



CITY COUNCIL WORKSHOP & REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, July 05, 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

WORKSHOP

Workshop items are for discussion only and no action will be taken.

- 1. Presentation and discussion regarding the Proposed Filed Municipal Budget for Fiscal Year 2023.**
- 2. Presentation and Discussion related to an Ordinance rezoning a 36.28-acre property from Commercial Services (CS) to Planned Development District with a base zoning of CS, with 25.38-acres of residential uses and approximately 5.8-acres of commercial uses, and approximately 5.1-acres of utility spaces, as amended by the ordinance language herein, for property located at the southwest corner of U.S. 290 and Roger Hanks Blvd., in the City of Dripping Springs, Texas, and commonly known as “New Growth”.
*Applicant: Isaac Karpay, New Growth Living***

- a. Applicant Presentation
- b. Staff Report
- c. Public Hearing
- d. Discussion

CITY COUNCIL REGULAR MEETING

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.

PROCLAMATIONS & PRESENTATIONS

- 3. Proclamation proclaiming the month of July, 2022, as "Parks & Recreation Month" in the City of Dripping Springs, Texas. Sponsor: Councilmember Sherrie Parks.**

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.

- 4. Approval of a Resolution Confirming to Consent to MUD Number 7 at Double L Ranch otherwise known as Anarene.**
- 5. Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Driftwood Subdivision Phase 1 Section 1 Wastewater Retrofit.**

BUSINESS AGENDA

- 6. Discuss and consider the Appointment of three (3) members to the Planning & Zoning Commission for terms ending June 30, 2024, and the Appointment of the Planning & Zoning Commission Chair for a term of one (1) year.**
- 7. Public hearing and consideration of AN2022-0001: an application to consider annexation for approximately 38.068 acres out of the Benjamin F. Hannah Survey, located at 2901 W US 290 for approximately half of the property known as the Hardy Tract. Applicant: Brian Estes, P.E., Civil and Environmental Consultants Inc.**

- a. Applicant Presentation
- b. Staff Report
- c. Public Hearing
- d. Annexation

8. Public hearing and consideration of ZA2022-0001: an application to consider a proposed zoning map amendment from Agriculture (AG) to Single Family Residential - Moderate Density (SF-2) for approximately 38.068 acres out of the Benjamin F. Hannah Survey, located at 2901 W US 290 for approximately half of the property known as the Hardy Tract. Applicant: Brian Estes, P.E., Civil and Environmental Consultants Inc.

- a. Applicant Presentation
- b. Staff Report
- c. Planning and Zoning Report
- d. Public Hearing
- e. Zoning Amendment

9. Discuss and consider approval of an extension for the Conditional Use Permit for Whim CUP #CUP2022-0003 for a tent at 27950 Ranch Road 12. Applicant: Jon Thompson, J Thompson Professional Consulting.

- a. Applicant Presentation
- b. Staff Report
- c. Public Hearing
- c. CUP Extension

10. Discuss and consider possible action regarding variance requests to the Dripping Springs Water Supply Corp for irrigation schedules and reduced water consumption at Sports and Recreation Park and Founders Memorial Park. Sponsor: Mayor Bill Foulds, Jr.

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.

11. Transportation Committee Report

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.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

July 12, 2022, at 5:00 p.m. (CC)

July 19, 2022, at 6:00 p.m. (CC)

July 26, 2022, at 5:00 p.m. (CC)

August 2, 2022, at 6:00 p.m. (CC & BOA)

Board, Commission & Committee Meetings

July 6, 2022, DSRP Board at 11:00 a.m.

July 11, 2022, TIRZ No. 1 & No. 2 Board at 4:00 p.m.

July 11, 2022, Founders Day Commission at 6:30 p.m.

July 12, 2022, Planning & Zoning Commission at 6:00 p.m.

July 13, 2022, Utility Commission at 4:00 p.m.

July 18, 2022, Parks & Recreation Commission at 6:00 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 **July 1, 2022, at 5:00 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.



City of Dripping Springs

JUL 01 2022

Rec'd by City Secretary

City of Dripping Springs Proposed Municipal Budget Fiscal Year 2022-2023

This budget will raise more total property taxes than last year's budget by \$71,645.31, which is 3.5%, and of that amount \$369,281.03 is tax revenue to be raised from new property added to the tax roll this year.

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed	Item # 1.
CITY - GENERAL FUND						
Balance Forward	1,573,178.86	1,606,121.36	32,942.50	1,606,121.36	2,675,226.48	
Revenue						
AD Valorem	1,983,491.97	1,983,491.97		2,047,008.72	2,118,654.02	
AV P&I	4,000.00	4,000.00		8,049.50	4,000.00	
Sales Tax	3,796,125.70	3,796,125.70		4,000,000.00	3,800,000.00	
Mixed Beverage	60,000.00	60,000.00		85,000.00	75,000.00	
Alcohol Permits	7,085.00	7,085.00		7,085.00	6,852.50	
Fire Inspections	10,000.00	10,000.00		50,000.00	50,000.00	
Bank Interest	40,000.00	40,000.00		85,000.00	50,000.00	
Development Fees:						
- Subdivision	656,006.25	656,006.25		1,000,000.00	890,750.00	
- Site Dev	239,108.41	239,108.41		367,986.99	400,000.00	
- Zoning/Signs/Ord	65,000.00	65,000.00		98,000.00	65,000.00	
Building Code	1,500,000.00	1,500,000.00		2,150,000.00	1,500,000.00	
Transportation	-	-				
Solid Waste	40,000.00	40,000.00		40,000.00	45,000.00	
Health Permits/Inspections	60,000.00	60,000.00		95,000.00	75,000.00	
Municipal Court	250.00	250.00		250.00	1,000.00	
Other Income	40,000.00	40,000.00		40,000.00	40,000.00	
TXF from Capital Improvements	300,000.00	324,000.00	24,000.00	-		
TXF DSRP On Call	10,400.00	10,400.00		10,400.00	10,400.00	
TXF from HOT	4,305.00	4,305.00		4,305.00	2,404.33	
TXF from WWU					4,066.66	
TXF from TIRZ				127,102.00		
FEMA	-	-		5,292.38		
CARES Act	-	-				
Coronavirus Local Fiscal Recovery Funds (CLFRF)	707,181.10	707,181.10		708,578.71	-	
Total	11,096,132.29	11,153,074.79	56,942.50	12,535,179.66	11,813,354.00	
Expense						
Supplies	25,000.00	25,000.00		25,000.00	30,000.00	
Office IT Equipment and Support	70,890.00	70,890.00		70,890.00	101,090.00	
Software Purchase, Agreements and Licenses	165,142.00	183,888.00	18,746.00	184,000.00	200,013.00	
Website	6,625.00	6,625.00		6,625.00	6,625.00	
Communications Network/Phone	31,000.00	31,000.00		31,000.00	36,830.84	
Miscellaneous Office Equipment	6,000.00	6,000.00		6,000.00	6,000.00	
Utilities:						
- Street Lights	20,000.00	20,000.00		20,000.00	20,000.00	
- Streets Water	4,000.00	4,000.00		3,500.00	4,000.00	
- Office Electric	4,500.00	4,500.00		5,000.00	5,500.00	
- Office Water	650.00	650.00		650.00	650.00	
- Stephenson Electric	1,500.00	1,500.00		1,200.00	1,500.00	
- Stephenson Water	500.00	500.00		500.00	500.00	
Transportation:						
- Improvement Projects	775,000.00	775,000.00		400,000.00	1,096,332.00	
- Street & ROW Maintenance	184,250.00	184,250.00		184,250.00	204,050.00	
- Street Improvements	592,087.25	592,087.25		592,087.25	400,000.00	
Office Maintenance/Repairs	11,060.00	11,060.00		11,060.00	18,510.00	
Stephenson Building & Lawn Maintenance	5,500.00	5,500.00		2,000.00	6,000.00	
Maintenance Equipment	47,878.00	47,878.00		47,878.00	97,500.00	
Equipment Maintenance	3,000.00	3,000.00		3,000.00	5,500.00	
Maintenance Supplies	4,600.00	4,600.00		4,600.00	5,100.00	
Fleet Acquisition	196,700.00	196,700.00		196,700.00	110,000.00	
Fleet Maintenance	18,800.00	28,800.00	10,000.00	28,800.00	44,180.00	
City Hall Improvements	5,000.00	5,000.00		5,000.00	300,000.00	
Uniforms	7,760.00	7,760.00		7,760.00	12,320.00	6

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed	Item # 1.
Special Projects:						
- Family Violence Ctr	7,000.00	7,000.00		7,000.00	7,000.00	
- Lighting Compliance	2,000.00	2,000.00		2,000.00	2,000.00	
- Economic Development	10,000.00	10,000.00		10,000.00	5,000.00	
- Records Management	1,220.00	1,220.00		720.00	1,220.00	
- Government Affairs	-	-			60,000.00	
- Stephenson Parking Lot Improvements	-	-				
- Stephenson Building Rehabilitation	14,000.00	14,000.00		14,000.00	10,000.00	
- OFR Grant Writer	7,500.00	7,500.00		-	-	
- Planning Consultant	175,000.00	175,000.00		175,000.00	250,000.00	
- Land Acquisition	10,000.00	10,000.00			10,000.00	
- Downtown Bathroom	100,000.00	100,000.00			200,000.00	
- City Hall Planning					30,000.00	
Public Safety:						
- Emergency Management Equipment	50,970.00	50,970.00		50,970.00	42,690.00	
- Emergency Equipment Fire & Safety	2,118.00	2,118.00		1,500.00	611.00	
- Emergency Mgt PR	2,000.00	2,000.00		2,000.00	2,000.00	
- Emergency Equipment Maintenance & Service	5,860.00	5,860.00		5,860.00	11,702.00	
- Emergency Management Other					30,000.00	
- Animal Control	3,400.00	3,400.00		3,400.00	3,400.00	
Public Relations	7,488.00	8,988.00	1,500.00	8,988.00	5,200.00	
Postage	3,200.00	3,200.00		3,200.00	3,200.00	
TML Insurance:						
- Liability	20,850.00	20,850.00		20,850.00	25,000.00	
- Property	34,646.00	34,646.00		39,000.00	41,000.00	
- Workers' Comp	25,000.00	25,000.00		25,000.00	25,000.00	
Dues, Fees, Subscriptions	30,000.00	30,000.00		30,000.00	41,337.95	
Public Notices	6,000.00	6,000.00		6,000.00	6,000.00	
City Sponsored Events	5,000.00	5,000.00		5,000.00	5,000.00	
Election	8,000.00	8,000.00		1,000.00	8,000.00	
Salaries	2,249,643.70	2,263,243.70	13,600.00	2,065,000.00	2,644,355.85	
Taxes	180,413.74	181,706.14	1,292.40	165,352.59	211,365.22	
Benefits	238,768.10	238,768.10		217,278.97	278,432.53	
Retirement	133,118.97	133,118.97		121,138.26	158,168.37	
DSRP Salaries	376,654.59	376,654.59		350,000.00	515,070.52	
DSRP Taxes	30,032.28	30,032.28		27,930.02	41,172.17	
DSRP Benefits	54,436.25	54,436.25		50,625.71	73,155.45	
DSRP Retirement	19,323.28	19,323.28		19,000.00	29,210.32	
Professional Services:						
- Financial Services	115,000.00	115,000.00		28,000.00	35,000.00	
- Engineering	70,000.00	94,000.00	24,000.00	94,000.00	70,000.00	
- Special Counsel and Consultants	59,000.00	44,107.60	(14,892.40)	44,107.60	55,800.00	
- Muni Court	15,500.00	15,500.00		15,500.00	15,500.00	
- Bldg. Inspector	750,000.00	750,000.00		1,720,000.00	750,000.00	
- Fire Inspector				40,000.00	40,000.00	
- Health Inspector	50,000.00	50,000.00		70,000.00	50,000.00	
- Architectural and Landscape Consultants	5,000.00	5,000.00		4,000.00	5,000.00	
- Historic District Consultant	3,500.00	3,500.00		3,500.00	3,500.00	
- Lighting Consultant	1,000.00	1,000.00		1,000.00	1,000.00	
- Human Resource Consultant	10,000.00	10,000.00		12,500.00	15,000.00	
Training/CE	83,623.90	83,623.90		83,623.90	92,892.04	
Code Publication	5,350.00	5,350.00		7,500.00	8,000.00	
Mileage	2,000.00	2,000.00		1,500.00	2,000.00	
Miscellaneous Office Expense	10,000.00	10,000.00		10,000.00	10,000.00	
Bad Debt Expense	5,000.00	5,000.00		-	-	
Contingencies/Emergency Fund	50,000.00	50,000.00		35,000.00	50,000.00	
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	56,146.39	56,146.39	60,000.00		7

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed	Item # 1.
TXF to Reserve Fund	200,000.00	200,000.00		300,000.00	300,000.00	
TXF AV to TIF	200,244.23	200,244.23		207,963.66	437,849.40	
TXF to TIRZ	250,000.00	250,000.00		250,000.00	-	
Sales Tax TXF to WWU	759,225.14	759,225.14		800,000.00	760,000.00	
SPA & ECO D TXF	218,656.84	218,656.84		230,400.00	218,880.00	
TXF to DSRP	75,000.00	178,000.00	103,000.00	178,000.00	275,884.04	
TXF to Capital Improvement Fund	-	-				
TXF to Vehicle Replacement Fund	25,462.00	25,462.00		25,462.00	32,725.00	
TXF to WWU	-	155,721.00	155,721.00	155,721.00		
TXF to Founders Day	-	13,000.00	13,000.00	13,000.00		
TXF to Farmers Market				3,657.83	15,249.56	
Total	8,964,647.27	9,346,760.66	382,113.39	9,659,749.79	10,732,772.26	
PARKS - GENERAL FUND						
Revenue						
Sponsorships and Donations	7,800.00	10,496.00	2,696.00	5,000.00	2,000.00	
City Sponsored Events	1,227.00	1,227.00		-	3,000.00	
Programs and Events	5,000.00	18,800.00	13,800.00	12,500.00	8,000.00	
Community Service Permit Fees	4,400.00	4,400.00		1,500.00	1,800.00	
Aquatics Program Income	85,800.00	85,800.00		27,000.00	29,400.00	
Pool and Pavilion Rental	16,800.00	16,800.00		2,500.00	16,950.00	
Park Rental Fees	5,350.00	5,350.00		5,350.00	5,950.00	
Reimbursement of Utility Costs	8,000.00	8,000.00		2,014.95	-	
TXF from HOT Fund	2,000.00	2,000.00		-	159,000.00	
TXF from Parkland Dedication	113,462.80	113,462.80		111,462.80	107,000.00	
TXF from Parkland Development	111,731.40	121,731.40	10,000.00	5,832.00		
TXF from Landscaping Fund	4,000.00	4,000.00		4,000.00	1,000.00	
TXF from Contingency Funds	-	-				
TXF from DSRP	-	-				
TXF from CLFRF	-			-	160,570.49	
Total Revenue	365,571.20	392,067.20	26,496.00	177,159.75	494,670.49	
Expense						
Other	11,500.00	11,500.00		11,500.00	11,500.00	
Park Consultants	-	10,000.00	10,000.00	11,012.00	10,000.00	
Dues Fees and Subscriptions	1,337.50	1,337.50		2,275.00	1,464.50	
Advertising & Marketing	6,500.00	6,500.00		7,000.00	11,250.00	
DS Ranch House Furniture & Equipment	-	-			-	
Total Other	19,337.50	29,337.50	10,000.00	31,787.00	34,214.50	
Public Improvements						
All Parks	-	32,942.50	32,942.50	32,942.50	6,500.00	
Triangle Improvement	2,000.00	2,000.00		-	9,000.00	
Rathgeber Improvements	-	-			100,000.00	
Founders Park	67,731.40	67,731.40		67,731.40	144,410.00	
Founders Pool					1,500.00	
Skate Park					75,000.00	
S & R Park	-	-			150,000.00	
Charro Ranch Park	1,800.00	1,800.00		1,800.00	1,000.00	
DS Ranch Park	-	-				
Total Improvements	71,531.40	104,473.90	32,942.50	102,473.90	487,410.00	
Utilities						
Portable Toilets	5,000.00	5,000.00		7,800.00	7,250.00	
Triangle Electric	500.00	500.00		500.00	500.00	
Triangle Water	500.00	500.00		500.00	1,000.00	
S&R Park Water	14,500.00	14,500.00		13,000.00	13,000.00	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed	Item # 1.
SRP Electric	1,200.00	2,500.00	1,300.00	3,250.00	2,500.00	
FMP Pool/ Pavilion Water	6,000.00	6,000.00		6,000.00	6,000.00	
FMP Pool//Electricity	4,500.00	4,500.00		7,250.00	7,250.00	
Pool Phone/Network	1,500.00	1,500.00		1,675.00	1,650.00	
FMP Pool Propane	20,000.00	20,000.00		15,000.00	20,000.00	
DS Ranch Park Electricity	500.00	500.00		-	-	
DS Ranch Park Phone/Network	500.00	500.00		-	-	
DS Ranch Park Septic	-	-			-	
Total Utilities	54,700.00	56,000.00	1,300.00	54,975.00	59,150.00	
Maintenance						
General Maintenance (All Parks)	1,000.00	1,000.00		1,000.00	1,000.00	
Trail Washout repairs	-	-			-	
Equipment Rental	1,000.00	1,000.00		1,000.00	1,000.00	
Founders Pool	28,240.00	28,240.00		6,000.00	16,000.00	
Founders Park	-	-		22,240.00	50,740.00	
Skate Park Maintenance					500.00	
S&R	51,920.00	56,519.00	4,599.00	56,519.00	31,420.00	
Charro Ranch Park	7,700.00	7,700.00		7,700.00	7,250.00	
Triangle/ Veteran's Memorial Park	700.00	700.00		700.00	700.00	
DSRP	-	-			-	
Rathgeber Maintenance	-	-		-	900.00	
Total Maintenance	90,560.00	95,159.00	4,599.00	95,159.00	109,510.00	
Supplies						
General Parks	3,000.00	3,000.00		3,000.00	8,550.00	
Charro Ranch Supplies		1,500.00		1,500.00	1,500.00	
Founders Park Supplies	43,375.00	43,375.00		43,375.00		
Founders Pool Supplies	-	-			24,705.00	
Program and Events	1,500.00	13,740.00	12,240.00	5,190.00	20,050.00	
DSRP & Ranch House Supplies	-	-				
S&R Supplies	400.00	400.00		400.00	400.00	
Total Supplies	48,275.00	62,015.00	12,240.00	53,465.00	55,205.00	
Program Staff						
Camp Staff	-	-			-	
Program Event Staff	2,500.00	2,500.00		2,500.00	13,400.00	
Aquatics Staff	70,591.24	70,591.24		70,591.24	77,043.15	
Total Staff Expense	73,091.24	73,091.24		73,091.24	90,443.15	
Total Parks Expenditures	357,495.14	420,076.64	61,081.50	410,951.14	835,932.65	
FOUNDERS DAY - GENERAL FUND						
Balance Fwd.	19,313.52	19,313.52		19,313.52	33,588.01	
Revenue						
Craft booths/Business Booths	6,500.00	6,500.00		6,255.81	6,250.00	
Food booths	1,100.00	1,100.00		1,312.50	1,100.00	
BBQ cookers	4,600.00	4,600.00		4,837.50	4,600.00	
Carnival	9,500.00	9,500.00		13,585.46	10,000.00	
Parade	3,750.00	3,750.00		3,975.00	3,750.00	
Sponsorship	70,000.00	70,000.00		85,750.00	82,500.00	
Parking concession	1,700.00	1,700.00		3,299.22	1,700.00	
Electric	2,400.00	2,400.00		3,100.00	3,000.00	
Misc.	-	-				
TXF from General Fund	-	13,000.00	13,000.00	13,000.00		
Total	118,863.52	131,863.52	13,000.00	154,429.01	146,488.01	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed	Item # 1.
Expense						
Publicity	8,500.00	8,500.00		9,551.14	9,500.00	
Porta-Potties	7,150.00	7,150.00		10,019.00	12,000.00	
Security	20,000.00	33,000.00	13,000.00	41,967.98	32,500.00	
Health, Safety & Lighting					15,500.00	
Transportation					4,500.00	
Barricades/Traffic Plan	19,874.00	19,874.00		14,819.72	19,000.00	
Bands/Music/Sound	15,000.00	15,000.00		13,950.00	22,500.00	
Clean Up	5,060.00	5,060.00		5,500.00	5,500.00	
FD Event Supplies	7,000.00	7,000.00		4,538.38	5,000.00	
Sponsorship	5,000.00	5,000.00		5,551.97	6,000.00	
Parade	650.00	650.00		815.12	650.00	
Tent, Tables & Chairs	4,500.00	4,500.00		6,671.08	4,000.00	
Electricity	1,800.00	1,800.00		1,843.34	1,800.00	
FD Electrical Setup	4,600.00	4,600.00		-	4,600.00	
Contingencies	416.00	416.00		5,613.27	3,438.01	
Total expenses	99,550.00	112,550.00	13,000.00	120,841.00	146,488.01	
Balance Fwd.	19,313.52	19,313.52	-	33,588.01	-	

CONSOLIDATED GENERAL FUND

Revenue

City	11,096,132.29	11,153,074.79	56,942.50	12,535,179.66	11,813,354.00
Parks	365,571.20	392,067.20	26,496.00	177,159.75	494,670.49
Founders	118,863.52	131,863.52	13,000.00	154,429.01	146,488.01
Total	11,580,567.01	11,677,005.51	96,438.50	12,866,768.42	12,454,512.50

Expense

City	8,964,647.27	9,346,760.66	382,113.39	9,659,749.79	10,732,772.26
Parks	357,495.14	420,076.64	61,081.50	410,951.14	835,932.65
Founders	99,550.00	112,550.00	13,000.00	120,841.00	146,488.01
Total Expense	9,421,692.41	9,879,387.30	456,194.89	10,191,541.93	11,715,192.92
Balance Fwd.	2,158,874.60	1,797,618.21	(359,756.39)	2,675,226.48	739,319.58

DRIPPING SPRINGS FARMERS MARKET

Balance Forward	21,835.14	57,773.34	35,938.20	57,773.34	44,678.06
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Revenue

FM Sponsor	1,000.00	5,000.00	4,000.00	3,445.00	5,000.00
Grant Income	1,000.00	1,000.00		1,000.00	1,000.00
Booth Space	42,000.00	42,000.00		42,000.00	54,600.00
Applications	2,650.00	1,000.00	(1,650.00)	1,000.00	750.00
Membership Fee	-	1,650.00	1,650.00	-	2,600.00
Interest Income	500.00	500.00		85.00	200.00
Market Event/Merch.	500.00	1,000.00	500.00	1,000.00	1,000.00
Transfer from General Fund				3,657.83	15,249.56
Total	69,485.14	109,923.34	40,438.20	109,961.17	125,077.62

Expense

Advertising	2,600.00	2,600.00		2,600.00	3,000.00
Market Manager	36,884.80	36,884.80		39,195.64	52,679.65
Market Specialist	-	-		1,672.65	
Payroll Tax Expense	3,073.69	3,073.69		3,265.77	4,281.99
DSFM Benefits	7,608.13	7,608.13		8,602.54	8,125.04
Retirement	2,213.09	2,213.09		2,373.59	3,173.95
Entertainment& Activities	1,000.00	1,000.00		1,300.00	3,000.00
Dues Fees & Subscriptions	200.00	200.00		200.00	200.00
Market Event	500.00	500.00		-	500.00
Training	200.00	200.00		-	200.00

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed	Item # 1.
Office Expense	100.00	100.00		50.00	300.00	
Supplies Expense	400.00	3,845.00	3,445.00	4,350.00	4,000.00	
Network & Phone				247.92	252.00	
Other Expense	200.00	200.00		1,425.00	2,600.00	
Capital Fund	-	-			-	
Contingency Fund	500.00	500.00			500.00	
Transfer to Reserve Fund					35,000.00	
Total Expense	55,479.71	58,924.71	3,445.00	65,283.11	117,812.63	
Balance Forward	14,005.43	50,998.63	36,993.20	44,678.06	7,264.99	
PARKLAND DEDICATION FUND						
Balance Forward	113,774.72	113,774.72		113,774.72	109,522.41	
Revenue						
Parkland Fees	-	-		107,210.49	-	
Total Revenue	113,774.72	113,774.72		220,985.21	109,522.41	
Expense						
Park Improvements	113,462.80	113,462.80		111,462.80	107,000.00	
TXF to AG Facility	-	-				
Master Naturalists	-	-				
Total Expenses	113,462.80	113,462.80		111,462.80	107,000.00	
Balance Forward	311.92	311.92		109,522.41	2,522.41	
PARKLAND DEVELOPMENT FUND						
Balance Forward	-	-		-	-	
Revenue						
Parkland Development Fees	161,000.00	161,000.00		5,832.00		
Total Revenue	161,000.00	161,000.00		5,832.00	-	
Expense						
Transfer to Parks	111,731.40	121,731.40	10,000.00	5,832.00		
Total Expenses	111,731.40	121,731.40	10,000.00	5,832.00	-	
Balance Forward	49,268.60	39,268.60		-	-	
AG FACILITY FUND						
Balance Fwd.	-	-		-	-	
Revenue						
Ag Facility Fees	37,065.00	37,065.00		875.00	47,495.00	
Total Revenues	37,065.00	37,065.00		875.00	47,495.00	
Expense						
TXF to DSRP	37,065.00	37,065.00		875.00	47,495.00	
Total Expense	37,065.00	37,065.00		875.00	47,495.00	
Balance Fwd.	-	-		-	-	
LANDSCAPING FUND						
Balance Fwd.	108,260.55	108,260.55		108,260.55	468,342.55	
Revenue						
Tree Replacement Fees	-	-		371,340.00		
Total Revenues	108,260.55	108,260.55		479,600.55	468,342.55	
Expense						
Sports and Rec Park	2,000.00	2,000.00		2,000.00	-	
DSRP	-	-				
FMP	2,000.00	2,000.00		2,000.00	-	
Charro	1,000.00	1,000.00		1,000.00	1,000.00	11

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed	Item # 1.
Historic Districts	3,850.00	3,958.00	108.00	3,958.00	25,000.00	
Professional Services	2,000.00	2,000.00		-	-	
City Hall Lawn and Tree Maintenance	1,300.00	1,300.00	2,300.00	2,300.00	2,300.00	
Total Expense	12,150.00	12,258.00	2,408.00	11,258.00	28,300.00	
Balance Fwd.	96,110.55	96,002.55	(2,408.00)	468,342.55	440,042.55	
SIDEWALK FUND						
Balance Fwd.	16,056.00	16,056.00		16,056.00	16,056.00	
Revenue						
Fees	-	-		-	-	
Total Revenues	16,056.00	16,056.00		16,056.00	16,056.00	
Expense						
Expense	16,056.00	16,056.00		-	-	
Total Expense	16,056.00	16,056.00		-	-	
Balance Fwd.	-	-		16,056.00	16,056.00	
DRIPPING SPRINGS RANCH PARK OPERATING FUND						
Balance Forward	2,101.84	2,101.84		63,118.23	107,863.54	
Revenue						
Stall Rentals	39,200.00	39,200.00		40,103.19	37,200.00	
RV/Camping Site Rentals	19,000.00	19,000.00		28,000.00	19,000.00	
Facility Rentals	135,500.00	135,500.00		135,000.00	113,500.00	
Equipment Rental	5,000.00	5,000.00		2,500.00	6,000.00	
Sponsorships & Donations	136,275.00	52,275.00	(84,000.00)	16,250.00	52,275.00	
Merchandise Sales	21,300.00	21,300.00		17,162.00	21,065.20	
Riding Permits	10,000.00	10,000.00		10,000.00	9,500.00	
Staff & Misc. Fees	4,000.00	4,000.00		4,000.00	4,000.00	
Cleaning Fees	25,000.00	25,000.00		25,000.00	25,000.00	
General Program and Events:	84,275.00	-	(84,275.00)			
- Riding Series	-	84,000.00	84,000.00	65,000.00	82,000.00	
- Coyote Camp	-	74,925.00	74,925.00	80,000.00	137,000.00	
- Misc. Events	-	9,350.00	9,350.00	9,350.00	2,000.00	
- Programing					15,100.00	
- Concert Series						
Other Income	4,000.00	4,000.00		625.00	500.00	
Interest	600.00	600.00		1,000.00	600.00	
TXF from Ag Facility	37,065.00	37,065.00		875.00	47,495.00	
TXF from HOT	253,501.87	335,701.87	82,200.00	335,701.87	395,000.00	
TXF for RV/ Parking Lot HOT	-	47,800.00	47,800.00	47,800.00		
TXF from General Fund	75,000.00	178,000.00	103,000.00	178,000.00		
TXF from Landscape Fund	-	-				
TXF from General Fund CLFRF	-	-	-		275,884.04	
Total Revenue	851,818.71	1,084,818.71	233,000.00	1,059,485.29	1,350,982.78	
Expense						
Advertising	-	-			17,750.00	
Office Supplies	10,000.00	10,000.00		7,500.00	10,000.00	
Postage	100.00	100.00		30.00	-	
DSRP On Call	10,400.00	10,400.00		10,400.00	10,400.00	
Camp Staff	64,054.20	64,054.20		64,054.20	108,246.48	
Network and Communications	56,304.00	56,304.00		61,500.00	11,316.40	
Co-Sponsored Events	34,800.00	5,050.00	(29,750.00)	5,050.00	7,900.00	
Sponsorship Expenses	-	2,050.00	2,050.00	750.00	2,100.00	
Supplies and Materials	21,000.00	21,000.00		21,000.00	25,500.00	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed	Item # 1.
Ranch House Supplies	1,000.00	1,000.00		2,000.00	1,000.00	
Dues, Fees and Subscriptions	9,561.94	9,561.94		20,000.00	5,127.50	
Mileage	500.00	500.00		500.00	500.00	
Equipment	26,922.00	26,922.00		3,000.00	294,250.00	
House Equipment	-	-				
Equipment Rental	2,000.00	2,000.00		1,000.00		
Equipment Maintenance	16,000.00	16,000.00		20,000.00		
Portable Toilets	5,953.40	5,953.40		1,000.00	2,500.00	
Electric	60,000.00	60,000.00		82,000.00	60,000.00	
Water	7,000.00	7,000.00		10,250.00	7,000.00	
Septic	750.00	750.00		750.00	750.00	
Propane/Natural Gas	2,500.00	2,500.00		6,500.00	2,500.00	
On Call Phone	2,060.00	2,060.00		2,060.00	501.60	
Alarm	1,112.40	1,112.40		2,175.00	6,660.00	
Stall Cleaning & Repair	2,000.00	2,000.00		1,200.00	4,000.00	
Training and Education	400.00	400.00		400.00	9,500.00	
General Program and Events:	13,950.00	-	(13,950.00)			
- Riding Series	-	32,000.00	32,000.00	32,000.00	32,000.00	
- Coyote Camp	-	8,250.00	8,250.00	13,250.00	16,000.00	
- Misc. Events	-	6,400.00	6,400.00	6,400.00	700.00	
- Programing					8,000.00	
- Concert Series						
Other Expense	20,000.00	20,000.00		20,000.00	20,000.00	
Improvements	151,500.00	316,700.00	165,200.00	316,700.00	345,000.00	
Tree Planting	-	-				
Contingencies	50,000.00	50,000.00		30,000.00	50,000.00	
Fleet Acquisition	15,000.00	15,000.00		15,000.00	-	
Fleet Maintenance	2,500.00	2,500.00		2,500.00	5,500.00	
General Maintenance and Repair	96,828.92	111,828.92	15,000.00	86,828.92	184,800.00	
Grounds and General Maintenance	21,690.00	21,690.00		21,690.00	21,690.00	
House Maintenance	1,000.00	1,000.00		6,000.00	10,000.00	
HCLE	13,200.00	13,200.00		13,200.00	13,200.00	
Merchandise	11,402.63	11,402.63		11,402.63	10,500.00	
RV/Parking Lot	-	47,800.00	47,800.00	47,800.00		
TXF to Vehicle Replacement Fund	5,731.00	5,731.00		5,731.00	5,962.00	
Total Expenses	737,220.49	970,220.49	233,000.00	951,621.75	1,310,853.98	
Total Bal Fwd.	114,598.22	114,598.22	-	107,863.54	40,128.80	
HOTEL OCCUPANCY TAX FUND						
Balance Fwd.	119,311.87	182,111.87	62,800.00	261,319.95	213,952.08	
Revenues						
Hotel Occupancy Tax	500,000.00	600,000.00	100,000.00	700,000.00	700,000.00	
Interest	1,500.00	1,500.00		120.00	240.00	
Total	620,811.87	783,611.87	162,800.00	961,439.95	914,192.08	
Expenses						
Advertising	3,505.00	3,505.00		3,505.00	2,100.00	
Christmas Lighting Displays	15,000.00	15,000.00		12,176.00	45,000.00	
City Sponsored Events	-	-				
Historic Districts Marketing	2,800.00	2,800.00		2,800.00	2,800.00	
Signage	28,800.00	28,800.00		28,800.00	11,560.00	
Arts					20,000.00	
Lighting					150,000.00	
Dues and Fees	8,000.00	8,000.00		7,500.00	8,000.00	
TXF to Debt Service	89,505.00	89,505.00		89,505.00	91,600.00	
RV/ Parking Lot	-	47,800.00	47,800.00	47,800.00		
TXF to General Fund	-	-			2,400.00	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed	Item # 1.
TXF to Event Center	253,501.87	335,701.87	82,200.00	335,701.87	395,000.00	
Grants	219,700.00	219,700.00		219,700.00	291,198.00	
Total expenses	620,811.87	750,811.87	130,000.00	747,487.87	1,019,662.33	
Balance Fwd.	-	32,800.00	32,800.00	213,952.08	(105,470.25)	

WASTEWATER UTILITY FUND

Balance Fwd.	7,626,168.13	7,651,168.13	25,000.00	6,295,794.18	6,524,007.32	
Revenue						
TXF from TWDB	6,520,000.00	6,520,000.00		289,000.00	4,420,000.00	
Wastewater Service	945,095.04	945,095.04		1,202,123.09	1,285,365.12	
Late Fees/Rtn check fees	9,480.00	9,480.00		17,481.99	9,600.00	
Portion of Sales Tax	759,225.14	759,225.14		800,000.00	760,000.00	
Delayed Connection Fees	157,850.00	157,850.00		34,628.57	5,000.00	
Line Extensions	-	-				
Solid Waste	-	-				
PEC	130,000.00	130,000.00		150,000.00	130,000.00	
ROW Fees	6,000.00	6,000.00		6,000.00	6,000.00	
Cable	130,000.00	130,000.00		150,000.00	130,000.00	
TX Gas Franchise Fees	3,000.00	3,000.00		3,609.11	3,000.00	
Transfer fees	9,600.00	9,600.00		9,205.71	9,000.00	
Over use fees	134,550.60	134,550.60		109,058.62	150,000.00	
Reuse Fees	-	-				
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		2,000.00	60,000.00	
Interest	50,000.00	50,000.00		70,000.00	50,000.00	
Other Income	35,000.00	35,000.00		35,000.00	35,000.00	
Water Income	-	-				
Developer Reimbursed Costs				402,565.00	2,175,000.00	
TXF from General Fund	-	155,721.00	155,721.00	155,721.00		
Total Revenues	16,575,968.91	16,756,689.91	180,721.00	9,732,187.27	15,751,972.44	

Expense

Administrative and General Expense:

- Administrative/Billing Expense	47,000.00	47,000.00		67,000.00	66,000.00	
- Legal Fees	35,000.00	35,000.00		50,000.00	50,000.00	
- Auditing	10,000.00	10,000.00		10,000.00	10,000.00	
- Regulatory Expense	3,500.00	3,500.00		4,125.00	4,250.00	
- Planning and Permitting	50,000.00	50,000.00		60,000.00	7,500.00	
- Software	-	34,221.00	34,221.00	34,221.00	3,046.00	
- IT Equipment & Support					5,640.00	
Engineering:						
- Engineering & Surveying	-	-				
- Construction Phase Services HR TEFS 1873-001	30,000.00	30,000.00		-	35,000.00	
- Misc. Planning/Consulting 1431-001	20,000.00	20,000.00		41,500.00	20,000.00	
- 2nd Amendment CIP 1881-001	12,500.00	17,000.00	4,500.00	10,230.00	30,000.00	
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		2,000.00	15,000.00	
- Water Planning 1982-001	15,000.00	15,000.00		2,100.00	15,000.00	
- FM 150 WWU Line 1989-001	60,000.00	60,000.00		2,000.00	60,000.00	
- Parallel West Interceptor Design& Cost	-	-				
- Caliterra Plan Review & construction Phase Services 1873-001	35,000.00	35,000.00		11,919.00	35,000.00	
- HR Treated Effluent Fill Station 1873-001	30,000.00	30,000.00				
- TLAP Renewal application 1732-001	-	-		36,477.00	50,000.00	
- Arrowhead PR & Const. Phase Services - 1967-001				4,255.00	10,000.00	
- Heritage PID PR & Cons. Phase Services - 1734-001				55,965.00	75,000.00	
- Double L Planning & Const. Phase Services - 1743-001				17,788.00	50,000.00	
- Cannon Tract - 1842-001				21,798.00	40,000.00	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed	Item # 1.
- Driftwood 522 PR & Const. Phase Services - 1900-001				73,097.00	60,000.00	
- Big Sky PR & Const Phase Services - 1913-001				24,834.00	60,000.00	
- Driftwood Creek PR & Const Phase Services - 1917-001				55,327.00	45,000.00	
- Cannon/Cynosure/Double L Water CCN App. - 2007-001				7,498.00	5,000.00	
- Cynosure-Wild Ridge - 2009-001				11,400.00	20,000.00	
- TLAP Renewal application						
Dues, Fees and Subscriptions	-	-		-	-	
TXF to Water Fund	12,000.00	12,000.00		-	-	
TXF to Vehicle Replacement Fund	-	-				
Operations and Maintenance:						
- Routine Operations	70,000.00	70,000.00		70,000.00	70,000.00	
- Non Routine Operations	65,000.00	90,000.00	25,000.00	90,000.00	78,000.00	
- System Maintenance & Repair	20,000.00	137,500.00	117,500.00	137,500.00	24,000.00	
- Chlorinator Maintenance	2,500.00	2,500.00		2,500.00	3,000.00	
- Chlorinator Alarm	1,000.00	1,000.00		1,000.00	1,000.00	
- Odor Control	16,500.00	16,500.00		6,000.00	20,000.00	
- Meter Calibrations	2,100.00	2,100.00		2,100.00	2,100.00	
- Lift Station Cleaning	12,600.00	12,600.00		20,000.00	21,000.00	
- Jet Cleaning Collection lines	19,000.00	19,000.00		19,000.00	22,800.00	
- Drip Field Lawn Maintenance	10,000.00	10,000.00		5,000.00	10,000.00	
- Drip Field Maint & Repairs	15,000.00	15,000.00		15,000.00	20,000.00	
- Drip Field Meter Box Replacement				-	5,000.00	
- Lift Station repairs	28,000.00	28,000.00		28,000.00	21,000.00	
- Autodialer Replacement				-	15,000.00	
- Lift Station Preventative Maintenance				-	7,000.00	
- WWTP Repairs/Pump Repairs	41,000.00	41,000.00		41,000.00	45,000.00	
- Chemicals	9,600.00	9,600.00		9,600.00	12,000.00	
- Electricity	73,500.00	73,500.00		78,000.00	80,000.00	
- Laboratory Testing	25,000.00	25,000.00		20,000.00	25,000.00	
- Sludge Hauling	80,000.00	80,000.00		100,000.00	130,000.00	
- Phone/Network	8,904.00	8,904.00		8,904.00	9,000.00	
- Supplies	10,000.00	45,000.00	35,000.00	45,000.00	20,000.00	
- Equipment	123,240.00	123,240.00		23,240.00	50,000.00	
- Equipment Maintenance	-	-		2,000.00	5,000.00	
- Fleet Acquisition	46,400.00	46,400.00		40,000.00	200,000.00	
- Fleet Maintenance	1,200.00	1,200.00		1,000.00	5,000.00	
- Fuel	5,000.00	5,000.00		5,000.00	15,000.00	
- Wastewater Flow Measurement	9,000.00	9,000.00		9,000.00	9,000.00	
- Backwash Flow Meter & Check valve				-	22,000.00	
- Arrowhead Plant Operations					148,225.00	
- Big Sky Plant Operations					69,948.00	
Other Expense	52,000.00	56,000.00	4,000.00	56,000.00	17,000.00	
Uniforms	2,800.00	2,800.00		2,800.00	5,000.00	
Training	8,000.00	8,000.00		8,000.00	9,254.00	
Dispatch	3,000.00	3,000.00		3,000.00	3,000.00	
Salaries	246,000.00	246,000.00		191,000.00	398,740.00	
Taxes	20,622.60	20,622.60		16,085.63	33,063.21	
Benefits	30,738.21	30,738.21		23,975.80	56,988.71	
Retirement	15,384.00	15,384.00		11,999.52	24,650.69	
On Call	10,400.00	10,400.00		10,400.00	10,400.00	
Capital Projects:						
- Road Reconstruction	10,000.00	10,000.00		5,000.00		
- HRTreated Effluent Fill Station	125,000.00	125,000.00		-	200,000.00	
- Parallel West Interceptor	1,600,000.00	1,600,000.00		-	-	
- Arrowhead Drain Field					1,800,000.00	
Other:						
- Reimbursement to Caliterra Oversize of West Intercept	500,000.00	500,000.00		500,000.00		

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed	Item # 1.
TWDB Engineering:						
- West Interceptor, SC, LS, FM and TE line 1950-001	215,000.00	215,000.00		53,724.00	250,000.00	
- East Interceptor 1951-001	300,000.00	300,000.00		100,907.00	400,000.00	
- Effluent HP 1952-001	150,000.00	150,000.00		60,125.00	200,000.00	
- Reclaimed Water Facility 1953-001	15,000.00	15,000.00		2,000.00	15,000.00	
- WWTP Design Assistance	37,500.00	37,500.00				
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00		20,785.00	30,000.00	
Miscellaneous:						
- Consultants and Legal	760,000.00	760,000.00		760,000.00	175,000.00	
TWDB Capital Projects:						
- West Interceptor, So Collector and LS and FM	3,500,000.00	3,500,000.00		-	3,500,000.00	
- East Interceptor	25,000.00	25,000.00		-	25,000.00	
- Effluent Holding Pond	1,500,000.00	1,500,000.00		-	1,500,000.00	
- WWTP	25,000.00	25,000.00		-	25,000.00	
Transfer to General Fund					4,066.66	
Transfer to Vehicle Replacement Fund					15,432.00	
Total Expense	10,250,988.81	10,471,209.81	220,221.00	3,208,179.95	10,634,104.27	
Balance Forward	6,324,980.10	6,285,480.10	(39,500.00)	6,524,007.32	5,117,868.17	
WATER						
Revenue						
TXF from Wastewater Fund	12,000.00	12,000.00		12,000.00		
Total Revenue	12,000.00	12,000.00		12,000.00		
Expense						
Operating and Maintenance	12,000.00	12,000.00		12,000.00		
Total Expense	12,000.00	12,000.00		12,000.00	-	
Balance Forward	-	-		-	-	
TWDB FUND						
Balance Forward	493.27	493.27	-	502.34	208.34	
Revenues	6,490,000.00	6,490,000.00				
Interest	6.00	6.00		6.00		
Total revenue	6,490,499.27	6,490,499.27		508.34	208.34	
Expenses						
Escrow Fees	300.00	300.00		300.00		
Expenses	6,490,000.00	6,490,000.00				
Total Expenses	6,490,300.00	6,490,300.00		300.00	-	
Balance Forward	199.27	199.27		208.34	208.34	
IMPACT FUND						
Bal Fwd.	2,637,434.76	2,637,434.76		2,486,508.70	4,336,743.94	
Revenue						
Impact Fees	2,079,320.00	2,079,320.00		3,500,000.00	1,670,000.00	
Impact Fee Deposits	-	-				
Interest Income	25,000.00	25,000.00		45,000.00	30,000.00	
Total	4,741,754.76	4,741,754.76		6,031,508.70	6,036,743.94	
Expense						
TXF to Debt Service 2015	711,231.76	711,231.76		711,231.76	698,498.56	
TXF to Debt Service 2019	983,533.00	983,533.00		983,533.00	1,013,533.00	
TXF to Debt Service 2022					2,431,563.06	
Total expense	1,694,764.76	1,694,764.76		1,694,764.76	4,143,594.62	
Total Bal Fwd.	3,046,990.00	3,046,990.00		4,336,743.94	1,893,149.32	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed	Item # 1.
DEBT SERVICE FUND 2015						
Bal Fwd.	861,673.04	861,673.04		862,629.54	849,573.10	
Revenue						
TXF from Impact Fund	711,231.76	711,231.76		711,231.76	698,498.56	
Interest	8,000.00	8,000.00		9,000.00	8,000.00	
Total Revenue	1,580,904.80	1,580,904.80		1,582,861.30	1,556,071.66	
Expenses						
Debt Payment 2015	733,288.20	733,288.20		733,288.20	711,231.76	
Total Expense	733,288.20	733,288.20		733,288.20	711,231.76	
Balance Fwd.	847,616.60	847,616.60		849,573.10	844,839.90	
DEBT SERVICE FUND 2013						
Bal Fwd.	100,180.42	100,180.42		100,190.00	98,685.00	
Revenue						
TXF from HOT	89,505.00	89,505.00		89,505.00	91,600.00	
Interest	1,200.00	1,200.00		1,400.00	1,200.00	
Total	190,885.42	190,885.42		191,095.00	191,485.00	
Expense						
Tax Series 2013	92,410.00	92,410.00		92,410.00	89,505.00	
Total Expenses	92,410.00	92,410.00		92,410.00	89,505.00	
Balance Fwd.	98,475.42	98,475.42		98,685.00	101,980.00	
DEBT SERVICE FUND 2019						
Bal Fwd.	976,303.11	976,303.11		978,695.96	1,015,695.96	
Revenue						
TXF from Impact Fees	983,553.00	983,553.00		983,553.00	1,013,533.00	
Interest	12,000.00	12,000.00		12,000.00	12,000.00	
Total	1,971,856.11	1,971,856.11		1,974,248.96	2,041,228.96	
Expense						
Tax Series 2019	958,553.00	958,553.00		958,553.00	983,553.00	
Total Expenses	958,553.00	958,553.00		958,553.00	983,553.00	
Balance Fwd.	1,013,303.11	1,013,303.11		1,015,695.96	1,057,675.96	
DEBT SERVICE FUND 2022						
Bal Fwd.	-	-		-	-	
Revenue						
TXF from Impact Fees	-	-		-	2,431,563.06	
Interest	-	-		-	-	
Total	-	-		-	2,431,563.06	
Expense						
Tax Series 2022	-	-		-	1,215,163.06	
Total Expenses	-	-		-	1,215,163.06	
Balance Fwd.	-	-		-	1,216,400.00	
PEG FUND						
Balance Fwd.	142,224.71	142,224.71		142,458.18	174,158.18	
Revenues						
TWC	27,000.00	27,000.00		30,000.00	27,000.00	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed	Item # 1.
Interest Income	1,400.00	1,400.00		1,700.00	1,700.00	
Total Revenues	170,624.71	170,624.71		174,158.18	202,858.18	
Expense	-	-		-	-	
Balance Fwd.	170,624.71	170,624.71		174,158.18	202,858.18	
RESERVE FUND						
Balance Fwd.	1,526,195.16	1,526,195.16		1,527,374.05	1,745,374.05	
Revenue						
TXF from General Fund	200,000.00	200,000.00		200,000.00	200,000.00	
Interest	16,000.00	16,000.00		18,000.00	18,000.00	
Total	1,742,195.16	1,742,195.16		1,745,374.05	1,963,374.05	
Expense						
Expense	-	-		-	-	
Total Expense	-	-		-	-	
Balance Fwd.	1,742,195.16	1,742,195.16		1,745,374.05	1,963,374.05	
TIRZ 1						
Balance Forward	463,027.86	463,027.86		384,645.69	139,738.15	
Revenues						
City AV	89,118.46	89,118.46		93,693.73	144,441.91	
County AV	218,599.49	218,599.49		218,599.49	321,638.11	
City for GAP Escrow	250,000.00	250,000.00		250,000.00	-	
Interest Income	3,000.00	3,000.00		9,000.00		
EPS Reimbursements	-	-				
Total Revenue	1,023,745.81	1,023,745.81		955,938.91	605,818.17	
Expense						
TIRZ Expense						
Project Management/Misc. Costs	48,000.00	48,000.00		30,000.00	32,000.00	
Project Administration P3 Works	35,000.00	35,000.00		20,000.00	16,000.00	
Legal Fees	20,000.00	20,000.00		20,000.00	12,000.00	
EPS	-	-				
MAS	62,500.00	62,500.00		25,000.00	30,000.00	
HDR	227,500.00	227,500.00		240,000.00	478,000.00	
TJKM - Grant Writing	7,500.00	7,500.00		75,000.00	-	
Buie - PR	8,500.00	8,500.00		-	-	
Misc. Consulting	25,000.00	25,000.00		-	5,000.00	
Creation Cost Reimbursements	-	-				
TXF to GAP Escrow	250,000.00	250,000.00		250,000.00	-	
Stakeholder Reimbursement	-	156,200.76	156,200.76	156,200.76		
Total Expense	684,000.00	840,200.76	156,200.76	816,200.76	573,000.00	
Balance Forward	339,745.81	183,545.05	(156,200.76)	139,738.15	32,818.17	
TIRZ 2						
Balance Forward	244,199.12	244,199.12		346,638.50	674,652.70	
Revenue						
Interest Income	400.00	400.00		3,500.00		
City AV	111,125.78	111,125.78		114,269.93	293,407.49	
County AV	254,043.81	254,043.81		254,043.81	650,438.08	
Total Revenue	609,768.71	609,768.71		718,452.24	1,618,498.27	
Expense						
Creation Cost Reimbursements	-	-				

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed	Item # 1.
Stakeholder Reimbursement	-	43,799.24	43,799.24	43,799.54		
Total Expense	-	43,799.24	43,799.24	43,799.54	-	
Balance Forward	609,768.71	565,969.47	(43,799.24)	674,652.70	1,618,498.27	

VEHICLE REPLACEMENT FUND

Revenue

Balance Forward				-	31,193.00
TXF from General Fund	25,462.00	25,462.00		25,462.00	32,725.00
TXF from DSRP	5,731.00	5,731.00		5,731.00	5,962.00
TXF from WWU	-	-		-	15,432.00
Total Revenue	31,193.00	31,193.00		31,193.00	85,312.00

Expense

Vehicle Replacement	-	-		-	-
Total Expense	-	-		-	-
Balance Forward	31,193.00	31,193.00		31,193.00	85,312.00



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:	July 5, 2022
Agenda Item Wording:	Presentation and Discussion related to an Ordinance rezoning a 36.28-acre property from Commercial Services (CS) to Planned Development District with a base zoning of CS, with 25.38-acres of residential uses and approximately 5.8-acres of commercial uses, and approximately 5.1-acres of utility spaces, as amended by the ordinance language herein, for property located at the southwest corner of U.S. 290 and Roger Hanks Blvd., in the City of Dripping Springs, Texas, and commonly known as “New Growth”.
Agenda Item Requestor:	Isaac Karpay, New Growth Living
Applicant:	Isaac Karpay, New Growth Living
Owner:	Hays County Completion, LLC; DS Propco
Date of Application:	June 4, 2021
Staff Recommendation	This meeting is for discussion purposes.



Summary/Background:

The subject property is in the city limits, is already platted, and is currently zoned CS – Commercial Services, a high-intensity district “...intended to provide a location for commercial and service-related establishments, such as wholesale product sales, welding and contractors shops, plumbing shops, automotive repair or painting services, upholstery shops, and other similar commercial uses.” Last autumn, the City entered into a “Memorandum of Understanding” with the applicant, intended to serve as the approved outline of the project as it relates to the essential elements. That document memorialized the applicant’s intentions to construct “...a mix of up to 240 attached and detached single family residential dwellings, dedicated trails, parkland, an amenity center, and other amenities benefitting the residents of the project.” Additionally, there is a commercial portion of no less than 5.8 acres. The applicant now requests the creation of a Planned Development District for the approximately 36 acres, generally located at a point at the southwest corner of US 290 and Roger Hanks Parkway. The applicant seeks to establish a residential community commensurate with the terms of the MOU.



This project also involves an Offsite Road Agreement for the surrounding roadway network, including intersection improvements to US 290 & Roger Hanks Parkway, Roger Hanks south of US 290 to the site's southern boundary, and Creek Road at- and east of Roger Hanks. This application for PDD approval was submitted in November 2021 and the City has had multiple meetings with the developer's design team, including three meetings with the Development Agreement Working Group, and meetings in front of the Transportation Committee and Parks & Recreation Commission.

Location:

The subject property is generally located at the southwest corner of US 290 and Roger Hanks Parkway. The development site also extends to the east side of Roger Hanks Parkway once south of the Hays County Precinct 4 offices, and stops along Roger Hanks, at a point west of the western terminus of Ramirez Lane.

Physical and Natural Features:

The property is primarily flat, with modest stands of oak trees located primarily along the western property line and also clustered throughout the southern portion of the site. The land slopes mostly to the south and slightly to the west, moderately falling off at a point in the northwest, adjacent to the water feature at the western terminus of Lake Lucy Loop. Otherwise the open areas of the lot are covered with natural-height grasses and some wild flowers.

Surrounding Properties:

The property is located in a high activity area of the 290 corridor, about a mile west of the Dripping Springs downtown. Less than a mile to the west are Dripping Springs Middle School and Walnut Springs Elementary School, and Dripping Springs High School is roughly ¼-mile to the east-northeast (across US 290). US 290 is a highway commercial corridor with usual and customary industry, restaurants, service providers, and office uses, and just off that frontage are plentiful home sites, most often low-density detached homes, with limited but emergent medium-density and multi-family sites as well. 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

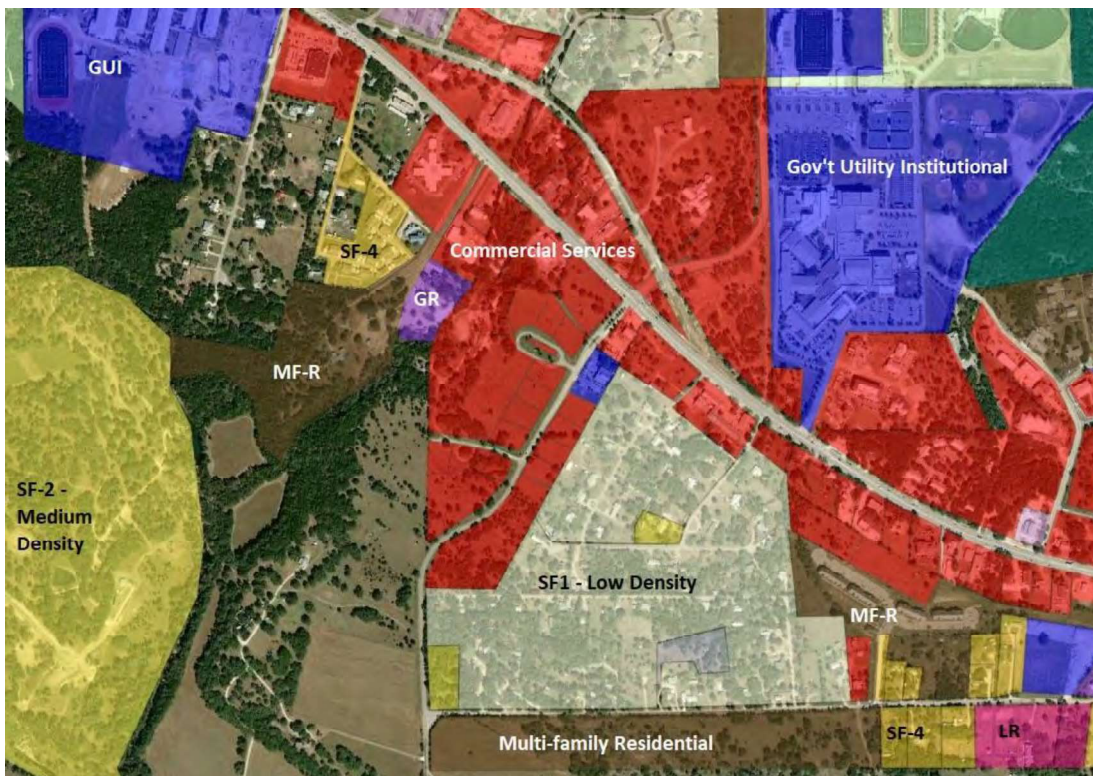
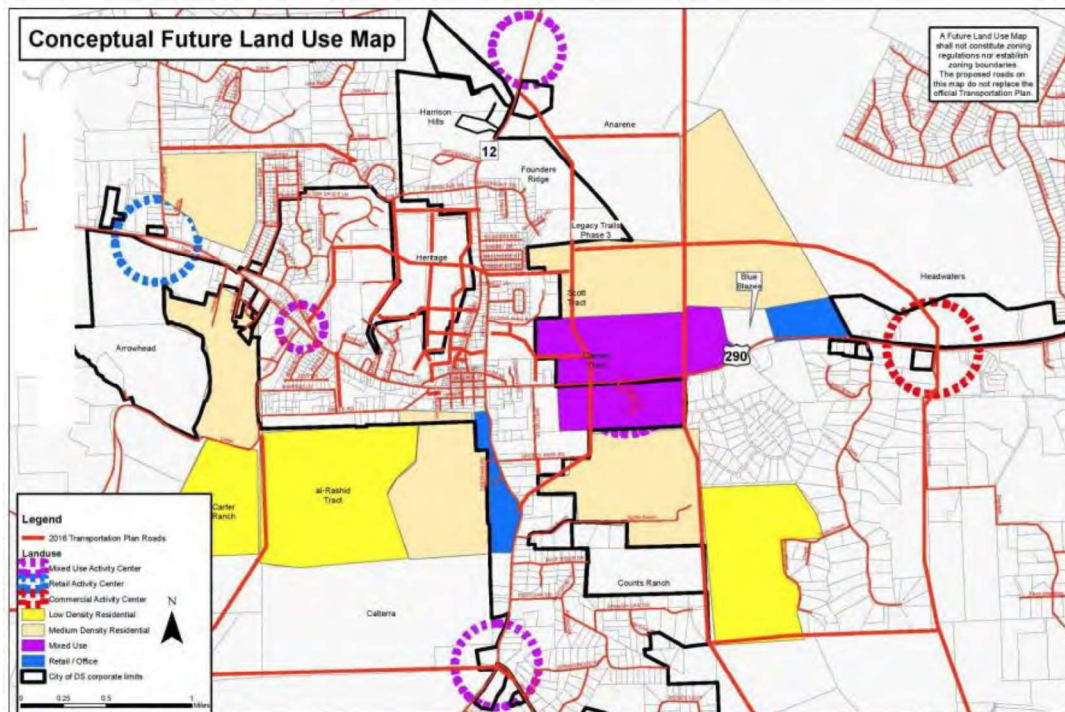


table below:

Direction	Zoning District	Existing Use	Comprehensive Plan / Future Land Use Plan
North	Commercial Services	Highway Commercial /Institutional	N/A
East	Commercial Services/SF-1	Highway Commercial/SFR	N/A
South	SF-1 Low Density Single Family Residential	Low density SFR	N/A
West	ETJ	Estate Residential / Ranchland	Medium-Density Residential

Future Land use Map and Zoning Designation:

The subject property is not designated on the Future Land Use Map; however, the intersection of US 290 and Roger Hanks Parkway is designated for ‘Mixed Use Activity Center’. The acreage of land to the west of the development site is designated for medium-density residential. This category includes small lot, single-family homes used for residential uses. The residents of this PDD would benefit from adjacent, convenience retail that would defer trips by automobile onto 290 for immediate goods and services.



