Stone, Brick Masonry, Stucco, and Cementitious Siding shall be deemed appropriate materials to satisfy the Masonry requirement. A variety of masonry material is encouraged in the design of each residence.

(i) **Elevation Articulation and Enhancement Features.** The front elevation of all homes shall contain wall plane articulation. No elevation shall be single wall plane across the entire width of the front elevation of the building. Each front elevation shall contain a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:

1. A minimum of two wall planes on the front elevation, offset a minimum of 18 inches;
2. Covered front porches or patio with a minimum size of 60 square feet;
3. A side-entry or swing-in garage entry (for garage doors that do not face the front street);
4. A garage door recessed from the primary front facade a minimum of four feet (for garage doors that face the street);
5. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);

6. Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail;
 7. A combination of at least two roof types (e.g. hip and gable) or two different roof planes of varying height and/or direction;
 8. Two or more masonry finishes to compliment the architectural style of the home; and
 9. The addition of one or more dormers on the front elevation to compliment the architectural style of the home.
- (ii) **Floor Plan Variety.** Floorplans will be available in single and two-story housing plans. A minimum of six (6) floorplans will be available, offering a variation of front elevations so that there is no discernable repetition in any street scape. Articulation on the front face should be used to ensure a nonrepetitive streetscene. Where building pads are interrupted by a street or open space lot of at least 50 feet in width, a plan may repeat. A plan can be repeated every third building pad (Example: Plan A 1, Plan B 1, Plan A 1, Plan B 2), although elevations shall be different on the two houses.
- (iii) **Roof Forms and Treatments.** On buildings with pitched roofs, the minimum main roof pitch is 5:12. Lower roof pitches are acceptable on porch elements, awnings or architectural feature elements. Pitched roofs shall be clad in 30-year minimum composition shingles or low reflectivity coated metal roofing materials.

(b) Townhome Residences:

All multi-unit-freestanding townhome residence buildings shall consist of 100% Masonry on all elevations. Native Stone, Brick Masonry, Stucco, and Cementitious Siding shall be deemed appropriate materials to satisfy the Masonry requirement. A variety of masonry materials is encouraged in the design of each building.

- (i) **Townhome Elevations & Enhancements.** Street and Greenbelt elevations of all Multi-unit townhome buildings shall comply with the design standards for Elevation Articulation and Enhancement, and Roof Forms & Treatments as defined for Single Family Detached Homes and provided in the subsection above.
- (ii) **Townhome Building Variety.** Multi-unit townhome buildings shall consist of no more than five (5) attached dwelling units. Planning with buildings of a variety of unit mixes is encouraged. Multi-unit townhome buildings consisting of five (5) dwelling units shall not adjoin one another.

(c) Commercial and Civic Buildings:

- (i) Design of all buildings for commercial or civic uses shall meet the requirements of the City Exterior Design and Architectural Standards Ordinance Sec. 24.03 of the City Code of Ordinances.

- (ii) Alternative Design Standards for any building type may be developed in order to create unique or enhanced design standards with equivalent or increased aesthetic effect. The considerations and findings for approval and the approval and appeal process for an Alternative Design Standard shall be as provided in Sec. 24.03.007. Such Alternative Design Standards shall incorporate the building material preferences and incentives as defined in Sec. 24.03.053(c)

2.4.10 Parkland: The Project is required to have 22.22 acres of Parkland. The Project will include approximately 30.91 net acres that will be dedicated for Parkland, the area being shown more fully shown on *Exhibit "C"* attached hereto and incorporated herein for all purposes (the "Parkland"). This dedication of the Parkland shall fulfill all parkland dedication requirements of the Project to the City, including, but not limited to the requirements of the Parkland Dedication Ordinance under the City's Code of Ordinances and any applicable requirements within the Subdivision Ordinance. Owner has prepared a Master Parks and Open Space Plan which has been approved by City. The Park Development Fees in Section 28.03.010 of the Applicable Rules shall be paid at time of Final Platting.

2.5. Parks, Trails and Open Space. Parkland and open space and associated improvements shall be in accordance the standards shown on *Exhibit "C"* attached hereto. A Master Parks and Trails Plan shall be submitted to the City for approval prior to approval of the first preliminary plat for the Project. The Master Parks and Trails Plan shall address all issues regarding public dedication, public access, and maintenance including finalizing the location of parks, amenities, trails, and trail connections to adjacent properties. The Park Development Fee shall be paid upon approval of the final plat of the Property.

2.6. Access.

2.6.1 Traffic Impact Analysis. Owner has provided to the City, and the City has approved the Traffic Impact Analysis.

2.6.2 Roadway Alignments: The roadway alignments shown on the PD Master Plan are approved by the City. All roadways and driveways not shown on the PD Master Plan shall be subject to the approval of the City Administrator, which approval shall not be unreasonably withheld.

2.6.3 12 Roadway Improvements Construction Reimbursement: Owner shall construct the RR 12 Roadway Improvements and the City shall reimburse Owner for such construction, all as described in the Offsite Road Agreement. A portion of the money used to reimburse Owner shall be all of the reuse fees collected by the City from the Project

2.7. Street Standards. The standards for the various street widths and related landscaping and walkways are depicted on *Exhibit "F"*.

- 2.8. Utilities.** All proposed utilities within the Property will be located underground (other than above-ground appurtenances to such underground utilities and the utility provider’s three phase electric lines providing service to the entire Project). All other issues related to utilities shall be finalized by separate agreement.
- 2.9. Lighting and Signage.** All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the City’s Code of Ordinances (“Outdoor Lighting Ordinance”), as may be amended, from time to time. To the extent any portion of the Agreement conflicts or is inconsistent with the Outdoor Lighting Ordinance, the Outdoor Lighting Ordinance shall control. Owner, homeowners, end users and/or a Property Owner Association will be required to operate and maintain the lighting within the Project according to the Applicable Rules. Owner agrees that the CCR’s for the Project shall reinforce this provision and be applied to all construction and builders. A Master Sign Plan shall be submitted for City approval prior to the placement of any signs that are not in compliance with either (i) the City’s Sign Ordinance or (ii) the variances described in the PD Modifications Chart attached hereto as *Exhibit “E”*.
- 2.10. Water Quality Buffer Zones.** The Water Quality Buffer Zones are depicted on *Exhibit “G”*.
- 2.11. Water Quality:** Owner agrees to implement and comply with the City's Water Quality Protection Ordinance in place on the Effective Date except as modified by this Ordinance or by specific variance.
- 2.12. Tree Replacement Plan.**

2.12.1. Subject to 2.12.1.2, the Tree Replacement Plan shall be in accordance to the City of Dripping Springs Code of Ordinances – Chapter 28, Article 28.06 Landscaping and Tree Preservation.

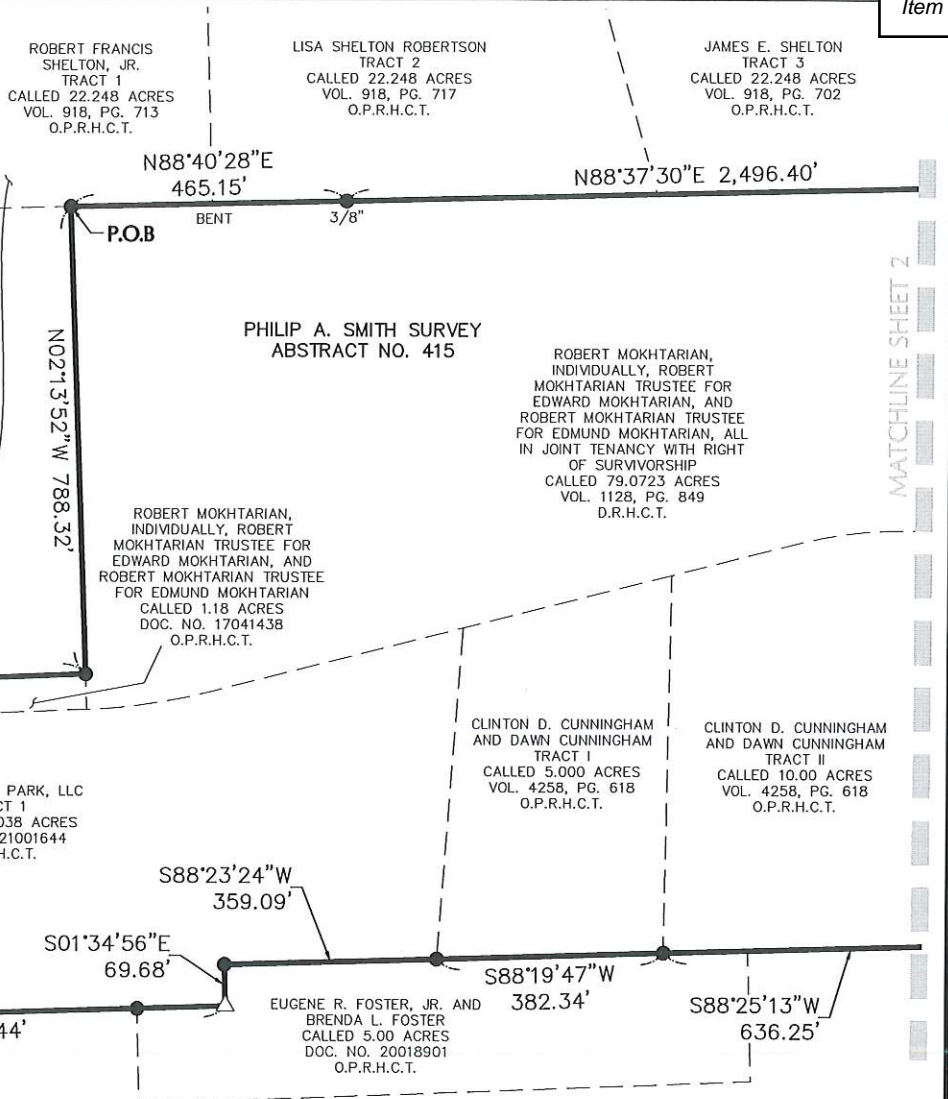
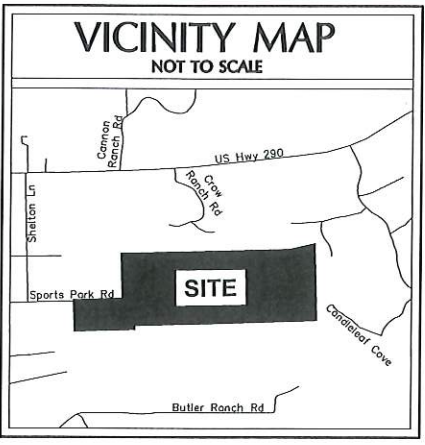
2.12.2 The cash-in-lieu fee requirements are determined to be \$539,400. There will be 89.9 acres of Disturbed Trees (89.9 acres times \$6,000 equals \$539,400). Owner shall receive credit against the cash-in-lieu fees equal to the following:

- 180 lots with two 2.5-inch caliper size trees at \$830.00 per tree for a total lot credit of \$134,460, plus
- 81 townhome buildings with two 2.5-inch caliper size trees at \$830.00 per tree for a total lot credit of \$134,460, plus
- 237 2.5-inch caliper size trees to be located in the boulevards and commercial center at 830.00 per tree for a total of \$196,710.

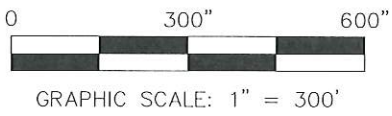
The combined total credit will be \$629,970. The total cost of tree replacements in the Tree Replacement Plan exceeds the minimum the total cost per acre of disturbance in the Tree Removal Plan.

2.12.3 (a) Landscaping for the Project should be installed at an appropriate time of year, to maximize the survivability of the material being planted. If the infrastructure construction activities are completed, save for the installation of trees, shrubs, ornamental ground covers, perennials, and annuals, from March 1 thru September 1, the City Administrator, or designee, at the option of Owner, may accept a fiscal deposit of the amount equal to the cost of purchasing and installing these materials in lieu of the installation of trees and other landscaping required for the issuance of a certificate of occupancy or certificate of completion, as appropriate; or, the City Administrator may accept an escrow equal to the cost of purchasing and installing the trees and other required landscaping. The City shall only accept the fiscal deposit or escrow if an erosion control plan consistent with section 28.04.016 of the Code has been reviewed and accepted by the City Administrator. Failure to maintain and adhere to an approved erosion control plan during the period March 1 – Sept. 1 shall be deemed a violation and the fines and penalties under section 28.06.009 of the Code shall apply.

- (b) Upon the request that the City accept a fiscal deposit in lieu shall provide the City Administrator with written documentation from an entity that sells trees and landscaping the cost of purchasing and installing the trees and other landscaping required by the Code.
- (c) If no cost for the installation of trees and landscaping required by the Code is provided to the City, the City shall require a fiscal deposit equal to 66% of the cost of the trees and landscaping to be delivered to the City as the installation cost in addition to the cost to purchase the trees and landscaping.
- (d) Any fiscal deposits for trees and landscaping paid to the City pursuant to this section shall be held in escrow. The escrow may be drawn upon by the City to implement tree and landscaping requirements for the depositing property owner, or the funds shall be released by the City to the depositing property owner or his/her/its designee to implement tree and landscaping requirements within 30 days of drawing upon the escrow. Failure to implement the tree and landscaping requirements within 30 days of release of the fiscal deposit to the depositing property owner shall be deemed a violation and the fines and penalties under section 28.06.009 of the Code shall apply.
- (e) Whenever necessary to enforce any provision of this section or implement tree and landscaping requirements on the depositing property owner's property, City staff, or the City's contractor, may enter upon depositing property owner's property at any reasonable time to inspect or perform any duty imposed by this section until such time the complete landscape package has been installed and accepted by the City. If entry is refused, the City shall have recourse to every remedy provided by law and equity to gain entry.
- (f) The City is the custodian of any cash funds or bonds on deposit in the property owner's escrow account. The City has a fiduciary duty to the depositing property owner and may dispose of the escrowed funds only in accordance with this section.



LEGEND	
	SUBJECT PROPERTY LINE
	ADJOINER PROPERTY LINE
	APPROXIMATE SURVEY LINE
	1/2" IRON ROD FOUND [UNLESS NOTED]
	NAIL FOUND
	COTTON SPINDLE FOUND
AC.	ACRES
P.O.B.	POINT OF BEGINNING
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
R.P.R.H.C.T.	REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS, HAYS COUNTY, TEXAS



CONTROL NOTE:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.000077936
UNITS: US SURVEY FEET.

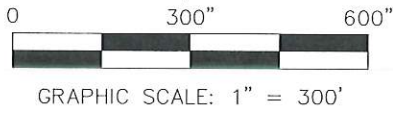
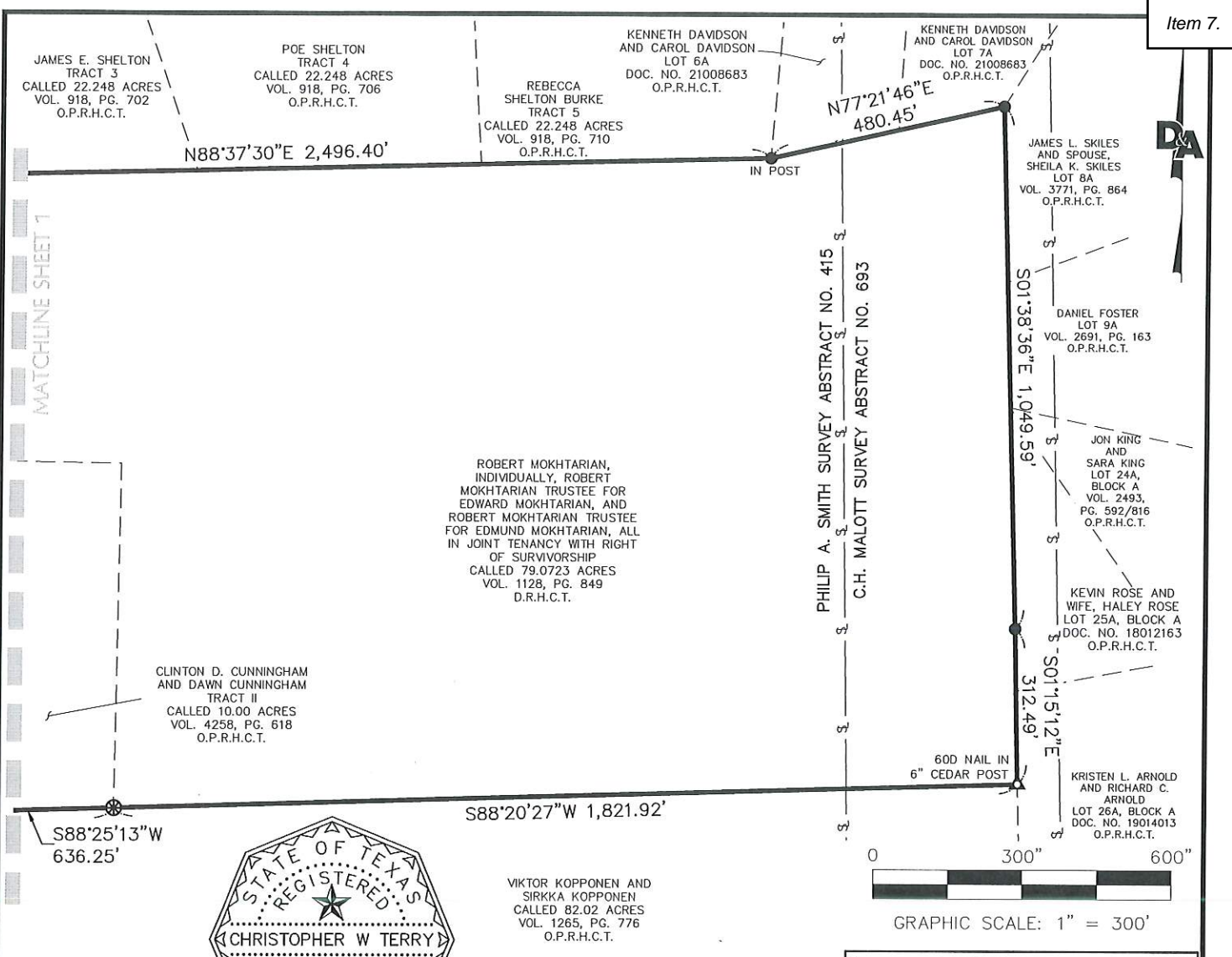
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

Village Grove
CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS

Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPELS Firm Number: 10105800

Date:	01/10/2022
Scale:	1" = 300'
Drawn by:	JRT
Reviewer:	CWT
Project:	2306-001
Sheet:	5 OF 6
Field Book:	---
Party Chief:	JMS
Survey Date:	11/24/2021

Item 7.



THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

CONTROL NOTE:
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Christopher W. Terry
CHRISTOPHER W. TERRY DATE 01/10/2022
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6649
DOUCET & ASSOCIATES, INC.
CTERRY@DOUCETENGINEERS.COM

LEGEND	
	SUBJECT PROPERTY LINE
	ADJOINER PROPERTY LINE
	APPROXIMATE SURVEY LINE
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	NAIL FOUND
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Field Book:	---
Party Chief:	JMS
Survey Date:	11/24/2021



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

Doucetengineers.com

112.4 Acre Tract
Hays County, Texas

D&A Job No. 2306-001
January 10, 2022

DESCRIPTION
For a 112.4-Acre

BEING A 112.4-ACRE TRACT OUT OF THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693 AND THE PHILIP A. SMITH SURVEY, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 112.4-ACRE TRACT BEING COMPRISED OF FIVE (5) TRACTS OF LAND: 1) A CALLED 79.0723-ACRE TRACT, DESCRIBED AS TRACT 1, CONVEYED TO ROBERT MOKHTARIAN, INDIVIDUALLY, ROBERT MOKHTARIAN TRUSTEE FOR EDWARD MOKHTARIAN, AND ROBERT MOKHTARIAN TRUSTEE FOR EDMUND MOKHTARIAN, ALL IN JOINT TENANCY WITH RIGHT OF SURVIVORSHIP, RECORDED IN VOLUME 1128, PAGE 849 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], 2. A CALLED 1.18-ACRE TRACT, DESCRIBED AS TRACT 2, CONVEYED TO ROBERT MOKHTARIAN, INDIVIDUALLY, ROBERT MOKHTARIAN TRUSTEE FOR EDWARD MOKHTARIAN, AND ROBERT MOKHTARIAN TRUSTEE FOR EDMUND MOKHTARIAN, RECORDED IN INSTRUMENT NO. 17041438 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], 3. A CALLED 17.038-ACRE TRACT, DESCRIBED AS TRACT 1, CONVEYED TO 740 SPORTS PARK, LLC, RECORDED IN DOCUMENT NO. 21001644, O.P.R.H.C.T., 4. A CALLED 5.000-ACRE TRACT, DESCRIBED AS TRACT 1, CONVEYED TO CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM, RECORDED IN VOLUME 4258, PAGE 618, O.P.R.H.C.T. AND 5. A CALLED 10.00-ACRE TRACT, DESCRIBED AS TRACT II, CONVEYED TO CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM, RECORDED IN VOLUME 4258, PAGE 618, O.P.R.H.C.T., SAID 112.4-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the northwest corner of said 79.0723-acre tract, same point for the northeast corner of a called 40.00-acre tract conveyed to Dripping Springs ISD, recorded in Volume 646, Page 754 of the Real Property Records of Hays County, Texas [R.P.R.H.C.T.], same point being in the south line of a called 22.248-acre tract, described as "Tract 1", conveyed to Robert Francis Shelton, Jr., recorded in Volume 918, Page 713, O.P.R.H.C.T. and for the northwest corner of the tract described herein;

THENCE with the north line of said 79.0723-acre tract, the following three (3) courses:

- 1) N88°40'28"E, with the south line of said 22.248-acre tract, described as "Tract 1", and with the south line of a called 22.248-acre tract, described as "Tract 2", conveyed to Lisa Shelton Robertson, recorded in Volume 918, Page 717, O.P.R.H.C.T., for a distance of 465.15 feet to a 3/8-inch iron rod found for an angle corner in the tract described herein,

CONTINUED ON NEXT PAGE

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



- 2) N88°37'30"E, with the south line of said 22.248-acre tract, described as "Tract 2", with the south line of a called 22.248-acre tract, described as "Tract 3", conveyed to James E. Shelton, recorded in Volume 918, Page 702, O.P.R.H.C.T., with the south line of a called 22.248-acre tract, described as "Tract 4", conveyed to Poe Shelton, recorded in Volume 918, Page 706, O.P.R.H.C.T. and with the south line of a called 22.248-acre tract, described as "Tract 5", conveyed to Rebecca Shelton Burke, recorded in Volume 918, Page 710, O.P.R.H.C.T., for a distance of 2,496.40 feet to a 1/2-inch iron rod in a post found for the southeast corner of said 22.248-acre tract, described as "Tract 5", for the southwest corner of Lot 6A, The Preserve Phase One Subdivision, recorded in Volume 10, Page 153 of the Plat Records of Hays County, Texas [P.R.H.C.T.], being that same tract conveyed to Kenneth Davidson and Carol Davidson, recorded in Document No. 21008683, O.P.R.H.C.T., and
- 3) N77°21'46"E, with the south line of said Lot 6A and with the south line of Lot 7A, The Preserve Phase One Subdivision, being that same tract conveyed to Kenneth Davidson and Carol Davidson, recorded in Document No. 21008683, O.P.R.H.C.T., for a distance of 480.45 feet to a 1/2-inch iron rod found for the northeast corner of said 79.0723-acre tract, for the southeast corner of said Lot 7A, for the northwest corner of Lot 8A, The Preserve Phase One Subdivision, being that same tract conveyed to James L. Skiles and Spouse, Sheila K. Skiles, recorded in Volume 3771, Page 864, O.P.R.H.C.T. and for the northeast corner of the tract described herein;

THENCE with the east line of said 79.0723-acre tract, the following two (2) courses:

- 1) S01°38'36"E, with the west line of said Lot 8A, with the west line of Lot 9A, The Preserve Phase One Subdivision, being that same tract conveyed to Daniel Foster, recorded in Volume 2691, Page 163, O.P.R.H.C.T. and with the west line of Lot 25A, Block A, The Preserve Phase Two Subdivision, recorded in Volume 10, Page 321, P.R.H.C.T., being that same tract conveyed to Kevin Rose and wife, Haley Rose, recorded in Document No. 18012163, O.P.R.H.C.T., for a distance of 1,049.59 feet to a 1/2-inch iron rod found for an angle point of the tract described herein, and
- 2) S01°15'12"E, with the west line of said Lot 25A and with the west line of Lot 26A, Block A, The Preserve Phase One Subdivision, being that same tract conveyed to Kristen L. Arnold and Richard C. Arnold, recorded in Document No. 19014013, O.P.R.H.C.T., for a distance of 312.49 feet to a nail found for the southeast corner of said 79.0723-acre tract, for the northeast corner of a called 82.02-acre tract, conveyed to Viktor Kopponen and Sirkka Kopponen, recorded in Volume 1265, Page 776, O.P.R.H.C.T. and for the southeast corner of the tract described herein;

THENCE S88°20'27"W, with the common line of said 79.0723-acre tract and said 82.02-acre tract, for a distance of 1,821.92 feet to a cotton spindle found for the southeast corner of a said 10.00-acre tract, for a southwest corner of said 79.0723-acre tract and for an angle point of the tract described herein;

CONTINUED ON NEXT PAGE



THENCE S88°25'13"W, with the south line of said 10.00-acre tract, partially along the north line of said 82.02-acre tract and partially along the north line of a called 5.00-acre tract, conveyed to Eugene R. Foster, Jr. and Brenda L. Foster, recorded in Document No. 20018901, O.P.R.H.C.T., for a distance of 636.25 feet to a 1/2-inch iron rod found for the southwest corner of said 10.00-acre tract (Tract II), the southeast corner of said 5.000-acre tract (Tract I) and for an angle point of the tract described herein;

THENCE S88°19'47"W, with the common line of said 5.00-acre tract and said 5.000-acre tract, for a distance of 382.34 feet to a 1/2-inch iron rod found for the southwest corner of said 5.000-acre tract (Tract I), the southeast corner of said 17.038-acre tract and for an angle point of the tract described herein;

THENCE with the common line of said 17.038-acre tract and said 82.02-acre tract, the following three (3) courses:

- 1) S88°23'24"W, for a distance of 359.09 feet to a 1/2-inch iron rod found for an interior ell corner of said 17.038-acre tract, for an angle corner of said 5.00-acre tract and for an angle point of the tract described herein,
- 2) S01°34'56"E, for a distance of 69.68 feet to a calculated point for an angle corner of said 17.038-acre tract, for an angle corner of said 5.00-acre tract and for an angle corner of the tract described herein, and
- 3) S88°18'08"W, partially along the north line of said 82.02-acre tract, for a distance of 1,077.44 feet to a 1/2-inch iron rod with cap stamped "KC ENG" found for the southwest corner of said 17.038-acre tract, for the southeast corner of said 40.00-acre tract and for the southwest corner of the tract described herein;

THENCE N02°12'18"W, with the common line of said 40.00-acre tract and said 17.038-acre tract, for a distance of 498.57 feet to a 1/2-inch iron rod found for the northwest corner of said 17.038-acre tract, for the southwest corner of said 1.18-acre tract and for an angle point of the tract described herein;

THENCE with the common line of said 1.18-acre tract and said 40.00-acre tract, the following two (2) courses:

- 1) N02°21'37"W, a distance of 59.91 feet to a 1/2-inch iron rod found for the northwest corner said 1.18-acre tract, a southeast corner of said 40.00-acre tract and the northwest corner of the tract described herein, and
- 2) N87°47'30"E, a distance of 859.86 feet to a 1/2-inch iron rod found for the northeast corner of said 1.18-acre tract, a southeast corner of said 40.00-acre tract, in the west line of said 79.0723-acre tract and for an angle point of the tract described herein;

THENCE N02°13'52"W, with the common line of said 40.00-acre tract and 79.0723-acre tract, for a distance of 788.32 feet to the **POINT OF BEGINNING** of the tract described herein and containing 112.4-acres.

CONTINUED ON NEXT PAGE



Notes:

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by dividing by the surface adjustment factor of 1.000077936.

Units: U.S. Survey Feet.

I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this document was prepared under 22 tac §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

01/10/2022

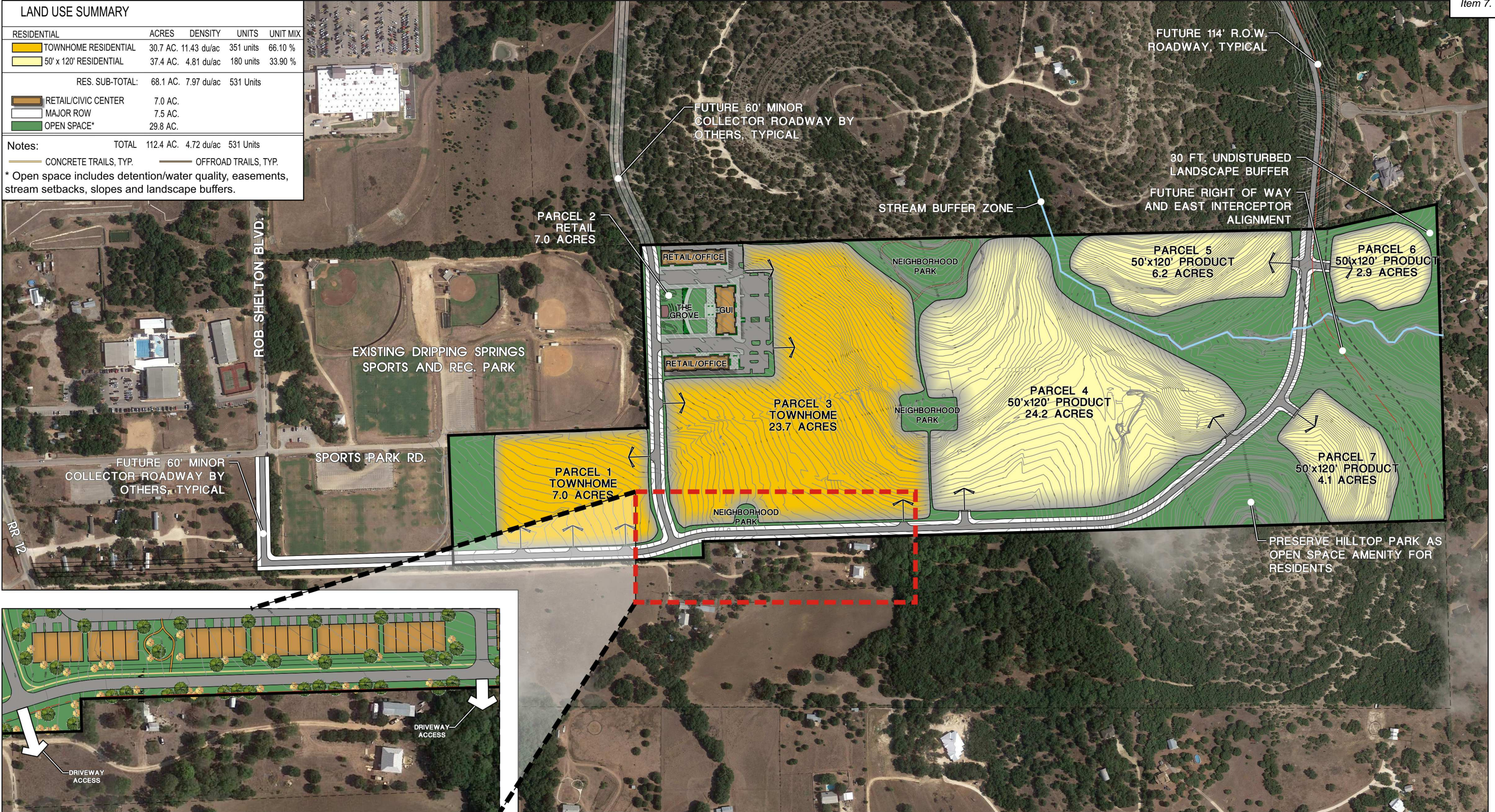
Date

Christopher W. Terry
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates
Cterry@DoucetEngineers.com
TBPELS Firm Registration No. 10105800



LAND USE SUMMARY				
RESIDENTIAL	ACRES	DENSITY	UNITS	UNIT MIX
TOWNHOME RESIDENTIAL	30.7 AC.	11.43 du/ac	351 units	66.10 %
50' x 120' RESIDENTIAL	37.4 AC.	4.81 du/ac	180 units	33.90 %
RES. SUB-TOTAL:	68.1 AC.	7.97 du/ac	531 Units	
RETAIL/CIVIC CENTER	7.0 AC.			
MAJOR ROW	7.5 AC.			
OPEN SPACE*	29.8 AC.			
Notes:	TOTAL	112.4 AC.	4.72 du/ac	531 Units
CONCRETE TRAILS, TYP.				OFFROAD TRAILS, TYP.

* Open space includes detention/water quality, easements, stream setbacks, slopes and landscape buffers.



ENLARGEMENT 1" = 200'

**Development will construct a minimum of a 6 foot natural stone wall along Village Grove/Foster property line, along with water and wastewater stubs to the property line, and work with PEC Electric to provide underground electrical service.












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CONCEPT PLAN
VILLAGE GROVE
 DRIPPING SPRINGS, TEXAS

North
 Scale: 1" = 400'
 Date: May 31, 2022

SHEET FILE: I:\210162-DSPA\Cadfiles\PLANNING\Concept Plan 2022-05-25.dwg
 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

PARKLAND SUMMARY

 Residential	511 units		
Required Parkland Area:	22.22 acres	1 AC / 23 DUs	
Parkland Credit Summary	Area	Calculation	Dedication
Public Parkland			
 Public Park	2.60 acres	100% credit	2.60 acres
 Public Open Space	18.17 acres	100% credit	18.17 acres
 Amenity Pond	3.03 acres	100% credit	3.03 acres
 Future ROW / Open Space	3.22 acres	0% credit	0.00 acres
Total Public Parkland Dedicated:	27.02 acres		23.80 acres
Private Parkland			
 Private Parkland	7.11 acres	100% credit	7.11 acres*
 Private Open Space	0.26 acres	0% credit	0.00 acres
 Non-Amenity Pond	0.28 acres	0% credit	0.00 acres
Total Private Parkland :	7.65 acres		7.11 acres*
Total Private & Public Parkland Credits:			30.91 acres
Required Parkland Dedication:			22.22 acres
Delta:			8.69 acres
 Public Parkland Credit Toward Conversion:			1.00 acres
Parkland Development Fee	Units	Calculation	Total Fee
Total Required Fee	511	\$648 / DU	\$331,128
 Offroad Trails	6,889 lf		
 Roadside Concrete Trails	9,131 lf		

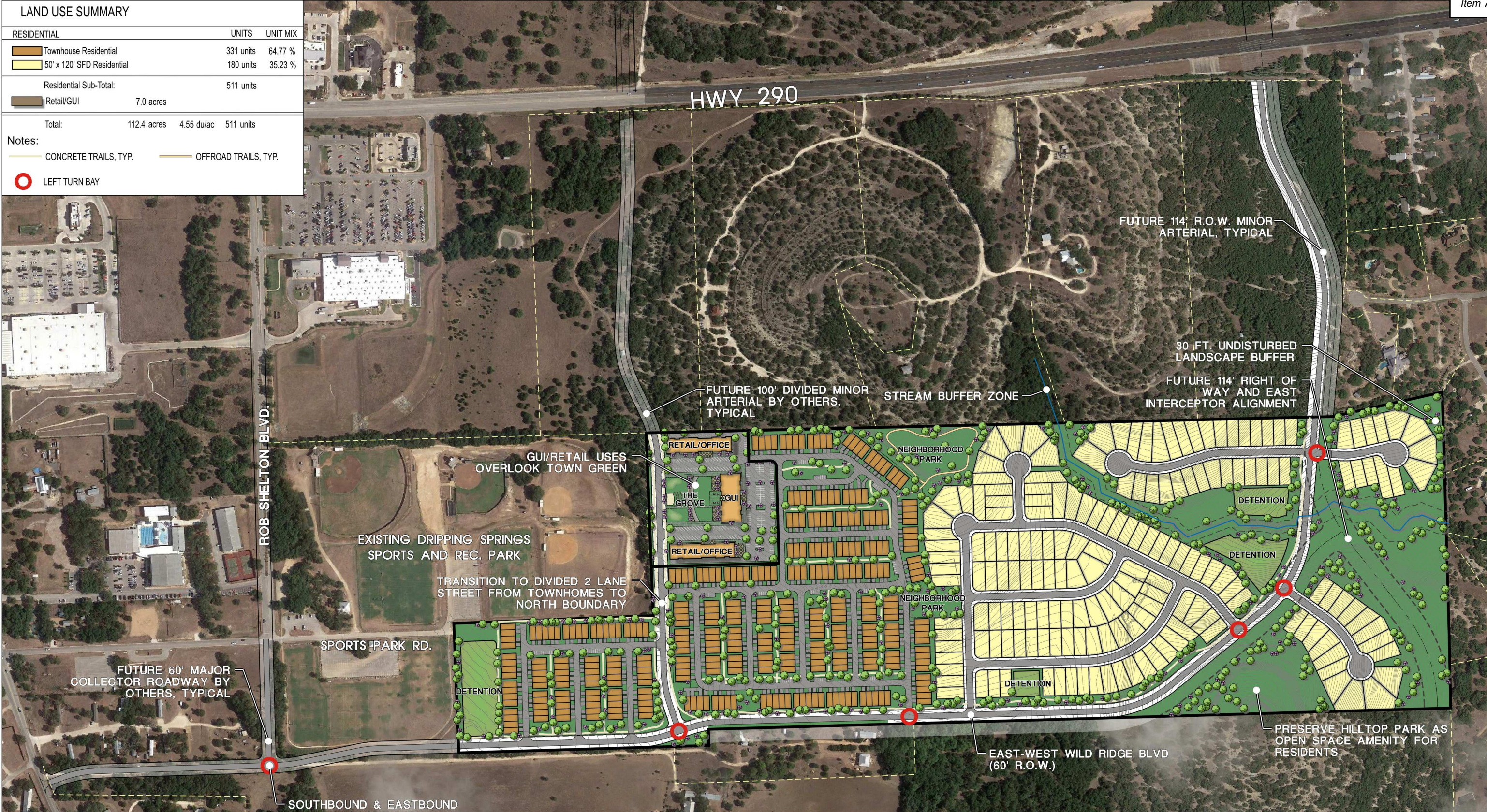
*Private Parks can count up to 25% of total required parkland acreage.



LAND USE SUMMARY			
RESIDENTIAL	UNITS	UNIT MIX	
Townhouse Residential	331 units	64.77 %	
50' x 120' SFD Residential	180 units	35.23 %	
Residential Sub-Total:	511 units		
Retail/GUI	7.0 acres		
Total:	112.4 acres	4.55 du/ac	511 units

Notes:

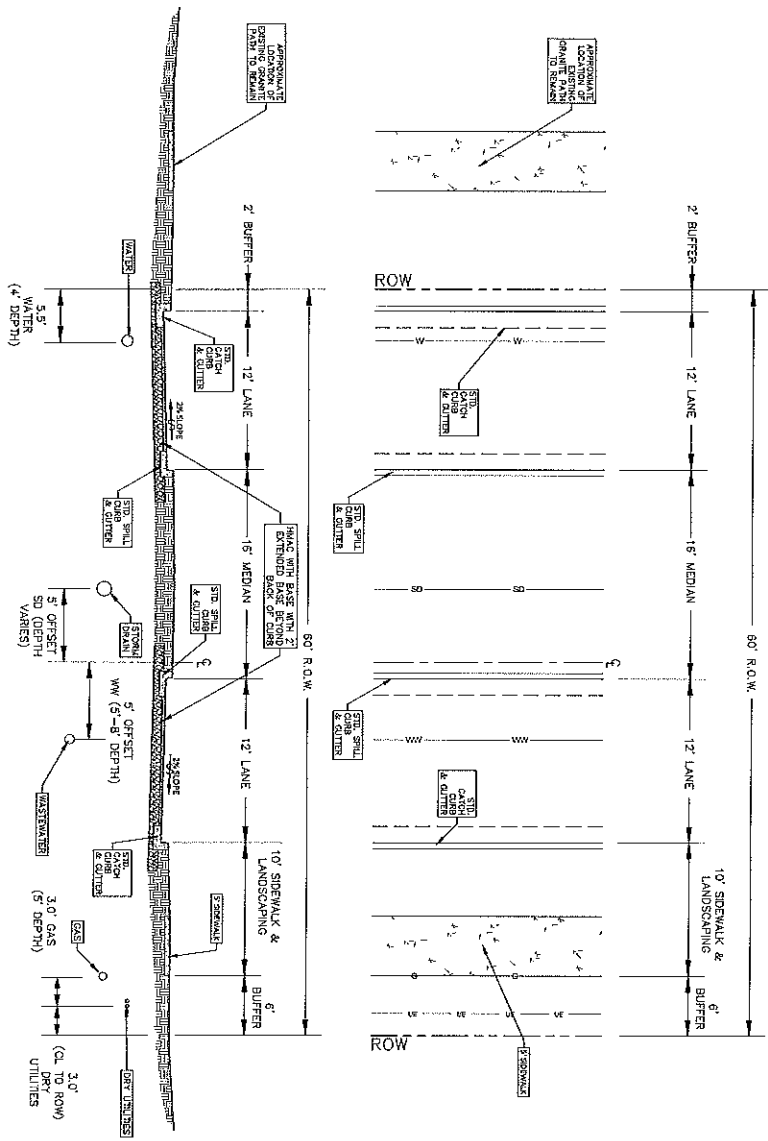
- CONCRETE TRAILS, TYP.
- OFFROAD TRAILS, TYP.
- LEFT TURN BAY



LOTING PLAN O
VILLAGE GROVE
 DRIPPING SPRINGS, TEXAS

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 Last Modified: May, 18, 22 - 16:17
 Plot Date/Time: May, 18, 22 - 16:17:55

60' R.O.W. DIVIDED STREET TYPICAL SECTION
 LONE PEAK WAY
 N.T.S.



Scale	N.T.S.
Designer	JH
Drawn	BB
Reviewed	RWP
Date	5/18/2022

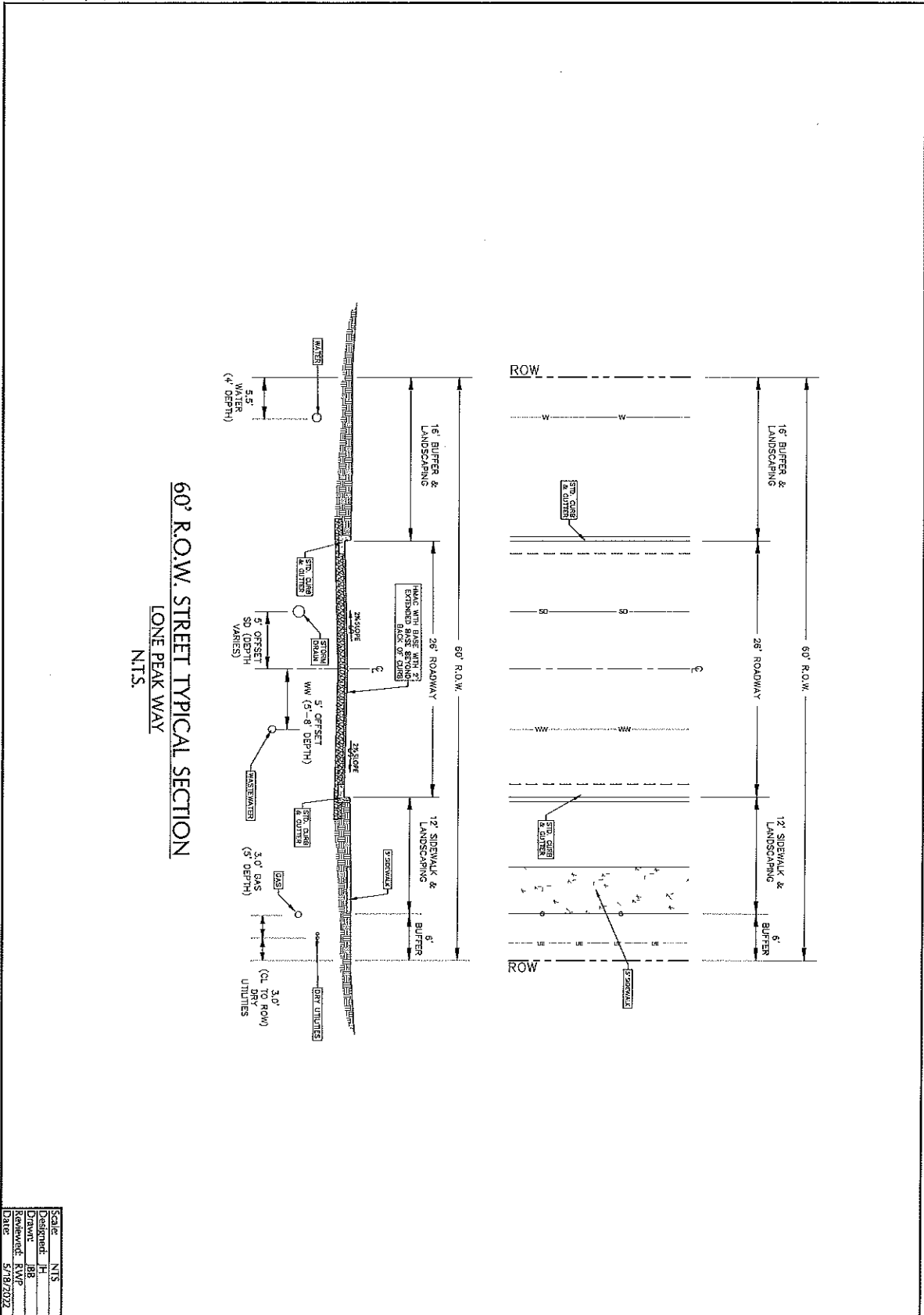
SHEET	2
OF	7
Project No.	2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
 60' R.O.W. COLLECTOR

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 T&EIS Firm Number: 19105800

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DESIGNED	JH
DRAWN	BB
REVIEWED	KVP
DATE	5/18/2022

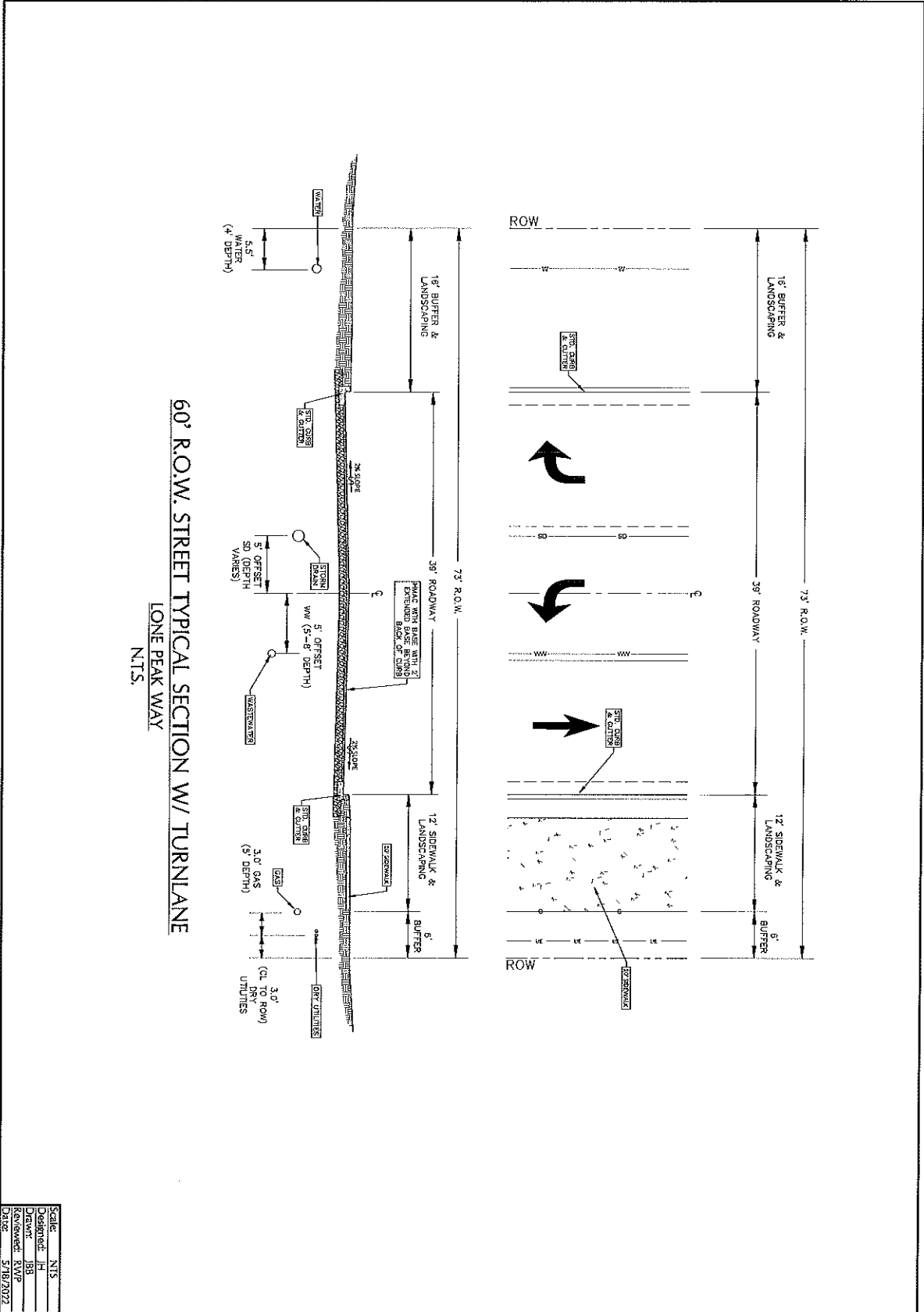
SHEET
 3
 OF 7
 Project No:
 2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
 60' R.O.W. COLLECTOR

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Designed:	JH
Drawn:	JBB
Reviewed:	RVP
Date:	5/18/2022

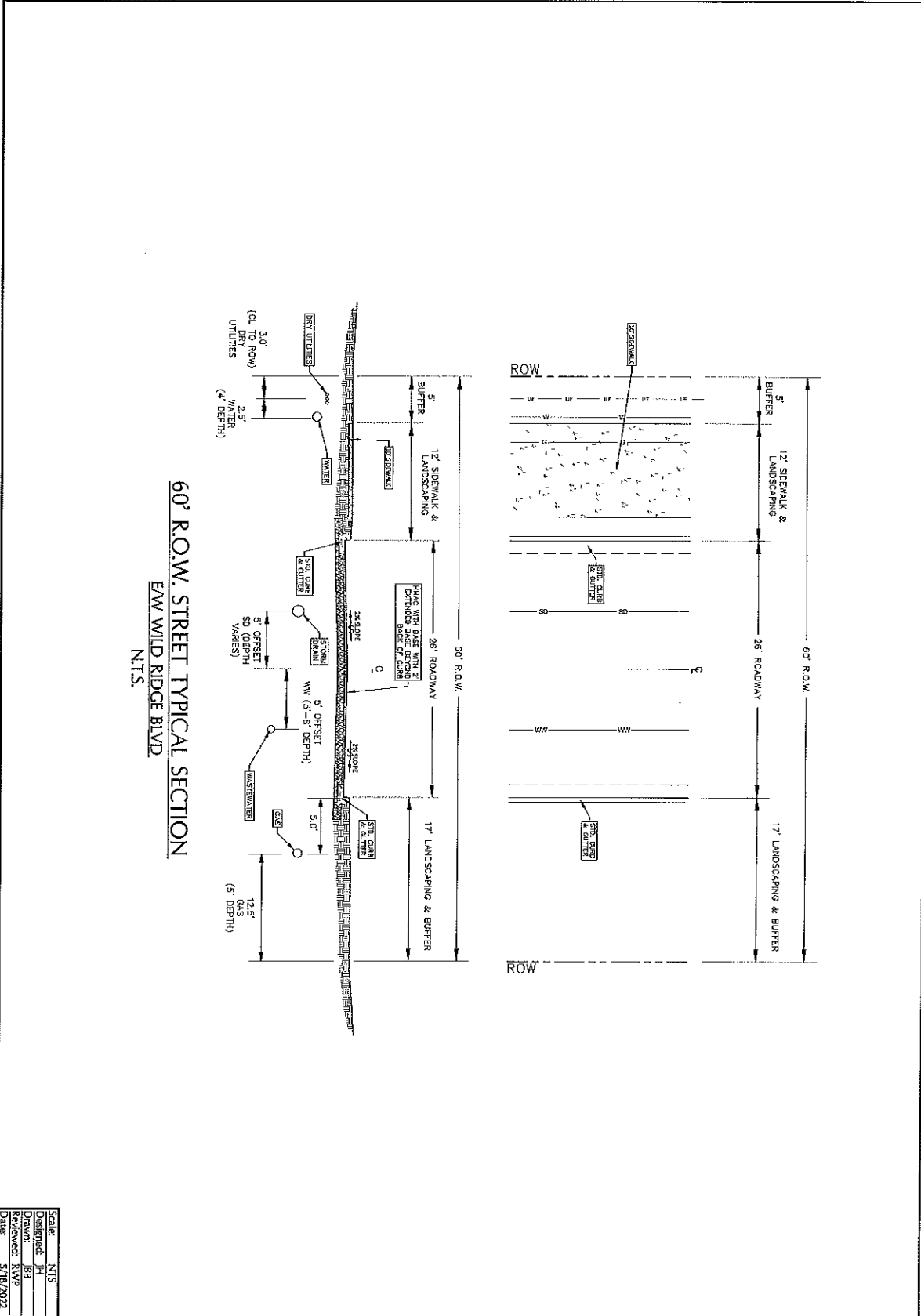
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Project No.	2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
 60' R.O.W. COLLECTOR

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Scale	N.T.S.
Designer	JH
Drawn	JB
Reviewed	RVP
Date	5/18/2022

SHEET	5
OF	7
Project No.	2372-001B

60' R.O.W. STREET TYPICAL SECTION
EW WILD RIDGE BLVD
N.T.S.

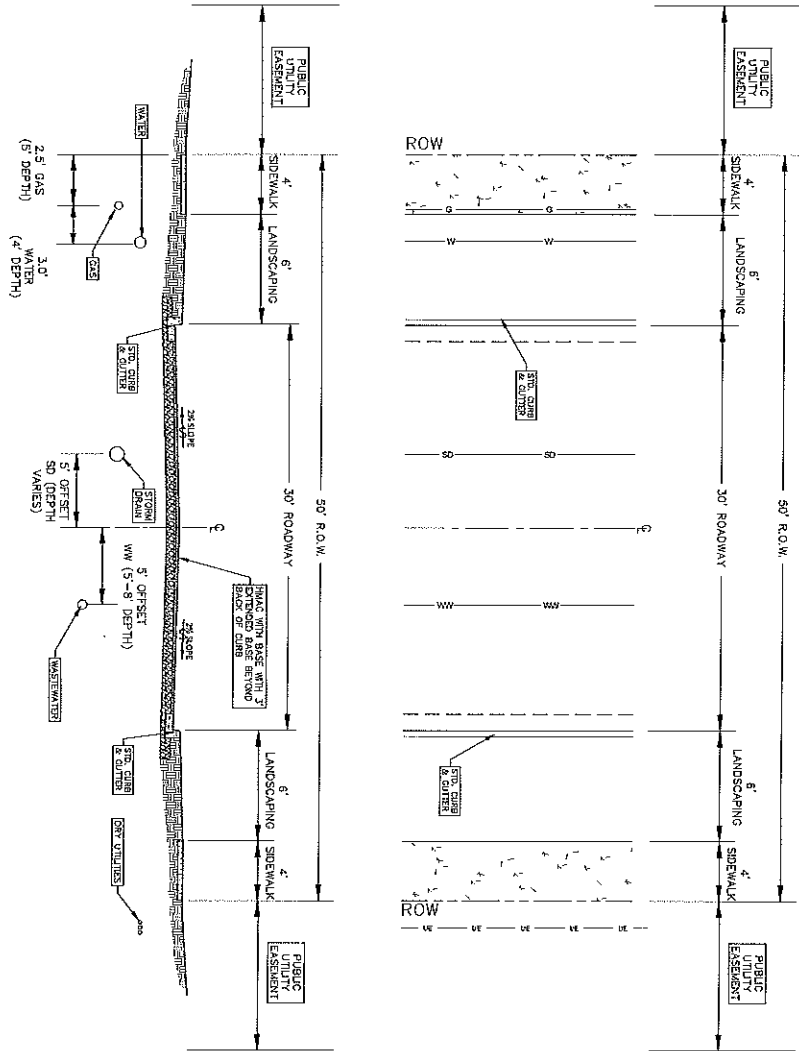
VILLAGE GROVE
SINGLE & MULTIFAMILY
DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
60' R.O.W. COLLECTOR

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50' R.O.W. STREET TYPICAL SECTION
 N.T.S.



Scale	NTS
Designer	JH
Drawn	IBB
Reviewed	RVP
Date	5/18/2022

SHEET	6
OF	7
Project No.	2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

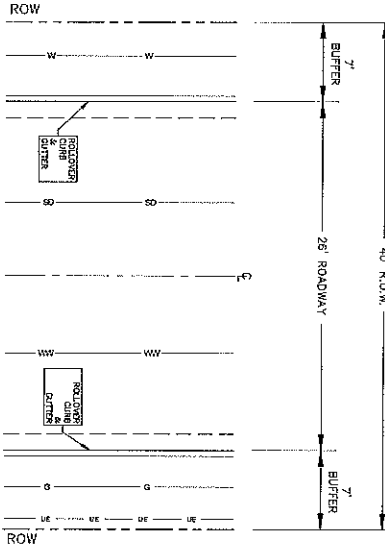
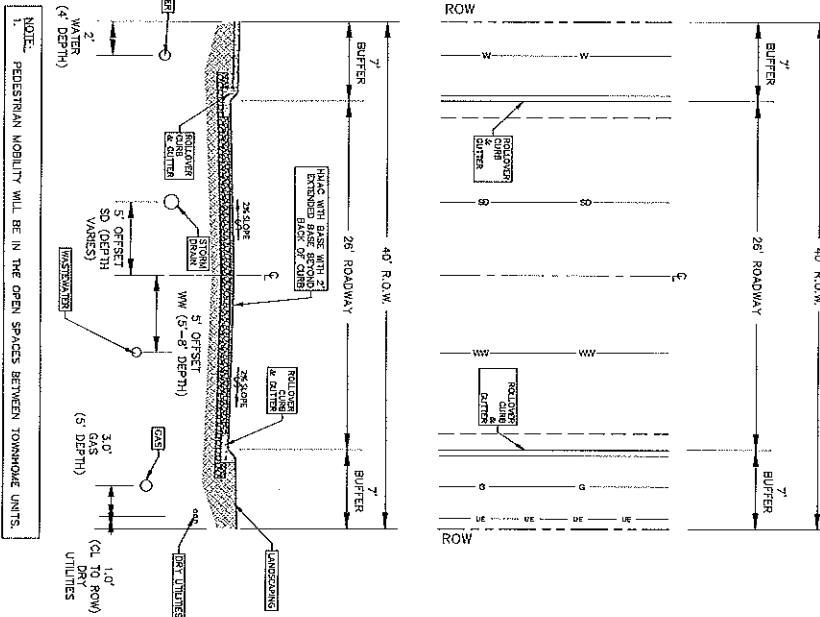
STREE SECTION
 50' R.O.W. LOCAL

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TOWN HOMES ROADWAY TYPICAL SECTION

N.T.S.



Scale	N.T.S.
Designer	JH
Drawn	BB
Reviewed	RWP
Date	5/18/2022

SHEET	7
OF	7
Project No.	2372-001B

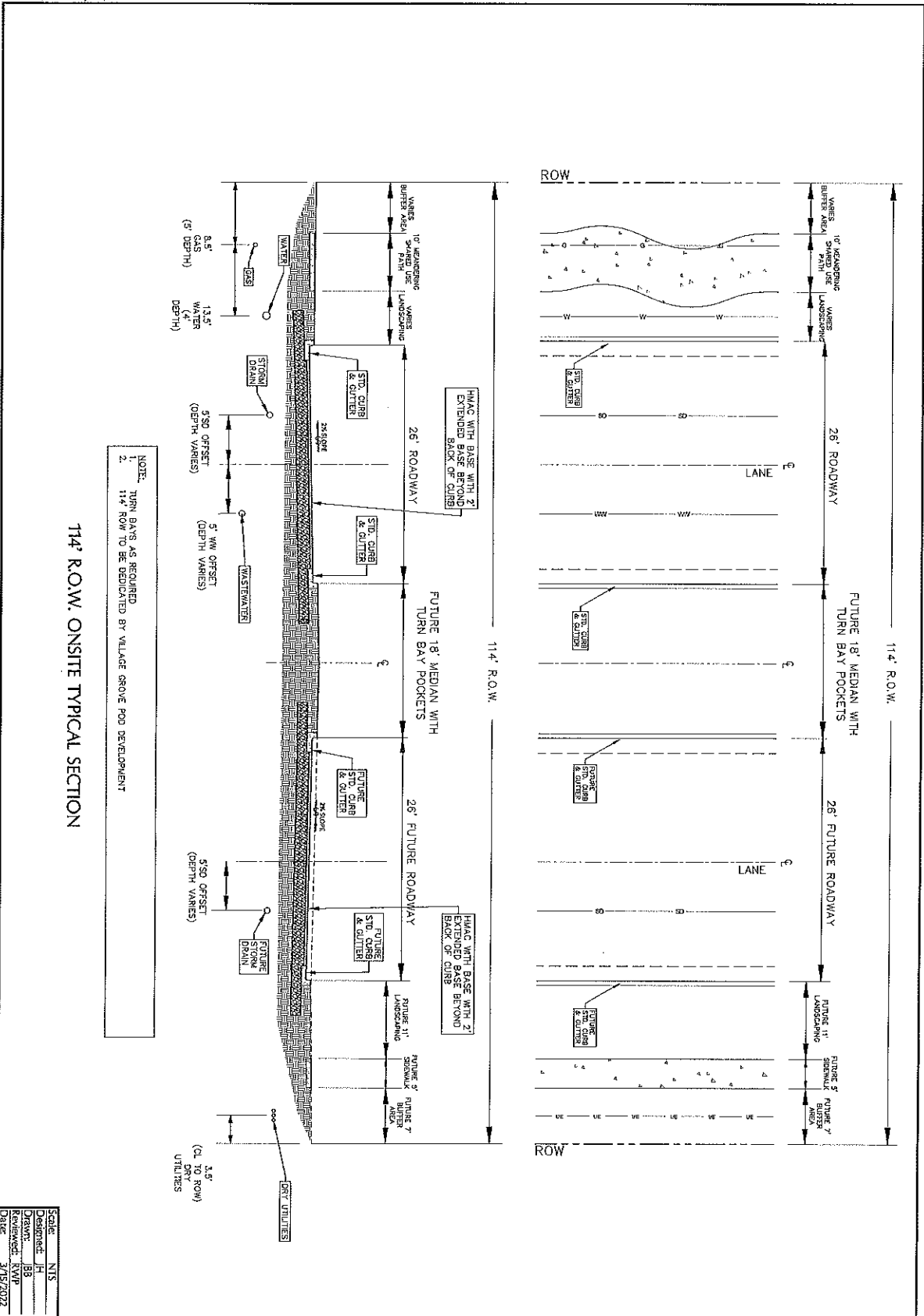
VILLAGE GROVE
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STREE SECTION
 TOWNHOME &
 COMMERCIAL DRIVES

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LIST OF VARIANCES & ALTERNATIVE STANDARDS					
#	Ordinance	Description	Requirement	Requested Variance or Alternative	Justification
1	22.05.016(a)(2)	Maximum Impervious Cover	Sets maximum impervious cover for site development plans within the Edwards Aquifer contributing zone and the ETJ to 35%	The area designation and impervious cover will be as follows for each platted lot within its corresponding base zoning district: SF3- 85%, SF5 - 80% (exclusive of public ROW and/or utility easement), and LR - 80%.	To have the ability to respond to evolving and diversified housing market. To provide a variety of housing types with variety of lot sizes. In addition, to allow major transportation infrastructure and a commercial sector.
2	22.05.015(c)(3)	Performance standards	Establishes 90% removal of total suspended solids, total phosphorus, and oil and grease	Use water quality BMPs that achieve a TSS removal of 89% and comply with the TCEO Optional Enhanced Measures (OEM) load management requirements.	Providing water quality buffer zones per the City of Dripping Springs requirements and including the LCRA Streambank Erosion Control volume in the water quality pond to protect natural waterways and habitat. Will create better use of the land, less long-term maintenance burden, more attractive water quality measures, and consistent with State standards.
3	(Exhibit A), 3.13	Lapse of plat approval	Preliminary Plat: All of the following shall occur within the one hundred and eighty-three (183) calendar days following Preliminary Plat approval: 1) City Engineer's approval of engineering plans for all proposed public improvements; and 2) payment of all applicable fees that are traditionally collected prior to release for site construction. In addition to the above, an application for approval of the final plat shall be submitted to the City within three hundred sixty-five (365) calendar days following approval of the preliminary plat in order to avoid lapse of the approved Preliminary Plat (unless such is extended or reinstated pursuant to provisions in this Chapter).	Preliminary Plat: All of the following shall occur within the one hundred and eighty-three (183) calendar days following Multi-Phased Preliminary Plat approval: 1) City Engineer's approval of engineering plans for Phase 1 or additional phases proposed public improvements; and 2) payment of all applicable fees that are traditionally collected prior to release for site construction for Phase 1 or additional phases. In addition to the above, an application for approval of the Phase 1 final plat shall be submitted to the City within three hundred sixty-five (365) calendar days following approval of the preliminary plat in order to avoid lapse of the approved Preliminary Plat (unless such is extended or reinstated pursuant to provisions in this Chapter). Once conditions of Phase 1 are met the Preliminary Plat shall be valid for 10 years. In the event City wastewater service is not available, the City will review and approve all documents and permits necessary for development, along with development to proceed and infrastructure be accepted. However, no home construction shall occur until wastewater service is available or the City approves otherwise.	Allows time for the construction of infrastructure improvements prior to recordation of plats.
4	(Exhibit A), 3.13	Lapse of plat approval	Final plat approved by the City Council but not yet filed with Hays County - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within thirty (30) calendar days of the date of final approval (The thirty-day period shall commence upon County approval of final plat if the property is in the ETJ).	Final plat approved by the City Staff but not yet filed with Hays County - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within three hundred and sixty five (365) calendar days of the date of final approval.	Allows time for the construction of infrastructure improvements prior to recordation of plats.
5	(Exhibit A), 11.13.2	Frontage on Residential Collector Streets	Shall not exceed 20%	Applicable only to major collectors, minor arterials, and major arterials. No residential driveways may directly connect to a major or minor arterial.	To showcase the lively neighborhood character with homes fronting streets where possible.
6	(Exhibit A), 13.2	Intersecting Streets	Blocks shall not be less than four hundred feet (400) in length	Blocks shall not be less than two hundred feet (200) in length	Considering the walkability within the SF5 area.
7	(Exhibit A), 14.6	Minimum Lot Sizes	For lots using surface water and public wastewater system is 3,500 square feet	Residential lot sizes shall be in accordance with City SF3 & SF5 zoning district requirements, or as otherwise allowed within the PDD document. Lot sizes for the commercial and GUI uses (LR) shall be in accordance with the PDD document.	
8	(Exhibit A), 15.1	Sidewalks	Required on both sides of all streets, 5' min. width or as specified in City TMP.	A 10' multi-modal use path will be constructed on the north and west side of arterials (Wild Ridge and Lone Peak). Multi-modal paths on Wild Ridge, at the intersection of Wild Ridge with US 290 where it will be constructed as four lanes, shall be constructed per ordinance. The multi-modal path, where it is constructed on the east side of Wild Ridge, and the sidewalks serving the two cul-de-sacs, east and southeast of Wild Ridge, shall be connected to the multi-modal path on the west or north side of arterials via at-grade crosswalks.	This will facilitate future expansion and/or adding lanes with future development and having sidewalks on the other side would not serve this development or existing needs.
9	(Exhibit A), 20.1.3(g)	Sidewalks	Both sides of street in both residential and non-residential developments utilize curb (not open ditch drainage). Required in conjunction with sewer line installation.	Sidewalks adjacent to residential lots constructed by the home builders at the time of home construction. Sidewalks not adjacent to residential lots will be constructed at time of roadway construction.	To fuse the hill country character within the community.
10	28.04.019	Sidewalks	A minimum five-foot sidewalk shall be required within ROW on both sides of all streets within the development.	In the SF5 area, a minimum five-foot sidewalk will be required in the open space between buildings.	To incentivize pedestrian connection to open spaces, parks, and CS/GUI area, along with reducing impervious cover.
11	28.04.018	Cuts and fills	No fill or cut on any building site shall exceed a maximum of six (6) feet of depth	Improvements requiring a site development permit will be held to no more than 12 feet of cut and/or fill. Cut and fill for public infrastructure improvements, including but not limited to roadways and stormwater control ponds, may exceed 12 feet where specifically reviewed and approved by the City Engineer. Cut and fill for residential lot grading of up to 15 feet of cut and 20 feet of fill may be allowed in specific locations where approved by the City Engineer. All retaining walls and cut walls shall have native limestone facades and be approved by City Engineer. Retaining walls taller than 8 feet may be required to be terraced so that no vertical segment is taller than 8 feet. The terracing requirement for walls over 8 feet will be decided by the City's Development Review Committee on a case by case basis.	To respond to topographic conditions.
12	28.06.051 (a&b)	Residential & Non-Residential Street Tree Requirements	Two (2) 4" street trees per residential lot. One (1) 4" street tree per 25 ft of street frontage to be planted adjacent to or near street right-of-way per associated zoning classification.	Two (2) 3-inch street trees per residential lot; 4-inch street trees along arterials; and within the Amenity Center lot to satisfy City tree replacement requirements.	Consistency with industry standards for residential lot trees. The development will provide a strong streetscape with mature trees earlier in the life of the project with this street tree planting plan.
13	-CODS DSTC Section 1.1	Design criteria for transportation facilities	Hays County Subdivision and Development Regulations, latest version	City of Austin Transportation Criteria Manual (TCM), as currently amended, or as otherwise specified by the City TMP.	Hays County criteria based on larger lot, rural subdivisions with higher design speeds. City of Austin TCM is better suited for urban subdivisions with slower design speeds and land with significant topography similar to the Property
#	Zoning 5.6.2.12	Parking Requirement for Commercial Amusement (Outdoor)	Ten (10) spaces plus one (1) space for each 500 square feet over 5,000 square feet of building or recreational area.	One (1) parking space per three-hundred (300) square feet of pool surface area.	Private Amenity Centers are meant to be walkable for the community, reducing the reliance on large parking areas. Trail connections and bike racks will be provided at the amenity to reduce the need for excessive parking.

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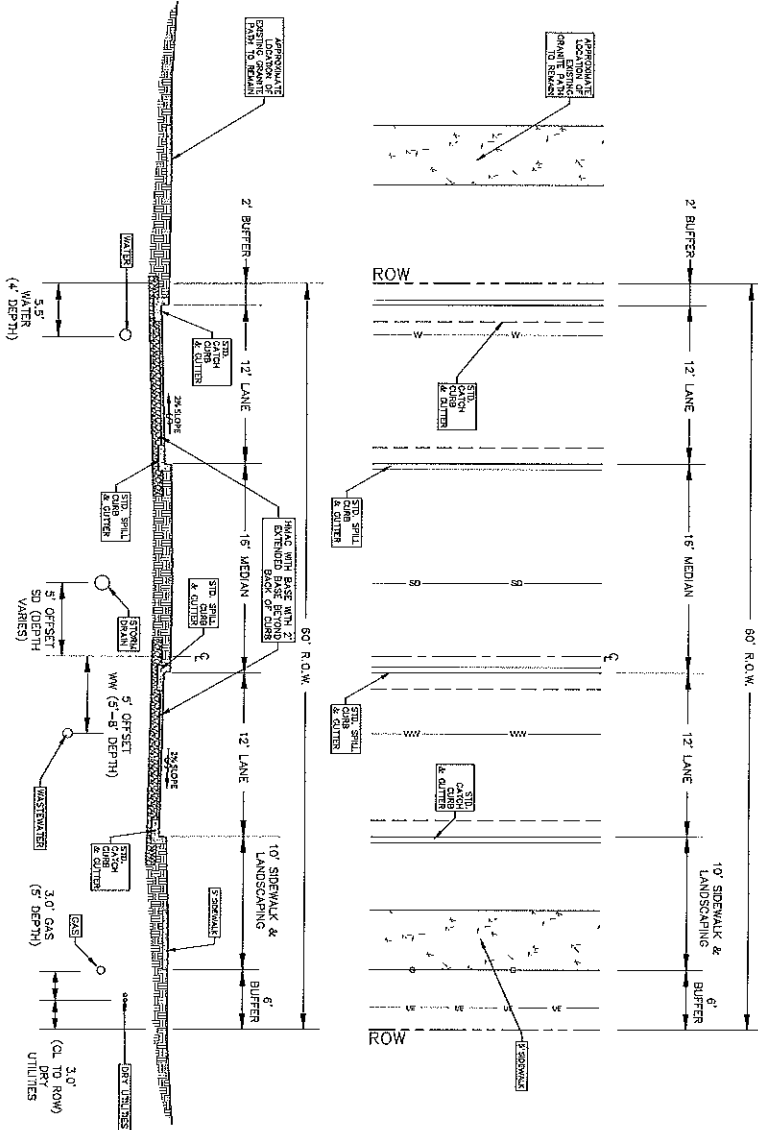


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Drawn:	JH
Reviewed:	EVIP
Date:	3/15/2022

<p>VILLAGE GROVE SINGLE & MULTIFAMILY DEVELOPMENT DRIPPING SPRINGS, TX</p>	<p>STREE SECTION 114' R.O.W. COLLECTOR</p>	 <p>DOUCET Civil Engineering/Entirements/Geospatial 7401 B. Highway 71 W, Ste. 160 Austin, TX 78735, Tel: (512)-583-2600 www.doucetengineers.com BE Firm Number: 3132 TBEPLS Firm Number: 10105800</p>
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60' R.O.W. DIVIDED STREET TYPICAL SECTION
 LONE PEAK WAY
 N.T.S.



Scale	N.T.S.
Designer	JH
Drawn	BB
Reviewed	RWP
Date	5/18/2022

SHEET	2
OF	7
Project No.	2372-001B

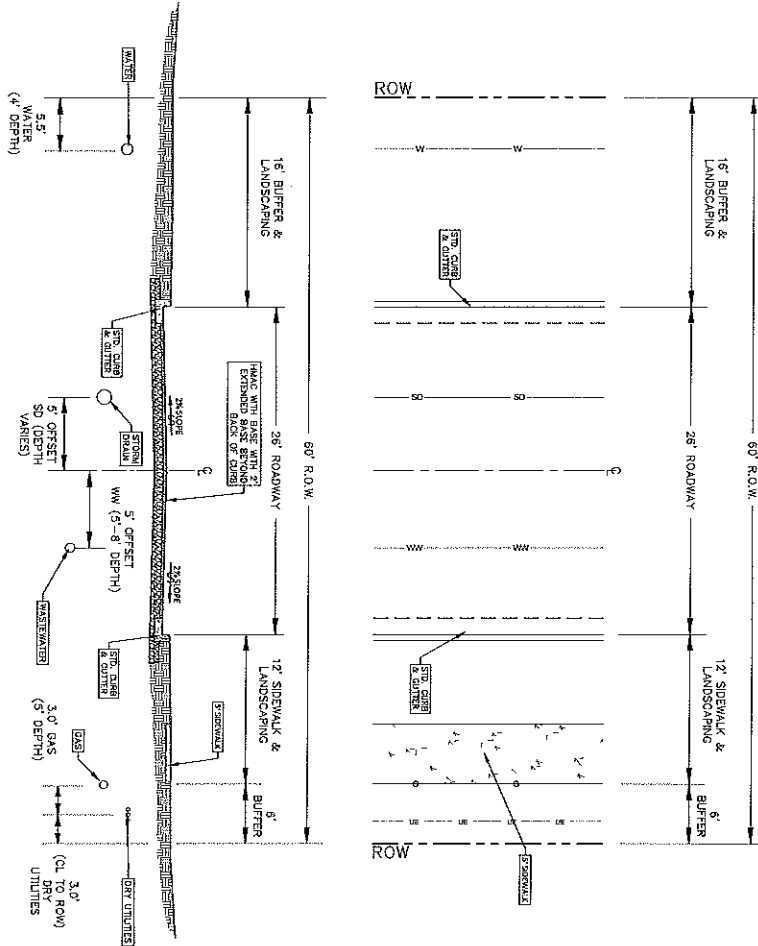
VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
 60' R.O.W. COLLECTOR

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 www.doucetengineering.com
 T&E File Number: 3937
 T&E File Number: 19105800

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60' R.O.W. STREET TYPICAL SECTION
 LONE PEAK WAY
 N.T.S.



SCALE	NTS
DESIGNED	JH
DRAWN	BB
REVIEWED	KWP
DATE	5/18/2022

SHEET	3
OF	7
PROJECT NO.	2372-001B

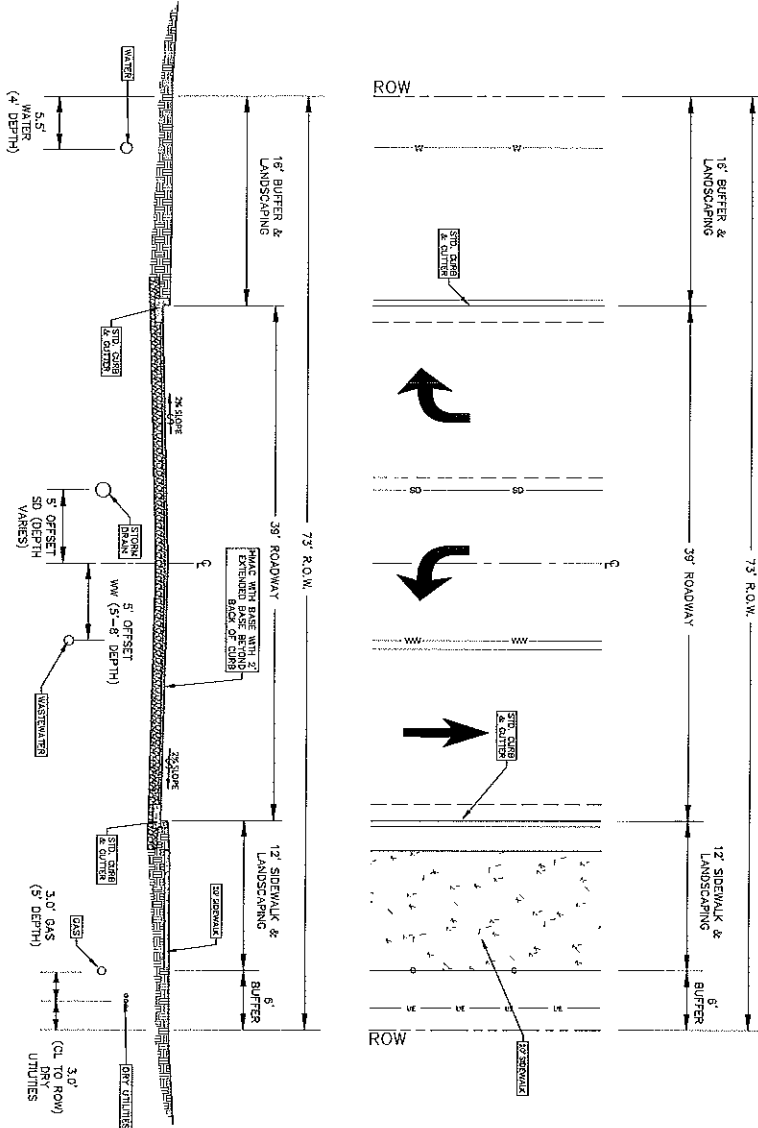
VILLAGE GROVE
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 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
 60' R.O.W. COLLECTOR

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 Last Modified: May, 18, 22 - 15:56
 Plot Date/Time: May, 18, 22 - 16:01:34

60' R.O.W. STREET TYPICAL SECTION W/ TURNLANE
 LONE PEAK WAY
 N.T.S.



Scale:	N.T.S.
Designed:	JH
Drawn:	JBB
Reviewed:	RWP
Date:	5/18/2022

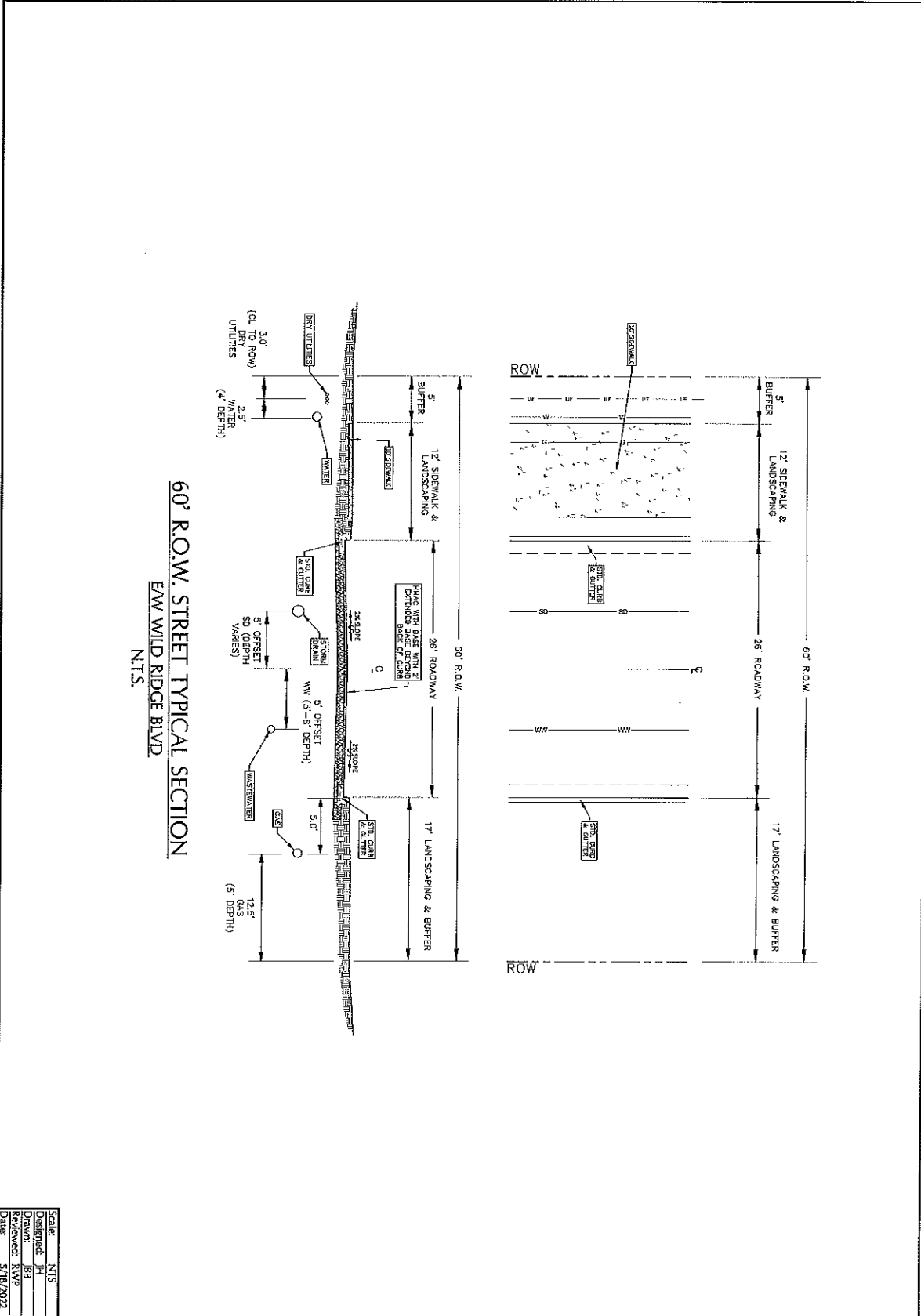
SHEET	4
Project No.	2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
 60' R.O.W. COLLECTOR

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 7401 E. Highway 71 W, Ste. 160
 Austin, TX 78735, Tel: (512)-583-2600
 www.doucetengineers.com
 T&E Firm Number: 3937
 T&E's Firm Number: 10105800

Drawing: C:\pw_working\Jonathan.banister\40117351\2372-001B Street Sections.dwg
 User: JBANISTER
 Last Modified: May, 18, 22 - 15:56
 Plot Date/Time: May, 18, 22 - 16:01:13



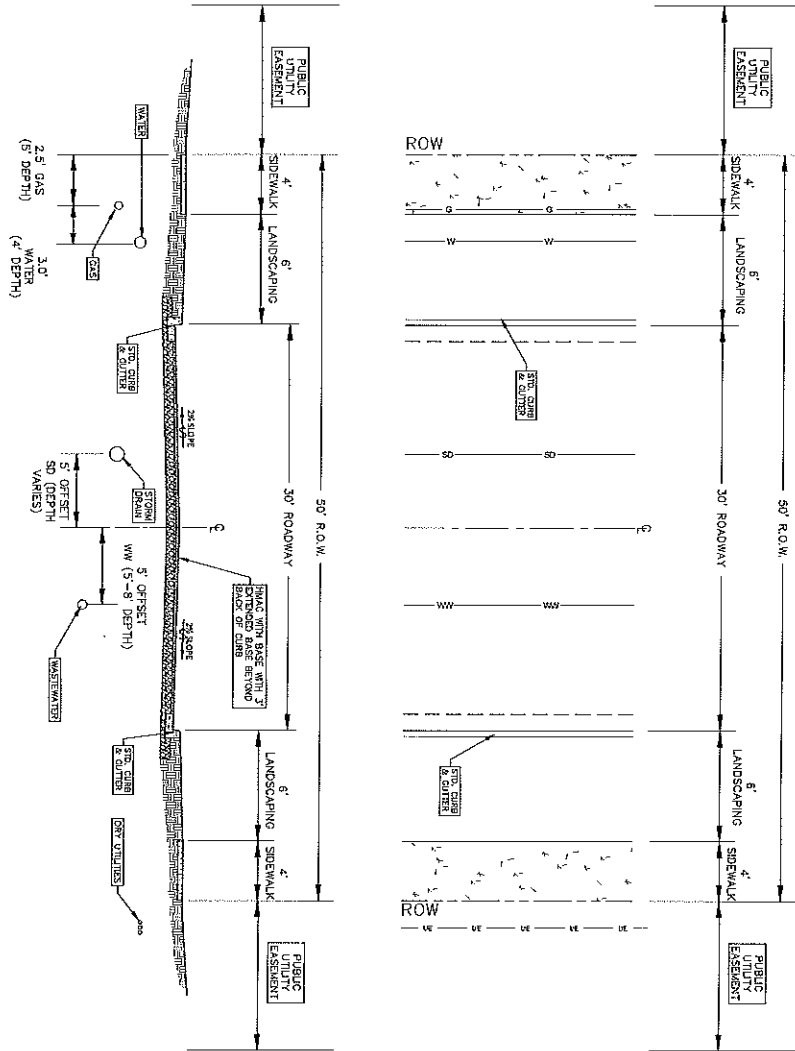
60' R.O.W. STREET TYPICAL SECTION
 EW WILD RIDGE BLVD
 N.T.S.

Scale	N.T.S.
Checked	JH
Drawn	JB
Reviewed	RVP
Date	5/18/2022

<p>VILLAGE GROVE SINGLE & MULTIFAMILY DEVELOPMENT DRIPPING SPRINGS, TX</p>	<p>STREET SECTION 60' R.O.W. COLLECTOR</p>	<p>DOUCET Civil Engineering\Enfillements\Geospatial 7401 B. Highway 71 W, Ste. 160 Austin, TX 78735, Tel: (512)-563-2600 www.doucetengineers.com T&E Firm Number: 3937 T&E's Firm Number: 10105800</p>
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 User: JBANISTER
 Last Modified: May, 18, 22 - 16:17
 Plot Date/Time: May, 18, 22 - 16:18:30

50' R.O.W. STREET TYPICAL SECTION
 N.T.S.



Scale:	N.T.S.
Designer:	JH
Drawn:	IBB
Reviewed:	RVP
Date:	5/18/2022

SHEET	6
OF	7
Project No:	2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

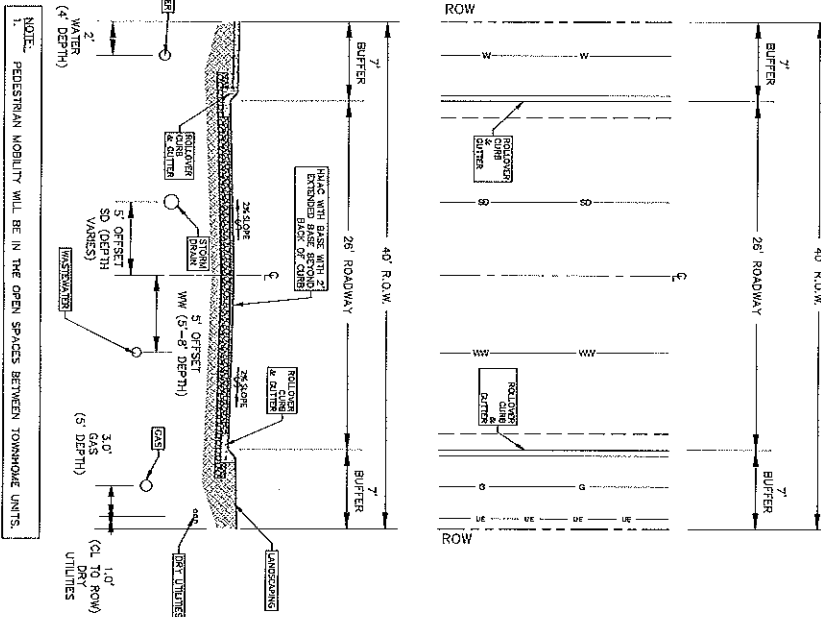
STREE SECTION
 50' R.O.W. LOCAL

DOUCET
 Civil Engineering/Entitlements/Geospatial
 7401 E. Highway 71 W, Ste. 140
 Austin, TX 78735, Tel: (512)-583-2600
 www.doucetengineers.com
 TRF Firm Number: 3937
 TRFETS Firm Number: 10105800

Drawing: C:\pw_working\Jonathan.banister\j0117351\2372-001B Street Sections.dwg
 User: JBANISTER
 Last Modified: May, 18, 22 - 15:56
 Plot Date/Time: May, 18, 22 - 16:00:29

TOWN HOMES ROADWAY TYPICAL SECTION

N.T.S.



Scale	N.T.S.
Designer	JH
Drawn	BB
Reviewed	RWP
Date	5/18/2022

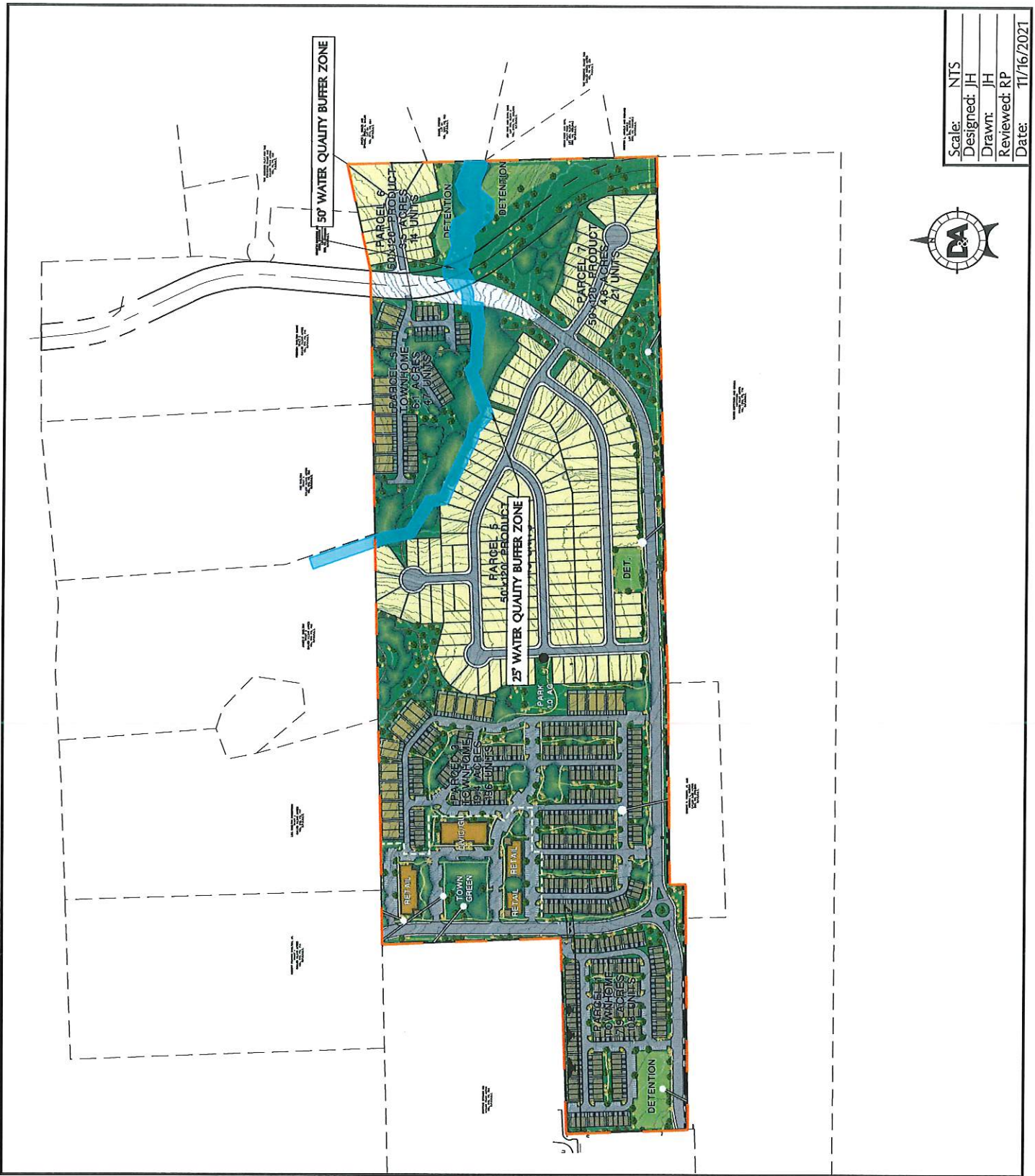
SHEET	7
OF	7
Project No.	2372-001B

VILLAGE GROVE
 SINGLE & MULTIFAMILY
 DEVELOPMENT
 DRIPPING SPRINGS, TX

STREET SECTION
 TOWNHOME &
 COMMERCIAL DRIVES

DOUCET
 Civil Engineering/Entitlements/Geospatial
 7401 B, Highway 71 W, Ste. 160
 Austin, TX 78735, Tel: (512)-583-2600
 www.doucetengineers.com
 T&E Firm Number: 3937
 T&EIS Firm Number: 10105800

Scale:	NTS
Designed:	JH
Drawn:	JH
Reviewed:	RP
Date:	11/16/2021



DA DOUCET & ASSOCIATES
 Civil Engineering - Entitlements - Surveying/Mapping
 7401 B. Highway 71 W, Suite 160
 Austin, Texas 78735, Phone: (512)-583-2600
 www.doucetengineers.com
 Firm Registration Number: 3937

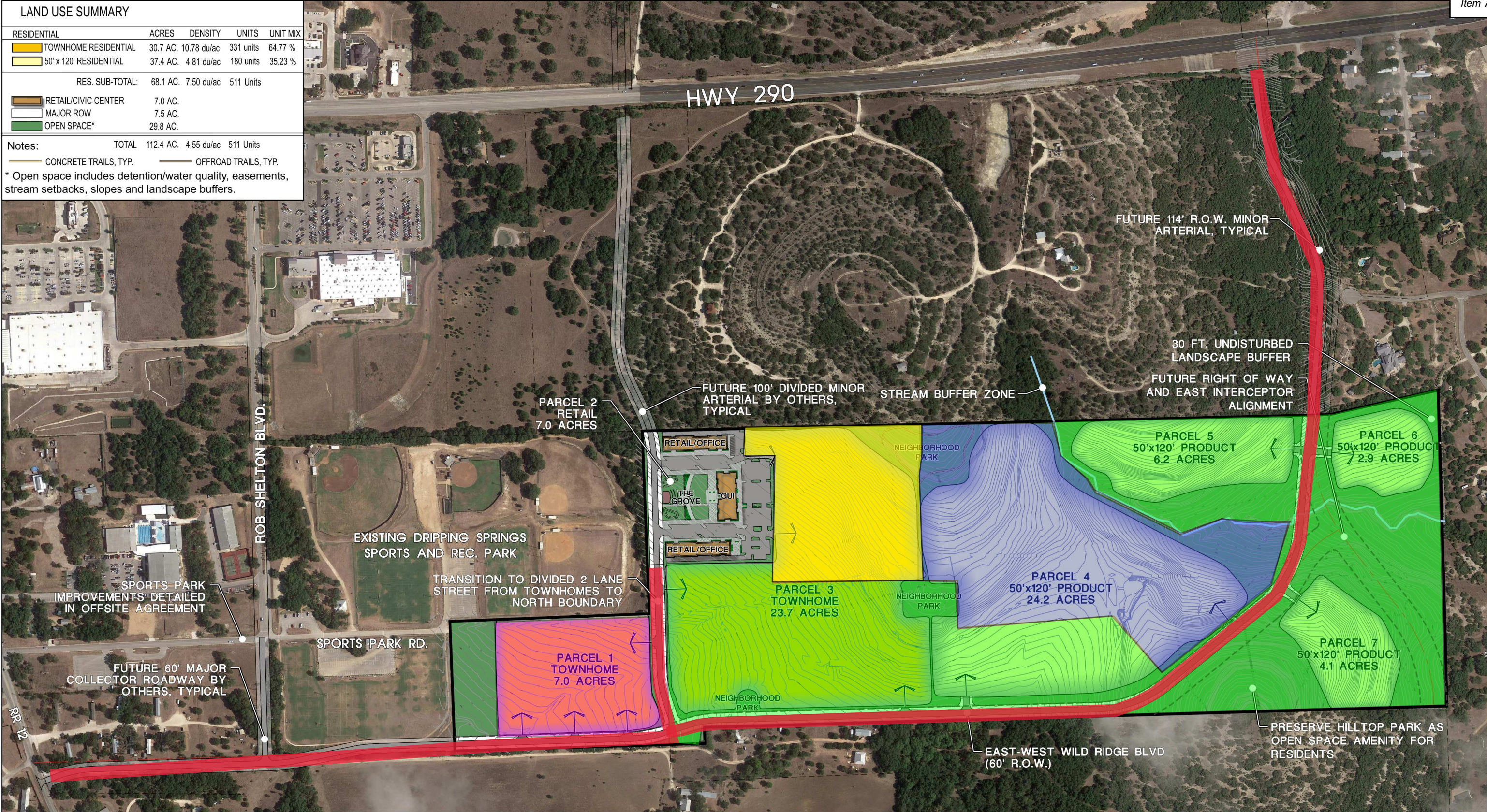
PLANNED
 DEVELOPMENT DISTRICT
 Exhibit - Water Quality
 Buffer Zones

VILLAGE GROVE
 DRIPPING SPRINGS, TX

SHEET
EXHIBIT
 1 OF 1
 Project No.:
 1298-003

LAND USE SUMMARY				
RESIDENTIAL	ACRES	DENSITY	UNITS	UNIT MIX
TOWNHOME RESIDENTIAL	30.7 AC.	10.78 du/ac	331 units	64.77 %
50' x 120' RESIDENTIAL	37.4 AC.	4.81 du/ac	180 units	35.23 %
RES. SUB-TOTAL:	68.1 AC.	7.50 du/ac	511 Units	
RETAIL/CIVIC CENTER	7.0 AC.			
MAJOR ROW	7.5 AC.			
OPEN SPACE*	29.8 AC.			
Notes:	TOTAL	112.4 AC.	4.55 du/ac	511 Units
CONCRETE TRAILS, TYP.				OFFROAD TRAILS, TYP.

* Open space includes detention/water quality, easements, stream setbacks, slopes and landscape buffers.



- Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5

PHASING PLAN

VILLAGE GROVE

DRIPPING SPRINGS, TEXAS

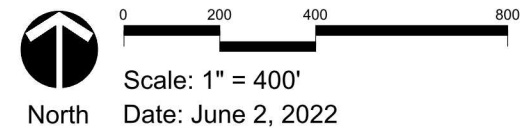


EXHIBIT I

For PDD # _____ The following uses shall be allowed in each respective base zoning district:

SF-3 Residential permitted uses:

- Single-Family Dwelling, Detached;
- Garden Home/Townhome;
- Accessory Bldg/Structure (Residential);
- Home Occupation;
- Swimming Pool, Private; and
- Those uses listed in the City's zoning ordinance for the SF-3 District or any less intense residential district uses are hereby permitted by right within the Project, and others are designated as requiring a Conditional Use Permit (CUP).