The base zoning of Commercial Services will be retained, but further amended by the terms of the PDD Ordinance text. The Planned Development district places regulations that are

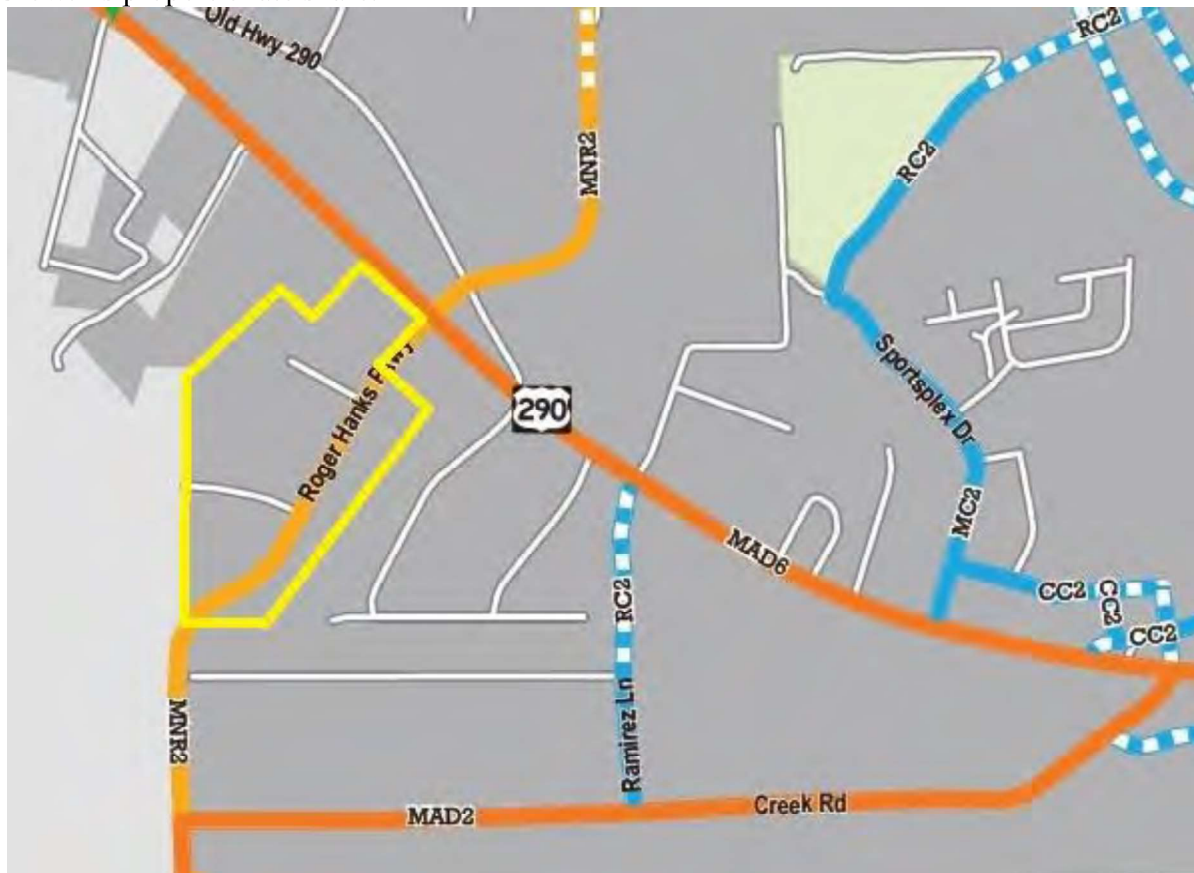
compatible with the adjacent tracts and allows for an appropriate transition for higher activity commercial (at the US 290/Roger Hanks intersection) to lesser activity residential (away from 290 & Roger Hanks). This land plan scales development down toward the medium-density residential that's designated for properties to the west, serving as a buffer between the US 290 commercial and that residential.

Other Master Plans:

The New Growth Development Team has had on-going conversations with City staff, Development Agreement Working Group, and City Transportation Committee to discuss transportation improvements for the development.

The 2021 Future Transportation Plan shows this section of Roger Hanks Parkway to be built as a two-lane minor divided arterial roadway, and Creek Road as a two-lane major divided arterial roadway. This project will rebuild the roadway adjacent to the tract as a divided arterial roadway with a landscaped median and dedicated turn lane facilities, and further will contribute to the reconstruction of Creek Road east of Roger Hanks into a major divided arterial.

The TIA is close to being approved by the City. Outstanding comments focus on the final recommendation for Creek Road as well as the cost of transportation improvements and New Growth's proportionate share.



Offsite Road Transportation/ Road Improvements:

The transportation improvements proposed to be constructed by New Growth align with the City's approved Transportation Master Plan.

- Reconstruct Roger Hanks Parkway between US 290 and southern site boundary as a two-lane divided minor arterial with medians and left-turn lanes at driveways. The development team worked with City staff to improve existing and proposed driveway spacing along Roger Hanks Parkway. A 10' shared-use path will be constructed along the property on the west side of Roger Hanks Parkway to US 290 with a pedestrian crossing at the traffic signal. A 5' sidewalk will be constructed on the east side of Roger Hanks Parkway along the property.
- Relocate Hays County Driveway to align with Lake Lucy Loop provided final approval is obtained from Hays County. Hays County was receptive to the relocation based on initial conversation between City staff and Hays County. **The funding of this relocation is under discussion.**
- Construct Hamilton Crossing with a 24' section and additional 16' for on-street inset parking.
- Construct Lake Lucy Loop with a 20' section and additional 16' for on-street inset parking.
- Construct an additional northbound left-turn lane on Roger Hanks Parkway at US 290 within the existing median to provide flexibility for single or dual northbound left-turn lanes.
- Pay fiscal for their proportionate share of improvements required to Creek Road. Creek Road was assumed to be used as an east/west connection between the site and US 290. Recommended improvements include widening of Creek Road to provide a 24' wide section with 2' shoulders. Costs will include mill and overlay and restriping. These improvements will improve safety on Creek Road. Staff recommends additional study of Creek Road be completed outside the scope of the TIA and NewGrowth project including needed improvements and additional funding.

Wastewater Agreement:

This Wastewater Service Agreement addresses wastewater service for the proposed New Growth Development (hereafter "NG").

The Owner is DS Propco Owner, LP ("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.

The agreement is still in draft form, but most of the concepts are agreed, and we don't expect a lot of changes. Unlike most Developments, a single owner contemplates holding ownership and leasing the residences.

Salient points of the proposed Agreement are listed below.

- 1) LUEs made available to NG
 - a. 240 LUEs for residential (including amenity center)
 - b. 30 LUEs for commercial (requested)
- 2) Facilities and easements
 - a. Owner pays all costs of building facilities (Onsite and Offsite) to connect.

- b. Offsite Facilities will be conveyed to the City
 - c. Ownership of Onsite Facilities will be retained by the Owner
 - d. Owner acquires all necessary easements (Onsite and Offsite) at Owner's cost.
- 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.
 - i. City will operate and maintain the plant. Owner will mow and maintain surface areas associated with the TLAP Permit.
 - c. When West Interceptor and Discharge plant are complete, flows will be diverted to the City System and Owner will pay the cost for removal of the temporary wastewater plant.
- 4) Owner will pay \$7,850 impact fee for each LUE.
- 5) Owner pays for City inspection and review and legal fees.

Proposed Zoning District and PDD Development Regulations:

The Planned Development District requests to maintain its base zoning district of Commercial Services (CS), with additional restrictions and modifications contained within this PDD's ordinance text. The applicant's intention is to construct at most 240 attached and detached single family dwellings, and approximately 5.8 acres of retail adjacent. The project has been conceived and planned as a 'Built for Rent' operation, meaning the units will be leased to occupants under a single management plan operated by an on-site management company, much like a traditional multi-family establishment. The design and site planning should provide a step down transition district between lower density residential areas (to the south and west) and multiple-family or nonresidential areas along the major thoroughfares (to the north).

Impervious Cover is proposed at a maximum of 70%, which is the impervious cover of the base zoning district of Commercial Services. The City Engineer has added language regarding the tracking of impervious cover to the PDD.

The Planned Development Districts permitted uses are as follows:

The uses permitted as described in zoning classification CS as adopted in 2004 are further restricted in this PDD –to only allow the following:

Residential Areas – +/- 25.38 acres:

- Rental Single-Family Dwelling, Detached;
- Rental Garden Home/Townhome, Attached;
- Rental Accessory Bldg/Structure (Residential);
- Home Occupation;
- Swimming Pool, Private;
- Community Center, Private; and
- Those uses listed in the City's zoning ordinance for the MF 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).

Commercial Area – +/- 5.80 acres, being Lot 2, 3, 4, 5:

Permitted Uses:

- Those uses listed in the City's zoning ordinance for the GR District or any less intense commercial district uses are hereby permitted by right within the commercial portion of the Project
- Financial institution
- Others uses are designated as requiring a Conditional Use Permit (CUP).

Excluded Uses:

- Permanent residential use, but hotel/overnight accommodations are permitted
- Psychic Reading Services
- Fire station
- Orphanage
- Amusement Services (Outdoor)
- Bingo Hall
- Bowling Center
- Automotive/vehicle related uses (sales, rental, servicing, repair)
- Mini-warehouse/self storage facilities
- Radio or television studio
- Upholstery shop

Other development regulations:

Minimum Lot Area: 1,815 square feet per dwelling unit, not to exceed 24 dwelling units per acre, calculated on gross residential acreage.

Buildings shall not exceed 2 ½ stories or 40 feet, whichever is less, measured from the average elevation of the existing grade of the building to the highest point of a flat or multi-level or as defined in Section 28.05.004 of the 2017 City of Dripping Springs Code of Ordinances.

Parking.

- a. Residential Parking. Development of the Property shall include parking at a minimum of –
 - One bedroom - one and a half (1.5) spaces.
 - Two bedrooms - two (2) spaces.
 - Two + bedrooms - two and a half (2.5) spaces.

Plus an added five percent (5%) of the total number of required spaces for the development.

A minimum of 50% of residential units shall include an attached garage stall. Tandem spaces shall count toward required parking.

- b. **Commercial.** If it is determined by City staff that the development of the private amenity center requires parking to be provided, the quantity of spaces shall be determined under section 5.6.2 (12) Commercial amusement (outdoor) of the City's Zoning Ordinance. On-street parallel parking spaces shall be permitted to count toward the determined required parking spaces to service the amenity center.

Design of Residences: The following requirements shall apply to Primary Elevations. These elevations are those facing public streets. For this development, facades facing Roger Hanks Parkway, Lake Lucy Loop, and Hamilton Crossing are considered Primary Elevations.

a. Building forms and materials. Primary building forms and massing shall be consistent with the Hill Country Farmhouse Style with clean simple forms. Primary Elevations shall consist of 50% stone masonry and glazing with the remainder to be cementitious siding, wood or stucco. The 50% stone masonry and glass requirement shall be calculated across the length of a block or building. All other facades not determined to be Primary Elevations shall consist of stone, stucco, wood or cementitious siding.

b. Articulation. All Primary Elevations that exceed 55' in length shall contain wall plane articulation with a minimum offset of 18".

c. Roof forms. All primary roofs shall be sloped with a pitch of no less than 4:12. The sloped roof shall cover the entirety of the building footprint. Roof designs shall be a mixture of simple gable and shed forms, with shed roofs primarily covering porch spaces.

d. Colors. Building color schemes shall be predominately of neutral hues and subdued tones, consistent with the Hill Country Farmhouse Style. Elevations may contain an off-white color.

e. Porches. Porch elements shall be provided on every dwelling's Primary Elevation. These elements shall be a minimum of 72 square feet and shall include a minimum usable depth of 6'. To accommodate residential porches, eaves and roof extensions or a porch with associated posts or columns may project into the required front yard setback or public utility easement for a distance not to exceed four feet.

Additional requirements for Leasing Building facing Lake Lucy Loop. In addition to the items noted above, the Leasing Building Primary Elevation facing Lake Lucy Loop shall consist of 80% stone masonry and glazing with the remainder accent materials to be cementitious siding, wood or stucco.

Parkland:

The Project will include approximately 10.43 acres that will be dedicated for Public and Private Parkland, the area being shown more fully on *Exhibit "C"* within the PDD ordinance language. The applicant has prepared a Parks, Trails and Open Space Plan which has been approved by

City's Parks & Recreation Commission on June 6.

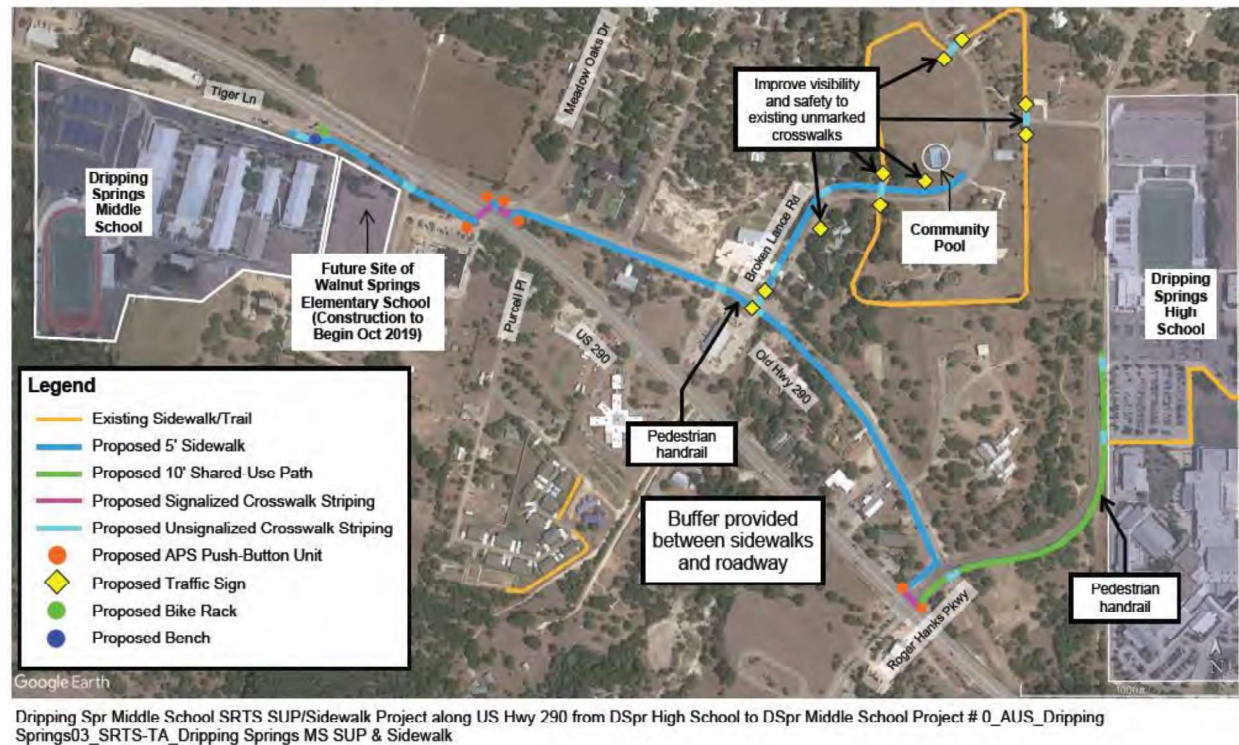


Middle School Sidewalk Project -- Adjacent Sidewalks

Adjacent to this project is a sidewalk project designed to take students to schools. This includes sidewalks from Roger Hanks Parkway on the north side of the US 290, along Old Hwy 290 westward to Walnut Springs Elementary School and Dripping Springs Middle School. A shared use path from the intersection of Roger Hanks Parkway and US 290 to the high school is also planned. This project is through a Safe Routes to School project through the State of Texas.

City of Dripping Springs
DSMS to DSHS SRTS Shared-Use Path/Sidewalk Project
Project Layout Map

B- Project Details

Highlights:

1. The intersection of US 290 and Roger Hanks Parkway will be improved to provide more dedicated lane channels for turning movements, which should decrease vehicle stacking in many instances.
2. The roadway section of Roger Hanks, from US 290 south to the project's southern border will be rebuilt to include sidewalks on both sides, crosswalks, landscaping along the curbs and a landscaped median for passive traffic calming through the residential area.
3. New Growth will provide funding towards the completion of the Creek Road widening and reconstruction project.
4. The project will feature over 10 acres of public and private amenity parkland, programmed for both passive and active recreational opportunities.
5. The project will furnish over 2 miles of sidewalks and trails around and through the project.
6. This PDD will provide over \$155,000 in parkland development funds.

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.	
<p>The development of the property will repurpose 36 acres of partially developed and unfinished land, which today primarily serves as either overflow parking for voting at the adjacent precinct office, or parking for bicyclists who utilize the regions roadway network for recreation. As described in the application materials, "The current Property is characterized as a mix of open ranchland pasture with a natural dry creek bed, ponds and varying topography on the western side of the tract. The developer will compensate for the installation of 240 dwelling units and 5.8-acres of commercial with landscaping, a combination of private and public parkland, and an open space lot for public recreation of 4.82 acres. 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.</p>	
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.	
<p>The proposed development is a closely related use to the residential uses adjacent to the west, is mutually beneficial to the institutional (school) uses to the west and east/northeast, 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 50% stone masonry and glazing with the remainder to be cementitious siding, wood or stucco. The development will also provide variation in depth on the front façade of all residences to ensure an articulated streetscape.</p>	
d) The provision of a safe and efficient vehicular and pedestrian circulation system.	
<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 (3), Transportation Committee, and Parks Commission to discuss transportation improvements associated with the development. As stated above, the applicant will improve the intersection of US 290 and Roger Hanks Parkway, the street section and streetscaping of Roger Hanks, and contribute to the improvements necessary on Creek Road east of Roger Hanks. These system improvements are substantially in compliance with the published terms of the city's Transportation Master Plan, adopted by the Mayor & City Council in October 2021.</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.
	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 at the site planning stage.
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.
	The applicant is repurposing existing main corridors for through traffic, and proposing efficient traffic circulation to provide adequate access to the new 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.
g)	The coordination of streets to arrange a convenient system consistent with the transportation plan of the city.
	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. There are proposed improvements to the intersection of US 290 and Roger Hanks Parkway, the street section and streetscaping of Roger Hanks, and financial contributions to the improvements necessary on Creek Road east of Roger Hanks. These upgraded 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.
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.
	The applicant is proposing landscape buffer screens for the homes which face onto Roger Hanks. Elsewhere, the residential development the applicant proposes is closely analogous to existing adjacent uses (or in some cases vacant land) and doesn't require buffers from any dissimilar districts.
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 June 6, 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 erosion & sediment control during the time of development.

l)	Protection and conservation of watercourses and areas subject to flooding.
	There is only a minor water course known, traversing the western property line, and it isn't known to be a flood hazard. The applicant will re-design the previous stormwater facility, and create a new water quality detention pond that will capture their stormwater runoff.
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 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 does not address this specific parcel' however, the intersection of US 290 and Roger Hanks Parkway is called out as a mixed use activity center, and the as-yet undeveloped property to the west is designated for medium density residential. The project proposed for this PDD would have higher-activity uses located at the hard corner of 290 and Roger Hanks, and elsewhere residential uses that are harmonious with existing/proposed adjacent uses.

Commission Recommendations:	<p>The DAWG's primary concern was density (in this region of the city), parkland, wastewater, and vehicle parking metrics.</p> <p>The Transportation Committee recommended approval at the May 2022 meeting;</p> <p>The Parks & Recreation Commission recommended approval at their June 6, 2022 meeting.</p> <p>At the Planning & Zoning Commission's Meetings on June 14, 2022 and June 28, 2022 the Commission had various questions related to this project including impervious cover, transportation issues, and how to keep this a rental community. There was also a request to look at an increased buffer on the Eastern border. In response to these requests: (1) impervious cover has been added to the PDD; (2) Offsite Road negotiations have been continued and the main outstanding issues are finalizing the Creek Road contribution and determining who pays for the relocation of the Hays County driveway; (3) deed restrictions will make this a rental community; and (4) units have been changed on the Eastern border as can be seen on the new concept plan. P&Z recommended approval so long as the Wastewater Agreement and Roadway Agreement are finalized.</p>
------------------------------------	---

Actions by Other Jurisdictions/Entities:	
Previous Action:	The City approved an MOU (Memorandum of Understanding) in October 2021, which was implemented to serve as the approved outline of the project as it relates to the essential elements. That document memorialized the applicant's intentions to construct "...a mix of up to 240 attached and detached single family residential dwellings, dedicated trails, parkland, an amenity center, and other amenities benefitting the residents of the project." Additionally, there is a commercial portion of no less than 5.8 acres.
Recommended Action:	This meeting is for discussion purposes.
Alternatives/Options:	
Budget/Financial Impact:	The City will gain additional property tax, roads, trails, utility infrastructure, park development fees, and various 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
Public Notice Process:	Notice for the June 28, 2022 and July 19, 2022 public hearings were published in the newspaper and on the City's Website.
Public Comments:	None to date.
Enforcement Issues:	N/A
Comprehensive Plan Element:	This property is not specifically listed on the Future Land Use Map, but is located between a node reserved for mixed use activity center to the north-northeast and Medium Density Residential proposed to the west-southwest.

9600 Escarpment Blvd., Suite 745-4
Austin, Texas 78789

Date: 06.03.22
Project: New Growth at
Roger Hanks Park
City of Dripping Springs
Parkland Dedication Plan

MEMORANDUM

To: Howard Koontz, City of Dripping Springs City Planner
Laura Mueller, City of Dripping Springs City Attorney

Cc: N/A

This memo serves as follow-up correspondence to the review by LUCK Design Team, LLC of the New Growth at Roger Hanks Park Parkland Dedication Plan submitted May 31, 2022. Please see attached Parkland Dedication Plan Narrative and site plans.

*** **

After review we have the following observations and recommendations:

1. At 240 proposed residential units, the amount of parkland required per ordinance is 10.43 acres.
2. A total of 10.52 acres of physical land is being dedicated to the City as public parkland, itemized as shown below:
 - a. Public Parks = 4.89 acres
 - b. Public Open Space = 1.28
 - c. Amenity Pond = 2.47 acres
 - d. Private Parkland = 1.88
3. The amount of parkland dedication acreage exceeds ordinance requirements by 0.09 acres.
4. The parkland development fee required by ordinance for the 240 units is \$155,520. The developer has indicated that the full amount of that parkland development fee will be paid.
5. Public parkland will have a 5' wide concrete trail with benches and picnic tables and will be left in a primarily natural state.
6. Park amenities on private parkland include the following:
 - 3,000 square foot Class A clubhouse amenity facility
 - 1,500 square foot resort-style pool
 - Community high-speed Wi-Fi
 - Yoga/fitness rooms
 - Barbecue grills/outdoor kitchen with ramada shade structure
 - Indoor and outdoor lounge areas
 - Central linear park for passive recreation connected to club amenity
 - Pocket parks and walking paths

- Bike racks
- Benches and seating
- Electric car charging stations

7. A 10' trail connection along the west side of Roger Hanks Parkway is proposed by the developer to be in compliance with the City of Dripping Springs Official City-Wide Trails Plan dated August 26, 2020. This trail surface is concrete.

We recommend Parks and Recreation Commission approval of the New Growth at Roger Hanks Park Parkland Dedication Plan.

Prepared By: Brent Luck

City Draft “City Council - Workshop”

**PLANNED DEVELOPMENT DISTRICT No. 15
New Growth – Roger Hanks Parkway**

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 substantially all of the lots in Roger Hanks Park, a subdivision in Hays County, Texas located within the City Limits of the City of Dripping Springs (“City”), in Hays County, Texas, and as more particularly identified and described in *Exhibit “A”* (the “Property”) to *Attachment “A”*; and

WHEREAS, the Property is currently platted and it will be re-platted 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 residential rental community that will include a mix of land uses, together with parkland and roadway connections described herein;

WHEREAS, the Property was zoned C-4 in 2004, which zoning classification was renamed to CS in 2006. Owner has submitted an application to the City to create a Planned Development District (“PDD”) covering the Property, designating it “PDD – 15; 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 reviewed this proposed Ordinance, the PD Master Plan, for Roger Hanks Park 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, views, and wildlife habitats; 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 – 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 – 15.
- B. Zoning Map Amended.** The official zoning map of the City is hereby amended to demarcate the boundaries of PDD – 15 consistently 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. If this Ordinance and the PD Master Plan conflict, this Ordinance controls. 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 the slight adjustments to the internal street and drive alignments in accordance in Section 2.5.2 Roadway Alignments; orientation of buildings within the residential sections of the development; and adjustments that do not result in overall increases to traffic, density, or impervious cover or a decrease in parkland, trails, or open space in excess of two acres, and that otherwise comply with the Applicable Rules. The City Administrator may approve minor modifications in writing following consultation with the Development Review Committee. City Administrator may refer a dispute concerning a Minor Change to the Planning and Zoning Commission for recommendation and the City Council for final approval including the question of whether a change is a minor modification.
- 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. 15 and Zoning Map

Exhibit A	Property Legal Description
Exhibit B	PD Master Plan
Exhibit C	Parks, Trails and Open Space Plan
Exhibit D	PD Code Modifications Chart
Exhibit E	PD Street Standards
Exhibit F	Water Quality Buffer Zones
Exhibit G	PD Uses Chart
Exhibit H	Transportation Plan
Exhibit I	CSP Grading

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, 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. 15:****ARTICLE I. GENERAL PROVISIONS**

- 1.1. Popular Name.** This Chapter shall be commonly cited as the "PDD –15 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, as more particularly described in Exhibit "A".
- 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):

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 at the time of the Effective Date except as modified by the Project Approvals and variances granted under this Ordinance. This term does not include Building Codes, Sign Ordinance, the

Water Quality Protection Ordinance, Lighting Ordinance, Base Zoning District and Zoning Regulations, Subdivision Ordinance, Site Development 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.

Commercial Area: The area of approximately 5.80 acres adjacent to U.S. Highway 290 marked as Commercial/Retail Parcel in **Exhibit “B”**.

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.

Dwellings and Dwelling Site: The Project will be composed of up to 240 single family rental Dwellings. Some Dwellings will be detached, some will be attached. Each Dwelling Site shall be composed of either (i) a single Dwelling in the case of a detached Dwelling or (ii) multiple Dwellings in the case of attached Dwellings. A Dwelling Site shall have no more than 6 attached Dwellings.

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

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: Landscaping and Tree Preservation ordinance provisions in the Subdivisions and Site Development Codes of the City of Dripping Springs Code of Ordinances at the time of the Effective Date.

Outdoor Lighting Ordinance: Article 24.06, Outdoor Lighting, of Chapter 24 of the City of Dripping Springs Code of Ordinances at the time of applicable permit application submitted.

Owner: **DS Propco Owner LP, a Delaware Limited Partnership**, and its successors and assigns as subsequent owners of any portion of the Property.

Parks, Trails and Open Space Plan: As incorporated herein as **Exhibit C**.

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 D***.

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

Residential Area: The area of approximately 25.38 acres marked as Residential Area in ***Exhibit “B”***.

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. Permitted Uses.

2.2.1 Base Zoning: The base zoning district for the Property shall be CS that was in effect in 2006, which shall be the basis for all zoning specifications not addressed in this Ordinance or the PD Master Plan. The base zoning district uses have been modified by this PDD.

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

2.3. Design Specifications:

2.3.1 Minimum Lot Area: 1,815 square feet per dwelling unit, not to exceed 24 dwelling units per acre, calculated on gross residential acreage/Commercial portion shall comply with CS zoning.

2.3.2 Building Height. Buildings shall not exceed 2 ½ stories or 40 feet, whichever is less, measured from the average elevation of the existing grade of the building to the highest point of a flat or multi-level or as defined in Section 28.05.004 of the 2017 City of

Dripping Springs Code of Ordinances.

2.3.3 Minimum Dwelling Site Width:

- a. Detached Dwelling Site:** 20 feet measured across the front building facade.
- b. Attached Dwelling Site:** 20 feet measured across the front building façade and multiplied by the number of dwellings within the attached Dwelling Site.

2.3.4 Residential Setbacks. Building setbacks shall be as follows:

- a. Minimum Front Yard:** Building setbacks shall be fifteen (15) feet from the street right of way.
- b. Minimum Side Yard:** Building setbacks shall be fifteen (15) feet from perimeter lot lines.
- c. Minimum Rear Yard:** Building setbacks shall be ten (10) feet from perimeter lot lines.
- d. Maximum Height of Fence within front Street Yard:** Four (4) feet along Roger Hanks Parkway, Lake Lucy Loop, and Hamilton Crossing consisting of decorative metal or comparable material with transparency.
- f. Maximum Height of Fence Outside Street Yard:** Six (6) feet; provided, however, Dwelling Sites that are contiguous to the boundaries of the Property may have an six (6) foot maximum height of fence outside street yard. In addition, fences are permitted within side and rear yards.

2.3.5 Building Separation. Minimum building separations front to rear and rear to rear shall be fifteen (15) feet within which residential patios, flatwork, and fences may be placed. Minimum building separations side to side shall be ten (10) feet within which residential patios, flatwork, and fences may be placed. Roof eaves may extend into minimum building separations two (2) feet.

2.3.6 Cut & Fill. Cut and fill in excess of six (6) feet and up to twelve (12) shall be permitted in general conformance with the conceptual grading plan attached as Exhibit I. Cut and fill for building foundations and SWM / WQ ponds may exceed twelve (12) where required. 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.

2.3.7 Parking.

- a. Residential Parking.** Development of the Property shall include parking at a minimum of –

One bedroom - one and a half (1.5) spaces.

Two bedrooms - two (2) spaces.

Two + bedrooms - two and a half (2.5) spaces.

Plus an added five percent (5%) of the total number of required spaces for the development.

A minimum of 50% of residential units shall include an attached garage stall. Tandem spaces shall count toward required parking.

- b. Commercial.** If it is determined by City staff that the development of the private amenity center requires parking to be provided, the quantity of spaces shall be determined under section 5.6.2 (12) Commercial amusement (outdoor) of the City's Zoning Ordinance. On-street parallel parking spaces shall be permitted to count toward the determined required parking spaces to service the amenity center.

2.3.8 Exterior Design & Architectural Standards: Design of all buildings shall follow the design review and approval process as outlined in the City Exterior Design and Architectural Standards Ordinance Sec. 24.03 of the City Code of Ordinances. Residential buildings and elevations internal to the development are not subject to Division 2 Standards from Sec. 24.03, except as specifically provided in the subsections below. Design review and approval process shall be as defined in Sec. 24.03.012.

- a. Design of Residences:** The following requirements shall apply to Primary Elevations. These elevations are those facing public streets. For this development, facades facing Roger Hanks Parkway, Lake Lucy Loop, and Hamilton Crossing are considered Primary Elevations.
- i. Building forms and materials.** Primary building forms and massing shall be consistent with the Hill Country Farmhouse Style with clean simple forms. Primary Elevations shall consist of 50% stone masonry and glazing with the remainder to be cementitious siding, wood or stucco. The 50% stone masonry and glass requirement shall be calculated across the length of a block or building. All other facades not determined to be Primary Elevations shall consist of stone, stucco, wood or cementitious siding.
 - ii. Articulation.** All Primary Elevations that exceed 55' in length shall contain wall plane articulation with a minimum offset of 18".
 - iii. Roof forms.** All primary roofs shall be sloped with a pitch of no less than 4:12. The sloped roof shall cover the entirety of the building footprint. Roof

designs shall be a mixture of simple gable and shed forms, with shed roofs primarily covering porch spaces.

- iv. **Colors.** Building color schemes shall be predominately of neutral hues and subdued tones, consistent with the Hill Country Farmhouse Style. Elevations may contain an off-white color.
 - v. **Porches.** Porch elements shall be provided on every dwelling's Primary Elevation. These elements shall be a minimum of 72 square feet and shall include a minimum usable depth of 6'. To accommodate residential porches, eaves and roof extensions or a porch with associated posts or columns may project into the required front yard setback or public utility easement for a distance not to exceed four feet.
- b. **Commercial, Leasing & Amenity Center Buildings:** Design of all buildings for commercial uses, including the Leasing and Amenity Center Buildings, shall meet the requirements of the City Exterior Design and Architectural Standards Ordinance Sec. 24.03 of the City Code of Ordinances.
- i. 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)
 - ii. Additional requirements for Leasing Building facing Lake Lucy Loop. In addition to the items noted above, the Leasing Building Primary Elevation facing Lake Lucy Loop shall consist of 80% stone masonry and glazing with the remainder accent materials to be cementitious siding, wood or stucco.

2.3.9 Density of Development: With respect to the density of the Project, Owner will have the right to develop the Land at a density not to exceed 240 Dwellings.

2.3.10 Parkland: The Project will include approximately 10.43 acres that will be dedicated for Public and Private Parkland, the area being shown more fully on ***Exhibit "C"*** attached hereto and incorporated herein for all purposes (the "Parkland"). Owner has prepared a Parks, Trails and Open Space Plan which has been approved by City.

2.3.11 Landscape and Site Design.

- a. **Pedestrian Amenities.** Pedestrian amenities will be incorporated into the community to serve residents on-site. Amenities will include a central linear park for passive recreation connected to club amenity, barbecue grills, pocket parks, walking paths, bike racks, trash receptables, benches and seating.

- b. **Signage.** Any architectural signage elements or treatments, whether integral to the building or freestanding, shall be designed to be consistent with the building architecture and the Hill Country environment, and shall be communicative, appropriately scaled, and not garish. All signage shall comply with the City Code of Ordinances unless otherwise approved through variance approvals or a Master Sign Plan.
- c. **Parking Lot & Street Trees.** The number of required residential street trees shall be one (1) 2 and ½ inch caliper size tree per dwelling unit. Parking lot trees may count toward the number of required trees per residential unit on-site.
- d. **Landscape Buffer.** The project's landscape buffer shall be located on both sides of Roger Hanks Parkway only. The landscape buffer width shall be twenty-five (25) feet and measured from the edge of pavement. All other landscape buffers shall be constructed and maintained as provided by city code.
- e. **Building Equipment.** Ground floor HVAC equipment shall be reasonably screened from public ROW using privacy fences or vegetative living screens as effective methods.

2.3.12 Impervious Cover.

- a. **Residential Area.** The Residential Area shall have an impervious cover that does not exceed sixty percent (60%) over the entire Residential Area. 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 Residential Area, the amount associated with prior platted areas, and the amount associated with the area subject to such plat.
- b. **Commercial Area.** The Commercial Area shall have an impervious cover that does not exceed seventy percent (70%) over the Commercial Area. 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 Residential Area, the amount associated with prior platted areas, and the amount associated with the area subject to such plat.

- 2.4 **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 re-plat for the Project. The Master Parks and Trails Plan shall address all issues regarding public dedication, public access, and maintenance.

2.5 Access.

- 2.5.1 **Traffic Impact Analysis.** Owner has provided to the City, and the City has approved a Traffic Impact Analysis.

2.5.2 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.

2.5.3 Street Standards: The standards for the various street widths and related landscaping and walkways are depicted on **Exhibit E**.

2.6 Utilities. All proposed utilities within the Property will be located underground (other than above-ground appurtenances to such underground utilities) . All other issues related to utilities shall be finalized by separate agreement.

2.7 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 this Ordinance conflicts or is inconsistent with the Outdoor Lighting Ordinance, the Outdoor Lighting Ordinance shall control without variance approval. 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. A Master Sign Plan or variance application 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 D**.

2.8 Tree Preservation: Landscaping Ordinance: Article 28.06, Landscaping and Tree Preservation, of Chapter 28, Subdivisions and Site Development of the City of Dripping Springs City Code shall apply to the project except as modified by this Agreement. Full tree survey to be submitted with each plat application.

2.8.1 Tree Replacement Plan: 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.

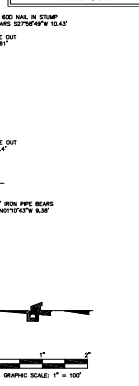
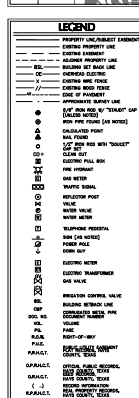
2.9 Water Quality: Owner agrees to implement and comply with the City's Water Quality Protection Ordinance in place on the Effective Date except as modified by this Agreement in Exhibit D and elsewhere.

2.10 Tree Planting

- (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.

[illegible]

 DOUCET & ASSOCIATES Civil Engineering • Planning • Consulting 74601 E. Highway 71 W. Suite 140 Austin, Texas 78735. Phone: (512)-583-2400 www.doucetengr.com TOLL-FREE Phone No. 1-800-650 TOLL-FREE Home No. 1-800-527	Date: 12/27/2001 Scale: 1" = 100' Drawn by: PD Reviewed: CT Project: 2236-01 Sheet: 1 OF 1 Field Book: 534 Survey Date: AGW Survey Date 01/10/2002
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LEGEND

- 1-STORY RESIDENTIAL
- 2-STORY RESIDENTIAL

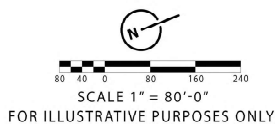
CONCEPTUAL PROJECT INFORMATION*

TOTAL RESIDENTIAL AREA - 25.38 ACRES

RESIDENTIAL - 240 UNITS AT ± 9.50 DU/AC GROSS

- 1 RD DUFT HOME - 1-STORY DUPLEX - 60 UNITS
- 2 BD COTTAGE HOME - 1-STORY ATTACHED GARAGE - 34 UNITS
- 2 BD COTTAGE HOME - 2-STORY ATTACHED GARAGE - 44 UNITS
- 3 BD COTTAGE HOME - 1-STORY ATTACHED GARAGE - 5 UNITS
- 4 BR DETACHED HOME - 2-STORY ATTACHED GARAGE - 36 UNITS
- TOWNHOMES - 2-STORY ATTACHED GARAGE - 61 UNITS

*PROJECT DETAILS ARE REPRESENTATIVE AND MAY CHANGE BASED ON FURTHER ANALYSIS DURING THE DESIGN PROCESS



NEW GROWTH - ROGER HANKS PARK
DRIPPING SPRINGS, TEXAS
Illustrative Site Plan

NEW GROWTH LIVING
RENTABLE LIFESTYLE COMMUNITIES

LEE ANN ASSOCIATES
www.leeannassociates.net



**New Growth at Roger Hanks Park– Dripping Springs, Texas**

February 11, 2022

PARKLAND AND OPEN SPACE CALCULATIONS**Property Overview**

New Growth at Roger Hanks Park is a planned mixed-use community located south of US 290 on Roger Hanks Parkway within the City of Dripping Springs. This property is known as the Roger Hanks Park subdivision, approved by all appropriate governmental authorities and utility providers and recorded on April 29, 2004. This project will be adopted under a PDD with all residential units being developed and leased as rental units. The Property is approximately 36.28 acres, and the Applicant is seeking City of Dripping Springs approval for the development of up to 240 residential rental units and a +/- 5.8 acre commercial tract.

New Growth provides parkland program elements for the benefit of its residents and the surrounding Dripping Springs community. The current Property is characterized as a mix of open ranchland pasture with a natural dry creek bed, ponds and varying topography on the western side of the tract. This drainage system ultimately feeds into Onion Creek to the south. The Property is covered with a mix of cedar (Ashe Juniper), live oak and cedar elm hardwoods.

The New Growth Parkland and Open Space Plan consists of a combination of private and public parkland and open space. The centerpiece of the public parkland component will be a 4.82 acre undisturbed open space lot dedicated to the City of Dripping Springs as public parkland. The Park meanders along the northwest portion of the property. It begins adjacent to US 290, follows a dry stream and a series of existing ponds that eventually flows offsite into Onion Creek. Five foot 5' wide concrete trails will be constructed for residents and visitors, allowing broad views of the native, undisturbed vegetation and wildlife attracted to the seasonal ponds.

Program elements to be constructed by the Applicant within the community include a private Clubhouse with exclusive amenities to be enjoyed by the residents. Additional Park elements will include open space areas with looped walking trails and preserved groves of shade trees. Benches and picnic tables will reside beneath the canopy for shaded seating. The Clubhouse and trail elements will help to reduce any potential burden the future residents of New Growth at Roger Hanks would otherwise place on existing City of Dripping Springs public amenity and trail facilities.

Parkland Calculations

Following is a summary of parkland improvements provided by New Growth:

I. Parkland required by City of Dripping Springs' Code of Ordinances**1. Required**

- a. One (1) acre of parkland per 23 living unit equivalents (DU's), satisfied by cash or land dedication. Based on the maximum 240 residential units within the New Growth, a maximum of 10.43 acres of parkland credit shall be required.
- b. A Park Development Fee is required to be paid by the developer to meet the need for the active recreation parks. The fee is calculated by multiplying the number of dwelling units by \$648. The total required Parkland Development Fee for this project will be \$155,520 as shown on the submitted Parkland Exhibit.



II. Proposed Parkland Program

1. Public Parks

A total of 4.82 acres is being dedicated to the City as a contiguous park lot on the northwest side of the property. Within this park lot is an existing 0.6 acres seasonal wet pond which will remain undisturbed. An additional 1.67 acres of amenity ponds will be constructed in this quadrant, creating a combined 6.49 acres of contiguous open space for parkland credit on the northwest side of the site.

In addition to the parkland in the northwest portion of the property, The Parkland and Open Space Plan public open space corridors will include:

- **Roadside Trails**
A ten foot (10') wide concrete roadside trail constructed within the public ROW along the west side of Roger Hanks Parkway which traverses the property north to south. The concrete trail will extend to the south of Highway 290 along the western edge of Roger Hanks Parkway and strengthen the connectivity of the City of Dripping Springs' public trails system.
- **Off-road Trails**
Within the public parks and open spaces, five foot (5') wide concrete sidewalks and trails will be constructed to create connectivity between the open spaces and the parks system.
- **Amenity Ponds**
A part of the public open spaces includes ponds, which will be constructed with earthen berms and trail connections with seating areas maximizing views of the open spaces and wildlife. These amenity ponds receiving parkland credit are additionally surrounded by public open space and/or parkland with trails.

2. Private Parks and Open Spaces

The New Growth Parkland and Open Space Plan includes a clubhouse amenity facility which will provide private improvements including, but not limited to the following:

Exclusive Amenities:

- 3,000 square foot Class A clubhouse amenity facility
- 1,500 square foot resort-style pool
- Community high-speed Wi-Fi
- Yoga/fitness rooms
- Barbecue grills/outdoor kitchen with ramada shade structure
- Indoor and outdoor lounge areas
- Central linear park for passive recreation connected to club amenity
- Pocket parks and walking paths
- Bike racks
- Benches and seating
- Electric car charging stations



In addition to private parkland, private open spaces will be distributed throughout the Community. Some portions of the open space will provide stormwater detention. Due to poor access and visibility from the public right-of-way and public park system, these ponds are not considered as amenity ponds and are not being counted toward the parkland dedication acreage.

III. Parkland Calculation Summary

Parkland Dedication Requirements: Based on parkland calculations required by the City of Dripping Springs Code, New Growth is required to provide 10.43 acres of total parkland.

Proposed Parkland Credit: As shown in the Parkland Open Space Plan, a total of 10.48 acres of public and private parkland credit shall be provided.

Total Residential Units:	240 units		
Parkland Requirement:	10.43 acres	(1 AC / 23 DUs)	
Parkland Credit Summary	Total Area	Credit	Dedication
Dedicated Park Tract	4.82 acres	100% Credit	4.82 acres
Public Open Space	1.20 acres	100% Credit	1.20 acres
Amenity Pond	2.61 acres	100% Credit	2.61 acres
Public Parkland Credit	8.63 acres		8.63 acres
Private Parkland	1.85 acres	100% Credit	1.85 acres
Private Open Space	0.83 acres	0% Credit	0.00 acres
Non-Amenity Pond	0.54 acres	0% Credit	0.00 acres
Private Parkland Credit	3.13 acres		1.85 acres
Total Private and Public Parkland Credit			10.48 acres
Required Parkland Dedication			10.43 acres
Delta:			0.05 acres

IV. Maintenance

All public and private open space and public and private parkland, including all constructed water quality ponds shall be maintained by the professional on-site property management staff. The public park tract on the northwest corner shall also be maintained by management staff through an access easement overlay (to be coordinated with the City). The management staff will be on site prior to any rental units being occupied. The costs required to maintain parks, open space trails, entry feature monuments, walls and public areas within the access easements will be covered and part of the on-site property management operating budget.



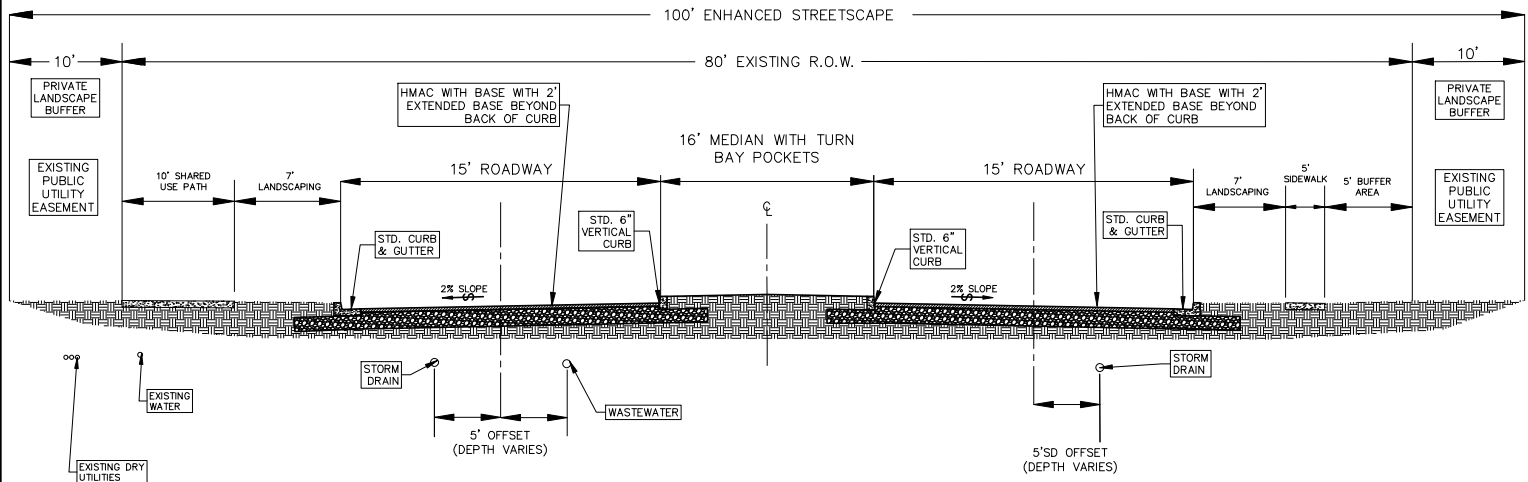
V. Phasing

The residential portion of New Growth at Roger Hanks will be constructed without phasing, unless on-site wastewater treatment is required. The Clubhouse Amenity shall be constructed in conjunction with the first residential units which will relieve the use of the City's public facilities for the first families that move into the community.

NEWGROWTH ROGER HANKS – LIST OF VARIANCES & ALTERNATIVE STANDARDS

#	Ordinance	Description	Requirement	Requested Variance	Justification
<i>Chapter 22, Water Quality Protection</i>					
1	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 TCEQ Optional Enhanced Measures (OEM) load management requirements.	Providing stream buffers per the TCEQ OEM that exceed the City of Dripping Springs water quality buffer requirements. 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.
<i>Chapter 28, Subdivisions and Site Development</i>					
2	(Exhibit A), 30.2	Performance Guarantees	Required for public improvements	The City of Dripping Springs will not require bonds to be issued to the City for public infrastructure owned and maintained by other jurisdictions. Owner will provide the City proof of performance bonds for infrastructure owned and maintained by other jurisdictions. Or the owner will provide the City with documentation that performance bonds are not required for infrastructure owned and maintained by other jurisdictions.	Performance standards will be provided to owner / user of public improvements if needed.
3	Section 22.05.016 (d)(1)	Impervious Cover	Items not considered impervious cover: Existing roads adjacent to the development and not constructed as part of the development at an earlier phase;	Items not considered impervious cover: Existing road sections adjacent to and within the development as it exists before acceptance of this PDD. Any additional impervious cover that is required outside of the existing road section will be counted as new impervious cover only.	Allow for more enhanced green spaces by minimizing the footprint of water quality controls.
<i>Roadway Standards</i>					
4	CODS TCSS Section 2.2.1	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 large rural subdivisions with higher design speeds. City of Austin TCM is better suited for urban subdivisions with slower design speeds.
5	Section 9.2.2(a)(1)	Side slopes on swales	No steeper than 1 vertical to 6 horizontal	No steeper than 1 vertical to 3 horizontal	Complies with City of Austin, Drainage Criteria Manual 6.4.1.D

Item # 2.



80' R.O.W. ROGER HANKS PARKWAY
TYPICAL SECTION
2 LANE MINOR ARTERIAL
N.T.S.

Scale:	NTS
Designed:	JH
Drawn:	JBB
Reviewed:	JG
Date:	5/5/2022

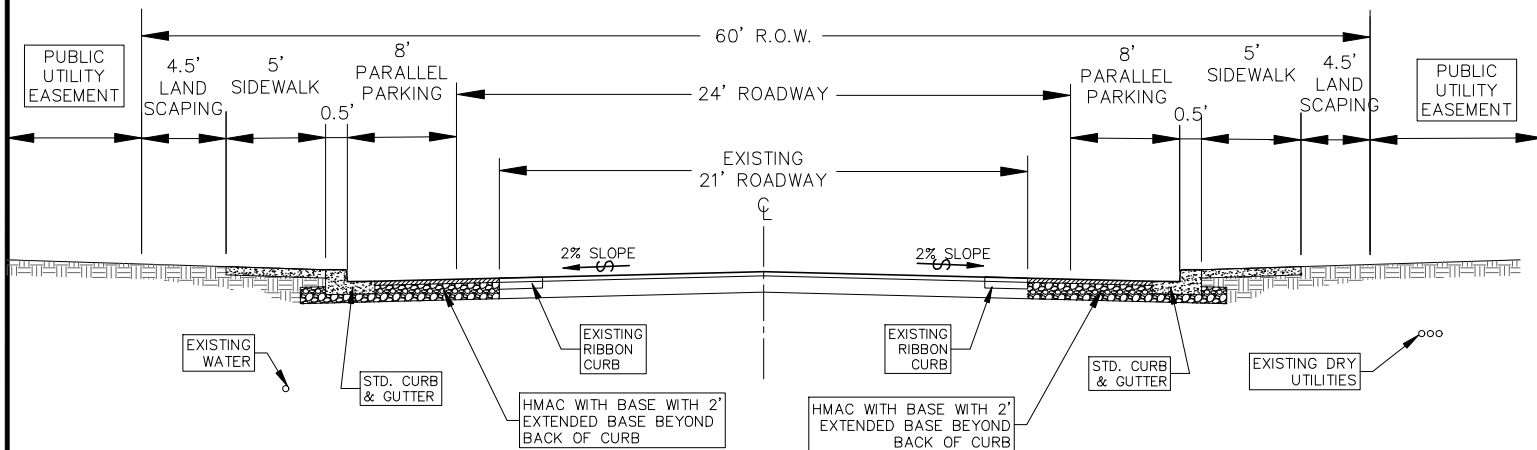
SHEET
1
 OF 4

Project No:
 2256-001

NewGrowth
 DRIPPING SPRINGS, TEXAS

TYPICAL ROAD
CROSS SECTION - 80' ROW
ROGER HANKS PARKWAY

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



60' R.O.W. HAMILTON CROSSING

TYPICAL SECTION

2 LANE RESIDENTIAL COLLECTOR

N.T.S.

Scale:	NTS
Designed:	JH
Drawn:	JBB
Reviewed:	RWP
Date:	5/5/2022

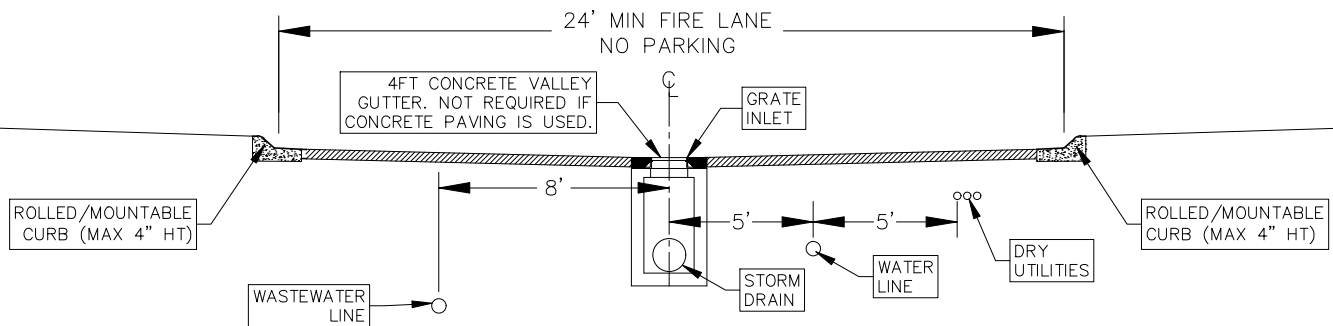
SHEET
2
OF 4

Project No:
2256-001

NewGrowth
DRIPPING SPRINGS, TEXAS

TYPICAL ROAD
CROSS SECTION - 60' ROW
HAMILTON CROSSING

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



24' PRIVATE DRIVE TYPICAL SECTION N.T.S.

Scale:	NTS
Designed:	JH
Drawn:	JBB
Reviewed:	RWP
Date:	5/5/2022

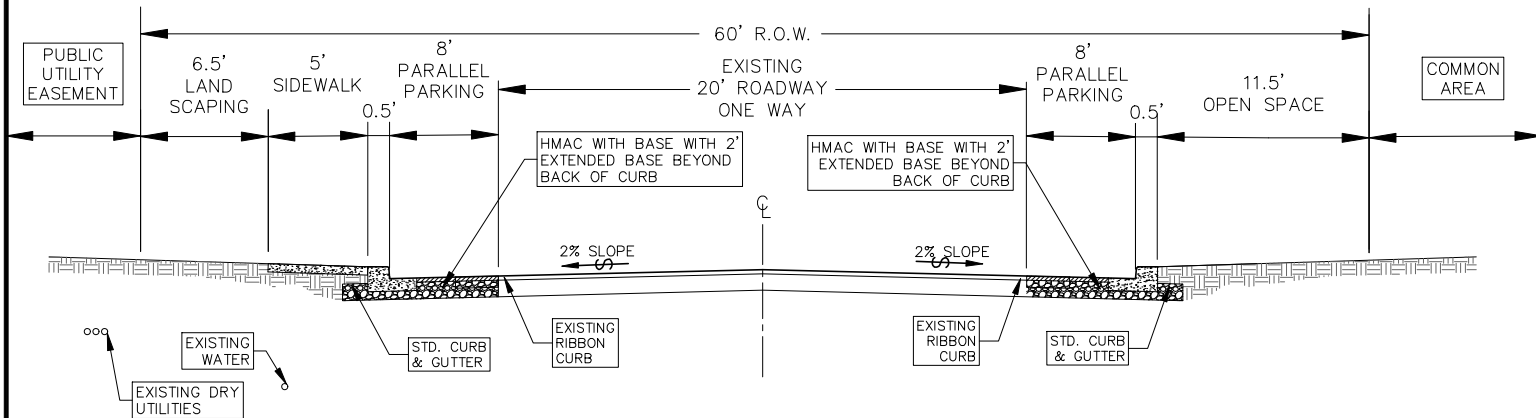
SHEET
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OF 4

Project No:
2256-001

NewGrowth
DRIPPING SPRINGS, TEXAS

TYPICAL ROAD
CROSS SECTION - 24' PRIVATE
DRIVE

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



60' R.O.W. LAKE LUCY LOOP

TYPICAL SECTION

N.T.S.