SF-5 Residential permitted uses:

- Garden (Non-Retail)
- Accessory Bldg/Structure (Residential)
- Duplex/Two-Family
- Garden Home/ Townhome
- Home Occupation
- Single- Family Dwelling Detached
-
- Swimming Pool, Private
- Artist Studio
- Park and /or Playground
- Tennis Court
-
-
-
-
-
- Water Supply Facility (Private)

**LR Permitted Uses:
(Commercial/ Civic Center Area)**

- Accessory Bldg./ Structure (Non- Residential)
- Garden Home/ Townhomes
- Home Occupation
- Living Quarters on Site with Business
- Multiple- Family Dwelling
- Residential Loft
-

- Bank
- Armed Services Recruiting Center
- Offices, General / Professional
- Office, Brokerage Services
- Office, Health Services
- Office, Legal Services
- Office, Professional
- Office, Real Estate Office
- Insurance Agency Offices
- Antique Shop
- Appliance Repair
- Art Dealer/ Gallery
- Artisan's Shop
- Artist Studio
- Bakery or Confectionary Retail
- Barbershop
- Beauty Shop
- Bicycle Sales and Repair
- Book Store
- Computer Sales
- Consignment Shop
- Cooking School
- Dance/ Drama/ Music Studio or School
- Drapery, Blind Upholstery Store
- Financial Services
- Florist Shop
- Food or Grocery Store – Limited
- Furniture Store (New and/or Used)
- Garden Shop (Inside Storage)
- Hardware Store
- Locksmith
- Market (Public)
- Mobile food vendor- 10 days or less
- Needlework Shop
- Pet Shop/Supplies (no live animal sales)
- Pharmacy
- Photocopying / Duplicating
- Photography Studio
- Restaurant (No Drive- Through Service)
- Tailor Shop
- Travel Agency
-
- Civic/ Conference Center
- Health Club
- Museum
- Park and /or Playground
- Community Center (Municipal)

- Fire Station
- Medical Clinic or Office
- Library
- Post Office
- Contractors Office (No Outside Storage)
- Government Building (Municipal, County, State, Federal) (No outdoor storage of construction/repair materials, heavy equipment, or service vehicles over ¾ tons)

**Permitted Uses with Conditional Approval:
SF-3 Residential :**

- Sewage Pumping Station
- Wastewater Treatment Plant

**Permit Uses with Conditional Approval:
SF-5 Residential:**

- Community or Group Home
- Child Day-Care Facility
- Group Day-Care Home
- Home for the Aged, Residential
- Wastewater Treatment Plant
- Contractor's Temporary On-site Office (After initial building of infrastructure and home sales)
- Sewage Pumping Station
-

**Permit Uses with Conditional Approval:
LR Commercial/ Civic Center Area:**

-
- Armed Services Recruiting Center
- Bar
- Billiard/Pool Facility
- Mobile food vendor- longer than 10 days
- Mobile food vendor court
- Studio, Tattoo or Body Piercing
- Temporary Outdoor Sales/ Promotion
- Parking Lot, Commercial
- Parking Structure Commercial
- Day Camp for Children
- Dinner Theater
- Contractor's temporary On-site Office (After initial building of infrastructure and buildings)
- Sewage Pumping Station
- Water Supply (Elevated Storage Tank)

**AGREEMENT CONCERNING CREATION AND OPERATION OF DRIPPING
SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1**

This **AGREEMENT CONCERNING CREATION AND OPERATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1** (this "Agreement") is by the City of Dripping Springs, Texas, a Type A general law municipality located in Hays County, Texas (the "City"); and Robert Mokhtarian, Individually, Robert Mokhtarian, Trustee for Edward Mokhtarian, and Robert Mokhtarian, Trustee for Edmund Mokhtarian (collectively, "Mokhtarian"); 740 Sports Park, LLC, a Texas limited liability company ("740 SP"); and Clinton Cunningham and Dawn Cunningham ("Cunningham", and collectively with Mokhtarian and 740 SP, the "Owners"). Subsequent to its creation, **Dripping Springs Municipal Utility District No. 1**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code as contemplated by this Agreement (the "District"), will become a party to this Agreement. The City, the Owners, and the District are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Owners own the approximately 112 acres of land more particularly described by metes and bounds on the attached Exhibits A1, A2 and A3 (the "Land"); and

WHEREAS, the Land is currently located entirely within the extraterritorial jurisdiction of the City but is anticipated to be annexed into the corporate boundaries of the City prior to the creation of the District; and

WHEREAS, the Land is and its boundaries are depicted on the concept plan attached as Exhibit B (the "Concept Plan"); and

WHEREAS, Mokhtarian owns the portion of the Land described and/or depicted on Exhibit A-1, 740 SP owns the portion of the Land described and/or depicted on Exhibit A-2, and Cunningham owns the portion of the Land described and/or depicted on Exhibit A-3; and

WHEREAS, the Owners intend that the Land will be developed in phases as a master-planned, mixed-use community (the "Project"); and

WHEREAS, the Owners and the City desire to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the City and the Land; and

WHEREAS, the Owners have proposed to create the District over the Land pursuant to an application to be filed with and processed through the TCEQ (as defined in ARTICLE I below) and have presented the City with a petition requesting the City's consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, financing, and conveying to the applicable governmental authority or utility

provider the District Improvements (as defined in ARTICLE I below) to serve the area within its boundaries; and

WHEREAS, construction of the District Improvements will occur in phases (as determined by the District and the Developer(s) (as defined herein)) in accordance with this Agreement; the applicable ordinances of the City; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "Applicable Regulations"); and

WHEREAS, the City and the Owners intend that the Reimbursable Costs (as defined in ARTICLE I below) of the District Improvements will be paid from the net proceeds of bonds issued by the District (or surplus funds of the District) in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54 of the Texas Water Code, as amended; Chapter 791 of the Texas Government Code, as amended; and Section 552.014, Texas Local Government Code, as amended; and

WHEREAS, the City is a Type A general law municipality operating under the laws of the State of Texas pursuant to which the City has the authority to enter into and perform its obligations under this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I. DEFINITIONS

Section 1.01 **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the City's rules, ordinances, and regulations in effect as of the Effective Date of this Agreement, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the City; and (iii) any additional restrictions or regulations agreed to by the Developer in writing.

Bonds means bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District's borrowing power.

City Administrator means the City Administrator of the City.

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

County means Hays County, Texas.

Developer means any Owner, or any successor or permitted assign of an Owner, that notifies the City of its intent to develop all or any portion of the Land under Section 6.04 below.

District Improvements means the water, wastewater, and drainage utilities (including capacity or contract rights to capacity therein), Road Projects, and other public improvements, as authorized by applicable law, and whether on-site or off-site, to serve the area within the District boundaries.

Effective Date of this Agreement means the 19th day of October, 2021.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs) that are eligible for reimbursement from the net proceeds of Bonds issued by the District in accordance with this Agreement and, as applicable, the rules and regulations of the TCEQ, as amended.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution, as amended, and Chapters 49 and 54 of the Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature.

**ARTICLE II.
CREATION OF THE DISTRICT AND RELATED MATTERS**

Section 2.01 **Consent to Creation of District.** The City acknowledges receipt of the Owners’ request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District over the Land. On the Effective Date of this Agreement, the City has approved the resolution attached as **Exhibit C** consenting to the inclusion of the Land within the District (the “*Consent Resolution*”). The City agrees that the Consent Resolution will constitute and evidence the City’s consent to the creation of the District within the City’s corporate limits in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, and that no further consent will be required on the part of the City to evidence the City’s consent to the creation of the District.

Section 2.02 **District Execution of Agreement.**

(a) The Owners shall cause the District to approve, execute, and deliver to the City this Agreement within 30 days after the date that the District’s Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) the City may terminate this Agreement and may repeal the Consent Resolution.

(b) If the District fails to approve, execute, and deliver to the City this Agreement as required by subsection (a) above, and if the City does not terminate this Agreement under

subsection (a), such failure shall operate to prohibit the District from taking any actions to issue Bonds until the failure has been cured. The City shall have the right to enjoin the issuance of Bonds during any period in which such a material breach exists.

(c) If the District fails to approve, execute, and deliver to the City this Agreement as required by subsection (a) above, and if the City has not terminated this Agreement under subsection (a), such failure shall operate to prohibit the Owners or any Developer from entering into any reimbursement agreements with the District until the failure has been cured. The City shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

Section 2.03 **Intent of Parties Related to Allocation Agreement.** Under Section 54.016(f) of the Texas Water Code, the City, as a City providing written consent for inclusion of land in a district, may provide for a contract designated as an “allocation agreement”, to be entered into between the City and the District. The Parties acknowledge that the provision for an “allocation agreement” under Section 54.016(f) of the Texas Water Code is at the City’s discretion. The City confirms that it is intentionally not providing for an allocation agreement. The Parties agree that this Agreement does not constitute and will not be deemed to constitute an allocation agreement within the meaning of Section 54.016(f) of the Texas Water Code because the District will be located in the corporate limits of the City upon creation.

Section 2.04 **Dissolution.** The City may dissolve the District at any time after the District has issued Bonds to finance all Reimbursable Costs paid or incurred to construct the District Improvements that are required to serve full development of the Land. Upon dissolution of the District, the City will assume the indebtedness and legal obligations of the District to the extent required by law.

ARTICLE III. AUTHORITY OF THE DISTRICT TO ISSUE BONDS

Section 3.01 **Authority to Issue Bonds.** The District agrees that the maximum aggregate amount of bonds issued by the District shall not exceed \$38,675,000 without the approval of the City. The District may issue Bonds and reimburse any Developer for all purposes and expenditures authorized by applicable law, including:

(a) The purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances (including capacity or contract rights to capacity in any of the foregoing) necessary to:

(1) Provide a water supply for municipal uses, domestic uses, and commercial purposes;

(2) Collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state (other than solid waste, as defined in the Applicable Rules);

(3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water;

- (4) Design, acquire, construct, and finance Road Projects; and
- (5) Develop and maintain park and recreational facilities, to the extent permitted by applicable law; and

(b) Refunding any outstanding Bonds, provided such refunding Bonds satisfy the terms and conditions of this Agreement;

(c) Paying organizational, administrative, and operating costs during creation and construction periods and interest thereon, subject to the applicable limitations of Section 49.155 of the Texas Water Code; and

(d) Paying other expenses authorized by Section 49.155 of the Texas Water Code.

Section 3.02 City Submittals; Objections.

(a) The District agrees to give written notice to the City of its intention to issue Bonds as follows:

(1) If the District intends to issue Bonds that require TCEQ approval, the District will provide notice of same to the City Administrator and City Attorney concurrently with the District's submittal of each application to the TCEQ for approval of issuance of Bonds (a "Notice of Intent to Issue Bonds"), which Notice of Intent to Issue Bonds will include the following:

- (A) The principal amount of Bonds expected to be issued;
- (B) The Summary of Costs of the Bond Issue including both Construction and Non Construction Costs;
- (C) The projected Schedule of Events related to the issuance of the Bonds;
- (D) The proposed District debt service rate and total District tax rate after issuance of the Bonds; and
- (E) A Letter from the District's Financial Advisor stating that the Bonds are being issued in compliance of the TCEQ rules in place at the time the Bonds are expected to be issued.

(2) If the District intends to issue Bonds that do not require TCEQ approval (e.g., Bonds for Road Projects or refunding Bonds), the District will provide notice of same to the City Administrator and City Attorney at least 30 days prior to pricing of the Bonds.

(b) The City may object to a Bond application or to the issuance of a series of Bonds for the reason that a Developer or the District is in default of any provision of this Agreement, including the terms and conditions in Section 3.03. If the City objects to a Bond application or issuance due to such a default (a "City Objection"), the City shall have a period of 30 days after

receiving the notice required by Sections 3.02(a)(1) or 3.02(a)(2), as applicable, within which to notify the District of the City Objection. If the City timely objects to a Bond application or issuance due to such a default, the Bond application and issuance will be delayed until such time as the default is cured. If the City fails to object to a Bond application or issuance within such periods specified herein, the City shall be deemed to have waived all objections. If the City objects to a Bond application or issuance, such City Objection must: (i) be in writing; (ii) be given to the District; (iii) be signed by the City Administrator or the City Administrator's designee; and (iv) specifically identify the applicable provision of this Agreement as to which the District or the Developer is in default. If a City Objection is timely given to the District with respect to a specific Bond application or issuance of Bonds, the City and the District will cooperate to resolve the City Objection within a reasonable time, and the Bond application or issuance of Bonds to which the City Objection applies will be delayed until the City Objection has been cured or waived by written agreement.

(c) Within 30 days after the closing date of a series of Bonds, the District shall deliver to the City Administrator a copy of the final official statement for such series of Bonds and a copy of any report on reimbursable costs required by the rules of the TCEQ.

Section 3.03 **Terms and Conditions of Bonds.** Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements:

(a) No individual series of Bonds will be issued with a term which exceeds 25 years from the closing date of such series of Bonds;

(b) The Bonds (other than refunding Bonds and Bonds sold to a federal or state agency) shall only be sold after the taking of public bids therefor (unless current law changes to permit otherwise), and no Bonds shall be sold for less than 97% of par, provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, shall not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the 30-day period next preceding the date notice of the sale of the Bonds is given (or, if the Daily Bond Buyer ceases to exist, a comparable publication reporting average bond interest rates);

(c) The District shall reserve the right to redeem its Bonds not later than the tenth anniversary of the closing date of such Bonds, without premium;

(d) No variable rate Bonds shall be issued by the District;

(e) Any refunding Bonds must provide for a minimum of 3% present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds; and

(f) Capitalized interest shall not exceed three years interest.

Section 3.04 **Other Funds.** The District may obtain and use funds and assets from any available, lawful source to provide for the acquisition, ownership, maintenance, and operation of the District Improvements or its other facilities, as well as to accomplish any purpose

or to exercise any function, act, power, or right authorized by law. Such funds and assets may include revenues from any of the systems, facilities, properties, and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants, and donations from public or private sources and revenues from any other source lawfully available to the District.

**ARTICLE IV.
WATER AND WASTEWATER SERVICE; OTHER UTILITIES**

Section 4.01 **Retail Water Service.** The Land is located within the certificated water service area (“CCN”) of Dripping Springs Water Supply Corporation (“DSWSC”) and will receive retail water service from DSWSC or the successor holder of the DSWSC CCN pursuant to a separate agreement with DSWSC.

Section 4.02 **Retail Wastewater Service.** Retail wastewater collection and treatment services will be provided by the City, the specific terms of which will be governed by separate agreement (the “Wastewater Agreement”). The wastewater collection systems within the District shall be owned by the City. Subject to specific terms to be determined by the Wastewater Agreement, which could include interim alternatives, the City agrees and commits to provide wastewater service sufficient for the full build-out of the District at flow rates sufficient to meet the minimum requirements of all Applicable Regulations, and agrees to provide written confirmation of the availability of service upon the District’s request if required in connection with any District Bond sale.

Section 4.03 **Other Utilities.** The City will provide solid waste and recycling services within the District for the same rates, in the same manner, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, that the City provides solid waste and recycling services to other customers inside its corporate limits. The District will have no liability for charges for such services except for charges for services provided to the District, if any. The Developer will have the right to select the providers of cable television, gas, telephone, telecommunications, and all other utilities and services, or to provide “bundled” utilities within the Land.

**ARTICLE V.
DESIGN, FINANCING, CONSTRUCTION, CONVEYANCE, OWNERSHIP,
OPERATION, AND MAINTENANCE OF DISTRICT IMPROVEMENTS**

Section 5.01 **Design, Financing, and Construction.** Unless otherwise specifically provided in this Agreement, the Developer will design, finance, construct, and convey to the City (or, in the case of water improvements, convey to DSWSC) on behalf of the District all District Improvements at no cost to the City. Construction of all District Improvements will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54 of the Texas Water Code. All District Improvements will be designed and constructed in accordance with the Applicable Rules and the regulations of any other governmental entities with jurisdiction and pursuant to plans and specifications approved by the City. Neither the Developer nor the District will be required to pay for or construct any improvements to the City’s existing utility systems or other off-site improvements required to serve the Land, except as

provided for herein with respect to the District Improvements or by separate agreement. Further, unless the Developer's service requirements for the Land change or the Parties otherwise agree in writing, the City will not require that any Developer or the District oversize, finance, or construct any utility or road improvements to serve property other than the Land.

Section 5.02 **Conveyance, Ownership, Operation, and Maintenance.** Upon completion of construction of each phase of the District Improvements, subject to the Developer's right, if any, to reimbursement from the District for the cost of those District Improvements in accordance with applicable law: (a) the Developer will promptly convey the water utility components of the District Improvements to DSWSC for operation and maintenance in accordance with the rules and regulations of DSWSC; (b) the City will accept the remainder of the District Improvements (the "City Operated District Improvements") for operation and maintenance in accordance with the Applicable Rules; and (c) the Developer will promptly convey the City Operated District Improvements to the City, subject to (i) the City's obligation to provide service to the District as provided in this Agreement, and (ii) a reservation of all capacity in the City Operated District Improvements for the benefit of the District. The Developer will also assign to the City all easements, contract rights, warranties, guarantees, assurances of performance, and bonds related to the City Operated District Improvements that are conveyed to the City. The City agrees that its acceptance of the City Operated District Improvements and the related assignments will not be unreasonably withheld, conditioned, or delayed. Upon any such conveyance and acceptance, the City agrees to operate and maintain such City Operated District Improvements in good condition and working order and to provide service to the District in accordance with this Agreement. Conveyance will not affect the Developer's right to reimbursement from the District for the cost of any District Improvements. Nothing herein will prevent the City from using City Operated District Improvements to serve customers outside of the District provided that there is sufficient capacity reserved to serve the residents and property owners within the District as and when required by development within the Land.

ARTICLE VI. DEVELOPMENT MATTERS

Section 6.01 **Development Matters.**

(a) The City hereby confirms its approval of up to 531 residential units together with governmental, retail, and office uses within the Land. The Developer shall apply for zoning related to this approval. The Project shall comply with all Applicable Rules unless otherwise modified by this Agreement or future approvals.

Section 6.02 **Land Uses, Density, and Open Space.**

(a) The Land uses will be limited to townhomes, residential lots, and retail, office, governmental/utility/institutional, and park uses as reflected on the Concept Plan and comply with the Applicable Rules related to the approved zoning classification for the Land. The residential units will be townhomes or detached residential lots as defined by the Applicable Rules and the approved zoning classification for the Land.

(1) Detached single family residential units shall consist of 100% masonry on all elevations. Native stone, brick masonry, stucco, and cementitious siding shall be deemed appropriate materials to satisfy the masonry requirement.

(2) The front elevation of all detached single family residential homes shall contain wall plane articulation in compliance with the following. No elevation shall be single wall plane across the entire width of the front elevation. Each front elevation shall contain a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:

- a. A minimum of two wall planes on the front elevation, offset a minimum of 18 inches;
- b. Covered front porches or patio with a minimum size of 60 square feet;
- c. A side-entry or swing-in garage entry (for garage doors that do not face the front street);
- d. A garage door recessed from the primary front facade a minimum of four feet (for garage doors that face the street);
- e. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);
- f. Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail;
- g. A combination of at least two roof types (e.g. hip and gable) or two different roof planes of varying height and/or direction;
- h. Two or more masonry finishes to compliment the architectural style of the home; and
- i. The addition of one or more dormers on the front elevation to compliment the architectural style of the home.

(3) Although the requirements of subsections (1) and (2) above technically apply only to detached single family residential units, substantively similar requirements, modified as appropriate based on product type, will apply to townhomes.

(4) The Land may include multiple phases for platting purposes.

(b) The overall density of the development of the Land will be a maximum of 4.7 dwelling units per acre, composed of 351 single family townhome units and 180 single family lots, as shown on the Concept Plan.

(1) Each of the townhome rows will be restricted to no more than six attached units per building/slab.

(2) The single family lots shall have a minimum lot area of 6,000 square feet with the width at the street frontage of 50 feet.

(3) The retail/GUI areas will be limited to no more than a total of 6.4 acres, which may be altered upon receipt of written administrative approval from the City Administrator.

(c) The areas designated on the Concept Plan as Open Space are composed of detention/water quality areas, stream setbacks, slopes and landscape buffers containing 23.9 acres, all as shown on the Concept Plan. In addition, the Project will have pocket parks, trails, and a potential town green dedicated to the City. This Open Space with the listed amenities shall fulfill and satisfy all parkland dedication requirements of the Land to the City, including, but not limited to, the requirements of Article 28.03 (Parkland Dedication) and Sections 19.1 and 19.4 (Subdivisions) of the Applicable Rules. However, the Park Development Fees in Section 28.03.010 of the Applicable Rules shall be paid at time of Final Plat. The Developer shall submit a Master Parks and Open Space Plan that complies with this Agreement at time of Final Platting.

(d) The Project shall comply with the adopted City-wide Trail Plan in effect as of the Effective Date of this Agreement.

Section 6.03 **Easement Dedications.** In consideration for the City's consent to the creation of the District, the Owners (as to their respective tracts) agree to dedicate and convey to the City, at no cost to the City, the collector road and wastewater easements depicted on **Exhibit D.** The Owners reserve the right to seek reimbursement for such dedications from the District in accordance with this Agreement and applicable law.

Section 6.04 **Phased Development.** Because it is anticipated that the Land will be developed in phases, portions of the Land not under active development may remain in use as agricultural lands or as open space land.

Section 6.05 **"Developer" Status.** If and as an Owner, or any successor or permitted assignee of an Owner, initiates development of all or any portion of the Land, such Owner, or the applicable successor or permitted assignee of the Owner, will notify the City in writing of such election (which notice must also describe the portion of the Land to be developed), at which time the Owner, or the applicable successor or permitted assignee of the Owner, will become (and will be deemed to have assumed the obligations of) a "Developer" under this Agreement as to the portion of the Land described in the notice.

Section 6.06 **Uniform and Continued Development; Vesting.** The Parties intend that this Agreement authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration. Accordingly, the Land will be developed and the infrastructure required for the Land will be designed and constructed in accordance with the Applicable Rules, the Concept Plan, and this Agreement. Subject to the terms and conditions of this Agreement, the City confirms and agrees that the Owners and any Developer

hereunder have vested authority to develop the Land in accordance with the Applicable Rules. Ordinances, rules, or regulations, or changes or modifications to the City's ordinances, rules, and regulations, adopted after the Effective Date of this Agreement will only be applicable to the extent permitted by Chapter 245 of the Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control. The City further agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Land; or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats or other necessary approvals, within the Land. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting imminent threat to the public health or safety, however, any such a moratorium may continue only during the duration of the emergency.

Section 6.07 **Term of Approvals.** The Concept Plan, and any preliminary subdivision plat or final subdivision plat that is consistent with the Concept Plan, the Applicable Rules, and State law, will be effective for the term of this Agreement.

Section 6.08 **Director Lots.** The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

Section 6.09 **Manufactured Home for District Elections.** One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, maintenance tax, and bond elections. The manufactured home permitted by this Agreement will comply with all City regulations and will be removed within sixty (60) days from the date of last election needed for the purposes of this Agreement.

Section 6.10 **Impact Fees.** Any impact fees payable to the City with respect to the Land will be paid by or on behalf of the Developer to the City in accordance with the Applicable Rules; and, in consideration of the payment of impact fees to the City, the Developer will acquire, on behalf of the District, the guaranteed right to receive service from the City's systems, as applicable, for the living unit equivalents of service for which impact fees have been paid. Any impact fees payable to DSWSC with respect to the Land will be paid by or on behalf of the Developer to DSWSC in accordance with DSWSC's rules.

Section 6.11 **Building Code.** All buildings shall be constructed in accordance with the building or construction codes in the Applicable Rules. Fees for all building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement. The City will provide inspections in a prompt and timely manner.

Section 6.12 **Lighting.** All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the Applicable Rules.

Section 6.13 Tree Preservation. Article 28.06, Landscaping and Tree Preservation, of the Applicable Rules shall apply to the Land.

**ARTICLE VII.
MISCELLANEOUS PROVISIONS**

Section 7.01 Authority. This Agreement is entered into, in part, under the statutory authority of Section 552.014, Texas Local Government Code, which authorizes the City to enter into a written contract with a water district created under Article XVI, Section 59 of the Texas Constitution under which the district will acquire for the benefit of and convey to the City one or more projects. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with applicable law and City ordinances. Each Owner hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of such Owner.

Section 7.02 Term. The term of this Agreement shall commence on the Effective Date and (unless terminated pursuant to the terms hereof) shall continue until the District is dissolved in accordance with Section 2.04 above.

Section 7.03 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City, the Owners, and, following creation of the District, the District; may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the City, the Owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District; and, after full-build out of the Land, may be terminated or amended at any time by the mutual written consent of the City and the District.

Section 7.04 Remedies.

(a) If the City defaults under this Agreement, the Owners or the District may give notice setting forth the event of default ("Notice") to the City. If the City fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owners or the District may enforce this Agreement by a writ of mandamus from a Hays County District Court or terminate this Agreement; however, any such remedy will not revoke the City's consent to the creation of the District.

(b) If an Owner defaults under this Agreement, the City or the District may give Notice to the Owner. If the Owner fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the District may enforce this Agreement by injunctive relief from a Hays County District Court or terminate this Agreement as to the portion of the Land owned by such Owner; however, except as permitted by Section 2.02(a), any such remedy will not revoke the City's consent to the creation of the District.

(c) If the District defaults under this Agreement, the City or the Owners may give Notice to the District. If the District fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the Owners may enforce this Agreement by a writ of mandamus from a Hays County District Court or terminate this Agreement; however, any such remedy will not revoke the City's consent to the creation of the District.

(d) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

Section 7.05 Assignment.

(a) This Agreement, and the rights of the Owners hereunder, may be assigned by the Owners, with the City's consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the City. The City's consent to any proposed assignment will not be unreasonably withheld or delayed. The City hereby expressly consents to and approves the assignment of this Agreement to Dripping Springs Partners, Limited Liability Company and agrees that no further consent to such an assignment will be necessary; however, a copy of such assignment must be delivered to the City.

(b) If an Owner assigns its rights and obligations hereunder as to a portion of the Land, then the rights and obligations of any assignee and the Owner will be severable, and the Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Owner or Developer, the City may pursue all remedies against that nonperforming Owner or Developer, but will not impede development activities of any performing Owner(s) or Developer(s) as a result of that nonperformance.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 7.06 Cooperation.

(a) The Parties each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with the Developer(s) in connection with any waivers or approvals that the Developer(s) may desire from Hays County in order to avoid the duplication of facilities or services in connection with the development of the Land.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Parties agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

(d) Whenever the term “approve” or “approval” is used in this Agreement, the party whose approval is required will not unreasonably withhold or delay it. Where approval is necessary, the party seeking approval may request approval in writing. If the party whose approval is requested fails to either approve the submittal or provide written comments specifically identifying the required changes within 60 working days, the submittal, as submitted by the requesting party, will be deemed to have been approved by the party whose approval is requested.

Section 7.07 **Notice.** Any notice given under this Agreement must be in writing and may be given: (a) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (b) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the Party to be notified and with all charges prepaid; or (c) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

CITY: City of Dripping Springs
 Attn: City Administrator
 P.O. Box 384
 Dripping Springs, Texas 78620

With Required Copy to: City Attorney
 P.O. Box 384
 Dripping Springs, Texas 78620

OWNERS: Robert Mokhtarian, Individually and as
 Trustee for Edward Mokhtarian and
 Edmund Mokhtarian
 c/o Gregg Bell
 100 Congress Avenue, Suite 200
 Austin, Texas 78701

740 Sports Park, LLC
Attn: David Denbow
2780 West Hwy 290, Bldg. A
Dripping Springs, Texas 78620

Clinton and Dawn Cunningham
840 Sports Park Road
Dripping Springs, Texas 78620

DISTRICT: John W. Bartram
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

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

Section 7.08 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 7.09 Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 7.10 Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Hays County, Texas.

Section 7.11 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 7.12 Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective (as of the Effective Date of this Agreement) only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 7.13 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday,

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

Section 7.14 **Force Majeure.** If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 7.15 **Interpretation.** As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 7.16 **No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and neither the City, the District, nor the Owners intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City, the District, and the Owners (and any permitted assignee of the Owners).

Section 7.17 **Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A-1** Legal Description of Land for Mokhtarian
- Exhibit A-2** Legal Description of Land for 740 SP
- Exhibit A-3** Legal Description of Land for Cunningham
- Exhibit B** Concept Plan
- Exhibit C** City Consent Resolution
- Exhibit D** Easement Dedications

* * *

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date of this Agreement.

(Signatures on the following pages.)

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

CITY:

CITY OF DRIPPING SPRINGS

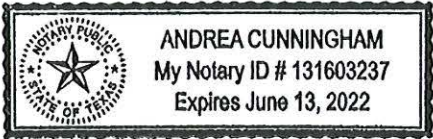
By: Bill Foulds, Jr.
Bill Foulds, Jr., Mayor

Date: 11/22/2021

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on November 22, 2021, by Bill Foulds, Jr., Mayor of the City of Dripping Springs, a Texas Type A general law municipality on behalf of said municipality.

Andrea Cunningham
Notary Public Signature

(Seal) 

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS:

Robert Mokhtarian, Individually

Robert Mokhtarian, Trustee
Edward Mokhtarian Trust

Robert Mokhtarian, Trustee
Edmund Mokhtarian Trust

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by Robert Mokhtarian, individually.

(SEAL) _____
Notary Public Signature

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by Robert Mokhtarian, as Trustee for the Edward Mokhtarian Trust on behalf of said Trust.

(SEAL) _____
Notary Public Signature

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, as Trustee for the Edmund Mokhtarian Trust on behalf of said Trust.

(SEAL)

Notary Public Signature

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS (continued):

740 SPORTS PARK, LLC, a Texas limited liability company

By: _____
David Denbow, President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public Signature

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS (continued):

Clinton Cunningham

Dawn Cunningham

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by Clinton Cunningham, individually.

(SEAL)

Notary Public Signature

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by Dawn Cunningham, individually.

(SEAL)

Notary Public Signature

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

DISTRICT:

DRIPPING SPRINGS MUNICIPAL
UTILITY DISTRICT NO. 1

By: _____,
_____, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 202__, by
_____, President of the Board of Directors of Dripping Springs Municipal Utility District
No. 1, a political subdivision of the State of Texas, on behalf of said District.

(SEAL)

Notary Public Signature

Description of the Land

EXHIBIT A-1

Legal Description of Mokhtarian Land (Two Tracts)

Mokhtarian Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60#D nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fiola Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

Mokhtarian Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60 FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 28, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 85.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 766, PAGE 806, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 85.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRES STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KCE ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHOT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 874, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.04 feet to a 1/2-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/2-inch iron rod found for a southeast adjacent corner of said 40.00 acre tract, and a most westerly northwest adjacent corner of said 85.2767 acre tract and herein, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/2-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/2-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 788.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/2-inch iron rod found on the south line of said 85.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
18740 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
612-888-2238
Firm Registration No.: 10081700



Bryan D. Newsome 12 November 2017
Bryan D. Newsome Registered Professional Land Surveyor No. 5857 Date

EXHIBIT A-2

Legal Description of 740 SP Land (Three Tracts)

740 SP Land Tract 1:

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704-138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 359.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°48'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

740 SP Land Tract 2:

Non-exclusive right of way and utility easement in common with other parties, as created and further described in that conveyance recorded in Volume 181, Page 171, Deed Record, Hays County, Texas.

740 SP Land Tract 3:

Non-exclusive ingress and-easement in common with other parties, as created and further described in that conveyance recorded in Document No. 18007850, Official Public Records, Hays County, Texas.

EXHIBIT A-3

Legal Description of Cunningham Land (Five Tracts)

Cunningham Tract 1:

Being 10.00 acres of land, more or less, in the P. A. SMITH SURVEY, ABSTRACT NO. 415, situated in Hays County, Texas, being that same tract conveyed in Volume 4258, Page 618, of the Official Public Records of Hays County, Texas and as more particularly described by metes and bounds as follows:

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-D nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: I=15°12'13", R=689.28 feet, T=91.99 feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

Cunningham Tract 2:

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Mara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Fleola Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

Cunningham Tract 3:

Tract 3: Easement estate as created and described in Easement Agreement dated March 16, 1960, recorded in Volume 181, Page 171, Deed Records of Hays County, Texas, and being more particularly described therein.

Cunningham Tract 4:

Tract 4: Easement estate as created and described in Ingress and Egress Easement dated February 24, 2018, recorded in Document No. 18007849, of the Deed Records of Hays County, Texas, and being more particularly described therein.

Cunningham Tract 5:

Tract 5: Easement estate as created and described in in that certain Deed of Easement dated July 31, 1993, recorded in Volume 1010, Page 53, of the Official Public Records of Hays County, Texas, and being more particularly described therein.

Item 7.

EXHIBIT B

Concept Plan

LAND USE SUMMARY

SEPARATION	ACRES	PERCENT	UNITS	NET AREA
TOWNHOME PRODUCT	72.0 AC	22.4%	72 UNITS	81.7 AC
SPACED PRODUCT	858.0 AC	77.6%	1,359 UNITS	858.0 AC
TOTAL	930.0 AC	100%	2,079 UNITS	940.7 AC

Notes:
 * Open space includes detention/water quality, easements, green parks, slopes and landscape buffers.

Scale: 1" = 400'
 Date: August 05, 2021

SEC Planning, LLC
 Land Planning • Landscape Architecture • Community Planning

CONCEPT
MOKTARIAN TRACT
 DRIPPING SPRINGS, TEXAS

City of Dripping Springs
 MUD Creation & Operation Agreement

Dripping Springs MUD No. 1
 Page 31 of 51

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EXHIBIT C

City Consent Resolution

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-R33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), CONSENTING TO THE CREATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 ON THE MOKHTARIAN, CUNNINGHAM, AND 740 SPORTS PARK TRACTS FOR THE VILLAGE GROVE SUBDIVISION; PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, pursuant to Section 42.042 of the *Texas Local Government Code* and Section 54.016 of the *Texas Water Code*, Robert Mokhtarian, Individually; Robert Mokhtarian, Trustee for Edward Mokhtarian; Robert Mokhtarian, Trustee for Edmund Mokhtarian; 740 Sports Park, LLC, a Texas limited liability company; and Clinton D. Cunningham and Dawn Cunningham (collectively, the "Owners") have submitted to the City the petition attached as Exhibit "A" to this Resolution (the "Petition") requesting the City's consent to the creation of Dripping Springs Municipal Utility District No. 1 (the "District") over the land more particularly described in the Petition (the "Land"), which, at the time of submission of the Petition, was located within the City's extraterritorial jurisdiction but proposed to be annexed into the corporate boundaries of the City; and

WHEREAS, the City has annexed the Land proposed to be included in the District; and

WHEREAS, the City and Owners have negotiated an Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1; and

WHEREAS, following review of the Petition and Agreement, the City desires to grant the Petition and consent to the creation of the District over the Land, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, THAT:

SECTION 1. CONSENT

The City, in reliance upon statements in the Petition regarding the Petitioners' ownership of the Land in the District, hereby grants the Petition and, in accordance with Section 42.042 of the *Texas Local Government Code* and Section 54.016 of the *Texas Water Code*, specifically gives its written consent to the creation of the District over the Land.

That the Mayor of the City is hereby authorized to execute the Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1 and that the City Secretary is hereby authorized to attest such execution for and on behalf of the City.

SECTION 2. EFFECTIVE DATE


This Resolution shall be in full force and effect from and after its passage on the date shown below.

SECTION 3. OPEN MEETINGS

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, *Texas Government Code*, as amended.

PASSED & APPROVED this, the 19th day of October 2021, by a vote of 3 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:



Bill Foulds, Jr., Mayor

ATTEST:



Andrea Cunningham, City Secretary

City of Dripping Springs

SEP 24 2021

PETITION FOR CONSENT TO CREATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 Rec'd by City Secretary

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS:

The undersigned (collectively, the "Petitioners"), holding title to the land described below (the "Land") and acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, respectfully petition the City Council of the City of Dripping Springs, Texas (the "City") for its written consent to the creation of a municipal utility district over the Land and, in support of this Petition, would show the following:

I.

The name of the proposed district is DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 (the "District").

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto. It is proposed that the District be granted road powers under the authority of Article III, Section 52 of the Texas Constitution.

III.

The Land proposed to be contained within the District is a total of 112.2903 acres of land, more or less, situated in Hays County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference. All of the Land is currently located within the extraterritorial jurisdiction of the City; however, Petitioners intend to voluntarily request that the Land be annexed into the corporate boundaries of the City prior to creation of the District. The Land may be properly be included within the District.

IV.

Petitioners hold title to the Land proposed to be included within the District and are the owners of a majority in value of such Land, as indicated by the tax rolls of Hays County, Texas. The only lienholder on the Land, PlainsCapital Bank, has consented to the creation of the District as evidenced by the Certificate of Lienholder's Consent attached as Exhibit B.

V.

The general nature of the work proposed to be done by the District, as contemplated at the present time, is the design, construction, acquisition, improvement, extension, financing, and issuance of bonds: (i) for maintenance, operation, and conveyance of an adequate and efficient water works and sanitary sewer system for domestic and commercial purposes; (ii) for maintenance, operation, and conveyance of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate, and amend local storm waters or other harmful excesses of waters; (iii) for conveyance of roads and improvements in aid of roads; and (iv) for maintenance, operation, and

{W1068793.2}

conveyance of such other additional facilities, systems, plants, and enterprises as may be consistent with any or all of the purposes for which the District is created.

VI.

There is a necessity for the above-described work because there is not now available within the area an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or roadway system to serve the Land, which will be developed for a mix of single-family residential, multi-family residential, and commercial uses. The health and welfare of the present and future inhabitants of the area and of the adjacent areas require the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system. A public necessity therefore exists for the creation of the District, in order to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of a waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

A preliminary investigation has been made to determine the cost of the proposed District's projects, and it is now estimated by the Petitioners, from such information as is available at this time, that such cost will be approximately \$23,643,904.00.

VIII.

Petitioners, by submission of this Petition, request the City's consent to the creation of the District, as described in this Petition.

Petitioners request that this Petition be heard and that the City Council duly pass and approve an ordinance or resolution granting its consent to the creation of the District and authorizing the inclusion of the Land within the District.

EXECUTED on the date or dates indicated below, to be effective the 16th day of September, 2021.

PETITIONERS:

As to the 79.0723 acres described in Exhibit A-1 and the 1.18 acres described in Exhibit A-2

By: [Signature]
Robert Mokhtarian, Individually

By: [Signature]
Robert Mokhtarian, Trustee
Edward Mokhtarian Trust

By: [Signature]
Robert Mokhtarian, Trustee
Edmund Mokhtarian Trust

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, individually.

See attached certificate

Notary Public Signature

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, Trustee of the Edward Mokhtarian Trust on behalf of said Trust.

See attached certificate

Notary Public Signature

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, Trustee of the Edmund Mokhtarian Trust on behalf of said Trust.

See attached certificate

Notary Public Signature

(SEAL)

{W1068793.2}

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On September 15, 2021 before me, Narciso Meza, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Robert Mokhtarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Narciso Meza
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Petition For Consent To Creation of Dripping Springs Municipal Utility Distr Document Date: Sept. 15 2021
Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Mokhtarian
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

PETITIONERS (continued):

As to the 17.038 acres described in Exhibit A-3

740 Sports Park, LLC, a Texas limited liability company

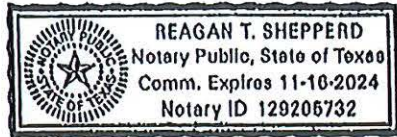
By: 
David Denbow, President

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

This instrument was acknowledged before me on the 10 day of September, 2021, by David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)


Notary Public Signature



PETITIONERS (continued):

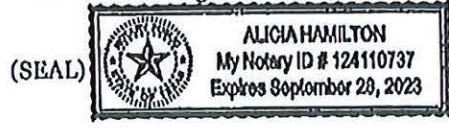
As to the 10.00 acres described in Exhibit A-4 and the 5.000 acres described in Exhibit A-5

By: *Clinton D. Cunningham*
Clinton D. Cunningham

By: *Dawn Cunningham*
Dawn Cunningham

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

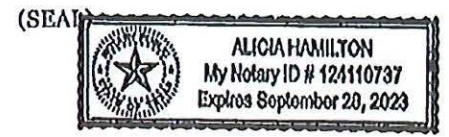
This instrument was acknowledged before me on the 17th day of September 2021, by Clinton D. Cunningham.



Alicia Hamilton
Notary Public Signature

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

This instrument was acknowledged before me on the 17th day of September 2021, by Dawn Cunningham.



Alicia Hamilton
Notary Public Signature

{W1060793.2}

EXHIBIT A

The approximately 112.2903 acres of land consisting of the 79.0723 acres of land more particularly described on the attached Exhibit A-1; the 1.18 acres of land more particularly described on the attached Exhibit A-2; the 17.038 acres of land more particularly described on the attached Exhibit A-3; the 10.00 acres of land more particularly described on the attached Exhibit A-4; and the 5.000 acres of land more particularly described on the attached Exhibit A-5.

EXHIBIT A-1

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE G.H. MALOIT SURVEY AND THE BENJAMIN F. HIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 705, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60# nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 10° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lillian Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fivola Dought by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: L = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: L = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: L = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 07°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

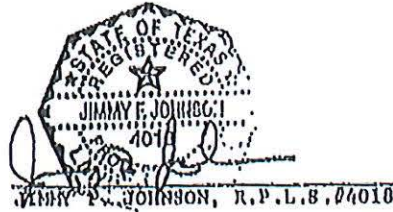


EXHIBIT A-2

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 80 FEET (00') IN WIDTH, TOTALING 1.10 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 2B, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 86.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 768, PAGE 808, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHOY), LESS THAT CALLED 70.0723 ACRE TRACT SEVERED FROM SAID 86.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEU TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 840, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.10 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Foot, Reference Frame: NAD_83(2011) (Epoch: 2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with one stamped "KC ENC" found on the north line of a 30' wide ingress & egress easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHOY), being the most southerly northeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 874, OFFICIAL, same being the southwest corner of that called 17.0810 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 767, Page 709, RPRHOY;

THENCE N 02° 19' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 19' 09" W, with the west line of said 17.0810 acre tract, 408.64 feet to a 1/2-inch iron rod found for the northwest corner of said 17.0810 acre tract, same being the westerly southwest corner of said 86.2767 acre tract, and POINT OF BEGINNING hereof;
- 2) N 02° 19' 09" W, 80.00 feet to a 1/2-inch iron rod found for a southeasterly reentrant corner of said 40.00 acre tract, and a most westerly northwest reentrant corner of said 86.2767 acre tract and hereof, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/2-inch iron rod found on the west line of said 70.0723 acre tract, and being the northern corner hereof; and from which point, a 1/2-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 70.0723 acre tract bears N 02° 19' 09" W, 788.07 feet;

THENCE S 02° 19' 09" E, crossing said 86.2767 acre tract with said west line of 70.0723 acre tract, 80.00 feet to a 1/2-inch iron rod found on the south line of said 86.2767 acre tract, same being the north line of said 17.0810 acre tract, for a southwest corner of said 70.0723 acre tract and southeasterly corner hereof;

THENCE S 87° 46' 51" W, with the south line of said reentrant tract, and north line of said 17.0810 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.10 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Anundity Survey 17677-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
10740 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
612.000-2230
Plan Registration No.: 10001700



Bryan D. Nowoslo 12 November 2017
Bryan D. Nowoslo Registered Professional Land Surveyor No. 6887 Date

EXHIBIT A-3

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an Iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch Iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHC.T.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 869.69 feet to a ½ inch Iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 78.0723 acre tract as described in Volume 1128, Page 849 O.P.R.H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 78.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N76°43'32"E, for a distance of 441.05 feet to a ½ inch Iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 580.13 feet to a ½ inch Iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00 acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch Iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°36'01"E, for a distance of 69.68 feet to a ½ inch Iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 160.23 pass a ½ inch Iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

{W1068793.2}

Exhibit A-3 – Page 1 of 1

EXHIBIT A-4

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE E. 1/4th SECTION 28, T12N, R10E, S12E, LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southwest corner of that certain forty (40.00) acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 101, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Meason by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60" dia nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the north boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the north boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: $r=15°12'13"$, $R=689.28$ feet, $T=91.99$ feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

{W1068793.2}

City of Dripping Springs
Resolution No. 2021-R33
City of Dripping Springs
MUD Creation & Operation Agreement

Exhibit A-4 - Page 1 of 2

Dripping Springs MUD No. 1 Consent
Page 14 of 18
Dripping Springs MUD No. 1
Page 46 of 51

May 25, 1909
Re: 10.00 acre tract
Page 2

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°49'13" W for 636.33 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


J. H. O'NEIL
Surveyor
H. 04610
Updated 9-3-93

Job 01646

EXHIBIT A-5

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDARIES AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. G. and Nora Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

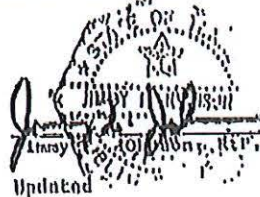
THENCE, along the east boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Elena Bennett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southeast corner of the above described Bennett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 302.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Surveyor of Hays County, Tex. 04010
Printed 9-3-93

Job #1651

EXHIBIT B

CERTIFICATE OF LIENHOLDER'S CONSENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

PlainCapital Bank, Texas state bank, being the lienholder on a portion of the land that is proposed to be included in Dripping Springs Municipal Utility District No. 1, as described by metes and bounds on the attached Exhibit "1", hereby consents to the Petition for Creation of Dripping Springs Municipal Utility District No. 1 signed by Robert Mokhtarian, Individually; Robert Mokhtarian, Trustee for Edward Mokhtarian Trust; Robert Mokhtarian, Trustee for Edmund Mokhtarian; David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company; and Clinton D. Cunningham and Dawn Cunningham concerning such land.

WITNESS MY HAND effective as of the 10th day of SEPTEMBER, 2021.

PlainsCapital Bank, a Texas state bank

By: [Signature]
Printed Name: Tommy Ward
Title: Vice President
Date: 9-10-21

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was executed before me on this 10th day of September, 2021, by Tommy WARD, VICE PRESIDENT of PlainsCapital Bank, a Texas state bank, on behalf of said bank.



[Signature]
Notary Public Signature

EXHIBIT "1"

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an Iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch Iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch Iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N01°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N76°43'32"E, for a distance of 441.05 feet to a ½ inch Iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4268, Page 618 O.P.T.H.C.T.;

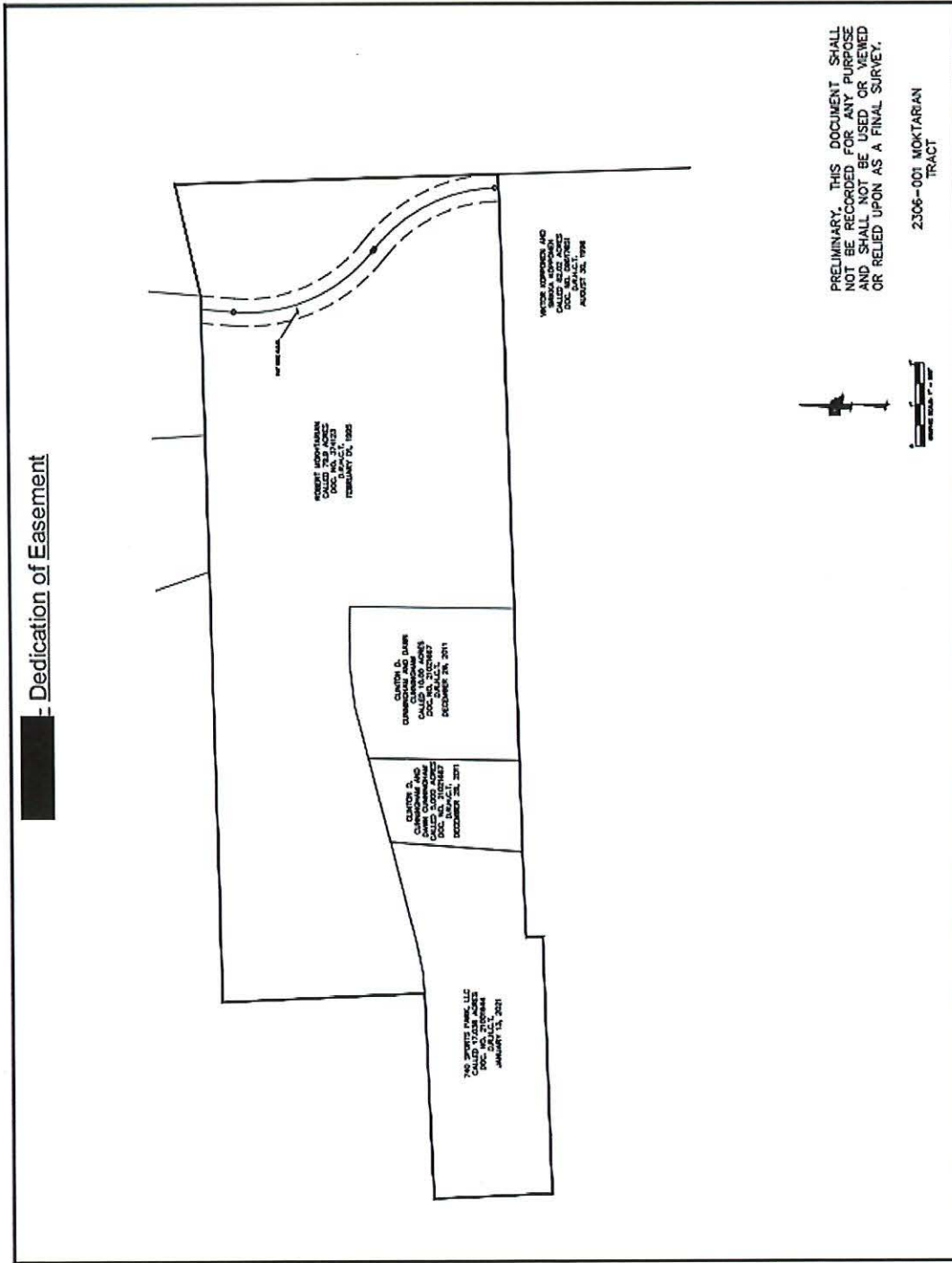
THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 580.13 feet to a ½ inch Iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00 acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch Iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch Iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch Iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

EXHIBIT D

Easement Dedications



CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2021-41

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNERS APPROXIMATELY 111.1103 ACRES OF LAND INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Dripping Springs (“City”) is a Type-A, General Law municipality located in Hays County, Texas with the rights and privileges thereto; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex area adjacent to the municipality by petition of area landowners in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

WHEREAS, the City received a written petition from Clinton Cunningham and Dawn Cunningham requesting the voluntary annexation of the area described in Exhibit “A” on September 30, 2021; and

WHEREAS, the area identified in Exhibit “A”, 15 acres located in the P.A. Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City received a written petition from 740 Sports Park LLC, requesting the voluntary annexation of the area described in Exhibit “B” on October 1, 2021; and

WHEREAS, the area identified in Exhibit “B”, 17.038 acres located in the P.A Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City received a written from petition Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and as Trustee for Edmund Mokhtarian requesting the voluntary annexation of the area described in Exhibit “C” on October 12, 2021; and

WHEREAS, the area identified in Exhibit “C”, 79.0723 acres of the P.A. Smith League Survey, the C.H. Malott Survey and the Benjamin F. Mims Survey No. 8, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City Council granted the petitions and allowed City staff to proceed with negotiating the service agreement with the property owners, in accordance with Section 43.0672 of Texas Local Government Code; and

WHEREAS, the City Council conducted a public hearing and considered testimony regarding

the annexation of the property, in accordance with Section 43.0673 of Texas Local Government Code on October 19, 2021; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

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

1. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of Dripping Springs, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

2. ANNEXATION OF TERRITORY

- A.** The property in the area described in Exhibit “A”, “B” and “C”, which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Dripping Springs, and is made an integral part, hereof.
- B.** The official map and boundaries of the City of Dripping Springs are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City’s extraterritorial jurisdiction resulting from such annexation.
- C.** An annexation agreement was executed prior to the annexation approval in accordance with Section 43.0672 of Texas Local Government Code and is attached hereto as part of Exhibit “A”, “B” and “C” and incorporated herein for all intents and purposes.
- D.** The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Dripping Springs and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

3. EFFECTIVE DATE

This ordinance is effective, and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

4. FILING

- A.** The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B.** The City Secretary is hereby instructed to have prepared maps depicting the new municipal

boundaries and extraterritorial jurisdiction.

- C. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.
- D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller's Office.

5. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

6. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED this the 19th day of October 2021, by a vote of 3 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of the City of Dripping Springs, Texas.

THE CITY OF DRIPPING SPRINGS:



Bill Foulds Jr.

 Bill Foulds Jr.

ATTEST:

Andrea Cunningham

 Andrea Cunningham, City Secretary

EXHIBIT "A"

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.


The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: October 18, 2021.



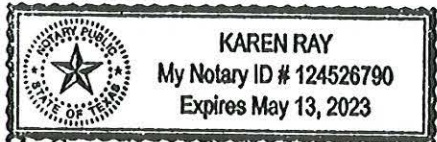
Clinton Cunningham



Dawn Cunningham

STATTE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on October 18 2021 by Clinton Cunningham and Dawn Cunningham.



My Commission Expires: _____



Notary Public, State of Texas

EXHIBIT A

Property Legal Description:

Tract 1:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SHERIDAN LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty (40.00) acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide increase and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Henson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-0 nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: $\Delta=15^{\circ}12'13"$, $R=689.28$ feet, $T=91.99$ feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'56" E for 230.19 feet to an iron pin set for the northeast corner of the herein described tract.

May 25, 1989
Re: 10.00 acre tract
Page 2

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy L. Johnson
State of Texas License No. 74010
Surveyor

Job #1646

Updated

9-3-93

Tract 2:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Hara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

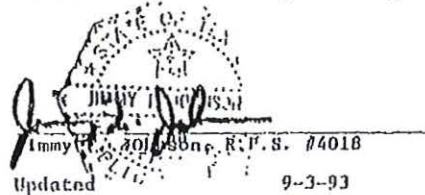
THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 60.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Etola Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 302.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy R. Gibson, R.P.S. #74018
Updated 9-3-93

Job #1651

EXHIBIT “B”

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**


TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: 10/1, 2021.

740 Sports Park, LLC
A Texas limited liability company

By: 
Name: David Denbow
Title: Manager

STATTE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on October 1st, 2021 by David Denbow, Manager of 740 Sport Park, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

My Commission Expires: 11-16-2024

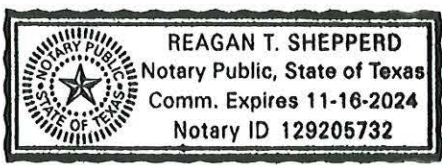


EXHIBIT A

Property Legal Description:

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N61°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°48'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

EXHIBIT “C”

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: 10/12, 2021.



Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian

STATTE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 10-12, 2021 by Robert Mokhtarian, Robert Mokhtarian Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian.

A. Valadez
Notary Public, State of California

My Commission Expires: 09-23-2024

See attached CA Acknowledgment
10-12-2021 A-V,

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

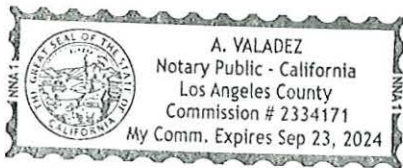
On 10-12-2021 before me, A. Valadez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Mokhtarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature A. Valadez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Petition Requesting Annexation of Territory
Title or Type of Document: Document Date: 10-12-2021
Number of Pages: 1 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

EXHIBIT A

Property Legal Description:

Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60#D¹ nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fioela Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.


THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.



 JIMMY F. JOHNSON, R.P.L.S. #4018

Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 86.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 788, PAGE 808, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 86.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1462, Page 671, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.84 feet to a 1/4-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 86.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/4-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 86.2767 acre tract and herein, and
- 3) N 87° 48' 51" E, 859.70 feet to a 1/4-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/4-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 788.07 feet;

THENCE S 02° 13' 09" E, crossing said 86.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/4-inch iron rod found on the south line of said 86.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 48' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
16740 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-868-2238
Firm Registration No.: 10091700



Bryan D. Newsome
Bryan D. Newsome Registered Professional Land Surveyor No. 5657 Date *13 November 2017*

Questions and Concerns Regarding the Impact of Village Grove Development on Adjacent Landowners

Submitted by Eugene, Brenda, and Rosemary Foster (27106 RR 12 South /Hays County Appraisal Parcel # R19962)

Procedural and Timeline Questions

1. What are the prerequisites and timelines for the P&Z review and approval of the proposed Village Grove development?
2. What are the prerequisites and timelines for City Council review and approval of the corresponding annexation request related to the proposed Village Grove development?
3. What are the prerequisites and timelines for City Council review and approval of the Municipal Utility District (MUD) application related to the proposed Village Grove development?
4. Did the City of Dripping Springs (City) provide advance notification to all adjacent landowners of public hearings, annexation requests, and MUD applications related to the proposed Village Grove development? If not, why not?
5. Why are some adjacent property owners not listed on 'Exhibit A – Legal Description of Land' filed with the MUD application with the City of Dripping Springs?
6. What happens if the City or TCEQ do not provide approval for the MUD application?
7. Is the P&Z aware how the Village Grove development project is being funded?
8. Is the City providing any financial or other incentives to support the proposed Village Grove development?

Environmental Impact Questions

9. Regarding the Village Grove development plan presented for P&Z review:
 - a. Are the road and trail improvements adjacent public or private?
 - b. What number of vehicles are projected to use this road daily in each phase of the development?
 - c. Does the P&Z consider safety, noise, atmospheric, and light impacts on adjacent properties

10. Will the developer be required to place a fence around the proposed development? If so, will the materials, height, etc. be sufficient to mitigate the safety, noise, atmospheric, and light impacts on adjacent property owners?
11. How will P&Z ensure the proposed Village Grove development does not diminish or degrade the quantity and quality of existing water wells on adjacent properties?
12. Has the developer presented Due Diligence documentation regarding the presence of potentially hazardous waste dumps and abandoned well sites within the proposed Village Grove property?
13. Will P&Z and the City be conducting Texas Antiquities Code archeological survey and assessments for the proposed Village Grove development.
14. Has the developer presented a Feasibility Study to the P&Z? If not, will the P&Z require one?
15. Is P&Z coordinating with Hays County to ensure compliance with the Hays County Regional Habitat Conservation Plan?
16. Is P&Z requiring the developer to consult with U.S. Fish & Wildlife regarding potential impacts to threatened and endangered species?
17. How does the landfill located on the 740 Sports Park LLC property impact the development?

Land Use, Utility, and Zoning Questions

18. How will P&Z approval of the proposed Village Grove development affect current land use and zoning of adjacent properties?
19. How many people and at what density will P&Z be approving for occupation of the proposed Village Grove development, initially and eventually as it is completed in phases?
 - a. How many adults?
 - b. How many school age children?
20. How will P&Z ensure that the proposed Village Grove development does not adversely affect the adjacent landowners by relocation or disruption of electrical service?
21. How will P&Z prevent surface water drainage, erosion, and fertilizers from the proposed Village Grove development from adversely impacting adjacent property owners before, during and after construction?
22. How will sanitary sewer and wastewater (WW) treatment be handled during each phase of the Village Grove development?

23. Does P&Z anticipate that WW treatment for the Village Grove development will be immediately or eventually provided at the City's current WW Treatment Plant on Onion Creek?
24. Has P&Z received TCEQ-approval for expansion of its existing WW Treatment facility on Onion Creek?
25. Does P&Z anticipate that it will approve temporary on-site waste-water treatment until final connections and treatment are provided at a TCEQ-approved W/WW treatment facility?

Dripping Springs Staff and P&Z Commissioners,

This letter is provided in response to the presentation and discussions held at the May 10, 2022 Dripping Springs Planning & Zoning (P&Z) Commission Workshop regarding the proposed Village Grove Planned Development District (VG PDD), Item 2 on the agenda, as well as to the Notice of Public Hearings for Planned Development District Application Case#: PDD2021-0003 Village Grove, PDD#14 Allowing Residential and Local Retail Uses.

Our property, Hays County Property Number R19962, owners Eugene R. Foster, Jr., Brenda L. Foster, and Rosemary Foster, is entirely within the 200-foot buffer zone of VG PDD, with approximately 1000' of our north boundary line directly adjacent to VG PDD. As noted in our 3-minute allocation of time, The negative impact to our current and future use of this property will be direct, adverse, and permanent.

We previously expressed our concerns and opposition to the project during the November 9, 2021 P&Z meeting, when we presented a list of questions and requested opportunities to discuss the project with City staff and P&Z commissioners. During this meeting we were assured that the development was in the early stages and that we as directly affected landowners would be involved throughout the project review process. We also attended the November 16, 2021 City Council meeting to provide our support for the Development Moratorium and to again present our concerns regarding the impacts VG PDD will have on us. On February 15, 2022, we again attended the City Council meeting to ask questions concerning the roadway proposed along our north boundary line. Although city employees contacted us concerning the roadway, we received no useful replies to our questions and the only email from the DS Planning Director declined to answer our questions and recommended that we talk instead with the developers regarding our list of questions/concerns.

To that end, we have held several meetings with developer representatives Matthew Scrivener and John Doucet regarding our concerns and the negative impacts this development will have on our current and future use of this property as a family estate. The developer representatives have been very available and receptive to our requests for meetings, our expressions of concern, and our proposals to mitigate the project's impact. During those meetings and communications, we were assured that the City agreed with the adjustments we requested to the preliminary project plans provided at each meeting. Those items include:

1. Minimum 35' buffer zone with landscape vegetation between the planned VG PDD roadway and our north and west property boundaries.
2. Minimum 8' limestone wall as a noise and security barrier along our north property line (approximately 1,100').
3. Driveway connections from our north and west property boundaries to the planned VG PDD roadway, and
4. Pre-approval and installation of utility connections (electrical, water, and wastewater), for our future use

We negotiated these items in good faith; however, none were cited in the documents included in the P&Z review packet provided to the public at the May 10th P&Z meeting, nor were they mentioned during the presentations. Yet, many items negotiated with other adjacent landowners were extensively discussed and included in the documents.

In the absence of direct communications from the City, we filed a Freedom of Information Act request in January 2022. Today (May 20, 2022), just 4 days ahead of the final scheduled P&Z review meeting, we received more than 200 documents that the Attorney General of Texas approved for release under our request. The untimely delivery of the FOIA-requested documents leaves us inadequate time to review and more than 200 documents.

Furthermore, as noted in the May 10, 2022 information packets provided to the commissioners, great care and attention was given to creating buffers with adjacent landowners - approximately 90% of which are allocated along the eastern boundary with the Preserve and less than 10% along our property boundary, boundaries which are almost equal in length. Additionally, the VG PDD presentation included laudable efforts to ensure compatibility with nature and density of adjacent land uses, especially on the east, west, and north. However those efforts did not respond to the actual nature and density of our adjacent land use - citing instead its compatibility with the City's future medium density land use plans to the south and providing a map that shows our land use being completely obliterated by so-called medium density housing, actually wall to wall townhomes at a density that is higher than almost any other area in the Dripping Springs City limits and ETJ.

On the whole, we have worked openly and well with the developers. And to his credit, Mayor Bill Foulds has reached out to us directly to provide reassurance and support - noting that he does not have control over all aspects of the development process and its outcomes. While I thank Mayor Foulds for his unsolicited attention, is there any wonder why we feel ignored, avoided, and targeted for displacement by the City's planning department and its PDD process.

For more specific evidence of our concerns, we cite the following excerpts from the City of Dripping Staff Report for the May 10, 2022 P&Z meeting, and ask questions that could not be fully raised in a 3-minute opportunity to address the commission:

City of Dripping Springs Staff Report

Pages 3 & 4 – Surrounding Properties.

The table of page 4 shows that the properties to the south of VGD are currently zoned as ETJ (Private Ranch/Large Lot Residential), with an existing use of Ranch/Estate SFR. The table also shows these same properties with a Comprehensive Plan/ Future Land Use of Medium Density Residential, equating to (small lot, single-family homes). It is not clear what items were considered in designating the future use of the properties to the South of VG PDD, but this was not performed in consideration of the landowners to the South. Is it appropriate to use the city's future development plans for one set of adjacent landowners and existing land use conditions for other adjacent property?

Page 5 – Future Land use Map and Zoning Designation.

The last sentence of this section states *“The provided land plan is designed to have more intense residential lots to the west, near Sports Park and the established retail in and around PDD #1, and less intense residential to the east (towards The Preserve subdivision) and south (ranch and estate residential), in the City's ETJ.”* This is an inaccurate statement with regard to the south properties. The proposed Lotting Plan O shows 28 townhomes 50' from our property line which is composed of one 5 acre tract that contains 2 single family homes. Since the proposed townhomes are

inconsistent with the property to the south, is it appropriate for the City to approve such a starkly contrasting density of development within just a few feet of an adjacent Private Ranch/Large Lot Residential estate property?

Page 6 – Proposed Zoning District and PDD Development Regulations.

The last sentence of the paragraph states *“This district provides a “buffer” or transition district between lower density residential areas (to the south and east) and multiple-family or nonresidential areas or major thoroughfares (to the north)”*. This determination fails to take into account that 1000’ of the south property line includes plans a major bypass roadway and 28 townhomes within 50’ of our property line. Is a buffer of 18’ adequate and equitable as a buffer/transition between us and the VG PDD, especially considering the buffering distances proposed for other adjacent landowners whose homes are not nearly as close to the roadway as ours?

Evaluation: Article 30.03.007 (c)(3).

Page 14 - Item c): The relationship of the development to adjacent uses in terms of harmonious design, façade treatment, setbacks, building materials, maintenance of property values and any possible negative impacts.

The report fails to accurately include the Foster’s property adjacent to the south boundary line of VG PDD in the assessment. According to the ‘Lotting Plan O’, Twenty-eight (28) Townhomes are proposed to be built approximately 50’ from our north property line. These structures are not harmonious or mutually beneficial to our property’s rural estate character, which includes two-single family structures, a barn, a workshop, and a studio. How is the location of the 28 Townhomes immediately adjacent to our property in compliance with Dripping Springs Site Development Evaluation standards 28.04.100 (c) (2) and (3)?

Page 15 Item h): The use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site design.

In the last meeting we held with the developer, they stated that the city was amenable to providing a 35’ landscape buffer and an 8’ stone fence between our north property line (1000’) and VG PDD. However, during the developer’s presentation, they stated this buffer would only be 18’, yet adjacent landowners in the Preserve whose property backs up to the proposed road have been given a 100’ buffer, and a 35’ buffer provided to those whose property backs up to proposed single family homes.

How is a buffer of 18’, or for that matter 35’, considered adequate to shield us from noise generated by 5,000+ (daily) vehicles traveling along the roadway along our entire north property line? ‘

Page 10, Other Development Regulations

This regulation allows for a fence of maximum 8’ height where separating residential lots from arterial or collector roads. However, as discussed in the May 10, 2022 P&Z presentation, Planning Director Howard Koontz discouraged an 8’ fence citing that 6’ is a typical maximum. Given the long downhill

slope to the west of our property, a typical 6' fence will not prevent headlights from the VG PDD roadway from shining directly into the front windows of our westernmost dwelling. Will Mr Koontz deny the agreement we have reached with the developers to construct an 8' tall fence in keeping with the City's own development regulations?

Do the City's development regulations include measures to mitigate "temporary" noise, vibration, dust and "atmospheric" impacts that will likely occur continuously for more than 2 years while the VG PDD is constructed and operated with an LTAP.

Do the City's regulations include measures to mitigate the impact of the VG PDD project on the sustainability and quality of our groundwater/well?

We will experience the negative impacts to our property and way of life the minute the first bulldozer, grader, dump trucks, etc. arrive to begin removing existing structures and tress, and as well as installing infrastructure (roads, utilities, etc.). We will live with extreme noise, dust, disruption 5 or more days a week from dawn to dusk. This will then transition to noise from vehicles delivering building supplies, and contractors/labors responsible for building the 531 homes/townhomes and retail center. And let's not forget about the landscapers. Every phase of this development with bring a constant, direct barrage of negative impacts that we and only we will have to live with. No one else will be impacted at the level we will; not The Preserve landowners, not the developers, not the investors, not the city, no one, just us, the Fosters. We need your insistence that the ordinances to consistently and equitable applied to all adjacent landowners, and that consideration be given to the extreme impact VGD will have on us.

Sec. 28.04.010. Evaluation standards. (c) Site plan review and evaluation by the city administrator for projects located in the city limits shall be performed with respect to the following: (11) Protection and conservation of soils from erosion by wind or water or from excavation or grading.

Sec. 28.04.010. Evaluation standards. (c) Site plan review and evaluation by the city administrator for projects located in the city limits shall be performed with respect to the following: (12) Protection and conservation of watercourses and areas subject to flooding.

Sec. 28.04.016. Erosion control. (a) The purposes of controlling erosion and sedimentation during the construction stages in a site development are to minimize nuisances on adjacent properties, avoid siltation and water quality degradation of streams, and preserve the natural and traditional character of watercourses running through the area.

None of the recommendations made by the applicant are in compliance with Dripping Springs Site Development Evaluation standards 28.04.100 (c) (8).

Sec. 28.06.052. Landscape buffers.

(a) Landscape buffer planting requirements.

- (1) All plant material shall be of native or adapted species.
- (2) All new proposed shade trees shall be a minimum of four inches in diameter.
- (3) All proposed ornamental trees shall be a minimum of two inches in diameter.

- (4) All large shrubs shall be a minimum of five-gallon container size and small shrubs/groundcovers a minimum of one-gallon container size.
- (b) Landscape buffer spacing requirements. The following landscape buffer spacing requirements shall apply to all designated landscape buffers:
 - (1) Shade trees (such as Live Oak or Cedar Elm). One per 50 feet of buffer frontage.
 - (2) Ornamental trees (such as Crape Myrtle or Desert Willow). One per 25 feet of buffer frontage.
 - (3) Large shrubs, five-gallon (such as Wax Myrtle, DW Yaupon, or Agarita). One per six feet of buffer frontage.
 - (4) Small shrubs/groundcovers, one-gallon (such as Lantana or Liriope). One per three feet of buffer frontage.
- (c) Landscape buffer widths. The following landscape buffer width requirements shall apply to all designated landscape buffers and shall be measured from the edge of the right-of-way:

	At Arterial Roadways	At Collector Roadways
AG	0	0
SF-1	0	0
SF-2	35 feet	25 feet
SF-4	50 feet	40 feet
SF-5	40 feet	30 feet
MF	50 feet	40 feet
MH	35 feet	25 feet
O	25 feet	25 feet
LR	25 feet	25 feet
GR	25 feet	25 feet
CS	25 feet	25 feet
I	50 feet	50 feet
H	25 feet	25 feet
GUI	25 feet	25 feet
PR	25 feet	25 feet
PP	25 feet	25 feet
PD	Varies	Varies

- (d) Landscape buffer vegetation. The following landscape buffer vegetation requirements shall apply to all designated landscape buffers:

This buffer area shall contain either native vegetation in the form of trees and bushes left in their natural, undisturbed condition, or, if no such native vegetation exists, shall consist of landscaping in conformance with this article. If the area consists of landscaped plantings, maintenance of such plantings shall be the sole responsibility of the developer or the homeowners' or property owners' association.

Respectfully submitted (under duress),
 Eugene and Brenda Foster
 PO Box 736
 Dripping Springs, TX 78620

From: [Rosemary Foster](#)
To: [Andrea Cunningham](#)
Subject: PDD2021-0003
Date: Friday, May 20, 2022 3:33:33 PM

Response Re: PDD2021-0003 Village Grove

FROM: Rosemary Foster

Village Grove Development Problems and Solutions:

BUFFER:

In the P&Z meeting the proposed buffer was reduced to 18 feet from 35 feet. More buffer was added to the Preserve development homes.

Suggested solutions:

No wall would be necessary if the houses shown on the SE corner of the VG development map (about 10) replace a row of town homes that are shown immediately across the fence (15 feet) from my house so that the effect would be more as a neighborhood, not a barrier. The road would be located North of the houses. Since this is in the planning stages that would eliminate the cost of the 1000 foot 8 foot limestone wall and replace it with landscaping to blend the area that connects our property and VG. I believe this is the same plan discussed for the Preserve development.

OR

Build a 1000 foot Limestone wall 8 feet high and eliminate enough THomes to put in a retention pond plus landscaping equal to the 35 feet as quoted to us by John and Matt.

TRAFFIC:

The traffic problem would only increase as a result of many new homes each having one or more vehicles and redirected traffic from Hwy 12. This problem also includes light pollution from redirected traffic off of Hwy 12 (traffic heading East would shine directly into my house facing West). Also noise pollution from increased and constant traffic have a negative effect. Also on air quality.

ADDITIONAL CONCERNS:

It is well documented that dense living conditions (521 units) frequently

shows an increase in crime. We have had no hint of criminal activity in nearly 26 years. This is a major concern for me.

Loss of wildlife space. A huge part of the joy of living here is the beauty of nature and unexpected experiences with the wildlife that have been here for their many generations, playing their part in the preservation of the rural nature of Dripping Springs.

Nature's balance would be disturbed by reducing their space. The cows and horses are at home here too.

My greatest fear is loss of life style. This was so bittersweetly expressed by the statements from the P&Z committee. It appears they are pretty much in agreement that there is much here to draw people in but can't be overstated that if this development progresses as is proposed at present, there would be no going back and it would only require that more facilities and services be added to our small town to accommodate more people and when more people are encouraged to come here, the less we have to offer so on and on it goes. Development has gone too far already. We can't keep up now. This sad story continues until we are no longer a charming small town. We will have failing schools, not enough water, waste water capacity, etc. and views disturbed by roof tops in place of hills and trees populated by beautiful wildlife all in quiet, pleasant surroundings. Instead We would have fond memories of life before development.

From: [Eugene Foster](#)
To: [Andrea Cunningham](#)
Cc: [Eugene Foster](#)
Subject: City Council Review of Village Grove June 21, 2002
Date: Thursday, June 16, 2022 9:48:27 AM

Ms Cunningham:

As directly affected landowners located immediately adjacent to the proposed Village Grove PDD, my family and I respectfully request that you include this communication in the City Council member's information packets for the next City Council meeting.

Regarding the location of the 2-lane minor arterial roadway to be located adjacent to our north property line and the City's stated plans to expand that roadway to four lanes, I request the Council to clearly confirm by resolution that the planned 4-lane expansion will not include acquisition of any right-of-way from our property, now or in the future, regardless of any future revisions to the interim results of Alliance Transportation Group's Transportation Impact Assessment dated January 17, 2022.

I request the City Council's consideration and resolution on this topic because the City's planning for this roadway expansion without providing clarity on its location and limits amounts to a constructive use of our property that will hinder or prevent our future use, sale, or redevelopment of our property. Generally stated, constructive use is a concept routinely recognized by the U.S. Department of Transportation and the Texas Department of Transportation when a public transportation project does not directly acquire right of way from an adjacent property but effectively hinders or prevents its continued use due to current or future changes that will occur if the proposed project is built.

Essentially, the fact that the City has stated its plans to expand the Village Grove 2-lane arterial roadway but has not defined the location and limits of the four-lane expansion means that any plans we have for redevelopment or sale of our property are inherently constrained and our property's value is diminished now and indefinitely in the future.

As much as we appreciate the consideration given by the Village Grove development team and the acknowledgements of a history of inadequate communication by the City, as expressed by the Mayor and other City Council members, the impact of the city's current and future roadway plans along our north property line will cause an even greater immediate and long-term impact than any of those impacts thus far discussed and agreed for mitigation.

I look forward to seeing this communication entered into the public record for this project and I sincerely request the City Council to take action by resolution that no right-of-way will be taken now or in the future for the adjacent roadway planned along our north property line.

Respectfully submitted,
Eugene Foster
Brenda Foster



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Laura Mueller, City Attorney; Leslie Pollack, Transportation Engineer

Council Meeting Date: June 21, 2022

Agenda Item Wording: **Discuss and consider approval of an Offsite Road Agreement between the City of Dripping Springs and DS Land Partners as it relates to the Village Grove development adjacent to Sports and Recreation Park, east of Rob Shelton Blvd and south of U.S. 290. Sponsor: Mayor Foulds, Jr.**

Agenda Item Requestor: Matthew Scrivener

Summary/Background:

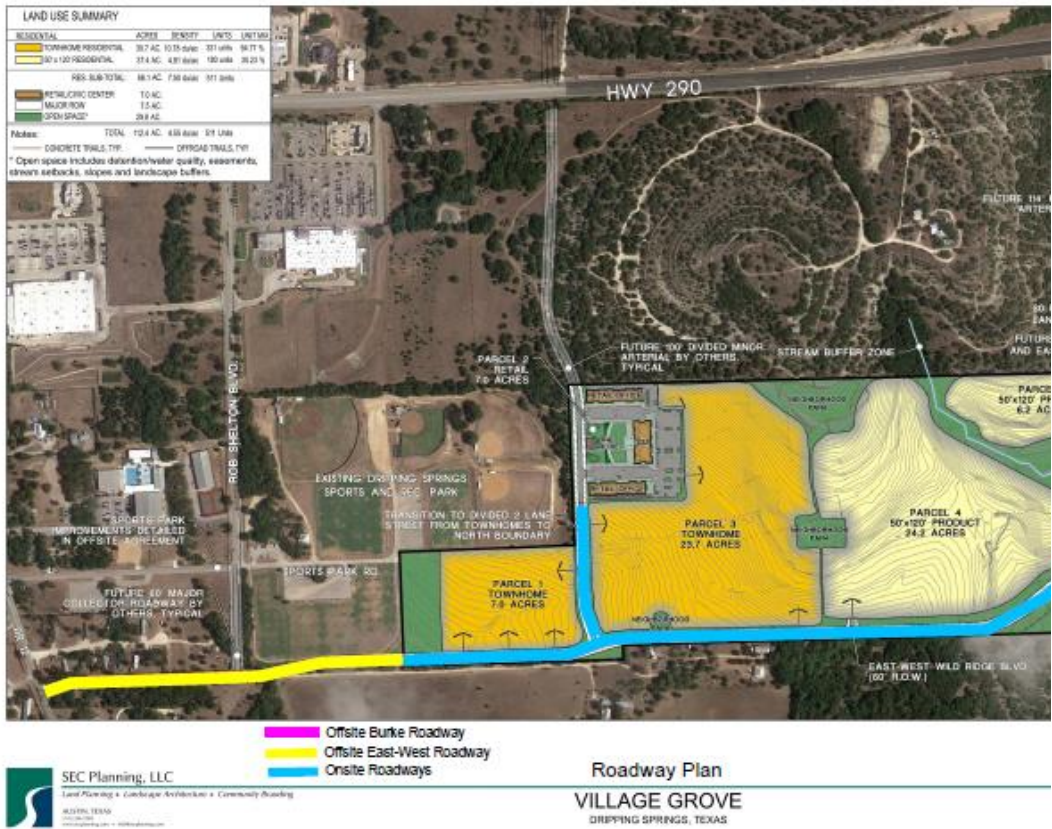
The Village Grove Development Team has had on-going conversations with City staff, two meetings before the Development Agreement Working Group, three meetings before the City's Transportation Committee, and two meetings with TxDOT to discuss transportation improvements associated with the development. Three alternate connectivity scenarios were considered for the development to align with the City's Transportation Master Plan. The final, preferred scenario includes a minor arterial roadway constructed between RM 12, south of the PDD 11 Development, to US 290, aligning with the signalized intersection at Wild Ridge Boulevard. The alignment provides a direct route between RM 12 and US 290 without bisecting the city's Sports & Recreation Park. This roadway will ultimately be a four-lane arterial but is proposed to be initially constructed as a two-lane minor arterial with left-turn lanes at key intersections to meet development demands. Right of Way will be provided for future connectivity to the south on the eastern side of the development, in alignment with the Transportation Master Plan. The traffic signal at RM 12 and Sports Park Road will be relocated to RM 12 and the new arterial and Sports Park Road will become a one-way eastbound roadway. The Development will also provide for a future two-lane north/south arterial between US 290 and Lone Peak Way, east of Rob Shelton Boulevard and DS Sports & Rec Park, which is also detailed in the city's Transportation Master Plan.

The transportation improvements proposed to be constructed by Village Grove are those that provide additional roadway capacity and much needed relief to the RM 12 & US 290 intersection. These improvements align with the City's transportation priorities. A two-lane roadway is needed to meet the traffic demands of the Village Grove development, but ultimately a four-lane roadway is needed for the demands of the area to accommodate future growth.

The Village Grove Development has agreed to the following:

1. Design and construction of Wild Ridge Boulevard as a two-lane minor arterial with left-turn lanes from US 290 through the development to RM 12. The construction of this two-lane arterial, between Rob Shelton Boulevard to RM 12, will be partially reimbursed by the City after the City receives and approves the budget for said roadway. **If the right-of-way for this section cannot be acquired by the Developer or the City, the Developer must apply to the City for an alternate route or routes that, at a minimum, meets the requirements of the Traffic Impact Analysis in coordination with the City's Transportation Engineer. Any third-party costs incurred by the City in acquiring this right-of-way, if needed, will be reimbursed by the Developer.**
2. Design and construction of two-lane minor arterial roadway, referred to as Lone Peak Way, between Wild Ridge Boulevard on southern border to the southern border of the 7 acre civic site. **Because the future use of the 7 acre civic site is to be determined later by the City, the road will be designed later by the Developer. Then the City can have the Developer build the road at the City's cost (or the cost of a third party partner) or have a third party with which it contracts build the road.**
3. Reserve 114' of Right of Way from US 290 to southern border of development for future expansion to a four-lane roadway.
4. Design and construction of the fourth leg of a traffic signal at US 290 and Wild Ridge Boulevard.
5. **At the June 7, 2022 meeting, the Developer proposed that the City partially fund the connection between Rob Shelton and the RR 12 as well as fund the RR12 Intersection improvements. The Owner has now agreed to fully fund the connection between Rob Section and RR 12. The Developer will be reimbursed up to the amount of cost of the RR 12 Intersection Improvements through reuse fee rebates and third party proportionate share, if TIAs for other property owners/developers occurs.**

The transportation improvements proposed to be constructed by the Village Grove development are those that provide additional roadway capacity. These improvements align with the City's transportation priorities as shown in the adopted Transportation Master Plan. The construction of a two-lane minor arterial roadway provides needed mobility in this quadrant of the City and provides strategic connectivity to Wild Ridge Boulevard north of US 290. Collectively, the transportation improvements proposed by Village Grove meet the Development's proportional share identified in the proposed TIA and the dedication of Right of Way assists with future transportation capacity needs.



Commission Recommendations: Transportation Committee approved the road improvements but did not review the issue of reimbursement.

Recommended Council Actions: Approval of the Offsite Road Agreement.

Attachments: Offsite Road Agreement, Exhibits, PowerPoint.

Next Steps/Schedule: If approved, the City will monitor construction of the roads within the Offsite Road Agreement and may need to budget for the cost participation, if any.

OFFSITE ROAD AGREEMENT

This Offsite Road Agreement ("Agreement") is between the **City of Dripping Springs**, a Type A General Law City located in Hays County, Texas (the "City"), and **Dripping Springs Partners, LLC**, a Texas limited liability company ("Owner").

RECITALS:

WHEREAS, Owner owns or shall become the ofowner of approximately 112 acres of land, more or less (the "Land") as shown on **Exhibit A** attached hereto and more particularly described on **Exhibit B** attached hereto, which Land is being annexed into the City; and

WHEREAS, it is intended that the Land will be developed as a master-planned community by Owner, its affiliates and/or their successors and assigns, including future owners and developers (the "Project"); and

WHEREAS, City approved on the same date as this Agreement that certain "PDD Ordinance" that contains terms and agreements regarding the annexation and development of the Land; and

WHEREAS Owner desires to design and construct, or cause to be designed and constructed, Offsite Road improvements (as hereinafter defined) and also desires to have the option to provide funding for the Offsite Roads in order to provide a special benefit for the proposed development of the Land.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, City and Owner agree as follows:

ARTICLE 1 RECITALS

1.1 The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE 2 DEFINITIONS

2.1 PDD Ordinance: That certain PDD Ordinance executed between Owner and City on the same date as this Agreement.

- 2.2 City Administrator:** The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator or the City Administrator's designee.
- 2.3 City Council:** The governing body of the City of Dripping Springs, Texas.
- 2.4 City Engineer:** The person or firm designated by the City Council as engineer for the City of Dripping Springs, Texas.
- 2.5 City Review Fees:** The fees set out in City's Fees Schedule Ordinance as may be amended from time to time.
- 2.6 City Construction Standards:** The following City standards for planning, design, location, and construction of the Offsite Road in effect on the date hereof, and as the same may be amended by the cross-sections or design descriptions as adopted as exhibits to the Annexation agreement and PDD Ordinance attached hereto. If not addressed in the Annexation agreement and PDD Ordinance then the standards shall be:
- 2.6.1 Subdivision Ordinance and Regulations;
 - 2.6.2 Development Ordinance and Regulations; and
 - 2.6.3 Dripping Springs Technical Criteria.
- 2.7 Contractor:** A person or entity that constructs the Offsite Roads.
- 2.8 Effective Date:** The date that this Agreement is approved by City.
- 2.9 Land:** Has the meaning set forth in the Recitals.
- 2.10 Notice:** Notice as defined in Section 7.3 of this Agreement.
- 2.11 Offsite Roads:** Has the meaning set forth in Section 3.1.
- 2.12 Parties:** Parties are City of Dripping Springs and Dripping Springs Partners, LLC, a Texas limited liability company.
- 2.13 Project:** Has the meaning set forth in the Recitals.
- 2.14 Seven Acre Tract:** A tract of land containing seven (7) acres, more or less, as shown on Exhibit "F" and labeled "Parcel 2 Retail 7.0 acres".
- 2.15 Seven Acre Road:** The road constructed within the Seven Acre Tract and shown on Exhibit "G".

- 2.16 Street Section(s):** The Street sections are described on Exhibit D attached hereto. Owner agrees to continue to work with City during the design phase of the Project to make minor adjustments to roadway sections that allow better pedestrian circulation on Lone Peak Street.

Unless indicated otherwise herein, other capitalized terms in this Agreement shall have the same respective meanings as are ascribed to them in the PDD Ordinance.

ARTICLE 3 DESIGN AND CONSTRUCTION OF OFFSITE ROAD

3.1 Offsite Roads and Seven Acre Road:

- a. Owner will:

(i) construct, or cause to be constructed, the two lane north-south arterial roadway from the northeastern boundary of the Land to US 290 (referred to herein as the “Offsite Burke Roadway”) as shown on the Roadway Plan attached hereto as **Exhibit C**, this portion being the required roadway section for the proposed development of the Land, that being the Onsite North-East Roadway conforming to the typical section as shown in **Exhibit D**; additionally construct or cause to be constructed the four lane section at the intersection of the Offsite Burke Roadway and US 290 (the “North Intersection”) and signal improvements as described in the Traffic Impact Analysis (“TIA”) with transition from the North Intersection to two lanes southbound.

(ii) construct or cause to be constructed, the two lane east-west collector from the southwestern boundary of the Land to Ranch Road 12, as shown on the Offsite Road Plan (referred to herein as the “Offsite East-West Roadway”) as shown on the Roadway Plan attached hereto as **Exhibit C**, this portion being the required roadway section for the proposed road development of the Land, that being the final Onsite East-West Wild Ridge Blvd. Roadway conforming to the typical section as shown in **Exhibit D**. The Offsite Burke Roadway and the Offsite East-West Roadway are referred to herein jointly as the “Offsite Roads”); and

(iii) RR 12 Roadway Improvements: subject to Section 3.1 (a) (iv) below, construct or cause to be constructed, (A) the removal of the existing traffic signal at the intersection of RR 12 and Sports Park Road and the placement of the traffic signal at RR 12 and Offsite East-West Roadway, (B) a westbound right turn lane on east-west collector, (C) a northbound right turn lane on RR 12 at east-west collector, (D) an eastbound left turn lane on east-west collector at Rob Shelton and (E) and conversion of Sports Park Road to a one-way street in accordance with the project’s traffic impact analysis (TIA); the preceding items are referred to herein as the “RR 12 Roadway Improvements”).

(iv) Prior to commencing construction of that portion of the Offsite East-West Roadway from Rob Shelton Blvd to Ranch Road 12 and the RR 12 Roadway Improvements, the budget for the RR 12 Roadway Improvements will be prepared by Owner and submitted to City for approval, such approval not to be unreasonable withheld, conditioned, or delayed. If the construction of the RR 12 Roadway Improvements are approved and the RR 12 Roadway Improvements are completed and accepted by City, all of the expenses for the RR 12 Roadway Improvements actually incurred by Owner will be reimbursed to Owner by City by way of the following: (1) the transfer by City to Owner of all of the Project's Reuse Contributions, all as such fees are collected by City, as stated in the PDD; and (2) any proportionate share of the RR 12 Roadway Improvements paid to the City by a property owner whose development incurs a proportionate share of the RR 12 Improvements up to ten (10) years after the effective date of this Agreement. Tile for this section shall be counted from the effective date until the application for a permit requiring payment of its proportionate share by a property owner as indicated above. The reimbursement to Owner under this section shall be capped at the amount of expenses actually incurred by Owner in the RR 12 Roadway Improvements and no other City fees will be transferred to Owner.

(v) (A) Provided the Preserve subdivision owners' association ("HOA") and the owner of the Burke tract both consent, Owner agrees to construct a road connection from the Offsite Burke Roadway to serve the Preserve neighborhood at the location shown on **Exhibit E** attached hereto; and

(B) Provided Eugene R. Foster and Brenda L Foster (the "Fosters") consent, Owner agrees to construct from the Onsite North-East Roadway to serve Eugene R and Brenda L Foster's tract just south of the Project at the locations shown on **Exhibit E** attached hereto the following: (1) two driveway connections, (2) a connection for future water, wastewater and utilities, and (3) construction of a six to eight foot stone wall along the northern boundary of the Foster tract. The locations of the driveway connections may be revised as approved by the City.

(C) The locations and design of each of the connections to the Preserve and the Foster Tract shall be approved by the City. In order for Owner to incorporate such connections within the construction documents, on or before by September 30, 2022, the HOA and the Fosters shall each give written notice to Owner informing Owner that they would like to proceed with their respective connections. If either the HOA or the Fosters do not deliver the written notice to proceed by September 30, 2022, then Owner will have no further obligation to construct the connections for the party that does not deliver the written notice. Assignment of this provision to a third party will not be allowed.

(vi) The obligation to construct the Offsite Roads is predicated on the first phase of infrastructure of the Project being under construction, obtaining any necessary rights-of-way and City approving the budget. Acquisition of rights-of-way is primarily the responsibility of Owner, but if needed, City may elect to employ its statutory authority to acquire the rights-of way, all as described in Section 3.6 hereof. If either the construction and/or budget is not approved by City, or the acquisition of the right of way is not obtained, the obligation of Owner to that portion of the Offsite East-West Roadway from Rob Shelton Blvd to Ranch Road 12 and the RR 12 Roadway Improvements is released; however, in such event, Owner shall construct alternative improvements as required by the Traffic Impact Analysis in coordination with the City and its Transportation Engineer. All improvements required by the TIA in lieu of the improvements shall be constructed at the cost of Owner.

(vii) The Onsite North-East Roadway within the Land, being shown as the “Onsite Roadways” on **Exhibit C** attached hereto, shall be a two-lane minor arterial. Construction shall be generally in accordance with the cross-sections and design specifications as shown in the PDD Ordinance, typical sections of which are shown in **Exhibit D**, subject to plan review and acceptance by City pursuant to Section 3.4 and by the Texas Department of Transportation as applicable. Owner will coordinate this effort with City. The obligation to construct the Offsite Roads is predicated on the first phase of infrastructure of the Project being under construction and obtaining any necessary rights-of-way. Acquisition of rights-of-way is primarily the responsibility of the Owner, but if needed, the City may elect to employ its statutory authority to acquire the rights-of way, all as described in Section 3.6 hereof.

(viii) Seven Acre Road Construction Reimbursement: Owner shall donate the Seven Acre tract to the City for future development by the City. If the City determines to have the Seven Acre Road built, then if requested by the City, Owner agrees to create a budget for the Seven Acre Road and submit it to City for approval, such approval not to be unreasonable withheld, conditioned, or delayed. If the construction of the Seven Acre Road is approved, all of the expenses actually incurred to construct the Seven Acre Road will be funded by City.

- b. Subject to the conditions contained herein, Owner shall be required to commence construction of the Offsite Burke Roadway and the Offsite East-West Roadway, and the Onsite East-West Roadway at such time as Owner has begun construction of the first phase of infrastructure of the Project. Owner shall coordinate with the City, TxDOT, Hays County, and any property owner needed to construct these improvements in a manner that allows this timing to be completed. Acquisition of rights-of-way is primarily the responsibility of the Owner, but if needed, the City may elect to employ its statutory authority to acquire the rights-of way all as described in Section 3.6 hereof. The timing for the commencement of construction that portion of the Offsite East-West Roadway from Rob Shelton Blvd to Ranch

Road 12 and the RR 12 Roadway Improvements is as described in Section 3.1 a. (iv) above.

- c. Notwithstanding the foregoing, City and Owner acknowledge that this Agreement is subject to plan review and acceptance by Texas Department of Transportation and any further requirements by Texas Department of Transportation shall be met by Owner.

3.2 Infrastructure Standards. The Offsite Roads shall be planned, designed and constructed in compliance with this Article 3 and the City Construction Standards that apply to the Land. Owner agrees to engage a professional engineer registered in the State of Texas to provide design phase, bid phase, and construction phase services necessary for the design, bidding, construction, and installation of the Offsite Roads. Owner shall not be required to publicly bid the project in accordance with all applicable City procedures and the Laws of the State of Texas. However, Owner will request at least three bids from qualified firms for each construction contract for the Offsite Roads work with City to provide locally-based, qualified firms access to bidding opportunities as allowed by state law.

3.3 Engagement of Contractor. Owner shall engage a contractor to construct the Offsite Roads in accordance with the terms and conditions of this Agreement and with the approved construction plans and specifications. The construction contract shall require that any and all change orders in excess of \$25,000.00 shall be jointly agreed to in writing by City and Owner, shall incorporate the requirements of this Article 3, and shall provide that City is a third-party beneficiary of the contract and may enforce such contracts against the Contractor. Change orders must represent an individual change to the contracted work such that large change orders are not subdivided for the sole purpose of arriving at a cost less than \$25,000.00 for any of the subdivided changes.

3.4 Plan Review, Payment of Fees, and Pre-Construction Conference. Construction of the Offsite Roads shall not commence until the plans and specifications have been reviewed and approved by the City for compliance with City Construction Standards and TxDOT, as applicable, for compliance with the TxDOT Construction Standards; a pre-construction conference has been held by the Contractor, Owner's Engineer, and the City Engineer, Hays County Fire, and TxDOT (as applicable); all applicable City Review Fees are hereby waived as to the road improvements related to this Agreement except those fees incurred by usage of third-party consultants for review, which shall be paid by the Owner. At such preconstruction conference, the City's Engineer shall designate the individual who will serve as the City's project manager and inspector (the "City Inspector").

3.5 Inspection by City. City has the right, but not the obligation, to inspect and test the Offsite Roads at any time. Further, City has the right to participate in a final inspection of the Offsite Roads. Owner, or its Engineer or Contractor, shall notify the City Inspector when each of the Offsite Roads is ready for final inspection. If the City Inspector concurs that construction of the Offsite Roads is substantially complete, then

the City Inspector will schedule a final inspection by the City's Engineer within 15 days. Upon such final inspection and correction of any punch list items, Owner shall request that City formally accept the improvements, subject to the provisions of this Agreement.

- 3.6 Easements and Rights-of- Way.** Acquisition of right-of-way is primarily the responsibility of the Owner, but if the Owner is unable to obtain all required off-site easements or rights-of-way, then within 60 days after request by Owner, City may elect to acquire the easements and right-of-way, using its powers of eminent domain; provided specifically that the Owner shall reimburse the expense of attorneys' fees for counsel other than City staff; survey fees and expenses; appraisal fees and expenses; expert fees and expenses, and all other fees, costs, and expenses associated with the acquisition. City shall incur at its sole expense the cost of City staff time for oversight, legal advice provided to the City by City Staff, and project management by City Staff. All third-party costs incurred by the City, including those listed above, in its efforts to acquire right-of-way related to this Agreement shall be reimburse by the Owner.

ARTICLE 4 FEES, PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

- 4.1 Payment of Fees.** All City Review Fees and City Inspection Fees for the Offsite Roads constructed by Owner as set out in the City's Fee Schedule are hereby waived.
- 4.2 Payment of Costs.** Except as otherwise provided herein, Owner will pay all costs incurred by Owner associated with the design and construction of the Offsite Road and any cost overruns.
- 4.3 Payment, Performance, and Maintenance Bonds.** City shall require Owner or Owner's Contractor(s) to provide performance and payment bonds at the time of construction of the Offsite Roads as applicable, in accordance with Applicable Rules. Owner or Contractor shall provide a two (2) year maintenance bond upon acceptance by City.

ARTICLE 5 OWNERSHIP AND OPERATION OF OFFSITE ROADS

- 5.1** Within sixty (60) days after City's final approval of the Offsite Roads and the inspection and correction of punch list items pursuant to Section 3.5 above, City will accept the Offsite Roads except any roads maintained and operated by the State of Texas.
- (a) Owner shall provide the City Engineer with a set of as-built drawings, for permanent record.

- (b) Owner or Owner's Contractor shall provide the City Administrator or designee with a two year maintenance bond for the Offsite Roads.
- 5.2 All warranties secured for construction of the Offsite Roads and all bonds, guarantees, other assurances of performance, record drawings, project manuals, and all other documentation related to the Offsite Roads will be delivered to City. Owner agrees that City will not accept the Offsite Roads burdened by any mechanic's lien created by, through or under Owner.
- 5.3 After acceptance by City, City will operate and maintain the Offsite Roads according to City's policies and ordinances, as amended from time to time. Nothing in this Agreement will be construed to limit, restrict, modify, or abrogate City's governmental authority or ordinances respecting the operation and maintenance of its road systems nor its duty to provide for the public health, safety, and welfare in the operation and maintenance of same.
- 5.4 Maintenance of roadway and storm water infrastructure within the right-of-way will become the responsibility of the City through acceptance by the City Council under the current ordinances. All storm water infrastructure associated with roadways that is outside the right-of-way will remain the maintenance responsibility of the Owner or its assigns.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

- 6.1 **Insurance.** Owner or its Contractor(s) shall acquire and maintain, during the period of time when any of the Offsite Roads are under construction by Owner (with full coverage in force for matters occurring prior to City's acceptance of the Offsite Road until expiration of two (2) years after the latter to occur of full and final completion of the Offsite Roads and acceptance thereof by City): (a) workers compensation insurance in the amount required by law and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability (e.g. deletion of exclusions for liability assumed under any indemnification provisions of this Agreement) , with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00 per occurrence and general aggregate coverage for bodily injury, death and property damage of not less than \$2,000,000.00 (per project); provided, however, if the applicable construction contract is for a sum greater than \$3,000,000.00, then either (at Owner's election) the general aggregate coverage for bodily injury, death and property damage shall be no less than \$5,000,000.00 (on a per project basis), or an additional \$3,000,000.00 of umbrella or excess liability insurance shall be acquired and maintained. Such insurance shall cover claims for bodily injury, death and property damage which might arise out of the construction contracts for the Offsite Roads, whether by Owner, a contractor, subcontractor, material man, or otherwise. Commercial

general liability insurance coverage in the amount of \$1,000,000.00 must be on a “per occurrence” basis. All such insurance shall be issued by a carrier which is rated “A-1” or better by A.M. Best’s Key Rating Guide and licensed to do the business of insurance in the State of Texas. The commercial general liability insurance shall name City including its current and future officers, councilmembers, employees, representatives, and other agents as additional named insureds and contain a waiver of subrogation endorsement in favor each additional named insured. Upon the later to occur of Owner’s execution of a construction contract for the Offsite Roads or five (5) days prior to commencement of construction under a construction contract for the Offsite Roads, Owner shall provide to City certified copies of all declarations, contracts, and policies of insurance, including all riders, exclusions, and all other attachments to each, evidencing such insurance coverage, along with the endorsement naming City as an additional insured. As to insurance required for current and for future Owners, even where Owner or the insurer has the right to cancel, fail to renew, or modify insurance coverage, each such policy shall provide that, at least thirty (30) days’ prior to the cancellation (including for non-payment of premiums), non-renewal or modification of the same, City and Owner or Owner’s contractor shall receive written notice of such cancellation, non-renewal or modification; furthermore, if Owner receives ten (10) days’ written notice for non-payment of premiums pursuant to Section 551.053 of the Texas Insurance Code, or if Owner is provided such notice by Owner’s contractor, then Owner shall provide such notice to City within five (5) business days. The commercial general liability insurance discussed in this Section 6.1 will not have exclusions or reduced limits for risks assumed pursuant to this Agreement. If insurance coverage that names a city as an “additional named insured” is commercially available to contractors which would bid for a construction project within the Cannon Ranch development at commercially reasonable rates, then City shall be named as an “additional named insured” to the insurance policy for such construction project.