Scale:	NTS
Designed:	JH
Drawn:	JBB
Reviewed:	RWP
Date:	5/5/2022

SHEET
3
OF 4

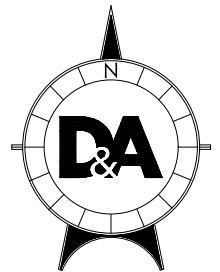
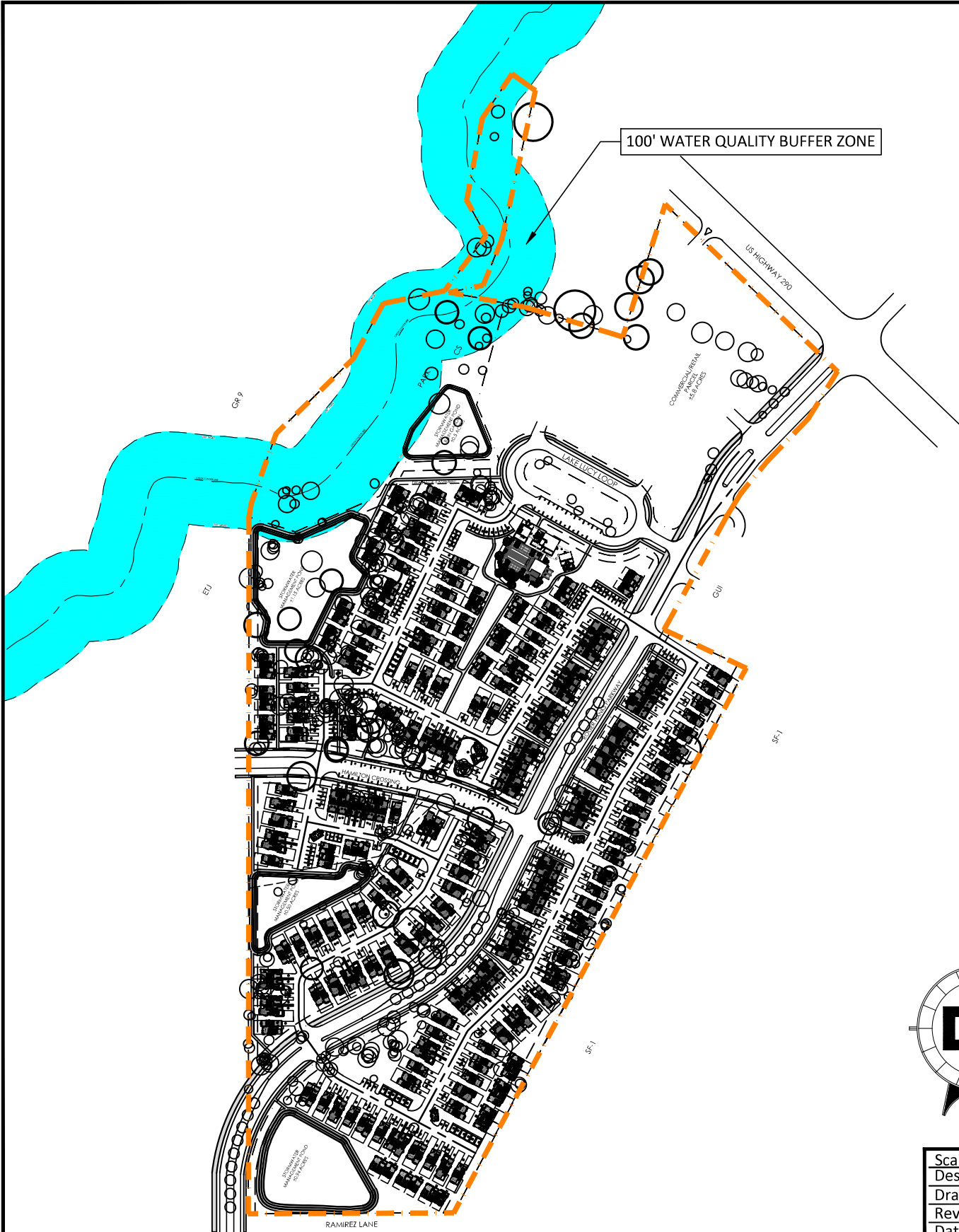
Project No:
2256-001

NewGrowth
DRIPPING SPRINGS, TEXAS

TYPICAL ROAD
CROSS SECTION - 60' ROW
LAKE LUCY LOOP

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

Item # 2.



Scale: NTS
Designed: JH
Drawn: JBB
Reviewed: RWP
Date: 7/7/21

SHEET
1
OF 1

Project No.:
2256-001

New Growth
DRIPPING SPRINGS, TEXAS

**PLANNED DEVELOPMENT
DISTRICT
EXHIBIT F - WATER QUALITY
BUFFER ZONES**

**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

EXHIBIT G

PD Uses Chart:

The uses permitted in described in zoning classification CS as adopted in 2004 are restricted in PDD –to only allow the following:

Residential Areas – +/- 25.38 acres:

- Rental Single-Family Dwelling, Detached;
- Rental Garden Home/Townhome, Attached;
- Rental Accessory Bldg/Structure (Residential);
- Home Occupation;
- Swimming Pool, Private;
- Community Center, Private; and
- Those uses listed in the City's zoning ordinance for the MF 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).

Commercial Area – +/- 5.80 acres, being Lot 2, 3, 4, 5:

Permitted Uses:

- Those uses listed in the City's zoning ordinance for the GR District or any less intense commercial district uses are hereby permitted by right within the commercial portion of the Project
- Financial institution
- Others uses are designated as requiring a Conditional Use Permit (CUP).

Excluded Uses:

- Permanent residential use, but hotel/overnight accommodations are permitted
- Psychic Reading Services
- Fire station
- Orphanage
- Amusement Services (Outdoor)
- Bingo Hall
- Bowling Center
- Automotive/vehicle related uses (sales, rental, servicing, repair)
- Mini-warehouse/self storage facilities
- Radio or television studio
- Upholstery shop

EXHIBIT H

Transportation Plan

[Traffic Impact Analysis delivered to City of Dripping Springs and TxDot for agency review]

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 **DS Propco Owner LP**, a Delaware Limited Partnership ("Owner").

RECITALS:

WHEREAS, Owner owns certain real property consisting of substantially all of the lots in Roger Hanks Park, a subdivision in Hays County, Texas located within the City Limits of the City of Dripping Springs ("City"), in Hays County, Texas, as more particularly described on **Exhibit A**, which Land is within 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 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 PDD Ordinance attached hereto. If not addressed in the 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 DS Propco Owner LP, a Delaware Limited Partnership.
- 2.13 Project:** Has the meaning set forth in the Recitals.

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:

a. Owner will:

(i) construct, or cause to be constructed, at Owner's sole cost, modifications to Roger Hanks Parkway from the southern boundary of the Land to its intersection with US 290 as shown on the Transportation Diagram attached hereto as **Exhibit B**. This modification of Roger Hanks Parkway being the required modified roadway section for the proposed residential development of the Land as shown on **Exhibits B and B-1**; and

(ii) construct or cause to be constructed, a north bound left turn lane ("NLTL") on Roger Hanks Parkway at its intersection with US 290 as shown on the Transportation Diagram; and

(iii) construct or cause to be constructed, improvements to Hamilton Crossing and Lake Lucy Loop as shown on the Transportation Diagram attached hereto as **Exhibit B** and **Exhibits B-2 and B-3**; and

(iv) construct or cause to be constructed, improvements to Roger Hanks Parkway at Ramirez that includes a driveway with crash gate connection compliant with local fire code; and

(v) enter into a license agreement for improvements located within the City right-of-way including median improvements to be entered into prior to approval of the plat application; and

(vi) relocate Hays County Precinct 4 driveway to align with Lake Lucy Loop and Roger Hanks Parkway; and

(vii) construct or cause to be constructed a stub-out for wastewater service to the Hays County property during construction of Roger Hanks Parkway improvements.

b. Based upon the Traffic Impact Analysis ("TIA"), Owner and City have agreed upon the amount of Owner's required participation in the costs associated with the offsite traffic impact brought on by the Project (the "Owner's Participation Costs"); the Owner's Participation Costs are described on **Exhibit C** attached hereto with the improvements to be constructed described above.

c. The Owner will deposit with the City the sum of seventeen percent (17%) of the

cost of the Creek Road improvements as described by the TIA in the amount of \$148,236.72 within thirty (30) days of replat approval which shall fully satisfy Owner's Participation Costs for the other transportation improvements described in the TIA as shown in **Exhibit "C"**. These funds can be used to cover any costs related to the design, planning, and construction of Creek Road or any other improvements identified in this Agreement.

- d. 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 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.

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.** The Offsite Roads are planned within existing public right-of-way adjacent to the Land. As such, no right-of-way acquisition is required or contemplated for the planned improvements.
- 3.7 Construction Operations.** To reconstruct Roger Hanks Parkway along the frontage of the Land with a divided landscape median as depicted in Exhibit B attached requires removing the existing road. This will result in the closing of Roger Hanks Parkway to existing traffic during construction. City and Owner acknowledge these constraints. As such, the plans and specifications will include measures for local traffic to be re-routed during construction.

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 may 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 Project 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; (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; or (e) the date transmitted by electronic mail. 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

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

To Owner:

DS Propco Owner LP, a Delaware limited partnership
1515 S. Capital of Texas Highway
Suite 400
Austin TX 78746
Attn: Isaac Karpay
Email: isaac@newgrowthliving.com

Baker & Robertson
P O Box 718
Dripping Springs, Texas 78620
Attn: Rex G. Baker, III

- 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 who 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 – Depiction of Land
Exhibit B – Transportation Diagram
Exhibit B-1 – 80' ROW Roger Hanks
Exhibit B-2 – 60' ROW Hamilton Crossing
Exhibit B-3 – 60' ROW Lucy Loop
Exhibit C – Owner's Participation Costs

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

OWNER:

DS PROPCO OWNER LP
a Delaware Limited Partnership
by its general partner:
 DS Propco GP, LLC
 A Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A"**Property Description**LEGAL DESCRIPTION:

TRACT 1: LOTS 2 -10 AND LOTS 13-22, ROGER HANKS PARK, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 11, PAGE 324, PLAT RECORDS, HAYS COUNTY, TEXAS.

TRACT 2: COMMON AREA LOT BEING 0.330 ACRES, AND COMMON AREA LOT BEING 0.112 ACRES, ROGER HANKS PARK, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 11, PAGE 324, PLAT RECORDS, HAYS COUNTY, TEXAS.

TRACT 3: LOT PARK-A, AMENDED PLAT OF LOT 1 AND PARK, ROGER HANKS PARK, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 15, PAGE 25, PLAT RECORDS, HAYS COUNTY, TEXAS.



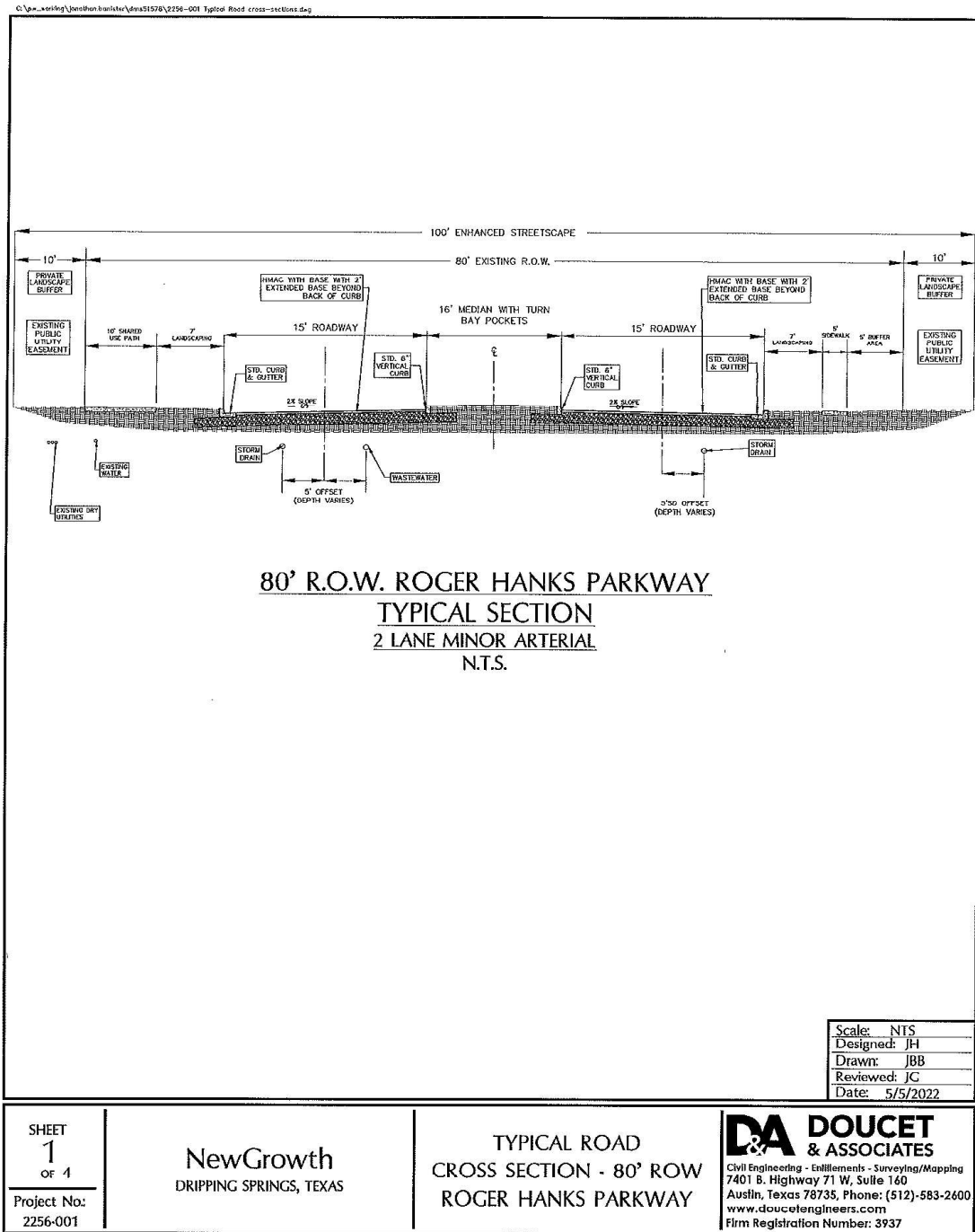
EXHIBIT "B"

Transportation Diagram



EXHIBIT “B-1”

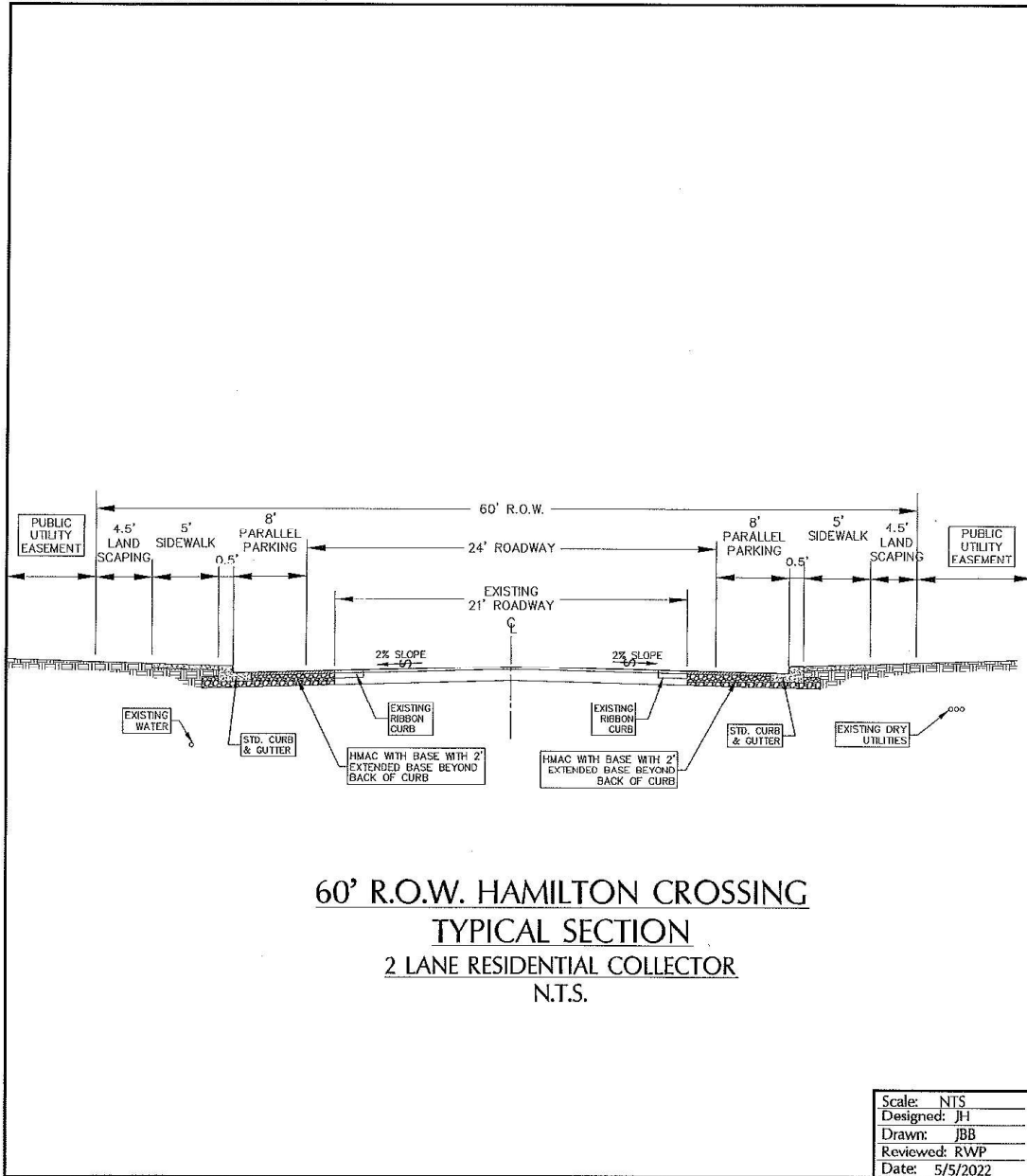
Road sections



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EXHIBIT B-2

C:\pwworking\jonathan.banister\dms51578\2256-001 Typical Road cross-sections.dwg



SHEET 2 OF 4 Project No: 2256-001	NewGrowth DRIPPING SPRINGS, TEXAS	TYPICAL ROAD CROSS SECTION - 60' ROW HAMILTON CROSSING	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
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EXHIBIT B-3

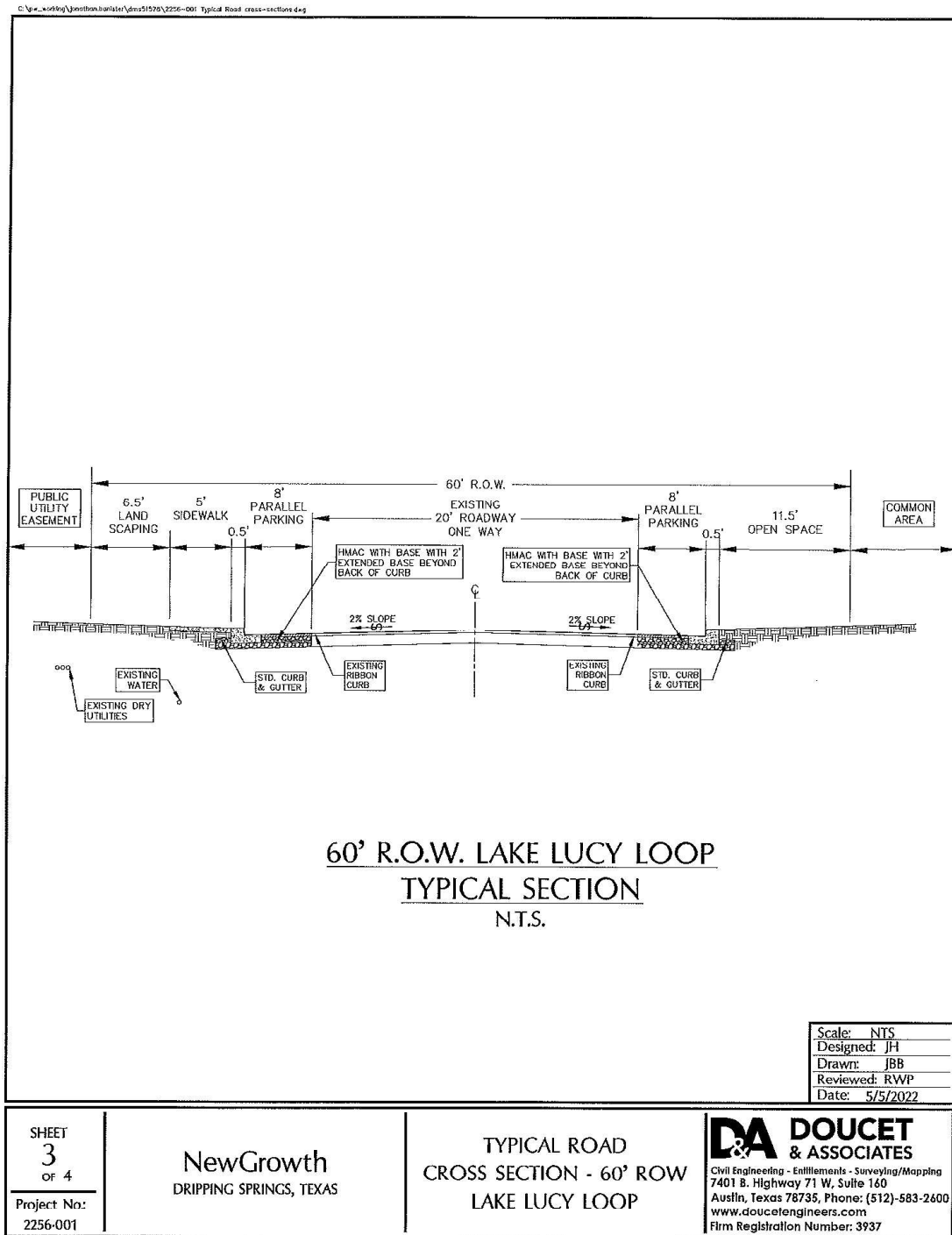


EXHIBIT "C"

Owner's Participation Costs:

ID	Location	Improvement	Construction Subtotal	Developer's Pro Rata Share %	Developer's Obligations	Developer's Construction Cost	Developer's Cash Contribution / Credits	Total Developer Contribution
Offsite Improvements								
101	US 290 @ Roger Hanks Pkwy	Restripe and add additional signage to accommodate for dual-lefts Add 200' NBL Turn Bay Update Signal Timings	\$10,000.00 \$133,320.00 \$5,000.00	100.00% 50.00% 100.00%	\$10,000.00 \$66,660.00 \$5,000.00	\$10,000.00 \$133,320.00 \$5,000.00	\$0.00 (\$66,660.00) \$0.00	\$10,000.00 \$66,660.00 \$5,000.00
102	US 290 @ Mighty Tiger Trail	Update Signal Timings Add 160' SBR Turn Bay	\$5,000.00 \$126,680.00	100.00% 24.40%	\$5,000.00 \$30,909.92	\$0.00 \$0.00	\$5,000.00 \$30,909.92	\$5,000.00 \$30,909.92
103	US 290 @ Sportsp ex Dr	Restripe Southbound Approach to have one right turn bay, one through-left and one left turn lane Add 475' WBR Turn Bay *	\$2,000.00 \$341,570.00	4.90% 3.20%	\$98.00 \$10,930.24	\$0.00 \$0.00	\$98.00 \$10,930.24	\$98.00 \$10,930.24
N/A	Creek Rd from Roger Hanks Pkwy to US 290	Add 4-ft of pavement (2-ft on each side)	\$365,279.08	17.40%	\$167,958.56	\$0.00	\$167,958.56	\$167,958.56
Roger Hanks Parkway Improvements			Offsite Improvements Total		\$296,556.72	\$148,320.00	\$148,236.72	\$296,556.72
Roger Hanks Parkway		Upgrade existing cross section and add turn bays at driveway locations, remove trees that obstruct sight distance	\$1,300,000.00	100%	\$1,300,000.00	\$1,300,000.00	\$0.00	\$1,300,000.00
			Roger Hanks Parkway Improvements		\$1,300,000.00	\$1,300,000.00	\$0.00	\$1,300,000.00
Total			\$1,596,556.72		\$1,448,320.00	\$148,236.72	\$1,596,556.72	\$1,596,556.72

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 DS Propco Owner, LP, a Delaware limited partnership, whose address is 477 Madison Avenue, 6th Floor, New York, NY 10022 (“**Owner**”).

RECITALS:

- A. Owner is the owner of the majority of the platted lots in ROGER HANKS PARK, a subdivision in Hays County, Texas (the "Subdivision"), according to the map or plat thereof (the "Plat") recorded in Book 11, Page 324, Plat Records of Hays County, Texas (the "**Land**") as 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 rental 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 West Interceptor 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 West 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 water, 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 Offsite Facilities connect to the System 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 West Interceptor Line. The west interceptor wastewater collection line to be constructed to carry sewage to the WWTP from a point north of Highway 290. The West 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 platted lots located in the ROGER HANKS PARK, a subdivision in Hays County, Texas (the "Subdivision"), according to the map or plat thereof (the "Plat") recorded in Book 11, Page 324, Plat Records of Hays County, Texas, as 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.** NewGrowth Enterprises, LLC, a Texas limited liability company.
- 1.17 Onsite Facilities.** All wastewater facilities, equipment or related improvements necessary to serve the Land between the structures on the Land.
- 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, as shown on **Exhibit C** attached hereto.
- 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 Pump & Haul Facilities.** Facilities located on the Land for the removal or treatment of sewage from the Land through pump and haul and related infrastructure.
- 1.22 South Regional Wastewater Treatment Plant.** 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.
- 1.23 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 West Interceptor Line.
- 1.24 TCEQ.** Texas Commission on Environmental Quality, or its successor agencies.
- 1.25 TLAP Permit.** A Texas Land Application Permit as authorized by TCEQ.
- 1.26 Unit.** A structure located on the Land that will be assigned a wastewater LUE by City.
- 1.27 WWTP.** The City's wastewater treatment plant that operates either pursuant to TCEQ Permit No. WQ0014488001 or the Discharge Permit.

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 244 residential LUEs and 30 commercial LUEs. City will make this retail wastewater service available to the Land pursuant to this Agreement upon (a) Owner's successful construction of Temporary Facilities as described in section 3.3 of this Agreement, or (b) Owner's construction and connection of the Onsite Facilities to the System and City's successful constructing and operation both the West Interceptor and the WWTP authorized by the Discharge Permit.. Additional LUEs will not be made available to the Land except as may be agreed in writing by City from time to time. Pump and Haul sewage activities or facilities are not authorized from the Land.

2.2 Commercial Development. Owner contemplates future commercial development on the Land. The proposed amenity center facilities, however, shall not be considered "commercial development" and all LUEs applicable to the amenity center facilities are considered to be residential LUEs.

2.3 Final Plat and Approved Construction Plan. Nothing in this Agreement approves Owner's application for the preliminary or final plats and approved construction plans for the Land, which remains subject to approval under City ordinances and regulations governing such approvals.

ARTICLE III 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 at this time. The City is pursuing the acquisition of the necessary easements that will allow the construction of the West Interceptor Line and proposed new wastewater treatment plant (TCEQ Permit No. WQ0014488003) expansion that will allow sewage from the Land to be permanently transported through the Offsite Facilities to the West 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 West 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 West 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 WWTP.

3.2 West Interceptor Line. For the Development to connect to the System, the West Interceptor Line will need to be designed and constructed. City shall design and construct the West Interceptor Line at its sole cost and expense.

3.3 Temporary Wastewater Service of the Land.

a. Because of the uncertainties associated with the construction and operation of the WWTP pursuant to the Discharge Permit., in the event the City is not able to provide service pursuant to Section 3.1 of this Agreement when Owner desires such service, Owner may apply for a TLAP Permit and construct a temporary wastewater treatment plant (“Package Plant”) and associated irrigation fields authorized by such TLAP Permit (“TLAP Fields”) (hereafter the Package plant and the TLAP Fields are jointly referred to as “Temporary Facilities”). Subject to §3.3.b. below, City will provide wastewater treatment service for the Land utilizing the Temporary Facilities and City will charge its standard retail wastewater service rates to users within the Development. All Temporary Facilities and easements necessary for connection to the Temporary Facilities shall be constructed or provided by Owner at no cost to City.

b. Prior to obtaining any unit building permit in the Development for a unit that will use a LUE, (1) Owner shall have constructed the Temporary Facilities and they must be ready for connection, or (2) the WWTP authorized by the Discharge Permit must be constructed and ready to receive wastewater and the connection to the West Interceptor must be complete. In other words, a viable connection to wastewater facilities must be in-place prior to the issuance of any Building Permits. If Temporary Facilities are constructed, 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 Owner’s submittal of the TLAP permit to TCEQ, 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 and Owner shall implement all reasonable City comments.

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 units 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 Temporary Facilities necessary for the operation of the Package Plant.

After construction of the Temporary Facilities and the facilities described in §3.2 d. (ii) above (including the Package Plant), upon acceptance of same by City, all Temporary Facilities and easements shall be turned over to City and City will be solely responsible for the cost, operation, maintenance and repair of the Temporary Facilities; provided, however, City and Owner acknowledge that the some of the easements associated with the Temporary Facilities are temporary and shall be terminated and released, where appropriate, upon the permanent connection to the System. Nothing in this paragraph should be construed as requiring or allowing the Owner to turn-over onsite collection system facilities to the City.

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 TLAP Fields in accordance with the permit issued for the Package Plant as long as the Package Plant is in service.

3.4 Termination of Package Plant. As soon as the West 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, all the Temporary Facilities associated with the Package Plant and the TLAP 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.

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 at Owner's sole cost. Onsite Facilities will remain the property of the Owner and shall not be conveyed or dedicated to the City and Owner will be responsible for operation and maintenance of all Onsite Facilities. Offsite Facilities.

4.4 Offsite Facilities. Owner is required to construct and install all Offsite Facilities at its cost. Owner agrees to complete the Offsite Facilities within 2 years of the Effective Date of this Agreement. Owner and City agree that a ___-inch Offsite wastewater transmission line would be required to serve the Land. Owner and City, agree, however, that Owner shall construct a ___-inch Offsite wastewater transmission line from the Land to the Connection Point and that City will reimburse Owner for the incremental costs associated with constructing the Offsite wastewater transmission line to be a ___-inch line rather than a ___-inch line. All facilities located in the areas dedicated to the City are deemed to be Offsite Facilities.

4.5 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.

4.6 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.

4.7 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 seven (7) days. After such final inspection, Owner shall timely correct any punch list items.

4.8 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.

4.9 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.

4.10 Conveyance of Offsite Facilities. Within sixty (60) days after the City’s acceptance of the Offsite Facilities under § 4.9, 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 this Agreement.

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.

4.11 Connection to the System. After the permanent connection to the System, Owner shall connect all wastewater flows up to 244 residential LUEs and 30 Commercial LUEs from the Land to the System in compliance with the City's Wastewater Ordinance.

4.12 Delivery of Drawings. Upon completion of the Onsite Facilities and Offsite 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 and Offsite Facilities; and (iv) certifications sealed by a registered professional engineer stating that the Onsite Facilities and Offsite Facilities are fully completed in substantial compliance with the Plans and Specifications approved by the City and in accordance with the as-built plans.

ARTICLE V FEES AND CHARGES

5.1 Impact Fees. The payment for the Impact Fees for each LUE will be due upon the completion of the West Interceptor Line and the wastewater plant authorized by the Discharge Permit and same are ready and able to receive and treat wastewater from the Project. The Impact Fee for each LUE for this Development is agreed to be and shall be set at \$7,580.00 per LUE. Connection of any structure on the Land to the System is prohibited until Owner pays the Impact Fees as required herein. 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 to Chapter 395. 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 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.

5.3 Line Extension Charges. In addition to Impact Fees, Owner agrees to pay the line extension charges for the West Interceptor when they are adopted in substantial compliance with the Wastewater Line Extension Ordinance of the City's Code of Ordinances. Additionally, City agrees

to pay to Owner the line extension charges it receives for the users that are required to pay their respective portion of the sewer lines constructed by Owner.

ARTICLE VI EASEMENTS

6.1 Onsite Facility Easements. Owner shall retain all easements for Onsite Facilities.

6.2 Offsite Facilities Easements. Owner 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. All Offsite Facility easements shall be conveyed or retained by City. City shall maintain all acquired easements at City's sole cost.

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, and wastewater facilities. 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 wastewater facilities.

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 the City's inability to utilize the Discharge Permit because of legal proceedings; 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)**.

7.3 Termination for Non-use. If the Owner does not connect the Land to the System within two years after the West Interceptor Line and the wastewater plant authorized by the Discharge Permit are ready and able to receive and treat wastewater from the Development, then the LUEs's committed by the City by this agreement are released, and the City will be under no further obligation to serve the Land and this Agreement shall terminate. If this Agreement terminates pursuant to the provision, no moneies paid to the City prior to the termination shall be refunded.

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:

DS Propco Owner LP
477 Madison Avenue, 6th Floor
New York, NY 10022
Attn: Isaac Karpay
Tel: 813 785-7964

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	Map of the Land
Exhibit B	Legal Description of the Land
Exhibit C	Map of Connection Point
Exhibit D	Form of Easement

8.13 Effective Date. Effective Date. The Effective Date of this Agreement is July 15, 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

DS Propco Owner LP
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was executed before me on _____, 2022 by _____,
_____ of DS Propco Owner LP, a Delaware limited liability company, on behalf of
said limited liability company.

Notary Public, State of Texas

My Commission Expires: _____.

Exhibit A

Map of the Land

DocuSign Envelope ID: BBD1764D-4846-4411-98A4-5877C8BA638F



Exhibit B
Legal Description of the Land

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16; 17, 18, 19, 20, 21, 22, the Park and the Common Area, ROGER HANKS PARK, a subdivision in Hays County, Texas (the "Subdivision"), according to the map or plat thereof (the "Plat") recorded in Book 11, Page 324, Plat Records of Hays County, Texas.

Exhibit C

Map of Connection Point

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, 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

EXHIBIT “A”
EASEMENT TRACT

MEMORANDUM OF UNDERSTANDING

NewGrowth Enterprises, LLC, a Texas limited liability company and DS Propco Owner LP, a Delaware Limited Partnership jointly referred to herein as ("NG") and the City of Dripping Springs, Texas, a general laws municipality ("City") enter into this Memorandum of Understanding ("MOU") effective as of October 26, 2021.

Recitals

- A. NG has submitted a draft Planned Development District No. 14 ("PDD") to the City for review and approval.
- B. The land within the PDD is substantially all of the lots in Roger Hanks Park, a subdivision in Hays County, Texas located within the City Limits of the City, and as more particularly identified and described in Exhibit "A" (the "Property").
- C. The Land will be a residential development consisting solely of rental residential units and related amenities (the "Project"). There is a commercial portion that borders US 290.
- D. The Project is within the area specifically designated by the City's Comprehensive Plan – Emerging Mixed Use Activity Center (Development and Building Ordinances – Section 2.1), which states, "In specific areas of town identified as activity nodes [in which the Project is located], more flexible form-based zoning will be used. This type of zoning focuses more on building appearance, size, and relationship to other buildings and the street rather than strictly controlling uses in that building. In targeted nodes, the goal is to provide opportunity for a mix of uses that can meet community needs of lower cost housing along with additional retail, office and commercial uses".
- E. As a residential rental community, it will provide attainable, attractive rental homes for those desiring to live in Dripping Springs, but choose not to own, or cannot afford to purchase a house, or for those desiring to downsize and not have the burden of home ownership.
- F. In order to proceed with the Project, the City and NG desire to reach an accord regarding the Project's density, provisions for wastewater treatment, parkland dedication, and transportation improvements to Roger Hanks Parkway (the "Essential Elements").
- G. NG has a limited time frame within which to obtain the City's consent to the Essential Elements and therefore is seeking its approval.

NOW THEREFORE, the City and NG agree to the following Essential Elements:

1. The Project will consist of a mix of up to 240 attached and detached single family residential dwellings, dedicated trails, parkland, an amenity center, and other amenities benefitting the residents of the project. Additionally, there is a minimum of a 5.8 acre commercial portion. The Project will be constructed consistent with future zoning and related land use approvals. The proposed project plan is attached as Exhibit "B". Approval of this Memorandum of Understanding is not an approval of the project plan attached as Exhibit "B".
2. The Project's dedicated public and private parkland shall contain 10.55 acres. The City of Dripping Springs Parkland Ordinance would require 10.43 acres. NG shall pursue a credit

for its on-site amenity improvements (community use of pool, clubhouse, trails) which will relieve the use of the City's public facilities. The proposed pool, parks, trails and open space plan is attached hereto as Exhibit "C". The project will pay all required Park Development Fees.

3. The Project is planning to construct and fund a wastewater line extension from the City's West Interceptor sewer line to the Property and US Hwy 290. The extension will service the Project and be available for property north of US Hwy 290. It is anticipated that the City's West Interceptor sewer line will be completed and operational for transporting the Project's wastewater to the City's sewer plant prior to the Project's completion; however, as a safety measure, until the West Interceptor line is available to the Project, NG will either (i) apply for a TLAP permit for treatment of the Project's wastewater or (ii) apply for on-site septic permits. The Project will not discharge any wastewater until (i) the TLAP or septic system apparatuses are permitted and operational or (ii) the Western Intercept sewer line is operational and available to transport the Project's wastewater to the City's sewer plant.
4. The City is reviewing the proposed improvements to Roger Hanks Parkway that have been submitted by NG. One plan creates a center turn lane and the other creates a center median. NG will accept the decision of the City as to which best serves the community.

This MOU shall serve as the approved outline of the Project as it relates to the Essential Elements addressed herein.

CITY OF DRIPPING SPRINGS, TEXAS:

By: Bill Foulds, Jr.

Name: Bill Foulds, Jr.

Title: Mayor

NEWGROWTH ENTERPRISES, LLC:

By: Francis Coppello

Name: Francis Coppello

Title: Authorized Signatory

DS PROPCO OWNER LP; by DS Propco GP LLC, its general partner

By: Francis Coppello

Name: Francis Coppello

Title: President

EXHIBIT "A"
Property Description

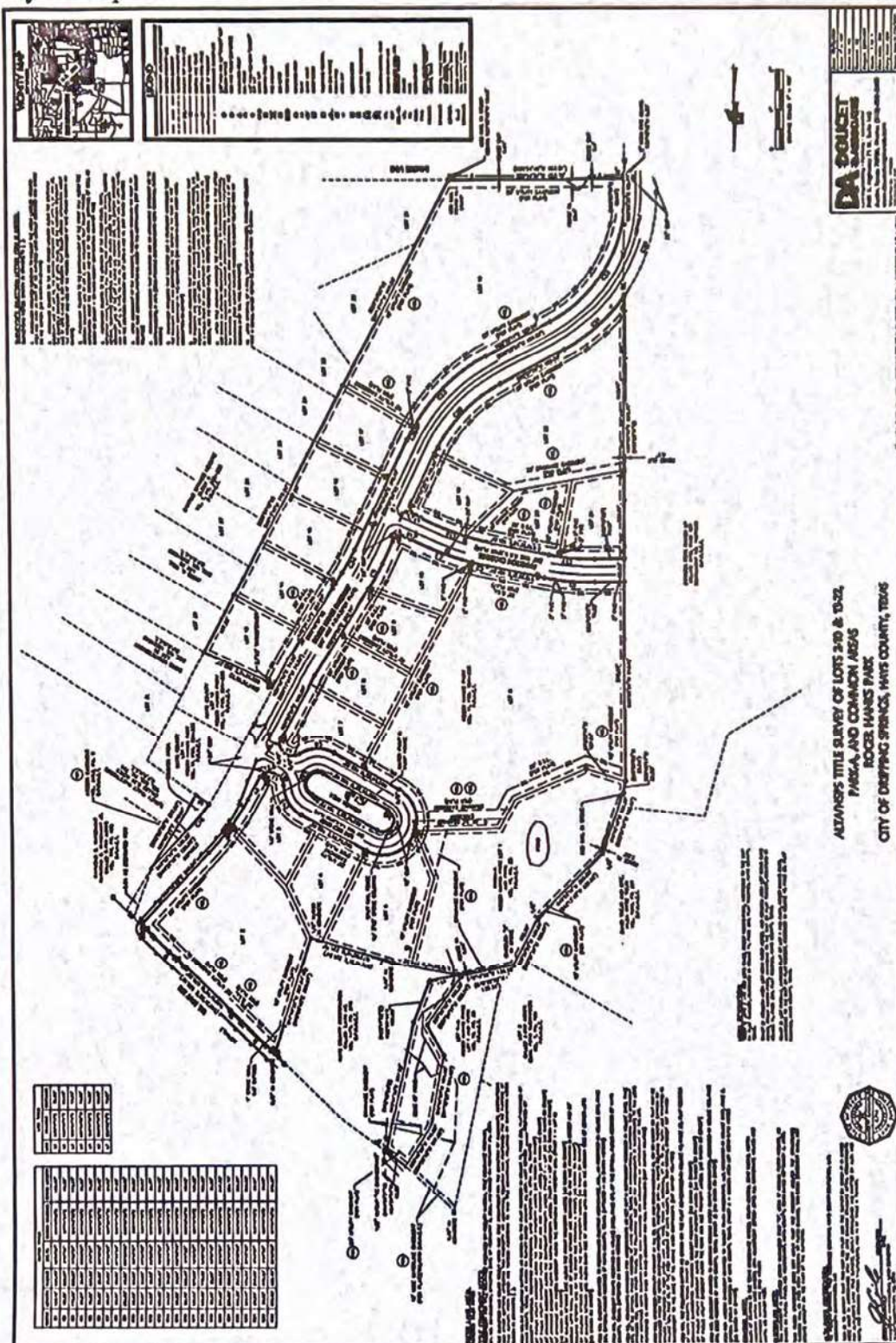


EXHIBIT "B" The Concept Plan

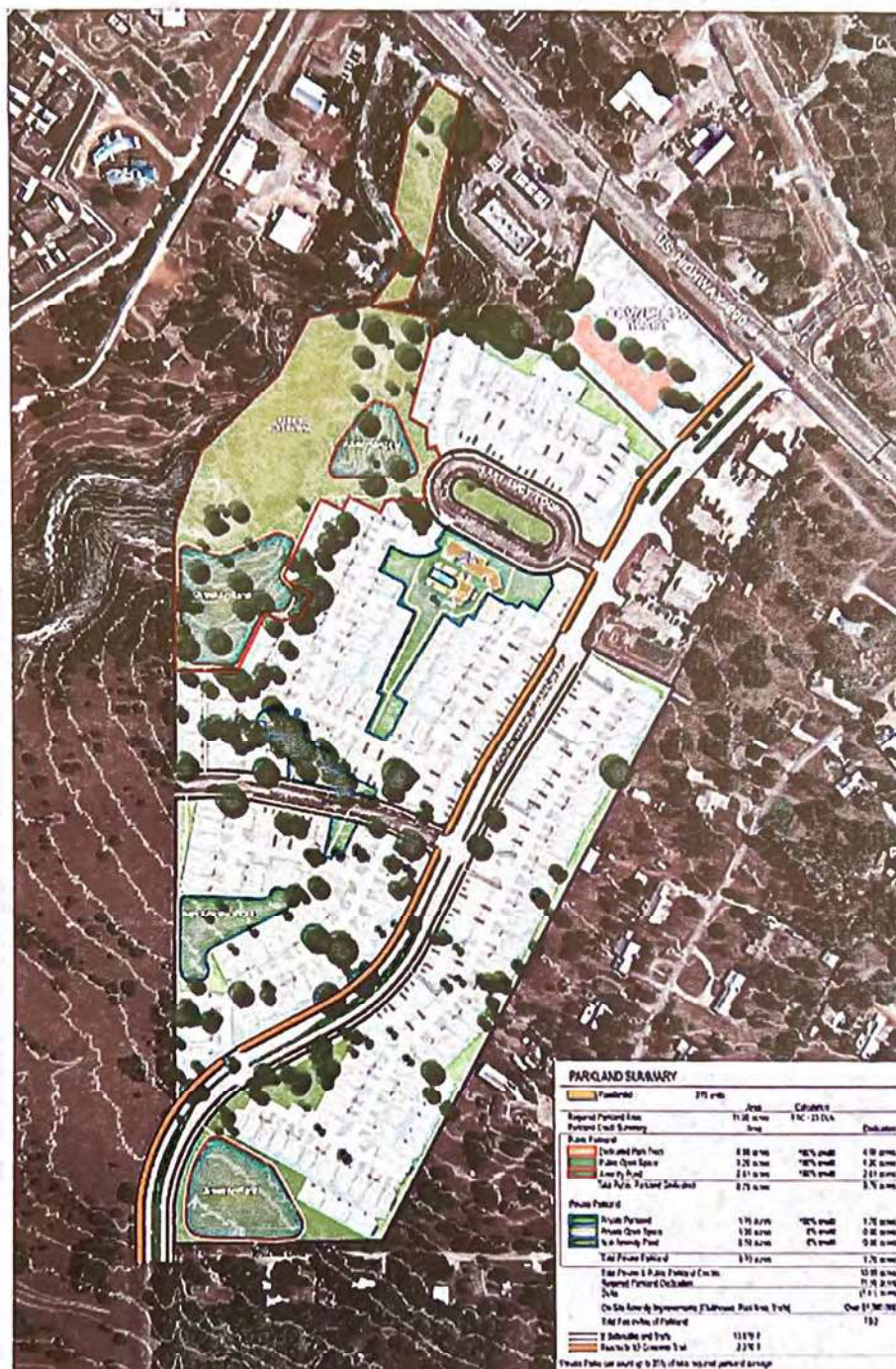


NEW GROWTH LIVING
RENTABLE LIFESTYLE COMMUNITIES

NEW GROWTH - DRIPPING SPRINGS DRIPPING SPRINGS, TEXAS Illustrative Site Plan

SCALE 1" = 80'-0"
FOR ILLUSTRATIVE PURPOSES ONLY

EXHIBIT "C"
Parkland Area



SEC Planning, LLC

Land Use and Landscape Architecture & Planning Studies

04/07/94, 09:55:5

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**EXHIBIT C
PARKLAND EXHIBIT**

NEW GROWTH
DRIPPING SPRINGS, TEXAS

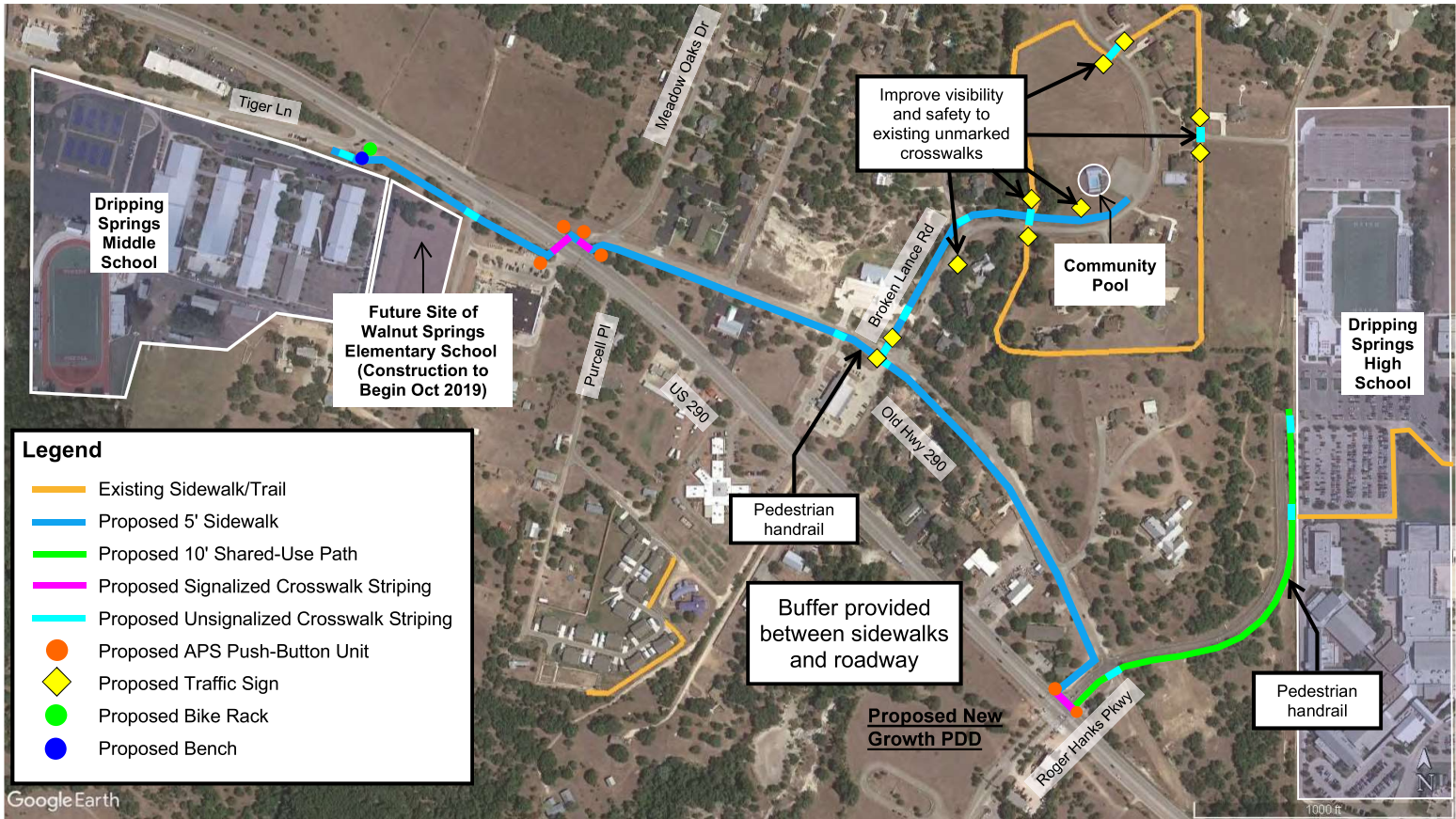


Scale 1" = 200'

Date: October 13, 2021

How regulatory agencies have been paid is also a concern. At one time, they should be completely self-sufficient, a kind of self-help, not subject to change. That is not in conformity with what we do not represent any regulatory agency. That is subject to change.

City of Dripping Springs
DSMS to DSHS SRTS Shared-Use Path/Sidewalk Project
Project Layout Map



Dripping Spr Middle School SRTS SUP/Sidewalk Project along US Hwy 290 from DSpr High School to DSpr Middle School Project # 0_AUS_Dripping Springs03_SRTS-TA_Dripping Springs MS SUP & Sidewalk



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING JULY 2022, AS**

“Parks and Recreation Month”

WHEREAS, parks and recreation programs are an integral part of the Dripping Springs Community; and

WHEREAS, our parks and recreation services are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks, natural open space, and natural recreation areas improve water quality by protecting groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the Dripping Springs Community recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT PROCLAIMED BY THE CITY OF DRIPPING SPRINGS COUNCIL THAT:

1. July 2022 shall be proclaimed as “Parks & Recreation Month” in the City of Dripping Springs; and
2. The City Council invites the Dripping Springs Community to explore the City’s community parks and parks programming.

Bill Foulds, Jr., Mayor

July 2022 National Parks & Recreation Month!

This month we're celebrating all our fabulous parks professionals and volunteers who make Dripping Springs a better place to live, work, and play!

3 Just go fly a kite... at one of our parks!



4 Watch Fireworks tonight from a safe distance!



5 Take a swim at Founders Memorial Pool!



6 It's Farmers Market Wednesday! See Ya at the Pound House Farmstead at Founders Memorial Park! from 3-6!



7 Grab your mountain bike and check out the great trails at Ranch Park!



1 It's "Help Make Our Parks Beautiful" Friday!




Take an hour out of your day to pick up litter!

2 Visit Charro Ranch Park today! Reflect on peace and nature!



10 Did you know you can reserve Founders Pool for private Parties?



11 Visit a park and just do some cloud and sky gazing today!



12 Today take a walk in one of our parks, but remember to stop and smell the roses... and other flowers!



13 It's Farmers Market Wednesday! See Ya at the Pound House Farmstead at Founders Memorial Park! from 3-6!



14 Tomorrow is Park and Rec Professionals Day! Reach out to your favorite Parks and Rec person and say, "THANK YOU!"

15 It's "Help Make Our Parks Beautiful" Friday!



Take an hour out of your day to pick up litter!

16 Visit one of our wonderful playgrounds!



17 Hit the trails at Ranch Park with one of your 4-legged friends!



18 It's Park Maintenance Monday!

Let's celebrate all of those who ensure our parks and facilities are safe and wonderful!

19 Go buy a pinwheel at the dollar store. Then embrace the wind at one of our parks!



20 It's Farmers Market Wednesday! See Ya at the Pound House Farmstead at Founders Memorial Park! from 3-6!



21 Have a fun game of volleyball at our new courts at Sports and Recreation Park!



22 It's "Help Make Our Parks Beautiful" Friday!



Take an hour out of your day to pick up litter!

23 Watch the sunrise! Hit one of our Parks and watch the sunrise with your family!



24 A BIG THANK YOU! to all our wonderful park volunteers!



25 Have a picnic in a park today!



26 Pay Tribute to our local veterans at Veterans Memorial Park. Thank you for your service!



27 It's Farmers Market Wednesday! See Ya at the Pound House Farmstead at Founders Memorial Park! from 3-6!



28 It's the new moon! Enjoy the dark sky at one of our parks. The wide open spaces are perfect for star gazing!



29 It's "Help Make Our Parks Beautiful" Friday!



Take an hour out of your day to pick up litter!

30 Create a nature "Scavenger Hunt!" Hit a park and look for things in nature!



31 We have a wish... For you to enjoy our parks this month and all year round!



Let's rise up and support parks and recreation, because every day, park and recreation professionals rise up for our wonderful little city!



Download our calendar and follow along at: cityofdrippingsprings.com/parks-community-services/! Details on many things in this calendar can be found on the Parks & Community Services pages, too!



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 29, 2022

Agenda Item Wording: **Approval of a Resolution Confirming to Consent to MUD Number 7 at Double L Ranch otherwise known as Anarene.**

Agenda Item Requestor: *Applicant: Anne Stanford, ABHR, LLP*

Summary/Background: This item is a confirmation of the consent to MUD Number 7 that the City has already agreed to consent through multiple Development Agreements, but had not finalized through written resolution. The MUD was created by the Texas Legislature in 2015 after the Development Agreement was approved by City Council that included consent to creation of a special district with the attached item to follow. This resolution is in line with the updated Development Agreement adopted in 2021.

Commission Recommendations: N/A

Recommended Council Actions: Approval of the Resolution.

Attachments: Petition for MUD; Resolution for MUD; 2021 DA; 2015 DA

Next Steps/Schedule: Execute resolution.

RESOLUTION NO. 2022-_____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS,
TEXAS, GRANTING CONSENT TO THE CREATION OF A MUNICIPAL UTILITY
DISTRICT**

WHEREAS, a municipal utility district, known as Hays County Municipal Utility District No. 7, was created by the Texas Legislature by House Bill 4183, 84th Regular Session, over the land described in **Exhibit A** (the "Land");

WHEREAS, the Land is located in the extraterritorial jurisdiction of the City; and

WHEREAS, Section 42.042 of the Texas Local Government Code provides that land within a city's extraterritorial jurisdiction or corporate boundaries may not be included within a municipal utility district without the city's written consent; and

WHEREAS, the City of Dripping Springs, Texas (the "City") desires to evidence its written consent, by resolution, to the creation of the District and inclusion of the Land in the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, as follows:

Section 1. The facts and opinions in the preamble of this Resolution are true and correct.

Section 2. The City Council of the City of Dripping Springs, Texas, grants its written consent to the creation of the District and inclusion of the Land therein. The District is authorized to exercise all powers granted to a municipal utility district, or which may hereafter be granted, under the Constitution and laws of the State of Texas.

Section 3. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 4. All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

PASSED AND APPROVED the ____ day of _____, 2022.