- 6.2 DEFENSE, INDEMNIFICATION and HOLD HARMLESS.** OWNER (IN THE EVENT OF AN ASSIGNMENT PURSUANT TO SECTION 8.5 BELOW “OWNER” FOR PURPOSES OF THIS SECTION 6.2 SHALL MEAN SUCH ASSIGNEE) HEREBY COVENANTS AND AGREES, TO THE EXTENT PERMITTED BY CHAPTER 151 OF THE TEXAS INSURANCE CODE, AND NO FURTHER, TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, AND ITS PAST, PRESENT, AND FUTURE OFFICIALS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND OTHER AGENTS (IN THIS SECTION, COLLECTIVELY THE “CITY”) AGAINST AND FROM (AND WILL PAY TO CITY OR THE CLAIMANT, AS APPLICABLE, THE AMOUNT OF SUCH DAMAGES TO THE EXTENT THAT PAYMENT OBLIGATIONS UNDER THIS INDEMNITY ARISE) ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF ANY TYPE (COLLECTIVELY, “DAMAGES”), ARISING FROM (i) THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY OWNER OR (ii) ANY THIRD PARTY CLAIMS RELATING TO ANY PUBLIC IMPROVEMENT CONSTRUCTED BY OWNER ACQUIRED UNDER THIS AGREEMENT, INCLUDING ANY CLAIM RELATING TO THE SOLE NEGLIGENCE OF CITY OR RESULTING FROM ANY INJURY TO ANY

PERSON OR DAMAGE TO PROPERTY RESULTING FROM THE ACTS OR OMISSIONS OF OWNER, ITS CONTRACTOR OR SUBCONTRACTORS, IN OWNER'S CONSTRUCTION OF THE OFFSITE ROADS FOR THE PROJECT. OWNER WILL DEFEND CITY AGAINST ALL SUCH CLAIMS OTHER THAN THOSE CLAIMS RELATING TO CITY'S SOLE NEGLIGENCE AND CITY WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE. CITY SHALL HAVE THE RIGHT TO REASONABLY APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER SUBJECT TO THE TERMS AND CONDITIONS OF ANY INSURANCE POLICY APPLICABLE TO SUCH CLAIM AND THE INSURER'S RIGHT TO RETAIN COUNSEL ON BEHALF OF ANY INSURED OR ADDITIONAL INSURED. CITY RESERVES THE RIGHT, BUT IS NOT REQUIRED, TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE AT ITS OWN EXPENSE. OWNER SHALL RETAIN DEFENSE COUNSEL WITHIN 10 BUSINESS DAYS OF WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHTS TO DEFENSE AND INDEMNIFICATION, AND IF OWNER DOES NOT DO SO, CITY MAY RETAIN ITS OWN DEFENSE COUNSEL IF REASONABLY NECESSARY AND OWNER WILL BE LIABLE FOR ALL REASONABLE COSTS AND EXPENSES OF SUCH COUNSEL INCURRED UNTIL OWNER HAS RETAINED DEFENSE COUNSEL. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT INDEFINITELY WITH RESPECT TO MATTERS OCCURRING PRIOR TO CITY'S ACCEPTANCE OF THE OFFSITE ROAD, SUBJECT TO APPROPRIATE STATUTES OF LIMITATIONS, AS THEY MAY BE TOLLED OR EXTENDED BY AGREEMENT OR OPERATION OF LAW. OWNER WILL NOT SETTLE ANY CLAIM IF SUCH SETTLEMENT PROVIDES FOR INJUNCTIVE OR DECLATORY RELIEF AGAINST CITY WITHOUT THE WRITTEN CONSENT OF CITY, WHICH SHALL NOT BE UNREASONABLY WITHHELD (CITY SHALL NOT HAVE APPROVAL RIGHTS OVER MONETARY SETTLEMENTS, UNLESS AFFIRMATIVE ACTION IS REQUIRED BY CITY IN CONNECTION WITH SUCH SETTLEMENT); HOWEVER, LIMITS ON FUTURE GOVERNMENT ACTION AND PRECEDENTIAL CONSIDERATIONS RELATED TO OR POTENTIALLY ARISING FROM ANY PROPOSED SETTLEMENT ARE AMONG REASONS ON WHICH CITY MAY BASE REFUSAL TO CONSENT TO ANY PROPOSED SETTLEMENT.

6.3 At no time shall City have any control over or charge of Owner's design, construction, or installation of any of the Offsite Roads, nor the means, methods, techniques, sequences, or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture between City and Owner.

6.4 **Insurance and Indemnity by Contractors:** Insurance and Indemnity by Contractors: If Owner engages a Contractor to construct the Offsite Roads, Owner shall include in the contract requirements that the Contractor must provide commercial general liability insurance naming City as an additional named insured as required in Section 6.1. To the extent allowed by applicable law, Owner shall use reasonable efforts to cause the

contract to provide THAT THE CONTRACTOR COVENANT AND AGREE, TO THE EXTENT PERMITTED BY CHAPTER 151 OF THE TEXAS INSURANCE CODE, AND NO FURTHER, TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OF ANY NATURE ARISING OUT OF THE PERFORMANCE OF SUCH CONTRACT, EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO STRICT LIABILITY, OTHER THAN SUCH LIABILITIES THAT ARISE DUE TO THE SOLE NEGLIGENCE OF CITY.

ARTICLE 7.
DEFAULT AND REMEDIES FOR DEFAULT

- 7.1 **Preventative Default Measures.** The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to City Administration. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Owner's request, the City Administration shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.
- 7.2 **Default.** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party arising out of the default, give written notice to the defaulting Party specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.
- 7.3 **Remedies Between City and Owner.** If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 7.2 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. First, if both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in mediation, then either Party may institute legal

proceedings in a state district court in Hays County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees.

ARTICLE 8 MISCELLANEOUS

- 8.1 Governing Law; Jurisdiction and Venue:** This Agreement shall be construed under and in accordance with the laws of The State of Texas. All obligations of the parties created hereunder are performable in Hays County, Texas and venue for any action arising hereunder shall be in Hays County.
- 8.2 Conspicuous Provisions:** City and Owner acknowledge that the provisions of this Agreement set out in **bold, CAPITALS** (or any combination thereof) satisfy the requirements for the express negligence rule or are conspicuous.
- 8.3 Notices:** Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To City:

Original: City of Dripping Springs, Texas
Attn: City Secretary
P. O. Box 384
Dripping Springs, Texas 78620 FAX: (512) 858-5646

Copies to: City of Dripping Springs, Texas

Attn: City Administrator
 P. O. Box 384
 Dripping Springs, Texas 78620

City of Dripping Springs, Texas
 Attn: City Attorney
 P. O. Box 384
 Dripping Springs, Texas 78620

To Owner:

Original: Dripping Springs Partners
 Attn: Matthew Scrivener
 7401B Highway 71 West
 Austin, Texas 78735

Copies to: Baker & Robertson
 Attn: Rex G. Baker, III
 P O Box 718
 Dripping Springs, Texas 78620

- 8.4 City Consent and Approval:** In any provision of this Agreement that provides for the consent or approval of City staff or City Council, such consent or approval must be granted in writing, and unless otherwise specified in this Agreement may be withheld or conditioned by the staff or City Council based on compliance with the terms of this Agreement and applicable laws and ordinances.
- 8.5 Assignment:** This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner may assign all or an undivided interest in this Agreement to an affiliate of Owner, a land bank entity or other entity that facilitates the acquisition, development, or disposition of the Property, a person or entity that will have a co-ownership interest in all or a portion of the Property, or a joint venture in which Owner or an affiliate of Owner is a member, without the consent of City. As used in this Section, “affiliate” means (a) an officer, director, employee, shareholder, or partner of Owner; (b) any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with Owner (whether directly or indirectly through one or more intermediaries); or (c) any officer, director, trustee, general partner, or employee of any person or entity described in (b) above.

For assignments other than to an affiliate as provided in the above paragraph, but including any assignment to a land bank entity or other entity that facilitates the acquisition, development, or disposition of the Property or other homebuilder, Owner may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Project from time to time to any party provided that the assignee has provided to Owner with a copy to City in a writing, certified by an officer with the authority to bind

the assignee, stating that such assignee (i) does not owe delinquent taxes or fees to City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. In the event the proposed assignee is a company that is publicly traded and listed on the New York Stock Exchange, then an officer of such proposed assignee shall provide this information in the certification described in this Section 8.5 in lieu of the requirements of (iii), above. Owner shall provide City sixty (60) days prior written notice of any such assignment, and Owner shall provide City with a copy of the writing described in this Section 8.5. Upon assignment pursuant to this Section 8.5, Owner shall be released of any further obligations under this Agreement.

- 8.6 No Third Party Beneficiary:** This Agreement is solely for the benefit of the Parties, and neither City nor Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than City and Owner.
- 8.7 Amendment:** This Agreement may be amended only with the written consent of Owner and with approval of the governing body of City.
- 8.8 No Waiver:** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 8.9 Severability:** The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.
- 8.10 Captions:** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

- 8.11 Interpretation:** The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "shall include" means "shall include without limitation."
- 8.12 Exactions Roughly Proportionate:** Owner hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code, arising out of this Agreement. Both Owner and City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement or the future zoning ordinance covering the Land. Owner further acknowledges that the benefits of platting and master planning have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Owner acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. Notwithstanding the foregoing, Owner does not waive any of its rights or claims with respect to any future requests or exactions from City not covered or determined by this Agreement or the future zoning ordinance covering the Land.
- 8.13 Counterpart and Originals:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.
- 8.14 Term.** The term of this Agreement will commence on the Effective Date and continue until City's acceptance of the Offsite Roads, unless terminated on an earlier date by written agreement of City and Owner.
- 8.15 Incorporation of Exhibits by Reference:** All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A – Survey of the Land

Exhibit B – Legal Description of Land

Exhibit C – Roadway Plan

Exhibit D – Typical Road Sections

Exhibit E – Connection Points For Preserve and Foster / Foster Improvements Plan

Exhibit F – Seven Acre Tract

Exhibit G – Seven Acre Road

The Effective Date of this Agreement is _____, 2022.

[Signature Pages to follow]

THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT:

CITY:

CITY OF DRIPPING SPRINGS,
a Type A General-Law Municipality

By: _____

Name: Bill Foulds, Jr.

Title: Mayor

ATTEST:

By: _____ Name: Andrea

Cunningham

Title: City Secretary

RGB-LM

DRAFT J

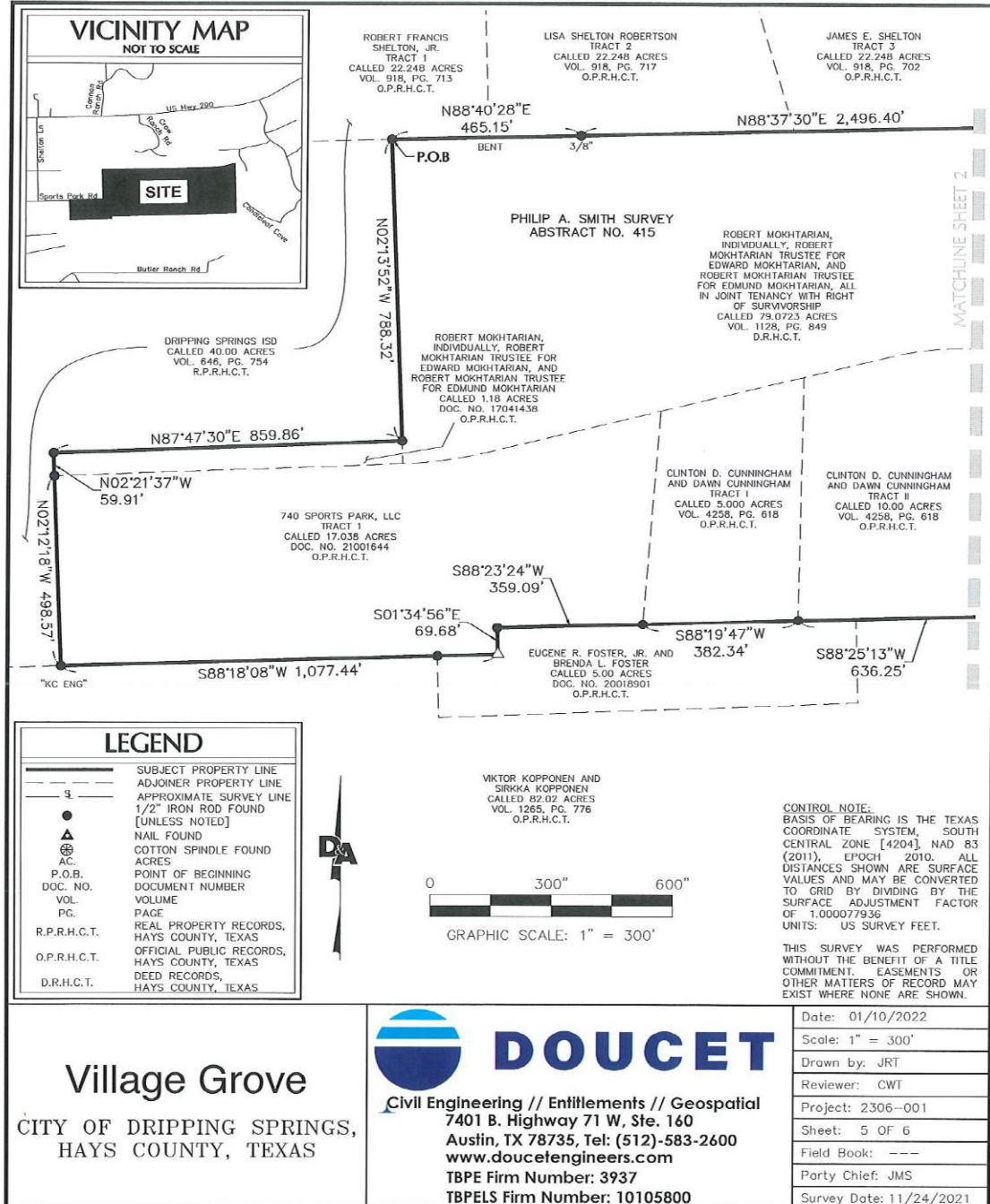
06/15/2022

OWNER:
DRIPPING SPRINGS PARTNERS, LLC
A Texas limited liability company

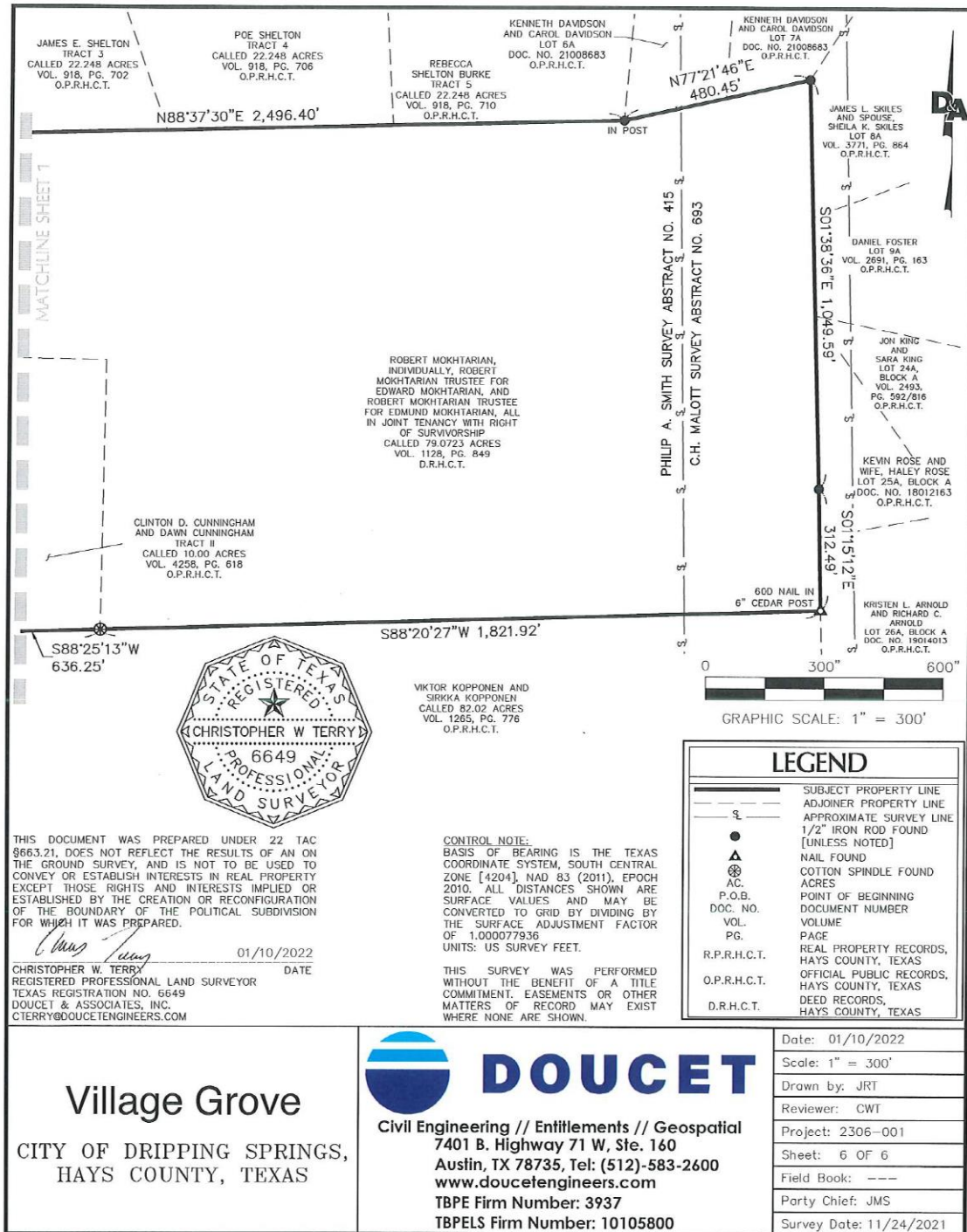
By: _____
Name: Matthew Scrivener
Title: Manager

Exhibit A

Survey of the Land



X:\Departments\Geospatial\Projects\2306-001 Mokhtarian Tract\CAD\dwg\Active - Exhibits\2306-001 Mokhtarian Tract_MUD 112.4 oc_srf.dwg



X:\Departments\Geospatial\Projects\2306-001 Mokhtarian Tract\CAD\dwg\Active - Exhibits\2306-001 Mokhtarian Tract_MUD 112.4 ac_srf.dwg

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DRAFT J

06/15/2022

Exhibit B

Legal Description of Land



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

Doucetengineers.com

112.4 Acre Tract
Hays County, Texas

D&A Job No. 2306-001
January 10, 2022

DESCRIPTION
For a 112.4-Acre

BEING A 112.4-ACRE TRACT OUT OF THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693 AND THE PHILIP A. SMITH SURVEY, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 112.4-ACRE TRACT BEING COMPRISED OF FIVE (5) TRACTS OF LAND: 1) A CALLED 79.0723-ACRE TRACT, DESCRIBED AS TRACT 1, CONVEYED TO ROBERT MOKHTARIAN, INDIVIDUALLY, ROBERT MOKHTARIAN TRUSTEE FOR EDWARD MOKHTARIAN, AND ROBERT MOKHTARIAN TRUSTEE FOR EDMUND MOKHTARIAN, ALL IN JOINT TENANCY WITH RIGHT OF SURVIVORSHIP, RECORDED IN VOLUME 1128, PAGE 849 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], 2. A CALLED 1.18-ACRE TRACT, DESCRIBED AS TRACT 2, CONVEYED TO ROBERT MOKHTARIAN, INDIVIDUALLY, ROBERT MOKHTARIAN TRUSTEE FOR EDWARD MOKHTARIAN, AND ROBERT MOKHTARIAN TRUSTEE FOR EDMUND MOKHTARIAN, RECORDED IN INSTRUMENT NO. 17041438 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], 3. A CALLED 17.038-ACRE TRACT, DESCRIBED AS TRACT 1, CONVEYED TO 740 SPORTS PARK, LLC, RECORDED IN DOCUMENT NO. 21001644, O.P.R.H.C.T., 4. A CALLED 5.000-ACRE TRACT, DESCRIBED AS TRACT 1, CONVEYED TO CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM, RECORDED IN VOLUME 4258, PAGE 618, O.P.R.H.C.T. AND 5. A CALLED 10.00-ACRE TRACT, DESCRIBED AS TRACT II, CONVEYED TO CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM, RECORDED IN VOLUME 4258, PAGE 618, O.P.R.H.C.T., SAID 112.4-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the northwest corner of said 79.0723-acre tract, same point for the northeast corner of a called 40.00-acre tract conveyed to Dripping Springs ISD, recorded in Volume 646, Page 754 of the Real Property Records of Hays County, Texas [R.P.R.H.C.T.], same point being in the south line of a called 22.248-acre tract, described as "Tract 1", conveyed to Robert Francis Shelton, Jr., recorded in Volume 918, Page 713, O.P.R.H.C.T. and for the northwest corner of the tract described herein;

THENCE with the north line of said 79.0723-acre tract, the following three (3) courses:

- 1) N88°40'28"E, with the south line of said 22.248-acre tract, described as "Tract 1", and with the south line of a called 22.248-acre tract, described as "Tract 2", conveyed to Lisa Shelton Robertson, recorded in Volume 918, Page 717, O.P.R.H.C.T., for a distance of 465.15 feet to a 3/8-inch iron rod found for an angle corner in the tract described herein,

CONTINUED ON NEXT PAGE

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



- 2) N88°37'30"E, with the south line of said 22.248-acre tract, described as "Tract 2", with the south line of a called 22.248-acre tract, described as "Tract 3", conveyed to James E. Shelton, recorded in Volume 918, Page 702, O.P.R.H.C.T., with the south line of a called 22.248-acre tract, described as "Tract 4", conveyed to Poe Shelton, recorded in Volume 918, Page 706, O.P.R.H.C.T. and with the south line of a called 22.248-acre tract, described as "Tract 5", conveyed to Rebecca Shelton Burke, recorded in Volume 918, Page 710, O.P.R.H.C.T., for a distance of 2,496.40 feet to a 1/2-inch iron rod in a post found for the southeast corner of said 22.248-acre tract, described as "Tract 5", for the southwest corner of Lot 6A, The Preserve Phase One Subdivision, recorded in Volume 10, Page 153 of the Plat Records of Hays County, Texas [P.R.H.C.T.], being that same tract conveyed to Kenneth Davidson and Carol Davidson, recorded in Document No. 21008683, O.P.R.H.C.T., and
- 3) N77°21'46"E, with the south line of said Lot 6A and with the south line of Lot 7A, The Preserve Phase One Subdivision, being that same tract conveyed to Kenneth Davidson and Carol Davidson, recorded in Document No. 21008683, O.P.R.H.C.T., for a distance of 480.45 feet to a 1/2-inch iron rod found for the northeast corner of said 79.0723-acre tract, for the southeast corner of said Lot 7A, for the northwest corner of Lot 8A, The Preserve Phase One Subdivision, being that same tract conveyed to James L. Skiles and Spouse, Sheila K. Skiles, recorded in Volume 3771, Page 864, O.P.R.H.C.T. and for the northeast corner of the tract described herein;

THENCE with the east line of said 79.0723-acre tract, the following two (2) courses:

- 1) S01°38'36"E, with the west line of said Lot 8A, with the west line of Lot 9A, The Preserve Phase One Subdivision, being that same tract conveyed to Daniel Foster, recorded in Volume 2691, Page 163, O.P.R.H.C.T. and with the west line of Lot 25A, Block A, The Preserve Phase Two Subdivision, recorded in Volume 10, Page 321, P.R.H.C.T., being that same tract conveyed to Kevin Rose and wife, Haley Rose, recorded in Document No. 18012163, O.P.R.H.C.T., for a distance of 1,049.59 feet to a 1/2-inch iron rod found for an angle point of the tract described herein, and
- 2) S01°15'12"E, with the west line of said Lot 25A and with the west line of Lot 26A, Block A, The Preserve Phase One Subdivision, being that same tract conveyed to Kristen L. Arnold and Richard C. Arnold, recorded in Document No. 19014013, O.P.R.H.C.T., for a distance of 312.49 feet to a nail found for the southeast corner of said 79.0723-acre tract, for the northeast corner of a called 82.02-acre tract, conveyed to Viktor Kopponen and Sirkka Kopponen, recorded in Volume 1265, Page 776, O.P.R.H.C.T. and for the southeast corner of the tract described herein;

THENCE S88°20'27"W, with the common line of said 79.0723-acre tract and said 82.02-acre tract, for a distance of 1,821.92 feet to a cotton spindle found for the southeast corner of a said 10.00-acre tract, for a southwest corner of said 79.0723-acre tract and for an angle point of the tract described herein;

CONTINUED ON NEXT PAGE



THENCE S88°25'13"W, with the south line of said 10.00-acre tract, partially along the north line of said 82.02-acre tract and partially along the north line of a called 5.00-acre tract, conveyed to Eugene R. Foster, Jr. and Brenda L. Foster, recorded in Document No. 20018901, O.P.R.H.C.T., for a distance of 636.25 feet to a 1/2-inch iron rod found for the southwest corner of said 10.00-acre tract (Tract II), the southeast corner of said 5.000-acre tract (Tract I) and for an angle point of the tract described herein;

THENCE S88°19'47"W, with the common line of said 5.00-acre tract and said 5.000-acre tract, for a distance of 382.34 feet to a 1/2-inch iron rod found for the southwest corner of said 5.000-acre tract (Tract I), the southeast corner of said 17.038-acre tract and for an angle point of the tract described herein;

THENCE with the common line of said 17.038-acre tract and said 82.02-acre tract, the following three (3) courses:

- 1) S88°23'24"W, for a distance of 359.09 feet to a 1/2-inch iron rod found for an interior ell corner of said 17.038-acre tract, for an angle corner of said 5.00-acre tract and for an angle point of the tract described herein,
- 2) S01°34'56"E, for a distance of 69.68 feet to a calculated point for an angle corner of said 17.038-acre tract, for an angle corner of said 5.00-acre tract and for an angle corner of the tract described herein, and
- 3) S88°18'08"W, partially along the north line of said 82.02-acre tract, for a distance of 1,077.44 feet to a 1/2-inch iron rod with cap stamped "KC ENG" found for the southwest corner of said 17.038-acre tract, for the southeast corner of said 40.00-acre tract and for the southwest corner of the tract described herein;

THENCE N02°12'18"W, with the common line of said 40.00-acre tract and said 17.038-acre tract, for a distance of 498.57 feet to a 1/2-inch iron rod found for the northwest corner of said 17.038-acre tract, for the southwest corner of said 1.18-acre tract and for an angle point of the tract described herein;

THENCE with the common line of said 1.18-acre tract and said 40.00-acre tract, the following two (2) courses:

- 1) N02°21'37"W, a distance of 59.91 feet to a 1/2-inch iron rod found for the northwest corner said 1.18-acre tract, a southeast corner of said 40.00-acre tract and the northwest corner of the tract described herein, and
- 2) N87°47'30"E, a distance of 859.86 feet to a 1/2-inch iron rod found for the northeast corner of said 1.18-acre tract, a southeast corner of said 40.00-acre tract, in the west line of said 79.0723-acre tract and for an angle point of the tract described herein;

THENCE N02°13'52"W, with the common line of said 40.00-acre tract and 79.0723-acre tract, for a distance of 788.32 feet to the POINT OF BEGINNING of the tract described herein and containing 112.4-acres.

CONTINUED ON NEXT PAGE



Notes:

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by dividing by the surface adjustment factor of 1.000077936.

Units: U.S. Survey Feet.

I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this document was prepared under 22 tac §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

01/10/2022

Date

Christopher W. Terry
 Registered Professional Land Surveyor
 Texas Registration No. 6649
 Doucet & Associates
 Cterry@DoucetEngineers.com
 TBPELS Firm Registration No. 10105800



Exhibit C – Roadway Plan

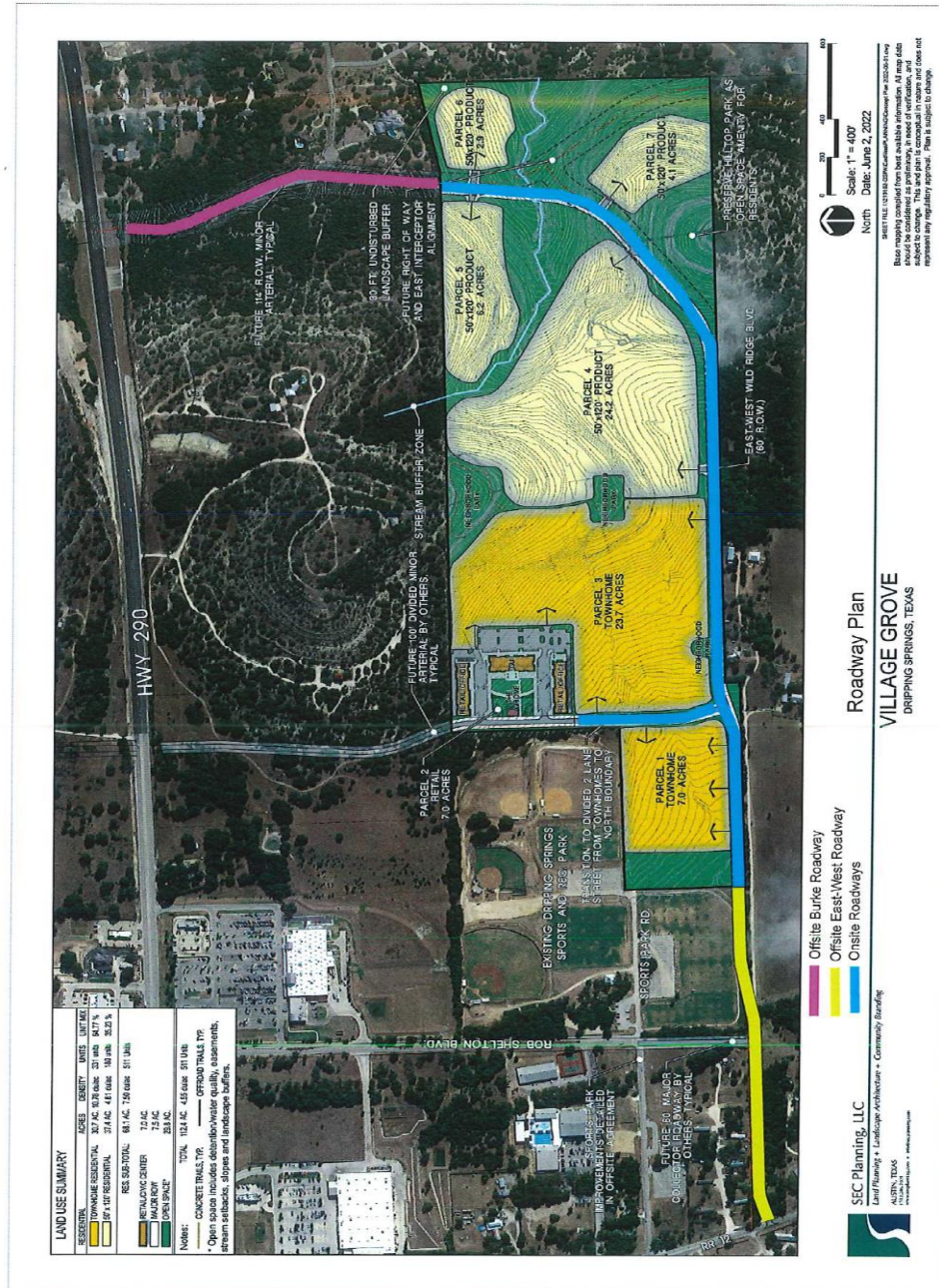
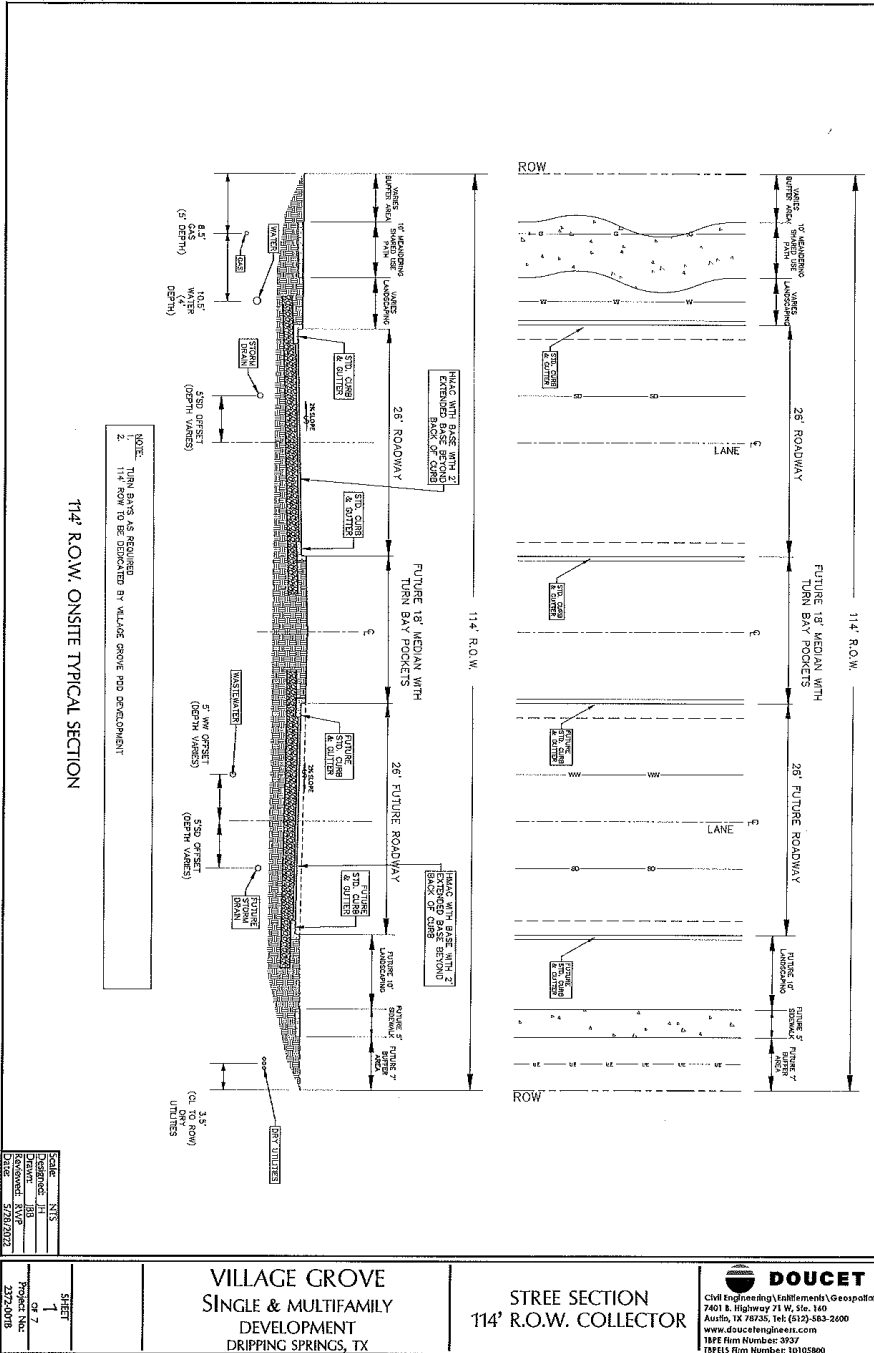
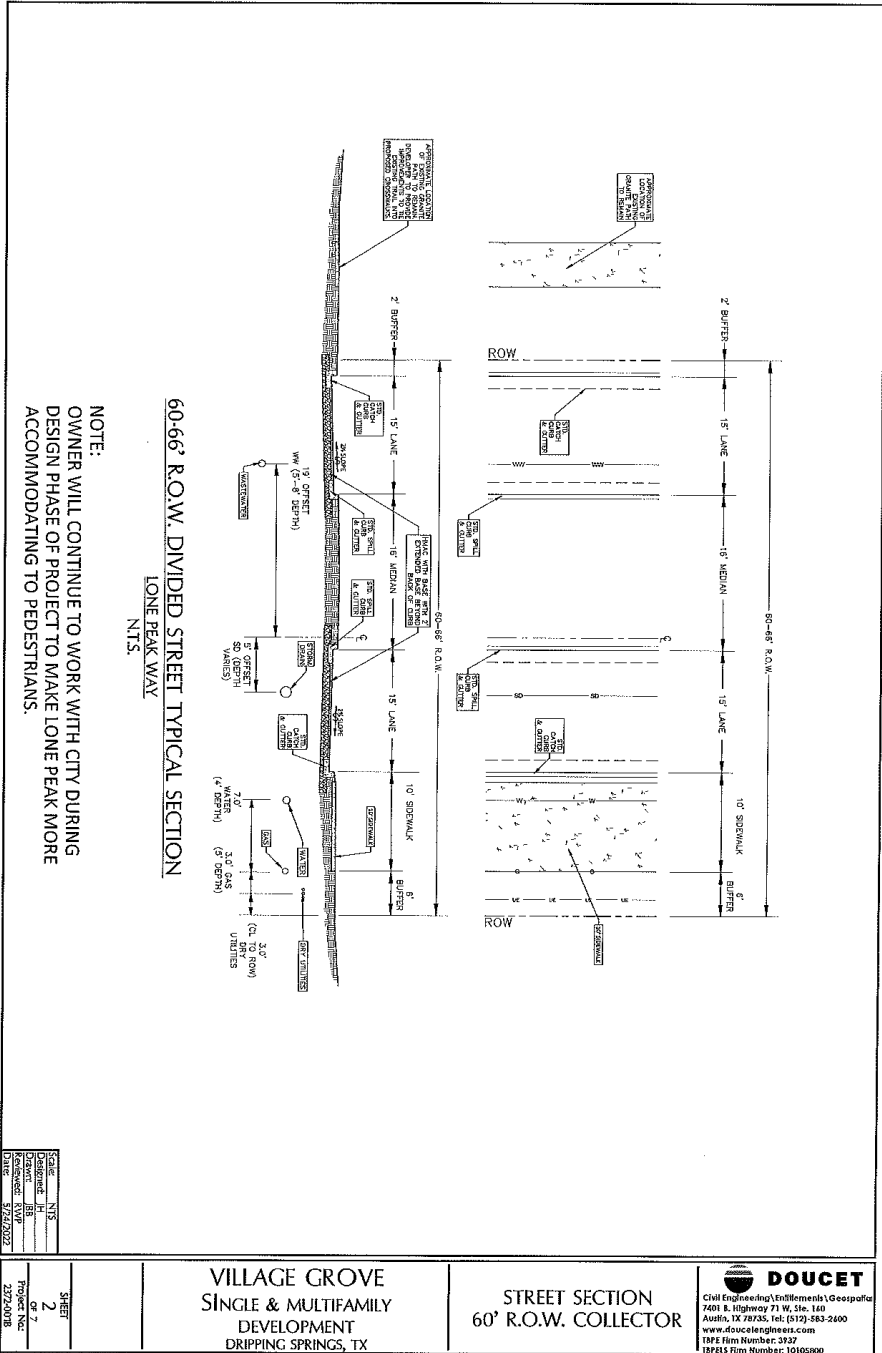


Exhibit D – Typical Road Sections

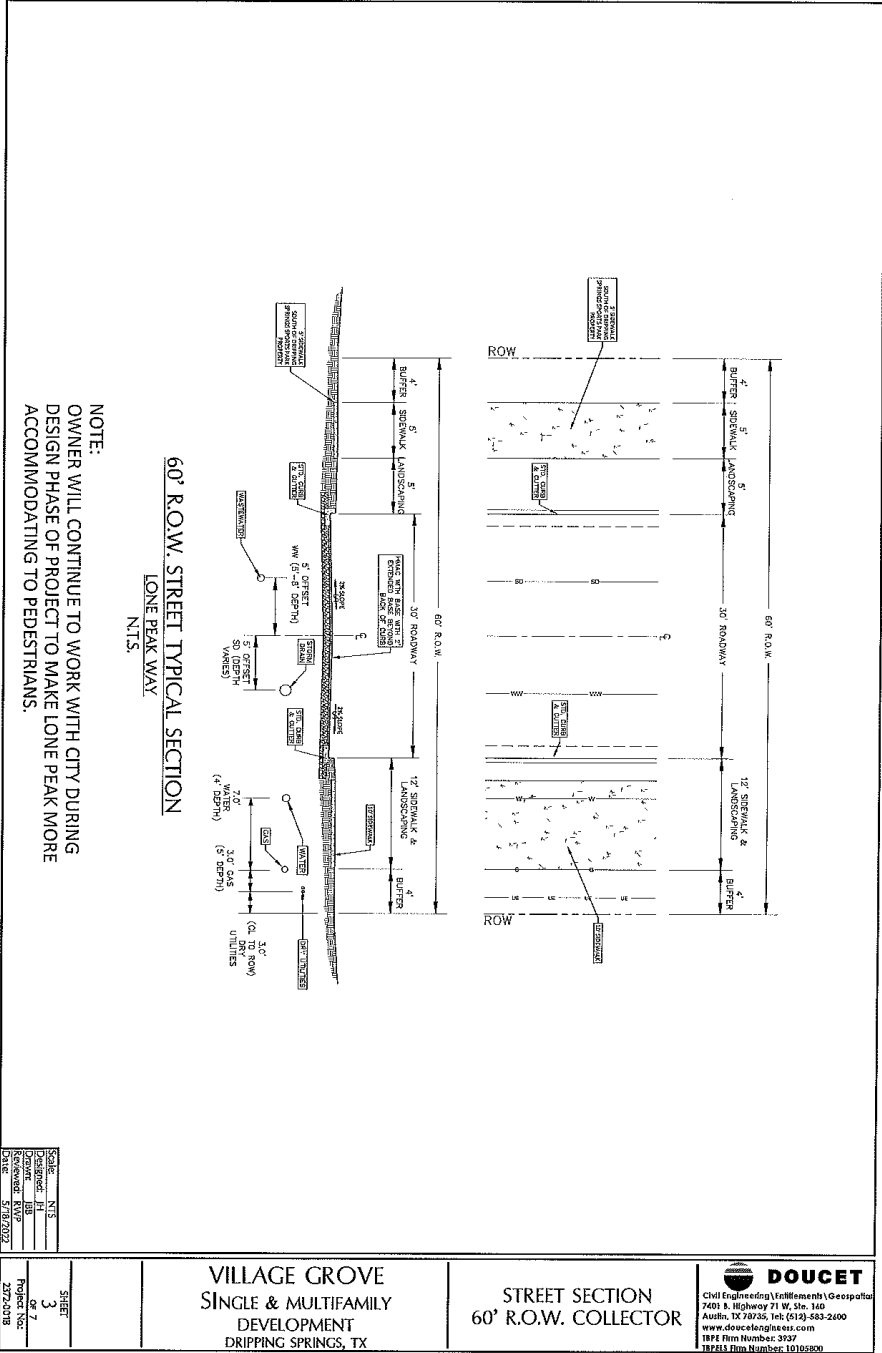
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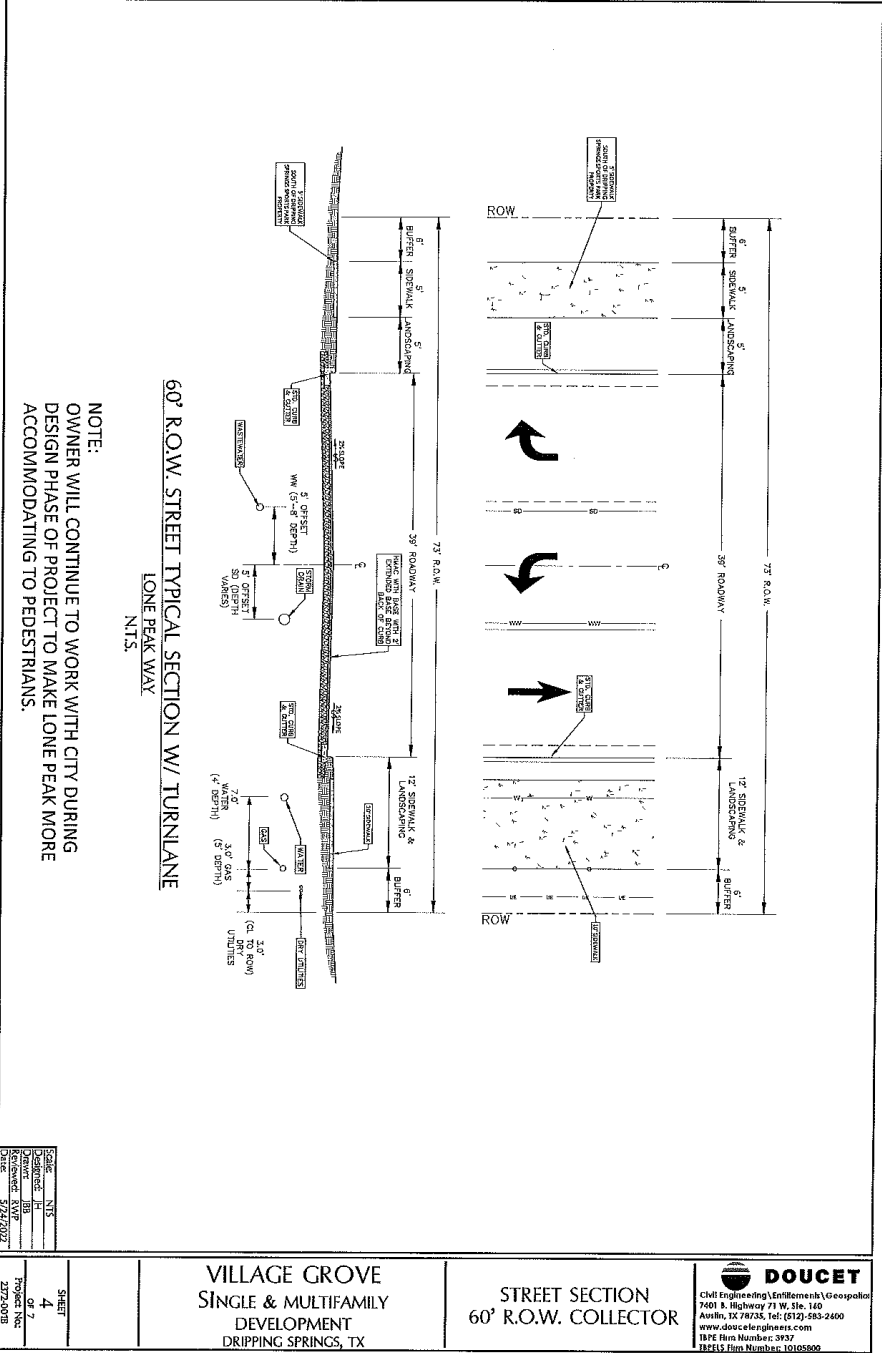
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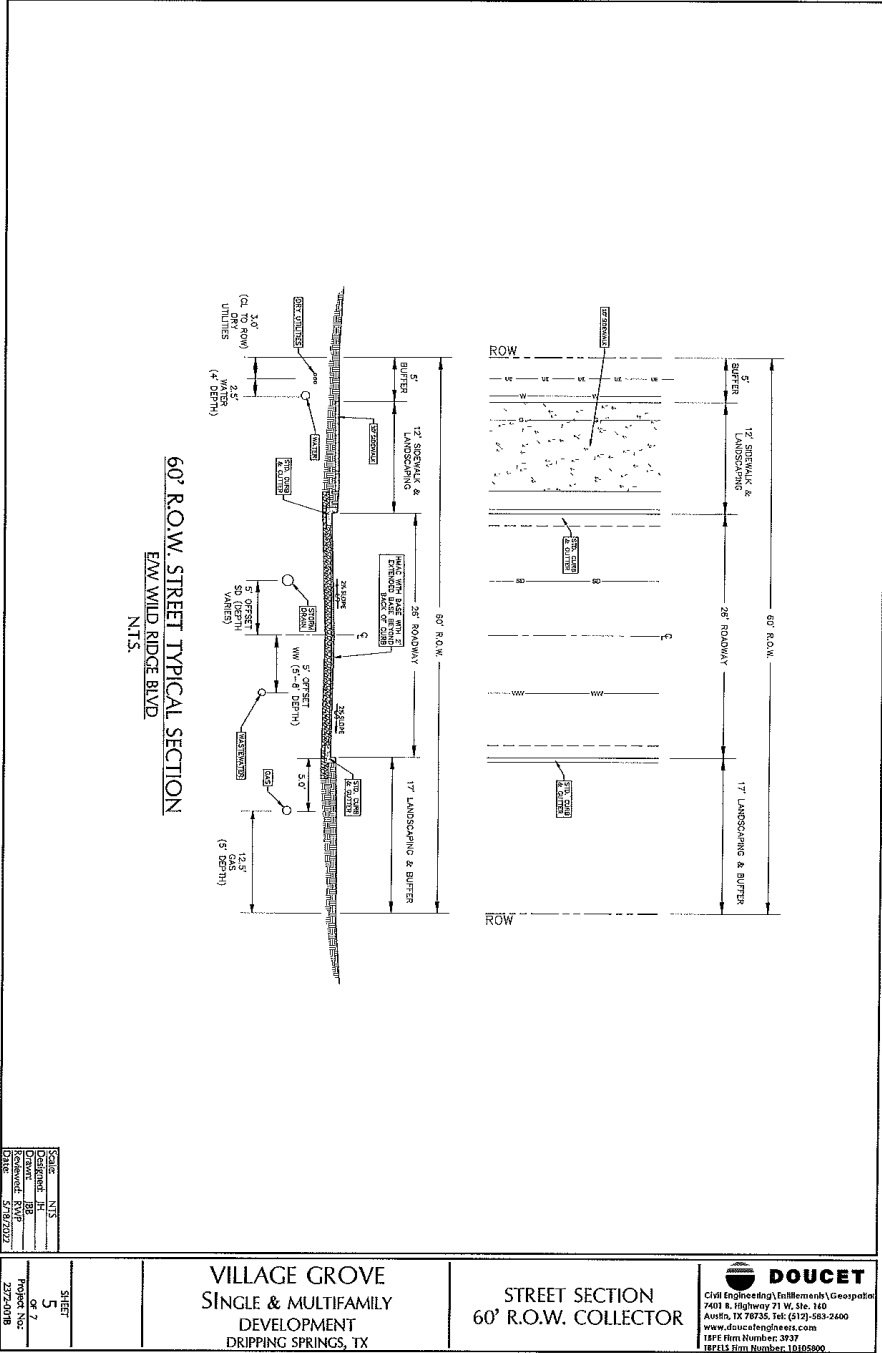
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Plot Date/Time: Jun. 06, 22 - 08:52:33



Drawing: C:\pwworking\jonathan.banister\60117351\2372-0018 Street Sections.dwg
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 Last Modified: May, 24, 22 - 12:46
 Plot Date/Time: May, 24, 22 - 12:47:59