Mayor

ATTEST:

APPROVED:

City Secretary

City Attorney

EXHIBIT "A"
Metes and Bounds Description of the Land

SECTION 2. The Hays County Municipal Utility District No. 7 initially includes all the territory contained in the following area:

DESCRIPTION OF NINE (9) PARCELS OF LAND (1) CALLED TO BE 1051.23 ACRES OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, THE MARCUS D. RAPER SURVEY NO. 37, A-394, AND THE EDWARD W. BROWN SURVEY NO. 136, A-44, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 410, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS, (2) CALLED TO BE 206.2 ACRES OF LAND OUT OF THE EDWARD W. BROWN SURVEY NO. 136, A-44, AND THE PHILIP A. SMITH SURVEY NO. 26, A-415, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 403, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (3) CALLED TO BE 139.16 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 1, (4) CALLED TO BE 11.02 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 39, A-148, DESCRIBED AS TRACT 2, (5) CALLED TO BE 11.00 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 3, (6) CALLED TO BE 11.05 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 4, (7) CALLED TO BE 226.11 ACRES OUT OF THE EDWARD W. BROWN SURVEY NO. 136, A-44, DESCRIBED AS TRACT 5, SAVE AND EXCEPT 25.7398 ACRES DESCRIBED IN A DEED TO THE CITY OF DRIPPING SPRINGS, OF RECORD IN VOLUME 4467, PAGE 508, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (8) CALLED TO BE 17.80 ACRES OUT OF THE GEORGE W. LINDSEY SURVEY NO. 138, A-280, AND THE EDWARD W. BROWN SURVEY NO. 136, A-44, (3-8) ALL DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 420, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND (9) CALLED TO BE 29.78 ACRES, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD, OF RECORD IN VOLUME 2639, PAGE 400, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. THE FOLLOWING DESCRIPTION IS A COMPILATION OF INFORMATION FROM THE ABOVE MENTIONED DEEDS OF RECORD AND IN NO WAY REPRESENTS A SURVEY ON THE GROUND.

BEGINNING in the easterly right-of-way of Ranch Road 12, at the northwest corner of said 1051.23 acre tract;

THENCE, with the northerly and easterly lines of said 1051.23 acre tract the following nineteen (19) courses:

- 1) N 84° 54' 13" E, 41.10 feet;
- 2) S 54° 58' 12" E, 349.54 feet;
- 3) S 46° 30' 30" E, 373.94 feet;
- 4) S 75° 31' 52" E, 280.39 feet;
- 5) S 87° 28' 36" E, 509.18 feet;
- 6) N 70° 52' 58" E, 436.06 feet;
- 7) N 74° 15' 19" E, 335.56 feet;
- 8) S 60° 04' 22" E, 195.80 feet;
- 9) S 28° 26' 22" E, 244.50 feet;
- 10) S 01° 37' 38" W, 503.50 feet;
- 11) S 16° 09' 38" W, 587.50 feet;
- 12) S 34° 41' 38" W, 697.70 feet;
- 13) S 09° 57' 38" W, 414.80 feet;
- 14) S 20° 16' 22" E, 327.40 feet;
- 15) S 37° 29' 22" E, 126.60 feet;
- 16) S 54° 33' 38" W, 280.20 feet;
- 17) S 62° 30' 22" E, 466.67 feet;
- 18) S 58° 21' 22" E, 511.36 feet;
- 19) S 27° 42' 18" W, 4426.48 feet to the most northerly

corner of said 29.78 acre tract;

THENCE, with the easterly line of said 29.78 acre tract, the following two (2) courses:

- 1) S 29° 36' 26" E, 931.41 feet;
- 2) S 60° 36' 50" W 1551.06 feet to the northeast corner of said 206.2 acre tract;

THENCE, with the east line of said 206.2 acre tract the following fifteen (15) courses:

- 1) S 24° 30' 16" E, 46.65 feet;
- 2) S 15° 29' 56" E, 280.55 feet;
- 3) S 15° 36' 02" E, 182.44 feet;
- 4) S 06° 30' 37" W, 104.00 feet;
- 5) S 02° 19' 28" E, 55.08 feet;
- 6) S 14° 50' 58" W, 71.24 feet;
- 7) S 07° 20' 07" W, 154.45 feet;
- 8) S 07° 07' 05" W, 263.18 feet;
- 9) S 17° 20' 44" W, 196.99 feet;
- 10) S 01° 55' 39" W 330.60 feet;
- 11) S 01° 28' 16" W, 273.89 feet;
- 12) S 04° 26' 22" E, 42.77 feet;
- 13) S 00° 29' 14" E 238.72 feet;
- 14) S 00° 26' 31" W, 353.54 feet;
- 15) S 01° 05' 28" W, 706.28 feet to the southeast corner of said 206.2 acre tract;

THENCE, with the south line of said 206.28 acre tract, the following three (3) courses:

- 1) N 87° 23' W, 482.22 feet;
- 2) N 84° 43' W, 425.43 feet;
- 3) N 84° 47' W, 587.97 feet to the southwest corner of said 206.2 acre tract;

THENCE, with the westerly line of said 206.2 acre tract, the following four (4) courses:

- 1) N 35° 19' 20" W, 1263.76 feet;
- 2) N 41° 23' 11" W, 1696.56 feet;
- 3) N 41° 43' 03" W, 764.40 feet;
- 4) N 41° 16' 40" W, 437.00 feet to a point in the south line of said 1051.23 acre tract at the northwest corner of said 206.2 acre tract;

THENCE, S 88° 07' 17"W, approximately 443.3 feet (calculated) to the most southerly southwest corner of said 1051.23 acre tract;

THENCE, with a westerly line of said 1051.23 acre tract, the following nine (9) courses:

- 1) N 03° 04' 29" W, 631.00 feet;
- 2) N 74° 12' 57" E, 295.30 feet;
- 3) N 64° 28' 29" E, 427.51 feet;
- 4) N 02° 32' 52" E 669.83 feet;
- 5) N 86° 13' 48" W, 349.56 feet;
- 6) N 03° 46' 12" E, 50.00 feet;
- 7) N 86° 13' 48" W, 120.00 feet;
- 8) N 03° 46' 12" E, 40.00 feet;
- 9) N 86° 13' 48" W, 418.83 feet to a point in the west right-of-way line of said Ranch Road 12, at the most westerly southwest corner of said 1051.23 acre tract;

THENCE, S 26° 09' 19" W, across said Ranch Road 12, 456.1 feet (calculated), to the southeast corner of said 226.11 acre tract;

THENCE, N 27° 34' W, with the south line of said 226.11 acre tract, 325.2 feet (calculated) to the southeast corner of said 25.7398 acre tract out of said 226.11 acre tract;

THENCE, N 14° 36' 32" E, with the easterly line of said 25.7398 acre tract, 1469.96 feet;

THENCE, N 49° 13' 13" W, with the northerly line of said 25.7398 acre tract, 598.82 feet;

THENCE, S 45° 59' 39" W, with the westerly line of said 25.7398 acre tract, 1153.28 feet to a point in the south line of said 226.11 acre tract, at the southwest corner of said 25.7398 acre tract;

THENCE, N 46° 16' W, with the southerly line of said 226.11 acre tract, 4567.50 feet to the southwest corner of said 226.11 acre tract;

THENCE, with the west line of said 226.11 acre tract, the following five (5) courses:

- 1) N 00° 25' W, 453.14 feet;
- 2) N 00° 31' W 460.69 feet;
- 3) N 00° 13' W, 335.96 feet;
- 4) N 00° 10' W, 332.87 feet;
- 5) N 00° 02' E, 70.40 feet to the northwest corner of said 226.11 acre tract;

THENCE, S 60° 00' E, with the northerly line of said 226.11 acre tract, 4804.0 feet (calculated) to the southwest corner of said 17.80 acre tract;

THENCE, with the westerly line of said 17.80 acre tract, the following three (3) courses:

- 1) N 29° 48' E, 406.76 feet;
- 2) N 62° 27' W, 425.33 feet;
- 3) N 29° 48' E, 385.15 feet passing the southerly right-of-way line of a 50 foot roadway easement, and continuing for a total distance of 410.34 feet to a point in the centerline of said roadway easement at the northwest corner of said 17.80 acre tract;

THENCE, with the centerline of said right-of-way easement, the following five (5) courses:

- 1) S 67° 33' E, 21.40 feet;
- 2) A curve to the left having an arc distance of 192.52 feet, the chord of which bears S 86° 40' E, 188.97 feet;
- 3) N 74° 13' E, 544.89 feet;
- 4) A curve to the right having an arc distance of 192.03 feet, the chord of which bears S 86° 04' E, 188.26 feet;
- 5) S 66° 20' E, 109.07 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeast corner of said 17.80 acre tract;

THENCE, with the westerly right-of-way line of said Ranch Road 12, a curve to the right having a radius of 1959.86 feet, an arc distance of 511.4 feet, and a chord which bears N 36° 06' 22" E, 510.0 feet (calculated) to the most southerly corner of said 11.05 acre tract;

THENCE, with the westerly line of said 11.05 acre tract, said 11.00 acre tract, and said 11.02 acre tract, the following four (4) courses:

- 1) N 04° 48' W, 327.50 feet;
- 2) N 41° 55' E, 114.00 feet;
- 3) S 75° 06' E, 117.50 feet;
- 4) N 09° 37' W, at 852.55 feet passing the northwesterly corner of said 11.05 acre tract, same being the southwesterly corner of said 11.00 acre tract, at 1402.67 feet, passing the northwesterly corner of said 11.00 acre tract, same being the southwesterly corner of said 11.02 acre tract, and continuing for a total distance of 1833.86 feet to the northwesterly corner of said

11.02 acre tract;

THENCE, S 58° 44' E, with the northerly line of said 11.02 acre tract, 1614.18 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeasterly corner of said 11.02 acre tract;

THENCE, N 29° 01' 42" E, with the westerly right-of-way line of said Ranch Road 12, 1614.9 feet (calculated) to the most easterly southeast corner of said 139.16 acre tract;

THENCE, N 58° 44' W, with the easterly south line of said 139.16 acre tract, 600.00 feet to an ell corner of said 139.16 acre tract;

THENCE, with an easterly line of said 139.16 acre tract, the following four (4) courses:

- 1) S 31° 16' W, 446.38 feet;
- 2) S 39° 56' W, 156.68 feet;
- 3) S 08° 04' E, 37.25 feet;
- 4) S 31° 16' W, 469.92 feet to the most southerly southeast corner of said 139.16 acre tract;

THENCE, N 58° 44' W, with the westerly south line of said 139.16 acre tract, 1466.48 feet to the most southerly southwest corner of said 139.16 acre tract;

THENCE, with the westerly line of said 139.16 acre tract, the following four (4) courses:

- 1) N 09° 36' W, 910.69 feet;
- 2) N 29° 46' E, 541.97 feet;
- 3) N 29° 51' E, 867.20 feet;
- 4) N 29° 58' E, 537.44 feet to the northwest corner of said 139.16 acre tract;

THENCE, with the northerly line of said 139.16 acre tract, the following thirteen (13) courses:

- 1) S 42° 30' E, 225.80 feet;
- 2) S 17° 52' E, 395.01 feet;
- 3) S 37° 43' E, 432.07 feet;
- 4) S 57° 56' E, 741.70 feet;
- 5) S 41° 58' E, 328.55 feet;
- 6) S 59° 20' E, 143.73 feet;
- 7) S 88° 59' E, 220.97 feet;
- 8) N 74° 41' E, 139.23 feet;
- 9) S 70° 49' E, 284.34 feet;
- 10) S 52° 43' E, 247.45 feet;
- 11) S 68° 29' E, 358.25 feet;
- 12) N 51° 55' E, 134.38 feet;
- 13) S 58° 25' E, 379.90 feet to a point in the westerly

right-of-way line of said Ranch Road 12, at the northeast corner of said 139.16 acre tract;

THENCE, S 56° 03' 31" E, across said Ranch Road 12, 137.2 feet (calculated), to the POINT OF BEGINNING.

PETITION FOR CONSENT TO THE CREATION
OF A MUNICIPAL UTILITY DISTRICT

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

The undersigned (herein the "Petitioners"), acting pursuant to the provisions of Chapter 7916, Special District Local Laws Code and Chapters 49 and 54, Texas Water 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 and would show the following:

I.

The name of the District is HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 7 (the "District").

II.

The District was created by special act of the Texas Legislature, 2015 Regular Session, pursuant to House Bill 4183, and codified as Chapter 7916 of the Special District Local Laws Code, under the terms and provisions of Article XVI, Section 59 and Article III, Section 52, of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

III.

The District contains an area of 1677.6102 acres of land, more or less, situated in Hays County, Texas. All of the land included in the District is within the extraterritorial jurisdiction of the City of Dripping Springs, Texas (the "City"). All of the land included may properly be included in the District. The land proposed to be included within the District consists of the land described by metes and bounds in Exhibit "A," which is attached hereto and incorporated herein for all purposes (the "Land").

IV.

The Petitioners hold fee simple title to a majority in value of the Land which is proposed to be included in the District.

V.

The Petitioners represent that Scott Felder Homes, LLC, Highland Homes Austin, LLC, DFH Coventry, LLC, Little Barton Creek Funding, LLC, and Westin

Homes and Properties, L.P., are the only lienholders on the Land and that there are no residents on the Land.

VI.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic and commercial purposes, the construction, acquisition, improvement, extension, maintenance and operation 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, and such other construction, acquisition, improvement, maintenance and operation of such additional facilities, systems, plants and enterprises, as shall be consistent with all of the purposes for which the District is created, including roads.

VII.

There is, for the following reasons, a necessity for the above-described work. The Land is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Hays County, Texas. There is not now available within the area, which will be developed for residential and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system or adequate roads. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, drainage and storm sewer systems, and roads. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, drainage and storm sewer systems, and roads to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

Petitioners, by submission of this Petition, request the City's consent to the creation of the District containing the Land.

VIII.

A preliminary investigation has been made to determine the cost of the proposed District's waterworks system, sanitary sewer system, and drainage and storm sewer system projects, and it is now estimated by the Petitioners, from such information as it has at this time, that such cost will be approximately \$212,500,000.

IX.

A preliminary investigation has been made to determine the cost of the proposed District's road projects, and it is now estimated by the Petitioners, from such information as it has at this time, that such cost will be approximately \$90,670,000.

X.

The total cost of the proposed District's projects is estimated by the Petitioners to be approximately \$303,170,000.

WHEREFORE, Petitioners pray that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the land described herein within the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED this 7th day of June, 2022.

**DOUBLE L DEVELOPMENT, LLC, a
Texas limited liability company**

By: [Signature]

David A. Cannon, Manager

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

The foregoing instrument was ACKNOWLEDGED before me this 7th day of June, 2022, by David A. Cannon, in his capacity as Manager of Double L Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Signature: Frances K. Ard]
Notary Public, State of Texas

(NOTARY PUBLIC)



LL RANCH INVESTMENTS, LP, a Texas
limited partnership

By: Double L Ranch Management, LLC, a
Texas limited liability company, its sole
general partner

By: 
David A. Cannon, Manager

THE STATE OF TEXAS

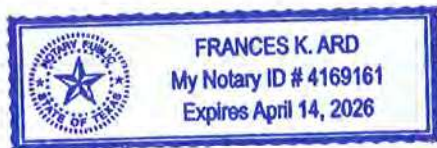
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COUNTY OF HARRIS

The foregoing instrument was ACKNOWLEDGED before me this 7th day of June, 2022, by David A. Cannon, in his capacity as Manager of Double L Ranch Management, LLC, a Texas limited liability company, the sole general partner of LL Ranch Investments, LP, a Texas limited partnership, on behalf of said limited partnership.


Notary Public, State of Texas

(NOTARY PUBLIC)



ANARENE INVESTMENTS, LTD., a Texas
limited partnership

By: Anarene Management, LLC, a Texas limited
liability company, its general partner

By: 
John Graham Hill, Manager

THE STATE OF TEXAS

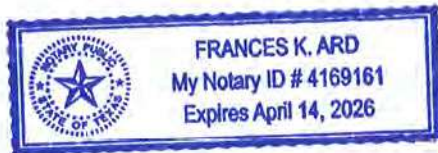
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COUNTY OF HARRIS

The foregoing instrument was ACKNOWLEDGED before me this 8th day of June, 2022, by John Graham Hill, in his capacity as Manager of Anarene Investment, LLC, a Texas limited liability company, general partner of Anarene Investment, Ltd., a Texas limited partnership, on behalf of said limited partnership.


Notary Public, State of Texas

(NOTARY PUBLIC)



By:


JOHN GRAHAM HILL

THE STATE OF TEXAS

COUNTY OF Harris§
§
§

The foregoing instrument was ACKNOWLEDGED on this 8th day of June, 2022, by JOHN GRAHAM HILL.


Notary Public, State of Texas

(NOTARY PUBLIC)



By: Melinda Hill Perrin
MELINDA HILL PERRIN

THE STATE OF TEXAS

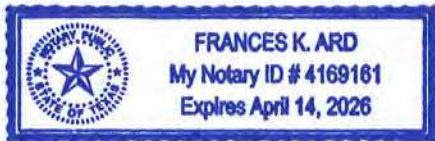
§
§
§

COUNTY OF Harris

The foregoing instrument was ACKNOWLEDGED on this 9th day of
June, 2022, by MELINDA HILL PERRIN.

Frances K. Ard
Notary Public, State of Texas

(NOTARY PUBLIC)



The Hays County Municipal Utility District No. 7 initially includes all the territory contained in the following area:

DESCRIPTION OF NINE (9) PARCELS OF LAND (1) CALLED TO BE 1051.23 ACRES OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, THE MARCUS D. RAPER SURVEY NO. 37, A-394, AND THE EDWARD W. BROWN SURVEY NO. 136, A-44, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 410, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS, (2) CALLED TO BE 206.2 ACRES OF LAND OUT OF THE EDWARD W. BROWN SURVEY NO. 136, A-44, AND THE PHILIP A. SMITH SURVEY NO. 26, A-415, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 403, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (3) CALLED TO BE 139.16 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 1, (4) CALLED TO BE 11.02 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 39, A-148, DESCRIBED AS TRACT 2, (5) CALLED TO BE 11.00 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 3, (6) CALLED TO BE 11.05 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 4, (7) CALLED TO BE 226.11 ACRES OUT OF THE EDWARD W. BROWN SURVEY NO. 136, A-44, DESCRIBED AS TRACT 5, SAVE AND EXCEPT 25.7398 ACRES DESCRIBED IN A DEED TO THE CITY OF DRIPPING SPRINGS, OF RECORD IN VOLUME 4467, PAGE 508, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (8) CALLED TO BE 17.80 ACRES OUT OF THE GEORGE W. LINDSEY SURVEY NO. 138, A-280, AND THE EDWARD W. BROWN SURVEY NO. 136, A-44, (3-8) ALL DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 420, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND (9) CALLED TO BE 29.78 ACRES, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 400, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. THE FOLLOWING DESCRIPTION IS A COMPILATION OF INFORMATION FROM THE ABOVE MENTIONED DEEDS OF RECORD AND IN NO WAY REPRESENTS A SURVEY ON THE GROUND.

BEGINNING in the easterly right-of-way of Ranch Road 12, at the northwest corner of said 1051.23 acre tract;

THENCE, with the northerly and easterly lines of said 1051.23 acre tract the following nineteen (19) courses:

- 1) N 84° 54' 13" E, 41.10 feet;
- 2) S 54° 58' 12" E, 349.54 feet;
- 3) S 46° 30' 30" E, 373.94 feet;
- 4) S 75° 31' 52" E, 280.39 feet;
- 5) S 87° 28' 36" E, 509.18 feet;
- 6) N 70° 52' 58" E, 436.06 feet;
- 7) N 74° 15' 19" E, 335.56 feet;
- 8) S 60° 04' 22" E, 195.80 feet;
- 9) S 28° 26' 22" E, 244.50 feet;
- 10) S 01° 37' 38" W, 503.50 feet;
- 11) S 16° 09' 38" W, 587.50 feet;
- 12) S 34° 41' 38" W, 697.70 feet;
- 13) S 09° 57' 38" W, 414.80 feet;
- 14) S 20° 16' 22" E, 327.40 feet;
- 15) S 37° 29' 22" E, 126.60 feet;
- 16) S 54° 33' 38" W, 280.20 feet;
- 17) S 62° 30' 22" E, 466.67 feet;
- 18) S 58° 21' 22" E, 511.36 feet;
- 19) S 27° 42' 18" W, 4426.48 feet to the most northerly

corner of said 29.78 acre tract;

EXHIBIT A

Item # 4.

THENCE, with the easterly line of said 29.78 acre tract, the following two (2) courses:

- 1) S 29° 36' 26" E, 931.41 feet;
- 2) S 60° 36' 50" W 1551.06 feet to the northeast corner of said 206.2 acre tract;

THENCE, with the east line of said 206.2 acre tract the following fifteen (15) courses:

- 1) S 24° 30' 16" E, 46.65 feet;
- 2) S 15° 29' 56" E, 280.55 feet;
- 3) S 15° 36' 02" E, 182.44 feet;
- 4) S 06° 30' 37" W, 104.00 feet;
- 5) S 02° 19' 28" E, 55.08 feet;
- 6) S 14° 50' 58" W, 71.24 feet;
- 7) S 07° 20' 07" W, 154.45 feet;
- 8) S 07° 07' 05" W, 263.18 feet;
- 9) S 17° 20' 44" W, 196.99 feet;
- 10) S 01° 55' 39" W 330.60 feet;
- 11) S 01° 28' 16" W, 273.89 feet;
- 12) S 04° 26' 22" E, 42.77 feet;
- 13) S 00° 29' 14" E 238.72 feet;
- 14) S 00° 26' 31" W, 353.54 feet;
- 15) S 01° 05' 28" W, 706.28 feet to the southeast corner of said 206.2 acre tract;

THENCE, with the south line of said 206.28 acre tract, the following three (3) courses:

- 1) N 87° 23' W, 482.22 feet;
- 2) N 84° 43' W, 425.43 feet;
- 3) N 84° 47' W, 587.97 feet to the southwest corner of said 206.2 acre tract;

THENCE, with the westerly line of said 206.2 acre tract, the following four (4) courses:

- 1) N 35° 19' 20" W, 1263.76 feet;
- 2) N 41° 23' 11" W, 1696.56 feet;
- 3) N 41° 43' 03" W, 764.40 feet;
- 4) N 41° 16' 40" W, 437.00 feet to a point in the south line of said 1051.23 acre tract at the northwest corner of said 206.2 acre tract;

THENCE, S 88° 07' 17"W, approximately 443.3 feet (calculated) to the most southerly southwest corner of said 1051.23 acre tract;

THENCE, with a westerly line of said 1051.23 acre tract, the following nine (9) courses:

- 1) N 03° 04' 29" W, 631.00 feet;
- 2) N 74° 12' 57" E, 295.30 feet;
- 3) N 64° 28' 29" E, 427.51 feet;
- 4) N 02° 32' 52" E 669.83 feet;
- 5) N 86° 13' 48" W, 349.56 feet;
- 6) N 03° 46' 12" E, 50.00 feet;
- 7) N 86° 13' 48" W, 120.00 feet;
- 8) N 03° 46' 12" E, 40.00 feet;
- 9) N 86° 13' 48" W, 418.83 feet to a point in the west right-of-way line of said Ranch Road 12, at the most westerly southwest corner of said 1051.23 acre tract;

THENCE, S 26° 09' 19" W, across said Ranch Road 12, 456.1 feet (calculated), to the southeast corner of said 226.11 acre tract;

THENCE, N 27° 34' W, with the south line of said 226.11 acre tract, 325.2 feet (calculated) to the southeast corner of said 25.7398 acre tract out of said 226.11 acre tract;

THENCE, N 14° 36' 32" E, with the easterly line of said 25.7398 acre tract, 1469.96 feet;

THENCE, N 49° 13' 13" W, with the northerly line of said 25.7398 acre tract, 598.82 feet;

THENCE, S 45° 59' 39" W, with the westerly line of said 25.7398 acre tract, 1153.28 feet to a point in the south line of said 226.11 acre tract, at the southwest corner of said 25.7398 acre tract;

THENCE, N 46° 16' W, with the southerly line of said 226.11 acre tract, 4567.50 feet to the southwest corner of said 226.11 acre tract;

THENCE, with the west line of said 226.11 acre tract, the following five (5) courses:

- 1) N 00° 25' W, 453.14 feet;
- 2) N 00° 31' W 460.69 feet;
- 3) N 00° 13' W, 335.96 feet;
- 4) N 00° 10' W, 332.87 feet;
- 5) N 00° 02' E, 70.40 feet to the northwest corner of said

226.11 acre tract;

THENCE, S 60° 00' E, with the northerly line of said 226.11 acre tract, 4804.0 feet (calculated) to the southwest corner of said 17.80 acre tract;

THENCE, with the westerly line of said 17.80 acre tract, the following three (3) courses:

- 1) N 29° 48' E, 406.76 feet;
- 2) N 62° 27' W, 425.33 feet;
- 3) N 29° 48' E, 385.15 feet passing the southerly

right-of-way line of a 50 foot roadway easement, and continuing for a total distance of 410.34 feet to a point in the centerline of said roadway easement at the northwest corner of said 17.80 acre tract;

THENCE, with the centerline of said right-of-way easement, the following five (5) courses:

- 1) S 67° 33' E, 21.40 feet;
- 2) A curve to the left having an arc distance of 192.52 feet, the chord of which bears S 86° 40' E, 188.97 feet;
- 3) N 74° 13' E, 544.89 feet;
- 4) A curve to the right having an arc distance of 192.03 feet, the chord of which bears S 86° 04' E, 188.26 feet;
- 5) S 66° 20' E, 109.07 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeast corner of said 17.80 acre tract;

THENCE, with the westerly right-of-way line of said Ranch Road 12, a curve to the right having a radius of 1959.86 feet, an arc distance of 511.4 feet, and a chord which bears N 36° 06' 22" E, 510.0 feet (calculated) to the most southerly corner of said 11.05 acre tract;

THENCE, with the westerly line of said 11.05 acre tract, said 11.00 acre tract, and said 11.02 acre tract, the following four (4) courses:

- 1) N 04° 48' W, 327.50 feet;
- 2) N 41° 55' E, 114.00 feet;
- 3) S 75° 06' E, 117.50 feet;
- 4) N 09° 37' W, at 852.55 feet passing the northwesterly corner of said 11.05 acre tract, same being the southwesterly corner of said 11.00 acre tract, at 1402.67 feet, passing the northwesterly corner of said 11.00 acre tract, same being the southwesterly corner of said 11.02 acre tract, and continuing for a total distance of 1833.86 feet to the northwesterly corner of said

11.02 acre tract;

THENCE, S 58° 44' E, with the northerly line of said 11.02 acre tract, 1614.18 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeasterly corner of said 11.02 acre tract;

THENCE, N 29° 01' 42" E, with the westerly right-of-way line of said Ranch Road 12, 1614.9 feet (calculated) to the most easterly southeast corner of said 139.16 acre tract;

THENCE, N 58° 44' W, with the easterly south line of said 139.16 acre tract, 600.00 feet to an ell corner of said 139.16 acre tract;

THENCE, with an easterly line of said 139.16 acre tract, the following four (4) courses:

- 1) S 31° 16' W, 446.38 feet;
- 2) S 39° 56' W, 156.68 feet;
- 3) S 08° 04' E, 37.25 feet;
- 4) S 31° 16' W, 469.92 feet to the most southerly southeast

corner of said 139.16 acre tract;

THENCE, N 58° 44' W, with the westerly south line of said 139.16 acre tract, 1466.48 feet to the most southerly southwest corner of said 139.16 acre tract;

THENCE, with the westerly line of said 139.16 acre tract, the following four (4) courses:

- 1) N 09° 36' W, 910.69 feet;
- 2) N 29° 46' E, 541.97 feet;
- 3) N 29° 51' E, 867.20 feet;
- 4) N 29° 58' E, 537.44 feet to the northwest corner of said

139.16 acre tract;

THENCE, with the northerly line of said 139.16 acre tract, the following thirteen (13) courses:

- 1) S 42° 30' E, 225.80 feet;
- 2) S 17° 52' E, 395.01 feet;
- 3) S 37° 43' E, 432.07 feet;
- 4) S 57° 56' E, 741.70 feet;
- 5) S 41° 58' E, 328.55 feet;
- 6) S 59° 20' E, 143.73 feet;
- 7) S 88° 59' E, 220.97 feet;
- 8) N 74° 41' E, 139.23 feet;
- 9) S 70° 49' E, 284.34 feet;
- 10) S 52° 43' E, 247.45 feet;
- 11) S 68° 29' E, 358.25 feet;
- 12) N 51° 55' E, 134.38 feet;
- 13) S 58° 25' E, 379.90 feet to a point in the westerly

right-of-way line of said Ranch Road 12, at the northeast corner of said 139.16 acre tract;

THENCE, S 56° 03' 31" E, across said Ranch Road 12, 137.2 feet (calculated), to the POINT OF BEGINNING.

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.comDirect Line: (713) 860-6436
Direct Fax: (713) 860-6636

khogan@abhr.com

Kristen Hogan
Legal Assistant

February 12, 2015

Certified Mail 7013 2630 0001 6823 1867
Return Receipt RequestedDripping Springs City Council
c/o Ms. Kerri Craig
City Secretary, City of Dripping Springs
511 Mercer Street
P.O. Box 384
Dripping Springs, TX 78620Re: Proposed Legislation Creating Hays County Municipal Utility District
No. 7

Dear Mayor and Council Members:

Enclosed is a copy of a proposed bill creating Hays County Municipal Utility District No. 7. Also enclosed is a notice of intent to introduce this bill in the 84th Legislature of Texas, 2015. This bill and notice are being sent to you for informational purposes only. No specific action is being requested at this time.

Sincerely,

Kristen Hogan



Enclosures

RECEIVED
City of Dripping Springs

FEB 17 2015



FEB 17 2015

By: _____

____.B. No. _____

A BILL TO BE ENTITLED

AN ACT

1
2 relating to the creation of the Hays County Municipal Utility District
3 No. 7; granting a limited power of eminent domain; providing
4 authority to issue bonds; providing authority to impose
5 assessments, fees, and taxes.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

7 SECTION 1. Subtitle F, Title 6, Special District Local Laws
8 Code, is amended by adding Chapter 8_____ to read as follows:

9 CHAPTER 8_____ . HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 7

10 SUBCHAPTER A. GENERAL PROVISIONS

11 Sec. 8 .001. DEFINITIONS. In this chapter:

12 (1) "Board" means the district's board of
13 directors.

14 (2) "Commission" means the Texas Commission on
15 Environmental Quality.

16 (3) "Director" means a board member.

17 (4) "District" means the Hays County Municipal
18 Utility District No. 7.

19 Sec. 8 .002. NATURE OF DISTRICT. The district is a
20 municipal utility district created under Section 59, Article XVI,
21 Texas Constitution.

22 Sec. 8 .003. CONFIRMATION AND DIRECTORS' ELECTION
23 REQUIRED. The temporary directors shall hold an election to confirm
24 the creation of the district and to elect five permanent directors as
25 provided by Section 49.102, Water Code.

1 Sec. 8 .004. CONSENT OF MUNICIPALITY REQUIRED. The
2 temporary directors may not hold an election under Section 8 .003
3 until each municipality in whose corporate limits or extraterritorial
4 jurisdiction the district is located has consented by ordinance or
5 resolution to the creation of the district and to the inclusion of
6 land in the district.

7 Sec. 8 .005. FINDINGS OF PUBLIC PURPOSE AND BENEFIT.
8 (a) The district is created to serve a public purpose and benefit.

9 (b) The district is created to accomplish the purposes
10 of:

11 (1) a municipal utility district as provided by
12 general law and Section 59, Article XVI, Texas Constitution; and

13 (2) Section 52, Article III, Texas Constitution,
14 that relate to the construction, acquisition, improvement, operation,
15 or maintenance of macadamized, graveled, or paved roads, or
16 improvements, including storm drainage, in aid of those roads.

17 Sec. 8 .006. INITIAL DISTRICT TERRITORY. (a) The
18 district is initially composed of the territory described by Section 2
19 of the Act creating this chapter.

20 (b) The boundaries and field notes contained in Section 2
21 of the Act creating this chapter form a closure. A mistake made in
22 the field notes or in copying the field notes in the legislative
23 process does not affect the district's:

24 (1) organization, existence, or validity;

25 (2) right to issue any type of bond for the
26 purposes for which the district is created or to pay the principal of

1 and interest on a bond;

2 (3) right to impose a tax; or

3 (4) legality or operation.

4 [Sections 8 .007-8 .050 reserved for expansion]

5 SUBCHAPTER B. BOARD OF DIRECTORS .

6 Sec. 8 .051. GOVERNING BODY; TERMS. (a) The district
7 is governed by a board of five elected directors.

8 (b) Except as provided by Section 8 .052, directors
9 serve staggered four-year terms.

10 Sec. 8 .052. TEMPORARY DIRECTORS. (a) On or after the
11 effective date of the Act creating this chapter, the owner or owners
12 of a majority of the assessed value of the real property in the
13 district may submit a petition to the Texas Commission on
14 Environmental Quality requesting that the commission appoint as
15 temporary directors the five persons named in the petition. The
16 commission shall appoint as temporary directors the five persons named
17 in the petition.

18 (b) Temporary directors serve until the earlier of:

19 (1) the date permanent directors are elected under
20 Section 8 .003; or

21 (2) the fourth anniversary of the effective date of
22 the Act creating this chapter.

23 (c) If permanent directors have not been elected under
24 Section 8 .003 and the terms of the temporary directors have
25 expired, successor temporary directors shall be appointed or
26 reappointed as provided by Subsection (d) to serve terms that expire

1 on the earlier of:

2 (1) the date permanent directors are elected under
3 Section 8 .003; or

4 (2) the fourth anniversary of the date of the
5 appointment or reappointment.

6 (d) If Subsection (c) applies, the owner or owners of a
7 majority of the assessed value of the real property in the district
8 may submit a petition to the commission requesting that the commission
9 appoint as successor temporary directors the five persons named in the
10 petition. The commission shall appoint as successor temporary
11 directors the five persons named in the petition.

12 [Sections 8 .053-8 .100 reserved for expansion]

13 SUBCHAPTER C. POWERS AND DUTIES

14 Sec. 8 .101. GENERAL POWERS AND DUTIES. The district
15 has the powers and duties necessary to accomplish the purposes for
16 which the district is created.

17 Sec. 8 .102. MUNICIPAL UTILITY DISTRICT POWERS AND
18 DUTIES. The district has the powers and duties provided by the
19 general law of this state, including Chapters 49 and 54, Water Code,
20 applicable to municipal utility districts created under Section 59,
21 Article XVI, Texas Constitution.

22 Sec. 8 .103. AUTHORITY FOR ROAD PROJECTS. Under
23 Section 52, Article III, Texas Constitution, the district may design,
24 acquire, construct, finance, issue bonds for, improve, operate,
25 maintain, and convey to this state, a county, or a municipality for
26 operation and maintenance macadamized, graveled, or paved roads, or

1 improvements, including storm drainage, in aid of those roads.

2 Sec. 8 .104. ROAD STANDARDS AND REQUIREMENTS. (a) A
3 road project must meet all applicable construction standards, zoning
4 and subdivision requirements, and regulations of each municipality in
5 whose corporate limits or extraterritorial jurisdiction the road
6 project is located.

7 (b) If a road project is not located in the corporate
8 limits or extraterritorial jurisdiction of a municipality, the road
9 project must meet all applicable construction standards, subdivision
10 requirements, and regulations of each county in which the road project
11 is located.

12 (c) If the state will maintain and operate the road, the
13 Texas Transportation Commission must approve the plans and
14 specifications of the road project.

15 Sec. 8 .105. COMPLIANCE WITH MUNICIPAL CONSENT
16 ORDINANCE OR RESOLUTION. The district shall comply with all
17 applicable requirements of any ordinance or resolution that is adopted
18 under Section 54.016 or 54.0165, Water Code, and that consents to the
19 creation of the district or to the inclusion of land in the district.

20 [Sections 8 .106-8 .150 reserved for expansion]

21 SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS

22 Sec. 8 .151. ELECTIONS REGARDING TAXES OR BONDS. (a)
23 The district may issue, without an election, bonds and other
24 obligations secured by:

25 (1) revenue other than ad valorem taxes; or

26 (2) contract payments described by Section

1 8 .153.

2 (b) The district must hold an election in the manner
3 provided by Chapters 49 and 54, Water Code, to obtain voter approval
4 before the district may impose an ad valorem tax or issue bonds .
5 payable from ad valorem taxes.

6 (c) The district may not issue bonds payable from ad
7 valorem taxes to finance a road project unless the issuance is
8 approved by a vote of a two-thirds majority of the district voters
9 voting at an election held for that purpose.

10 Sec. 8 .152. OPERATION AND MAINTENANCE TAX. (a) If
11 authorized at an election held under Section 8 .151, the district
12 may impose an operation and maintenance tax on taxable property in the
13 district in accordance with Section 49.107, Water Code.

14 (b) The board shall determine the tax rate. The rate may
15 not exceed the rate approved at the election.

16 Sec. 8 .153. CONTRACT TAXES. (a) In accordance with
17 Section 49.108, Water Code, the district may impose a tax other than
18 an operation and maintenance tax and use the revenue derived from the
19 tax to make payments under a contract after the provisions of the
20 contract have been approved by a majority of the district voters
21 voting at an election held for that purpose.

22 (b) A contract approved by the district voters may
23 contain a provision stating that the contract may be modified or
24 amended by the board without further voter approval.

25 [Sections 8 .154-8 .200 reserved for expansion]

26 SUBCHAPTER E. BONDS AND OTHER OBLIGATIONS

1 Sec. 8 .201. AUTHORITY TO ISSUE BONDS AND OTHER
2 OBLIGATIONS. The district may issue bonds or other obligations
3 payable wholly or partly from ad valorem taxes, impact fees, revenue,
4 contract payments, grants, or other district money, or any combination
5 of those sources, to pay for any authorized district purpose.

6 Sec. 8 .202. TAXES FOR BONDS. At the time the district
7 issues bonds payable wholly or partly from ad valorem taxes, the board
8 shall provide for the annual imposition of a continuing direct ad
9 valorem tax, without limit as to rate or amount, while all or part of
10 the bonds are outstanding as required and in the manner provided by
11 Sections 54.601 and 54.602, Water Code.

12 Sec. 8 .203. BONDS FOR ROAD PROJECTS. At the time of
13 issuance, the total principal amount of bonds or other obligations
14 issued or incurred to finance road projects and payable from ad
15 valorem taxes may not exceed one-fourth of the assessed value of the
16 real property in the district.

17 SECTION 2. The Hays County Municipal Utility District No. 7
18 initially includes all the territory contained in the following area:

19 DESCRIPTION OF NINE (9) PARCELS OF LAND (1) CALLED TO BE 1051.23
20 ACRES OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, THE
21 MARCUS D. RAPER SURVEY NO. 37, A-394, AND THE EDWARD W. BROWN SURVEY
22 NO. 136, A-44, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF
23 RECORD IN VOLUME 2639, PAGE 410, OF THE OFFICIAL PUBLIC RECORDS OF
24 HAYS COUNTY TEXAS, (2) CALLED TO BE 206.2 ACRES OF LAND OUT OF THE
25 EDWARD W. BROWN SURVEY NO. 136, A-44, AND THE PHILIP A. SMITH SURVEY
26 NO. 26, A-415, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF

1 RECORD IN VOLUME 2639, PAGE 403, OF THE OFFICIAL PUBLIC RECORDS OF
2 HAYS COUNTY, TEXAS, (3) CALLED TO BE 139.16 ACRES OUT OF THE ANTHONY
3 G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 1, (4) CALLED TO BE
4 11.02 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 39, A-148, DESCRIBED
5 AS TRACT 2, (5) CALLED TO BE 11.00 ACRES OUT OF THE ANTHONY G. DAVY
6 SURVEY NO. 38, A-148, DESCRIBED AS TRACT 3, (6) CALLED TO BE 11.05
7 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS
8 TRACT 4, (7) CALLED TO BE 226.11 ACRES OUT OF THE EDWARD W. BROWN
9 SURVEY NO. 136, A-44, DESCRIBED AS TRACT 5, SAVE AND EXCEPT 25.7398
10 ACRES DESCRIBED IN A DEED TO THE CITY OF DRIPPING SPRINGS, OF RECORD
11 IN VOLUME 4467, PAGE 508, OF THE OFFICIAL PUBLIC RECORDS OF HAYS
12 COUNTY, TEXAS, (8) CALLED TO BE 17.80 ACRES OUT OF THE GEORGE W.
13 LINDSEY SURVEY NO. 138, A-280, AND THE EDWARD W. BROWN SURVEY NO. 136,
14 A-44, (3-8) ALL DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF
15 RECORD IN VOLUME 2639, PAGE 420, OF THE OFFICIAL PUBLIC RECORDS OF
16 HAYS COUNTY, TEXAS, AND (9) CALLED TO BE 29.78 ACRES, DESCRIBED IN A
17 DEED TO ANALENE INVESTMENTS, LTD, OF RECORD IN VOLUME 2639, PAGE 400,
18 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. THE FOLLOWING
19 DESCRIPTION IS A COMPILATION OF INFORMATION FROM THE ABOVE MENTIONED
20 DEEDS OF RECORD AND IN NO WAY REPRESENTS A SURVEY ON THE GROUND.

21 BEGINNING in the easterly right-of-way of Ranch Road 12, at the
22 northwest corner of said 1051.23 acre tract;

23 THENCE, with the northerly and easterly lines of said 1051.23
24 acre tract the following nineteen (19) courses:

- 25 1) N 84° 54' 13" E, 41.10 feet;
26 2) S 54° 58' 12" E, 349.54 feet;

1 3) S 46° 30' 30" E, 373.94 feet;
 2 4) S 75° 31' 52" E, 280.39 feet;
 3 5) S 87° 28' 36" E, 509.18 feet;
 4 6) N 70° 52' 58" E, 436.06 feet;
 5 7) N 74° 15' 19" E, 335.56 feet;
 6 8) S 60° 04' 22" E, 195.80 feet;
 7 9) S 28° 26' 22" E, 244.50 feet;
 8 10) S 01° 37' 38" W, 503.50 feet;
 9 11) S 16° 09' 38" W, 587.50 feet;
 10 12) S 34° 41' 38" W, 697.70 feet;
 11 13) S 09° 57' 38" W, 414.80 feet;
 12 14) S 20° 16' 22" E, 327.40 feet;
 13 15) S 37° 29' 22" E, 126.60 feet;
 14 16) S 54° 33' 38" W, 280.20 feet;
 15 17) S 62° 30' 22" E, 466.67 feet;
 16 18) S 58° 21' 22" E, 511.36 feet;
 17 19) S 27° 42' 18" W, 4426.48 feet to the most northerly corner
 18 of said 29.78 acre tract;
 19 THENCE, with the easterly line of said 29.78 acre tract, the
 20 following two (2) courses:
 21 1) S 29° 36' 26" E, 931/41 feet;
 22 2) S 60° 36' 50" W 1551.06 feet to the northeast corner of
 23 said 206.2 acre tract;
 24 THENCE, with the east line of said 206.2 acre tract the following
 25 fifteen (15) courses:
 26 1) S 24° 30' 16" E, 46.65 feet;

1 2) S 15° 29' 56" E, 280.55 feet;
 2 3) S 15° 36' 02" E, 182.44 feet;
 3 4) S 06° 30' 37" W, 104.00 feet;
 4 5) S 02° 19' 28" E, 55.08 feet;
 5 6) S 14° 50' 58" W, 71.24 feet;
 6 7) S 07° 20' 07" W, 154.45 feet;
 7 8) S 07° 07' 05" W, 263.18 feet;
 8 9) S 17° 20' 44" W, 196.99 feet;
 9 10) S 01° 55' 39" W 330.60 feet;
 10 11) S 01° 28' 16" W, 273.89 feet;
 11 12) S 04° 26' 22" E, 42.77 feet;
 12 13) S 00° 29' 14" E 238.72 feet;
 13 14) S 00° 26' 31" W, 353.54 feet;
 14 15) S 01° 05' 28" W, 706.28 feet to the southeast corner of
 15 said 206.2 acre tract;
 16 THENCE, with the south line of said 206.28 acre tract, the
 17 following three (3) courses:
 18 1) N 87° 23' W, 482.22 feet;
 19 2) N 84° 43' W, 425.43 feet;
 20 3) N 84° 47' W, 587.97 feet to the southwest corner of said
 21 206.2 acre tract;
 22 THENCE, with the westerly line of said 206.2 acre tract, the
 23 following four (4) courses:
 24 1) N 35° 19' 20" W, 1263.76 feet;
 25 2) N 41° 23' 11" W, 1696.56 feet;
 26 3) N 41° 43' 03" W, 764.40 feet;

1 4) N 41° 16' 40" W, 437.00 feet to a point in the south line
 2 of said 1051.23 acre tract at the northwest corner of said
 3 206.2 acre tract;
 4 THENCE, S 88° 07' 17"W, approximately 443.3 feet (calculated) to
 5 the most southerly southwest corner of said 1051.23 acre tract;
 6 THENCE, with a westerly line of said 1051.23 acre tract, the
 7 following nine (9) courses:
 8 1) N 03° 04' 29" W, 631.00 feet;
 9 2) N 74° 12' 57" E, 295.30 feet;
 10 3) N 64° 28' 29" E, 427.51 feet;
 11 4) N 02° 32' 52" E 669.83 feet;
 12 5) N 86 13' 48" W, 349.56 feet;
 13 6) N 03° 46' 12" E, 50.00 feet;
 14 7) N 86° 13' 48" W, 120.00 feet;
 15 8) N 03° 46' 12" E, 40.00 feet;
 16 9) N 86° 13' 48" W, 418.83 feet to a point in the west right-
 17 of-way line of said Ranch Road 12, at the most westerly
 18 southwest corner of said 1051.23 acre tract;
 19 THENCE, S 26° 09' 19" W, across said Ranch Road 12, 456.1 feet
 20 (calculated), to the southeast corner of said 226.11 acre tract;
 21 THENCE, N 27° 34' W, with the south line of said 226.11 acre
 22 tract, 325.2 feet (calculated) to the southeast corner of said 25.7398
 23 acre tract out of said 226.11 acre tract;
 24 THENCE, N 14° 36' 32" E, with the easterly line of said 25.7398
 25 acre tract, 1469.96 feet;

1 THENCE, N 49° 13' 13" W, with the northerly line of said 25.7398
2 acre tract, 598.82 feet;

3 THENCE, S 45° 59' 39" W, with the westerly line of said 25.7398
4 acre tract, 1153.28 feet to a point in the south line of said 226.11
5 acre tract, at the southwest corner of said 25.7398 acre tract;

6 THENCE, N 46° 16' W, with the southerly line of said 226.11 acre
7 tract, 4567.50 feet to the southwest corner of said 226.11 acre tract;

8 THENCE, with the west line of said 226.11 acre tract, the
9 following five (5) courses:

10 1) N 00° 25' W, 453.14 feet;

11 2) N 00° 31' W 460.69 feet;

12 3) N 00° 13' W, 335.96 feet;

13 4) N 00° 10' W, 332.87 feet;

14 5) N 00° 02' E, 70.40 feet to the northwest corner of said
15 226.11 acre tract;

16 THENCE, S 60° 00' E, with the northerly line of said 226.11 acre
17 tract, 4804.0 feet (calculated) to the southwest corner of said 17.80
18 acre tract;

19 THENCE, with the westerly line of said 17.80 acre tract, the
20 following three (3) courses:

21 1) N 29° 48' E, 406.76 feet;

22 2) N 62° 27' W, 425.33 feet;

23 3) N 29° 48' E, 385.15 feet passing the southerly right-of-way
24 line of a 50 foot roadway easement, and continuing for a
25 total distance of 410.34 feet to a point in the centerline

1 of said roadway easement at the northwest corner of said
2 17.80 acre tract;

3 THENCE, with the centerline of said right-of-way easement, the
4 following five (5) courses:

- 5 1) S 67° 33' E, 21.40 feet;
- 6 2) A curve to the left having an arc distance of 192.52 feet,
7 the chord of which bears S 86° 40' E, 188.97 feet;
- 8 3) N 74° 13' E, 544.89 feet;
- 9 4) A curve to the right having an arc distance of 192.03 feet,
10 the chord of which bears S 86° 04' E, 188.26 feet;
- 11 5) S 66° 20' E, 109.07 feet to a point in the westerly right-
12 of-way line of said Ranch Road 12, at the northeast corner
13 of said 17.80 acre tract;

14 THENCE, with the westerly right-of-way line of said Ranch Road
15 12, a curve to the right having a radius of 1959.86 feet, an arc
16 distance of 511.4 feet, and a chord which bears N 36° 06' 22" E, 510.0
17 feet (calculated) to the most southerly corner of said 11.05 acre
18 tract;

19 THENCE, with the westerly line of said 11.05 acre tract, said
20 11.00 acre tract, and said 11.02 acre tract, the following four (4)
21 courses:

- 22 1) N 04° 48' W, 327.50 feet;
- 23 2) N 41° 55' E, 114.00 feet;
- 24 3) S 75° 06' E, 117.50 feet;
- 25 4) N 09° 37' W, at 852.55 feet passing the northwesterly
26 corner of said 11.05 acre tract, same being the

1 southwesterly corner of said 11.00 acre tract, at 1402.67
2 feet, passing the northwesterly corner of said 11.00 acre
3 tract, same being the southwesterly corner of said 11.02
4 acre tract, and continuing for a total distance of 1833.86
5 feet to the northwesterly corner of said 11.02 acre tract;
6 THENCE, S 58° 44' E, with the northerly line of said 11.02 acre
7 tract, 1614.18 feet to a point in the westerly right-of-way line of
8 said Ranch Road 12, at the northeasterly corner of said 11.02 acre
9 tract;
10 THENCE, N 29° 01' 42" E, with the westerly right-of-way line of
11 said Ranch Road 12, 1614.9 feet (calculated) to the most easterly
12 southeast corner of said 139.16 acre tract;
13 THENCE, N 58° 44' W, with the easterly south line of said 139.16
14 acre tract, 600.00 feet to an ell corner of said 139.16 acre tract;
15 THENCE, with an easterly line of said 139.16 acre tract, the
16 following four (4) courses:
17 1) S 31° 16' W, 446.38 feet;
18 2) S 39° 56' W, 156.68 feet;
19 3) S 08° 04' E, 37.25 feet;
20 4) S 31° 16' W, 469.92 feet to the most southerly southeast
21 corner of said 139.16 acre tract;
22 THENCE, N 58° 44' W, with the westerly south line of said 139.16
23 acre tract, 1466.48 feet to the most southerly southwest corner of
24 said 139.16 acre tract;
25 THENCE, with the westerly line of said 139.16 acre tract, the
26 following four (4) courses:

1 1) N 09° 36' W, 910.69 feet;
 2 2) N 29° 46' E, 541.97 feet;
 3 3) N 29° 51' E, 867.20 feet;
 4 4) N 29° 58' E, 537.44 feet to the northwest corner of said
 5 139.16 acre tract;

6 THENCE, with the northerly line of said 139.16 acre tract, the
 7 following thirteen (13) courses:

8 1) S 42° 30' E, 225.80 feet;
 9 2) S 17° 52' E, 395.01 feet;
 10 3) S 37° 43' E, 432.07 feet;
 11 4) S 57° 56' E, 741.70 feet;
 12 5) S 41° 58' E, 328.55 feet;
 13 6) S 59° 20' E, 143.73 feet;
 14 7) S 88° 59' E, 220.97 feet;
 15 8) N 74° 41' E, 139.23 feet;
 16 9) S 70° 49' E, 284.34 feet;
 17 10) S 52° 43' E, 247.45 feet;
 18 11) S 68° 29' E, 358.25 feet;
 19 12) N 51° 55' E, 134.38 feet;
 20 13) S 58° 25' E, 379.90 feet to a point in the westerly right-
 21 of-way line of said Ranch Road 12, at the northeast corner
 22 of said 139.16 acre tract;

23 THENCE, S 56° 03' 31" E, across said Ranch Road 12, 137.2 feet
 24 (calculated), to the POINT OF BEGINNING.

25 SECTION 3. (a) The legal notice of the intention to introduce
 26 this Act, setting forth the general substance of this Act, has been

1 published as provided by law, and the notice and a copy of this Act
2 have been furnished to all persons, agencies, officials, or entities
3 to which they are required to be furnished under Section 59, Article
4 XVI, Texas Constitution, and Chapter 313, Government Code.

5 (b) The governor, one of the required recipients, has submitted
6 the notice and Act to the Texas Commission on Environmental Quality.

7 (c) The Texas Commission on Environmental Quality has filed its
8 recommendations relating to this Act with the governor, the lieutenant
9 governor, and the speaker of the house of representatives within the
10 required time.

11 (d) All requirements of the constitution and laws of this state
12 and the rules and procedures of the legislature with respect to the
13 notice, introduction, and passage of this Act are fulfilled and
14 accomplished.

15 SECTION 4. If this Act does not receive a two-thirds vote of all
16 the members elected to each house, Subchapter C, Chapter 8____, Special
17 District Local Laws Code, as added by Section 1 of this Act, is
18 amended by adding Section 8____.106 to read as follows:

19 Sec. 8 ____ .106. NO EMINENT DOMAIN POWER. The district may not
20 exercise the power of eminent domain.

21 (c) This section is not intended to be an expression o a
22 legislative interpretation of the requirements of Section 17(c),
23 Article I, Texas Constitution.

24 SECTION 5. This Act takes effect immediately if it receives a
25 vote of two-thirds of all the members elected to each house, as
26 provided by Section 39, Article III, Texas Constitution. If this Act

- 1 does not receive the vote necessary for immediate effect, this Act
- 2 takes effect September 1, 2015.

NOTICE OF INTENTION TO INTRODUCE A BILL
IN THE LEGISLATURE OF TEXAS

Notice is hereby given of the intention to introduce in the Regular Session of the 84th Legislature of Texas a bill creating and establishing a special district in the extraterritorial jurisdiction of the City of Dripping Springs, Hays County, under the provisions of Article XVI, Section 59 of the Constitution of Texas and pursuant to the inherent power of the Legislature to create special governmental agencies and districts, with powers including those given to municipal utility districts operating pursuant to Chapters 49 and 54, Texas Water Code, with road powers pursuant to Article III, Section 52 of the Constitution of Texas. The bill will provide for the district's administration, powers, name, duties, operation, and financing. The proposed boundaries of the district will include all or part of the following land situated in Hays County, Texas:

DESCRIPTION OF NINE (9) PARCELS OF LAND (1) CALLED TO BE 1051.23 ACRES OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, THE MARCUS D. RAPER SURVEY NO. 37, A-394, AND THE EDWARD W. BROWN SURVEY NO. 136, A-44, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 410, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS, (2) CALLED TO BE 206.2 ACRES OF LAND OUT OF THE EDWARD W. BROWN SURVEY NO. 136, A-44, AND THE PHILIP A. SMITH SURVEY NO. 26, A-415, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 403, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (3) CALLED TO BE 139.16 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 1, (4) CALLED TO BE 11.02 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 39, A-148, DESCRIBED AS TRACT 2, (5) CALLED TO BE 11.00 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 3, (6) CALLED TO BE 11.05 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 4, (7) CALLED TO BE 226.11 ACRES OUT OF THE EDWARD W. BROWN SURVEY NO. 136, A-44, DESCRIBED AS TRACT 5, SAVE AND EXCEPT 25.7398 ACRES DESCRIBED IN A DEED TO THE CITY OF DRIPPING SPRINGS, OF RECORD IN VOLUME 4467, PAGE 508, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (8) CALLED TO BE 17.80 ACRES OUT OF THE GEORGE W. LINDSEY SURVEY NO. 138, A-280, AND THE EDWARD W. BROWN SURVEY NO. 136, A-44, (3-8) ALL DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 420, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND (9) CALLED TO BE 29.78 ACRES, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD, OF RECORD IN VOLUME 2639, PAGE 400, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. THE FOLLOWING DESCRIPTION IS A COMPILATION OF INFORMATION FROM THE ABOVE MENTIONED DEEDS OF RECORD AND IN NO WAY REPRESENTS A SURVEY ON THE GROUND.

BEGINNING in the easterly right-of-way of Ranch Road 12, at the northwest corner of said 1051.23 acre tract;

THENCE, with the northerly and easterly lines of said 1051.23 acre tract the following nineteen (19) courses:

- 1) N 84° 54' 13" E, 41.10 feet;
- 2) S 54° 58' 12" E, 349.54 feet;
- 3) S 46° 30' 30" E, 373.94 feet;
- 4) S 75° 31' 52" E, 280.39 feet;
- 5) S 87° 28' 36" E, 509.18 feet;
- 6) N 70° 52' 58" E, 436.06 feet;
- 7) N 74° 15' 19" E, 335.56 feet;
- 8) S 60° 04' 22" E, 195.80 feet;
- 9) S 28° 26' 22" E, 244.50 feet;
- 10) S 01° 37' 38" W, 503.50 feet;
- 11) S 16° 09' 38" W, 587.50 feet;
- 12) S 34° 41' 38" W, 697.70 feet;
- 13) S 09° 57' 38" W, 414.80 feet;
- 14) S 20° 16' 22" E, 327.40 feet;
- 15) S 37° 29' 22" E, 126.60 feet;
- 16) S 54° 33' 38" W, 280.20 feet;
- 17) S 62° 30' 22" E, 466.67 feet;
- 18) S 58° 21' 22" E, 511.36 feet;
- 19) S 27° 42' 18" W, 4426.48 feet to the most northerly corner of said 29.78 acre tract;

THENCE, with the easterly line of said 29.78 acre tract, the following two (2) courses:

- 1) S 29° 36' 26" E, 931/41 feet;
- 2) S 60° 36' 50" W 1551.06 feet to the northeast corner of said 206.2 acre tract;

THENCE, with the east line of said 206.2 acre tract the following fifteen (15) courses:

- 1) S 24° 30' 16" E, 46.65 feet;
- 2) S 15° 29' 56" E, 280.55 feet;
- 3) S 15° 36' 02" E, 182.44 feet;
- 4) S 06° 30' 37" W, 104.00 feet;
- 5) S 02° 19' 28" E, 55.08 feet;
- 6) S 14° 50' 58" W, 71.24 feet;
- 7) S 07° 20' 07" W, 154.45 feet;
- 8) S 07° 07' 05" W, 263.18 feet;
- 9) S 17° 20' 44" W, 196.99 feet;
- 10) S 01° 55' 39" W 330.60 feet;
- 11) S 01° 28' 16" W, 273.89 feet;
- 12) S 04° 26' 22" E, 42.77 feet;
- 13) S 00° 29' 14" E 238.72 feet;

14) S 00° 26' 31" W, 353.54 feet;

15) S 01° 05' 28" W, 706.28 feet to the southeast corner of said 206.2 acre tract;

THENCE, with the south line of said 206.28 acre tract, the following three (3)

courses:

1) N 87° 23' W, 482.22 feet;

2) N 84° 43' W, 425.43 feet;

3) N 84° 47' W, 587.97 feet to the southwest corner of said 206.2 acre tract;

THENCE, with the westerly line of said 206.2 acre tract, the following four (4)

courses:

1) N 35° 19' 20" W, 1263.76 feet;

2) N 41° 23' 11" W, 1696.56 feet;

3) N 41° 43' 03" W, 764.40 feet;

4) N 41° 16' 40" W, 437.00 feet to a point in the south line of said 1051.23 acre tract at the northwest corner of said 206.2 acre tract;

THENCE, S 88° 07' 17" W, approximately 443.3 feet (calculated) to the most southerly southwest corner of said 1051.23 acre tract;

THENCE, with a westerly line of said 1051.23 acre tract, the following nine (9)

courses:

1) N 03° 04' 29" W, 631.00 feet;

2) N 74° 12' 57" E, 295.30 feet;

3) N 64° 28' 29" E, 427.51 feet;

4) N 02° 32' 52" E 669.83 feet;

5) N 86 13' 48" W, 349.56 feet;

6) N 03° 46' 12" E, 50.00 feet;

7) N 86° 13' 48" W, 120.00 feet;

8) N 03° 46' 12" E, 40.00 feet;

9) N 86° 13' 48" W, 418.83 feet to a point in the west right-of-way line of said Ranch Road 12, at the most westerly southwest corner of said 1051.23 acre tract;

THENCE, S 26° 09' 19" W, across said Ranch Road 12, 456.1 feet (calculated), to the southeast corner of said 226.11 acre tract;

THENCE, N 27° 34' W, with the south line of said 226.11 acre tract, 325.2 feet (calculated) to the southeast corner of said 25.7398 acre tract out of said 226.11 acre tract;

THENCE, N 14° 36' 32" E, with the easterly line of said 25.7398 acre tract, 1469.96 feet;

THENCE, N 49° 13' 13" W, with the northerly line of said 25.7398 acre tract, 598.82 feet;

THENCE, S 45° 59' 39" W, with the westerly line of said 25.7398 acre tract, 1153.28 feet to a point in the south line of said 226.11 acre tract, at the southwest corner of said 25.7398 acre tract;

THENCE, N 46° 16' W, with the southerly line of said 226.11 acre tract, 4567.50 feet to the southwest corner of said 226.11 acre tract;

THENCE, with the west line of said 226.11 acre tract, the following five (5) courses:

- 1) N 00° 25' W, 453.14 feet;
- 2) N 00° 31' W 460.69 feet;
- 3) N 00° 13' W, 335.96 feet;
- 4) N 00° 10' W, 332.87 feet;
- 5) N 00° 02' E, 70.40 feet to the northwest corner of said 226.11 acre tract;

THENCE, S 60° 00' E, with the northerly line of said 226.11 acre tract, 4804.0 feet (calculated) to the southwest corner of said 17.80 acre tract;

THENCE, with the westerly line of said 17.80 acre tract, the following three (3) courses:

- 1) N 29° 48' E, 406.76 feet;
- 2) N 62° 27' W, 425.33 feet;
- 3) N 29° 48' E, 385.15 feet passing the southerly right-of-way line of a 50 foot roadway easement, and continuing for a total distance of 410.34 feet to a point in the centerline of said roadway easement at the northwest corner of said 17.80 acre tract;

THENCE, with the centerline of said right-of-way easement, the following five (5) courses:

- 1) S 67° 33' E, 21.40 feet;
- 2) A curve to the left having an arc distance of 192.52 feet, the chord of which bears S 86° 40' E, 188.97 feet;
- 3) N 74° 13' E, 544.89 feet;
- 4) A curve to the right having an arc distance of 192.03 feet, the chord of which bears S 86° 04' E, 188.26 feet;
- 5) S 66° 20' E, 109.07 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeast corner of said 17.80 acre tract;

THENCE, with the westerly right-of-way line of said Ranch Road 12, a curve to the right having a radius of 1959.86 feet, an arc distance of 511.4 feet, and a chord which bears N 36° 06' 22" E, 510.0 feet (calculated) to the most southerly corner of said 11.05 acre tract;

THENCE, with the westerly line of said 11.05 acre tract, said 11.00 acre tract, and said 11.02 acre tract, the following four (4) courses:

- 1) N 04° 48' W, 327.50 feet;
- 2) N 41° 55' E, 114.00 feet;
- 3) S 75° 06' E, 117.50 feet;
- 4) N 09° 37' W, at 852.55 feet passing the northwesterly corner of said 11.05 acre tract, same being the southwesterly corner of said 11.00 acre tract, at 1402.67 feet, passing the northwesterly corner of said 11.00 acre tract, same being the southwesterly corner of said 11.02 acre tract, and continuing for a total distance of 1833.86 feet to the northwesterly corner of said 11.02 acre tract;

THENCE, S 58° 44' E, with the northerly line of said 11.02 acre tract, 1614.18 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeasterly corner of said 11.02 acre tract;

THENCE, N 29° 01' 42" E, with the westerly right-of-way line of said Ranch Road 12, 1614.9 feet (calculated) to the most easterly southeast corner of said 139.16 acre tract;

THENCE, N 58° 44' W, with the easterly south line of said 139.16 acre tract, 600.00 feet to an ell corner of said 139.16 acre tract;

THENCE, with an easterly line of said 139.16 acre tract, the following four (4) courses:

- 1) S 31° 16' W, 446.38 feet;
- 2) S 39° 56' W, 156.68 feet;
- 3) S 08° 04' E, 37.25 feet;
- 4) S 31° 16' W, 469.92 feet to the most southerly southeast corner of said 139.16 acre tract;

THENCE, N 58° 44' W, with the westerly south line of said 139.16 acre tract, 1466.48 feet to the most southerly southwest corner of said 139.16 acre tract;

THENCE, with the westerly line of said 139.16 acre tract, the following four (4) courses:

- 1) N 09° 36' W, 910.69 feet;
- 2) N 29° 46' E, 541.97 feet;
- 3) N 29° 51' E, 867.20 feet;
- 4) N 29° 58' E, 537.44 feet to the northwest corner of said 139.16 acre tract;

THENCE, with the northerly line of said 139.16 acre tract, the following thirteen (13) courses:

- 1) S 42° 30' E, 225.80 feet;
- 2) S 17° 52' E, 395.01 feet;
- 3) S 37° 43' E, 432.07 feet;
- 4) S 57° 56' E, 741.70 feet;
- 5) S 41° 58' E, 328.55 feet;
- 6) S 59° 20' E, 143.73 feet;
- 7) S 88° 59' E, 220.97 feet;
- 8) N 74° 41' E, 139.23 feet;
- 9) S 70° 49' E, 284.34 feet;
- 10) S 52° 43' E, 247.45 feet;
- 11) S 68° 29' E, 358.25 feet;
- 12) N 51° 55' E, 134.38 feet;
- 13) S 58° 25' E, 379.90 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeast corner of said 139.16 acre tract;

THENCE, S 56° 03' 31" E, across said Ranch Road 12, 137.2 feet (calculated), to the POINT OF BEGINNING.

**AGREEMENT CONCERNING CREATION AND OPERATION OF
HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 7**

This AGREEMENT CONCERNING CREATION AND OPERATION OF HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 7 ("Agreement") made and entered into by and between the City of Dripping Springs, Texas, (the "City"), a general law city situated in Hays County, Texas, acting herein by and through its undersigned duly authorized Mayor, as authorized by specific action of its City Council and Double L Development, LLC, a Texas limited liability company (the "Developer"). The City and the Developer are sometimes referred to herein as the Parties or, individually, as the Party.

RECITALS

WHEREAS, Double L Development, LLC (the "Developer") intends to develop approximately 1677.562 acres of land (the "Land" or the "Property"), more particularly described on Exhibit A attached hereto and incorporated by reference herein; and

WHEREAS, the Owner of the Land, Anarene Investments, Ltd. (the "Landowner") and the City have entered into that certain Amended and Restated Development Agreement for Anarene Investments Tract, effective October 17, 2012 (the "Development Agreement") that provides for the development of the Land; and

WHEREAS, the Property is included within the boundaries of the Hays County Municipal Utility District No. 7, a municipal utility district created by House Bill 4183 of the 84th Regular Session by the Legislature of the State of Texas, codified as Chapter 7916 of the Texas Special District Local Laws Code, and operating pursuant to Chapter 54 of the Texas Water Code (the "District"); and

WHEREAS, the City supported the passage of legislation creating the District; and

WHEREAS, pursuant to Section 42.042 of the Texas Local Government Code, as amended, and Section 54.016, Texas Water Code, as amended, and commensurate with the approval of this Agreement, the City will consent, subject to certain terms and conditions of this Agreement, to the creation of the District by Resolution adopted in an open and duly posted public meeting of the City (the "Resolution"); and

WHEREAS, the City and the Developer wish to enter into certain agreements regarding the creation and operation of the District; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH BELOW, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES CONTRACT, COVENANT AND AGREE AS FOLLOWS:

ARTICLE I AGREEMENTS REGARDING DISTRICT CREATION

Section 1. The City consents to the creation of the District and the inclusion of the Land in the District.

Section 2. The Developer will construct or cause to be constructed all facilities and infrastructure to serve the Land within the District in accordance with the Development Agreement. The City shall have the right to inspect, at reasonable times, all facilities being constructed by the Developer. The City agrees to review all plans and specifications provided by the Developer in a timely manner and pursuant to the procedures set forth in City ordinances and guidelines; not to unreasonably withhold its approval of such plans and specifications; and to conduct its inspections of ongoing construction in a manner that minimizes interference with such construction.

Section 3. The Parties agree that the purposes for which the bonds, or other lawful obligations, may be issued by the District are limited to the purposes of purchase, construction, acquisition, repair, maintenance, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances, and associated financing, professional, licensing, and permitting fees and costs, necessary or convenient:

- (a) to provide a water supply for municipal uses, domestic uses and commercial purposes; and
- (b) to collect, transport, process, dispose of and control all domestic, commercial, industrial or communal wastes, whether fluid, solid or composite state; and
- (c) to gather, conduct, divert and control local storm water or other local harmful excesses of water in the District, related water quality facilities; and
- (d) to pay organization expenses, operation expenses interest during construction, capitalized interest, and cost of issuance; and
- (e) to provide parks and other recreational facilities as may be consistent with City ordinances and authorized pursuant to Chapters 49 and 54 of the Texas Water Code; and
- (f) to provide roads and improvements in aid of roads; and
- (g) to provide any other facilities, amenities and/or improvements that benefit the Property within the District, that are consistent with City ordinances,

and that qualify pursuant to rules promulgated by Texas Commission on Environmental Quality or its successor ("TCEQ").

Section 4. The Developer shall cause the District, within five (5) business days of submittal, provide any bond application that it submits to the TCEQ to the City for review, comments, and recommendations. The Developer further agrees to incorporate the City's reasonable recommendations into the District's final bond sales packages, so long as the recommendations, in the sole reasonable judgment of the District, do not render the bonds and notes unmarketable or considers such recommendations to not be materially detrimental to the District. The City's recommendations may be based upon, but will not be limited to, the following considerations: (1) overlapping tax rates, (2) the number of homes occupied, (3) taxpayer concentrations and debt to assessed value ratios within the District, (4) TCEQ rules regarding obtaining a market study, and (5) overall compliance with TCEQ rules. Further, to the extent the following conditions are in compliance with TCEQ's rules, and so long as the Board of Directors of the District approves conditions (a)-(d) below, for any individual bond issuance the parties agree that the District Bonds:

- (a) Will have a maximum maturity of 30 years from the date of issuance for any one series of Bonds;
- (b) Will have an interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period immediately preceding the date that the notice of sale of such Bonds is given;
- (c) Will not be issued if the District's debt to certified taxable assessed valuation as determined by the records of the Hays County Appraisal District will exceed 25 percent upon issuance; and
- (d) So long as it does not increase the District's interest rate on the proposed bonds in the sole reasonable judgment of the District, will contain the City's recommended call redemption features.

Section 5. One of the purposes of this Agreement is to authorize the Developer and the City to enter into a binding contract regarding the terms and conditions of annexation of areas within the District by the City. The Parties acknowledge that the City may annex area within the District in the future subject to the terms of this Agreement. Accordingly, the Parties agree as follows:

- (a) The City shall not annex the Land or any area within the District and may not give or publish any notice of proposed annexation until fifteen years (15) from the Effective Date of this Agreement has passed and at least 90% of the facilities and infrastructure to serve the Land have been designed and constructed and the District has issued bonds to pay for or reimburse the costs of such facilities and infrastructure pursuant to this Agreement.

- (b) The Parties acknowledge that Chapter 43 of the Texas Local Government Code provides the authority, and the restrictions on the authority, of the City to annex the Land or any area within the District. If, in compliance with state law, the City annexes the entire area in the District, then the City will succeed to all the powers, duties, assets and obligations of the District, including but not limited to any rights and obligations under valid and duly-authorized contracts (e.g., developer reimbursement agreements) and any bond obligations. The Developer will not enter into any developer reimbursement agreements or agreements for new projects or extraordinary expenses, except as necessary for continued operation and maintenance of existing District facilities, after publication of the first notice of proposed annexation. The Developer further agrees that any agreements with the District in violation of this requirement shall be void.
- (c) Alternatively to subsection 5(b), but in compliance with subsection 5(a), the City may exercise any options available under Chapter 43 of the Texas Local Government Code, or similar annexation laws of the State of Texas, that are in effect with regard to the provision of water and/or sewer service to areas within Municipal Utility Districts that are annexed by cities.

Section 6. Unless it obtains prior approval of the City Administrator, the Developer shall not: (1) construct or install water or wastewater lines or facilities to serve areas outside the District; or (2) sell or deliver water or wastewater service to areas outside the District. Unless it obtains the approval of the City Council of the City, the Developer may not annex any additional land into the District. Any land for which annexation into the District or out-of-district service is hereafter requested and approved shall be subject to the terms of this Agreement. Nothing in this Agreement prevents or prohibits the District from forming additional districts and annexing or de-annexing land between districts from the land already included in the District; no approval of the City or City Counsel of the City is required when the District is annexing or de-annexing land between districts from the land already included in the District under this Agreement.

Section 7. The Developer recognizes that at the time of the transfer of retail water and wastewater to the City pursuant to the Water Utility Service and Fee Agreement and the Agreement for the Provisions of Nonstandard Wholesale and Retail Water Service between the City and the Developer, the City may seek a CCN to become the retail water and/or wastewater provider for the area included in the District, and the Developer agrees to support such CCN applications. The Developer may undertake to construct the utilities or other facilities to serve the area in the District and may negotiate and enter into developer reimbursement agreements with the District.

ARTICLE II OTHER PROVISIONS

Section 1. In the event of any third party lawsuit or other claim relating to the validity of this Agreement and/or any actions taken by the Parties 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 of their respective rights and obligations under this Agreement.

Section 2. All of the terms of this Agreement shall be binding upon, shall inure to the benefit of, and shall be severally enforceable by and against each Party to this Agreement, individually, and such Party's respective personal representatives, successors, trustees, receivers, and assigns. The Parties agree and acknowledge that the Developer intends to assign this Agreement as follows:

- a) Assignment to the District after the organization of the District; and/or
- b) Assignment to any district(s) created by a division of the District.

The Developer intends to retain and not assign **Section 5 of Article I**, which shall remain with the Developer. The Developer shall also retain all of its rights and remedies under this Agreement as they relate to enforcement of Section 5 of Article I. The City hereby agrees to the assignment to the District and/or any district created by a division of the District and agrees the Developer does not have to provide further notice to the City of the assignment to the District or another district. Notice of any other assignment by a Party of any rights or obligations under this Agreement shall be furnished to the other Party no less than 20 business days prior to the Assignment. This Agreement is fully assignable by either Party without the other Parties' consent.

Section 3. If either Party believes that the other Party has failed to comply with the requirements of this Agreement, the non-failing Party shall provide the other Party with written notice of such alleged failure to comply, and failing Party shall have sixty (60) days thereafter to correct such non-compliance. If the Party fails to correct such non-compliance within such time, the non-failing Party shall have available all remedies allowed by law and/or this Agreement.

Section 4. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS IT APPLIES 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 THAT COUNTY, AND HEREBY AGREE THAT

ANY SUCH COURT SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.

Section 5. This Agreement may not be amended or modified other than by a written agreement executed by the Parties, nor may any provision 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.

Section 6. Each Party represents and warrants to the other that it has full authority to execute this Agreement and implement its terms and conditions.

Section 7. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement, or the application thereof to any person or entity or under any circumstances, is invalid or unenforceable to any extent under applicable law, 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.

Section 8. In addition to all the rights and remedies provided by the laws of the state, in the event the Developer or the City breach the terms and provisions of this Agreement, the non-breaching Party shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling or requiring the other Party to observe and comply with the terms and provisions prescribed in this Agreement. Prior to filing for injunctive relief, the Party desiring to file injunctive relief with a court shall first provide written notice to the breaching Party and allow the breaching Party at least fourteen (14) days to cure the breach. If, in the reasonable opinion of the non-breaching Party, the breaching Party has not cured or diligently pursued a cure for the breach, the other Party may file for injunctive relief pursuant to this Section.

Section 9. 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 Exhibit(s) hereto.

Section 10. This Agreement shall be effective from the date of execution hereof by the City and the Developer, and shall continue in effect for a period of 40 years from

the date of the execution hereof by the Developer or until such time as all District Bonds shall have been paid, whichever is later.

IN WITNESS HEREOF, each of the Parties has caused this Agreement to be executed by its undersigned duly authorized representative, in multiple counterparts, each of which shall be deemed an original, as of the date indicated below, it being understood that all Parties need not sign the same counterparts and all of such counterparts shall together constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, executed on the dates appearing below to be effective the Effective Date.

DOUBLE L DEVELOPMENT, LLC

By: 

Name: David Cannon

Title: MEMBER

Date: July 19, 2019

IN WITNESS WHEREOF, executed on the dates appearing below to be effective the Effective Date.

CITY OF DRIPPING SPRINGS, TEXAS

By: 

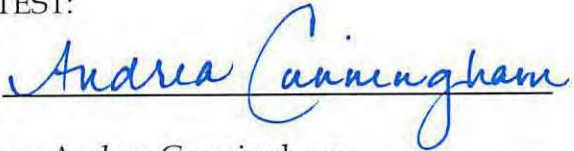
Name: Todd Purcell

Title: Mayor

Date: 6/5/19



ATTEST:

By: 

Name: Andrea Cunningham

Title: City Secretary

Date: 6/6/19

IN WITNESS WHEREOF, executed on the dates appearing below to be effective the Effective Date.

Solely for the purpose of acknowledging the Agreement:

HAYS MUNICIPAL UTILITY DISTRICT
NO. 7

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, _____, Board of Directors, Hays Municipal Utility District No. 7, a political subdivision of the State of Texas, on behalf of said political subdivision.

(SEAL)

Notary Public in and for the
State of Texas

EXHIBIT A
Description of the Land

SECTION 2. The Hays County Municipal Utility District No. 7 initially includes all the territory contained in the following area:

DESCRIPTION OF NINE (9) PARCELS OF LAND (1) CALLED TO BE 1051.23 ACRES OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, THE MARCUS D. RAPER SURVEY NO. 37, A-394, AND THE EDWARD W. BROWN SURVEY NO. 136, A-44, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 410, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS, (2) CALLED TO BE 206.2 ACRES OF LAND OUT OF THE EDWARD W. BROWN SURVEY NO. 136, A-44, AND THE PHILIP A. SMITH SURVEY NO. 26, A-415, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 403, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (3) CALLED TO BE 139.16 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 1, (4) CALLED TO BE 11.02 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 39, A-148, DESCRIBED AS TRACT 2, (5) CALLED TO BE 11.00 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 3, (6) CALLED TO BE 11.05 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 4, (7) CALLED TO BE 226.11 ACRES OUT OF THE EDWARD W. BROWN SURVEY NO. 136, A-44, DESCRIBED AS TRACT 5, SAVE AND EXCEPT 25.7398 ACRES DESCRIBED IN A DEED TO THE CITY OF DRIPPING SPRINGS, OF RECORD IN VOLUME 4467, PAGE 508, OF THE

OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (8) CALLED TO BE 17.80 ACRES OUT OF THE GEORGE W. LINDSEY SURVEY NO. 138, A-280, AND THE EDWARD W. BROWN SURVEY NO. 136, A-44, (3-8) ALL DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 420, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND (9) CALLED TO BE 29.78 ACRES, DESCRIBED IN A DEED TO ANALENE INVESTMENTS, LTD, OF RECORD IN VOLUME 2639, PAGE 400, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. THE FOLLOWING DESCRIPTION IS A COMPILATION OF INFORMATION FROM THE ABOVE MENTIONED DEEDS OF RECORD AND IN NO WAY REPRESENTS A SURVEY ON THE GROUND.

BEGINNING in the easterly right-of-way of Ranch Road 12, at the northwest corner of said 1051.23 acre tract;

THENCE, with the northerly and easterly lines of said 1051.23 acre tract the following nineteen (19) courses:

- 1) N 84° 54' 13" E, 41.10 feet;
- 2) S 54° 58' 12" E, 349.54 feet;
- 3) S 46° 30' 30" E, 373.94 feet;
- 4) S 75° 31' 52" E, 280.39 feet;
- 5) S 87° 28' 36" E, 509.18 feet;
- 6) N 70° 52' 58" E, 436.06 feet;
- 7) N 74° 15' 19" E, 335.56 feet;
- 8) S 60° 04' 22" E, 195.80 feet;

9) S 28° 26' 22" E, 244.50 feet;
10) S 01° 37' 38" W, 503.50 feet;
11) S 16° 09' 38" W, 587.50 feet;
12) S 34° 41' 38" W, 697.70 feet;
13) S 09° 57' 38" W, 414.80 feet;
14) S 20° 16' 22" E, 327.40 feet;
15) S 37° 29' 22" E, 126.60 feet;
16) S 54° 33' 38" W, 280.20 feet;
17) S 62° 30' 22" E, 466.67 feet;
18) S 58° 21' 22" E, 511.36 feet;
19) S 27° 42' 18" W, 4426.48 feet to the most northerly corner of said 29.78 acre tract;

THENCE, with the easterly line of said 29.78 acre tract, the following two (2) courses:

1) S 29° 36' 26" E, 931/41 feet;
2) S 60° 36' 50" W 1551.06 feet to the northeast corner of said 206.2 acre tract;

THENCE, with the east line of said 206.2 acre tract the following fifteen (15) courses:

1) S 24° 30' 16" E, 46.65 feet;
2) S 15° 29' 56" E, 280.55 feet;
3) S 15° 36' 02" E, 182.44 feet;
4) S 06° 30' 37" W, 104.00 feet;

5) S 02° 19' 28" E, 55.08 feet;
6) S 14° 50' 58" W, 71.24 feet;
7) S 07° 20' 07" W, 154.45 feet;
8) S 07° 07' 05" W, 263.18 feet;
9) S 17° 20' 44" W, 196.99 feet;
10) S 01° 55' 39" W 330.60 feet;
11) S 01° 28' 16" W, 273.89 feet;
12) S 04° 26' 22" E, 42.77 feet;
13) S 00° 29' 14" E 238.72 feet;
14) S 00° 26' 31" W, 353.54 feet;
15) S 01° 05' 28" W, 706.28 feet to the southeast corner
of said 206.2 acre tract;

THENCE, with the south line of said 206.28 acre tract, the
following three (3) courses:

1) N 87° 23' W, 482.22 feet;
2) N 84° 43' W, 425.43 feet;
3) N 84° 47' W, 587.97 feet to the southwest corner of
said 206.2 acre tract;

THENCE, with the westerly line of said 206.2 acre tract,
the following four (4) courses:

1) N 35° 19' 20" W, 1263.76 feet;
2) N 41° 23' 11" W, 1696.56 feet;
3) N 41° 43' 03" W, 764.40 feet;

4) N 41° 16' 40" W, 437.00 feet to a point in the south line of said 1051.23 acre tract at the northwest corner of said 206.2 acre tract;

THENCE, S 88° 07' 17"W, approximately 443.3 feet (calculated) to the most southerly southwest corner of said 1051.23 acre tract;

THENCE, with a westerly line of said 1051.23 acre tract, the following nine (9) courses:

1) N 03° 04' 29" W, 631.00 feet;

2) N 74° 12' 57" E, 295.30 feet;

3) N 64° 28' 29" E, 427.51 feet;

4) N 02° 32' 52" E 669.83 feet;

5) N 86° 13' 48" W, 349.56 feet;

6) N 03° 46' 12" E, 50.00 feet;

7) N 86° 13' 48" W, 120.00 feet;

8) N 03° 46' 12" E, 40.00 feet;

9) N 86° 13' 48" W, 418.83 feet to a point in the west right-of-way line of said Ranch Road 12, at the most westerly southwest corner of said 1051.23 acre tract;

THENCE, S 26° 09' 19" W, across said Ranch Road 12, 456.1 feet (calculated), to the southeast corner of said 226.11 acre tract;

THENCE, N 27° 34' W, with the south line of said 226.11

acre tract, 325.2 feet (calculated) to the southeast corner of said 25.7398 acre tract out of said 226.11 acre tract;

THENCE, N 14° 36' 32" E, with the easterly line of said 25.7398 acre tract, 1469.96 feet;

THENCE, N 49° 13' 13" W, with the northerly line of said 25.7398 acre tract, 598.82 feet;

THENCE, S 45° 59' 39" W, with the westerly line of said 25.7398 acre tract, 1153.28 feet to a point in the south line of said 226.11 acre tract, at the southwest corner of said 25.7398 acre tract;

THENCE, N 46° 16' W, with the southerly line of said 226.11 acre tract, 4567.50 feet to the southwest corner of said 226.11 acre tract;

THENCE, with the west line of said 226.11 acre tract, the following five (5) courses:

1) N 00° 25' W, 453.14 feet;

2) N 00° 31' W 460.69 feet;

3) N 00° 13' W, 335.96 feet;

4) N 00° 10' W, 332.87 feet;

5) N 00° 02' E, 70.40 feet to the northwest corner of said 226.11 acre tract;

THENCE, S 60° 00' E, with the northerly line of said 226.11 acre tract, 4804.0 feet (calculated) to the southwest corner of

said 17.80 acre tract;

THENCE, with the westerly line of said 17.80 acre tract, the following three (3) courses:

1) N 29° 48' E, 406.76 feet;

2) N 62° 27' W, 425.33 feet;

3) N 29° 48' E, 385.15 feet passing the southerly right-of-way line of a 50 foot roadway easement, and continuing for a total distance of 410.34 feet to a point in the centerline of said roadway easement at the northwest corner of said 17.80 acre tract;

THENCE, with the centerline of said right-of-way easement, the following five (5) courses:

1) S 67° 33' E, 21.40 feet;

2) A curve to the left having an arc distance of 192.52 feet, the chord of which bears S 86° 40' E, 188.97 feet;

3) N 74° 13' E, 544.89 feet;

4) A curve to the right having an arc distance of 192.03 feet, the chord of which bears S 86° 04' E, 188.26 feet;

5) S 66° 20' E, 109.07 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeast corner of said 17.80 acre tract;

THENCE, with the westerly right-of-way line of said Ranch Road 12, a curve to the right having a radius of 1959.86 feet,

an arc distance of 511.4 feet, and a chord which bears N 36° 06' 22" E, 510.0 feet (calculated) to the most southerly corner of said 11.05 acre tract;

THENCE, with the westerly line of said 11.05 acre tract, said 11.00 acre tract, and said 11.02 acre tract, the following four (4) courses:

- 1) N 04° 48' W, 327.50 feet;
- 2) N 41° 55' E, 114.00 feet;
- 3) S 75° 06' E, 117.50 feet;

4) N 09° 37' W, at 852.55 feet passing the northwesterly corner of said 11.05 acre tract, same being the southwesterly corner of said 11.00 acre tract, at 1402.67 feet, passing the northwesterly corner of said 11.00 acre tract, same being the southwesterly corner of said 11.02 acre tract, and continuing for a total distance of 1833.86 feet to the northwesterly corner of said 11.02 acre tract;

THENCE, S 58° 44' E, with the northerly line of said 11.02 acre tract, 1614.18 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeasterly corner of said 11.02 acre tract;

THENCE, N 29° 01' 42" E, with the westerly right-of-way line of said Ranch Road 12, 1614.9 feet (calculated) to the most easterly southeast corner of said 139.16 acre tract;

THENCE, N 58° 44' W, with the easterly south line of said 139.16 acre tract, 600.00 feet to an ell corner of said 139.16 acre tract;

THENCE, with an easterly line of said 139.16 acre tract, the following four (4) courses:

- 1) S 31° 16' W, 446.38 feet;
- 2) S 39° 56' W, 156.68 feet;
- 3) S 08° 04' E, 37.25 feet;
- 4) S 31° 16' W, 469.92 feet to the most southerly southeast corner of said 139.16 acre tract;

THENCE, N 58° 44' W, with the westerly south line of said 139.16 acre tract, 1466.48 feet to the most southerly southwest corner of said 139.16 acre tract;

THENCE, with the westerly line of said 139.16 acre tract, the following four (4) courses:

- 1) N 09° 36' W, 910.69 feet;
- 2) N 29° 46' E, 541.97 feet;
- 3) N 29° 51' E, 867.20 feet;
- 4) N 29° 58' E, 537.44 feet to the northwest corner of said 139.16 acre tract;

THENCE, with the northerly line of said 139.16 acre tract, the following thirteen (13) courses:

- 1) S 42° 30' E, 225.80 feet;

- 2) S 17° 52' E, 395.01 feet;
- 3) S 37° 43' E, 432.07 feet;
- 4) S 57° 56' E, 741.70 feet;
- 5) S 41° 58' E, 328.55 feet;
- 6) S 59° 20' E, 143.73 feet;
- 7) S 88° 59' E, 220.97 feet;
- 8) N 74° 41' E, 139.23 feet;
- 9) S 70° 49' E, 284.34 feet;
- 10) S 52° 43' E, 247.45 feet;
- 11) S 68° 29' E, 358.25 feet;
- 12) N 51° 55' E, 134.38 feet;

13) S 58° 25' E, 379.90 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeast corner of said 139.16 acre tract;

THENCE, S 56° 03' 31" E, across said Ranch Road 12, 137.2 feet (calculated), to the POINT OF BEGINNING.

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**AMENDED AND RESTATED DEVELOPMENT
AGREEMENT FOR ANARENE INVESTMENTS TRACT**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Amended and Restated Development Agreement (the "Agreement") is between the City of Dripping Springs, (the "City"); ANARENE INVESTMENTS, LTD, a Texas limited partnership ("Anarene" or "Owner"); DOUBLE L DEVELOPMENT, LLC, a Texas limited liability company, as successor in interest to ANARENE INVESTMENTS, LTD, a Texas limited partnership ("Developer" or "Owner"); LL RANCH INVESTMENTS, LP, a Texas limited partnership ("LL Ranch" or "Owner"); Melinda Hill Perrin ("Perrin" or "Owner"); and John Graham Hill ("Hill" or "Owner") (LL Ranch, Anarene, Perrin and Hill are sometimes collectively referred to as the "Landowners"). In this Agreement, the City and Owner are sometimes individually referred to as a "Party," and collectively referred to as the "Parties".

RECITALS:

WHEREAS, Anarene and the City entered into that certain Development Agreement effective as of October 17, 2012 (the "Original Agreement"), which was recorded in Volume 4466, Page 327 of the Official Public Records of Hays County, Texas; and

WHEREAS, the City and Anarene entered into an Amended and Restated Development Agreement for Anarene Investments Tract (the "Development Agreement") effective August 13, 2015; and

WHEREAS, Anarene assigned its rights, title and interest in the Development Agreement to the Developer pursuant to that Assignment and Assumption Agreement effective September 25, 2019; and

WHEREAS, the Landowners own a portion of the Land that is subject to the Development Agreement and agree to subject the Land to the terms and conditions of the Development Agreement; and

WHEREAS, the Parties now wish to amend and restate the Development Agreement; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code, and the City and Owners are proceeding in reliance on the enforceability of this Agreement;

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the City, Developer, and Landowners hereby agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 Act: House Bill 4183 of the 84th Legislature, Regular Session, codified as Chapter 7916 of the Texas Special District Local Laws Code.
- 1.2 Agreement: This contract between the City of Dripping Springs, Texas and Owners, including exhibits.
- 1.3 Applicable Rules: The City Rules, as defined herein will be applicable to the development of the Land for the term of this Agreement. This term does not include applicable Zoning, Building Codes, Landscaping, Lighting, Sign, or Exterior Design standards, as those ordinances may apply or hereafter be applied to residential and nonresidential properties. This term does not include 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.
- 1.4 City: The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.
- 1.5 City Council: The governing body of the City of Dripping Springs, Texas.
- 1.6 City Engineer: The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.
- 1.7 City Rules: Ordinance No. 2019-29 (Subdivision Ordinance), Lighting Ordinance as it may be amended from time to time and except as modified herein; Ordinance No. 3500.11 (Water Quality Protection), Ordinance No. 2020-12 (Sign Ordinance), Ordinance No. 2019-39 (Dripping Springs Technical Criteria), the ordinances in effect as of the Effective Date identified on **Exhibit J**, all as modified by Project Approvals and variances granted concurrent with this Agreement including the variances listed in **Exhibit E**.
- 1.8 County: Hays County, Texas.
- 1.9 District or Districts: Any conservation and reclamation district(s) authorized pursuant to Texas Constitution Article III, Section 52 and Article XVI Section 59, including Hays County Municipal Utility District No. 7, that includes the Land or portions thereof and any subsequent district or districts that may be created by division of such district or districts.
- 1.10 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 by this Agreement including the variances in **Exhibit E**.
- 1.11 Effective Date: October 17, 2012.

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- 1.12 Homeowners Association (HOA): is an organization created by a real estate developer for the purpose of controlling the appearance and managing any common-area assets during the marketing, managing, and selling of homes and sites in a residential subdivision. It grants the developer privileged voting rights in governing the association, while allowing the developer to exit financial and legal responsibility of the organization, typically by transferring ownership of the association to the homeowners after selling off a predetermined number of lots.
- 1.13 Impervious Cover Percentage: The percentage calculated by dividing the total acres of impervious cover on the Land by the total number of acres included in the Land.
- 1.14 Impervious Cover: As defined by the TCEQ, currently 30 Texas Administrative Code 213.3 (17) and as defined in the Dripping Springs Code of Ordinances Section 22.05.016(c) except swimming pools shall not be considered as impervious cover if they comply with freeboard requirements to capture the water quality volume for the surface area as required by the TCEQ. For residential tracts, Single Family Lot Impervious Cover Assumptions, as set forth in **Exhibit H**, shall be utilized to determine impervious cover on residential lots.
- 1.15 Land: Approximately 1675.094 acres of land, in Hays County, Texas, more fully described on **Exhibit A**, attached, and the approximately 2.066 acres described in **Exhibit A-1** in the event such land is acquired by one or more Owners.
- 1.16 Living Unit Equivalent (LUE): A single unit of service consists of the typical flow that would be produced by a single-family residence located in a typical subdivision served by the City.
- 1.17 Master Plan: The master plan of the City, originally presented in 1984, as may be amended, modified or supplemented by the City, in conjunction with the Comprehensive Plan.
- 1.18 Maximum Impervious Cover: The maximum impervious cover per residential lot shall be in accordance with **Exhibit I**.
- 1.19 Owner: One or more Owner listed above and any subsequent Owner, as assigned.
- 1.20 Phase 1 Road: The four-lane arterial, which will include a five-foot sidewalk, and shared-use path (8' or 10' depending on width of connecting path), as shown generally by red dashed line on **Exhibit G-1** within the area outlined in blue on **Exhibit G-1**.
- 1.21 Phase 2 Road: (i) The four-lane arterial, which will include a five-foot sidewalk, and shared-use path, 10' width, as shown generally by teal dashed line on **Exhibit G-1**, and (ii) the two-lane roadway extension to the boundaries of Cynosure (also known as "Wild Ridge"), as shown generally by green dashed line on **Exhibit G-1**, and to Big Sky Ranch, as shown generally by brown dashed line on the **Exhibit G-1**, all within the area outlined in yellow on **Exhibit G-1**.

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- 1.22 Phase 3 Road: An additional two-lane expansion to the Phase 2 Road two-lane road to the boundary of Cynosure ("Wild Ridge"), as shown generally by purple dashed line on **Exhibit G-1** within the area outlined in orange on **Exhibit G-1**.
- 1.23 Project: The term as defined by Texas Local Government Code Chapter 245, as may be amended. The term refers to a specific property use and/or improvement undertaken on the Land, as documented in a manner that provides the City with fair notice.
- 1.24 Project Approvals: All aspects of the Project outside the current scope of work will require prior approval by the City Council.
- 1.25 Parkland: Parkland is a platted tract of land designated and used for recreation or open space.
- 1.26 Shared Use Path: a multi-use path (10') to be constructed within the Phase 1 Road and Phase 2 Road right of way.
- 1.27 Single Family Lot Impervious Cover Assumptions: As stated in **Exhibit H**.
- 1.28 TCEQ: Texas Commission on Environmental Quality, or its successor agencies.
- 1.29 TxDOT: Texas Department of Transportation, or its successor agencies.
- 1.30 WTCPUA: West Travis County Public Utility Authority, or its successor agencies.

ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

- 2.1 Purpose: The development of the Land under this Agreement is intended to: (a) allow housing and commercial development within the City's ETJ to occur in an orderly manner in order to protect the health, safety and welfare of the City's present and future citizens; (b) promote the aesthetic enhancement of the City and its ETJ; and (c) promote a safe and attractive self-sustaining community.
- 2.2 Environmental Protection: Developer will implement compliance with the following natural resource laws and regulations, to the extent applicable:
 - 2.2.1 Aquifer Protection: Developer will comply with all applicable TCEQ regulations. Developer shall also take reasonable measures to protect the Trinity Aquifer, including at a minimum adherence to the Edwards Aquifer Rules for the Contributing Zone. If the development is a low-density development (less than fifteen (15%) Impervious Cover), no structural water quality controls will be required.

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- 2.2.2 Land Application Restrictions: If the Project utilizes individual onsite sewage disposal and if treated sewage effluent is disposed of through irrigation, property owners within the Project shall comply with the applicable City, County, and TCEQ permit for the lot or lots that are utilizing individual onsite sewage disposal. The City reserves the right to comment on any permit application submitted by an Owner.
- 2.2.3 Waterway Protection: Developer shall obtain authorization from and comply with applicable rules and regulations established by federal, state, and local governmental entities regarding waterway protection.
- 2.2.4 Stormwater Controls: Developer will prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit for construction-related stormwater discharges. Owner will comply with the applicable Water Quality Controls as outlined in 2.2.8.
- 2.2.5 Endangered Species: Developer agrees to comply with the federal Endangered Species Act. City agrees that the TCEQ optional enhanced measures Appendix A and Appendix B to RG-348 are an approved regional plan acceptable to the United States Fish and Wildlife Service ("USFWS"). The City and Developer agree that by Developer complying with the TCEQ enhanced measures under RG-348, Developer is also in compliance with WTCPUA rules and policies related to the Endangered Species Act.
- 2.2.6 Water Conservation Plan: Developer shall comply with the current City plan, which has been approved by the WTCPUA.
- 2.2.7 Application Submittal: Developer shall submit all permit applications required under Section 2.2 to the City prior to applying to the relevant authority.
- 2.2.8 Water Quality Controls: Water quality best management practices ("BMPs") will be designed to meet those established by TCEQ publication RG 348, Appendix A.
- 2.3 Parkland: In addition to the 25.7 acres previously donated to the City of Dripping Springs (25.7 acres parkland), an additional 345.0 acres of Parkland will be provided out of the approximately 474 acres of open space, with 80.76 acres being within the floodplain, reflected on the Concept Plan, **Exhibit D**, and the Master Plan for Parkland for the Land, **Exhibit B**. This dedication shall fulfill all parkland dedication requirements on the Project, including but not limited to the requirements of Article 28.03 (Parkland Dedication) of the City's Code of Ordinances in effect as of the Effective Date of the Original Agreement, and no further dedication or payment will be required related to Parkland Dedication Fees other than that listed in this Agreement. Parkland will be dedicated in accordance with Section 28.03.006 of the Dripping Springs Code of Ordinances in effect as of the Effective Date of the Original Agreement and the attached **Exhibit B** Master Plan for Parkland for the Land.

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At the discretion of Developer, portions may be dedicated to the City, with the City's acceptance and approval, the County, a homeowner's association, or the District. Developer shall not be required to submit park plans for each phase of development to the City's Parks and Recreation Commission if Developer develops Parkland in accordance with the attached **Exhibit B**.

- 2.4 Trails and Accessibility: Developer agrees to work with the City to establish and locate mutually acceptable trail systems within the Land. Developer intends to construct a pervious maintenance road adjacent to certain detention and drainage facilities, which may serve the dual purpose of (i) providing access to, and the ability to maintain, detention and drainage facilities, and (ii) providing a public trail through the Project, as shown on **Exhibit B** attached hereto as the "Public Trail Through Double L" (the "Trail"). The Trail will meet TCEQ standards for construction within a buffer zone and the District's standards for access and maintenance of its drainage and detention facilities. The City may further improve the Trail, subject to a separate written agreement with the District. The Developer agrees to work with the City to allow the City to construct public trail connections extending from the Trail to Dripping Springs Ranch Park and Rathgeber Natural Resource Park. The Developer agrees to pay Park Development Fees in the amount of \$648 per residential unit for senior living multi-family and for residential lots of 40' wide or smaller (the "Garden Home Product"). The Developer further agrees to pay Park Development Fees in the amount of \$648 per single-family residential unit (excluding Garden Home Product) that results in the number of platted single-family lots (excluding the Garden Home Product) within the Project exceeding 1,710 single-family residential units ("Additional Lots"). Provided, however, the City agrees to offset the amount of Park Development Fees otherwise owed under this Section 2.4 for Additional Lots by (i) the costs incurred by the Developer to construct the Trail or other trail facilities open to the general public except for the Shared Use Path, and (ii) the dollar amount of any private contribution by Owner for any grant application for parks. Park Development Fees for senior living multi-family, Garden Home Product and the Additional Lots shall be due and payable, in phases, to the City at the time such senior living multi-family, Garden Home Product and Additional Lots are platted or at the time of final platting of a phase of development that includes senior living multi-family, Garden Home Product and Additional Lots, whichever comes first, based on the number of senior living multi-family, Garden Home Product and Additional Lots included in the plat.
- 2.5 Hilltop Preservation: Developer shall preserve each of the six (6) hilltops as depicted in **Exhibit C** attached hereto and incorporated herein for all purposes. Building heights on such hills shall be limited to twenty (20) feet greater than the top of the corresponding hilltop; Developer will dedicate land for one water storage tank which may be located on one of the hilltops. Provided, however, nothing in this Section 2.5 will prevent Developer from conveyance of land for, or construction of water storage tanks on any of the four (4) hills, if required by the WTCPUA. Developer will endeavor to have the color of such tanks blend into the natural settings, however, the parties acknowledge that the color of such tanks may ultimately be determined by the WTCPUA.

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- 2.6 Lighting: Developer, or an electric utility designated by Developer, will construct all illumination for street lighting, signage, security, exterior landscaping, and decorative facilities for the Project in accordance with the City Rules, including the Lighting Ordinance then in effect; provided however, the City agrees that the applicable lighting rules and regulations shall be no less favorable than those applicable to any other similarly situated development within the City's boundaries or its ETJ. Notwithstanding the foregoing, construction of street lighting shall be vested under the rules and regulations set forth in the Lighting Ordinance in effect at the time of execution of this Agreement unless otherwise agreed to, in whole or in part, by the Developer. District(s) will be required to operate and maintain the lighting within its boundaries according to City Rules. Owners agree that all restrictive covenants for the Project shall reinforce this provision and be applied to all construction and builders.
- 2.7 Landscaping: Developer shall comply with the City's Landscaping Ordinance (Ordinance No. 6300.10) in effect as of the Effective Date, as amended by this Agreement, in all commercial areas. Residential areas shall only be required to comply with the tree plan set forth in Exhibit L; provided, however, existing trees on an individual lot of at least three caliper inches may be used to satisfy the tree requirements set forth therein. Landscape design and vegetation along arterial roadways, will be a combination of native shade trees and ornamental trees along with clusters of native or adaptive shrubs and grasses at regular intervals along or within the right of way. Developer agrees that the use of native species of plant materials will be utilized throughout the Project attached as **Exhibit F**. Turf grasses on any lot within the Project shall be limited to Zoysia, Buffalo or Bermuda grasses. Other grasses may be approved by the City Administrator for lots utilizing drip irrigation systems. In no event may St. Augustine grass be used. The plant list attached as **Exhibit F** is approved.
- 2.8 Exterior Design & Architectural Standards: Within the commercial area, Developer shall comply with the City's Exterior Design & Architectural Standards Ordinance, as may be amended.

ARTICLE 3. PROPERTY DEVELOPMENT

- 3.1 Governing Regulations: For purposes of any vesting analysis, the Parties agree that the Effective Date shall be construed as the date upon which the Original Agreement was approved by the City Council of Dripping Springs. The Applicable Rules shall govern the Project, unless otherwise expressly provided for in this Agreement. For the term of this Agreement, the development and use of the Land will be controlled by the terms of this Agreement, the Project Approvals, and the Applicable Rules. If there is any conflict with the terms of this Agreement and the Applicable Rules, the terms of this Agreement will control. If there is a conflict between the terms regarding construction of water and wastewater facilities under this Agreement and the Agreement for the Provisions of Nonstandard Wholesale and Retail Water Service, as amended, and the Wastewater Utility Service and Fee Agreement, as amended (collectively, the "Utility Agreements"), the terms regarding construction of water and wastewater facilities under the Utility Agreements shall

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control if there is an unavoidable conflict in terms that cannot be resolved by harmonizing the intent of this Agreement and the Utility Agreements. Notwithstanding anything contained herein to the contrary, the variances described on **Exhibit E** to the Development Agreement are approved.

- 3.1.1 Residential Density: (a) The maximum number of single-family residential dwelling units that may be developed on the Land shall be 2,231 single-family units with lot allowances as set forth in Exhibit N, provided, however, there shall be a maximum of 73 thirty-five (35') lots, 96 forty (40') lots, and 110 forty-five (45') lots and (b) the maximum number of senior living multi-family units shall be 250 units.

3.1.1.1 Residential Lot Size: The minimum size for any lot shall be 3,500 square feet. See **Exhibit K** for all lot sizes.

- 3.1.2 Water Service: The Land shall be entitled to receive water service in accordance with the Agreement for the Provision of Nonstandard Wholesale and Retail Water Service between the City and Double L Development, LLC (the "Water Service Agreement"), in an amount not to exceed 3,393 Living Unit Equivalents ("LUEs"). The Parties agree water service may be provided by a third-party utility provider, including, but not limited to, a special purpose district. Any area that is not provided water service by the West Travis County Public Utility Agency ("PUA") shall not be subject to the memorandum of understanding between USFWS and LCRA, as predecessor to the PUA ("MOU"), or the PUA Service and Development Policies related to compliance with the MOU. The Water Service Agreement is hereby modified to increase the LUEs available to serve the Land to 3,393 LUEs.

3.1.2.1 Service Extension Request. The City agrees to submit a service extension request ("SER") to the PUA for reservation of an additional 1,683 LUEs for the Land within thirty (30) days of the Developer submitting the request to the City. Such 1,683 LUEs will be in addition to the 1,710 LUEs previously approved by the PUA that is reserved to serve the Land.

- 3.1.3 Wastewater Service: The Land shall be entitled to receive wastewater service in accordance with the Wastewater Utility Service and Fee Agreement between the City and Double L Development, LLC (the "Wastewater Agreement"), in an amount not to exceed 3,393 LUEs. The Parties agree wastewater service may be provided by a third-party utility provider, including, but not limited to, a special purpose district. The Wastewater Service Agreement is hereby modified to increase the LUEs available to serve the Land to 3,393 LUEs.

3.1.3.1 Reuse Water. The City agrees to approve and execute an Application for Reclaimed Water Production Authorization under 30 TAC Chapter 321 (the "321 Application"), within 10 days of receipt of a completed 321 Application from the Developer, or its representatives, for an amount up to half of the permitted rated

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capacity of the City's wastewater treatment plant. The District will be entitled to all reuse water from the 321 plant to serve the Land.

- 3.1.4 Impervious Cover: Developer may develop the Project with an Impervious Cover Percentage that does not exceed thirty-five percent (35%) over the entire Project. Developer shall have the right to apportion impervious cover limits on a lot by lot or use by use basis not to exceed the applicable maximum impervious cover percentage shown in **Exhibit I** on each residential lot, and for the commercial portion of the Project as set forth in Section 3.1.4.1. Developer may apportion such limits as it deems desirable so long as the overall limitation herein specified is not exceeded. Developer may count in density and impervious cover calculations the gross area of the Land, including but not limited to, land designated as greenbelt, open space, mitigation or similar designation.

3.1.4.1 Nonresidential Impervious Cover: Commercial and multifamily impervious cover may reach a maximum of seventy percent (70%) of any given commercial or multifamily tract, provided that the maximum impervious cover for the Land does not exceed thirty-five percent (35%) of the gross area of the Land.

- 3.1.5 Water Quality Buffer Zones: Development on the Land shall comply with the stream buffers as required per the TCEQ Optional Enhanced Measures (OEM). These buffers will govern over the City of Dripping Springs Water Quality Buffers.

3.2 Project Approvals & Entitlements:

- 3.2.1 Concept Plan: The City confirms that the Concept Plan and Roadway Connectivity Plan attached as **Exhibit D** and **Exhibit G**, respectively, comply with the City's Comprehensive Plan, and that the Concept Plan has been approved by all requisite City departments, boards, and commissions and by the City Council. The City approves the land uses, densities, and reservations of land for public purposes on the Concept Plan. The City's execution of this Agreement shall be deemed to be the approval of the Concept Plan and Roadway Connectivity Plan, as shown on **Exhibit D** and **Exhibit G**, respectively, on which land uses, densities, and reservations of land for public purposes during development of the Land will be based. Notwithstanding the above, there must be a fifty (50) foot separation between commercial and residential development, measured from vertical building improvements.

3.2.1.1 Buffer Areas: For residential lots within the Project that are adjacent to the following subdivisions, there shall be minimum open space buffers, with allowance for above ground drainage facilities to protect adjacent property and control stormwater run-off, as follows:

Legacy Trails: 45 feet

Founders Ridge: 35 feet

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Springlake Estates: 25 feet
 Shelton Ranch Road: 25 feet

The above-referenced buffers shall be owned and maintained by the District and/or a homeowners association. The buffer areas, including for lots adjacent to Founders Ridge, Springlake Estates, Shelton Ranch Road, and Legacy Trails, are shown generally on **Exhibit M**.

- 3.2.2 Phasing of Development: The calculation of impervious cover, lot averaging, and similar requirements shall be determined and calculated on a whole project basis. An impervious cover exhibit shall be submitted concurrently with each plat filed indicating the amount of proposed impervious cover; the amount associated with prior platted areas and the amount associated with the area subject to such plat, all as set forth in **Exhibit H**. 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. Any portion of the Land may be re-platted to change the use or designation of that previously platted portion so long as the entire platted portion of the Land meets the requirements of this Agreement, including impervious cover, lot averaging and similar requirements herein. So long as this Agreement remains in effect, such re-platting shall be deemed controlled by this Agreement as if the same were an original platting of such re-platted portions.
- 3.2.3 Project Approvals: The Project Approvals and variances set forth in **Exhibit E** and the Concept Plan attached to this Agreement as **Exhibit D** have been approved by all required City boards and commissions and the City Council and are granted by the City with respect to the development of the Land.

Since the project comprises a significant land area and its development may occur in phases over several years, modifications to the Concept Plan may become necessary due to changes in market conditions or other factors.

In order to provide flexibility with respect to certain details of the development of the Project, Owner may seek changes in the location and configuration of the residential, commercial, and parkland areas shown on the Concept Plan. Such changes will only require an administrative amendment to the Concept Plan so long as the Impervious Cover requirements herein are met, there are no reductions in lot sizes or increases in the overall density of the Project, and no net reduction in required Parkland for the Project. The City Administrator or designee shall be responsible for consideration and approval of such administrative amendments to the Concept Plan. The City Administrator may defer such approval to the City Council at their discretion, except that any decrease in residential lot sizes adjacent to a neighboring subdivision shall not be a minor amendment and must be brought before City Council for review and action. All the variations from the Concept Plan not deemed minor shall require a Concept Plan amendment approved by the City Council.

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- 3.2.4 Signage: Developer will submit a Master Signage Plan for approval by City Council prior to construction of any signage structure or sign within the project. All signage will comply with the Sign Ordinance except as modified by this Agreement or the approved Master Signage Plan.
- 3.3 Further Approvals: Upon the Effective Date of this Agreement, Developer may develop the Land consistent with this Agreement. Any future approvals granted in writing by the City for such development will become a part of the Project Approvals.
- 3.4 Standard for Review: The City's review and approval of any submissions by Developer will not be unreasonably withheld or delayed. The City will review any plans, plat or other filing by Developer in accordance with the applicable City's ordinances, state law and this Agreement. If any submittal is not approved, the City will provide written comments to Developer specifying in detail all of the changes that will be required for the approval of the submittal.
- 3.5 Approvals & Appeals: The City acknowledges that timely City reviews are necessary for the effective implementation of Developer's development program. Therefore, the City agrees that it will comply with all statutory and internal City time frames for development reviews. The City further agrees that if, at any time, Developer believes that an impasse has been reached with the City staff on any development issue affecting the Project or if Developer wishes to appeal any decision of the City staff regarding the Project; then Developer may promptly appeal in writing to the City Council requesting a resolution of the impasse at the next scheduled City Council meeting, subject to compliance with all timetables required by the open meeting laws.
- 3.6 Concept Plan Amendments:
- 3.6.1 Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become necessary due to changes in market conditions or other factors. In order to provide flexibility with respect to certain details of the development of the Project, Developer may seek changes in the location and configuration of the residential and/or commercial use lots shown on the Concept Plan, including changes within the proposed residential, commercial, or open space areas shown on the Concept Plan. Such changes will only require an administrative amendment to the Concept Plan so long as the Impervious Cover limitations are met and there are no increases to the residential or commercial density of the Land or adverse impacts to traffic, utilities, stormwater discharges, or water quality.
- 3.6.2 The City Administrator shall be responsible for consideration and approval of such administrative amendments to the Concept Plan. The City Administrator may defer such approval to the Planning and Zoning Commission and the City Council at the City Administrator's discretion. Further, minor changes that may impact traffic, utilities and stormwater discharges, and water quality, that are proposed for the

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Concept Plan that do not result in an increase in the overall density of development of the Land and which otherwise comply with the Applicable Rules and this Agreement may be approved by the City Administrator. Similarly, minor variations of a preliminary plat or final plat from the Concept Plan that are approved by the City Administrator that do not increase the overall density of development of the Land or increase the overall Impervious Cover limit of thirty-five percent (35%), and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Concept Plan.

- 3.7 Term of Approvals: The Concept Plan and any preliminary plat or final plat approved pursuant to this Agreement will be effective for the longer of (i) the term of this Agreement unless otherwise agreed by the Parties or (ii) the term contained in the applicable subdivision ordinance.
- 3.8 Extension of Permits & Approvals: Any permit or approval under this Agreement shall be extended for any period during which performance by any Owner is extended or delayed but in no instance shall any permits or approvals be extended beyond the term of this Agreement.
- 3.9 Initial Brush Removal: Developer may mechanically remove brush with practices to include uprooting or stump grinding without materially disrupting soil surface prior to receiving approval of a plat(s) for that portion of the Land in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. This Section 3.9 will not prevent Developer from removing brush in accordance with any federal programs, including the United States Department of Agriculture Natural Resources Conservation Service's Environmental Quality Incentives Program. Owner shall not use burning as a method of removal of brush for clearing purposes for residential development; provided, however, burning may be used for removal of brush in connection with agricultural and wildlife practices.
- 3.10 Building Code: Developer agrees that all habitable buildings shall be constructed in accordance with all building or construction codes that have been adopted by the City. 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. Regardless of this development's location in the extraterritorial jurisdiction, building permits are required for all structures.
- 3.11 Fiscal Security for Public Improvements: All public improvements shall be completed or supported by fiscal security in accordance with approved construction plans prior to submittal of final plat. A final plat shall not be filed for recordation until all public improvements and/or fiscal security has been accepted by the City. Developer will not be required to post fiscal security for the cost of public improvements that have been completed and, for partially completed public improvements, shall only be required to post fiscal security for the remaining estimated construction costs to complete such

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improvements. The amount of the fiscal security shall equal one hundred percent (100%) of the remaining estimated construction costs to complete the public improvements not completed at the time of plat recordation. The District's engineer shall provide the cost estimate of the public infrastructure not completed at the time of the plat recordation to the City.