Drawing: C:\pw_working\Jonathan.Banister\0117351\2372-001B Street Sections.dwg
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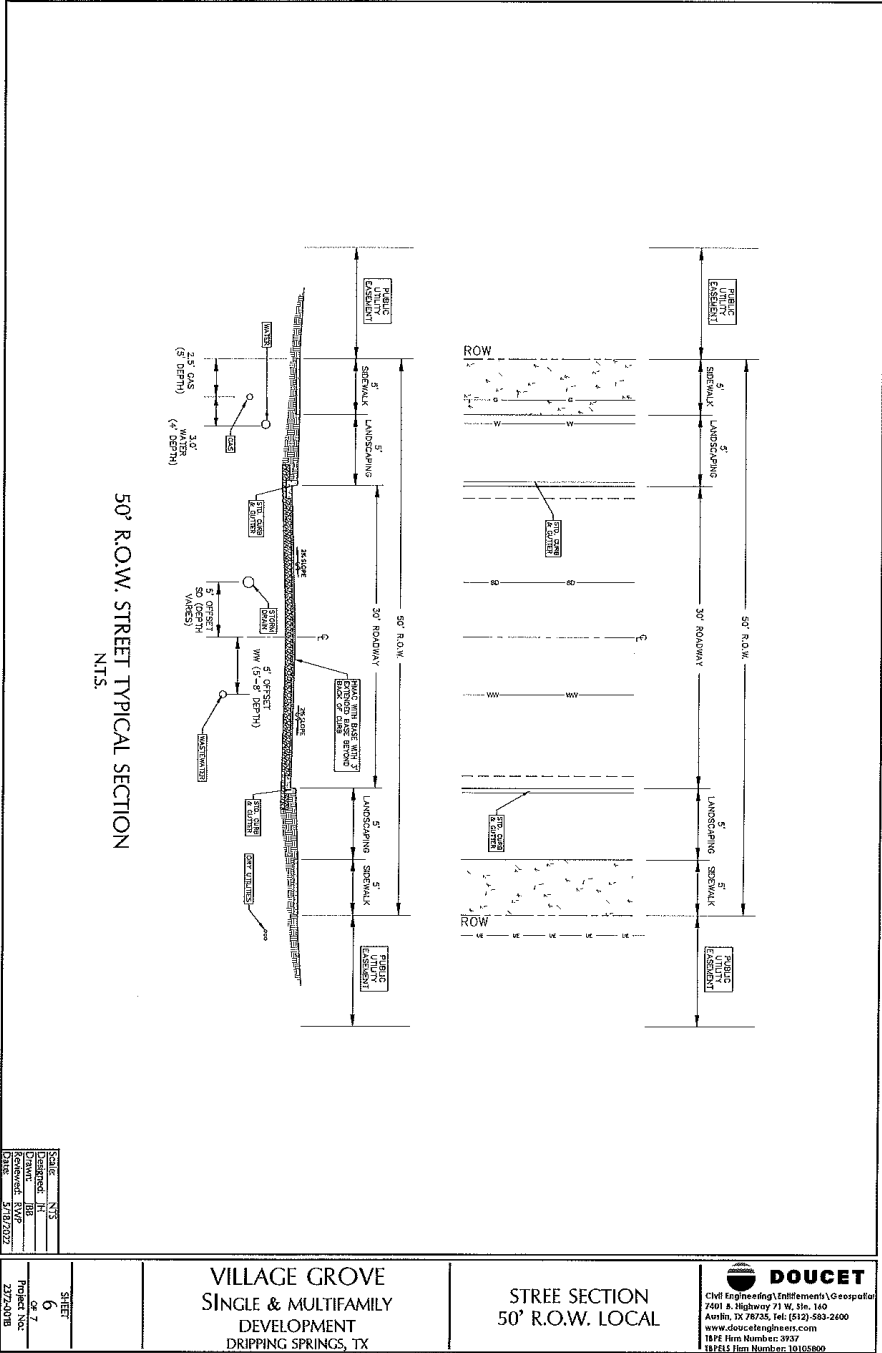


Exhibit E -Connection Points For Preserve and Foster / Foster Improvements Plan



Exhibit “F” – Seven Acre Tract

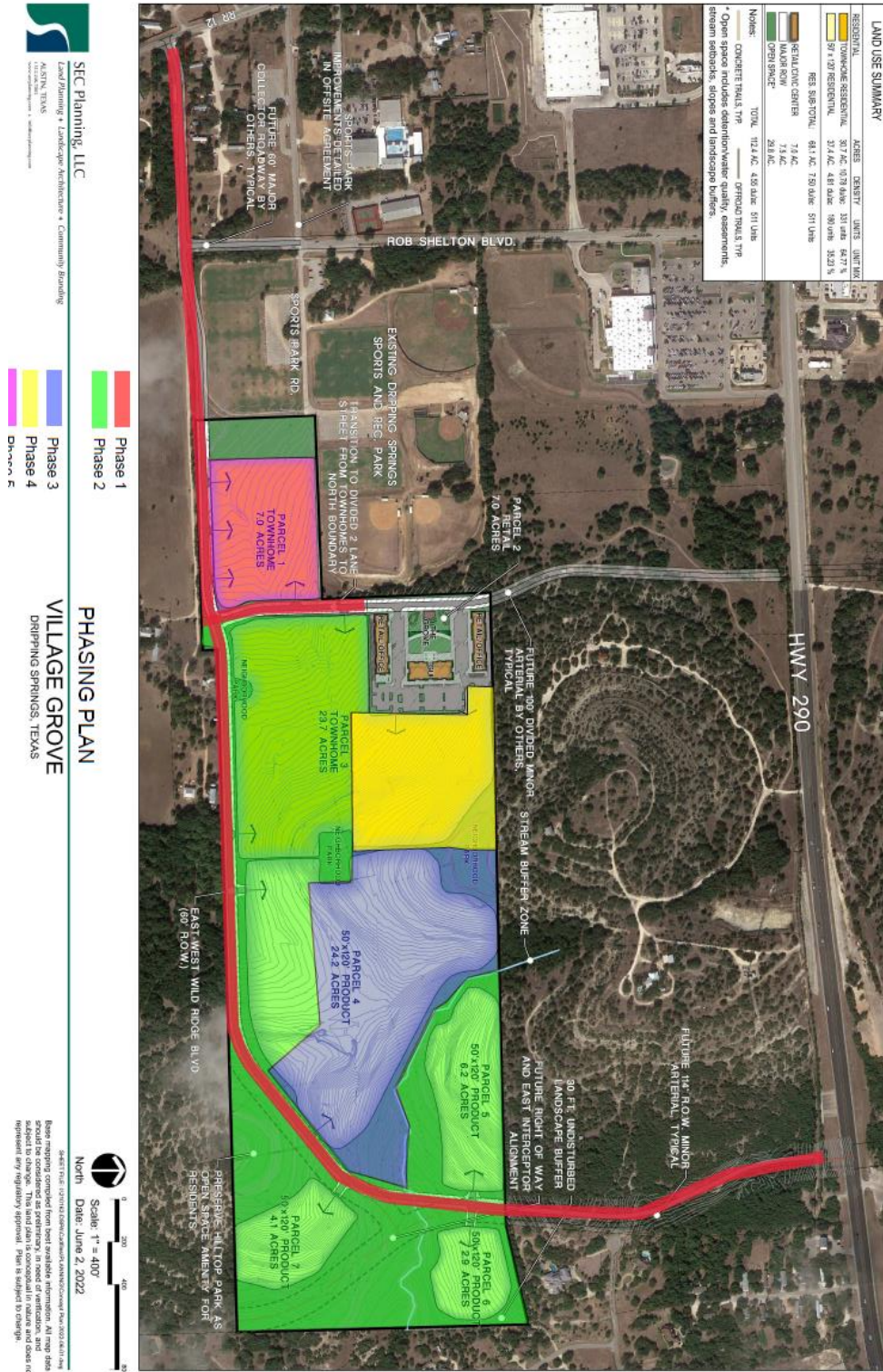
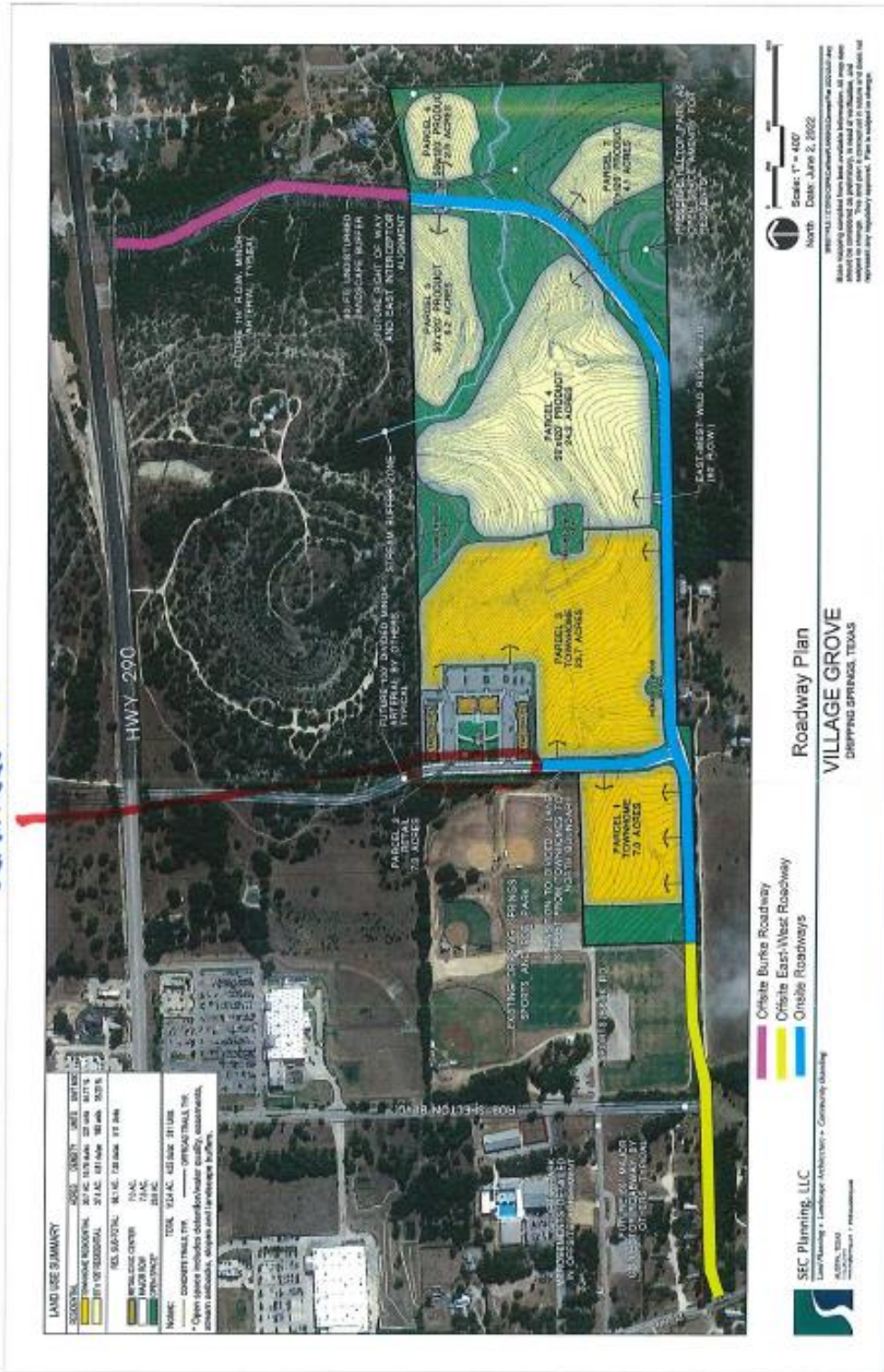


Exhibit “G” – Seven Acre Road

Seven Acre Road





STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: June 21, 2022

Agenda Item Wording: Discuss and consider approval of Wastewater Agreement between DS Land Partners and the City of Dripping Springs for the Village Grove Subdivision
Sponsor: Mayor Bill Foulds, Jr.

Agenda Item Requestor: Ginger Faught, Deputy City Administrator

This Wastewater Service Agreement addresses wastewater service for the proposed Village Grove Development (hereafter “Village Grove”).

The Dripping Springs Partners, LLC (“Owner”). The proposed agreement is based on our standard wastewater agreement and has provisions that provide for temporary facilities while we await court decisions on the Discharge Permit.

Salient points of the proposed Agreement are listed below:

- 1) LUEs made available to Village Grove Tract
 - a. 511 LUEs for residential
 - b. 8 LUEs for an amenity center
 - c. 32 LUEs for commercial or governmental/utilities/institutional
- 2) Facilities and easements
 - a. Owner pays all costs of building facilities to connect.
 - b. After facilities are built, they will be conveyed to the City.
 - c. Owner acquires all necessary easements at Owner’s cost. Note that there are no Offsite Facilities Easements needed for this project.
- 3) Temporary facilities
 - a. No pump & haul is authorized.
 - b. Owner may apply for a TLAP permit as a temporary facility. Owner pays all costs associated with the permit and the temporary facilities. The City will be the operator of the plant.

- c. When East Interceptor and Discharge plant is built, flows will be diverted to the City System and Owner will pay the cost for removal of the temporary wastewater plant.
- 4) Owner will provide two water and two wastewater stub-outs for the Foster Tract.
- 5) Owner will pay \$7,850 impact fee for each LUE.
- 6) Owner pays for City inspection and review and legal fees.
- 7) In Section 6.4 of the Agreement the City agrees to contribute \$30,000 towards easement acquisition related to an offsite Right of Way. This ROW is contained on the Burke tract north of the proposed development. The City had been in negotiation with the Burke property owners about acquiring WW easement for the East Interceptor and easements for Temporary Construction areas. An appraisal commissioned by the City in 11/20 valued those easements at approximately \$153,000. We ceased those negotiations once the VG developers started working on entitlements for the VG project including negotiating with the Burke's for the offsite ROW. The WW easement needed for construction of the East Interceptor on the Burke's property will be contained within the ROW that the developer is acquiring. As stated above, the City will contribute \$30,000 to the acquisition. The developer of VG has agreed to provide Temporary Staging Areas needed for the construction of the East Interceptor as no cost to the City rather than the City paying the Burke's Temporary Staging Areas within their property.

Recommended Council Actions:

Recommend postponement to date certain.

Attachments:

Draft WWUA.

Next Steps/Schedule:

TBD

WASTEWATER UTILITY SERVICE AND FEE AGREEMENT

This Wastewater Utility Service and Fee Agreement (“**Agreement**”) is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (“**City**”), and Dripping Springs Partners, LLC, a Texas limited liability company, whose address is 7401 Highway 71 W, Austin, Texas 78735 (“**Owner**”).

RECITALS:

- A. Owner is the owner of 95.31 acres, and is purchasing 17.038 acres from 740 Sports Park, LLC 17 acres (the 95.31 acre tract and the 17.038 acre tract are jointly hereinafter referred to as the “**Land**”), the Land being more particularly described on **Exhibit A**, which Land is located wholly within the City and in Hays County, Texas (the “**County**”); and
- B. Owner intends to develop the Land as a master-planned, residential, commercial and governmental/utility/institutional community with improvements and infrastructure pursuant to a series of final plats and approved construction plan to be approved by the City (the “**Project**”);
- C. No sewer collection treatment and disposal system presently exists to serve the Land;
- D. Owner desires to receive wastewater service for the Land through the System and to connect to the System through the City’s South Regional wastewater collection line;
- E. Subject to the terms of this Agreement, the City will allow Owner to receive wastewater service for the Land through the System and to connect to the System through the City’s East Interceptor wastewater collection line that is yet to be constructed;
- F. This Agreement is necessary to protect the health, safety, and general welfare of the community, to limit the harmful effects of substandard subdivisions;.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 Agreement.** This agreement between City and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.
- 1.2 Chapter 395:** Chapter 395 of the Texas Local Government Code, as such may be amended from time to time.
- 1.3 City.** The City of Dripping Springs, an incorporated Type A, general law municipality located in Hays County, Texas.
- 1.4 City Engineer:** The person or firm designated by the City Council as the wastewater engineer for the City.

1.5 City Utility Standards. City standards for design, location, construction, installation and operation of wastewater and drainage utility infrastructure, as of the date of this Agreement, and expressly including the following chapters of the City's Code of Ordinances and all related regulations and permits:

- (a) Utilities (Chapter 20)
- (b) Development and Water Quality Protection (Chapter 22)
- (c) Building Regulations (Chapter 24)
- (d) Subdivision and Site Development (Chapter 28)

1.6 Connection Point. The location where the Onsite Facilities connect to the System (on the East Interceptor Line) as shown on the attached **Exhibit C**.

1.7 Contractor. A person or entity engaged by Owner to design, construct, install, alter or repair infrastructure required to serve the Land, whether located on or outside the Land, as further described in §4.3.

1.8 Development. The development on the Land, consisting of improvements and infrastructure to be constructed in accordance with the final plat and approved construction plan.

1.9 Discharge Permit. The Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014488003. Notwithstanding such authorization, it is City's goal to beneficially reuse all of the treated effluent that is authorized to be discharged by the Discharge Permit.

1.10 East Interceptor Line. The east interceptor wastewater collection line to be constructed to carry sewage to the WWTP. The East Interceptor Line has not yet been constructed and therefore the alignment has not yet been determined by the City.

1.11 Effective Date. The date set forth as the Effective Date in § 8.13 below.

1.12 Impact Fees. Impact Fees adopted by City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance.

1.13 Land. Those certain tracts of land being more particularly described in **Exhibit A**.

1.14 LUE. Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

1.15 Notice. Notice as defined in § 8.2 of this Agreement.

1.16 Owner. Dripping Springs Partners, LLC, a Texas limited liability company.

1.17 Onsite Facilities. All wastewater facilities, equipment, reuse storage tanks, or related improvements necessary to serve the Land between the structures on the Land. To the extent that any lift stations are required to pump the wastewater to the Connection Point, such lift station would be included in the definition of Onsite Facility.

1.18 Offsite Facilities. All wastewater facilities, equipment or related improvements necessary to serve the Land and not located on the Land and being located between the Onsite Facilities and the Connection Point, if any.

1.19 Package Plant. The temporary wastewater treatment facility operated and maintained by City that will provide wastewater treatment services to the Development until the Discharge Permit is issued and the System facilities are sufficient to accept the wastewater from the Land.

1.20 Party. Individually, City or Owner and any successors and assigns, as permitted by this Agreement.

1.21 South Regional Wastewater Treatment Plant or “WWTP”. The wastewater treatment facility that is currently authorized by TCEQ Permit No. WQ0014488001 and that is located approximately 0.55 mile east of the intersection of Ranch Road 12 and Farm-to-Market Road 150, as measured along Farm-to-Market Road 150, and from that point, approximately 1,110 feet south of Farm-to-Market Road 150.

1.22 System. City’s South Regional Wastewater Treatment System, including City’s WWTP and all of City-owned collection facilities transporting wastewater to that plant, including the East Interceptor Line.

1.23 TCEQ. Texas Commission on Environmental Quality, or its successor agencies.

1.24 Temporary Construction Staging Area. The temporary construction staging area shown on **Exhibit F 9** or as otherwise agreed by the Parties) needed for construction of City wastewater facilities.

1.25 TLAP Permit. The Texas Land Application Permit.

1.26 Unit. A structure located on the Land that will be assigned a wastewater LUE by City.

ARTICLE II SERVICE TO THE DEVELOPMENT

2.1 City Wastewater Service. Notwithstanding anything contained in this Agreement to the contrary, City will be the exclusive provider of wastewater collection and treatment service to the Development through the System or the Package Plant in an amount up to 53 residential LUEs, 8 amenity center LUEs and 32 commercial/governmental/utility/institutional LUEs. City will make this retail wastewater service available to the Land upon Owner’s construction and connection of the Onsite Facilities to the System or the Package Plant pursuant to this Agreement. Additional LUEs will not be made available to the Land except as may be agreed in writing by City from time to time

WASTEWATER SERVICE; FACILITIES CONSTRUCTION AND OPERATION

3.1 Service.

a. **Discharge Permit.** City has received the Discharge Permit, but due to legal proceedings, the City is unable to employ the Discharge Permit. The City is pursuing the acquisition of the necessary easements that will allow the construction of the East Interceptor Line and proposed new wastewater treatment plant (TCEQ Permit No. WQ0014488003) expansion that will allow sewage from the Land to be permanently transported to the East Interceptor Line and ultimately to be treated at City's proposed new wastewater treatment plant facility, as modified in accordance with the Discharge Permit. City pays all costs associated with the Discharge Permit including engineering and legal. City will construct, at its sole cost, the East Interceptor Line. Once the legal proceedings are resolved to allow the Discharge Permit to take effect, and the City has completed construction of the improvements to the System sufficient to accept the wastewater from the Land (including the East Interceptor Line and new wastewater treatment plant facility), City will permanently provide wastewater service from the Development to the System to allow the wastewater from the Land to be treated at the City wastewater facility. Owner shall be responsible for all costs associated with removing any Package Plant facilities and irrigation facilities associated with the Package Plant that are not needed for connection to the System.

b. **TLAP Permit.** Subject to receiving City's approvals as described in this paragraph, within 60 days after the approval by City of the initial preliminary plat for the Development, Owner will apply for and use its reasonable efforts to obtain a TLAP Permit to allow (i) the Package Plant to be built and (ii) such other terms as are agreeable to the Parties. Owner must obtain City approval for the phases and size and capacity of the Package Plant associated with each phase that are submitted with the TLAP Permit application which approval shall not be unreasonably withheld, conditioned or delayed. The TLAP Permit will allow for interim irrigation for the disposal of treated effluent. Construction of the Package Plant built pursuant to the TLAP Permit is subject to the terms of this Agreement. City will prepare a letter in support of the TLAP Permit and will otherwise reasonably support and assist in obtaining approval of the application. Without limiting the generality of the prior sentence, City will provide for attendance at TCEQ hearings by its personnel if requested by Owner and will cooperate with Owner in preparing and submitting written testimony in support of the TLAP Permit. Owner pays all costs associated with the TLAP Permit (and City's reasonable out of pocket costs).

Prior to submission of the TLAP Permit application to TCEQ, City shall promptly review the application and shall provide to Owner its comments and its written approval of the application. City recognizes that time is of the essence once the completed application is prepared by Owner and submitted to City for review and approval, and City's approval (which shall include approval of phasing) shall not be unreasonably withheld, conditioned or delayed. The application will comply with this Agreement and with all TCEQ requirements for such permit applications. Owner shall reimburse City for all necessary and reasonable costs City incurs for its review of and comment on the TLAP Permit application, provided specifically that such expenses shall include but not be limited to attorneys' fees and costs, and expert fees and expenses. Such reimbursement shall not include the time spent by employees of (as distinguished from outside Contractors of) City.

3.2 Temporary Wastewater Service of the Land.

a. Subject to **§3.2 b.** below, City will provide wastewater treatment service for the Land utilizing the Package Plant and City will charge its standard retail wastewater service rates to users within the Development. All Onsite Facilities and easements necessary for connection to the System shall be constructed or provided by Owner at no cost to City.

b. In the event the System cannot receive wastewater flow from the Development then prior to obtaining a Unit building permit in the Development for a Unit that will use a LUE, Owner shall connect the Development's wastewater to the Package Plant. In other words, the Package Plant must be approved by TCEQ and City and construction started prior to the issuance of any Building Permits. Upon completion of the Package Plant, all flows shall be directed to and treated by the Package Plant until such time as the flows may be diverted to the System authorized by the Discharge Permit.

c. Within 180 days of the submittal of the TLAP permit to TCEQ as described in **§ 3.1.b**, Owner will deliver to City its design calculations and construction documents of the Package Plant and the specifications of the Package Plant. City shall deliver its comments on the design and specifications within 60 days after receipt of same.

d. Once City and Owner agree on the specifications for the Package Plant, Owner shall be responsible for the following (at no cost to City):

- (i) The costs and construction of the collection system from individual lots or properties on the Land to a central location for treatment or removal.
- (ii) The funding and the mobilization of the Package Plant and related infrastructure for the proper operation of the Package Plant, including irrigation lines thereto and reuse storage tanks as each phase is needed. The term "mobilization" in this subparagraph shall mean the delivery of the Package Plant to the Land, its proper set up on the Land as required by City and such other work as may be required by City to make the Package Plant operational, including, but not limited to the phases of the irrigation lines thereto and the reuse storage tanks. Owner shall mobilize the Package Plant and construct the irrigation lines thereto and place the necessary reuse storage tank(s) within 120 days after the later to occur of (A) the approval of the specifications of the Package Plant by City and execution of a construction contract for the irrigation lines, or (B) the approval of the TLAP Permit by TCEQ. All such out of pocket costs for the mobilization of the Package Plant and related infrastructure paid by Owner and shall not be reimbursed by City.
- (iii) Providing the necessary easements and land (reasonably acceptable to City) needed for siting, construction and operation of all Onsite Facilities and Onsite Treatment Facilities necessary for the operation of the Package Plant.

After construction of the Onsite Facilities and the facilities described in **§3.2 d. (ii)** above (including the Package Plant), upon acceptance of same by City, all Onsite Facilities and easements shall be turned over to City and City will be solely responsible for the cost, operation, maintenance and repair of the Onsite Facilities; provided, however, City and Owner acknowledge

that the some of the easements associated with the Onsite Facilities are temporary and shall be terminated and released, where appropriate, upon the permanent connection to the System.

e. Owner shall notify City in writing immediately upon receiving a permit from TCEQ that authorizes the use of a Package Plant on the Land. Within 60 days after Owner obtains a permit from TCEQ that authorizes the Package Plant on the Land, City shall operate the Package Plant (no lease shall be executed by Owner or its affiliates for the Package Plant without prior City approval). Furthermore, after construction or installation of the Package Plant, and upon acceptance of same by City, the Package Plant shall be turned over to City and City will be solely responsible for the cost, rent (if applicable), operation, maintenance, and repair of the Package Plant and reuse storage tanks. City will bill retail customers and retain all monies collected from retail customers.

f. Owner, or its assigns, will remain responsible to mow (and conduct surface maintenance of) the irrigation fields in accordance with the permit issued for the Package Plant as long as the Package Plant is in service.

3.3 Termination of Package Plant. As soon as the East Interceptor Line and the wastewater plant authorized by the Discharge Permit (“Discharge Permit WWTP”) is complete and City is authorized to and physically able to receive wastewater from the Development, City will notify Owner and Owner will begin, with deliberate speed, the cessation of the use of the Package Plant in favor of the System. Except for facilities needed to utilize the System (including the reuse storage tanks), all the facilities associated with the Package Plant and the irrigation fields shall be removed at Owner’s sole expense (other than reuse facilities) in accordance with 30 Tex. Admin. Code § 222.163 requirements and as approved by the City.

3.4 Stub-Outs for Foster Tract. As part of construction of Phase I of the Development, Owner will install at its expense two water stub-outs and two wastewater stub-outs for possible future water and wastewater service to the property identified as the Foster Tract shown on **Exhibit C**. The stub-outs shall be a size directed by the City.

3.5 Transfer of Storage Tanks. Upon completion of all of the phases and the termination of the Package Plant due to the System being able to receive wastewater from the Development, the reuse storage tanks shall be transferred to the City.

ARTICLE IV INFRASTRUCTURE CONSTRUCTION, CONNECTION AND DEDICATION

4.1 Construction Standards. Owner shall construct all Onsite Facilities in compliance with (a) this **Article 4**; (b) the City Utility Standards; and (c) the rules and regulations of the Texas Commission on Environmental Quality, or its successor agencies.

4.2 Construction in Phases. The Onsite Facilities may be constructed in separate phases, and as such, the requirements in this Agreement apply separately to each phase.

4.3 Onsite Facilities. Owner is required to fund, construct and install the Onsite Facilities within the Development. Except for individual service connections to Units on the Land, upon acceptance by City, the Onsite Facilities shall be dedicated to City and such facilities shall be owned, operated and maintained by City. The Onsite Facilities are to be built at Owner's sole cost.

4.4 Construction Warranty and Guarantee. Any facilities to be dedicated to City shall have a contract warranty with a guarantee of 2 years, enforceable by City as both Owner's assignee and as a third-party beneficiary. In addition, Owner's contract(s) with its Contractor for the construction of any facilities to be dedicated to City (including the Offsite Facilities) shall: (i) state that the "OWNER" includes Owner and its permitted assigns, including City, and (ii) include the following provision:

"Immediately before the expiration of the two-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the Engineer and Owner. The Engineer and Owner shall be given not less than 20 days' notice prior to the anticipated date of Guarantee expiration and the inspection. Failure to comply with these requirements within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.

During the guarantee period, where any portion of the Work is found to be defective and requires replacement, repair or adjustment (whether as a result of the foregoing inspection or otherwise), the CONTRACTOR shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and Owner, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

The CONTRACTOR shall not be responsible for correction of work which has been damaged because of neglect or abuse."

Owner shall provide a copy of the contract to City upon execution, assign the contract to City and shall immediately advise City of any notice it receives under this provision, and send City a copy of the notice as provided in this Agreement.

4.5 Construction Plan Review and Approval. City has the right to review and approve all plans and specifications for the Onsite Facilities and to charge applicable City review and approval fees. Owner shall cause to be filed a copy of each set of approved plans and specifications and a copy of all inspection certificates for the Facilities with City for review and approval. Construction of the Onsite Facilities shall not begin until the plans and specifications have been reviewed and accepted by City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by Owner's contractor(s) and the City Engineer, and the applicable City fees have been paid. City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

4.6 City Inspections. City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to participate in a final inspection of, all Onsite Facilities, including any connections to onsite structures and to City's

System. In addition, Owner or its Contractor shall notify City when the Onsite Facilities are ready for final inspection and connection to City's System. If City concurs that construction of the Onsite Facilities is substantially complete, then City will schedule a final inspection by City within twenty (20) days. After such final inspection, Owner shall timely correct any punch list items.

4.7 Review and Inspection Fees. Owner shall pay all of the City Engineer's fees for review of plans, and the construction phase(s) and final inspections.

4.8 Connection to the System. After the permanent connection to the System, Owner shall connect all wastewater flows up to 571 LUEs from the Land to the System in compliance with the City's Wastewater Ordinance.

4.9 Delivery of Drawings. Upon completion of the Onsite Facilities, the Developer shall provide to the City: (i) three sets of record drawings of the as-built plans, including complete and accurate locations of all Onsite Facilities (ii) autocad plans; (iii) GPS files noting location of the Onsite Facilities; (iv) a certification sealed by a registered professional engineer stating that the Onsite Facilities are fully completed in substantial compliance with the Plans and Specifications approved by the City and in accordance with the as-built plans; and (v) all items listed in the City's Wastewater Close-Out List (attached as **Exhibit G**).

ARTICLE V FEES AND CHARGES

5.1 Impact Fees. The payment for the Impact Fees for each LUE will be due upon such time as the permit required for construction of Units for that LUE is submitted to City in an amount required under the Impact Fee Ordinance and shall be \$7,580.00 per LUE. Connection of any structure on the Land to the Package Plant or the System is prohibited until Owner, or its assigns, pays the Impact Fees as required herein. This Agreement is an agreement providing for the time and method of payment of the Impact Fees. Owner is not entitled to any reimbursement of Impact Fees.

5.2 Beneficial Reuse Infrastructure. Rather than provide beneficial reuse infrastructure on the Land, Owner, or its assigns, shall pay \$1,675.00 per LUE for each lot within a final plat approved by City. Such payment is to be used by City in funding beneficial reuse infrastructure at another location. This payment shall be due within sixty (60) days after the recording of each final plat of the Project. City stipulates and confirms that the payment made by Owner pursuant to this paragraph constitutes complete compliance with Chapter 22, Article 22.06.007 of the City's Code of Ordinances.

ARTICLE VI EASEMENTS

6.1 Onsite Facility Easements. Owner shall dedicate to City all easements necessary for Onsite Facilities at no cost to City.

6.2 Offsite Facilities Easements. City shall acquire all easements necessary for Offsite Facilities at no cost to City, provided however that if City has existing easements that can be used for Offsite Facilities, City shall allow their use at no expense to Owner. If necessary, City will use its eminent domain power to acquire all easements necessary for Offsite Facilities. City shall maintain all acquired easements at City's sole cost. Owner will reimburse City for all reasonable costs of acquisition of easements; provided, however, if the reimbursement to City exceeds \$25,000.00, such excess shall be credited against the Project's wastewater impact fees.

6.3 Easements from Owner. Owner shall provide to City a non-exclusive easement or easements, if necessary, to access the Proposed Development's private roadways to access Onsite Facilities, Offsite Facilities, Wastewater Facilities and Package Plant. Prior to execution of any such easement, Owner agrees that City shall have a reasonable right of access to any roadway or designated trail on the Land for ingress or egress to Onsite Facilities, Offsite Facilities and Package Plant.

6.4 Provisions Related to Right of Way Identified on Exhibit E. Owner agrees to use its best efforts to obtain the easement and right of way identified at **Exhibit E** at its cost and convey it to the City. Within 30 days after Owner obtains the easement and right of way, Owner shall convey the easement shown at **Exhibit E** to the City. Such easement implicates a right-of-way that is both on and off the Land and shall include the full width of the right-of-way wastewater easement. Within thirty (30) days after receiving the easement shown at **Exhibit E**, City shall pay Owner \$30,000.00 as its contribution towards the acquisition of such easement.

6.5 Temporary Construction Staging Area. Within 30 days of the execution of this Agreement, Owner agrees to lease to the City the Temporary Construction Staging Area for construction of City wastewater facilities. The Parties will agree that no rent shall be payable by City during the term of the lease. The Parties will agree upon a timeframe for the duration of the lease.

ARTICLE VII TERM AND TERMINATION

7.1 Term. This Agreement remains in effect so long as City is providing wastewater service to the Development, unless otherwise expired or terminated under this Article VII or otherwise rendered null and void by the terms of this Agreement.

7.2 Termination for Breach.

- (a) If Owner breaches this Agreement, then City may send a notice of default to Owner. The notice must include a reasonable description of the breach. If Owner fails to cure the breach within 60 days of that notice (including payment of all past-due amounts), then City may send a second notice describing the breach and Owner's failure to cure. Owner's failure to cure the breach within 30 days after the second notice gives City the right to terminate this Agreement by sending a termination notice to Owner. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement, and Owner will not receive any refunds of amounts already paid to City

under this Agreement. Owner expressly agrees that its forfeiture of such amounts, to be retained by City upon termination under this § 7.2(a), is a reasonable amount of liquidated damages to City for such breach of this Agreement, in addition to actual damages, if any, should Owner improperly connect to or tamper with City's System during construction.

- (b) If City breaches this Agreement, Owner may send a notice of default to City. The notice must include a reasonable description of the breach. If City fails to cure the breach within 60 days of that notice, then Owner may send a second notice describing the breach and City's failure to cure. If City's breach is a failure to commence wastewater service to the Development as provided in **§2.1 or §2.2**, and if Owner is not in breach of this Agreement, then City's failure to cure the breach within 30 days after the second notice gives Owner the right to:
- (1) demand City's specific performance, subject to the other terms of this Agreement including Force Majeure; or
 - (2) terminate this Agreement by sending a termination notice to City and, upon such notice and termination, to receive a refund (without interest) of all Impact Fees and Delayed Connection Fees paid to City under this Agreement. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement except its refund obligation under this **§7.2(b)(2)**.

ARTICLE VIII MISCELLANEOUS

8.1 Governing Law, Jurisdiction and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of Hays County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

8.2 Notice. Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the

addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To City:

City of Dripping Springs, Texas
 Attn: City Secretary
 P. O. Box 384
 Dripping Springs, Texas 78620
 FAX: (512) 858-5646

City of Dripping Springs, Texas
 Attn: City Administrator
 P. O. Box 384
 Dripping Springs, Texas 78620
 FAX: (512) 858-5646

To Owner:

Dripping Springs Partners, LLC
 7401 Highway 71 W
 Austin, Texas 78735
 Attn: Matthew Scrivener
 Tel: 615 405-0225

With copy to:
 Baker & Robertson
 171 Benney Lane, Bldg II
 Dripping Springs, Texas 78620
 Attn: Rex G. Baker, III
 Tel: 512 894-0890

8.3 Assignment. Owner may assign this Agreement to another owner of the Land without the consent of City provided the assignee agrees to be bound by the obligations contained herein. This Agreement is binding on Owners' successors and assigns, including future owners of any land or structures within the Development.

8.4 Amendment. This Agreement may be amended only with the written consent of Owner and approval of the governing body of City.

8.5 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed

or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

8.7 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

8.8 Interpretation. The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term “include” or “including” means to include “without limitation.” Any provision of this Agreement that provides for the agreement or approval of City staff or City Council, such agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

8.9 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

8.10 Force Majeure. If any Party is delayed in meeting, or fails to meet, a deadline required by this Agreement (other than a deadline to pay money due and payable hereunder), and such delay or failure is due to causes beyond that Party's reasonable control, including, without limitation, failure of suppliers, contractors, subcontractors and carriers, then the dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that the Party experiencing the failure or delay gives the other Party reasonably prompt Notice specifically describing the cause relied upon.

8.11 Professional Fees. Owner agrees to place funds into City’s escrow account, as necessary from time to time, to pay City’s reasonably necessary engineering and legal fees incurred to prepare, negotiate, implement, interpret, or amend this Agreement. City is entitled to reimbursement of such fees plus a 20% administrative charge.

8.12 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

- Exhibit A Survey of the Land
- Exhibit B Legal Description of the Land
- Exhibit C Map of Connection Point

- Exhibit D Form of Easement
- Exhibit E Right of Way to be Provided to City (through Easement)
- Exhibit F Temporary Construction Staging Area
- Exhibit G City Wastewater Close-Out List

8.13 Effective Date. Effective Date. The Effective Date of this Agreement is _____, 2022.

[signatures on following pages]

CITY OF DRIPPING SPRINGS, TEXAS

Attest:

City Secretary

By: _____
Bill Foulds, Mayor

Date: _____

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on _____, 2022 by Bill Foulds, Mayor of the City of Dripping Springs, Texas general laws municipality, on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires: _____.

OWNER

Dripping Springs Partners, LLC
a Texas limited liability company

By: _____
Name: Matthew Scrivener
Title: Manager

STATE OF TEXAS
COUNTY OF _____

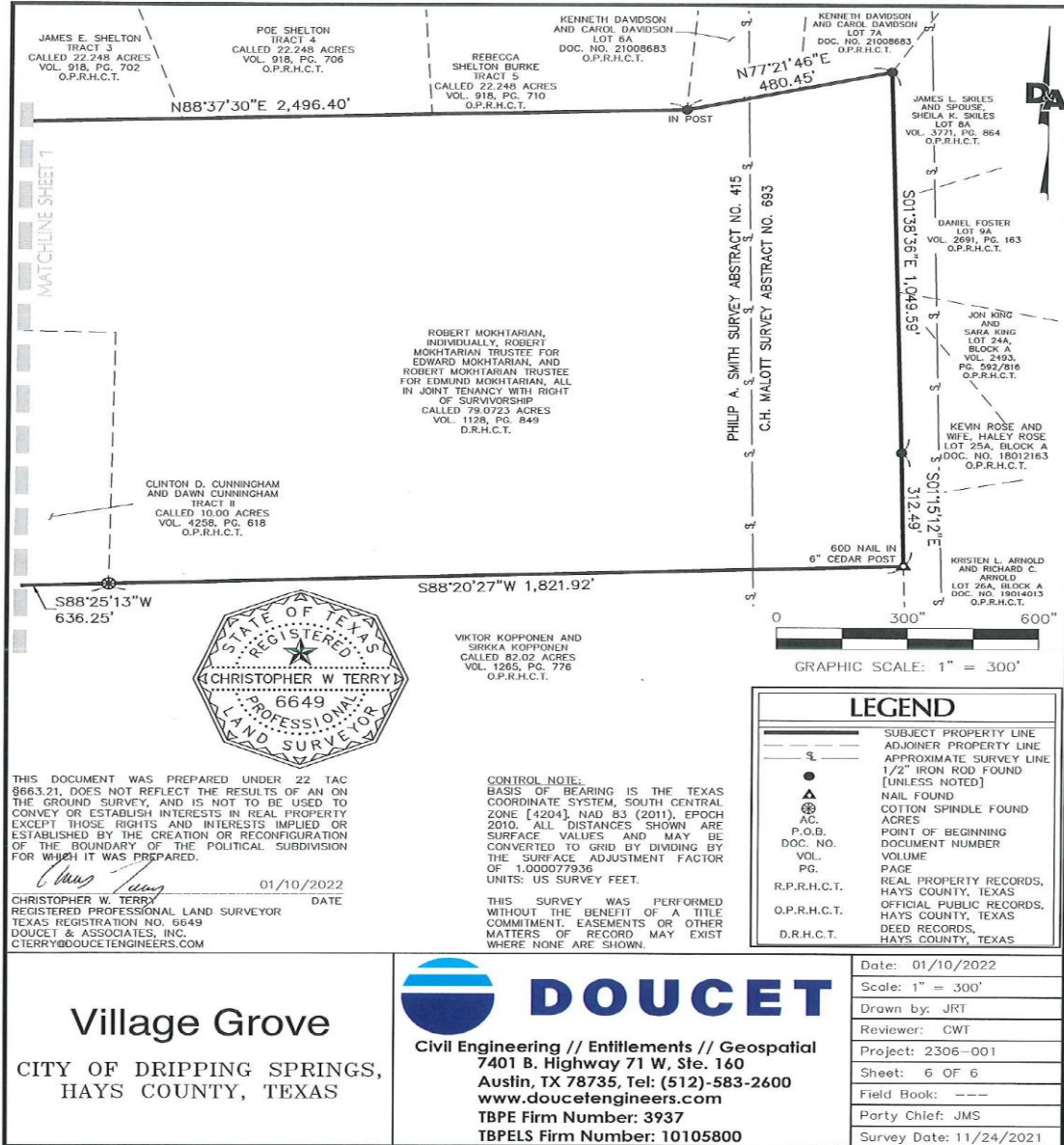
This instrument was executed before me on _____, 2022 by Matthew Scrivener, Manager of Dripping Springs Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

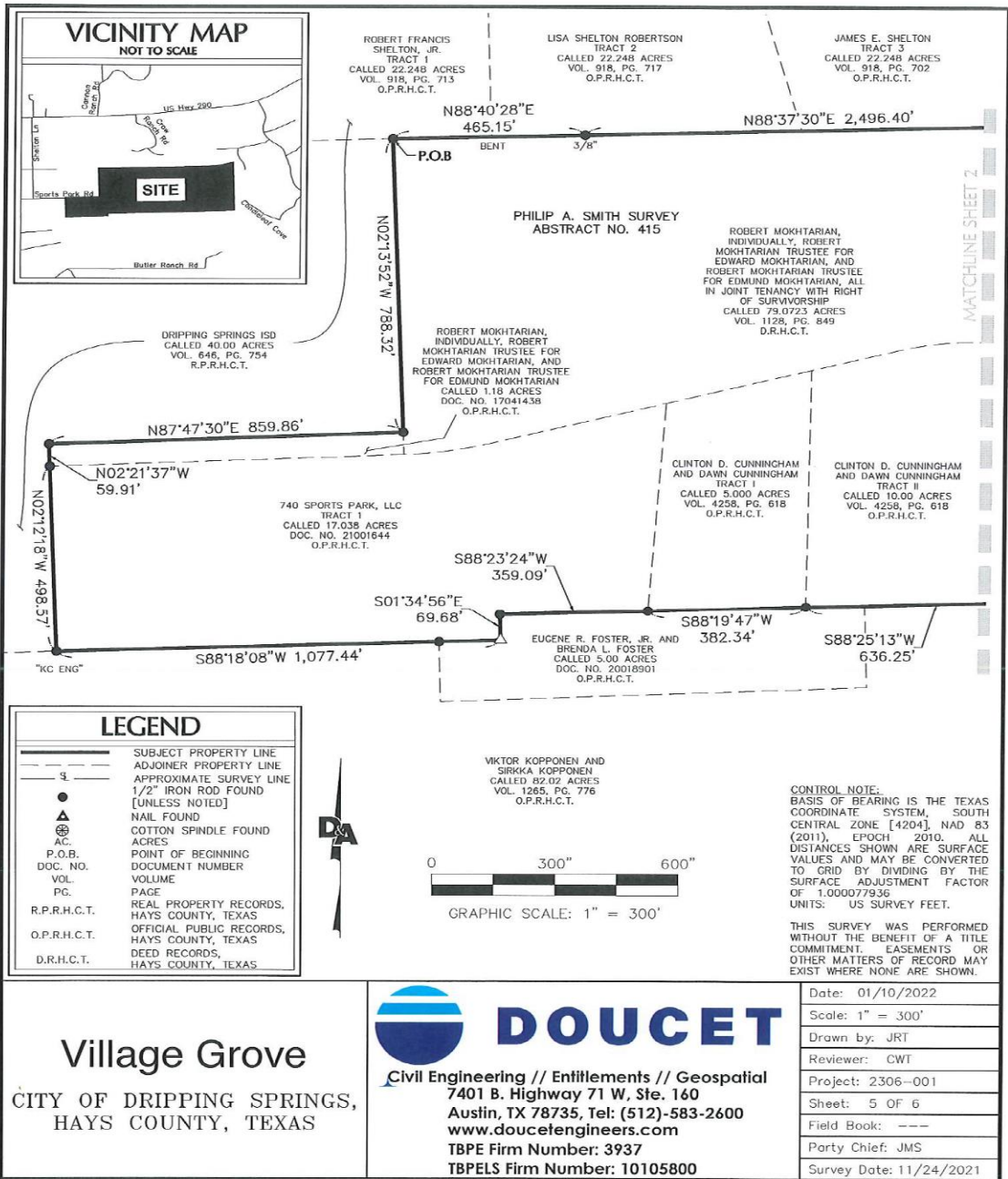
My Commission Expires: _____.

Exhibit A

Survey of the Land



X:\Departments\Geospatial\Projects\2306-001 Mokhtarian Tract\CAD\dwg\Active - Exhibits\2306-001 Mokhtarian Tract_MUD 112.4 ac_srf.dwg



x:\Departments\Geospatial\Projects\2306-001 Mokhtarian Tract\CAD\dwg\Active - Exhibits\2306-001 Mokhtarian Tract_MUD 112.4 ac_srf.dwg

Exhibit B Legal Description of the Land



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

Doucetengineers.com

112.4 Acre Tract
Hays County, Texas

D&A Job No. 2306-001
January 10, 2022

DESCRIPTION For a 112.4-Acre

BEING A 112.4-ACRE TRACT OUT OF THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693 AND THE PHILIP A. SMITH SURVEY, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 112.4-ACRE TRACT BEING COMPRISED OF FIVE (5) TRACTS OF LAND: 1) A CALLED 79.0723-ACRE TRACT, DESCRIBED AS TRACT 1, CONVEYED TO ROBERT MOKHTARIAN, INDIVIDUALLY, ROBERT MOKHTARIAN TRUSTEE FOR EDWARD MOKHTARIAN, AND ROBERT MOKHTARIAN TRUSTEE FOR EDMUND MOKHTARIAN, ALL IN JOINT TENANCY WITH RIGHT OF SURVIVORSHIP, RECORDED IN VOLUME 1128, PAGE 849 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], 2. A CALLED 1.18-ACRE TRACT, DESCRIBED AS TRACT 2, CONVEYED TO ROBERT MOKHTARIAN, INDIVIDUALLY, ROBERT MOKHTARIAN TRUSTEE FOR EDWARD MOKHTARIAN, AND ROBERT MOKHTARIAN TRUSTEE FOR EDMUND MOKHTARIAN, RECORDED IN INSTRUMENT NO. 17041438 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], 3. A CALLED 17.038-ACRE TRACT, DESCRIBED AS TRACT 1, CONVEYED TO 740 SPORTS PARK, LLC, RECORDED IN DOCUMENT NO. 21001644, O.P.R.H.C.T., 4. A CALLED 5.000-ACRE TRACT, DESCRIBED AS TRACT 1, CONVEYED TO CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM, RECORDED IN VOLUME 4258, PAGE 618, O.P.R.H.C.T. AND 5. A CALLED 10.00-ACRE TRACT, DESCRIBED AS TRACT II, CONVEYED TO CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM, RECORDED IN VOLUME 4258, PAGE 618, O.P.R.H.C.T., SAID 112.4-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the northwest corner of said 79.0723-acre tract, same point for the northeast corner of a called 40.00-acre tract conveyed to Dripping Springs ISD, recorded in Volume 646, Page 754 of the Real Property Records of Hays County, Texas [R.P.R.H.C.T.], same point being in the south line of a called 22.248-acre tract, described as "Tract 1", conveyed to Robert Francis Shelton, Jr., recorded in Volume 918, Page 713, O.P.R.H.C.T. and for the northwest corner of the tract described herein;

THENCE with the north line of said 79.0723-acre tract, the following three (3) courses:

- 1) N88°40'28"E, with the south line of said 22.248-acre tract, described as "Tract 1", and with the south line of a called 22.248-acre tract, described as "Tract 2", conveyed to Lisa Shelton Robertson, recorded in Volume 918, Page 717, O.P.R.H.C.T., for a distance of 465.15 feet to a 3/8-inch iron rod found for an angle corner in the tract described herein,

CONTINUED ON NEXT PAGE

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



- 2) N88°37'30"E, with the south line of said 22.248-acre tract, described as "Tract 2", with the south line of a called 22.248-acre tract, described as "Tract 3", conveyed to James E. Shelton, recorded in Volume 918, Page 702, O.P.R.H.C.T., with the south line of a called 22.248-acre tract, described as "Tract 4", conveyed to Poe Shelton, recorded in Volume 918, Page 706, O.P.R.H.C.T. and with the south line of a called 22.248-acre tract, described as "Tract 5", conveyed to Rebecca Shelton Burke, recorded in Volume 918, Page 710, O.P.R.H.C.T., for a distance of 2,496.40 feet to a 1/2-inch iron rod in a post found for the southeast corner of said 22.248-acre tract, described as "Tract 5", for the southwest corner of Lot 6A, The Preserve Phase One Subdivision, recorded in Volume 10, Page 153 of the Plat Records of Hays County, Texas [P.R.H.C.T.], being that same tract conveyed to Kenneth Davidson and Carol Davidson, recorded in Document No. 21008683, O.P.R.H.C.T., and
- 3) N77°21'46"E, with the south line of said Lot 6A and with the south line of Lot 7A, The Preserve Phase One Subdivision, being that same tract conveyed to Kenneth Davidson and Carol Davidson, recorded in Document No. 21008683, O.P.R.H.C.T., for a distance of 480.45 feet to a 1/2-inch iron rod found for the northeast corner of said 79.0723-acre tract, for the southeast corner of said Lot 7A, for the northwest corner of Lot 8A, The Preserve Phase One Subdivision, being that same tract conveyed to James L. Skiles and Spouse, Sheila K. Skiles, recorded in Volume 3771, Page 864, O.P.R.H.C.T. and for the northeast corner of the tract described herein;

THENCE with the east line of said 79.0723-acre tract, the following two (2) courses:

- 1) S01°38'36"E, with the west line of said Lot 8A, with the west line of Lot 9A, The Preserve Phase One Subdivision, being that same tract conveyed to Daniel Foster, recorded in Volume 2691, Page 163, O.P.R.H.C.T. and with the west line of Lot 25A, Block A, The Preserve Phase Two Subdivision, recorded in Volume 10, Page 321, P.R.H.C.T., being that same tract conveyed to Kevin Rose and wife, Haley Rose, recorded in Document No. 18012163, O.P.R.H.C.T., for a distance of 1,049.59 feet to a 1/2-inch iron rod found for an angle point of the tract described herein, and
- 2) S01°15'12"E, with the west line of said Lot 25A and with the west line of Lot 26A, Block A, The Preserve Phase One Subdivision, being that same tract conveyed to Kristen L. Arnold and Richard C. Arnold, recorded in Document No. 19014013, O.P.R.H.C.T., for a distance of 312.49 feet to a nail found for the southeast corner of said 79.0723-acre tract, for the northeast corner of a called 82.02-acre tract, conveyed to Viktor Kopponen and Sirkka Kopponen, recorded in Volume 1265, Page 776, O.P.R.H.C.T. and for the southeast corner of the tract described herein;

THENCE S88°20'27"W, with the common line of said 79.0723-acre tract and said 82.02-acre tract, for a distance of 1,821.92 feet to a cotton spindle found for the southeast corner of a said 10.00-acre tract, for a southwest corner of said 79.0723-acre tract and for an angle point of the tract described herein;

CONTINUED ON NEXT PAGE



THENCE S88°25'13"W, with the south line of said 10.00-acre tract, partially along the north line of said 82.02-acre tract and partially along the north line of a called 5.00-acre tract, conveyed to Eugene R. Foster, Jr. and Brenda L. Foster, recorded in Document No. 20018901, O.P.R.H.C.T., for a distance of 636.25 feet to a 1/2-inch iron rod found for the southwest corner of said 10.00-acre tract (Tract II), the southeast corner of said 5.000-acre tract (Tract I) and for an angle point of the tract described herein;

THENCE S88°19'47"W, with the common line of said 5.00-acre tract and said 5.000-acre tract, for a distance of 382.34 feet to a 1/2-inch iron rod found for the southwest corner of said 5.000-acre tract (Tract I), the southeast corner of said 17.038-acre tract and for an angle point of the tract described herein;

THENCE with the common line of said 17.038-acre tract and said 82.02-acre tract, the following three (3) courses:

- 1) S88°23'24"W, for a distance of 359.09 feet to a 1/2-inch iron rod found for an interior ell corner of said 17.038-acre tract, for an angle corner of said 5.00-acre tract and for an angle point of the tract described herein,
- 2) S01°34'56"E, for a distance of 69.68 feet to a calculated point for an angle corner of said 17.038-acre tract, for an angle corner of said 5.00-acre tract and for an angle corner of the tract described herein, and
- 3) S88°18'08"W, partially along the north line of said 82.02-acre tract, for a distance of 1,077.44 feet to a 1/2-inch iron rod with cap stamped "KC ENG" found for the southwest corner of said 17.038-acre tract, for the southeast corner of said 40.00-acre tract and for the southwest corner of the tract described herein;

THENCE N02°12'18"W, with the common line of said 40.00-acre tract and said 17.038-acre tract, for a distance of 498.57 feet to a 1/2-inch iron rod found for the northwest corner of said 17.038-acre tract, for the southwest corner of said 1.18-acre tract and for an angle point of the tract described herein;

THENCE with the common line of said 1.18-acre tract and said 40.00-acre tract, the following two (2) courses:

- 1) N02°21'37"W, a distance of 59.91 feet to a 1/2-inch iron rod found for the northwest corner said 1.18-acre tract, a southeast corner of said 40.00-acre tract and the northwest corner of the tract described herein, and
- 2) N87°47'30"E, a distance of 859.86 feet to a 1/2-inch iron rod found for the northeast corner of said 1.18-acre tract, a southeast corner of said 40.00-acre tract, in the west line of said 79.0723-acre tract and for an angle point of the tract described herein;

THENCE N02°13'52"W, with the common line of said 40.00-acre tract and 79.0723-acre tract, for a distance of 788.32 feet to the **POINT OF BEGINNING** of the tract described herein and containing 112.4-acres.