- 3.12 Deed Restrictions: Developer agrees that all restrictive covenants for the Project shall reinforce the provisions of this section and be applied to all builders and subsequent buyers and shall be appropriately drafted and filed to effectuate this intent and Agreement.
- 3.13 Fire Protection: Developer, and upon creation, each District, to the extent allowed by law, may pursue required approvals for, and implement and finance a fire protection plan to provide fire protection services within the Project's boundaries, in accordance with Hays County Emergency Services District No. 6 requirements.
- 3.14 Infrastructure Construction & Inspections: Developer, and upon creation, each District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries except as provided in this Agreement, the Water Service Agreement or Wastewater Agreement or as otherwise agreed to by District, Owners and the City. The City will have the right to review and approve all plans and specifications for water and wastewater infrastructure, and to inspect all such water and wastewater infrastructure during construction and prior to acceptance for operation and maintenance. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City. All water and wastewater infrastructure within the Land shall be designed and built-in accordance with the rules, regulations, and specifications of the City and the TCEQ. All water and wastewater infrastructure within the Land shall be subject to City inspections and compliance with City Rules and TCEQ rules. In case of a conflict, the stricter provision shall prevail, unless TCEQ approval requires a different result. Reasonable and necessary fees incurred by the City for review of plans and specifications and inspections under this section shall be paid by the Developer or District(s).
- 3.15 Roadway Access: All streets and driveways within the Land shall be subject to the approval of the Texas Department of Transportation ("TxDOT") and/or Hays County, as applicable. City will review all streets and driveways when reviewing any plat, construction plan, and site plan.
- 3.16 Roads. The City agrees that the vehicular connections depicted in **Exhibit G** are hereby approved and shall be added to the City's Transportation Master Plan as necessary, including the loop road, shown on **Exhibit G**, as may be amended, to be added to the City's TMP. A Traffic Study has been completed for phase 1 of the Project. Phase 1 includes 244 single family homes. The Parties agree that, prior to final approval of a preliminary plat for phase 2 of the Project, a Traffic Impact Analysis ("TIA") for the entire Project will be approved by the City, Hays County, and TxDOT.

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- 3.17 Connectivity. Developer shall use commercially reasonable efforts to start and diligently pursue the construction of the Phase 1 Road, Phase 2 Road, and Phase 3 Road generally depicted on **Exhibit G-1** by the following dates, subject to the terms and conditions contained herein, including the City's conditions precedent:

Phase 1 Road Start Date: December 2021

Phase 2 Road Start Date: February 2024

Phase 3 Road Start Date: February 2025

3.17.1 City shall require construction of two lanes of the four-lane offsite road, to be constructed by others, extending from Highway 290 to the southern boundary of the Project (hereinafter the "Southern Offsite Road"), to commence no later than June 1, 2023. In the event construction of two lanes of the Southern Offsite Road is not commenced by June 1, 2023, the committed Phase 2 Road Start Date of February 2024, shall be extended by the same number of days that commencement of the Southern Offsite Road is delayed beyond June 1, 2023. Further, the Developer shall not be obligated to commence construction of the Phase 3 Road two-lane expansion unless and until all four lanes of the Southern Offsite Road are complete. Developer will implement a traffic control plan for the Phase 3 Road to minimize disruption of traffic. The traffic control plan will be filed with application for the preliminary plat. Developer may build the Phase 2 Road two-lane roadway extension with open ditch, with the storm sewer to be added at the time of construction of the Phase 3 Road two-lane expansion.

3.17.2 City agrees to fulfill all the following obligations as conditions precedent to Developer's obligation to construct Phase 2 roads and Phase 3 two-lane expansion. The City agrees to complete the following items by November 1, 2021. For every day that one or more of the City's obligations remain incomplete beyond November 1, 2021, the Start Dates shall be extended by the same number of days: 1) execute and approve submission of the 321 Application for the Land; 2) approve nonstandard wholesale service agreement with the WTCPUA for 1,750 LUEs; 3) approve and submit service extension request (SER) for the remaining LUEs to serve the Land; 4) approve a raw water contract with Lower Colorado River Authority and reservation to the District for the total number of LUEs in the combined SERs; and 5) provide a copy of the Resolution consenting to creation of the District.

3.17.3 City further agrees to approve a nonstandard wholesale service agreement with the WTCPUA for the remaining LUEs included in the SER within 60 days of approval by the WTCPUA. The start dates set forth in Section 3.17 shall be extended by the same number of days that the nonstandard wholesale service agreement with the WTCPUA is not approved following such 60-day period.

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3.17.4 Developer shall not be in default if the performance of its obligations is delayed, disrupted, or becomes impossible because of an act of God, war, earthquake, fire, pandemic, strike, work stoppages, shortage of materials, price increases in materials due to defined force majeure event, accident, civil commotion, epidemic, environmental litigation, act or inaction of government, its agencies, or offices, or any other similar cause. Upon occurrence of any such force majeure event, Developer shall notify the City, in writing, in accordance with Section 6.18.

3.17.5 Notwithstanding the other terms and conditions in this Agreement, the remedy for Developer's failure to comply with the road construction obligations is withholding approval of new plats, until such obligation has commenced, and specific performance. Building permits cannot be denied or delayed on platted and approved or accepted sections. Construction of improvements and acceptance thereof cannot be delayed or denied.

3.17.6 Section 5.4 regarding Right to Continue Development and Section 5.6 regarding Cooperation apply to the parties' agreement regarding roads contained in this Section 3.17.

- 3.18 Sidewalks. Developer shall construct or cause to be constructed five (5) foot sidewalks on each side of local residential streets. Arterial roads, as depicted on Exhibit G-1, will include, inside the right-of-way, a shared use path (8' or 10' depending on width of connecting path) on one side of the road and a five (5) foot sidewalk on the other side of the road.

ARTICLE 4. FINANCING DISTRICT

- 4.1 Consent to Creation of District: In accordance with Texas Local Government Code, Section 42.042, the City has consented to the creation of the Districts, including Hays County Municipal Utility District No. 7, covering all or portions of the land described in Exhibits A and A-1. The Developer may not add additional land to the District or Districts which is not already included in the Land without approval by the City, which shall not be unreasonably withheld. The City consents to forming additional Districts and annexing or de-annexing land between the Districts from the land already included in a District and included in this Agreement and no further approval of the City or City Council is required when a District is annexing or de-annexing land between Districts from land already included in a District and in this Agreement. The City agrees that any District may exclude land and may annex land owned by any Owner that is located within the boundaries of the Project and the City's ETJ and may be divided in accordance with the Act, in furtherance of Developer's development goals pursuant to this Agreement, and no further approvals of the City or City Council is required provided, however, City agrees to provide any additional documentation evidencing such consent as may be requested or required by Owner or the District.
- 4.2 Consent to Wastewater Treatment Facilities: The City understands that the District(s), or Developer, will prepare an application to the TCEQ, or its successor agency, for a Chapter

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321 authorization to treat and dispose wastewater generated by the development that is subject to this Agreement. The City will submit the application to the TCEQ.

ARTICLE 5. AUTHORITY

5.1 Term:

5.1.1 Initial Term. This term of this Agreement will continue for twenty (20) years from the date of the last signature on this Agreement ("Initial Term"), unless sooner terminated per the terms of this Agreement. An extension not to exceed (10) years may be requested in writing to City Council and granting of the extension by City Council shall not be unreasonably withheld, conditioned, delayed, or require amendment to other terms of this Agreement.

5.1.2 Expiration. After the expiration of the Initial Term and any extension, this Agreement, will be of no further force and effect, except that termination will not affect any right or obligation previously granted.

5.1.3 Termination or Amendment. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City and Owners or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and Owners of only the portion of the Land affected by the amendment or termination.

5.2 Authority: This Agreement is entered under the statutory authority of Chapter 212, Subchapter G, Texas Local Government Code. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in 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, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.

5.3 Applicable Rules: As of the Effective Date, Developer has initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with Chapter 245, Texas Local Government Code, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals, variances and this Agreement. Further, the City agrees that, upon the Effective Date, Developer has vested authority from the date of the Original Agreement to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals, variances, and this Agreement. In accordance with Chapter 245, Local Government Code, Owner may choose to apply changes in law, rules, regulations or ordinances of the City that enhance or protect the Project.

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- 5.4 Right to Continue Development: In consideration of Owner's agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Land if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owner's obligations or decreasing Owner's rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.
- 5.5 Equivalent Substitute Obligation: If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, subsequent conditions that would legally excuse performance under this Agreement, or, the Parties agree to cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.
- 5.6 Cooperation:
- 5.6.1 The City and Owners each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.
- 5.6.2 The City agrees to cooperate with Developer in connection with any waivers or approvals Developer may desire or require to obtain from the County in connection with the development of the Land and a deferral of the County's plat and plan approval powers to the City for all plats and public infrastructure within the Project, other than roadway infrastructure that will be dedicated to the County for operation and maintenance after construction. Roads that will be dedicated to the County for operation and maintenance shall be subject to County review, inspection, and approval prior to dedication to the County.
- 5.6.3 The City acknowledges that the Developer, District, or HOA may in the future seek State or federal grant matching funds to finance certain park, recreational and environmental facilities within the Project. The City agrees to cooperate with and support these efforts to obtain grant funding that do not interfere with or conflict with the City's efforts to secure similar funding, including entering into joint use agreements with the Developer and HOA, in furtherance of the City's goal of making additional park, environmental and recreational facilities available to the

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area. Provided, however, that the City will have no financial obligation associated with this activity.

- 5.7 Litigation: In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owners and the City 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 of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. **Developer agrees, to the extent allowed by Texas law, to defend and indemnify the City for any reasonable and necessary litigation expenses, including court costs and outside attorney's fees, related to defense of this Agreement from third-party claims if the third-party claims arise from Developer's negligent acts or omissions or breach of this Agreement.** The filing of any third-party lawsuit relating to this Agreement, or the development of the Project will not delay, stop, or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

ARTICLE 6. GENERAL PROVISIONS

6.1 Assignment & Binding Effect:

- 6.1.1 This Agreement, and the rights and obligations of Owners hereunder, may be assigned by one or more Owners to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.
- 6.1.2 If an Owner assigns its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owner will be non-severable, and Owner will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.
- 6.1.3 The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.

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- 6.2 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.
- 6.3 Governing Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies 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 that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.
- 6.4 No Third-Party Beneficiary: This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.
- 6.5 Mortgagee Protection: This Agreement will not affect the right of Owners to encumber all or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project ("Lender") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owners and their Lenders' representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City agrees as follows:
- 6.5.1 Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Land.
- 6.5.2 The City will, upon written request of a Lender, provide the Lender with a copy of any written notice of default given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.
- 6.5.3 In the event of default by an Owner under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owner, either under this Agreement or under the notice of default.
- 6.5.4 Any Lender who comes into possession of any portion of the Land by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of an Owner arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all

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delinquent fees and other obligations of Owners under this Agreement that relate to the property in question have been paid or performed.

- 6.6 Certificate of Compliance: Within thirty (30) days of written request by a Party given accordance with Section 6.18, the other Party or Parties will execute and deliver to the requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this 30-day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party. The City Administrator or Planning Director is authorized to execute any requested certificate on behalf of the City.
- 6.7 Default: If a Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to 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. The City may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein.
- 6.8 Remedies for Default: If a Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. In the event of a default by the City, Owners will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.
- 6.9 Reservation of Rights: To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.
- 6.10 Attorneys Fees: The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorney's fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.

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- 6.11 Waiver: Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.
- 6.12 Entire Agreement: This Agreement contains the entire agreement of the Parties. This Agreement may be amended only by written agreement signed by the Parties. An amendment to this Agreement may only be approved by an affirmative vote of at least three of the five (3 of 5) members of the City Council.
- 6.13 Exhibits, Headings, Construction & Counterparts: All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. If a conflict exists between the terms in this Agreement and an Exhibit or Exhibits to this Agreement, the Parties will endeavor to resolve the conflict in accordance with the intent of the Parties. If an unresolvable conflict exists, the terms of this Agreement shall control over the Exhibit. 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. Each of the Parties 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 its exhibits. 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 only when one or more counterparts, individually or taken together, bear the signatures of all the Parties.
- 6.14 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.
- 6.15 Authority for Execution: The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized, and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Each Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its authority.
- 6.16 Property Rights: Owners expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Land, and the Project so long as this Agreement is in effect.

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- 6.17 **Mandatory Disclosures:** Texas law requires that contractors make certain disclosures. Prior to the effective date of this Agreement, the Owner 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). Execution of this Agreement is agreeing that the Owner is compliant with the Prohibit on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: [https://www.ethics.state.tx.us/whatsnew/elf info form 1295.htm](https://www.ethics.state.tx.us/whatsnew/elf%20form%201295.htm)
- 6.18 **Notices:** Any notices or approvals under this Agreement must be in writing and may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

CITY:

Original: City Administrator City of Dripping Springs
P. O. Box 384
Dripping Springs, TX 78620

City Attorney
City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620

OWNER:

Original: Anarene Investments Ltd.
c/o 1600 West Loop South, Suite 2600
Houston, TX 77027

**DEVELOPER/
OWNER:**

Original: Double L Development, LLC
1600 West Loop South, Suite 2600
Houston, TX 77027

Copy: Allen Boone Humphries Robinson LLP
Attn: Ryan Harper
1108 Lavaca Street, Suite 510
Austin, Texas 78701

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OWNER:

Original: **LL Ranch Investment, LP**
 1600 West Loop South, Suite 2600
 Houston TX 77027

OWNER:

Original **Graham Hill**
 c/o 1600 West Loop South, Suite 2600
 Houston, TX 77027

OWNER:

Original: **Melinda Hill Perrin**
 c/o 1600 West Loop South, Suite 2600
 Houston, TX 77027

Either City or Owners may change their mailing address at any time by giving written notice of such change to all other Parties in the manner provided herein at least ten days prior to the date such change is affected. All notices under this Agreement will be deemed given on the earlier of the date personal delivery is affected or on the delivery date or attempted delivery date shown on the return receipt or facsimile confirmation.

- 6.19 Exhibits: The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A	- Description of the Land
Exhibit A-1	- Description
Exhibit B	- Master Plan for Parkland
Exhibit C	- Hill Tops Preservation
Exhibit D	- Concept Plan
Exhibit E	- City of Dripping Springs Code Variances
Exhibit F	- Approved Plant List
Exhibit G	Roadway Connectivity Plan
Exhibit G-1	Roadway Phasing Plan
Exhibit H	Single Family Lot Impervious Cover Assumptions
Exhibit I	Maximum Impervious Cover Per Residential Lot
Exhibit J	Vested Ordinances
Exhibit K	Lot Sizes

ANA09072021

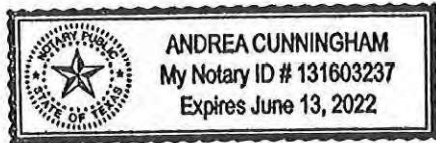
Exhibit L	Tree Plan
Exhibit M	Buffers
Exhibit N	Lot Allowances

CITY OF DRIPPING SPRINGS

By:

Bill Foulds Jr
Bill Foulds, Jr., Mayor

This instrument was acknowledged on this 26 day of October, 2021 by Bill Foulds, Jr., Mayor of the City of Dripping Springs, Texas, a Texas general law municipality, on behalf of said municipality.



Andrea Cunningham
Notary Public, State of Texas

ANA09072021

RESPECTFULLY SUBMITTED this 28th day of October, 2021,

**DOUBLE L DEVELOPMENT, LLC, a
Texas limited liability company**

By: 

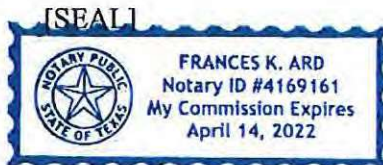
David A. Cannon, Manager

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

The foregoing instrument was ACKNOWLEDGED before me this 28th day of October, 2021, by David A. Cannon, in his capacity as Manager of Double L Development, LLC, a Texas limited liability company, on behalf of said limited liability company.



Notary Public, State of Texas



My Commission Expires: **April 14, 2022**

Frances K. Ard Printed Name of Notary Public

ANA09072021

RESPECTFULLY SUBMITTED this 28th day of October, 2021.

LL RANCH INVESTMENTS, LP, a Texas
limited partnership

By: Double L Ranch Management, LLC, a
Texas limited liability company, its sole
general partner

By: 
David A. Cannon, Manager

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

The foregoing instrument was ACKNOWLEDGED before me this 28th day of October, 2021, by David A. Cannon, in his capacity as Manager of Double L Ranch Management, LLC, a Texas limited liability company, the sole general partner of LL Ranch Investments, LP, a Texas limited partnership, on behalf of said limited partnership.



Notary Public, State of Texas



My Commission Expires: **April 14, 2022**

Frances K. Ard Printed Name of Notary Public

ANA09072021

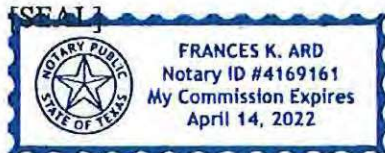
RESPECTFULLY SUBMITTED this 29th day of October, 2021.ANARENE INVESTMENTS, LTD., a Texas
limited partnershipBy: Anarene Management, LLC, a Texas limited
liability company, its general partnerBy: 
John Graham Hill, Manager

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

The foregoing instrument was ACKNOWLEDGED before me this 29th day of October, 2021, by John Graham Hill, in his capacity as Manager of Anarene Investment, LLC, a Texas limited liability company, general partner of Anarene Investment, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Notary Public, State of Texas

My Commission Expires: **April 14, 2022**Frances K. Ard Printed Name of Notary Public

ANA09072021

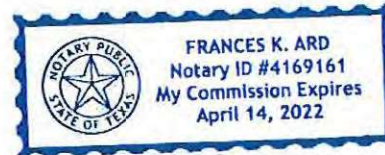
LANDOWNER

JOHN GRAHAM HILL

By: John HillDate: October 29, 2021

This instrument was acknowledged on this 29th day of October, 2021, by
JOHN GRAHAM HILL.

Frances K. Ard
Notary Public, State of Texas



ANA09072021

LANDOWNER

MELINDA HILL PERRIN

By: Melinda Hill PerrinDate: October 29, 2021

This instrument was acknowledged on this 29th day of October, 2021, by
MELINDA HILL PERRIN.

Frances K. Ard
Notary Public, State of Texas



DESCRIPTION OF A 33.099 ACRE TRACT OF LAND
HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148, SITUATED IN HAYS COUNTY, TEXAS; BEING ALL OF THAT CALLED 11.02 ACRE TRACT (TRACT 2), THAT CALLED 11.0 ACRE TRACT (TRACT 3) AND THAT CALLED 11.05 ACRE TRACT (TRACT 4) AS CONVEYED ANARENE INVESTMENTS, LTD., BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2639, PAGE 420 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a concrete monument found on the west right-of-way line of Ranch Road 12, (100' wide right-of-way), on the west line of a called 3.79-acre tract as conveyed to Douglas and Marnnie Boone, by general warranty deed recorded in Document No. 90031210 of the Official Public Records of Hays County, Texas, from which a 1/2-inch iron rod with cap stamp "BGE INC" set at the most easterly southeast corner of a called 139.16-acre tract (Tract 1) as conveyed Anarene Investments, Ltd., by the above described general warranty deed bears, N 30°25'01" E a distance of 5.84 feet; Thence with the west right-of-way line of said Ranch Road 12, S 30°12'30" W a distance of 1,614.33 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southeast corner of a called 11.00-acre tract as conveyed to Joyce Sorenson by deed recorded in Volume 1438, Page 604 of the Official Public Records of Hays County, Texas, being the northeast corner of the above described Anarene Investments 11.02-acre tract (Tract 2), for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with west right-of-way line of said Ranch Road 12, S 30°12'30" W a distance of 652.24 feet to a concrete monument found on the east line of the above described Anarene Investments 11.0-acre tract (Tract 3), at a point of curvature of a curve to the right;

THENCE, continuing with west right-of-way line of said Ranch Road 12, along said curve to the right an arc distance of 537.81 feet, having a radius of 1,378.00 feet, a central angle of 22°21'42" and a chord which bears S 41°21'35" W a distance of 534.41 feet to a concrete monument found on the east line of the above described Anarene Investments 11.05-acre tract (Tract 4);

THENCE, continuing with west right-of-way line of said Ranch Road, S 52°28'45" W a distance of 415.74 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the east line of said Anarene Investments 11.05-acre tract (Tract 4), at a point of curvature of a curve to the left, from which a concrete monument found bears, S 37°36'13" E a distance of 0.96 feet, also from which a concrete monument found on the east right-of-way line of said Ranch Road 12 bears, S 37°36'13" E a distance of 100.00 feet;

THENCE, continuing with west right-of-way line of said Ranch Road 12, along said curve to the left an arc distance of 259.34 feet, having a radius of 1,961.00 feet, a central angle of $07^{\circ}34'38''$ and a chord which bears $S 48^{\circ}40'48'' W$ a distance of 259.15 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the south corner of said Anarene Investments 11.05-acre tract (Tract 4), for the south corner of the herein described tract, from which a concrete monument found on the west right-of-way line of said Ranch Road 12 bears, along a curve to the left an arc distance of 537.69 feet, having a radius of 1,961.00 feet, a central angle of $15^{\circ}42'36''$ and a chord which bears $S 37^{\circ}02'11'' W$ a distance of 536.01 feet;

THENCE, leaving the west right-of-way line of said Ranch Road 12, with the westerly line of said Anarene Investments 11.05-acre tract (Tract 4), $N 05^{\circ}51'23'' W$ pass a 1/2-inch iron rod found at a distance of 17.05 feet and continuing on for a total distance of 344.31 feet to a 1/2-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found, at an outside corner of said Anarene Investments 11.05-acre tract (Tract 4), for an outside corner of the herein described tract;

THENCE, continuing with the westerly line of said Anarene Investments 11.05-acre tract (Tract 4), $N 40^{\circ}40'07'' E$ a distance of 111.95 feet to a 1/2-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found, at an outside corner of said Anarene Investments 11.05-acre tract (Tract 4), for an outside corner of the herein described tract;

THENCE, continuing with the westerly line of said Anarene Investments 11.05-acre tract (Tract 4), $S 76^{\circ}19'22'' E$ a distance of 116.44 feet to a 1/2-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found, on the east line of a called 88-acre tract as conveyed to Donald and Donnie Wayne Bonham by trustee's distribution deed recorded in Document No. 80025837 of the Official Public Records of Hays County, Texas, at an inside corner of said Anarene Investments 11.05-acre tract (Tract 4), for an inside corner of the herein described tract;

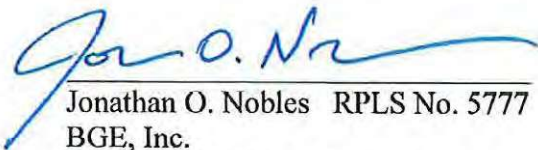
THENCE, continuing with the westerly line of said Anarene Investments 11.05-acre tract (Tract 4) and the east line of said Bonham 88-acre tract, $N 10^{\circ}45'34'' W$ a distance of 852.52 feet to a 1/2-inch iron rod found at the common west corner of said Anarene Investments 11.05-acre tract (Tract 4) and 11.0-acre tract (Tract 3);

THENCE, continuing with the westerly line of said Anarene Investments 11.0-acre tract (Tract 3) and the east line of said Bonham 88-acre tract, generally along a fence, $N 10^{\circ}44'40'' W$ a distance of 550.56 feet to a 1/2-inch iron rod found at the common west corner of said Anarene Investments 11.0-acre tract (Tract 3) and 11.02-acre tract (Tract 2);

THENCE, continuing with the westerly line of said Anarene Investments 11.02-acre tract (Tract 2) and the east line of said Bonham 88-acre tract, generally along a fence, $N 10^{\circ}40'50'' W$ a distance of 431.04 feet to a 1/2-inch iron rod found at the most westerly southwest corner of a called 11.00-acre tract as conveyed to Bill Ben Biggs by deed recorded in Document No. 16023996 of the Official Public Records of Hays County, Texas, being the northwest corner of said Anarene Investments 11.02-acre tract (Tract 2), for the northwest corner of the herein described tract;

THENCE, with the north line of said Anarene Investments 11.02-acre tract (Tract 2), S 59°47'50" E a distance of 1,615.72 feet to the **POINT OF BEGINNING** and containing 33.099 acres of land, more or less.

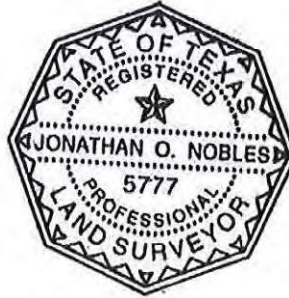
I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.


Jonathan O. Nobles RPLS No. 5777
BGE, Inc.

7000 North Mopac, Suite 330
Austin, Texas 78731

Telephone: (512) 879-0400

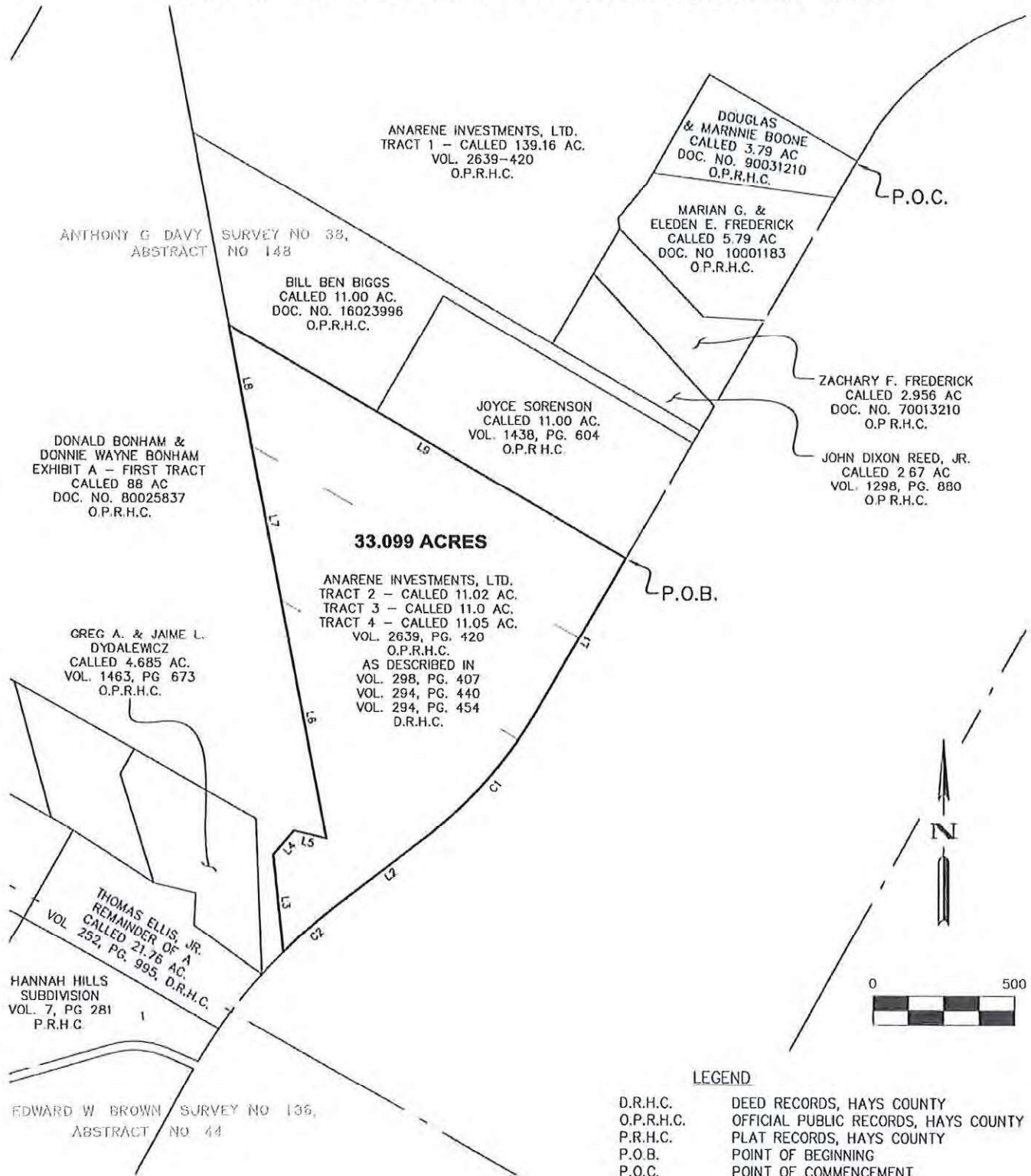
TBPLS Licensed Surveying Firm No. 10106502



12/12/2018
Date

Date: December 12, 2018
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

D.R.H.C.	DEED RECORDS, HAYS COUNTY
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY
P.R.H.C.	PLAT RECORDS, HAYS COUNTY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999320997.



BGE, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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SCALE: 1"=500'

SHEET 4
OF 5

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 30°12'30" W	652.24'
L2	S 52°28'45" W	415.74'
L3	N 05°51'23" W	344.31'
L4	N 40°40'07" E	111.95'
L5	S 76°19'22" E	116.44'
L6	N 10°45'34" W	852.52'
L7	N 10°44'40" W	550.56'
L8	N 10°40'50" W	431.04'
L9	S 59°47'50" E	1,615.72'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	537.81'	1,378.00'	22°21'42"	S 41°21'35" W	534.41'
C2	259.34'	1,961.00'	7°34'38"	S 48°40'48" W	259.15'

**BGE, Inc.**

7000 North Mopac, Suite 330, Austin, TX 78731

Tel: 512-879-0400 • www.bgeinc.com

TBPLS Licensed Surveying Firm No. 10106502

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SCALE: 1"=500'

SHEET 5

OF 5

DESCRIPTION OF A 139.641 ACRE TRACT OF LAND
HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148, SITUATED IN HAYS COUNTY, TEXAS; BEING ALL OF THAT CALLED 139.16 ACRE TRACT (TRACT 1) AS CONVEYED ANARENE INVESTMENTS, LTD., BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2639, PAGE 420 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a concrete monument found on the west right-of-way line of Ranch Road 12, (right-of-way varies), on the west line of a called 3.79-acre tract as conveyed to Douglas and Marnnie Boone, by general warranty deed recorded in Document No. 90031210 of the Official Public Records of Hays County, Texas, from which a concrete monument found on the west right-of-way line of said Ranch Road 12 bears, S 30°12'30" W a distance of 2,266.57 feet; Thence with the west right-of-way line of said Ranch Road 12, N 30°25'01" E a distance of 5.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the most easterly southeast corner of the above described Anarene Investments 139.16-acre tract, for the most easterly southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found bears, S 59°48'49" E a distance of 0.36 feet;

THENCE, leaving the west right-of-way line of Ranch Road 12, generally along a fence, with a south line of said Anarene Investments 139.16-acre tract, N 59°48'49" W a distance of 600.22 feet to a 1/2-inch iron rod found at the northwest corner of said Boone 3.79-acre tract, being an inside corner of said Anarene Investments 139.16-acre tract, for an inside corner of the herein described tract;

THENCE, with an easterly line of said Anarene Investments 139.16-acre tract, generally along a fence, the following four (4) courses:

- 1) S 30°11'19" W a distance of 445.90 feet to a 1/2-inch iron rod found on the west line of a called 5.79-acre tract as conveyed to Marian G. and Elden E. Frederick by warranty deed with vendor's lien recorded in Document No. 10001183 of the Official Public Records of Hays County, Texas;
- 2) S 38°52'56" W a distance of 156.72 feet to a 1/2-inch iron rod found on the west line of said Marian G. and Elden E. Frederick 5.79-acre tract;
- 3) S 09°02'34" E a distance of 37.18 feet to a 1/2-inch iron rod found at the common west corner of said Marian G. and Elden E. Frederick 5.79-acre tract and a called 2.956-acre tract as conveyed to Zachary F. Frederick by warranty deed with vendor's lien recorded in Document No. 70013210 of the Official Public Records of Hays County, Texas; and

- 4) S 30°13'06" W a distance of 469.75 feet to a 1/2-inch iron rod found on the north line of a 11.00-acre tract as conveyed to Bill Ben Biggs by deed recorded in Document No. 16023996 of the Official Public Records of Hays County, Texas, at the southwest corner of a called 2.67-acre tract as conveyed to John Dixon Reed, Jr. by general warranty deed recorded in Volume 1298, Page 880 of the Official Public records of Hays County, Texas, being the most southerly corner of said Anarene Investments 139.16-acre tract, for the most southerly corner of the herein described tract;

THENCE, with a southerly line of said Anarene Investments 139.16-acre tract, generally along a fence, N 59°46'29" W a distance of 1,465.41 feet to a 1/2-inch iron rod found on the east line of a called 88-acre tract as conveyed to Donald and Donnie Wayne Bonham by trustee's distribution deed recorded in Document No. 80025837 of the Official Public Records of Hays County, Texas, at the northwest corner of said Biggs 11.00-acre tract, being the most westerly southwest corner of said Anarene Investments 139.16-acre tract, for the most westerly southwest corner of the herein described tract;

THENCE with the west line of said Anarene Investments 139.16-acre tract, generally along a fence, the following five (5) courses:

- 1) N 10°38'24" W a distance of 909.58 feet to a cedar fence post found;
- 2) N 10°11'12" W a distance of 164.18 feet to a cedar fence post found on the east line of a called 204-acre tract as conveyed to said Donald and Donnie Wayne Bonham by said trustee's distribution deed, being the most westerly corner of said Anarene Investments 139.16-acre tract, for the most westerly corner of the herein described tract;
- 3) N 28°41'46" E a distance of 542.00 feet to a cedar fence post found;
- 4) N 28°47'55" E, pass a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found 0.60 feet right of line at a distance of 482.92 feet and continuing on for a total distance of 866.82 feet to a cedar fence post; and
- 5) N 28°54'55" E a distance of 529.61 feet to a calculated point at the approximate centerline of Barton Creek, on the southerly line of a called 104.491-acre tract as conveyed to Relentless Ranch, L.L.C. by correction general warranty deed recorded in Document No. 90012886 of the Official Public Records of Hays County, Texas, at the west end of a Boundary Agreement by and between Wiley Allen Haydon, John Hill and Peery-Flume Properties, Inc. recorded in Volume 402, Page 683 of the Deed Records of Hays County, Texas, being the northwest corner of said Anarene Investments 139.16-acre tract, for the northwest corner of the herein described tract;

THENCE, with the approximate centerline of said Barton Creek, being the northerly line of said Anarene Investments 139.16-acre tract, and the southerly lines of said Relentless Ranch, L.L.C. 104.491-acre tract and Barton Creek Ranch a subdivision as recorded in Volume 4, Page 183 of the Plat Records of Hays County, Texas, the following twenty-one (21) courses:

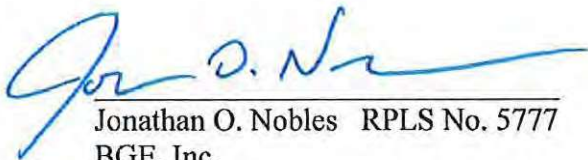
- 1) S 70°59'20" E a distance of 120.37 feet to a calculated angle point;
- 2) S 51°55'32" E a distance of 77.06 feet to a calculated angle point;
- 3) S 16°38'10" E a distance of 62.50 feet to a calculated angle point;
- 4) S 10°00'16" W a distance of 118.67 feet to a calculated angle point;
- 5) S 23°24'00" E a distance of 312.21 feet to a calculated angle point;
- 6) S 43°16'44" E a distance of 345.40 feet to a calculated angle point;
- 7) S 53°17'30" E a distance of 549.07 feet to a calculated angle point;
- 8) S 86°09'12" E a distance of 89.15 feet to a calculated angle point;
- 9) S 57°50'27" E a distance of 53.27 feet to a calculated angle point;
- 10) S 43°29'01" E a distance of 430.90 feet to a calculated angle point;
- 11) S 60°01'11" E a distance of 131.02 feet to a calculated angle point;
- 12) S 83°13'21" E a distance of 277.83 feet to a calculated angle point;
- 13) N 63°18'21" E a distance of 102.47 feet to a calculated angle point;
- 14) N 83°26'31" E a distance of 61.03 feet to a calculated angle point;
- 15) S 66°44'36" E a distance of 328.20 feet to a calculated angle point;
- 16) S 47°24'46" E a distance of 96.56 feet to a calculated angle point;
- 17) S 65°43'06" E a distance of 358.78 feet to a calculated angle point;
- 18) S 83°49'47" E a distance of 86.81 feet to a calculated angle point;
- 19) N 40°32'43" E a distance of 96.08 feet to a calculated angle point;
- 20) S 81°17'05" E a distance of 60.72 feet to a calculated angle point; and

- 21) S 57°50'06" E a distance of 333.80 feet to a calculated point on the curving west right-of-way line of said Ranch Road 12, at the northeast corner of said Anarene Investments 139.16-acre tract, for the northeast corner of the herein described tract;

THENCE, leaving the approximate centerline of said Barton Creek, with the west right-of-way line of said Ranch Road 12 and the east line of said Anarene Investments 139.16-acre tract the following five (5) courses:

- 1) Along a curve to the right, an arc distance of 535.20 feet, having a radius of 1,829.86 feet, a central angle of 16°45'28" and a chord which bears S 68°02'14" W a distance of 533.29 feet to a concrete monument found;
- 2) S 74°30'50" W a distance of 305.45 feet to a concrete monument found;
- 3) S 68°30'56" W a distance of 233.16 feet to a concrete monument found at a point of curvature of a curve to the left;
- 4) Along said curve to the left an arc distance of 584.98 feet, having a radius of 1,205.47 feet, a central angle of 27°48'14" and a chord which bears S 51°28'02" W a distance of 579.26 feet to a concrete monument found;
- 5) S 30°25'01" W a distance of 149.26 feet to the **POINT OF BEGINNING** and containing 139.641 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

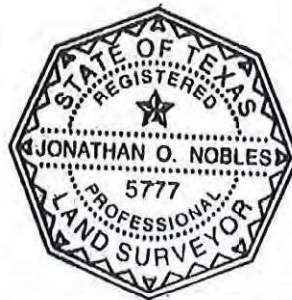


Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
7000 North Mopac, Suite 330

Austin, Texas 78731

Telephone: (512) 879-0400

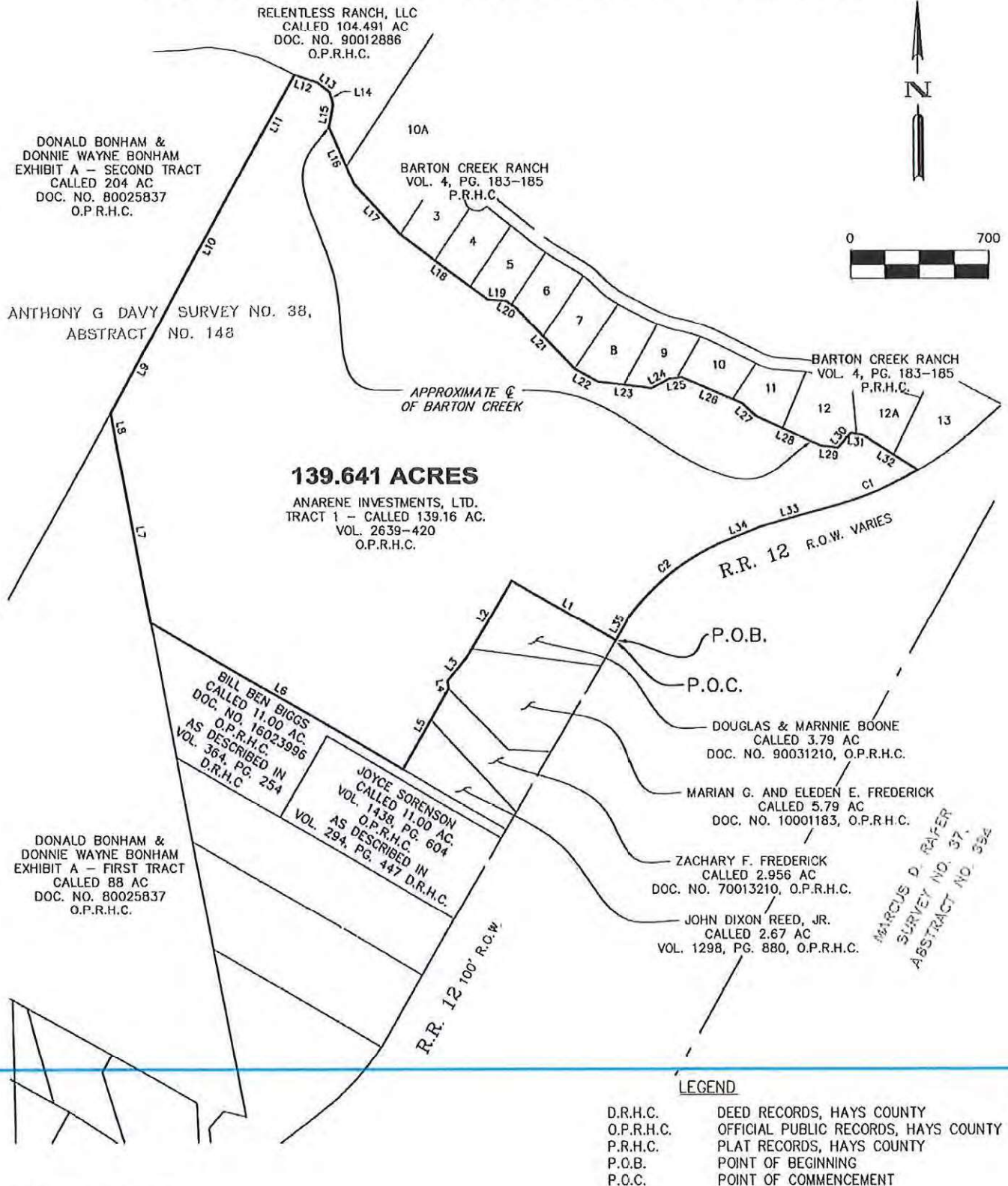
TBPLS Licensed Surveying Firm No. 10106502



12/12/2018
Date

Date: December 12, 2018
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON
TEXAS STATE PLANE COORDINATE
SYSTEM, NAD83, TEXAS SOUTH CENTRAL
ZONE. COORDINATES AND DISTANCES
SHOWN ARE SURFACE VALUES. COMBINED
SCALE FACTOR IS 0.9999320997.

**BGE, Inc.**

7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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SCALE: 1"=700'

SHEET 5

OF 6

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 59°48'49" W	600.22'
L2	S 30°11'19" W	445.90'
L3	S 38°52'56" W	156.72'
L4	S 09°02'34" E	37.18'
L5	S 30°13'06" W	469.75'
L6	N 59°46'29" W	1,465.41'
L7	N 10°38'24" W	909.58'
L8	N 10°11'12" W	164.18'
L9	N 28°41'46" E	542.00'
L10	N 28°47'55" E	866.82'
L11	N 28°54'55" E	529.61'
L12	S 70°59'20" E	120.37'
L13	S 51°55'32" E	77.06'
L14	S 16°38'10" E	62.50'
L15	S 10°00'16" W	118.67'
L16	S 23°24'00" E	312.21'
L17	S 43°16'44" E	345.40'
L18	S 53°17'30" E	549.07'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L19	S 86°09'12" E	89.15'
L20	S 57°50'27" E	53.27'
L21	S 43°29'01" E	430.90'
L22	S 60°01'11" E	131.02'
L23	S 83°13'21" E	277.83'
L24	N 63°18'21" E	102.47'
L25	N 83°26'31" E	61.03'
L26	S 66°44'36" E	328.20'
L27	S 47°24'46" E	96.56'
L28	S 65°43'06" E	358.78'
L29	S 83°49'47" E	86.81'
L30	N 40°32'43" E	96.08'
L31	S 81°17'05" E	60.72'
L32	S 57°50'06" E	333.80'
L33	S 74°30'50" W	305.45'
L34	S 68°30'56" W	233.16'
L35	S 30°25'01" W	149.26'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	535.20'	1,829.86'	16°45'28"	S 68°02'14" W	533.29'
C2	584.98'	1,205.47'	27°48'14"	S 51°28'02" W	579.26'



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SCALE: 1"=700'

SHEET 6

OF 6

DESCRIPTION OF A 1,240.674 ACRE TRACT OF LAND
HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, THE MARCUS D. RAPER SURVEY NO. 37, ABSTRACT NO. 394, THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148 AND THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 1,051.23 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO ANARENE INVESTMENTS, LTD. AND A PORTION OF THAT CALLED 73.69 ACRE SAVE & EXCEPT TRACT AS DESCRIBED IN EXHIBIT A-1 OF SAID GENERAL WARRANTY DEED TO ANARENE INVESTMENTS, LTD., RECORDED IN VOLUME 2639, PAGE 418 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 73.69 ACRE SAVE & EXCEPT TRACT BEING A PORTION OF THAT CALLED 507.1 ACRE TRACT AS CONVEYED TO JOHN L. HILL BY DEED RECORDED IN VOLUME 212, PAGE 629 OF THE DEED RECORDS OF HAYS COUNTY, ALSO SAVE AND EXCEPT FROM SAID 1051.23 ACRE TRACT A CALLED 90,000 SQUARE FEET OF LAND AS CONVEYED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT BY DEED OF GIFT RECORDED IN VOLUME 1489, PAGE 61 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 29.78 ACRE TRACT AS CONVEYED TO ANARENE INVESTMENTS, LTD. BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2639, PAGE 400 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING ALL OF A CALLED 206.2 ACRE TRACT AS CONVEYED TO ANARENE INVESTMENTS, LTD. BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2639, PAGE 403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with cap stamp "BGE INC" set on the east right-of-way line of Ranch Road 12, (100' wide right-of-way), being the common most westerly corner of the above described Anarene Investments 1,051.23-acre tract and a called 21.126-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas, for the most westerly corner and **POINT OF BEGINNING** of the herein described tract, from which a 80-D nail found bears S 80°14'54" E a distance of 0.54 feet, and from which a concrete monument found on east right-of-way line of said Ranch Road 12 bears, S 14°28'39" W a distance of 350.43 feet;

THENCE, with the east right-of-way line of said Ranch Road 12 the following fourteen (14) courses:

- 1) N 14°28'39" E a distance of 1,624.68 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract at a point of curvature of a curve to the right;
- 2) Along said curve to the right an arc distance of 722.05 feet, having a radius of 2,896.00 feet, a central angle of 14°17'07" and a chord which bears N 21°49'46" E a distance of 720.18 feet to concrete monument found at the common most westerly south corner of said Anarene Investments 1,051.23-acre tract and the above described Hill 73.69-acre tract;

- 3) N 29°11'41" E a distance of 1,489.16 feet to a concrete monument found on the west line of said Hill 73.69-acre tract, at a point of curvature of a curve to the right;
- 4) Along said curve to the right an arc distance of 756.40 feet, having a radius of 1,861.00 feet, a central angle of 23°17'16" and a chord which bears N 40°49'43" E a distance of 751.20 feet to a concrete monument found on the west line of said Hill 73.69-acre tract;
- 5) N 52°28'45" E, pass a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at the common most westerly north corner of said Hill 73.69-acre tract and said Anarene Investments 1,051.23-acre tract at a distance of 175.19 feet, and continuing on for a total distance of 415.50 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract, at a point of curvature of a curve to the left;
- 6) Along said curve to the left an arc distance of 576.84 feet, having a radius of 1,478.00 feet, a central angle of 22°21'42", and a chord which bears N 41°21'34" E a distance of 573.19 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract;
- 7) N 30°12'30" E a distance of 2,266.38 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract, at a point of curvature of a curve to the right;
- 8) Along said curve to the right an arc distance of 673.49 feet, having a radius of 1,096.00 feet, a central angle of 35°12'29", and a chord which bears N 47°48'39" E a distance of 662.94 feet to a concrete monument found (damaged) on the west line of said Anarene Investments 1,051.23-acre tract;
- 9) N 76°15'59" E a distance of 209.78 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract;
- 10) N 76°27'16" E a distance of 304.82 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract;
- 11) N 58°07'42" E a distance of 85.31 feet to a 5/8-inch iron rod found on the west line of said Anarene Investments 1,051.23-acre tract;
- 12) N 69°13'30" E a distance of 220.26 feet to a cotton spindle found in the northwest side of a 52" live oak, on the west line of said Anarene Investments 1,051.23-acre tract, from which a 1-1/2-inch iron pipe found bears N 09°17'07" W a distance of 0.64 feet;
- 13) N 74°01'48" E a distance of 195.37 feet to a 3/4-inch iron rod found on the west line of said Anarene Investments 1,051.23-acre tract, at a point of curvature of a curve to the left; and
- 14) Along said curve to the left an arc distance of 139.02 feet, having a radius of 1,979.86 feet, a central angle of 04°01'23", and a chord which bears N 59°58'27" E a distance of 138.99 feet to a 1-inch iron rod found on the west line of said Anarene Investments 1,051.23-acre tract, at the southwest corner of a called 0.112-acre tract as conveyed to Rella W. Brooks by deed recorded in Volume 224, Page 632 of the Deed Records of Hays County, Texas;

THENCE, leaving the east right-of-way line of said Ranch Road 12, with a north line of said Anarene Investments 1,051.23-acre tract, N 85°56'32" E a distance of 31.42 feet to a calculated point on the south line of said Rella Brooks 0.112-acre tract, at the approximate centerline of Barton Creek, for the most northerly corner of said Anarene Investments 1,051.23-acre tract, for the most northerly corner of the herein described tract;

THENCE, with the northerly and easterly lines said Anarene Investments 1,051.23-acre tract, along the approximate centerline of Barton Creek, the following twenty-one (21) courses:

- 1) S 54°06'53" E a distance of 416.52 feet to a calculated angle point;
- 2) S 43°31'40" E a distance of 320.98 feet to a calculated angle point;
- 3) S 71°33'35" E a distance of 162.29 feet to a calculated angle point;
- 4) S 80°15'23" E a distance of 359.62 feet to a calculated angle point;
- 5) N 89°12'39" E a distance of 268.06 feet to a calculated angle point;
- 6) N 71°48'37" E a distance of 226.20 feet to a calculated angle point;
- 7) N 75°52'56" E a distance of 471.86 feet to a calculated angle point;
- 8) S 76°44'48" E a distance of 149.76 feet to a calculated angle point;
- 9) S 51°55'11" E a distance of 99.32 feet to a calculated angle point;
- 10) S 31°00'27" E a distance of 192.83 feet to a calculated angle point;
- 11) S 04°33'09" E a distance of 253.81 feet to a calculated angle point;
- 12) S 08°46'56" W a distance of 358.50 feet to a calculated angle point;
- 13) S 15°06'53" W a distance of 362.97 feet to a calculated angle point;
- 14) S 27°05'38" W a distance of 330.40 feet to a calculated angle point;
- 15) S 44°01'50" W a distance of 364.58 feet to a calculated angle point;
- 16) S 23°23'55" W a distance of 114.84 feet to a calculated angle point;
- 17) S 12°27'30" W a distance of 299.12 feet to a calculated angle point;
- 18) S 07°06'56" W a distance of 132.91 feet to a calculated angle point;
- 19) S 10°50'48" E a distance of 166.36 feet to a calculated angle point;

- 20) S 24°03'53" E a distance of 134.10 feet to a calculated angle point; and
- 21) S 32°12'12" E a distance of 162.72 feet to a calculated point at inside corner of a called 46.53-acre tract as conveyed to Mary Taylor Henderson by general warranty deed with reservation of life estate recorded in Document No. 14038509 of the Official Public Records of Hays County, Texas, from which a 1-inch iron pipe found on the east bank of said Barton Creek bears, N 52°49'27" E a distance of 109.28 feet;

THENCE, leaving the approximate center line of said Barton Creek with a east line of said Anarene Investments 1,051.23-acre tract, S 55°46'32" W pass a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found on the west bank of said Barton Creek a distance of 31.68 feet and continuing on for a total distance of 276.23 feet to a 5/8-inch iron rod found at the most westerly southwest corner of said Henderson 46.53-acre tract, at an inside corner of said Anarene Investments 1,051.23-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with a north line of said Anarene Investments 1,051.23-acre tract, S 61°20'17" E pass a 1/2-inch iron rod found at the common south corner of said Henderson 46.53-acre tract and a called 26.10-acre tract as conveyed to Virginia Taylor Buckley by Document No. 9921334 of the Official Public Records of Hays County, Texas, at a distance of 279.93 feet and continuing on for a total distance of 466.74 feet to a 1/2-inch iron rod found at an angle point in the south line of said Buckley 26.10-acre tract, for an angle point of the herein described tract;

THENCE, generally along a fence, continuing with a north line of said Anarene Investments 1,051.23-acre tract, S 57°09'59" E a distance of 511.67 feet to a 1/2-inch iron rod found at the south corner of said Buckley 26.10-acre tract, on a west line of a remainder of a called 1,364.31-acre tract as conveyed to Rathgeber Investment Company, Ltd. By special warranty deed with vendor's lien recorded in Document No. 04015659 of the Official Public Records of Hays County, Texas, at the most easterly corner of said Anarene Investments 1,051.23-acre tract, for the most easterly corner of the herein described tract;

THENCE, generally along a fence, with an east line of said Anarene Investments 1,051.23-acre tract and a west line of said Rathgeber Investment 1,364.31-acre remainder tract, S 28°53'40" W a distance of 4,426.46 feet to a 5/8-inch iron rod found at the north corner of a called 29.78-acre tract as conveyed to Anarene Investments. Ltd. by general warranty deed recorded in Volume 2639, Page 400 of the Official Public Records of Hays County, Texas, for an inside corner of the herein described tract;

THENCE, leaving the fenced east line of said Anarene Investments 1,051.23-acre tract, with the east line of said Anarene Investments 29.78-acre tract, S 30°03'24" E a distance of 931.08 feet to a 3/8-inch iron rod found with cap stamped "RPLS 4542" near a fence corner, on a west line of said Rathgeber Investment 1,364.31-acre remainder tract, at the north east corner of a called 291-1/3-acre tract as conveyed to Cynosure Corporation by deed recorded in Volume 258, Page 123 of the Deed Records of Hays County, Texas, for an outside corner of the herein described tract;

THENCE, leaving the west line of said Rathgeber Investment 1,364.31-acre remainder tract, generally along a fence, with the south line of said Anarene Investments 29.78-acre tract, S 60°08'25" W a distance of 1,550.88 feet to a 1/2-inch iron pipe found at the south corner of said Anarene Investments 29.78-acre tract, at the northeast corner of a called 206.2-acre tract as conveyed to Anarene Investments. Ltd. by general warranty deed recorded in Volume 2639, Page 403 of the Official Public Records of Hays County, Texas, being the northwest corner of said Cynosure Corporation 291-1/3-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with the east line of said Anarene Investments 206.2-acre tract, S 25°43'41" E a distance of 46.72 feet to a 60-D nail found in the root of a dead tree, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 16°46'01" E a distance of 280.41 feet to a 60-D nail found in tree, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 16°48'27" E a distance of 182.38 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 05°13'03" W a distance of 104.30 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 03°37'02" E a distance of 55.04 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 13°33'24" W a distance of 70.61 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 06°06'34" W a distance of 154.54 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 05°52'30" W a distance of 263.33 feet to a disturbed 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 16°02'05" W a distance of 196.54 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°43'42" W a distance of 330.59 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°08'28" W a distance of 273.70 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 05°46'10" E a distance of 42.66 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 01°49'02" E a distance of 238.81 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°49'25" E a distance of 353.56 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°12'27" E a distance of 706.00 feet to a 1-1/2-inch iron pipe found, on the west line of said Cynosure Corporation 291-1/3-acre tract, at the south east corner of said Anarene Investments 206.2-acre tract, being the northwest corner of a called 200-acre tract as conveyed to William R. Scott and Bessie E. Scott by deed recorded in Volume 717, Page 229 of the Deed Records of Hays County, Texas, for the most southerly corner of the herein described tract;

THENCE, generally along a fence, with the south line of said Anarene Investments 206.2-acre tract, N 88°40'21" W a distance of 482.13 feet to a 60-D nail found in a dead tree, for an angle point;

THENCE, generally along a fence, with the south line of said Anarene Investments 206.2-acre tract, N 86°02'12" W a distance of 425.10 feet to a 60-D nail found in a tree, for an angle point;

THENCE, generally along a fence, with the south line of said Anarene Investments 206.2-acre tract, N 85°57'22" W a distance of 589.22 feet to a 1/2-inch iron rod found on the north line of said Scott 200-acre tract, at the southeast corner of Lot 28, of the Replat of Lot 2E, Block C, Poundhouse Hills Section 2 as recorded in Document No. 17007517 of the Official Public Records of Hays County, Texas, for the most southerly southwest corner of the herein described tract, from which a 1-inch iron pipe found on the north line of said Scott 200-acre tract, at a angle point in the south line of said Lot 28 bears, N 85°57'56" W a distance 104.76 feet;

THENCE, generally along a fence, with the west line of said Anarene Investments 206.2-acre tract and the east line of said Replat of Lot 2E, Block C, Poundhouse Hills Section 2, N 36°39'47" W a distance of 483.70 feet to a 1/2-inch iron rod found, for an angle point;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract and the east line of said Replat of Lot 2E, Block C, Poundhouse Hills Section 2, N 36°33'08" W pass a 1/2-inch iron rod with cap stamped "4WARD BOUNDARY" at the south easterly terminus of Pecos River Crossing (60' wide right-of-way) as dedicated by said Replat of Lot 2E, Block C, Poundhouse Hills Section 2 at a distance of 581.20 feet, pass a 1/2-inch iron rod with cap stamped "4WARD BOUNDARY" at the north easterly terminus of said Pecos River Crossing at a distance of 641.20 feet and continuing on for a total distance of 778.20 feet to a 1/2" iron rod found at the northeast corner of Lot 35 of said Replat of Lot 2E, Block C, Poundhouse Hills Section 2, being the southeast corner of the remainder of a called 102.479-acre tract as conveyed to Taylor Morrison of Texas, Inc. by special warranty deed recorded in Doc. No. 14019631 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract and the east line of said Taylor Morrison 102.479-acre remainder tract, N 42°39'59" W pass a 1/2-inch iron rod with cap stamp "BGE INC" set at the south east corner of Founders Ridge, Section 2A, a subdivision as recorded in Document No. 17005751 of the Official Public Records of Hays County, Texas, being the south easterly terminus of Copper Canyon (60' wide right-of-way) as dedicated by said Founders Ridge, Section 2A at a distance of 1,466.18 feet, pass a 1/2-inch iron rod with cap stamp "BGE INC" set at the north easterly terminus of said Copper Canyon a distance of 1,526.18 feet, and continuing on for a total distance of 1,696.21 feet to a 1/2-inch iron rod found on the west line of said Founders Ridge, Section 2A;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract, and the east line of said Founders Ridge, Section 2A, N 42°57'34" W a distance of 763.97 feet to a 1/2-inch iron rod found;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract, and the east line of said Founders Ridge, Section 2A, and the east line of Founders Ridge, Section 1, a subdivision as recorded in Volume 18, Page 336 of the Plat Records of Hays County, N 42°27'07" W a distance of 437.18 feet to a 1/2-inch iron rod found at the northwest corner of said Anarene Investments 206.2-acre tract, at the northeast corner of Lot 3, Block A, of said Founders Ridge, Section 1, being on the south line of said Anarene Investments 1,051.23-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with the south line of said Anarene Investments 1,051.23-acre tract, and the north line of said of said Founders Ridge, Section 1, S 89°37'16" W a distance of 133.08 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the south line of said Anarene Investments 1,051.23-acre tract, S 88°53'52" W a distance of 311.37 feet to a 3/4-inch iron bar found at the southwest corner of a called 12.22-acre tract as conveyed to J.F. Glosson, Jr. by deed recorded in Volume 207, Page 329 of the Deed Records of Hays County, Texas, at the most southerly southwest corner of said Anarene Investments 1,051.23-acre tract, for an outside corner of the herein described tract;

THENCE, generally along a fence, with a west line of said Anarene Investments 1,051.23-acre tract, and the east line of said J.F. Glosson, Jr. 12.22-acre tract, N 01°52'37" W a distance of 630.02 feet to a 3/4-inch iron rod found under a fence at the common east corner of said J.F. Glosson, Jr. 12.22-acre tract and a called 21.126-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas, for an outside corner of the herein described tract;

THENCE, generally along a fence, with a northerly line of said Anarene Investments 1,051.23-acre tract, and a southerly line of said D.S.I.S.D. 21.126-acre tract, N 75°23'13" E a distance of 295.08 feet to a 1/2-inch iron rod found, for an angle point;

THENCE, generally along a fence, continuing with a northerly line of said Anarene Investments 1,051.23-acre tract, and a southerly line of said D.S.I.S.D. 21.126-acre tract, N 65°41'55" E a distance of 427.16 feet to a disturbed 1/2-inch iron rod found at the most easterly south corner of said D.S.I.S.D. 21.126-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with a west line of said Anarene Investments 1,051.23-acre tract, and an east line of said D.S.I.S.D. 21.126-acre tract, N 03°44'39" E a distance of 370.39 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the southwest corner of a 90,000-square foot tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 1489, Page 61 of Official Public Records of Hays County, Texas, for an outside corner of the herein described tract;

THENCE, leaving the fenced west line of said Anarene Investments 1,051.23-acre tract, crossing over and across said Anarene Investments 1,051.23-acre tract, with the south line of said D.S.I.S.D. 90,000 square foot tract, S 85°02'09" E a distance of 300.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the southeast corner of said D.S.I.S.D. 90,000 square foot tract, for an inside corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, with the east line of said D.S.I.S.D. 90,000 square foot tract, N 03°44'39" E a distance of 300.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the northeast corner of said D.S.I.S.D. 90,000 square foot tract, for an inside corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, with the north line of said D.S.I.S.D. 90,000 square foot tract, N 85°02'09" W, pass a 1/2-inch iron rod found in concrete near a fence corner at the common north corner of said D.S.I.S.D. 90,000 square foot tract and said D.S.I.S.D. 21.126-acre tract at a distance of 300.00 feet, and continuing on with the north line of said D.S.I.S.D. 21.126-acre tract and a south line of said Anarene Investments 1,051.23-acre tract for a total distance of 649.54 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the southeast corner of a called 0.138-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by warranty deed recorded in Volume 626, Page 293 of the Real Property Records of Hays County, Texas, for an inside corner of the herein described tract, from which a 1/2-inch iron rod found at or near a fence corner bears, N 84°19'25" W a distance of 3.39 feet;

THENCE, with a west line of said Anarene Investments 1,051.23-acre tract, and the east line of said D.S.I.S.D. 0.138-acre tract, N 04°57'51" E a distance of 50.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the northeast corner of said D.S.I.S.D. 0.138-acre tract, from which a 1/2-inch iron rod found at or near a fence corner bears, N 88°51'36" W a distance of 3.35 feet;

THENCE, with a south line of said Anarene Investments 1,051.23-acre tract, and a north line of said D.S.I.S.D. 0.138-acre tract, N 85°02'09" W a distance of 120.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set on the west line of said D.S.I.S.D. 21.126-acre tract, at the northwest corner of said D.S.I.S.D. 0.138-acre tract, from which a 1/2-inch iron rod found at or near a fence corner bears, N 89°05'52" W a distance of 3.40 feet;

THENCE, with a west line of said Anarene Investments 1,051.23-acre tract, and an east line of said D.S.I.S.D. 21.126-acre tract, N 04°57'51" E a distance of 39.82 feet to a 1/2-inch iron rod found near a fence corner, at an outside corner of said D.S.I.S.D. 21.126-acre tract;

THENCE, with a south line of said Anarene Investments 1,051.23-acre tract, and a north line of said D.S.I.S.D. 21.126-acre tract, N 85°02'09" W a distance of 418.62 feet to the **POINT OF BEGINNING**.