CONTINUED ON NEXT PAGE



Notes:

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by dividing by the surface adjustment factor of 1.000077936.

Units: U.S. Survey Feet.

I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this document was prepared under 22 tac §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

01/10/2022

Date

Christopher W. Terry
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates
Cterry@DoucetEngineers.com
TBPELS Firm Registration No. 10105800



Exhibit D

FORM OF EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SANITARY SEWER EASEMENT
(CORPORATE)

Date:

Grantor: _____, a Texas _____

Grantor's Address:

Grantee: **CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality situated in Hays County, Texas

Grantee's Address: P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property: An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately _____ acres, more or less, being __ feet in width and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

Permitted Encumbrances: None

GRANT OF EASEMENT:

_____, a Texas _____ ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and

its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

CHARACTER OF EASEMENT:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used by Grantee for public sanitary sewer purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public sanitary sewer pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

DURATION OF EASEMENT:

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's successors and assigns, to warrant and forever defend the Easement on the Easement Tract unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming.

GRANTOR USE:

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter, and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

In witness whereof, this instrument is executed this ___ day of _____, 20__.

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

§

CORPORATE ACKNOWLEDGMENT

§

COUNTY OF HAYS

§

This instrument was acknowledged before me, the undersigned authority, this ___ day of _____, 20__, by _____, a Texas _____, on behalf of said _____.

Notary Public In and For
The State of Texas

My Commission expires: _____

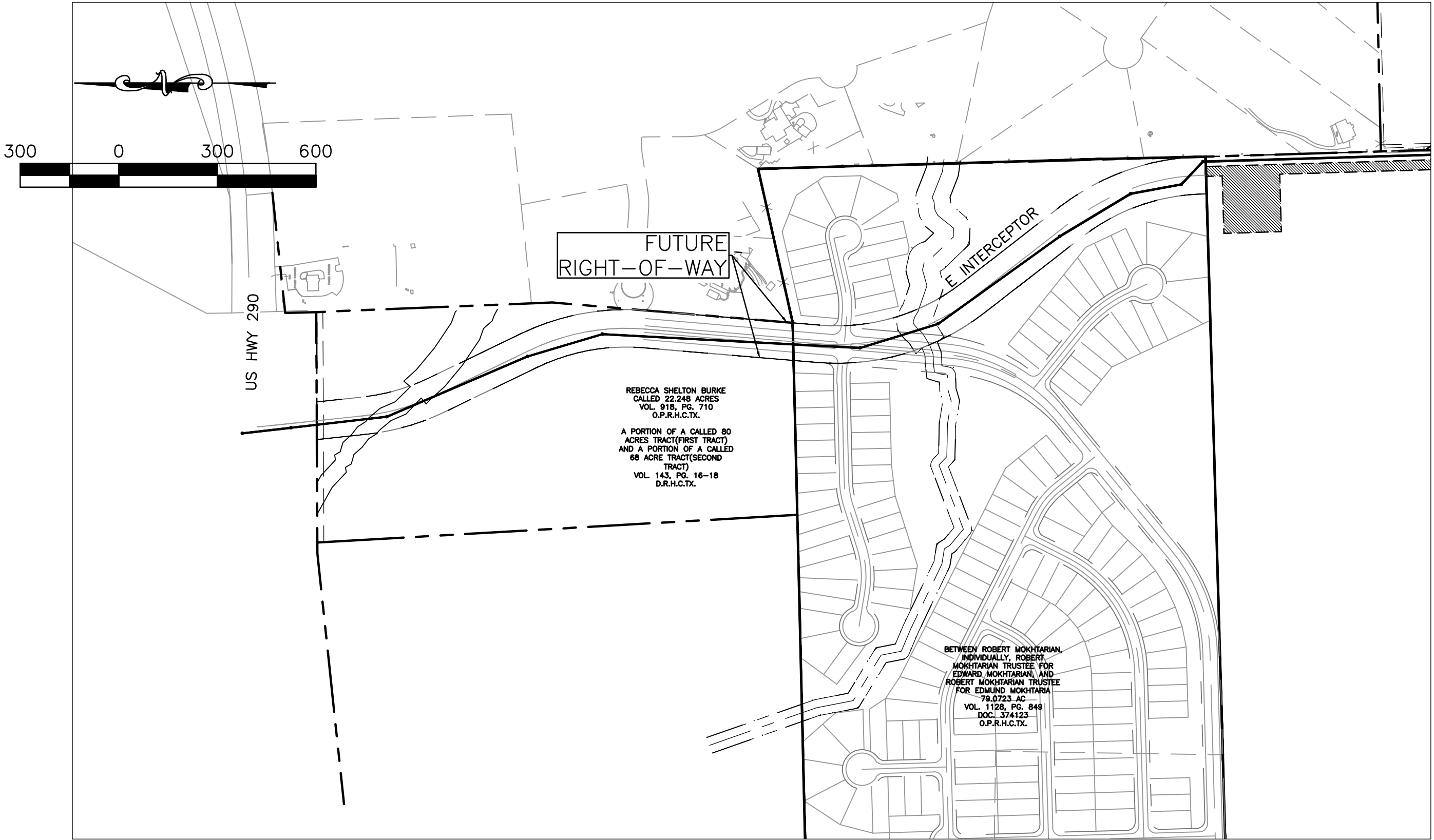
AFTER RECORDING RETURN TO:

City Secretary
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

FORM OF EASEMENT

EXHIBIT "A"

EASEMENT TRACT



FUTURE
RIGHT-OF-WAY

E. INTERCEPTOR

US HWY 290

REBECCA SHELTON BURKE
CALLED 22.248 ACRES
VOL. 918, PG. 710
O.P.R.H.C.TX.

A PORTION OF A CALLED 80
ACRES TRACT(FIRST TRACT)
AND A PORTION OF A CALLED
68 ACRE TRACT(SECOND
TRACT)
VOL. 143, PG. 16-18
D.R.H.C.TX.

BETWEEN ROBERT MOKHTARIAN,
INDIVIDUALLY, ROBERT
MOKHTARIAN TRUSTEE FOR
EDWARD MOKHTARIAN, AND
ROBERT MOKHTARIAN TRUSTEE
FOR EDLUND MOKHTARIA
79.0723 AC
VOL. 1128, PG. 849
DOC. 374123
O.P.R.H.C.TX.

EXHIBIT E

BURGESS & NIPLÉ, INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
512) 432-1000 Fax: (512) 432-1015

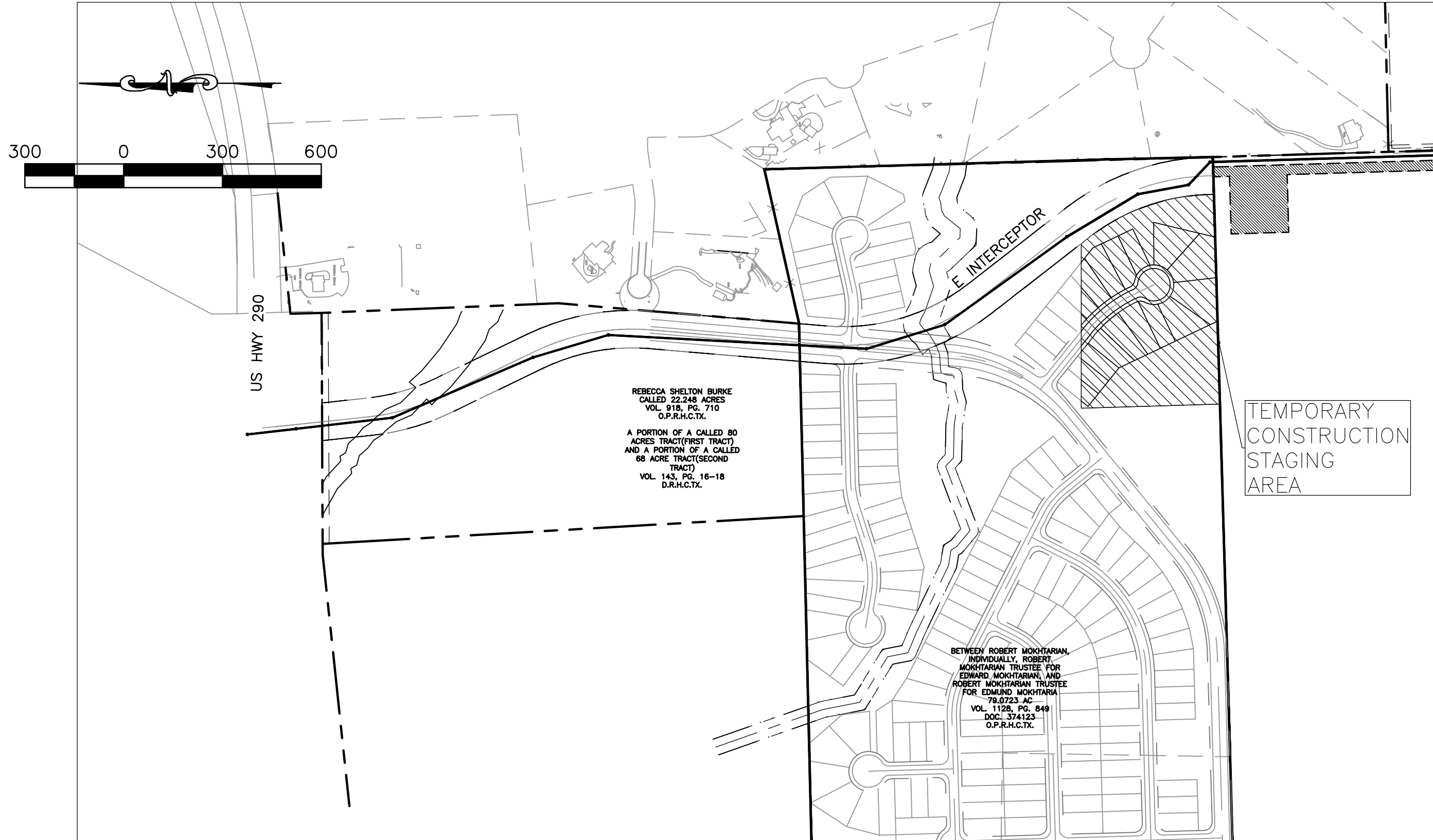


EXHIBIT F

BURGESS & NIPLÉ, INC.
 235 LEDGE STONE DRIVE
 AUSTIN, TEXAS 78737
 (512) 432-1000 Fax: (512) 432-1015

PROJECT CLOSEOUT CHECKLIST

The following is a list of items needed for the City and DSWSC records and to be completed as a condition of final acceptance:

- TCEQ Water and Wastewater Approval Letters.
- Provide executed warranty bonds.
- Provide final completion letter to the City and DSWSC when all Items are complete with maintenance bonds as appropriate.
- Provide proof to the City and DSWSC that notification was made to TCEQ Water Supply Division, Wastewater Permits, and Regional office that construction is substantially complete in accordance with the approved project, the rules of the TCEQ, and any change orders filed with the TCEQ.
- Provide approved operation and maintenance manuals (2 Hard copies and PDF).
- Verify that all fees are up to date.
- Provide as-built CAD files (3D design files) and PDFs. Do this after as-builts are approved.
- Provide PDF of recorded plat.
- Conveyance of facilities for the wastewater/water lines located in recorded easements.
- Provide legal descriptions (listing of lot block and recording information) for open space lots and easements to be deeded to the City and/DSWSC.

CMA Engineering, Inc.



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Michelle Fischer

Council Meeting Date: June 17, 2022

Agenda Item Wording: Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Herron Design Studio for City Hall offices remodel design and construction documents.

Agenda Item Requestor: Mayor Bill Foulds, Jr.

Summary/Background: UPDATE: City Council approved this agreement with a maximum additional amount of \$5,000 for the required insurance. Kevin Herron has not been able to get a quote for the required insurance for \$5,000 or less. He is waiting on an additional quote from another insurance provider. Mr. Herron said that if the city is not willing to pay more than \$5,000 for the insurance, he understands and will give the drawings he did for the city in 2016 to whomever the city hired to do the remodel plans.

In 2016, Herron Design Studios prepared remodel plans for the current city hall that included additional office space within the existing building. The city decided to not move forward on most of the remodel plan and installed cubicles instead of constructing office space. City Staff has grown considerably since then and is in need of additional office space. This space will be needed before a new city hall can be built. Staff recommends that Herron Design Studios be engaged by the city to prepare a remodel plan that will provide more office space than the 2016 version, as well as enlarge the kitchen/break room area, provide a file storage area, and enlarge an existing conference room or design a new one that could accommodate large meetings, including accommodating small commission/committee/board meetings. Large public meetings, such as City Council and Planning & Zoning Commission meetings, could be held at Dripping Springs Ranch Park. Plans can be completed in time to obtain a cost estimate for FY 2023 budgeting purposes. The cost of the plans is proposed to come from the contingency line item initially, then when the budget is amended in the near future, a budget line item can be made for this special project.

Commission Recommendations: N/A

**Recommended
Council Actions:**

Recommend approval of the Professional Service Agreement

Attachments:

Professional Services Agreement with Proposal

Next Steps/Schedule:

If approved, execute agreement and have Herron Design Studio commence work.

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, 21st day of June 2022, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "City") and **Herron Design Studio**, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. Description of Services. The City and Contractor agree to the following:

- (a) Contractor shall deliver reports to City Hall via mail, in person, facsimile, or other electronic means as appropriate.
- (b) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (c) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
- (d) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
- (e) Performs other related duties as needed.

2. Scope of Work. Contractor will provide City Hall Office Remodel Design & Construction Documents work as described in the General Proposal for Architectural Services in Attachment "A". Additional Services may be agreed to in writing by both parties and billed at a negotiated rate.

3. Schedule. Work shall commence on upon execution of this document or as soon as the information becomes available for commencement of the work. The work shall be done in phases as described in Attachment "A" but shall be completed within thirty (30) days of execution of this Agreement.

4. Payment for Services. The City will compensate Contractor in accordance with the fee structure contained in the General Proposal for Architectural Services in Attachment "A". The cost including fees and expenses shall not exceed nine thousand dollars (\$9,000) based on an estimate of 90 hours. Contractor shall invoice City accordingly. Any charge that is in excess of the costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City.

5. Relationship of Parties. It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit,

for the benefit of **Contractor**. The City may contract with other individuals or firms for legal services.

- 6. **Limitations.** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 7. **Termination.** Either party may terminate this Agreement at any time with written notice to the other party.
- 8. **Injuries/ Insurance.** Contractor acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Attachment "B".
- 9. **Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents.
- 10. **Assignment.** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City accept as provided for, and with the protections, described in Attachment "A".
- 11. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:
 City of Dripping Springs
 Attn: City Administrator
 P.O. Box 384
 Dripping Springs, TX 78620
 (512) 858-4725

For the Contractor:
 Herron Design Studio
 Attn: Kevin Herron
 101 Hays St., Suite 409
 Dripping Springs, TX 78620
 (512) 858-4725

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 12. **Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the **Conflict of Interest Questionnaire** form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor must also fill out **Form 1295**, as required by the Texas Ethics Commission, and submit a copy to the City. The form application may be found here: <https://www.ethics.state.tx.us/filinginfo/1295/>

13. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Waiver of Contractual Right. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

15. Entire Agreement. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

THE CITY:
City of Dripping Springs

THE CONTRACTOR:
Herron Design Studio

Michelle Fischer, City Administrator

Kevin Herron

Date

Date

Attachment "A"

Herron Design Studio

architecture

101 Hays St., Suite 409

Dripping Springs, Texas 78620

512.858.9889 phone/fax

GENERAL PROPOSAL FOR ARCHITECTURAL SERVICES

To: Michelle Fischer & Ginger Faught - City Administrators - Dripping Springs, Texas
Date: 18 May 2022

PROJECT: City Hall Offices Remodel Design & Construction Documents - Dripping Springs, TX.

PROJECT SUMMARY:

Herron Design Studio will provide architectural services as described below for the design and production of construction documents for the remodel of the city of Dripping Springs City Hall.

SCOPE OF SERVICES:

- A. Field Verification and Existing Conditions Drawings: Measure existing remodel changes that might vary from previous design and correct on existing drawings for existing conditions. 4 hours estimated.
B. Prelim Floor Plan Design: Create new remodel floor plan based on client program and needs assessment document provided by client. Subsequent versions of remodel floor plan based on client reviews and discussions until final design layout is accepted by client. 12 hours estimated.
C. Construction Documentation: Production of Construction Document drawings necessary for bidding, plan review and construction. 32 hours estimated. Final drawings to include: 1. Demolition Plan, 2. Remodel Floor Plan, 3. Interior Elevations, 4. Remodel Electrical Plan
D. Final Revisions: Revisions and corrections to Construction Documents as needed from plan reviews and bidding information. 12 hours estimated.

FEES AND ADDITIONAL SERVICES:

- 1. The hourly fee for providing the above scope of services defined above is to be \$150 per hour with a 'Not-to-exceed' amount of \$9000 based on estimate of 60 hours.
2. The client will be billed for the above scope of services as each phase of the work as described above is completed.
3. Payments are due upon presentation of invoices.
4. Drawings and/or electronic files will not be released to client or any other party prior to payment in full of current invoice.
5. Additional services not listed in the 'Scope of Services', but requested by the client, will be billed on an hourly basis at the rate of \$150 per hour. Additional Services will always be clearly indicated to the client and discussed before they are performed and Invoiced.
6. All printing prior to the printing for bidding is included in the architectural fee.
7. Copies of the drawings needed for bidding and construction can be printed for the cost of \$7 per sheet.

CLIENT RECIEVABLES:

Upon receipt of payment in full, the client shall receive electronic PDF and/or DWG files, if desired.

AUTHORIZATION TO PROCEED:

By: _____
Printed name Authorized Signature Date

Attachment “B”

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:

Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- Name the City of Dripping Springs as additional named insured as to all applicable coverage.
- Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
- Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm’s submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.
- Type of Contract and Amount of Insurance:
 - Statutory Workers Compensation insurance as required by state law (if business has employees).
 - Commercial General Liability with minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
 - Professional Liability Insurance with a minimum of \$1 million dollars per occurrence and \$1 million dollars aggregate.
 - Automobile Liability with a minimum of \$500,000 Dollars combined single limit.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2022-___

AN ORDINANCE AMENDING SECTION 1.02.041: REGULAR MEETINGS; ESTABLISHING ADDITIONAL MEETINGS AND MEETINGS TIMES FOR CITY COUNCIL; PROVIDING FOR CANCELLATION OF MEETINGS; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, Chapter 551 of the Local Government Code (Open Government; Ethics; Open Meetings) provides that a municipality must make a good faith effort, whether on its website or by physical postings, to provide notice of a meeting time to the general public at least 72 hours before the meeting; and

WHEREAS, the City of Dripping Springs desires to add additional dates and times for regular meetings in order to meet demand based on the adopted temporary development moratorium and budgeting needs; and

WHEREAS, the City of Dripping Springs desires to add a process for cancellation of meetings as needed.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Dripping Springs, Texas:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. AMENDMENT

Section 1.02.041 Regular Meetings of City Council, Code of Ordinances, City of Dripping Springs, Texas, is hereby amended to read in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Language that is struck through is repealed; language that is underlined is added.

3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance, are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record the attached rules, regulations, and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 21st day of June 2022, by a vote of __ (ayes) to __ (nays) to __ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

*Attachment "A"***CODE OF ORDINANCES****CHAPTER 1 GENERAL PROVISIONS****ARTICLE 1.02 CITY COUNCIL**

Sec. 1.02.041. Regular meetings.

- (a) Generally. Regular meetings shall be conducted each Tuesday of each month at city hall.
- (b) Timing. On the first and third Tuesday regular meetings will commence at 6:00 p.m. at which time the city council will conduct roll call and give the Pledge of Allegiance. On all other Tuesdays, each meeting will begin at ~~5:00 p.m.~~ 5:30 p.m.
- (c) Rescheduling. When deemed necessary, prudent and in the public interest, the city council may occasionally opt to move a regular meeting date to a different time, date or place in order to facilitate unusual occurrences, such as holidays or inclement weather conditions. The mayor or a majority of the city council may call for the taking of items out of the order listed on the agenda.
- (d) Agenda. An agenda shall be posted by the city secretary not less than 72 hours in advance of such meetings.
- (e) Cancellation. When no item is set for a specific agenda, the meeting may be cancelled at the direction of the mayor or mayor pro tem if the mayor is unavailable. For all other meetings, when deemed necessary, prudent, and in the public interest, the city council may cancel a meeting.



City of Dripping Springs
FY 2023 Tax Rate & Budget Adoption
Important Dates & Deadlines

Approved by Council: February 1, 2022

The attached Budget Calendar outlines the statutory dates and planning activities for City Staff, Boards, Commissions, Committees and City Council as they relate to the Budget Process for Fiscal Year 2023. Calendar

activities in RED note deadlines for staff & City Council, and Public Notifications. The Finance Director will coordinate with City Administration, the City Attorney and City Secretary regarding all notices, ordinances and resolutions as adopted, to include filing the proper documents with County and State Entities. The City Council will hold four meetings regarding the Tax Rate and Budget Adoption:

- June 21, 2022: Budget Workshop
- July 19~~05~~, 2022: Budget Workshop and Set Proposed Tax Rate
- August 02, 2022: Budget Workshop, Public Hearings on Tax Rate and Budget, and Possible Adoption of the Budget*
- August 16, 2022: Adoption of Approved Budget and Tax Rate, and Ratification of Tax Rate**

**The Council may choose to either adopt the budget or postpone adoption to the following meeting on August 16, 2022.*

***If the total property tax revenue is raised, the Council will need to Ratify the Tax Rate with a resolution.*

All other calendar dates are related to the budget planning process for city staff to include recommendations from boards, commissions, and committees. Budget process activities are listed below each calendar for reference. The following boards, commissions and committees will submit budget recommendations:

- DSRP Board of Directors
- Economic Development Committee
- Emergency Management Commission
- Farmers Market Committee
- Founders Day Commission
- Historic Preservation Commission
- Parks & Recreation Commission
- TIRZ No. 1 & No. 2 Board
- Transportation Committee

The Finance Director will provide staff with the proper forms and budget planning materials related to individual requests and department requests. Staff will work with their supervisor and the Finance Director to draft and submit their requests, and Staff Liaisons to Boards, Commissions and Committees will hold meetings to discuss and provide recommendations for requests. The City Secretary will make sure that each meeting following approval of the Budget Calendar has a budget review/recommendation added to the abovementioned board and commission agendas. The City Secretary does not draft committee agendas but is available to staff for assistance. Please make sure you attach, or forward for attachment documents for agenda discussion items.



City of Dripping Springs
FY 2023 Tax Rate & Budget Adoption
Important Dates & Deadlines

February 1, 2022	City Council Approval of Budget Calendar and Presentation on Legislative Changes to the Budget Process
April 15, 2022	City Staff Department Budget Requests Due (includes individual staff member requests submitted to supervisors and IT related requests)
May 6, 2022	Board, Commission and Committee Budget Recommendations Due; City Staff Employee Pay Recommendations Due from Department Heads
June 21, 2022	City Council Budget Workshop
June 24 July 1, 2022	Finance Director files Proposed Budget with City Secretary
July 5, 2022	City Council Budget Workshop, Set Proposed Tax Rate, and Discussion
July 19, 2022	City Council Budget Workshop
July 21 14, 2022	Publication of Notice of Proposed Tax Rate, and Tax Rate and Budget Public Hearings (Submit for publication July 15, 2022) Begin Continuous Notice of Proposed Tax Rate on City Website with Public Hearing Dates for Budget and Tax Rate Hearing, and Notice of Tax Rate
August 2, 2022	City Council Budget Workshop – Public Hearings on Tax Rate and Budget (<i>Must take action to either adopt or postpone adoption of the Budget to the August 16, 2022 City Council meeting</i>)
August 16, 2022	City Council Meeting – Adoption of Budget, Ratification of the Tax Rate (if total property tax revenue is raised) and Adoption of the Tax Rate
August 17, 2022	Publication of Tax Rate and Budget on City Website, File Tax Rate and Budget with County and State Entities
August 25, 2022	Publication of Notice of Approved Tax Rate and Budget (Submit for publication on August 19, 2022)

February 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
	CC Meeting- Budget Presentation & Budget Calendar Approval	DSRP Board Budget Discussion	Historic Preservation Commission Budget Discussion	**Staff obtain proper budget request forms from Finance Director
7	8	9	10	11
Parks & Recreation Commission Budget Discussion				
14	15	16	17	18
TIRZ Board Budget Discussion Founders Day Commission Budget Discussion			Farmers Market Committee Review Emergency Management Commission Budget Review	
21	22	23	24	25
		Economic Development Committee Budget Review		Departmental IT budget requests due to City Administrator
28				
Transportation Committee Budget Review				

Budget Activities

- Finance Director provides necessary budget information and request forms to develop individual and department budget requests.
- Staff begins meeting with boards, commissions, committees, and council members to discuss budget recommendations and form budget planning committees, if that is usual practice.
- Staff department heads review IT related software and equipment requests with City Administrator & Finance Director and determine any additional costs related to infrastructure. Requests due to City Administrator & Finance Director by February 25th.

***Dates may vary according to progress*

March 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
		DSRP Board Budget Review	Historic Preservation Commission Budget Review	
7	8	9	10	11
<i>Staff review draft budget requests with supervisors and Finance Director</i>				
Parks & Recreation Commission Budget Review				
14	15	16	17	18
<i>Staff review draft budget requests with supervisors and Finance Director</i>				
TIRZ Board Budget Review Founders Day Commission Budget Review			Farmers Market Committee Budget Review	
21	22	23	24	25
		Economic Development Committee Budget Review	Emergency Management Commission Budget Review	
28	29	30	31	
Transportation Committee Budget Review				

Budget Activities

- Staff continues meeting with boards, commissions, committees, and council members to discuss budget recommendations and form budget planning committees, if that is usual practice.
- Staff reviews draft budget requests with supervisors and Finance Director.

April 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1
4	5	6	7	8
Parks & Recreation Commission Budget Recommendation Final Approval		DSRP Board Budget Recommendation Final Approval	Historic Preservation Commission Budget Recommendation Final Approval	
11	12	13	14	15
TIRZ Board Budget Recommendation Final Approval Founders Day Commission Budget Recommendation Final Approval				City Staff Department Budget Requests Due (Includes individual staff requests)
18	19	20	21	22
			Farmers Market Committee Budget Recommendation Final Approval Emergency Management Commission Budget Recommendation Final Approval	
25	26	27	28	29
Transportation Committee Budget Recommendation Final Approval		Economic Development Committee Budget Recommendation Final Approval		

Budget Activities

- City Staff continues meeting with boards, commissions, committees, and council members to review and approve budget requests and recommendations.
- City Staff continues developing individual and department budget requests and updates them with feedback provided by City Administrators and Finance Director. Due by April 15th.
- City Administrator & Finance Director work with vendors and staff on options and costs for IT related expenses.

May 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2	3	4	5	6
				Board, Commission, Committee, and Council Member Budget Recommendations Due
9	10	11	12	13
← City Administration Budget Development →				
16	17	18	19	20
← City Administration Budget Development →				
23	24	25	26	27
← City Administration Budget Development →				
30	31			
← City Administration Budget Development →				

Budget Activities

- All board, commission, committee, and council member recommendations due to Finance Director by May 6th.
- City Administrators and Finance Director draft proposed budget and review with staff and council members as necessary.

June 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		1	2	3
		← Budget Review w/Mayor →		HOT Grant Program Recommendation Due
6	7	8	9	10
← Budget Review w/Mayor →				
13	14	15	16	17
20	21	22	23	24
	CC Meeting: - Budget Workshop			File Proposed Budget with City Secretary and Post on Website
27	28	29	30	

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Budget Activities

- City Administrators & Finance Director meet with Mayor to finalize budget for submission to Council.
- City Council holds 1st budget workshop to review and discuss proposed budget on June 21st.
 - Review of Budget Process - Presentation of Draft Budget to be Filed – Review of Assumptions
- ~~Finance Director files proposed budget with City Secretary.~~
- ~~City Secretary posts proposed budget on city website and copy given to Receptionist for public review.~~

July 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1
				File Proposed Budget with City Secretary and Post on Website
4	5	6	7	8
	CC Meeting: - Budget Workshop - Set Proposed Tax Rate			
11	12	13	14	15
			* Publication of Proposed Tax Rate & Budget Public Hearings * Begin Continuous Notice on City website	
18	19	20	21	22
	CC Meeting: - Budget Workshop - Set Proposed Tax Rate		* Publication of Proposed Tax Rate & Budget Public Hearings * Begin Continuous Notice on City website	
25	26	27	28	29

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Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- Finance Director files proposed budget with City Secretary.
- City Secretary posts proposed budget on city website and copy given to Receptionist for public review.
- City Council holds 2nd Budget Workshop on July 5th.
 - Review of General, Agriculture, Landscaping, Sidewalk, & PEG Funds
- City Council approves Proposed Tax Rate on July 13th & 15th.
- City Secretary submits notice to Century News and Hays Free Press regarding Public Hearing dates for proposed Tax Rate and Budget on July 15th for publication on July 21st.
- City Council holds 3rd Budget Workshop on July 19th.
 - Review of Wastewater, Utilities, Impact Fees, & TWDB Project
- City Secretary begins continuous notification of public hearings on City website on July 21st.

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August 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	5
	CC Meeting: - Budget Workshop - Public Hearings on Tax Rate & Budget - Adopt or Postpone Budget			
8	9	10	11	12
15	16	17	18	19
	CC Meeting: - Budget Adoption - Possible Ratification of Tax Rate - Adoption of Tax Rate	• Publication of Tax Rate & Budget on City website • File Tax Rate & Budget with County and State Entities		
22	23	24	25	26
			Publication of Notice of Approved Tax Rate & Budget	
29	30	31		

Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 4th Budget Workshop on August 2nd.
 - Review of Parks (General Fund), DSRP, Parkland Dedication, Parkland Development, & HOT
- City Council holds Public Hearings for proposed Tax Rate and Budget on August 2nd.
- City Council adopts Budget and Tax Rate on August 16th.
- Finance Director prepares Approved Budget for Fiscal Year 2023 with prescribed cover page.
- City Secretary submits notice to Century News and Hays Free Press regarding Approved Tax Rate and Budget on August 19th for publication on August 25th.
- City Secretary files Approved Tax Rate and Budget with Hays County and State Entities.



STAFF REPORT
City of Dripping Springs
 PO Box 384
 511 Mercer Street
 Dripping Springs, TX 78620

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: June 21, 2022

Agenda Item Wording: **Discuss and consider the appointment of the Founders Day Commission Chair to serve a term of one year and the reappointment of members to the Founders Day Commission for terms ending June 30, 2024: at-large members Brenda Medcalf and Clinton Holtzendorf; St. Martin de Porres Catholic Church representative Michael Monaghan; Cook-Off Club representatives Brian Varnell and Jeff Shindler; and Lions Club representatives Sharon Goss and Brad Thomas.**

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: The Founders Day Commission is a fourteen-member advisory commission tasked with managing the City of Dripping Springs' Annual Founders Day celebration. The Commission is responsible for planning, promoting, arranging, and organizing Founders Day. The Commission makes recommendations to city council regarding the improvement and safe operation of the Founders Day celebration.

Commission Members are appointed by City Council with five members serving at-large, and nine members serving as representatives of St. Martin de Porres Catholic Church (3), Dripping Springs Cook-Off Club (3) and Dripping Springs Lions Club (3), organizations that are involved with the planning of the Founders Day Festival. One member from the commission shall be appointed by the City Council as the Chair to serve a term of one year.

Per ordinance, the Founders Day Commission provides the City Council with their recommendation for appointments for at-large members, and each organization provides a letter of recommendation for their respective appointees.

At the June 13, 2022, regular Founders Day Commission meeting, the commission voted to unanimously recommend the reappointment of at-large members Brenda Medcalf and Clinton Holtzendorf. As of this meeting each organization has submitted letters of recommendation which are attached.

Commission Recommendations: The Founders Day Commission unanimously recommended the reappointment of at-large members Brenda Medcalf and Clinton Holtzendorf.

Recommended Council Actions: Staff recommends the reappointment of all members.

Attachments:

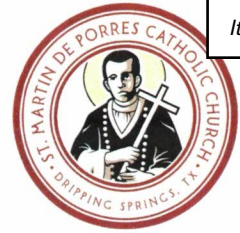
1. St. Martin de Porres Catholic Church letter of recommendation
2. Cook-Off Club letter of recommendation
3. Lions Club letter of recommendation

Next Steps/Schedule:

1. Inform members of reappointment
2. Update roster and webpage

PO Box 1062 - 230 Post Oak Drive - Dripping Springs, TX 78620

www.stmartindp.org - 512-858-5667



Item 15.

April 29, 2022

Andrea Cunningham
City Secretary
511 Mercer Street
PO Box 384
Dripping Springs, TX 78620

Dear Ms. Cunningham,

This letter is to request the continued appointment of Mr. Michael Monaghan to the City of Dripping Springs Founder's Day Commission as our representative.

Sincerely,

Rev. Justin Nguyen
Pastor

From: [Dripping Springs Cook-Off Club](#)
To: [Brian Varnell](#); [Jeff Shindler](#); [Andrea Cunningham](#)
Cc: [Brenda Medcalf](#)
Subject: Re: FDC Seat Expirations
Date: Thursday, May 26, 2022 10:02:34 AM
Attachments: [image001.png](#)

Andrea and Founders Commission,
 The Cookclub is very happy to have Jeff and Brian continue to represent our group for another 2 years on the Founders Commission.
 We feel they have done an excellent job representing the club and the commission.

Please let me know if you need anything else from me.

Chris Bailey
 President
 Dripping Springs Cook-Off Club

On Thu, May 26, 2022 at 9:18 AM Brian Varnell wrote:
 Chris, please see below and you might want to include Jeff's info too.

Brian Varnell

On May 26, 2022, at 8:39 AM, Andrea Cunningham
 <acunningham@cityofdrippingsprings.com> wrote:

Great news! Can you have them send me a quick email to attach to my staff report?



Andrea Cunningham
 City Secretary &
 Municipal Court Clerk
acunningham@cityofdrippingsprings.com
 512.858.4725 City Hall
 511 Mercer Street • PO Box 384
 Dripping Springs, TX 78620
cityofdrippingsprings.com

From: Brian Varnell <>
Sent: Wednesday, May 25, 2022 7:24 PM
To: Andrea Cunningham <acunningham@cityofdrippingsprings.com>
Subject: Re: FDC Seat Expirations

I can extend my commission for another two years. The club approved me again.

Brian Varnell

On May 10, 2022, at 8:50 AM, Andrea Cunningham <acunningham@cityofdrippingsprings.com> wrote:

Thank you Brian!!



Andrea Cunningham
City Secretary &
Municipal Court Clerk
acunningham@cityofdrippingsprings.com
512.858.4725 City Hall
511 Mercer Street • PO Box 384
Dripping Springs, TX 78620
cityofdrippingsprings.com

From: Brian Varnell
Sent: Tuesday, May 10, 2022 8:49 AM
To: Andrea Cunningham
<acunningham@cityofdrippingsprings.com>
Cc: dscookers@gmail.com; Brenda Medcalf
Subject: Re: FDC Seat Expirations

Our cook off club meeting is May 25. The club will be voting on this nomination/recommendation.

Brian Varnell

On Apr 28, 2022, at 12:25 PM, Andrea Cunningham
<acunningham@cityofdrippingsprings.com> wrote:

Good Afternoon,

This is a friendly reminder that your seat on the Founders Day Commission will term on June 30, 2022. Please let me know if you would like to be considered for reappointment no later than May 27, 2022.

If you are appointed as a representative of an organization, please submit your recommendation letter with your response. If you need more time to secure the letter of recommendation let me know.

Thank you,

Andrea



Andrea Cunningham
City Secretary &
Municipal Court Clerk

acunningham@cityofdrippingsprings.com
512.858.4725 City Hall

511 Mercer Street • PO Box 384
Dripping Springs, TX 78620

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Received

MAY 03 2022

Item 15.

City of Dripping Springs



Dripping Springs Lions Club

P. O. Box 53

Dripping Springs, TX 78620

May 2, 2022

City of Dripping Springs, Founders Commission,

The DS Lions Club recommends Brad Thomas and Sharon Goss remain as Lions Club representatives on the Founders Day Commission. They have both been long serving, valuable members of this Commission and are needed. Thank you.

In service to our community,

A handwritten signature in cursive script that reads 'Sharon Kemp'.

Sharon Kemp, President
Dripping Springs Lions Club



TEMPORARY RECORDS
~~ASSISTANT MANAGEMENT~~
CLERK
PART-TIME NON-EXEMPT

A. GENERAL PURPOSE

Under the general direction of the City Secretary, responsible for organizing, and coordinating the storage and maintenance of City records.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assists in the facilitation of updating and administering internal filing systems for City departments; provides records management assistance to all departments.
2. Assists City Secretary with the maintenance of records retention and destruction for all City records; conducts inventories and audits; maintains records of all paper documents that have been destroyed.
3. Assists city departments with maintenance of records; facilitates departmental records destruction through distribution and assistance of Destruction Schedules; accepts records for destruction and facilitates the destruction of documents.
4. Scans documents into the records management system; verifies quality and legibility of all documents scanned.
5. Provides administrative support to the City Secretary; greets visitors, answers telephone calls, and directs callers to the appropriate party.
6. Performs other tasks as assigned by City Secretary.

C. SUPERVISION

Works under the general direction of the City Secretary.

D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. High School Diploma or GED equivalent preferred.
2. Ability to establish and maintain effective working relationships with employees, City officials, media, and general public.
3. Ability to communicate effectively orally and in writing.
4. Ability to handle confidential and sensitive information while maintaining confidentiality.
5. Ability to type, file, sort documents, and post notices.

E. TOOLS AND EQUIPMENT USED

Personal computer, including Microsoft Office; email; phone; printer; copy machine; and fax machine.

F. SPECIAL REQUIREMENTS

1. While performing the duties of this job, the employee is required to sit for extended periods of time.
2. The employee must be able to carry, lift, hold, push and/or pull up to 20 pounds of office supplies, files, equipment, and furniture.
3. The employee must be able to move around city hall and among sites throughout the City of Dripping Springs.

G. WORK HOURS

This is a temporary part-time non-exempt position for ~~1520~~ hours per week. Core work hours are between 8:00 am and 5:00 pm including one unpaid hour for lunch, Monday through Friday, except holidays. This position is eligible for overtime as described in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL. Any overtime hours performed must be preapproved by the direct supervisor. Day and time of work is flexible, but employee must be present at least two (2) days per week.

H. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works inside an office.
2. The noise level in the office work environment is usually mild.

I. SALARY

Salary is commensurate with the position. Pay days will be the days as listed in the current CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

J. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter and subsequent revisions to the Manual.

K. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age,

national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact the City Administrator at (512) 858-4725.

***Please note:** This Job Description is not a contract and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Job Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.*

RECORDS MANAGEMENT PROJECT

The Records Management Project will outline the steps and processes involved in decreasing the amount of paper documents maintained by city staff, consolidate digital records maintained on the server, establish a digital storage solution for permanent and semi-permanent city records and ultimately produce a Records Management Manual for staff reference. Each step in the project contains specific goals and will include communication to staff involved in critical steps. The timeline for the project is flexible with a tentative completion date of September 2022.

Scanned documents will be stored in the City Secretary server folder titled “Records Management Project” and will be accessible to staff. Scanning documents to this secure folder will allow for better management of scanned documents and will aid in the ease of consolidation. Scanned documents will maintain a uniform naming convention which can be adjusted once the documents are transferred to the department or individual responsible for maintaining the respective documents.

Project Team: Andrea Cunningham, City Secretary
 Sherry Canady, Records Management Clerk
 Sarah Pevehouse, Records Management Assistant

STEP 1 – SCAN

Step 1 of the project will involve the scanning of all paper documents contained within the common areas of the building. These areas include the main hallway, records stored in former records room now occupied by Emergency Management and Information Technology, and documents stored in the open area of the council chambers.

GOALS

- **Goal 1:** removal of paper records from common areas and create more works space for staff
- **Goal 2:** scan all paper records maintained in common areas and prepare for migration to departments/staff

STEP 2 – CONSOLIDATION, STAFF REVIEW & DESTRUCTION

Step 2 of the project will involve consolidation of digital files maintained on the server, which will be reviewed by staff for documents/files requiring destruction. The project team will work with staff to migrate scanned files to their designated department folder and provide destruction schedules for staff reference.

GOALS

- **Goal 1:** consolidate top-level server file folders and create a file structure that aligns with departments and/or key functions of specific staff.
- **Goal 2:** review and consolidate scanned files, and migrate department records to departmental folders
- **Goal 3:** destroy documents/files that are past retention date and prepare documents for transfer to Laserfiche

TOP LEVEL SERVER FILE FOLDERS – GOAL 1

Currently there are over 70 top-level server folders contained on the main server. The project team will meet with City Administration to consolidate these folders into either departmental folders or specific activities folders. Upon approval of top-level folders, the project team will consolidate the server file folders as directed. Additionally, there are miscellaneous documents not stored in top-level folders that will need to be migrated. The project team will review these documents and migrate accordingly.

REVIEW, CONSOLIDATION AND MIGRATION OF SCANNED DOCUMENTS – GOAL 2

Designated department staff will be responsible for reviewing scanned documents and merging scanned files with current stored files. The project team will make every attempt to properly label folders containing scanned files and will work with staff on migration preference. This step will involve meeting with staff and developing a workable timeline for migration of the departmental files.

DOCUMENT DESTRUCTION & PREPARATION FOR LASERFICHE – GOAL 3

Staff will be provided a retention schedule which they will use to determine the destruction of documents. The project team will train staff on the destruction process and use of the retention schedule. Staff will work with the project team to devise conventional file names which will be used for storage in Laserfiche.

STEP 3 – LASERFICHE MIGRATION

Step 3 will involve the migration of records from the server to Laserfiche. The project team will be responsible for migrating prepared records to Laserfiche and entering metadata for each record. The city will be upgrading Laserfiche to the cloud and the City Secretary will work with the IT Coordinator and Administration on setting up the Laserfiche file structure.

GOALS

- **Goal 1:** create and maintain permanent document storage independent of the server
- **Goal 2:** Laserfiche training

STEP 4 – RECORDS MANAGEMENT MANUAL

Step 4 is the culmination of Steps 1 – 3 and is the ultimate goal of the project, which is to create a cohesive and comprehensive guide for city staff regarding the storage, retention, and destruction of city documents. The project team will create a draft manual for City Administration review and provide feedback. The manual will include the following:

- Overview of government document requirements according to state law
- Departmental retention and destruction schedules
- Procedures and best practices for:
 - Server file storage
 - Laserfiche file storage
 - Document destruction

PROJECT TIMELINE





To: Mayor Bill Foulds, Jr. and the City Council of the City of Dripping Springs
From: Howard J. Koontz, AICP
Date: June 21, 2022
RE: Comprehensive Plan 2045 – Progress Update

I. Background

The 2045 Comprehensive Plan for Dripping Springs and its surrounding region is well under way. The best management process for a plan like this is for the consultant team to spend the first quarter or third of the plans' timeframe to seek out, gather, and collect data points of the city, as future decisions should rest on a foundation of experience.

Data refinement through the interview process follows once cogent questions can be formulated from the raw data collected in the first phase. Lastly, the plans that emerge from the public interaction process are monumented in a narrative that spells out the direction for the community.

Staff and the consultant have collected and presents this list of tasks completed to date, what's current and imminent in the process, and what can be expected in the near future.

- Progress to Date:
 - March 29th: Comprehensive Plan Kickoff Meeting
 - Councilmembers, board members, commissioners, volunteer group leaders, and city staff members were introduced to the project and consultant team
 - March 29th, 2022: Meeting with staff
 - Consultant team presented and discussed RFI (Request for Information) with an explanation that the information requested is essential for the consultant team to proceed with the next phase of the project
 - April 23rd & 24th: Comprehensive Plan Public Engagement during Founders Day event
 - Preparation: Consultant team & staff created marketing materials, interactive maps, and the initial community survey
 - During event: Consultant team & staff engaged with members of the public at the City's Founders Day booth
 - Initial Community Survey
 - Launched for Founders Day and promoted at pursuant city events
 - Number survey responses: 442
 - May 10th: P&Z & CPAC Presentation
 - Consultant team presented the Comprehensive Plan framework and introduced several engagement tasks to CPAC members
 - Persona Spreadsheet presented and discussed, with the request that everyone in attendance add names to the spreadsheet
- Present:
 - Staff is currently compiling RFI documentation
 - CPAC committee members and city staff are completing the persona spreadsheet to determine focus group and interview contacts. Once complete, City Staff (with input from the consultant team) will identify individuals for interviews, focus groups, and stakeholder meetings.
- Future:
 - Public engagement interviews to be conducted early July
 - July 14th & 15th: Two-day Stakeholder meetings & city tour with consultant team and City Staff
 - Per the City's request, DTJ Design prepared an Add Service agreement for three additional public meetings

**AGREEMENT CONCERNING CREATION AND OPERATION OF DRIPPING
SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1**

This **AGREEMENT CONCERNING CREATION AND OPERATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1** (this "Agreement") is by the City of Dripping Springs, Texas, a Type A general law municipality located in Hays County, Texas (the "City"); and Robert Mokhtarian, Individually, Robert Mokhtarian, Trustee for Edward Mokhtarian, and Robert Mokhtarian, Trustee for Edmund Mokhtarian (collectively, "Mokhtarian"); 740 Sports Park, LLC, a Texas limited liability company ("740 SP"); and Clinton Cunningham and Dawn Cunningham ("Cunningham", and collectively with Mokhtarian and 740 SP, the "Owners"). Subsequent to its creation, **Dripping Springs Municipal Utility District No. 1**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code as contemplated by this Agreement (the "District"), will become a party to this Agreement. The City, the Owners, and the District are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Owners own the approximately 112 acres of land more particularly described by metes and bounds on the attached Exhibits A1, A2 and A3 (the "Land"); and

WHEREAS, the Land is currently located entirely within the extraterritorial jurisdiction of the City but is anticipated to be annexed into the corporate boundaries of the City prior to the creation of the District; and

WHEREAS, the Land is and its boundaries are depicted on the concept plan attached as Exhibit B (the "Concept Plan"); and

WHEREAS, Mokhtarian owns the portion of the Land described and/or depicted on Exhibit A-1, 740 SP owns the portion of the Land described and/or depicted on Exhibit A-2, and Cunningham owns the portion of the Land described and/or depicted on Exhibit A-3; and

WHEREAS, the Owners intend that the Land will be developed in phases as a master-planned, mixed-use community (the "Project"); and

WHEREAS, the Owners and the City desire to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the City and the Land; and

WHEREAS, the Owners have proposed to create the District over the Land pursuant to an application to be filed with and processed through the TCEQ (as defined in ARTICLE I below) and have presented the City with a petition requesting the City's consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, financing, and conveying to the applicable governmental authority or utility

provider the District Improvements (as defined in ARTICLE I below) to serve the area within its boundaries; and

WHEREAS, construction of the District Improvements will occur in phases (as determined by the District and the Developer(s) (as defined herein)) in accordance with this Agreement; the applicable ordinances of the City; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "Applicable Regulations"); and

WHEREAS, the City and the Owners intend that the Reimbursable Costs (as defined in ARTICLE I below) of the District Improvements will be paid from the net proceeds of bonds issued by the District (or surplus funds of the District) in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54 of the Texas Water Code, as amended; Chapter 791 of the Texas Government Code, as amended; and Section 552.014, Texas Local Government Code, as amended; and

WHEREAS, the City is a Type A general law municipality operating under the laws of the State of Texas pursuant to which the City has the authority to enter into and perform its obligations under this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I. DEFINITIONS

Section 1.01 **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the City's rules, ordinances, and regulations in effect as of the Effective Date of this Agreement, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the City; and (iii) any additional restrictions or regulations agreed to by the Developer in writing.

Bonds means bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District's borrowing power.

City Administrator means the City Administrator of the City.

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

County means Hays County, Texas.

Developer means any Owner, or any successor or permitted assign of an Owner, that notifies the City of its intent to develop all or any portion of the Land under Section 6.04 below.

District Improvements means the water, wastewater, and drainage utilities (including capacity or contract rights to capacity therein), Road Projects, and other public improvements, as authorized by applicable law, and whether on-site or off-site, to serve the area within the District boundaries.

Effective Date of this Agreement means the 19th day of October, 2021.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs) that are eligible for reimbursement from the net proceeds of Bonds issued by the District in accordance with this Agreement and, as applicable, the rules and regulations of the TCEQ, as amended.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution, as amended, and Chapters 49 and 54 of the Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature.

ARTICLE II. CREATION OF THE DISTRICT AND RELATED MATTERS

Section 2.01 Consent to Creation of District. The City acknowledges receipt of the Owners' request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District over the Land. On the Effective Date of this Agreement, the City has approved the resolution attached as Exhibit C consenting to the inclusion of the Land within the District (the "Consent Resolution"). The City agrees that the Consent Resolution will constitute and evidence the City's consent to the creation of the District within the City's corporate limits in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, and that no further consent will be required on the part of the City to evidence the City's consent to the creation of the District.

Section 2.02 District Execution of Agreement.

(a) The Owners shall cause the District to approve, execute, and deliver to the City this Agreement within 30 days after the date that the District's Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) the City may terminate this Agreement and may repeal the Consent Resolution.

(b) If the District fails to approve, execute, and deliver to the City this Agreement as required by subsection (a) above, and if the City does not terminate this Agreement under

subsection (a), such failure shall operate to prohibit the District from taking any actions to issue Bonds until the failure has been cured. The City shall have the right to enjoin the issuance of Bonds during any period in which such a material breach exists.

(c) If the District fails to approve, execute, and deliver to the City this Agreement as required by subsection (a) above, and if the City has not terminated this Agreement under subsection (a), such failure shall operate to prohibit the Owners or any Developer from entering into any reimbursement agreements with the District until the failure has been cured. The City shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

Section 2.03 **Intent of Parties Related to Allocation Agreement.** Under Section 54.016(f) of the Texas Water Code, the City, as a City providing written consent for inclusion of land in a district, may provide for a contract designated as an “allocation agreement”, to be entered into between the City and the District. The Parties acknowledge that the provision for an “allocation agreement” under Section 54.016(f) of the Texas Water Code is at the City’s discretion. The City confirms that it is intentionally not providing for an allocation agreement. The Parties agree that this Agreement does not constitute and will not be deemed to constitute an allocation agreement within the meaning of Section 54.016(f) of the Texas Water Code because the District will be located in the corporate limits of the City upon creation.

Section 2.04 **Dissolution.** The City may dissolve the District at any time after the District has issued Bonds to finance all Reimbursable Costs paid or incurred to construct the District Improvements that are required to serve full development of the Land. Upon dissolution of the District, the City will assume the indebtedness and legal obligations of the District to the extent required by law.

**ARTICLE III.
AUTHORITY OF THE DISTRICT TO ISSUE BONDS**

Section 3.01 **Authority to Issue Bonds.** The District agrees that the maximum aggregate amount of bonds issued by the District shall not exceed \$38,675,000 without the approval of the City. The District may issue Bonds and reimburse any Developer for all purposes and expenditures authorized by applicable law, including:

- (a) The purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances (including capacity or contract rights to capacity in any of the foregoing) necessary to:
 - (1) Provide a water supply for municipal uses, domestic uses, and commercial purposes;
 - (2) Collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state (other than solid waste, as defined in the Applicable Rules);
 - (3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water;

- (4) Design, acquire, construct, and finance Road Projects; and
- (5) Develop and maintain park and recreational facilities, to the extent permitted by applicable law; and

(b) Refunding any outstanding Bonds, provided such refunding Bonds satisfy the terms and conditions of this Agreement;

(c) Paying organizational, administrative, and operating costs during creation and construction periods and interest thereon, subject to the applicable limitations of Section 49.155 of the Texas Water Code; and

(d) Paying other expenses authorized by Section 49.155 of the Texas Water Code.

Section 3.02 City Submittals; Objections.

(a) The District agrees to give written notice to the City of its intention to issue Bonds as follows:

(1) If the District intends to issue Bonds that require TCEQ approval, the District will provide notice of same to the City Administrator and City Attorney concurrently with the District's submittal of each application to the TCEQ for approval of issuance of Bonds (a "Notice of Intent to Issue Bonds"), which Notice of Intent to Issue Bonds will include the following:

- (A) The principal amount of Bonds expected to be issued;
- (B) The Summary of Costs of the Bond Issue including both Construction and Non Construction Costs;
- (C) The projected Schedule of Events related to the issuance of the Bonds;
- (D) The proposed District debt service rate and total District tax rate after issuance of the Bonds; and
- (E) A Letter from the District's Financial Advisor stating that the Bonds are being issued in compliance of the TCEQ rules in place at the time the Bonds are expected to be issued.

(2) If the District intends to issue Bonds that do not require TCEQ approval (e.g., Bonds for Road Projects or refunding Bonds), the District will provide notice of same to the City Administrator and City Attorney at least 30 days prior to pricing of the Bonds.

(b) The City may object to a Bond application or to the issuance of a series of Bonds for the reason that a Developer or the District is in default of any provision of this Agreement, including the terms and conditions in Section 3.03. If the City objects to a Bond application or issuance due to such a default (a "City Objection"), the City shall have a period of 30 days after

receiving the notice required by Sections 3.02(a)(1) or 3.02(a)(2), as applicable, within which to notify the District of the City Objection. If the City timely objects to a Bond application or issuance due to such a default, the Bond application and issuance will be delayed until such time as the default is cured. If the City fails to object to a Bond application or issuance within such periods specified herein, the City shall be deemed to have waived all objections. If the City objects to a Bond application or issuance, such City Objection must: (i) be in writing; (ii) be given to the District; (iii) be signed by the City Administrator or the City Administrator's designee; and (iv) specifically identify the applicable provision of this Agreement as to which the District or the Developer is in default. If a City Objection is timely given to the District with respect to a specific Bond application or issuance of Bonds, the City and the District will cooperate to resolve the City Objection within a reasonable time, and the Bond application or issuance of Bonds to which the City Objection applies will be delayed until the City Objection has been cured or waived by written agreement.

(c) Within 30 days after the closing date of a series of Bonds, the District shall deliver to the City Administrator a copy of the final official statement for such series of Bonds and a copy of any report on reimbursable costs required by the rules of the TCEQ.

Section 3.03 **Terms and Conditions of Bonds.** Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements:

(a) No individual series of Bonds will be issued with a term which exceeds 25 years from the closing date of such series of Bonds;

(b) The Bonds (other than refunding Bonds and Bonds sold to a federal or state agency) shall only be sold after the taking of public bids therefor (unless current law changes to permit otherwise), and no Bonds shall be sold for less than 97% of par, provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, shall not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the 30-day period next preceding the date notice of the sale of the Bonds is given (or, if the Daily Bond Buyer ceases to exist, a comparable publication reporting average bond interest rates);

(c) The District shall reserve the right to redeem its Bonds not later than the tenth anniversary of the closing date of such Bonds, without premium;

(d) No variable rate Bonds shall be issued by the District;

(e) Any refunding Bonds must provide for a minimum of 3% present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds; and

(f) Capitalized interest shall not exceed three years interest.

Section 3.04 **Other Funds.** The District may obtain and use funds and assets from any available, lawful source to provide for the acquisition, ownership, maintenance, and operation of the District Improvements or its other facilities, as well as to accomplish any purpose

or to exercise any function, act, power, or right authorized by law. Such funds and assets may include revenues from any of the systems, facilities, properties, and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants, and donations from public or private sources and revenues from any other source lawfully available to the District.

**ARTICLE IV.
WATER AND WASTEWATER SERVICE; OTHER UTILITIES**

Section 4.01 **Retail Water Service.** The Land is located within the certificated water service area (“CCN”) of Dripping Springs Water Supply Corporation (“DSWSC”) and will receive retail water service from DSWSC or the successor holder of the DSWSC CCN pursuant to a separate agreement with DSWSC.

Section 4.02 **Retail Wastewater Service.** Retail wastewater collection and treatment services will be provided by the City, the specific terms of which will be governed by separate agreement (the “Wastewater Agreement”). The wastewater collection systems within the District shall be owned by the City. Subject to specific terms to be determined by the Wastewater Agreement, which could include interim alternatives, the City agrees and commits to provide wastewater service sufficient for the full build-out of the District at flow rates sufficient to meet the minimum requirements of all Applicable Regulations, and agrees to provide written confirmation of the availability of service upon the District’s request if required in connection with any District Bond sale.

Section 4.03 **Other Utilities.** The City will provide solid waste and recycling services within the District for the same rates, in the same manner, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, that the City provides solid waste and recycling services to other customers inside its corporate limits. The District will have no liability for charges for such services except for charges for services provided to the District, if any. The Developer will have the right to select the providers of cable television, gas, telephone, telecommunications, and all other utilities and services, or to provide “bundled” utilities within the Land.

**ARTICLE V.
DESIGN, FINANCING, CONSTRUCTION, CONVEYANCE, OWNERSHIP,
OPERATION, AND MAINTENANCE OF DISTRICT IMPROVEMENTS**

Section 5.01 **Design, Financing, and Construction.** Unless otherwise specifically provided in this Agreement, the Developer will design, finance, construct, and convey to the City (or, in the case of water improvements, convey to DSWSC) on behalf of the District all District Improvements at no cost to the City. Construction of all District Improvements will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54 of the Texas Water Code. All District Improvements will be designed and constructed in accordance with the Applicable Rules and the regulations of any other governmental entities with jurisdiction and pursuant to plans and specifications approved by the City. Neither the Developer nor the District will be required to pay for or construct any improvements to the City’s existing utility systems or other off-site improvements required to serve the Land, except as

provided for herein with respect to the District Improvements or by separate agreement. Further, unless the Developer's service requirements for the Land change or the Parties otherwise agree in writing, the City will not require that any Developer or the District oversize, finance, or construct any utility or road improvements to serve property other than the Land.

Section 5.02 **Conveyance, Ownership, Operation, and Maintenance.** Upon completion of construction of each phase of the District Improvements, subject to the Developer's right, if any, to reimbursement from the District for the cost of those District Improvements in accordance with applicable law: (a) the Developer will promptly convey the water utility components of the District Improvements to DSWSC for operation and maintenance in accordance with the rules and regulations of DSWSC; (b) the City will accept the remainder of the District Improvements (the "City Operated District Improvements") for operation and maintenance in accordance with the Applicable Rules; and (c) the Developer will promptly convey the City Operated District Improvements to the City, subject to (i) the City's obligation to provide service to the District as provided in this Agreement, and (ii) a reservation of all capacity in the City Operated District Improvements for the benefit of the District. The Developer will also assign to the City all easements, contract rights, warranties, guarantees, assurances of performance, and bonds related to the City Operated District Improvements that are conveyed to the City. The City agrees that its acceptance of the City Operated District Improvements and the related assignments will not be unreasonably withheld, conditioned, or delayed. Upon any such conveyance and acceptance, the City agrees to operate and maintain such City Operated District Improvements in good condition and working order and to provide service to the District in accordance with this Agreement. Conveyance will not affect the Developer's right to reimbursement from the District for the cost of any District Improvements. Nothing herein will prevent the City from using City Operated District Improvements to serve customers outside of the District provided that there is sufficient capacity reserved to serve the residents and property owners within the District as and when required by development within the Land.

ARTICLE VI. DEVELOPMENT MATTERS

Section 6.01 **Development Matters.**

(a) The City hereby confirms its approval of up to 531 residential units together with governmental, retail, and office uses within the Land. The Developer shall apply for zoning related to this approval. The Project shall comply with all Applicable Rules unless otherwise modified by this Agreement or future approvals.

Section 6.02 **Land Uses, Density, and Open Space.**

(a) The Land uses will be limited to townhomes, residential lots, and retail, office, governmental/utility/institutional, and park uses as reflected on the Concept Plan and comply with the Applicable Rules related to the approved zoning classification for the Land. The residential units will be townhomes or detached residential lots as defined by the Applicable Rules and the approved zoning classification for the Land.

(1) Detached single family residential units shall consist of 100% masonry on all elevations. Native stone, brick masonry, stucco, and cementitious siding shall be deemed appropriate materials to satisfy the masonry requirement.

(2) The front elevation of all detached single family residential homes shall contain wall plane articulation in compliance with the following. No elevation shall be single wall plane across the entire width of the front elevation. Each front elevation shall contain a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:

- a. A minimum of two wall planes on the front elevation, offset a minimum of 18 inches;
- b. Covered front porches or patio with a minimum size of 60 square feet;
- c. A side-entry or swing-in garage entry (for garage doors that do not face the front street);
- d. A garage door recessed from the primary front facade a minimum of four feet (for garage doors that face the street);
- e. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);
- f. Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail;
- g. A combination of at least two roof types (e.g. hip and gable) or two different roof planes of varying height and/or direction;
- h. Two or more masonry finishes to compliment the architectural style of the home; and
- i. The addition of one or more dormers on the front elevation to compliment the architectural style of the home.

(3) Although the requirements of subsections (1) and (2) above technically apply only to detached single family residential units, substantively similar requirements, modified as appropriate based on product type, will apply to townhomes.

(4) The Land may include multiple phases for platting purposes.

(b) The overall density of the development of the Land will be a maximum of 4.7 dwelling units per acre, composed of 351 single family townhome units and 180 single family lots, as shown on the Concept Plan.

(1) Each of the townhome rows will be restricted to no more than six attached units per building/slab.

(2) The single family lots shall have a minimum lot area of 6,000 square feet with the width at the street frontage of 50 feet.

(3) The retail/GUI areas will be limited to no more than a total of 6.4 acres, which may be altered upon receipt of written administrative approval from the City Administrator.

(c) The areas designated on the Concept Plan as Open Space are composed of detention/water quality areas, stream setbacks, slopes and landscape buffers containing 23.9 acres, all as shown on the Concept Plan. In addition, the Project will have pocket parks, trails, and a potential town green dedicated to the City. This Open Space with the listed amenities shall fulfill and satisfy all parkland dedication requirements of the Land to the City, including, but not limited to, the requirements of Article 28.03 (Parkland Dedication) and Sections 19.1 and 19.4 (Subdivisions) of the Applicable Rules. However, the Park Development Fees in Section 28.03.010 of the Applicable Rules shall be paid at time of Final Plat. The Developer shall submit a Master Parks and Open Space Plan that complies with this Agreement at time of Final Platting.

(d) The Project shall comply with the adopted City-wide Trail Plan in effect as of the Effective Date of this Agreement.

Section 6.03 **Easement Dedications.** In consideration for the City's consent to the creation of the District, the Owners (as to their respective tracts) agree to dedicate and convey to the City, at no cost to the City, the collector road and wastewater easements depicted on **Exhibit D.** The Owners reserve the right to seek reimbursement for such dedications from the District in accordance with this Agreement and applicable law.

Section 6.04 **Phased Development.** Because it is anticipated that the Land will be developed in phases, portions of the Land not under active development may remain in use as agricultural lands or as open space land.

Section 6.05 **"Developer" Status.** If and as an Owner, or any successor or permitted assignee of an Owner, initiates development of all or any portion of the Land, such Owner, or the applicable successor or permitted assignee of the Owner, will notify the City in writing of such election (which notice must also describe the portion of the Land to be developed), at which time the Owner, or the applicable successor or permitted assignee of the Owner, will become (and will be deemed to have assumed the obligations of) a "Developer" under this Agreement as to the portion of the Land described in the notice.

Section 6.06 **Uniform and Continued Development; Vesting.** The Parties intend that this Agreement authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration. Accordingly, the Land will be developed and the infrastructure required for the Land will be designed and constructed in accordance with the Applicable Rules, the Concept Plan, and this Agreement. Subject to the terms and conditions of this Agreement, the City confirms and agrees that the Owners and any Developer

hereunder have vested authority to develop the Land in accordance with the Applicable Rules. Ordinances, rules, or regulations, or changes or modifications to the City's ordinances, rules, and regulations, adopted after the Effective Date of this Agreement will only be applicable to the extent permitted by Chapter 245 of the Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control. The City further agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Land; or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats or other necessary approvals, within the Land. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting imminent threat to the public health or safety, however, any such a moratorium may continue only during the duration of the emergency.

Section 6.07 **Term of Approvals.** The Concept Plan, and any preliminary subdivision plat or final subdivision plat that is consistent with the Concept Plan, the Applicable Rules, and State law, will be effective for the term of this Agreement.

Section 6.08 **Director Lots.** The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

Section 6.09 **Manufactured Home for District Elections.** One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, maintenance tax, and bond elections. The manufactured home permitted by this Agreement will comply with all City regulations and will be removed within sixty (60) days from the date of last election needed for the purposes of this Agreement.

Section 6.10 **Impact Fees.** Any impact fees payable to the City with respect to the Land will be paid by or on behalf of the Developer to the City in accordance with the Applicable Rules; and, in consideration of the payment of impact fees to the City, the Developer will acquire, on behalf of the District, the guaranteed right to receive service from the City's systems, as applicable, for the living unit equivalents of service for which impact fees have been paid. Any impact fees payable to DSWSC with respect to the Land will be paid by or on behalf of the Developer to DSWSC in accordance with DSWSC's rules.

Section 6.11 **Building Code.** All buildings shall be constructed in accordance with the building or construction codes in the Applicable Rules. Fees for all building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement. The City will provide inspections in a prompt and timely manner.

Section 6.12 **Lighting.** All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the Applicable Rules.

Section 6.13 Tree Preservation. Article 28.06, Landscaping and Tree Preservation, of the Applicable Rules shall apply to the Land.

**ARTICLE VII.
MISCELLANEOUS PROVISIONS**

Section 7.01 Authority. This Agreement is entered into, in part, under the statutory authority of Section 552.014, Texas Local Government Code, which authorizes the City to enter into a written contract with a water district created under Article XVI, Section 59 of the Texas Constitution under which the district will acquire for the benefit of and convey to the City one or more projects. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with applicable law and City ordinances. Each Owner hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of such Owner.

Section 7.02 Term. The term of this Agreement shall commence on the Effective Date and (unless terminated pursuant to the terms hereof) shall continue until the District is dissolved in accordance with Section 2.04 above.

Section 7.03 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City, the Owners, and, following creation of the District, the District; may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the City, the Owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District; and, after full-build out of the Land, may be terminated or amended at any time by the mutual written consent of the City and the District.

Section 7.04 Remedies.

(a) If the City defaults under this Agreement, the Owners or the District may give notice setting forth the event of default ("Notice") to the City. If the City fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owners or the District may enforce this Agreement by a writ of mandamus from a Hays County District Court or terminate this Agreement; however, any such remedy will not revoke the City's consent to the creation of the District.

(b) If an Owner defaults under this Agreement, the City or the District may give Notice to the Owner. If the Owner fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the District may enforce this Agreement by injunctive relief from a Hays County District Court or terminate this Agreement as to the portion of the Land owned by such Owner; however, except as permitted by Section 2.02(a), any such remedy will not revoke the City's consent to the creation of the District.

(c) If the District defaults under this Agreement, the City or the Owners may give Notice to the District. If the District fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the Owners may enforce this Agreement by a writ of mandamus from a Hays County District Court or terminate this Agreement; however, any such remedy will not revoke the City's consent to the creation of the District.

(d) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

Section 7.05 Assignment.

(a) This Agreement, and the rights of the Owners hereunder, may be assigned by the Owners, with the City's consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the City. The City's consent to any proposed assignment will not be unreasonably withheld or delayed. The City hereby expressly consents to and approves the assignment of this Agreement to Dripping Springs Partners, Limited Liability Company and agrees that no further consent to such an assignment will be necessary; however, a copy of such assignment must be delivered to the City.

(b) If an Owner assigns its rights and obligations hereunder as to a portion of the Land, then the rights and obligations of any assignee and the Owner will be severable, and the Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Owner or Developer, the City may pursue all remedies against that nonperforming Owner or Developer, but will not impede development activities of any performing Owner(s) or Developer(s) as a result of that nonperformance.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 7.06 Cooperation.

(a) The Parties each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with the Developer(s) in connection with any waivers or approvals that the Developer(s) may desire from Hays County in order to avoid the duplication of facilities or services in connection with the development of the Land.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Parties agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

DISTRICT: John W. Bartram
 Armbrust & Brown, PLLC
 100 Congress Avenue, Suite 1300
 Austin, Texas 78701

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

Section 7.08 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 7.09 Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 7.10 Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Hays County, Texas.

Section 7.11 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 7.12 Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective (as of the Effective Date of this Agreement) only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 7.13 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday,

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

Section 7.14 **Force Majeure.** If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 7.15 **Interpretation.** As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 7.16 **No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and neither the City, the District, nor the Owners intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City, the District, and the Owners (and any permitted assignee of the Owners).

Section 7.17 **Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A-1** Legal Description of Land for Mokhtarian
- Exhibit A-2** Legal Description of Land for 740 SP
- Exhibit A-3** Legal Description of Land for Cunningham
- Exhibit B** Concept Plan
- Exhibit C** City Consent Resolution
- Exhibit D** Easement Dedications

* * *

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date of this Agreement.

(Signatures on the following pages.)

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

CITY:

CITY OF DRIPPING SPRINGS

By: Bill Foulds, Jr.
Bill Foulds, Jr., Mayor

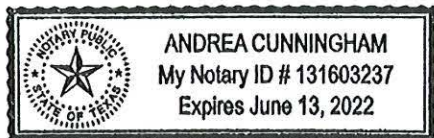
Date: 11/22/2021

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on November 22, 2021, by Bill Foulds, Jr., Mayor of the City of Dripping Springs, a Texas Type A general law municipality on behalf of said municipality.

Andrea Cunningham
Notary Public Signature

(Seal)



COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS:

Robert Mokhtarian, Individually

Robert Mokhtarian, Trustee
Edward Mokhtarian Trust

Robert Mokhtarian, Trustee
Edmund Mokhtarian Trust

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by Robert Mokhtarian, individually.

(SEAL) _____
Notary Public Signature

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by Robert Mokhtarian, as Trustee for the Edward Mokhtarian Trust on behalf of said Trust.

(SEAL) _____
Notary Public Signature

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS (continued):

740 SPORTS PARK, LLC, a Texas limited liability company

By: _____
David Denbow, President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public Signature

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS (continued):

Clinton Cunningham

Dawn Cunningham

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by Clinton Cunningham, individually.

(SEAL)

Notary Public Signature

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by Dawn Cunningham, individually.

(SEAL)

Notary Public Signature

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

DISTRICT:

DRIPPING SPRINGS MUNICIPAL
UTILITY DISTRICT NO. 1

By: _____,
_____, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 202__, by
_____, President of the Board of Directors of Dripping Springs Municipal Utility District
No. 1, a political subdivision of the State of Texas, on behalf of said District.

(SEAL)

Notary Public Signature

Description of the Land

EXHIBIT A-1

Legal Description of Mokhtarian Land (Two Tracts)

Mokhtarian Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60#D nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fiola Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

Mokhtarian Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60 FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 28, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 85.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 766, PAGE 806, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 85.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRES STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KCE ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHOT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 874, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 799, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.04 feet to a 1/2-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/2-inch iron rod found for a southeast adjacent corner of said 40.00 acre tract, and a most westerly northwest adjacent corner of said 85.2767 acre tract and herein, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/2-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/2-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 788.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/2-inch iron rod found on the south line of said 85.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
18740 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
612-888-2238
Firm Registration No.: 10081700



Bryan D. Newsome 12 November 2017
Bryan D. Newsome Registered Professional Land Surveyor No. 5857 Date

EXHIBIT A-2

Legal Description of 740 SP Land (Three Tracts)

740 SP Land Tract 1:

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704-138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 359.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°48'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the **POINT OF BEGINNING** and containing 17.038 acres of land, more or less.

740 SP Land Tract 2:

Non-exclusive right of way and utility easement in common with other parties, as created and further described in that conveyance recorded in Volume 181, Page 171, Deed Record, Hays County, Texas.

740 SP Land Tract 3:

Non-exclusive ingress and-easement in common with other parties, as created and further described in that conveyance recorded in Document No. 18007850, Official Public Records, Hays County, Texas.

EXHIBIT A-3

Legal Description of Cunningham Land (Five Tracts)

Cunningham Tract 1:

Being 10.00 acres of land, more or less, in the P. A. SMITH SURVEY, ABSTRACT NO. 415, situated in Hays County, Texas, being that same tract conveyed in Volume 4258, Page 618, of the Official Public Records of Hays County, Texas and as more particularly described by metes and bounds as follows:

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-D nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: I=15°12'13", R=689.28 feet, T=91.99 feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

Cunningham Tract 2:

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Mara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Fleola Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

Cunningham Tract 3:

Tract 3: Easement estate as created and described in Easement Agreement dated March 16, 1960, recorded in Volume 181, Page 171, Deed Records of Hays County, Texas, and being more particularly described therein.

Cunningham Tract 4:

Tract 4: Easement estate as created and described in Ingress and Egress Easement dated February 24, 2018, recorded in Document No. 18007849, of the Deed Records of Hays County, Texas, and being more particularly described therein.

Cunningham Tract 5:

Tract 5: Easement estate as created and described in in that certain Deed of Easement dated July 31, 1993, recorded in Volume 1010, Page 53, of the Official Public Records of Hays County, Texas, and being more particularly described therein.

EXHIBIT B

Concept Plan

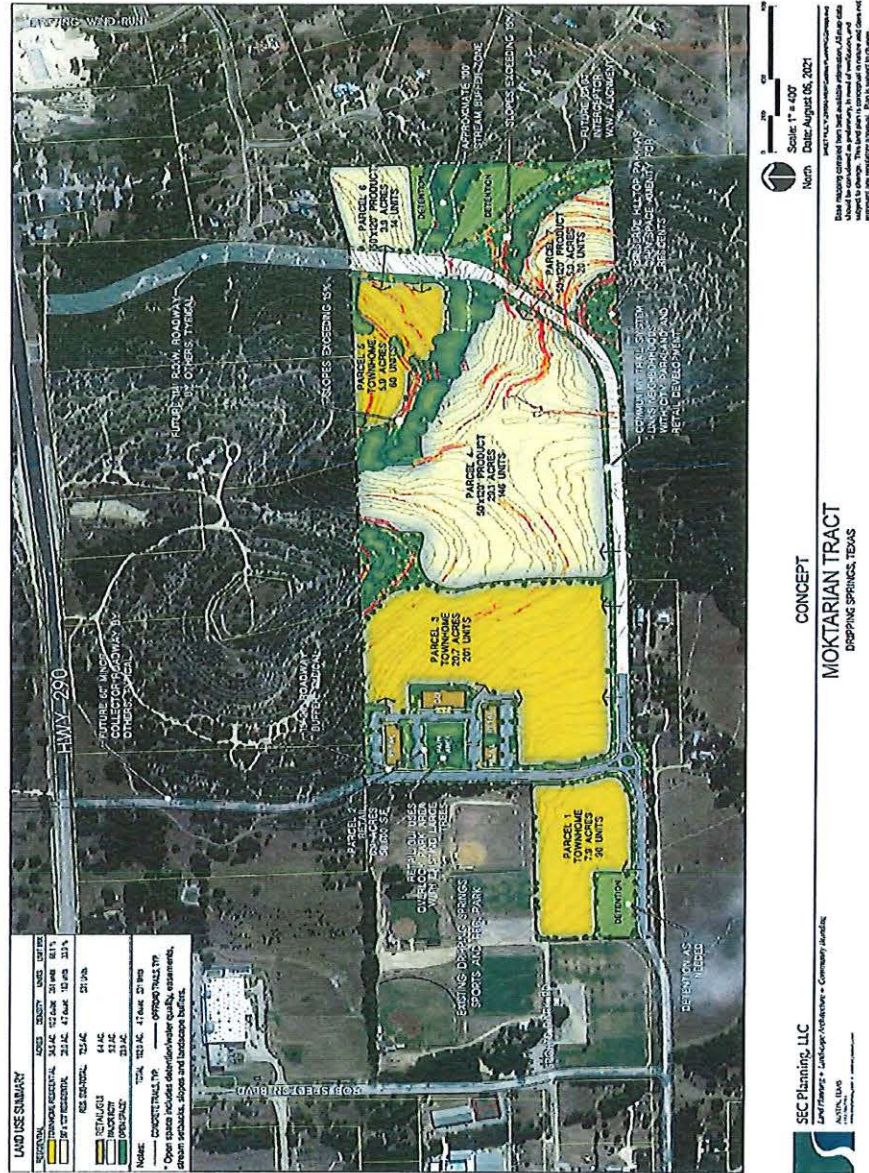


EXHIBIT C

City Consent Resolution

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-R33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), CONSENTING TO THE CREATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 ON THE MOKHTARIAN, CUNNINGHAM, AND 740 SPORTS PARK TRACTS FOR THE VILLAGE GROVE SUBDIVISION; PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, pursuant to Section 42.042 of the *Texas Local Government Code* and Section 54.016 of the *Texas Water Code*, Robert Mokhtarian, Individually; Robert Mokhtarian, Trustee for Edward Mokhtarian; Robert Mokhtarian, Trustee for Edmund Mokhtarian; 740 Sports Park, LLC, a Texas limited liability company; and Clinton D. Cunningham and Dawn Cunningham (collectively, the "Owners") have submitted to the City the petition attached as Exhibit "A" to this Resolution (the "Petition") requesting the City's consent to the creation of Dripping Springs Municipal Utility District No. 1 (the "District") over the land more particularly described in the Petition (the "Land"), which, at the time of submission of the Petition, was located within the City's extraterritorial jurisdiction but proposed to be annexed into the corporate boundaries of the City; and

WHEREAS, the City has annexed the Land proposed to be included in the District; and

WHEREAS, the City and Owners have negotiated an Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1; and

WHEREAS, following review of the Petition and Agreement, the City desires to grant the Petition and consent to the creation of the District over the Land, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, THAT:

SECTION 1. CONSENT

The City, in reliance upon statements in the Petition regarding the Petitioners' ownership of the Land in the District, hereby grants the Petition and, in accordance with Section 42.042 of the *Texas Local Government Code* and Section 54.016 of the *Texas Water Code*, specifically gives its written consent to the creation of the District over the Land.

That the Mayor of the City is hereby authorized to execute the Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1 and that the City Secretary is hereby authorized to attest such execution for and on behalf of the City.

SECTION 2. EFFECTIVE DATE


This Resolution shall be in full force and effect from and after its passage on the date shown below.

SECTION 3. OPEN MEETINGS

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, *Texas Government Code*, as amended.

PASSED & APPROVED this, the 19th day of October 2021, by a vote of 3 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:



Bill Foulds, Jr., Mayor

ATTEST:



Andrea Cunningham, City Secretary

City of Dripping Springs

SEP 24 2021

PETITION FOR CONSENT TO CREATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 Rec'd by City Secretary

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS:

The undersigned (collectively, the "Petitioners"), holding title to the land described below (the "Land") and acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, respectfully petition the City Council of the City of Dripping Springs, Texas (the "City") for its written consent to the creation of a municipal utility district over the Land and, in support of this Petition, would show the following:

I.

The name of the proposed district is DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 (the "District").

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto. It is proposed that the District be granted road powers under the authority of Article III, Section 52 of the Texas Constitution.

III.

The Land proposed to be contained within the District is a total of 112.2903 acres of land, more or less, situated in Hays County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference. All of the Land is currently located within the extraterritorial jurisdiction of the City; however, Petitioners intend to voluntarily request that the Land be annexed into the corporate boundaries of the City prior to creation of the District. The Land may be properly be included within the District.

IV.

Petitioners hold title to the Land proposed to be included within the District and are the owners of a majority in value of such Land, as indicated by the tax rolls of Hays County, Texas. The only lienholder on the Land, PlainsCapital Bank, has consented to the creation of the District as evidenced by the Certificate of Lienholder's Consent attached as Exhibit B.

V.

The general nature of the work proposed to be done by the District, as contemplated at the present time, is the design, construction, acquisition, improvement, extension, financing, and issuance of bonds: (i) for maintenance, operation, and conveyance of an adequate and efficient water works and sanitary sewer system for domestic and commercial purposes; (ii) for maintenance, operation, and conveyance of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate, and amend local storm waters or other harmful excesses of waters; (iii) for conveyance of roads and improvements in aid of roads; and (iv) for maintenance, operation, and

{W1068793.2}

conveyance of such other additional facilities, systems, plants, and enterprises as may be consistent with any or all of the purposes for which the District is created.

VI.

There is a necessity for the above-described work because there is not now available within the area an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or roadway system to serve the Land, which will be developed for a mix of single-family residential, multi-family residential, and commercial uses. The health and welfare of the present and future inhabitants of the area and of the adjacent areas require the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system. A public necessity therefore exists for the creation of the District, in order to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of a waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

A preliminary investigation has been made to determine the cost of the proposed District's projects, and it is now estimated by the Petitioners, from such information as is available at this time, that such cost will be approximately \$23,643,904.00.

VIII.

Petitioners, by submission of this Petition, request the City's consent to the creation of the District, as described in this Petition.

Petitioners request that this Petition be heard and that the City Council duly pass and approve an ordinance or resolution granting its consent to the creation of the District and authorizing the inclusion of the Land within the District.

EXECUTED on the date or dates indicated below, to be effective the 16th day of September, 2021.

PETITIONERS:

As to the 79.0723 acres described in Exhibit A-1 and the 1.18 acres described in Exhibit A-2

By: [Signature]
Robert Mokhtarian, Individually

By: [Signature]
Robert Mokhtarian, Trustee
Edward Mokhtarian Trust

By: [Signature]
Robert Mokhtarian, Trustee
Edmund Mokhtarian Trust

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, individually.

See attached certificate

Notary Public Signature

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, Trustee of the Edward Mokhtarian Trust on behalf of said Trust.

See attached certificate

Notary Public Signature

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, Trustee of the Edmund Mokhtarian Trust on behalf of said Trust.

See attached certificate

Notary Public Signature

(SEAL)

{W1068793.2}

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

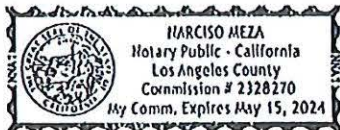
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On September 15, 2021 before me, Narciso Meza, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Robert Mokhtarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Narciso Meza
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Petition For Consent To Creation of Dripping Springs Municipal Utility Distr Document Date: Sept. 15 2021

Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Mokhtarian

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney In Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney In Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

PETITIONERS (continued):

As to the 17.038 acres described in Exhibit A-3

740 Sports Park, LLC, a Texas limited liability company

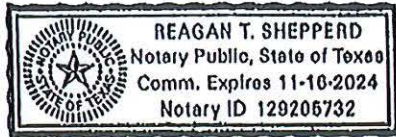
By: 
David Denbow, President

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

This instrument was acknowledged before me on the 10 day of September, 2021, by David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)


Notary Public Signature



PETITIONERS (continued):

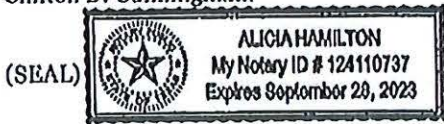
As to the 10.00 acres described in Exhibit A-4 and the 5.000 acres described in Exhibit A-5

By: *Clinton D. Cunningham*
Clinton D. Cunningham

By: *Dawn Cunningham*
Dawn Cunningham

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

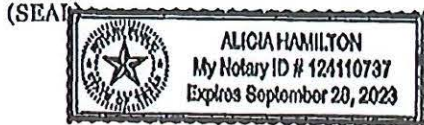
This instrument was acknowledged before me on the 17th day of September 2021, by Clinton D. Cunningham.



Alicia Hamilton
Notary Public Signature

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

This instrument was acknowledged before me on the 17th day of September 2021, by Dawn Cunningham.



Alicia Hamilton
Notary Public Signature

{W1060793.2}

EXHIBIT A

The approximately 112.2903 acres of land consisting of the 79.0723 acres of land more particularly described on the attached Exhibit A-1; the 1.18 acres of land more particularly described on the attached Exhibit A-2; the 17.038 acres of land more particularly described on the attached Exhibit A-3; the 10.00 acres of land more particularly described on the attached Exhibit A-4; and the 5.000 acres of land more particularly described on the attached Exhibit A-5.

EXHIBIT A-1

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE G.H. MALOIT SURVEY AND THE BENJAMIN F. HIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO HAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 705, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60# nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 10° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lillian Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fivola Dought by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: L = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: L = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: L = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 07°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.



EXHIBIT A-2

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 80 FEET (00') IN WIDTH, TOTALING 1.10 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 2B, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 86.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 768, PAGE 808, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHOY), LESS THAT CALLED 70.0723 ACRE TRACT SEVERED FROM SAID 86.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEU TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 840, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.10 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Foot, Reference Frame: NAD_83(2011) (Epoch: 2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with one stamped "KC ENC" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHOY), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 874, OFFICIAL, same being the southwest corner of that called 17.0818 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 767, Page 709, RPRHOY;

THENCE N 02° 19' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 19' 09" W, with the west line of said 17.0818 acre tract, 408.64 feet to a 1/2-inch iron rod found for the northwest corner of said 17.0818 acre tract, same being the westerly northwest corner of said 86.2767 acre tract, and POINT OF BEGINNING hereto;
- 2) N 02° 19' 09" W, 80.00 feet to a 1/2-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest reentrant corner of said 86.2767 acre tract and hereto, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/2-inch iron rod found on the west line of said 70.0723 acre tract, and being the northern corner hereto; and from which point, a 1/2-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 70.0723 acre tract bears N 02° 19' 09" W, 788.07 feet;

THENCE S 02° 19' 09" E, crossing said 86.2767 acre tract with said west line of 70.0723 acre tract, 80.00 feet to a 1/2-inch iron rod found on the south line of said 86.2767 acre tract, same being the north line of said 17.0818 acre tract, for a southwest corner of said 70.0723 acre tract and southeast corner hereto;

THENCE S 87° 46' 51" W, with the south line of said reentrant tract, and north line of said 17.0818 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.10 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Accuracy Survey 17677-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
10740 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
612-000-2230
Plan Registration No.: 10001700



Bryan D. Nowotko 12 November 2021
Bryan D. Nowotko Registered Professional Land Surveyor No. 6887 Date

EXHIBIT A-3

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an Iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch Iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHC.T.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 869.69 feet to a ½ inch Iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 78.0723 acre tract as described in Volume 1128, Page 849 O.P.R.,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 78.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch Iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.,T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 580.13 feet to a ½ inch Iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00 acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch Iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch Iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 160.23 pass a ½ inch Iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

{W1068793.2}

Exhibit A-3 – Page 1 of 1

City of Dripping Springs
 Resolution No. 2021-R33
 City of Dripping Springs
 MUD Creation & Operation Agreement

Dripping Springs MUD No. 1 Consent
 Page 13 of 18
 Dripping Springs MUD No. 1
 Page 45 of 51

EXHIBIT A-4

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE F. A. SHEDDEN LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southwest corner of that certain forty (40.00) acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 101, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Mason by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-0 nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the north boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the north boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: $r=15°12'13"$, $R=689.28$ feet, $T=91.99$ feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

{W1068793.2}

City of Dripping Springs
Resolution No. 2021-R33
City of Dripping Springs
MUD Creation & Operation Agreement

Exhibit A-4 - Page 1 of 2

Dripping Springs MUD No. 1 Consent
Page 14 of 18
Dripping Springs MUD No. 1
Page 46 of 51

May 25, 1909
Re: 10.00 acre tract
Page 2

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°49'13" W for 636.33 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


J. H. Galt
Surveyor
No. 22,000
State of Missouri
1909

Job 01646

Updated 9-3-93

EXHIBIT A-5

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEASUR IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. G. and Nora Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

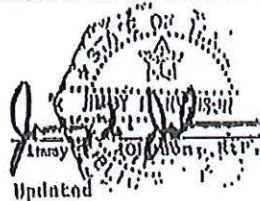
THENCE, along the east boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Elena Bennett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southeast corner of the above described Bennett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 302.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Surveyor of Hays County, Texas, No. 24010
Printed 9-3-93

Job #1651

EXHIBIT B

CERTIFICATE OF LIENHOLDER'S CONSENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

PlainCapital Bank, Texas state bank, being the lienholder on a portion of the land that is proposed to be included in Dripping Springs Municipal Utility District No. 1, as described by metes and bounds on the attached **Exhibit "1"**, hereby consents to the Petition for Creation of Dripping Springs Municipal Utility District No. 1 signed by Robert Mokhtarian, Individually; Robert Mokhtarian, Trustee for Edward Mokhtarian Trust; Robert Mokhtarian, Trustee for Edmund Mokhtarian; David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company; and Clinton D. Cunningham and Dawn Cunningham concerning such land.

WITNESS MY HAND effective as of the 10th day of SEPTEMBER, 2021.

PlainsCapital Bank, a Texas state bank

By: [Signature]
Printed Name: Tommy Ward
Title: Vice President
Date: 9-10-21

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was executed before me on this 10th day of September, 2021, by Tommy WARD, VICE PRESIDENT of PlainsCapital Bank, a Texas state bank, on behalf of said bank.



[Signature]
Notary Public Signature

EXHIBIT "1"

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an Iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch Iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch Iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N01°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N76°43'32"E, for a distance of 441.05 feet to a ½ inch Iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4268, Page 618 O.P.T.H.C.T.;

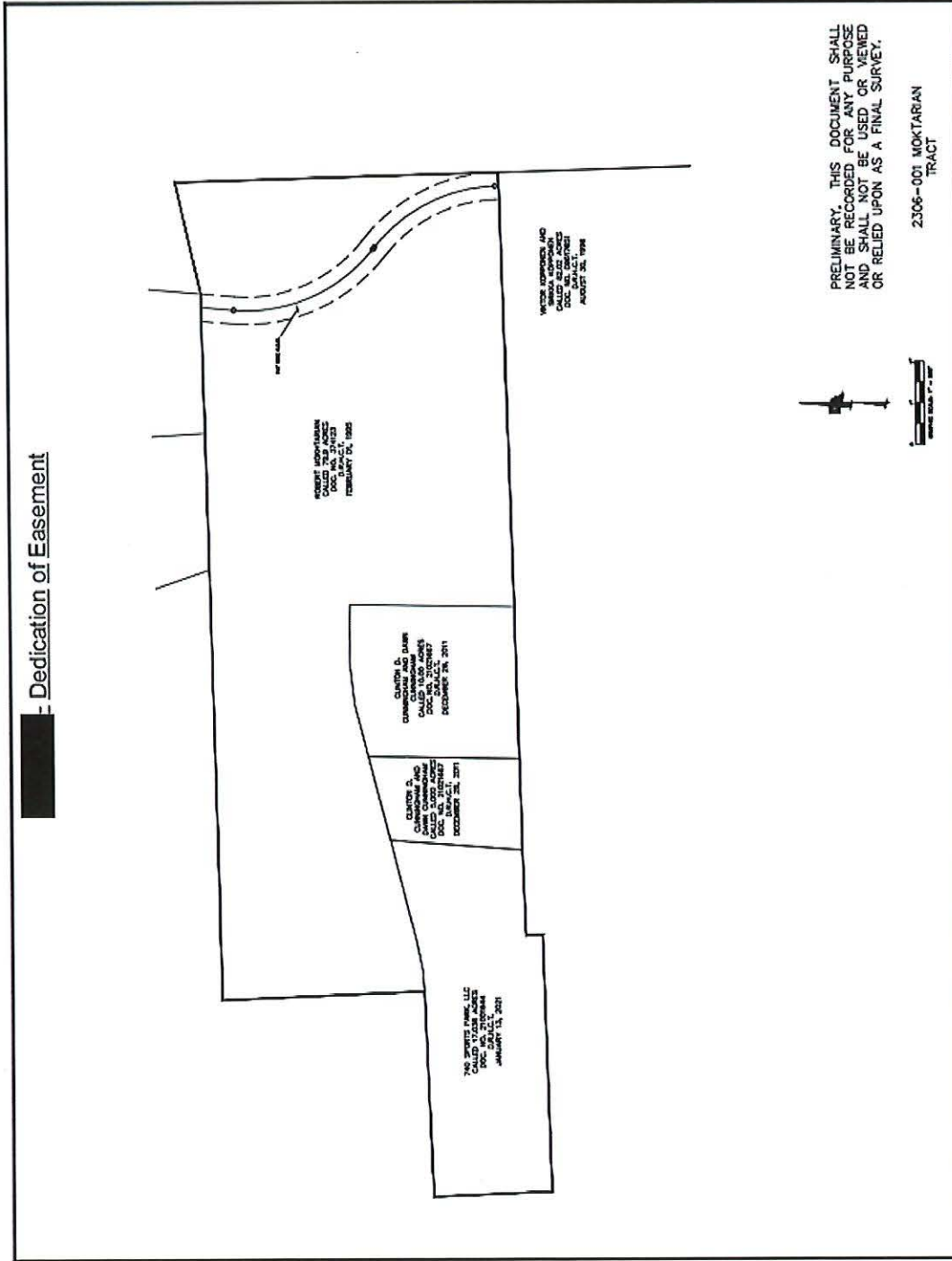
THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 580.13 feet to a ½ inch Iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00 acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch Iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch Iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch Iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

EXHIBIT D

Easement Dedications



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

2306-001 MOHTARIAN TRACT

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2021-41

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNERS APPROXIMATELY 111.1103 ACRES OF LAND INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Dripping Springs (“City”) is a Type-A, General Law municipality located in Hays County, Texas with the rights and privileges thereto; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex area adjacent to the municipality by petition of area landowners in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

WHEREAS, the City received a written petition from Clinton Cunningham and Dawn Cunningham requesting the voluntary annexation of the area described in Exhibit “A” on September 30, 2021; and

WHEREAS, the area identified in Exhibit “A”, 15 acres located in the P.A. Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City received a written petition from 740 Sports Park LLC, requesting the voluntary annexation of the area described in Exhibit “B” on October 1, 2021; and

WHEREAS, the area identified in Exhibit “B”, 17.038 acres located in the P.A Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City received a written from petition Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and as Trustee for Edmund Mokhtarian requesting the voluntary annexation of the area described in Exhibit “C” on October 12, 2021; and

WHEREAS, the area identified in Exhibit “C”, 79.0723 acres of the P.A. Smith League Survey, the C.H. Malott Survey and the Benjamin F. Mims Survey No. 8, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City Council granted the petitions and allowed City staff to proceed with negotiating the service agreement with the property owners, in accordance with Section 43.0672 of Texas Local Government Code; and

WHEREAS, the City Council conducted a public hearing and considered testimony regarding

the annexation of the property, in accordance with Section 43.0673 of Texas Local Government Code on October 19, 2021; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

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

1. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of Dripping Springs, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

2. ANNEXATION OF TERRITORY

- A. The property in the area described in Exhibit “A”, “B” and “C”, which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Dripping Springs, and is made an integral part, hereof.
- B. The official map and boundaries of the City of Dripping Springs are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City’s extraterritorial jurisdiction resulting from such annexation.
- C. An annexation agreement was executed prior to the annexation approval in accordance with Section 43.0672 of Texas Local Government Code and is attached hereto as part of Exhibit “A”, “B” and “C” and incorporated herein for all intents and purposes.
- D. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Dripping Springs and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

3. EFFECTIVE DATE

This ordinance is effective, and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

4. FILING

- A. The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B. The City Secretary is hereby instructed to have prepared maps depicting the new municipal

boundaries and extraterritorial jurisdiction.

- C. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.
- D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller’s Office.

5. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

6. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED this the 19th day of October 2021, by a vote of 3 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of the City of Dripping Springs, Texas.

THE CITY OF DRIPPING SPRINGS:



Bill Foulds Jr.

 Bill Foulds Jr.

ATTEST:

Andrea Cunningham

 Andrea Cunningham, City Secretary

EXHIBIT “A”

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.


The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: October 18, 2021.



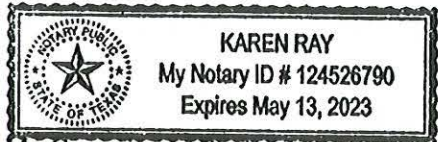
Clinton Cunningham



Dawn Cunningham

STATTE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on October 18 2021 by Clinton Cunningham and Dawn Cunningham.



My Commission Expires: _____



Notary Public, State of Texas

EXHIBIT A

Property Legal Description:

Tract 1:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SHERIDAN LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty (40.00) acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide increase and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Henson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-0 nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: $I=15^{\circ}12'13"$, $R=689.28$ feet, $T=91.99$ feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'56" E for 230.19 feet to an iron pin set for the northeast corner of the herein described tract.

May 25, 1989
Re: 10.00 acre tract
Page 2

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy L. Johnson, State of Texas, License #4018
Updated 9-3-93

Job #1646

Tract 2:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Hara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.


THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 60.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Fleola Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 302.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy L. Gibson, R.P.S. #74018
Updated 9-3-93

Job #1651

EXHIBIT “B”

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**


TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: 10/1, 2021.

740 Sports Park, LLC
A Texas limited liability company

By: 
Name: David Denbow
Title: Manager

STATTE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on October 1st, 2021 by David Denbow, Manager of 740 Sport Park, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

My Commission Expires: 11-16-2024

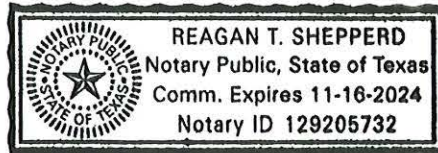


EXHIBIT A

Property Legal Description:

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N61°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

EXHIBIT “C”

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: 10/12, 2021.



Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian

STATTE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 10-12, 2021 by Robert Mokhtarian, Robert Mokhtarian Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian.

A. Valadez
Notary Public, State of California

My Commission Expires: 09-23-2024

See attached CA Acknowledgment
10-12-2021 A-V,

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

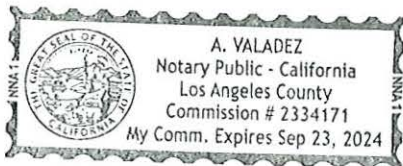
On 10-12-2021 before me, A. Valadez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Mokhtarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature A. Valadez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Petition Requesting Annexation of Territory

Title or Type of Document: _____ Document Date: 10-12-2021

Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT A

Property Legal Description:

Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60#D¹ nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fioela Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.


THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.



 JIMMY F. JOHNSON, R.P.L.S. #4018

Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 86.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 788, PAGE 808, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 86.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1462, Page 671, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.84 feet to a 1/4-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 86.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/4-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 86.2767 acre tract and herein, and
- 3) N 87° 48' 51" E, 859.70 feet to a 1/4-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/4-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 788.07 feet;

THENCE S 02° 13' 09" E, crossing said 86.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/4-inch iron rod found on the south line of said 86.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 48' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
16740 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-868-2238
Firm Registration No.: 10091700



Bryan D. Newsome 13 November 2017
Bryan D. Newsome Registered Professional Land Surveyor No. 5657 Date