SAVE & EXCEPT THE FOLLOWING TRACT OF LAND:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, THE MARCUS D. RAPER SURVEY NO. 37, ABSTRACT NO. 394, THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148 AND THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 1,051.23 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO ANARENE INVESTMENTS, LTD. AND A PORTION OF THAT CALLED 73.69 ACRE SAVE & EXCEPT TRACT AS DESCRIBED IN EXHIBIT A-1 OF SAID GENERAL WARRANTY DEED TO ANARENE INVESTMENTS, LTD., RECORDED IN VOLUME 2639, PAGE 418 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 73.69 ACRE SAVE & EXCEPT TRACT BEING A PORTION OF THAT CALLED 507.1 ACRE TRACT AS CONVEYED TO JOHN L. HILL BY DEED RECORDED IN VOLUME 212, PAGE 629 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamp "BGE INC" set on the east right-of-way line of Ranch Road 12, (100' wide right-of-way), being the common most westerly corner of the above described Anarene Investments 1,051.23-acre tract and a called 21.126-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas; Thence, leaving the east right-of-way line of Ranch Road 12 and crossing over and across said Anarene Investments 1,051.23-acre tract, N 48°15'26" E a distance of 3,883.45 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, N 62°25'51" W a distance of 365.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, along said curve to the right, an arc distance of 233.67 feet, having a radius of 485.00 feet, a central angle of 27°36'16" and a chord which bears N 48°37'43" W a distance of 231.41 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract and crossing over and across the above described Hill 73.69-acre tract, N 34°49'35" W a distance of 267.91 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for a point of curvature of a curve to the left;

THENCE, continuing over and across said Hill 73.69-acre tract, along said curve to the left, an arc distance of 333.28 feet, having a radius of 1015.00 feet, a central angle of 18°48'48" and a chord which bears N 44°13'58" W a distance of 331.78 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at a point of reverse curvature;

THENCE, continuing over and across said Hill 73.69-acre tract, along said curve to the right, an arc distance of 38.55 feet, having a radius of 25.00 feet, a central angle of 88°20'36" and a chord which bears N 09°28'04" W a distance of 34.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency, for the most westerly corner of the herein described tract;

THENCE, continuing over and across said Hill 73.69-acre tract, N 34°42'14" E a distance of 612.89 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, along said curve to the right, an arc distance of 168.56 feet, having a radius of 465.00 feet, a central angle of 20°46'10" and a chord which bears N 45°05'19" E a distance of 167.64 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, N 55°28'23" E a distance of 1,126.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most northerly corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, S 13°35'57" E a distance of 353.90 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for an angle point;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, S 44°59'39" E a distance of 147.28 feet to a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at the most northerly northeast corner of said Hill 73.69-acre tract;

THENCE, with a east line of said Hill 73.69-acre tract and a west line of said Anarene Investments 1,051.23-acre tract, S 13°46'47" E a distance of 413.12 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most easterly corner of the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at an angle point in the east line of said Hill 73.69-acre tract bears, S 13°46'47" E a distance of 192.95 feet;

THENCE, leaving the west line of said Anarene Investments 1,051.23-acre tract and crossing over and across said Hill 73.69-acre tract, S 88°54'34" W a distance of 262.83 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

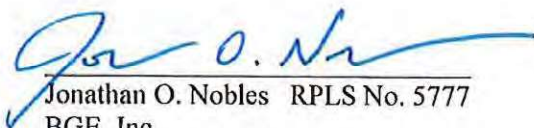
THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, S 02°39'33" E a distance of 903.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an exterior corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract and crossing over and across said Hill 73.69-acre tract, N 64°51'14" W a distance of 290.58 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

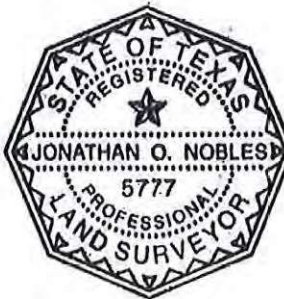
THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, S 35°05'06" W a distance of 538.90 feet to the **POINT OF BEGINNING**.

The net acreage of the herein described tract of land contains 1,240.674 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.


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Austin, Texas 78731
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TBPLS Licensed Surveying Firm No. 10106502



11/19/2018
Date

Date: November 19, 2018
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

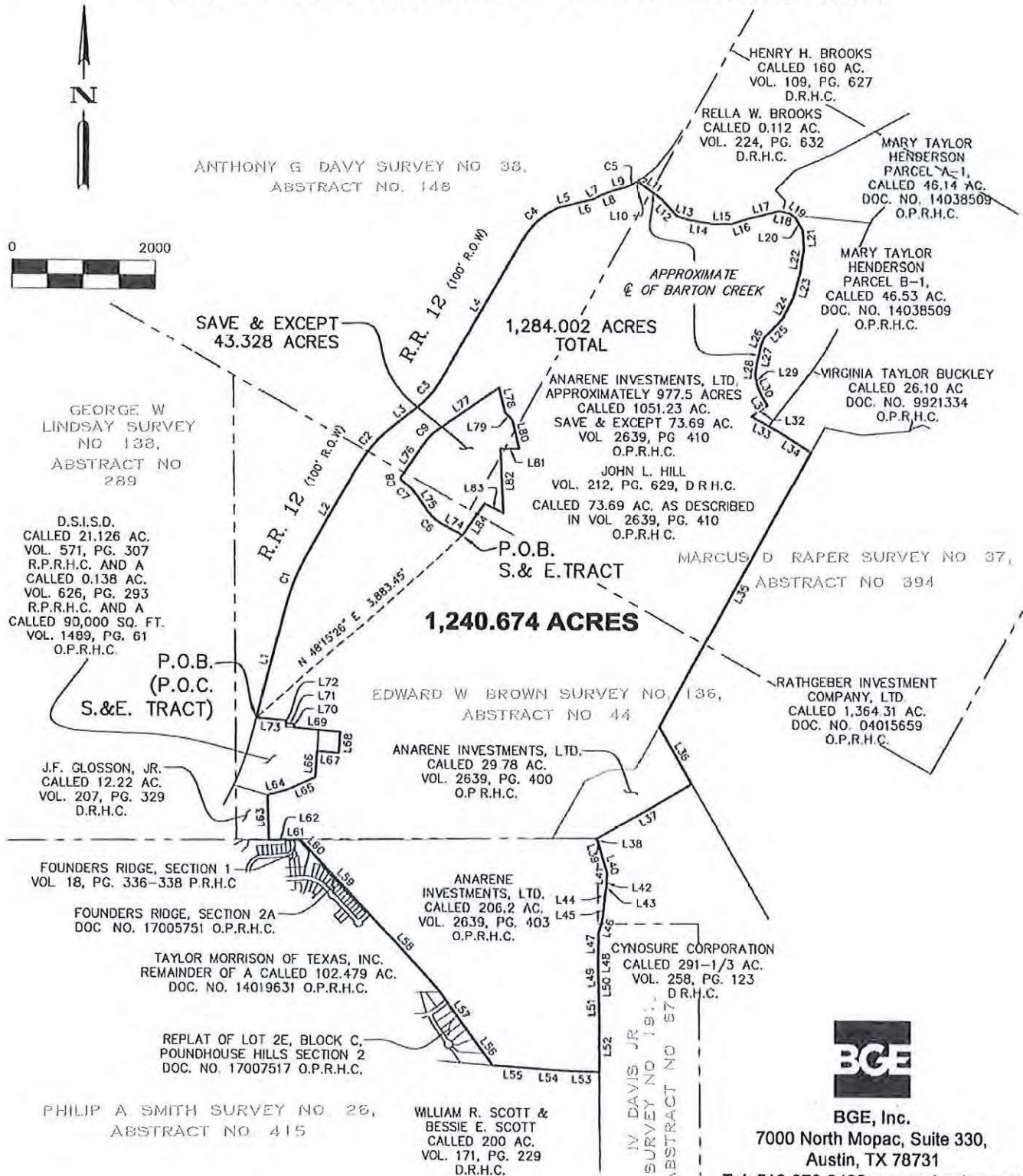


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 14°28'39" E	1,624.68'
L2	N 29°11'41" E	1,489.16'
L3	N 52°28'45" E	415.50'
L4	N 30°12'30" E	2,266.38'
L5	N 76°15'59" E	209.78'
L6	N 76°27'16" E	304.82'
L7	N 58°07'42" E	85.31'
L8	N 69°13'30" E	220.26'
L9	N 74°01'48" E	195.37'
L10	N 85°56'32" E	31.42'
L11	S 54°06'53" E	416.52'
L12	S 43°31'40" E	320.98'
L13	S 71°33'35" E	162.29'
L14	S 80°15'23" E	359.62'
L15	N 89°12'39" E	268.06'
L16	N 71°48'37" E	226.20'
L17	N 75°52'56" E	471.86'
L18	S 76°44'48" E	149.76'
L19	S 51°55'11" E	99.32'
L20	S 31°00'27" E	192.83'
L21	S 04°33'09" E	253.81'
L22	S 08°46'56" W	358.50'
L23	S 15°06'53" W	362.97'
L24	S 27°05'38" W	330.40'
L25	S 44°01'50" W	364.58'
L26	S 23°23'55" W	114.84'
L27	S 12°27'30" W	299.12'
L28	S 07°06'56" W	132.91'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L29	S 10°50'48" E	166.36'
L30	S 24°03'53" E	134.10'
L31	S 32°12'12" E	162.72'
L32	S 55°46'32" W	276.23'
L33	S 61°20'17" E	466.74'
L34	S 57°09'59" E	511.67'
L35	S 28°53'40" W	4,426.46'
L36	S 30°03'24" E	931.08'
L37	S 60°08'25" W	1,550.88'
L38	S 25°43'41" E	46.72'
L39	S 16°46'01" E	280.41'
L40	S 16°48'27" E	182.38'
L41	S 05°13'03" W	104.30'
L42	S 03°37'02" E	55.04'
L43	S 13°33'24" W	70.61'
L44	S 06°06'34" W	154.54'
L45	S 05°52'30" W	263.33'
L46	S 16°02'05" W	196.54'
L47	S 00°43'42" W	330.59'
L48	S 00°08'28" W	273.70'
L49	S 05°46'10" E	42.66'
L50	S 01°49'02" E	238.81'
L51	S 00°49'25" E	353.56'
L52	S 00°12'27" E	706.00'
L53	N 88°40'21" W	482.13'
L54	N 86°02'12" W	425.10'
L55	N 85°57'22" W	589.22'
L56	N 36°39'47" W	483.70'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L57	N 36°33'08" W	778.20'
L58	N 42°39'59" W	1,696.21'
L59	N 42°57'34" W	763.97'
L60	N 42°27'07" W	437.18'
L61	S 89°37'16" W	133.08'
L62	S 88°53'52" W	311.37'
L63	N 01°52'37" W	630.02'
L64	N 75°23'13" E	295.08'
L65	N 65°41'55" E	427.16'
L66	N 03°44'39" E	370.39'
L67	S 85°02'09" E	300.00'
L68	N 03°44'39" E	300.00'
L69	N 85°02'09" W	649.54'
L70	N 04°57'51" E	50.00'
L71	N 85°02'09" W	120.00'
L72	N 04°57'51" E	39.82'
L73	N 85°02'09" W	418.62'
L74	N 62°25'51" W	365.40'
L75	N 34°49'35" W	267.91'
L76	N 34°42'14" E	612.89'
L77	N 55°28'23" E	1,126.40'
L78	S 13°35'57" E	353.90'
L79	S 44°59'39" E	147.28'
L80	S 13°46'47" E	413.12'
L81	S 88°54'34" W	262.83'
L82	S 02°39'33" E	903.84'
L83	N 64°51'14" W	290.58'
L84	S 35°05'06" W	538.90'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	722.05'	2,896.00'	14°17'07"	N 21°49'46" E	720.18'
C2	756.40'	1,861.00'	23°17'16"	N 40°49'43" E	751.20'
C3	576.84'	1,478.00'	22°21'42"	N 41°21'34" E	573.19'
C4	673.49'	1,096.00'	35°12'29"	N 47°48'39" E	662.94'
C5	139.02'	1,979.86'	4°01'23"	N 59°58'27" E	138.99'
C6	233.67'	485.00'	27°36'16"	N 48°37'43" W	231.41'
C7	333.28'	1,015.00'	18°48'48"	N 44°13'58" W	331.78'
C8	38.55'	25.00'	88°20'36"	N 09°28'04" W	34.84'
C9	168.56'	465.00'	20°46'10"	N 45°05'19" E	167.64'



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TBPLS Licensed Surveying

Firm No. 10106502

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SCALE: 1"=2000'

SHEET 12

OF 12

DESCRIPTION OF A 218.352 ACRE TRACT OF LAND
HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE GEORGE W. LINDSAY SURVEY NO. 138, ABSTRACT NO. 289 AND THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 226.11 ACRE TRACT AND ALL OF A CALLED 17.80 ACRE TRACT DESCRIBED AS TRACTS 5 AND 6, RESPECTIVELY, AS CONVEYED TO ANARENE INVESTMENTS, LTD BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2639, PAGE 420 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a TxDOT Type II Monument found on the westerly right-of-way line of Ranch Road 12 (right-of-way varies), at the most easterly corner of a called 64.2441 acre tract as conveyed to the City of Dripping Springs by instrument recorded in Volume 3326, Page 857 of the Official Public Records of Hays County, Texas, being on the south line of the above described Anarene Investments 226.11-acre tract, said monument being the northwest corner of a 0.126-acre right-of-way tract as conveyed to The State of Texas by instrument recorded in Volume 1089, Page 294 of the Official Public Records of Hays County, Texas, for the **POINT OF BEGINNING** of the herein described tract, from which a TxDOT Type II Monument found for reference bears S 19°17'01" W a distance of 315.35 feet;

THENCE, with the south line of said Anarene Investments 226.11-acre tract and the north line of said City of Dripping Springs 64.2441-acre tract, N 28°12'34" W a distance of 302.29 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the south corner of a called 25.7398 acre tract as conveyed to the City of Dripping Springs by instrument recorded in Volume 4467, Page 509 of the Official Public Records of Hays County, Texas, for an exterior corner of the herein described tract, from which a 1/2-inch iron rod found at an angle point on the south line of said City of Dripping Springs 25.7398-acre tract bears N 28°12'34" W a distance of 363.28 feet;

THENCE, generally along a fence, with the east line of said City of Dripping Springs 25.7398-acre tract, N 14°36'11" E a distance of 1,470.07 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the northeast corner of said City of Dripping Springs 25.7398-acre tract, for an interior corner of the herein described tract;

THENCE, generally along a fence, with the northeast line of said City of Dripping Springs 25.7398-acre tract, N 49°13'14" W a distance of 598.82 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the most northerly corner of said City of Dripping Springs 25.7398-acre tract, for an interior corner of the herein described tract;

THENCE, generally along a fence, with the northwest line of said City of Dripping Springs 25.7398-acre tract, S 45°59'38" W a distance of 1,153.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the north line of said City of Dripping Springs 64.2441-acre tract, at the west corner of said City of Dripping Springs 25.7398-acre tract, for an exterior corner of the herein described tract;

THENCE, generally along a fence, with the south line of said Anarene Investments 226.11-acre tract and the north line of said City of Dripping Springs 64.2441-acre tract, N 46°55'44" W a distance of 2,051.75 feet to a 1/2-inch iron rod found at the most northerly corner of said City of Dripping Springs 64.2441-acre tract, at the northeast corner of a called 62.03 acre tract as conveyed to Anne Elliece Davison and Glenn Travis Coode by instrument recorded in Document No. 17036564 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, with the south line of said Anarene Investments 226.11-acre tract and the north line of said Davison-Coode 62.03-acre tract, N 46°51'16" W a distance of 1,500.80 feet to a 1/2-inch iron rod found on the east line of Lot 123-B, Resubdivision of Tract 123, Springlake, a subdivision as recorded in Book 9, Page 219 of the Plat Records of Hays County, Texas, at the northwest corner of said Davison-Coode 62.03-acre tract, being at the southwest corner of said Anarene Investments 226.11-acre tract, for the southwest corner of the herein described tract;

THENCE, generally along a fence, with the west line of said Anarene Investments 226.11-acre tract and the east line of said Lot 123-B, N 01°08'13" W a distance of 453.57 feet to a 1/2-inch iron rod found at the northeast corner of said Lot 123-B, being at the southeast corner of that certain 4.92-acre tract described as Tract 124, as conveyed to William and Penny Fairchild by instrument recorded in Volume 2598, Page 516 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and the east line of said Fairchild 4.92-acre tract, N 01°07'53" W a distance of 460.08 feet to a 1/2-inch iron rod found at the northeast corner of said Fairchild 4.92-acre tract, at the southeast corner of Lot 125B-1, Replat of Tract 125A, B & C, Springlake, a subdivision as recorded in Volume 13, Page 388 of the Plat Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and the east line of said Lot 125B-1, N 00°54'14" W a distance of 336.16 feet to a 1/2-inch iron rod found at the northeast corner of said Lot 125B-1, at the southeast corner of that certain 5.00-acre tract described as Tract 126-A, as conveyed to Cary and Shara Meyers by instrument recorded in Volume 1056, Page 313 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and with the east line of said Meyers 5.00-acre tract, N 00°45'39" W a distance of 332.73 feet to a 1/2-inch iron rod found at the northeast corner of said Meyers 5.00-acre tract, at the southeast corner of a called 3.898-acre tract as conveyed to Marc Lamoreaux by instrument recorded in Document No. 14029699 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and with the east line of said Lamoreaux 3.898-acre tract, N 00°33'39" W a distance of 69.38 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southwest corner of a called 8.487-acre tract as conveyed to Joe and Karen Thompson by instrument recorded in Document No. 9702850 of the Official Public Records of Hays County, Texas, at the northwest corner of said Anarene Investments 226.11-acre tract, for the northwest corner of the herein described tract;

THENCE, generally along a fence, with the north line of said Anarene Investments 226.11-acre tract the following six (6) courses:

- 1) With the south line of said Thompson 8.487-acre tract, S 60°44'38" E a distance of 415.44 feet to a 1/2-inch iron rod found at the southwest corner of a called 13.108-acre tract as conveyed to David and Gena Baley by instrument recorded in Volume 1113, Page 715 of the Official Public Records of Hays County, Texas;
- 2) With the south line of said Baley 13.108-acre tract, S 60°41'05" E a distance of 789.57 feet to a 1/2-inch iron rod found at the southwest corner of a called 15.00-acre tract as conveyed to William and Margaret Crews by instrument recorded in Document No. 03030453 of the Official Public Records of Hays County, Texas;
- 3) With the south line of said Crews 15.00-acre tract, S 60°42'09" E a distance of 955.59 feet to a 1/2-inch iron rod found at the southwest corner of a called 11.992-acre tract as conveyed to John Fuquay by instrument recorded in Volume 397, Page 100 of the Deed Records of Hays County, Texas;
- 4) With the south line of said Fuquay 11.992-acre tract, S 60°27'57" E a distance of 707.23 feet to a 1/2-inch iron rod found at the southwest corner of a called 8.356-acre tract as conveyed to Leon & Elin Tosse by instrument recorded in Document No. 80015038 of the Official Public Records of Hays County, Texas;
- 5) With the south line of said Tosse 8.356-acre tract, S 60°46'51" E a distance of 601.45 feet to a 1/2-inch iron rod found at the southwest corner of a called 4.83-acre tract as conveyed to Everett and Karen Valdez by instrument recorded in Volume 1018, Page 833 of the Official Public Records of Hays County, Texas; and
- 6) Partly with the south line of said Valdez 4.83-acre tract, S 60°36'41" E a distance of 1,333.96 feet to a 1/2-inch iron rod found at the southeast corner of a called 10.30-acre tract as conveyed to Jeff and Cyndi Bode by instrument recorded in Volume 1498, Page 335 of the Official Public Records of Hays County, Texas, at the most southerly southwest corner of said Anarene Investments 17.80-acre tract, for an interior corner of the herein described tract;

THENCE, generally along a fence, with the easterly line of said Bode 10.30-acre tract and the westerly line of said Anarene investments 17.80-acre tract, the following three (3) courses:

- THENCE, along the center of said 50' road easement, with the northerly line of said Anarene Investments 17.80-acre tract and the southerly line of said Hannah Hill Subdivision right-of-way dedication, the following five (5) courses:

- THENCE, with the east line of said Anarene Investments 17.80-acre tract and the west right-of-way line of said Ranch Road 12, along a curve to the left an arc distance of 22.14 feet, having a radius of 1961.00 feet, a central angle of 00°38'49" and a chord which bears S 29°30'17" W a distance of 22.14 feet to a TxDOT Type I concrete monument found for corner;

Page 4 of 7

THENCE, continuing with the east line of said Anarene Investments 226.11-acre tract and the west right-of-way line of said Ranch Road 12, along said curve to the left an arc distance of 746.98 feet, having a radius of 2,996.00 feet, a central angle of $14^{\circ}17'07''$, and a chord which bears $S 21^{\circ}50'01'' W$ a distance of 745.05 feet to a TxDOT Type I concrete monument found for corner;

THENCE, continuing with the east line of said Anarene Investments 226.11-acre tract and the west right-of-way line of said Ranch Road 12, $S 14^{\circ}28'39'' W$ a distance of 1,975.67 feet to a 1/2-inch iron rod set with cap stamped "BGE, Inc." at a point of curvature of a curve to the right, from which a TxDOT Type I concrete monument found for reference bears $N 59^{\circ}27'59'' W$ a distance of 4.21 feet, also from which a TxDOT Type I concrete monument found on the east right-of-way line of said Ranch Road 12 bears $S 75^{\circ}30'33'' E$ a distance of 100.00 feet;

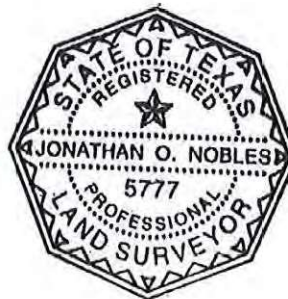
THENCE, continuing with the east line of said Anarene Investments 226.11-acre tract and the west right-of-way line of said Ranch Road 12, along said curve to the right an arc distance of 98.26 feet, having a radius of 2,815.00 feet, a central angle of $02^{\circ}00'00''$ and a chord which bears $S 15^{\circ}29'27'' W$ a distance of 98.25 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for the southeast corner of the herein described tract;

THENCE, with the southerly line of said Anarene Investments 226.11-acre tract and a cut-back portion of the west right-of-way line of said Ranch Road 12, $N 28^{\circ}34'13'' W$ a distance of 28.76 feet to the **POINT OF BEGINNING** and containing 218.352 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.


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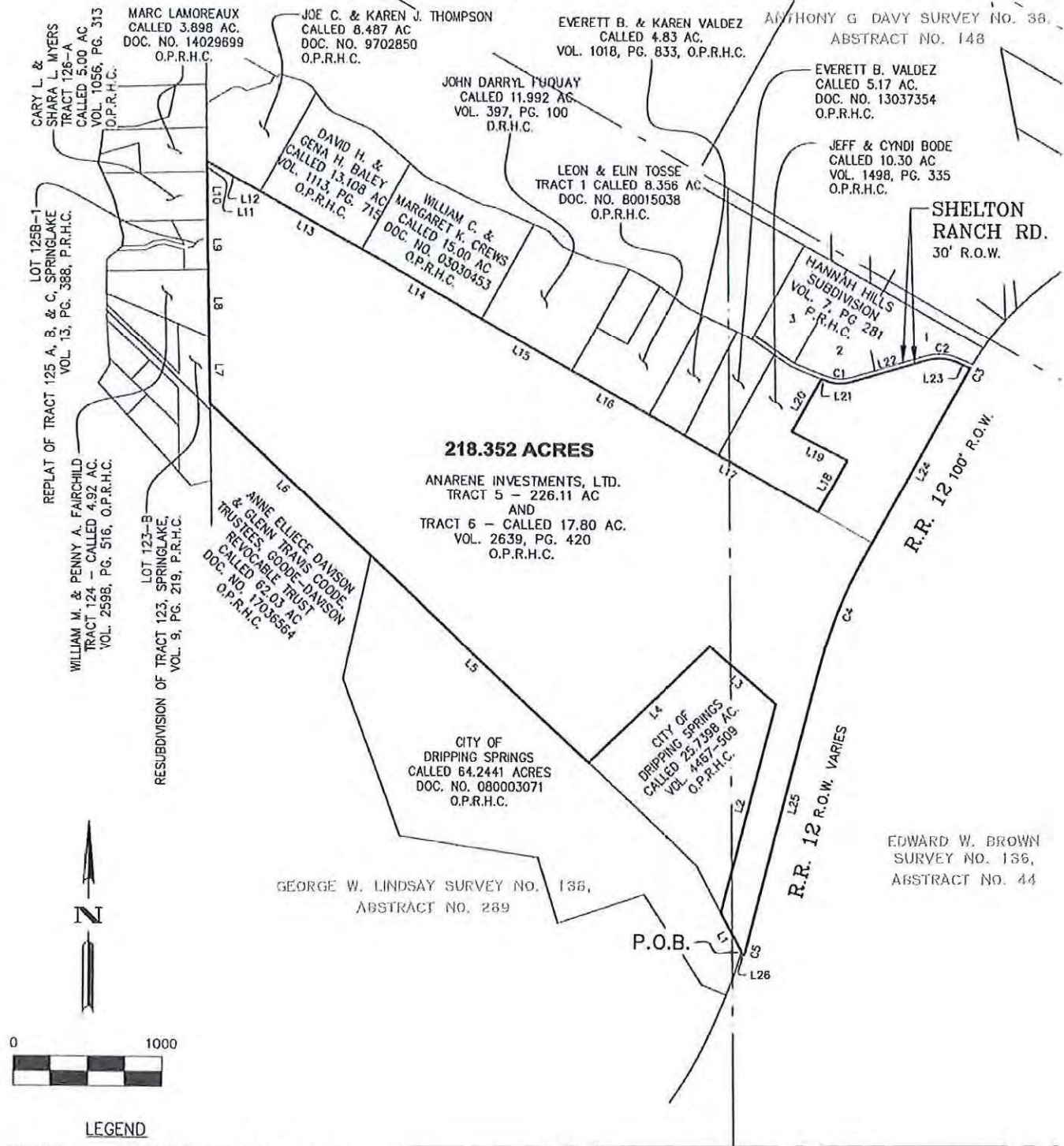


12/12/2018

Date

Date: December 11, 2018
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

D.R.H.C. DEED RECORDS, HAYS COUNTY
O.P.R.H.C. OFFICIAL PUBLIC RECORDS, HAYS COUNTY
P.R.H.C. PLAT RECORDS, HAYS COUNTY
P.O.B. POINT OF BEGINNING

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999320997.



BGE, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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SCALE: 1"=1000

SHEET 6

OF 7

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 28°12'34" W	302.29'
L2	N 14°36'11" E	1,470.07'
L3	N 49°13'14" W	598.82'
L4	S 45°59'38" W	1,153.28'
L5	N 46°55'44" W	2,051.75'
L6	N 46°51'16" W	1,500.80'
L7	N 01°08'13" W	453.57'
L8	N 01°07'53" W	460.08'
L9	N 00°54'14" W	336.16'
L10	N 00°45'39" W	332.73'
L11	N 00°33'39" W	69.38'
L12	S 60°44'38" E	415.44'
L13	S 60°41'05" E	789.57'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L14	S 60°42'09" E	955.59'
L15	S 60°27'57" E	707.23'
L16	S 60°46'51" E	601.45'
L17	S 60°36'41" E	1,333.96'
L18	N 29°07'24" E	406.60'
L19	N 63°03'43" W	425.17'
L20	N 29°12'20" E	410.41'
L21	S 68°08'51" E	21.24'
L22	N 73°35'59" E	544.90'
L23	S 66°58'50" E	109.09'
L24	S 29°11'41" W	1,489.20'
L25	S 14°28'39" W	1,975.67'
L26	N 28°34'13" W	28.76'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	192.46'	288.51'	38°13'14"	S 87°17'39" E	188.91'
C2	192.48'	278.91'	39°32'26"	S 86°37'44" E	188.68'
C3	22.14'	1,961.00'	0°38'49"	S 29°30'17" W	22.14'
C4	746.98'	2,996.00'	14°17'07"	S 21°50'01" W	745.05'
C5	98.26'	2,815.00'	2°00'00"	S 15°29'27" W	98.25'



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SCALE: 1"=1000'

SHEET 7
 OF 7

DESCRIPTION OF A 43.328 ACRE TRACT OF LAND
HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, THE MARCUS D. RAPER SURVEY NO. 37, ABSTRACT NO. 394, THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148 AND THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF A 977.54 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO ANARENE INVESTMENTS, LTD. AS RECORDED IN VOLUME 2639, PAGE 410 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 67.776 ACRE TRACT AS DESCRIBED IN SPECIAL WARRANTY DEEDS CONVEYED TO ANARENE INVESTMENTS, LTD. AS RECORDED IN VOLUME 3958, PAGE 629 AND VOLUME 3958, PAGE 699, BOTH OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 2.304 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO JOHN GRAHAM HILL AS RECORDED IN DOCUMENT NUMBER 05005107 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 2.30 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO MELINDA HILL PERRIN AS RECORDED IN DOCUMENT NUMBER 80027016 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 1.31 ACRE TRACT AS DESCRIBED IN SPECIAL WARRANTY DEED CONVEYED TO JOHN GRAHAM HILL AND MELINDA HILL PERRIN AS RECORDED IN DOCUMENT NUMBER 16043631 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamp "BGE INC" set on the east right-of-way line of Ranch Road 12, (100' wide right-of-way), being the common most westerly corner of the above described Anarene Investments 977.54-acre tract and a called 21.126-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas, from which a 80-D nail found bears, S 80°14'54" E a distance of 0.54 feet, and from which a concrete monument found on east right-of-way line of said Ranch Road 12 bears, S 14°28'39" W a distance of 350.43 feet; Thence, leaving the east right-of-way line of Ranch Road 12 and crossing over and across said Anarene Investments 977.54-acre tract, N 48°15'26" E a distance of 3,883.45 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, N 62°25'51" W a distance of 365.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, along said curve to the right, an arc distance of 233.67 feet, having a radius of 485.00 feet, a central angle of $27^{\circ}36'16''$ and a chord which bears $N 48^{\circ}37'43'' W$ a distance of 231.41 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract and crossing over and across the above described Anarene Investments 67.776-acre tract, $N 34^{\circ}49'35'' W$ a distance of 267.91 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for a point of curvature of a curve to the left;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract, along said curve to the left, an arc distance of 333.28 feet, having a radius of 1015.00 feet, a central angle of $18^{\circ}48'48''$ and a chord which bears $N 44^{\circ}13'58'' W$ a distance of 331.78 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at a point of reverse curvature;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract, along said curve to the right, an arc distance of 38.55 feet, having a radius of 25.00 feet, a central angle of $88^{\circ}20'36''$ and a chord which bears $N 09^{\circ}28'04'' W$ a distance of 34.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency, for the most westerly corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract, $N 34^{\circ}42'14'' E$ a distance of 612.89 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract and crossing over and across said Anarene Investments 977.54-acre tract, along said curve to the right, an arc distance of 168.56 feet, having a radius of 465.00 feet, a central angle of $20^{\circ}46'10''$ and a chord which bears $N 45^{\circ}05'19'' E$ a distance of 167.64 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, $N 55^{\circ}28'23'' E$ a distance of 1,126.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most northerly corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, $S 13^{\circ}35'57'' E$ a distance of 353.90 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for an angle point;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, $S 44^{\circ}59'39'' E$ a distance of 147.28 feet to a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at the most northerly northeast corner of said Anarene Investments 67.776-acre tract;

THENCE, with a east line of said Anarene Investments 67.776-acre tract and a west line of said Anarene Investments 977.54-acre tract, S 13°46'47" E a distance of 413.12 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most easterly corner of the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at an angle point in the east line of said Anarene Investments 67.776-acre tract bears, S 13°46'47" E a distance of 192.95 feet;

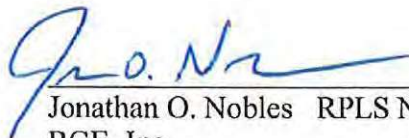
THENCE, leaving the west line of said Anarene Investments 977.54-acre tract and crossing over and across said Anarene Investments 67.776-acre tract, S 88°54'34" W a distance of 262.83 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract and crossing over and across said Anarene Investments 977.54-acre tract, S 02°39'33" E a distance of 903.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an exterior corner of the herein described tract;

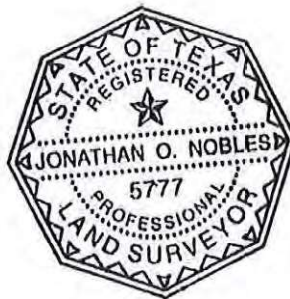
THENCE, continuing over and across said Anarene Investments 977.54-acre tract and crossing over and across said Anarene Investments 67.776-acre tract, N 64°51'14" W a distance of 290.58 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract and crossing over and across said Anarene Investments 977.54-acre tract, S 35°05'06" W a distance of 538.90 feet to the **POINT OF BEGINNING** and containing 43.328 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.



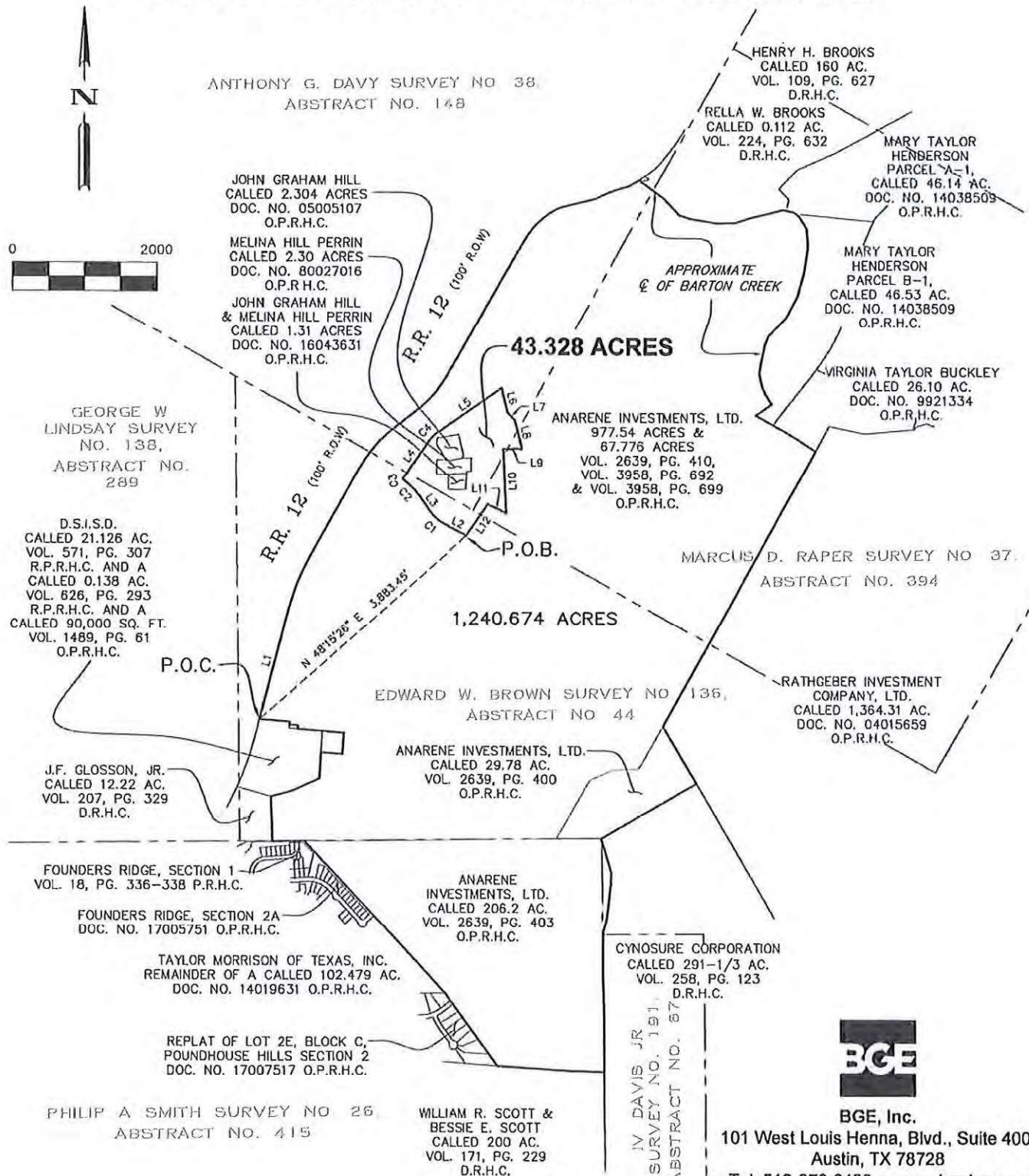
Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502



8/30/2019
Date

Date: November 19, 2018
Revised: August 30, 2019
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON
TEXAS STATE PLANE COORDINATE
SYSTEM, NAD83, TEXAS SOUTH CENTRAL
ZONE. COORDINATES AND DISTANCES
SHOWN ARE SURFACE VALUES. COMBINED
SCALE FACTOR IS 0.9999320997.

LEGEND

D.R.H.C.
O.P.R.H.C.
P.R.H.C.
P.O.B.
P.O.C.

DEED RECORDS, HAYS COUNTY
OFFICIAL PUBLIC RECORDS, HAYS COUNTY
PLAT RECORDS, HAYS COUNTY
POINT OF BEGINNING
POINT OF COMMENCEMENT

Copyright 2019

SCALE: 1"=2000'

SHEET 4

OF 5

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 14°28'39" E	1,624.68'
L2	N 62°25'51" W	365.40'
L3	N 34°49'35" W	267.91'
L4	N 34°42'14" E	612.89'
L5	N 55°28'23" E	1,126.40'
L6	S 13°35'57" E	353.90'
L7	S 44°59'39" E	147.28'
L8	S 13°46'47" E	413.12'
L9	S 88°54'34" W	262.83'
L10	S 02°39'33" E	903.84'
L11	N 64°51'14" W	290.58'
L12	S 35°05'06" W	538.90'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	233.67'	485.00'	27°36'16"	N 48°37'43" W	231.41'
C2	333.28'	1,015.00'	18°48'48"	N 44°13'58" W	331.78'
C3	38.55'	25.00'	88°20'36"	N 09°28'04" W	34.84'
C4	168.56'	465.00'	20°46'10"	N 45°05'19" E	167.64'



BGE, Inc.

101 West Louis Henns Blvd., Suite 400,
Austin, TX 78728

Tel: 512-879-0400 • www.bgeinc.com

TBPLS Licensed Surveying

Firm No. 10106502

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SCALE: 1"=2000'

SHEET 5

OF 5

EXHIBIT A-1

DRIPPING SPRINGS I.S.D.
89,980 SQ. FT.
JOB NO. 7540-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 89,980 SQUARE FOOT (2.066 ACRES) TRACT OF LAND OUT OF THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING ALL OF THAT CALLED 90,000 SQUARE FOOT TRACT CONVEYED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT BY DEED OF GIFT RECORDED IN VOLUME 1489, PAGE 61 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod in concrete found on a southerly line of a called 223.556 acre tract as conveyed to Double L Development, LLC by special warranty deed recorded in Document Number 19035343 of the Official Public Records of Hays County, Texas, at the most easterly northeast corner of a called 21.126 acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas, being the northwest corner of the above described D.S.I.S.D. 90,000-square foot tract, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found at the most easterly southeast corner of said D.S.I.S.D. 21.126-acre tract bears S 03°44'39" W a distance of 670.39 feet;

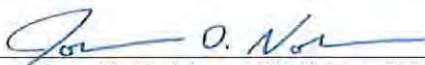
THENCE, with the southerly line of said Double L Development, LLC, 223.556-acre tract, and the north line of said D.S.I.S.D. 90,000-square foot tract, S 85° 02' 09" E for a distance of 300.00 feet to a 1/2-inch iron rod w/cap stamped "BGE INC" set at a southerly corner of said Double L Development, LLC, 223.556-acre tract, for the northeast corner of the herein described tract.

THENCE, leaving the southerly line of said Double L Development, LLC, 223.556-acre tract, with a westerly line of the remainder of a called 1,240.674 acre tract as conveyed to LL Ranch Investments, LP by special warranty deed recorded in Document Number 19035342 of the Official Public Records of Hays County, Texas, and the east line of said D.S.I.S.D. 90,000-square foot tract, S 03° 44' 39" W for a distance of 300.00 feet to a 1/2-inch iron rod w/cap stamped "BGE INC" set for the southeast corner of the herein described tract.

THENCE, with a northerly line of said LL Ranch Investments, LP 1,240.674-acre remainder tract, and the south line of said D.S.I.S.D. 90,000-square foot tract, N 85° 02' 09" W for a distance of 300.00 feet to a 1/2-inch iron rod w/cap stamped "BGE INC" set on the east line of said D.S.I.S.D. 21.126-acre tract for the southwest corner of the herein described tract.

THENCE, with east line of said D.S.I.S.D. 21.126-acre tract, and west line of said D.S.I.S.D. 90,000-square foot tract, N 03° 44' 39" E a distance of 300.00 feet to the **POINT OF BEGINNING** and containing 89,980 square feet (2.066 acres) of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

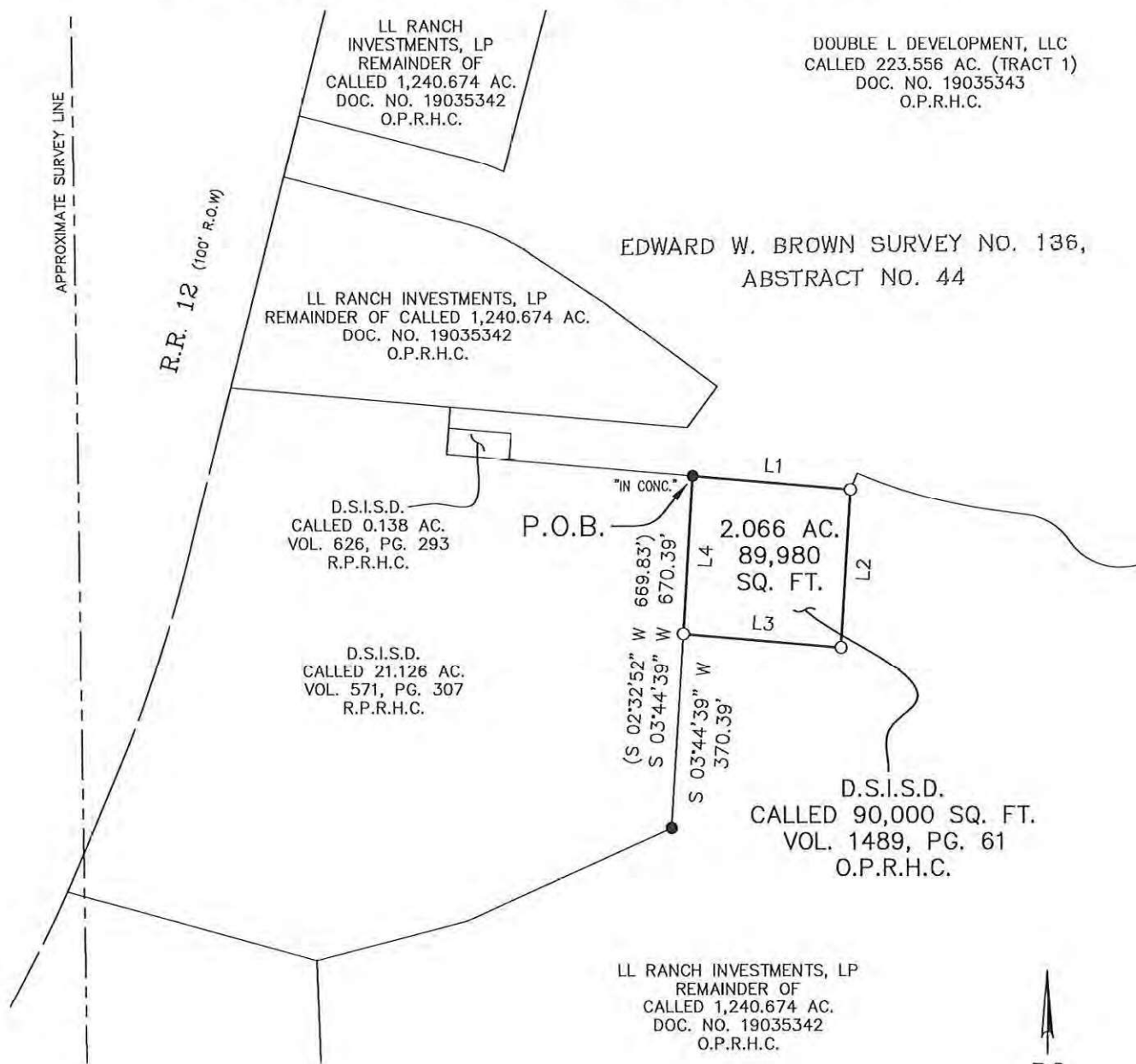

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Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

05/06/2021
Date



Date: May 6, 2021
Project No.: 7540-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

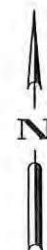


LEGEND

- O.P.R.H.C. OFFICIAL PUBLIC RECORDS, HAYS COUNTY
 R.P.R.H.C. REAL PROPERTY RECORDS, HAYS COUNTY
 P.O.B. POINT OF BEGINNING
 () RECORD INFORMATION VOL. 571, PG. 307 & VOL. 1489, PG. 61
 ● FOUND 1/2-INCH IRON ROD
 ○ SET 1/2-INCH IRON ROD W/CAP STAMPED "BGE INC"

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999320997.



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 85°02'09" E	300.00'
	(S 86°13'48" E)	(300.00')
L2	S 03°44'39" W	300.00'
	(S 02°32'52" W)	(300.00')
L3	N 85°02'09" W	300.00'
	(N 86°13'48" W)	(300.00')
L4	N 03°44'39" E	300.00'



BGE, Inc.

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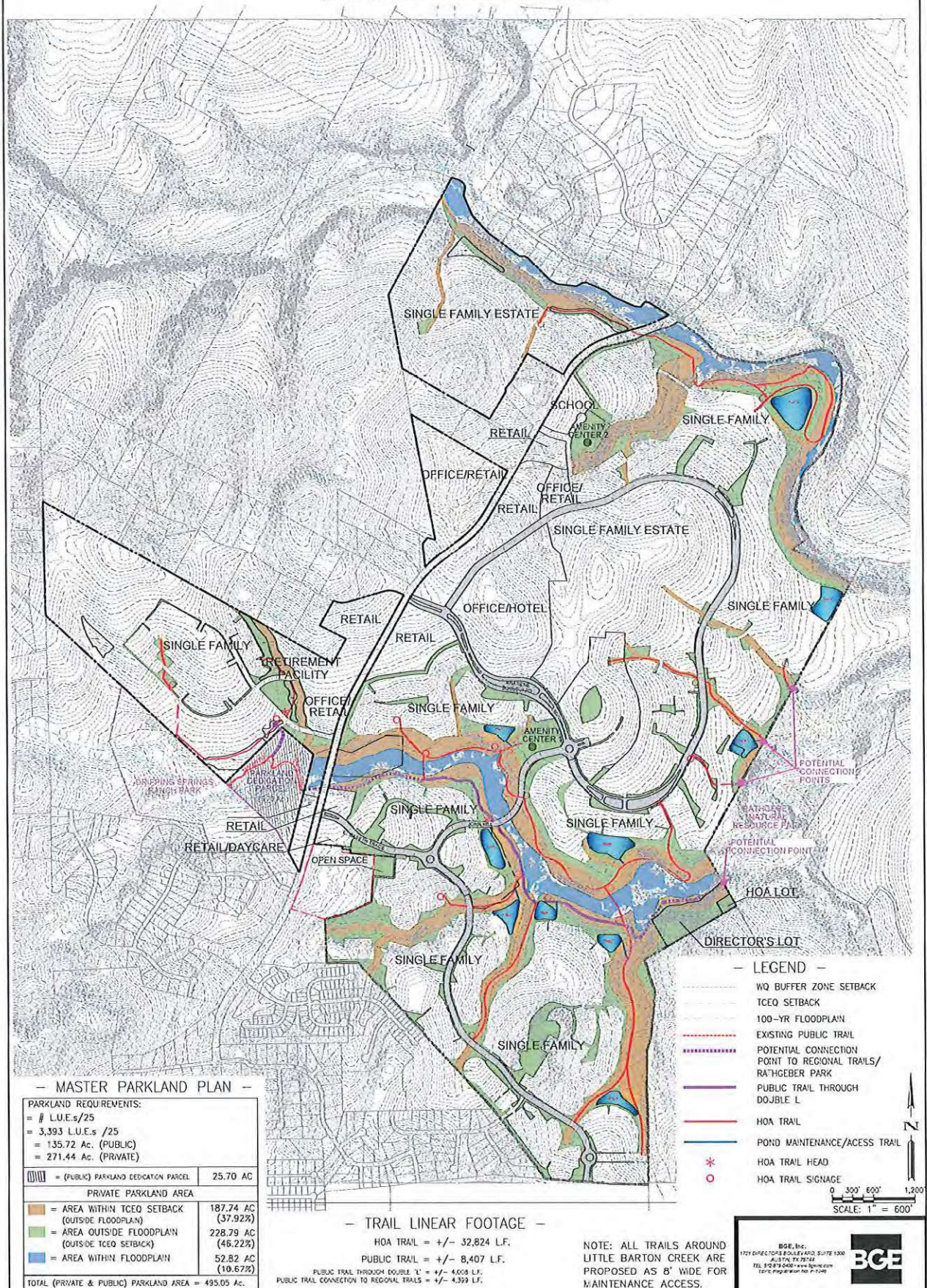
TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=300'

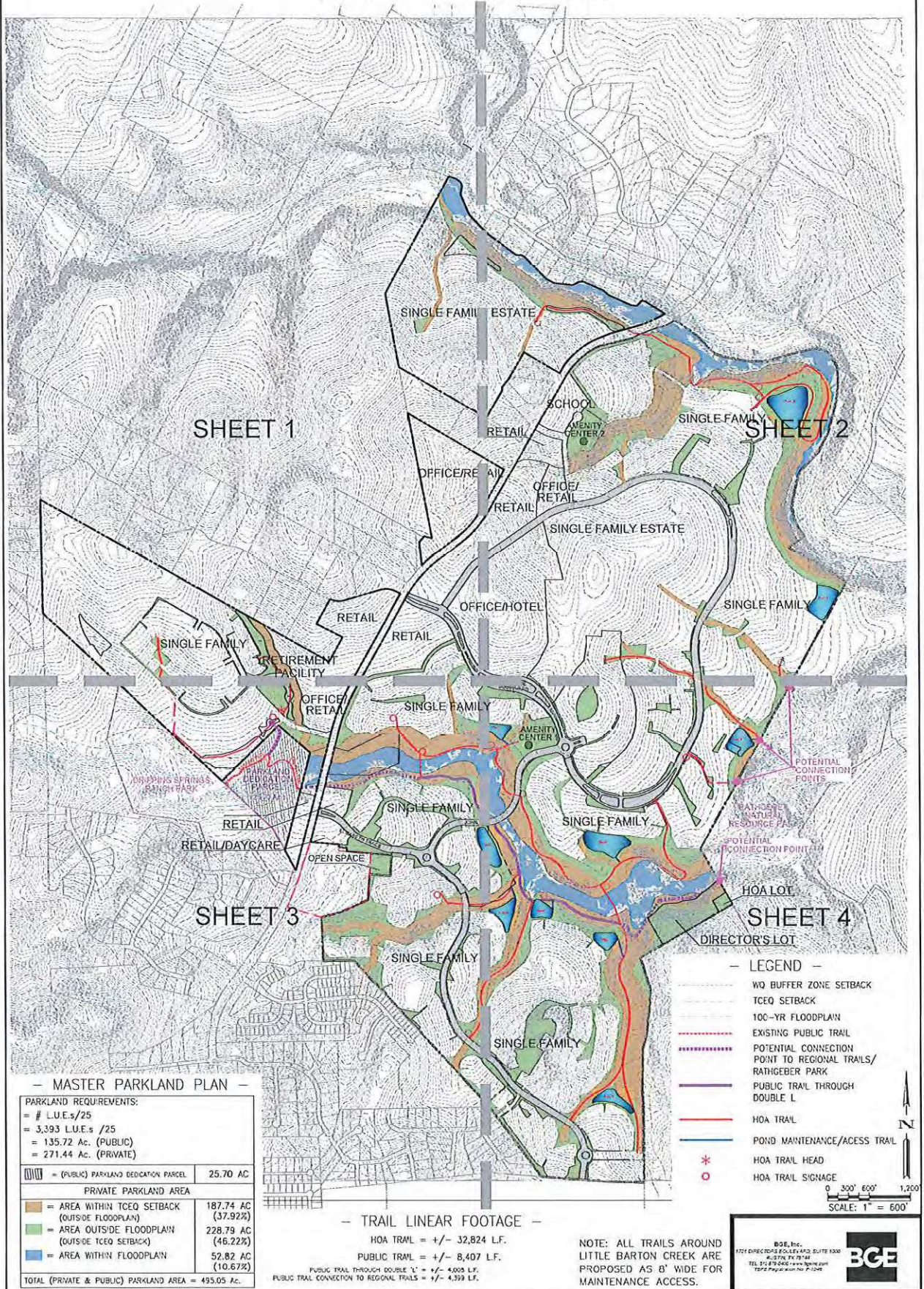
SHEET 3

OF 3

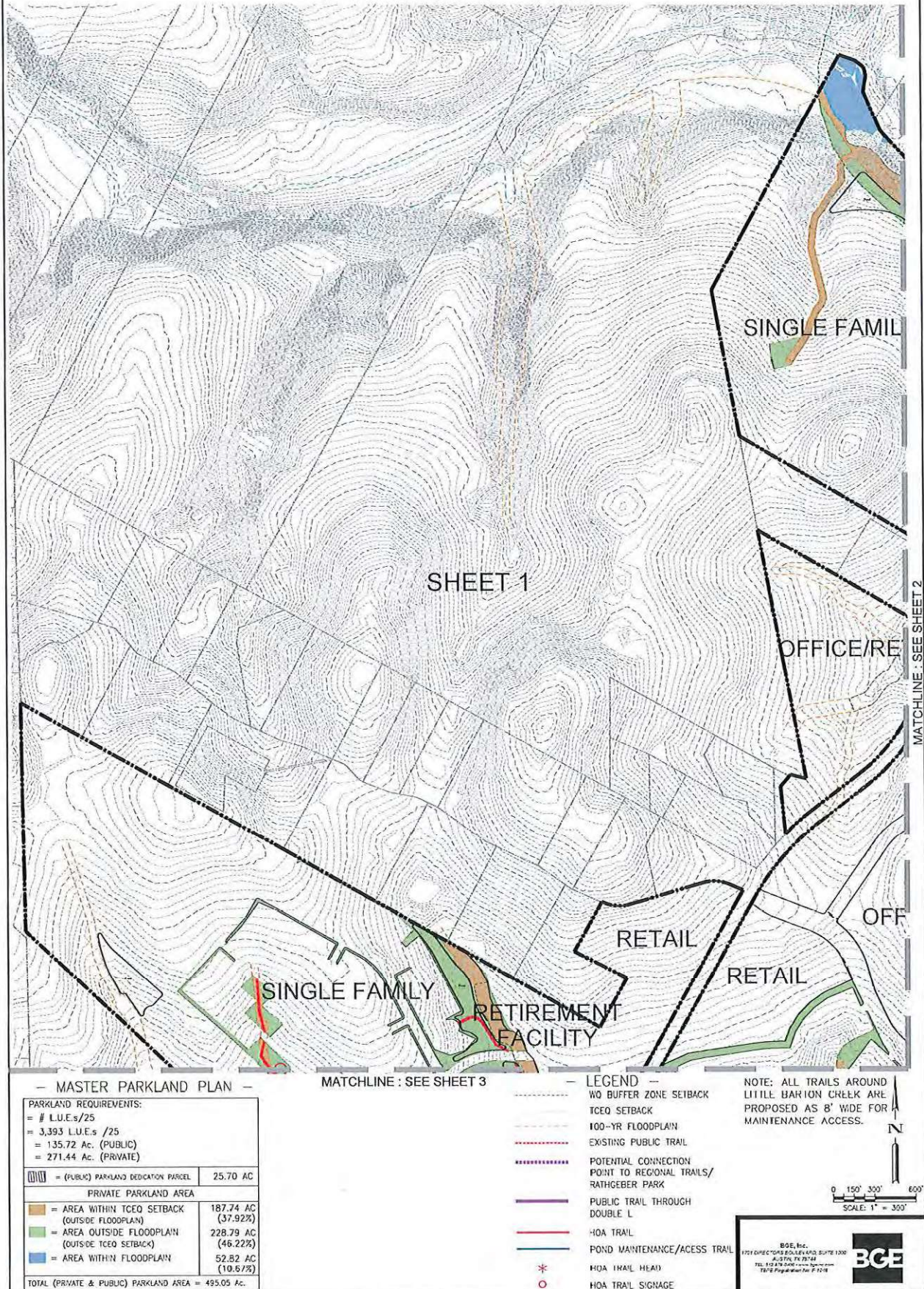
DOUBLE 'L' - EXHIBIT B
MASTER PARKLAND EXHIBIT
(A TREND DEVELOPMENT, INC. COMMUNITY)



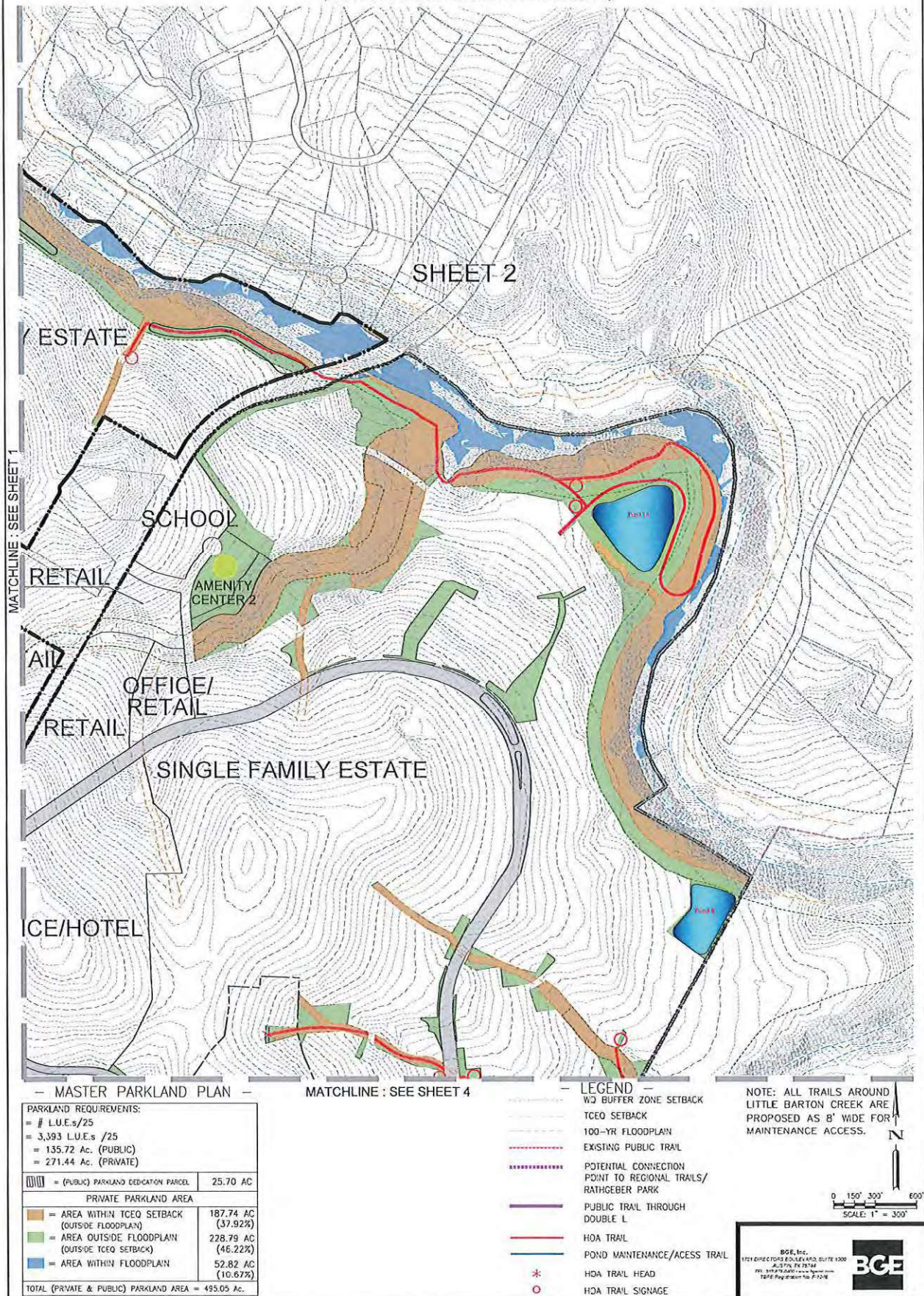
DOUBLE 'L' - EXHIBIT B MASTER PARKLAND EXHIBIT (A TREND DEVELOPMENT, INC. COMMUNITY)



DOUBLE 'L' - EXHIBIT B
MASTER PARKLAND EXHIBIT
(A TREND DEVELOPMENT, INC. COMMUNITY)

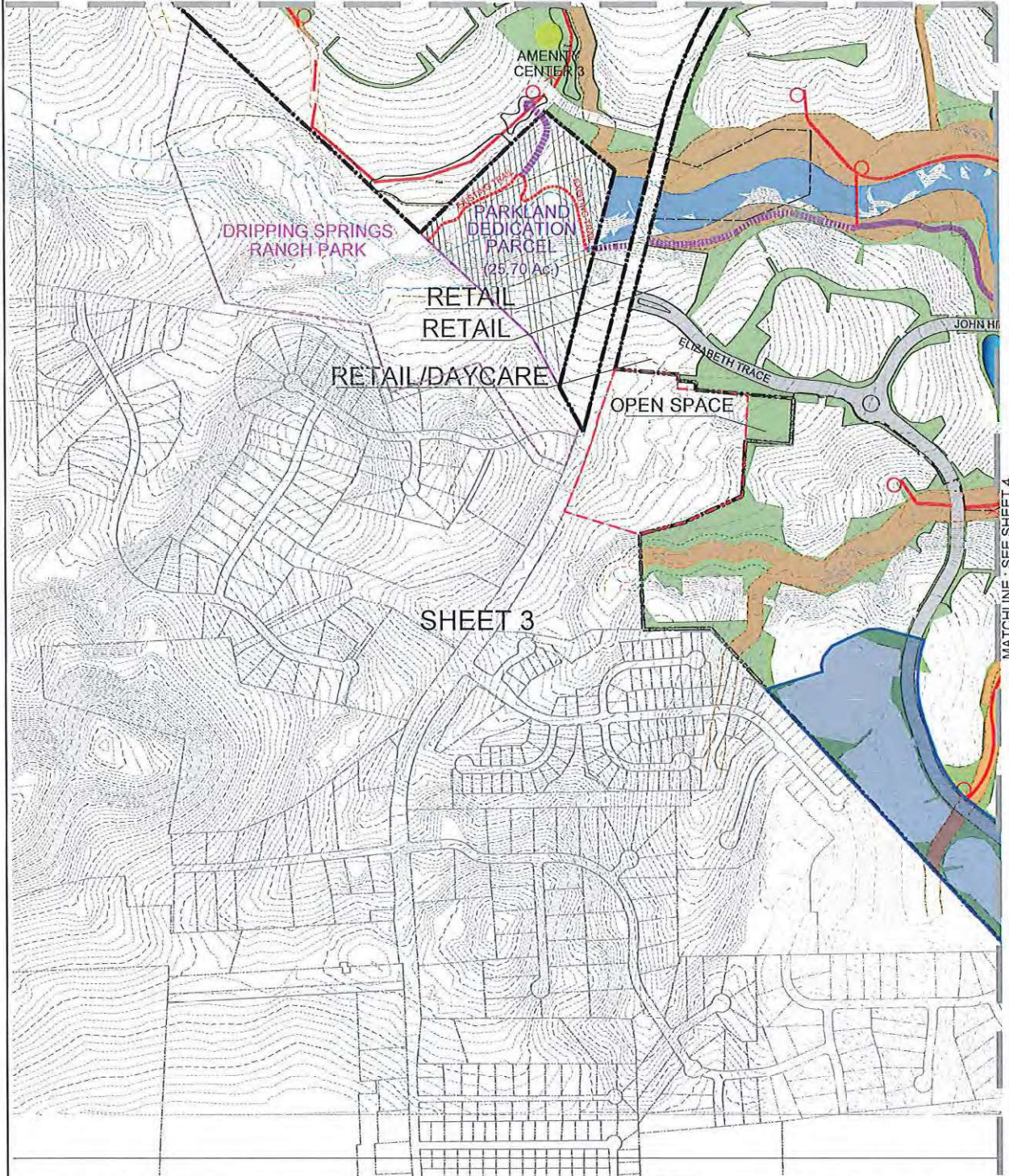


DOUBLE 'L' - EXHIBIT B
MASTER PARKLAND EXHIBIT
(A TREND DEVELOPMENT, INC. COMMUNITY)



DOUBLE 'L' - EXHIBIT B MASTER PARKLAND EXHIBIT (A TREND DEVELOPMENT, INC. COMMUNITY)

MATCHLINE : SEE SHEET 1



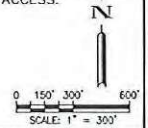
— MASTER PARKLAND PLAN —

PARKLAND REQUIREMENTS:	
= # L.U.E.s / 25	
= 3,393 L.U.E.s / 25	
= 135.72 Ac. (PUBLIC)	
= 271.44 Ac. (PRIVATE)	
= (PUBLIC) PARKLAND DEDICATION PARCEL	25.70 AC
PRIVATE PARKLAND AREA	
= AREA WITHIN TCEQ SETBACK (OUTSIDE FLOODPLAIN)	187.74 AC (37.92%)
= AREA OUTSIDE FLOODPLAIN (OUTSIDE TCEQ SETBACK)	228.79 AC (46.22%)
= AREA WITHIN FLOODPLAIN	52.82 AC (10.67%)
TOTAL (PRIVATE & PUBLIC) PARKLAND AREA = 495.05 AC.	

— LEGEND —

- WD BUFFER ZONE SETBACK
- TCEQ SETBACK
- 100-YR FLOODPLAIN
- EXISTING PUBLIC TRAIL
- POTENTIAL CONNECTION POINT TO REGIONAL TRAILS/ RATHGEBER PARK
- PUBLIC TRAIL THROUGH DOUBLE L.
- HOA TRAIL
- POND MAINTENANCE/ACCESS TRAIL
- HOA TRAIL HEAD
- HOA TRAIL SIGNAGE

NOTE: ALL TRAILS AROUND LITTLE BARTON CREEK ARE PROPOSED AS 8' WIDE FOR MAINTENANCE ACCESS.

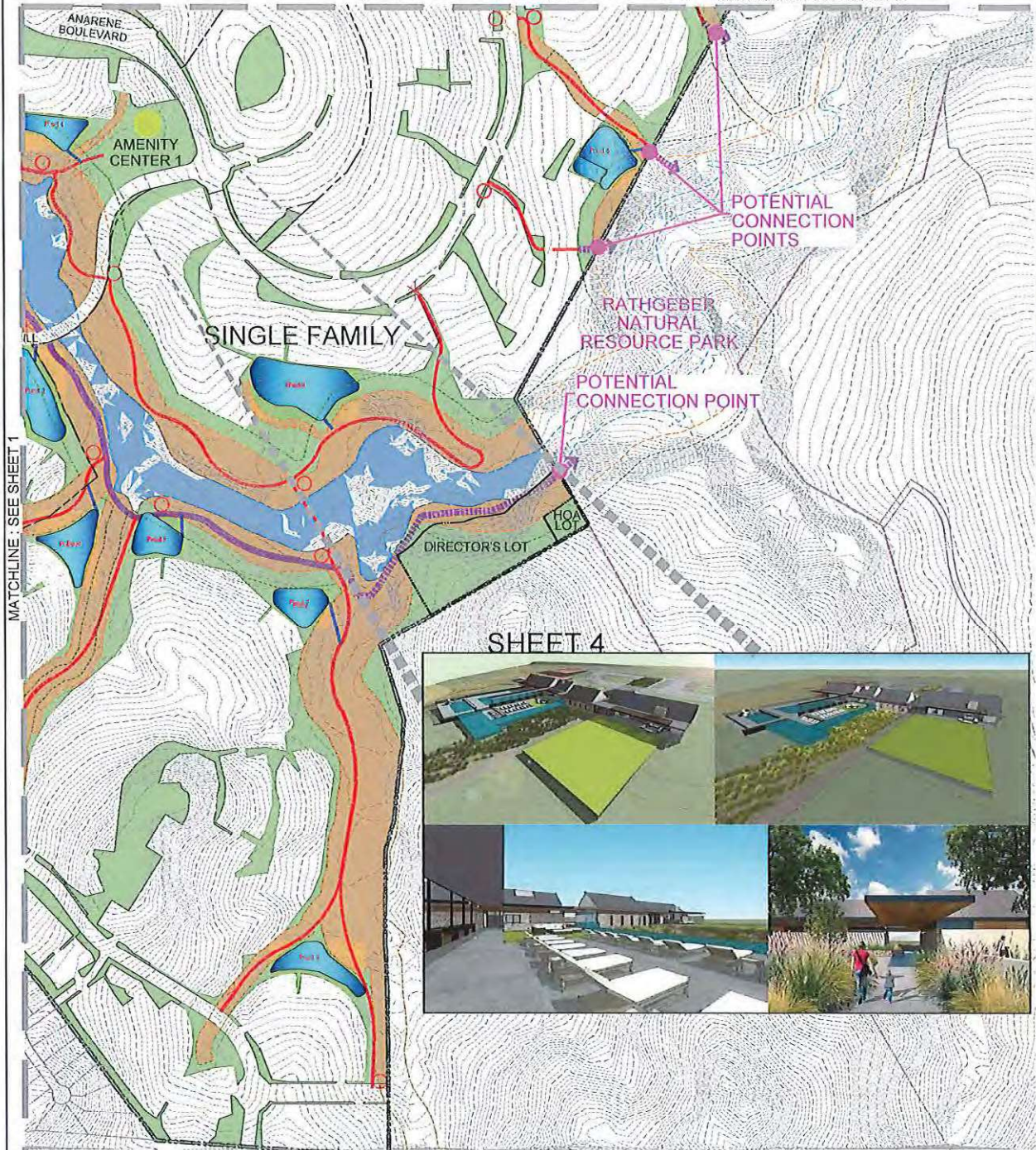


BGE, Inc.
1121 E. 10TH ST. SUITE 1000
DENVER, CO 80202
TEL: 303.733.0400 • WWW.BGE.COM
7025 Douglas Blvd. Ste. 1000



DOUBLE 'L' - EXHIBIT B MASTER PARKLAND EXHIBIT (A TREND DEVELOPMENT, INC. COMMUNITY)

MATCHLINE : SEE SHEET 2



SHEET 4



— MASTER PARKLAND PLAN —

PARKLAND REQUIREMENTS:

= # L.U.E.s/25
= 3,393 L.U.E.s /25
= 135.72 Ac. (PUBLIC)
= 271.44 Ac. (PRIVATE)

— (PUBLIC) PARKLAND DEDICATION PARCEL 25.70 AC

PRIVATE PARKLAND AREA

= AREA WITHIN TCEQ SETBACK 187.74 AC (37.92%)
= AREA OUTSIDE FLOODPLAIN 228.79 AC (46.22%)
= AREA WITHIN FLOODPLAIN 52.82 AC (10.67%)

TOTAL (PRIVATE & PUBLIC) PARKLAND AREA = 495.05 AC.

— LEGEND —

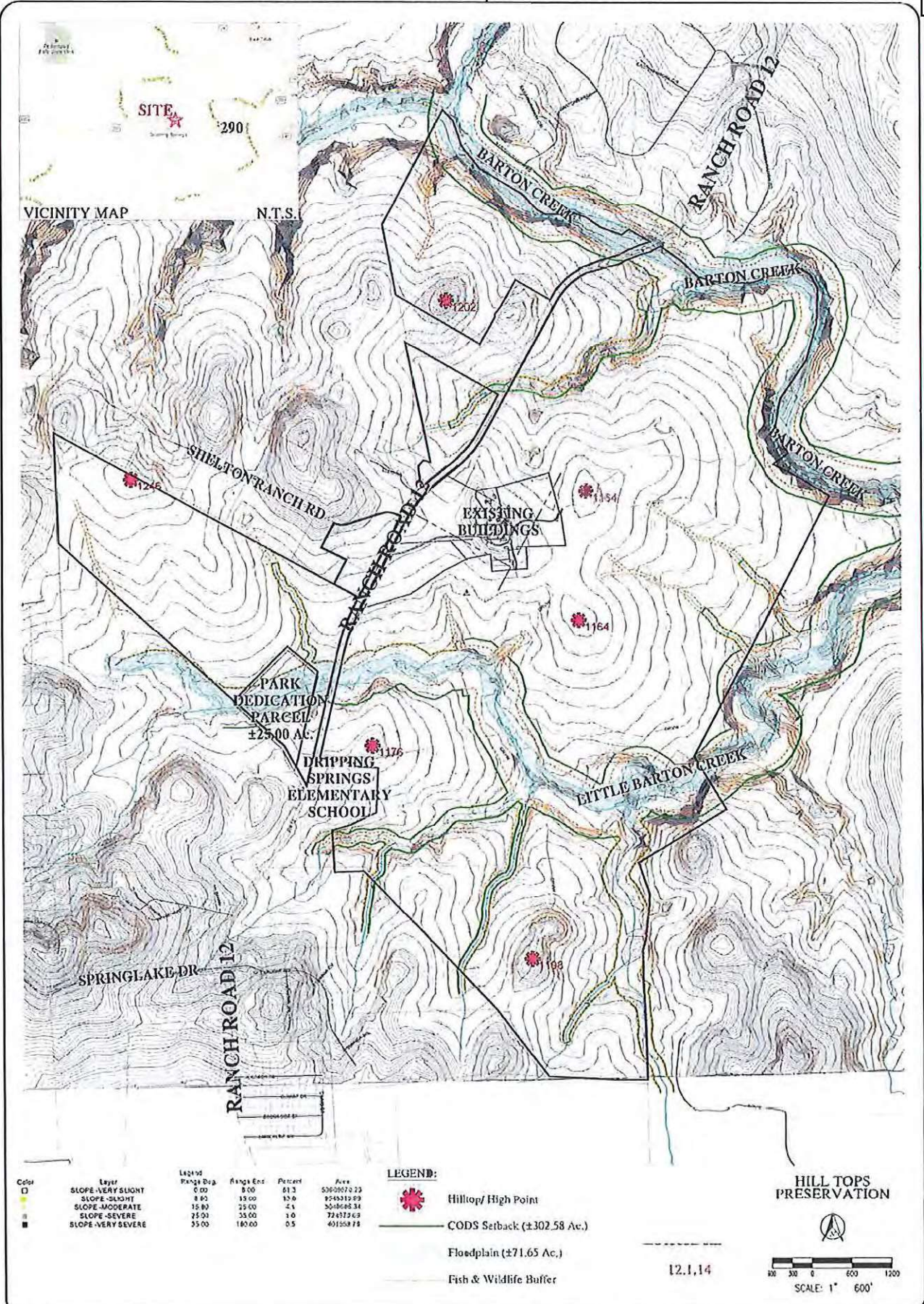
- WD RUFFER ZONE SETBACK
- TCEQ SETBACK
- 100-YR FLOODPLAIN
- EXISTING PUBLIC TRAIL
- POTENTIAL CONNECTION POINT TO REGIONAL TRAILS/ RATHGEBER PARK
- PUBLIC TRAIL THROUGH DOUBLE L
- HOA TRAIL
- POND MAINTENANCE/ACCESS TRAIL
- HOA TRAIL HEAD
- HOA TRAIL SIGNAGE

NOTE: ALL TRAILS AROUND LITTLE BARTON CREEK ARE PROPOSED AS 8' WIDE FOR MAINTENANCE ACCESS.

0 150' 300' 600'
SCALE: 1" = 300'

BGE, INC.
1121 DIRECTOR'S BOULEVARD, SUITE 1000
AUSTIN, TX 78746
TEL: 512.655.0000 www.bge.com
TCEQ Registration No. P-1248





DOUBLE 'L' - EXHIBIT D CONCEPTUAL MASTER PLAN (A TREND DEVELOPMENT, INC. COMMUNITY)

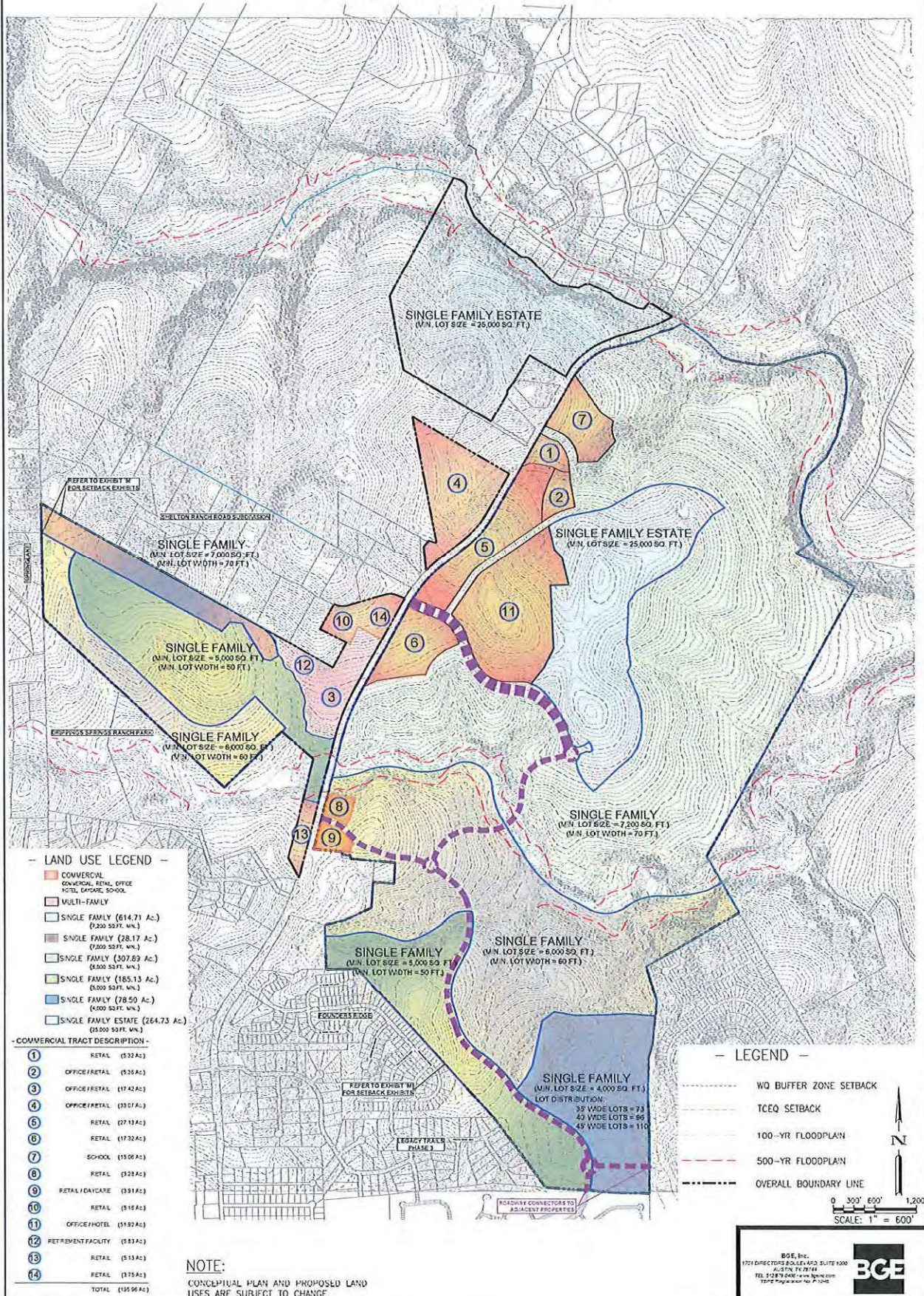


EXHIBIT E

Code Section (Ordinance)	Summary	Modification
City of Dripping Springs Code of Ordinances currently in effect, 2021		
Chapter 22	General Regulations	
22.05.014(c) (3500.11, §4, adopted 2/20/07)	Hazardous Material Traps (HMT) required on roads with 5,000+ VPD	Eliminate this requirement. HMT requirements will be per TCEQ RG-348 Appendix A Optional Enhanced Measures.
22.05.015 (3500.11, §5, adopted 2/20/07)	Performance Standards for Water Quality BMP's	Eliminate and substitute with comply with TCEQ RG-348 Appendix A Optional Enhanced Measures.
22.05.016(a)(2) (3500.11, §6, adopted 2/20/07)	Maximum Impervious Cover	Maximum impervious cover for all site development plans within the Edwards Aquifer will be as tabulated in Section 3.1.4 of the Agreement. The overall project impervious cover to be 35% maximum.
22.05.016(c) (3500.11, §6, adopted 2/20/07)	The following are IC: (6) Swimming pool surface area.	Modify (6) to Swimming pool surface area unless they provide freeboard volume to contain the Water Quality Volume as required by TCEQ rules.
22.05.17(b) (3500.11, §7, adopted 2/20/07)	Water Quality Buffers	Eliminate 22.05.17 and Buffers per TCEQ RG-348 Appendix A Optional Enhanced Measures shall govern.
22.05.017(d) (3500.11, §7, adopted 2/20/07)	Development in the buffer is limited to critical crossings only and as few as possible; (11) WQ ponds are allowed in the buffer if drainage area is < 128 ac	Allow stacking detention on top of the allowed WQ Ponds; Allow storm outfalls and daylight in the buffer (e.g. pond outfall). Parallel encroachment of utilities within the buffer may be allowed with City Engineer approval.
22.05.022(a)(2) (3500.11, §12, adopted 2/20/07)	Nonresidential construction is to use xeriscape landscaping	Eliminate
22.05.023 (3500.11, §13, adopted 2/20/07)	Structural Controls – Water Quality	Eliminate and substitute with comply with TCEQ RG-348 Appendix A Optional Enhanced Measures.
22.05.025 (3500.11, §15, adopted 2/20/07)	Erosion Hazard Zone setbacks; sections allows for a slope maintenance plan	Eliminate

EXHIBIT E

Code Section (Ordinance)	Summary	Modification
Chapter 26	Sign Ordinance	
26.01.004 (2020-12)	(4) off premises signs are prohibited	Allow an off-site directional sign with comparable design and size to the sign approved for the Wild Ridge Development at the US Hwy 290 and proposed Arterial intersections.
Chapter 28	Subdivision & Site Development	
28.07.004(4) (2019-39, adopted 10/15/19)	The Dripping Springs Technical Criteria (DSTC), Ordinance No. 2019-39, defers to the City of Austin Environmental Criteria Manual (ECM) for the design of Environmental Management Facilities.	No requirement to comply with the City of Austin ECM for Water Quality design purposes. BMP's for water quality control compliant with the Texas Commission on Environmental Quality (TCEQ) Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer (RG-348 Appendix A) are considered as compliant Environmental management facilities.
28 Exh A 5.4.3 (2019-29, adopted 9/10/19)	Requires construction and installation of required public improvements & City Utilities	All public improvements shall be completed or supported by complete fiscal security in accordance with approved construction plans prior to submission of final plat. A final plat shall not be filed for recordation until all improvements and/or fiscal security has been accepted by the City.
28 Exh A 11.21.2 (2019-29, adopted 9/10/19)	Maximum block length and cul-de-sac is 2,000'	Maximum block length and cul-de-sac is 3,000'
28 Exh A 12.2.1 (2019-29, adopted 9/10/19)	Minimum utility easement is 20'	Minimum utility easement is 15'
28 Exh A 12.2.4 (2019-29, adopted 9/10/19)	Front lot PUE is to be 20'	Front lot PUE is to be 10'

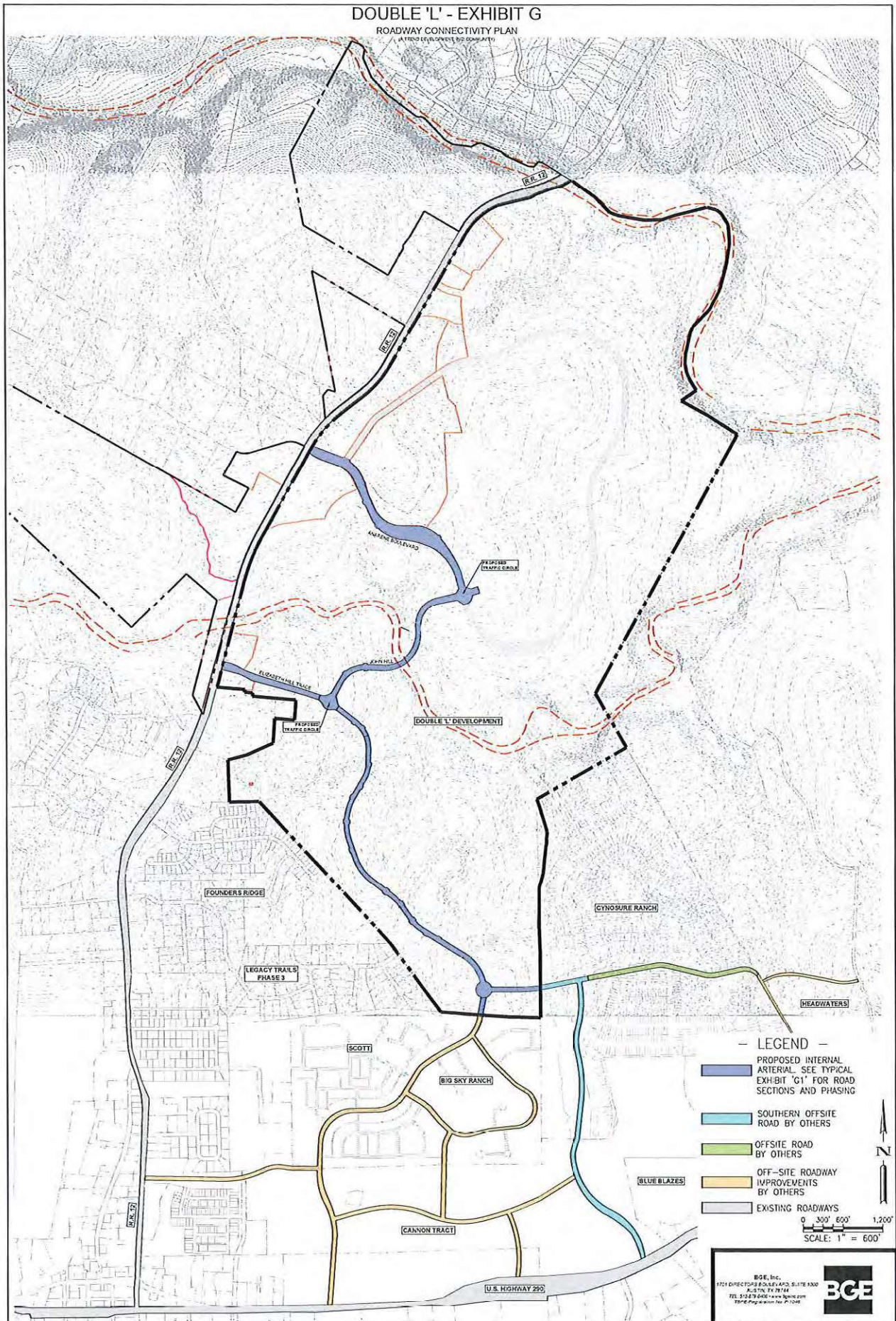
EXHIBIT E

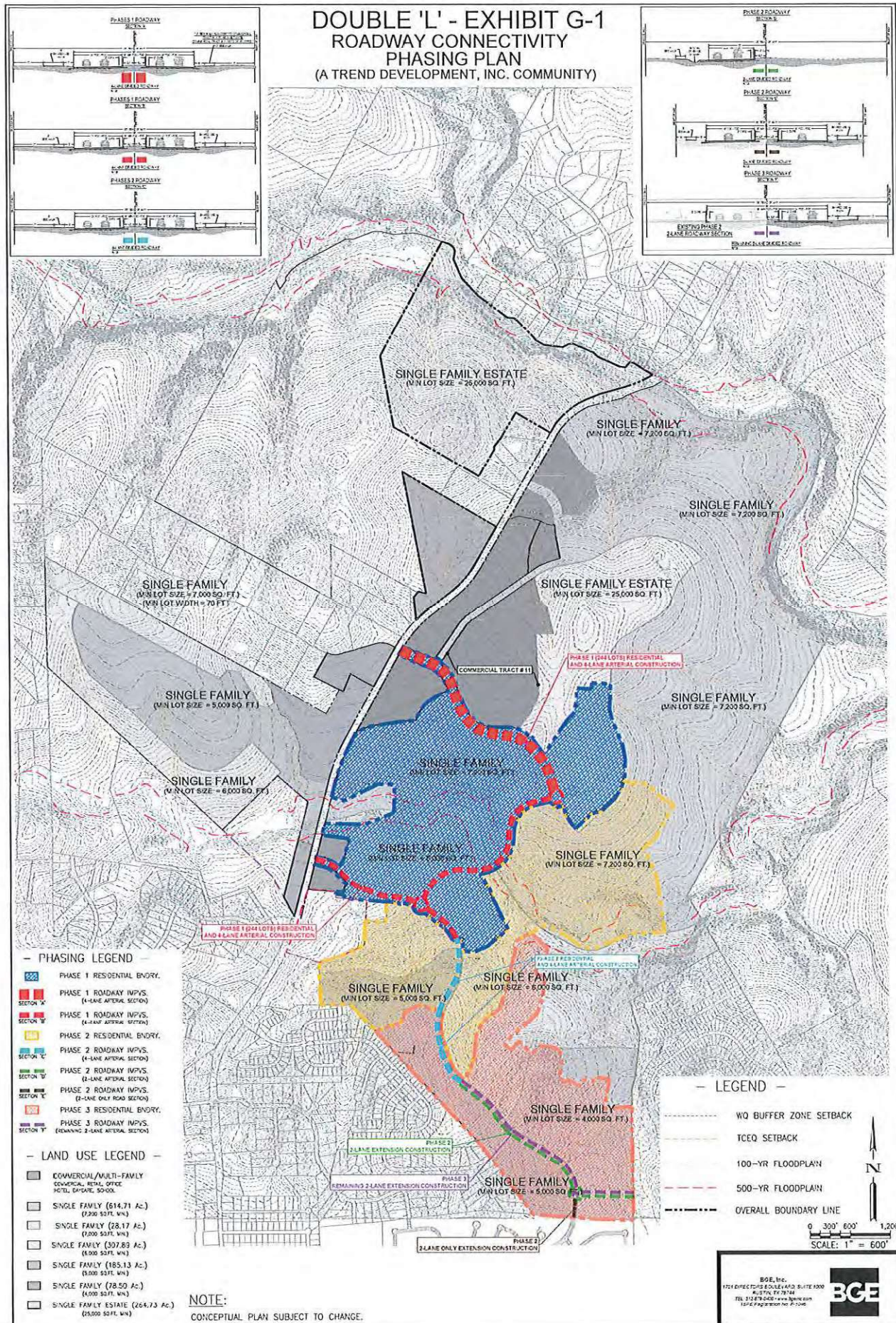
Code Section (Ordinance)	Summary	Modification
28 Exh A 13.2 (2019-29, adopted 9/10/19)	Repeat language on block lengths; min/max called as 400' /1,200'	Update to match 28 Exh A 11.21.2
28 Exh A 14.6 (2019-29, adopted 9/10/19)	Minimum lot size is 0.75 ac	Minimum lot size is 3,500 SF
28 Exh A 15.2 (2019-29, adopted 9/10/19)	The sidewalk must be a minimum of 5' from the back of curb and 1' from the ROW; 5' can only be reduced with City Council approval	Sidewalks shall be a minimum of 5 feet wide, 2 feet from the ROW and a minimum of 3.5 feet from the back of curb.
28 Exh A 16.1 (2019-29, adopted 9/10/19)	Minimum Building Setback Lines	Residential lots 45 ft wide or less are allowed for zero lot line development while maintaining a ten-foot side building line setback on the other side.
28 Exh A 18.3.8 (2019-29, adopted 9/10/19)	Drainage from one lot may go across another w/o City Engineer approval & an easement	Drainage from a residential lot backing an adjacent residential lot within the subdivision will be allowed to drain to the adjacent lot and on to a street, sewer or ditch for collection in a centralized drainage facility. Drainage leaving the subdivision shall be allowed to leave the site matching the existing character of the flow (sheet flow or concentrated flow) and at the existing rate of flow or less.

EXHIBIT F

Approved Plant List

For landscaping, developer, builders, and home owners will follow guidelines as specified for Western Zone, Edwards Plateau in ***Native and Adapted Landscape Plants an earthwise guide for Central Texas Fifth Edition, 2013*** published by Texas A&M Agrilife Extension, City of Austin, and growgreen.org (commonly referred to as Austin Grow Green booklet). Any plant listed as invasive on page 53 of Austin Grow Green Fifth Edition is prohibited from use.





Impervious Cover Assumption for Single Family Lots	
Lot size	Assumed Impervious Cover (sq.ft)
<10000 sq.ft	4,375
10000 sq.ft - 15000 sq.ft	5,000
15000 sq.ft - 1 ac	6,250
1-3 ac	8,500
>3 ac	8,750

Maximum Allowed Impervious Cover for Single Family Lots	
Typical Lot Size (Lot Width Measured at Front Setback)	Maximum Impervious Cover
35' (35'-39')	65%
40' (40'-44')	65%
45' (45'-49')	65%
50' (50'-59')	65%
60' (60'-69')	65%
70' (70'-79')	65%
80' (80'-89')	60%
90' (90'-104')	55%
105' to less than 1 Acre	55%
1 Acre	35%
1-3 Acres	35%

EXHIBIT J

APPROVED VARIANCES	
Vested Ordinances in effect in 2012 to be adopted under this Agreement	
Volume 2, Article 15, Chapter 20, Subchapter A	Comments
Ordinance No. 1230.6	
Section 1. General Procedures	
Section 1.3.2 – The provisions of this Chapter shall apply to the following forms of land subdivision and development activity within the City and its ETJ: (f) The Development of an Apartment Project or Condominium Project.	Keep for managed care facility
Chapter 13 – Landscape Ordinance	
Ordinance No. 6300.10 - Attached	Adopt entire ordinance

CITY OF DRIPPING SPRINGS

ORDINANCE No. 6300.10

LANDSCAPING

AN ORDINANCE ENACTING VOLUME 2, ARTICLE 15, CHAPTER 13 OF THE DRIPPING SPRINGS CODE OF ORDINANCES; ESTABLISHING REGULATIONS FOR LANDSCAPING; PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; CRIMINAL PENALTIES NOT TO EXCEED \$2,000 OR CIVIL PENALTIES OF UP TO \$500 PER VIOLATION; AND SEVERABILITY

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to improve the community through long-term environmental care and stewardship; and

WHEREAS, the City Council seeks to protect the Trinity and Edwards Aquifer recharge zone, the Balcones Escarpment, and the Onion Creek, Bear Creek, and Barton Creek Watersheds; and

WHEREAS, the City Council seeks to attract and improve the City's business climate and attract residents and retain business by ensuring the City's atmosphere includes attractive landscaping and the comfort of native shade trees; and

WHEREAS, the City Council finds that to protect, preserve, and promote nature in the city in turn protects the public health, safety, and welfare of the community's residents; and

WHEREAS, the City is undergoing substantial growth and construction, and the City Council seeks to ensure revegetation following common construction activities; and

WHEREAS, the City Council has determined that trees are vital to community health, human health, water conservation, and the economy; and

WHEREAS, the City Council has determined that landscaping preserves erosive slopes, reduces surface water runoff, provides for native habitats, and provides privacy, noise reduction, and a reduction in headlight glare, thus ensuring and sustaining a healthy environment; and

WHEREAS, nationally municipalities are embracing landscaping ordinances that protect the health, safety, and welfare of the community in an environmentally, historically, geographically, and aesthetically sensitive manner; and

WHEREAS, responsible regulation of landscaping is integral to the City's Water Quality Protection Program; 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, pursuant to Section 217.002 of the Texas Local Government Code, as a Type-A General Law municipality, the City has the authority to adopt ordinances that define, declare, abate, and remove nuisances; and

WHEREAS, pursuant to Texas Local Government Code Chapter 211, the City has general authority to regulate zoning; pursuant to Texas Local Government Code Chapter 214 the City has the authority to adopt ordinances that regulate housing; and pursuant to Texas Water Code Section 26.177, a city may establish a water pollution control and abatement program; and

WHEREAS, the landscaping and tree preservation standards established by this Ordinance are consistent with the City Council's comprehensive effort to preserve the cultural, historical, ecological, and geological treasures of the City and enhance economic development; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace, or order of the City of Dripping Springs to adopt this Ordinance regulating landscaping.

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

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. ENACTMENT

Volume 2, Article 15, Chapter 13 of the City of Dripping Springs Code of Ordinances is hereby approved and enacted, and shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

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. 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.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

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.

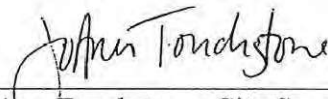
PASSED & APPROVED this, the 12th day of February 2008, by a vote of 5 (*ayes*) to 0 (*nays*) to 0 (*abstentions*) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: 

Mayor Todd Purcell

ATTEST:


Jo Ann Touchstone, City Secretary

APPROVED AS TO FORM:
Alan J. Bojorquez, City Attorney

Attachment "A"

City of Dripping Springs

CODE OF ORDINANCES

VOLUME: 2

ARTICLE 15

CHAPTER 13

SECTION 1. ENACTMENT PROVISIONS

1.1. Popular Name

This Chapter shall be commonly cited as the "Landscape Ordinance".

1.2. Purpose

The purpose of this Chapter is to provide for the preservation of native trees, prevent the clear-cutting of land, and provide for minimum landscaping and screening requirements, in recognition that trees, landscaping, screening, and buffering protect the health and welfare of the community, while addressing the water conservation and drainage issues particular to the Hill Country region. The purpose of this Chapter is also to enhance the community's ecological, environmental, and aesthetic qualities.

1.2.1 Health, Welfare, & General Well-Being

Preserving and improving the natural environment, and maintaining a working ecological balance are of increasing concern to the City. The fact that the proper use of landscape elements can contribute to the processes of air purification, oxygen regeneration, water absorption, water purification, and noise, glare, and heat abatement as well as the preservation of the community's aesthetic qualities indicates that the use of landscape elements is of benefit to the health, welfare, and general well being of the community and, therefore, it is proper that the appropriate use of such elements be required.

1.2.2 Water Conservation & Drainage

The City experiences frequent droughts and is characterized by thin soiled rock formations; therefore, it is the purpose of this Chapter to encourage the use of drought resistant vegetation and landscaping that minimizes runoff and erosion.

1.3. Scope

This Chapter applies to all **commercial** property within the incorporated municipal boundaries (i.e., "city limits") for which Site Plan approval by the City is required under the City's Code of Ordinances. This Chapter applies to actions taken after the date of enactment.

SECTION 2. DEFINITIONS

2.1. Interpretation

Words and phrases used in this Chapter shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the

singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

2.2. Terminology

City: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas.

City Administrator: The chief administrative officer of the City of Dripping Springs, Texas. The term shall also include the Deputy City Administrator.

City of Austin Environmental Criteria Manual: The document promulgated by the City of Austin, which is commonly used throughout the region and is widely regarded as the standard in the development community, as may be amended.

City of Austin Grow Green Guide: The document promulgated in part by the City of Austin, entitled *Native and Adapted Landscape Plants: An Earthwise Guide for Central Texas*, as may be amended.

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

City Permit: A city license, certificate, approval, registration, consent, permit, or other form of authorization required by a City ordinance, regulation, or rule in order to develop, construct, and operate the improvements on the Property.

Code: The Code of Ordinances enacted by the City of Dripping Springs, as may be amended from time to time.

DBH (diameter at breast height): The tree trunk diameter of an existing tree measured in inches at a height of 4.5 feet above the ground. If a tree splits into multiple trunks below 4.5 feet, the trunk is measured at its most narrow point beneath the split.

Designated Tree: Any of the following:

- (a) A hardwood tree having a trunk of eight (8) inches in caliper or greater measured at DBH;
- (b) A multi-trunked hardwood tree having a total trunk DBH of thirty (30) inches or more (not counting trunks less than eight (8) inches in diameter); or
- (c) A cluster of hardwood trees within a ten (10) foot radius circle having a total trunk DBH of forty (40) inches or more (not counting trunks less than eight (8) inches in diameter).

Impervious Cover: Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevents infiltration. For further

clarification on what is considered impervious cover, refer to the City's Water Quality Protection Ordinance.

Landscape Architect: One whose profession is the decorative and functional alteration and planting of grounds, especially at or around a building site

Landscaping: Consists of introduced vegetation, as well as related improvements to a lot including, but not limited to, forming and berming, irrigation systems, landscape subsurface drainage systems, site furnishings, and nonstructural retaining walls.

Natural Area: An area where the naturally grown landscaping is left primarily undisturbed, except for the removal of poison ivy, greenbriar, and similar vegetation, oak wilt removal and/or prevention measures, and allowing for maintenance of the trees to maintain vigorous growth.

Owner: A person with legal control over property in question.

Person: A human individual, corporation, agency, unincorporated association, partnership, or sole proprietorship, or other legal entity.

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

SECTION 3. ADMINISTRATION

3.1 Application

This Chapter applies to all new **commercial** development requiring Site Plan approval subject to zoning requirements. All properties going through re-development through extension, reconstruction, resurfacing, or structural alteration must come into compliance. Site plan approval shall be conditioned on compliance with this Chapter.

3.2. Landscaping Fund

A fund is hereby created in which any cash-in-lieu paid to the City pursuant to the mandates of this Chapter shall be deposited. The fund may be drawn upon by the City to implement landscaping improvements on City land and City controlled right-of-ways.

3.3. Prohibition

No person shall damage or remove trees in violation of this Chapter.

SECTION 4. LANDSCAPING

4.1. Landscape Requirements

4.1.1. Landscape Buffer Planting Requirements:

- (a) All plant material shall be of native or adapted species.
- (b) All new proposed shade trees shall be a minimum of 4 inches in diameter.
- (c) All proposed ornamental trees shall be a minimum of 2 inches in diameter.
- (d) All large shrubs shall be a minimum of 5 gallon container size and small shrubs/groundcovers a minimum of 1 gallon container size.

4.1.2. Landscape Buffer Spacing Requirements:

The following landscape buffer spacing requirements shall apply to all designated landscape buffers.

- (a) Shade Trees (such as Live Oak or Cedar Elm):
one per 50' of buffer frontage
- (b) Ornamental Trees (such as Crape Myrtle or Desert Willow):
one per 25' of buffer frontage
- (c) Large Shrubs, five-gallon (such as Wax Myrtle, DW Yaupon, or Agarita):
one per 6' of buffer frontage
- (d) Small Shrubs/Groundcovers, one-gallon (such as Lantana or Liriope):
one per 3' of buffer frontage

All plants shall comply with the City of Austin "Grow Green" recommended plant guide (www.ci.austin.tx.us/growgreen). Invasive plants in this guide are specifically prohibited.

4.2. Landscape Plan & Tree Survey Submittal

A landscape plan and tree survey shall be submitted to the City with the proposed Site Plan. The landscape plan shall comply with the Landscape Requirements. The landscape plan shall be signed and sealed by a Landscape Architect licensed by the State of Texas. The existing tree survey should be signed and sealed by a Surveyor licensed by the State of Texas.

4.3. Parking Area Landscaping Requirements

- 4.3.1. Parking lots and all vehicular parking and maneuvering areas, excluding driveways behind buildings, shall contain areas constructed, planted, and maintained as landscaped islands, peninsulas, or medians.
- 4.3.2. The minimum total area in landscaped islands, peninsulas, or medians in the parking lots in front of buildings shall be ninety (90) square feet for each twelve (12) parking spaces.

- 4.3.3. No parking space shall be located further than fifty (50) feet from a landscaped island, peninsula, median, or tree. They shall be located evenly through the parking areas, however the location of landscaped islands, peninsulas, and medians may be adjusted to accommodate existing trees or other natural features.
- 4.3.4. Landscape terminal islands (end islands) shall be located at the end of all parking modules in a configuration to allow for turning radii of intersecting aisles to protect parked vehicles, provide for visibility, confine moving traffic to aisles and driveways, and provide space for landscaping.

4.4. Dumpster Screening

- 4.4.1. For outdoor condensers, utility huts, and other building service equipment (other than a roof top), such equipment shall be reasonably screened from view on all sides using a masonry wall and vegetative screen using at least two (2) varieties of plant material from the "Grow Green" plant guide, that, at maturity, are at least the height of the equipment to be screened.
- 4.4.2. All refuse and/or recycling containers shall be reasonably screened with landscaping from public view and the view of adjoining properties.

4.5. Landscape Maintenance Requirements

- 4.5.1. The owner shall be responsible for:
 - (a) Regular maintenance of all required landscaped areas and plant materials in a vigorous and healthy condition, free from diseases, pests, weeds, and litter. This maintenance shall include weeding, watering, fertilization, pruning, mowing, edging, mulching, or other necessary maintenance in accordance with generally accepted horticultural practice;
 - (b) The repair or replacement of required landscape structures (walls, fences, etc.) to a structurally sound condition;
 - (c) The regular maintenance, repair, or replacement, where necessary, of any screening or buffering;
 - (d) Replacing planted trees if they die or become diseased beyond repair within five (5) years after planting; and
 - (e) Repairing damage to landscaped areas, structures, screening, buffering, or trees as a result of ingress or egress from site easements by authorized or unauthorized parties.

4.6. Integrated Pest Management

An integrated pest management plan (IPM) shall be submitted with the Site Plan. The IPM shall include the fertilizer ratios, brands, and types of fertilization application methods to be used. Fertilizers must be phosphate-free.

4.7. Tree Preservation Requirements

- 4.7.1. A grading and tree survey shall be submitted with the Site Plan.
- 4.7.2. The tree survey shall include all existing, live, healthy trees with an eight (8) inch DBH in diameter and larger. The survey shall indicate the size (DBH) and species of tree. Trees observed to be distressed will be indicated with an asterisk on the tree list. Trees shall be represented by circles using the formula of one (1) foot of radius for every one inch of trunk diameter. Unbroken circles indicate trees that are to remain. Dashed circles indicate trees that are to be removed (including trees identified to be distressed).
- 4.7.3. Healthy, designated Class I and II trees (as defined by the City of Austin Environmental Criteria Manual) that require removal to accommodate the development shall be replaced at a ratio of 1:1 or cash-in-lieu may be paid to the City, the amount equal to the cost of nursery stock required to replace the caliper amounts lost and the cost of installation on a per unit basis, not to exceed one hundred dollars (\$100.00) per caliper inch or six thousand dollars (\$6,000.00) per acre (prorated for sites of more or less than one acre) for the entire site. Trees identified as distressed shall not be included in Tree Preservation Requirements evaluation.
- 4.7.4. Pre- and post-construction fertilization is required for existing trees that will be or have been disturbed by construction activities, including disturbance of the critical root zone. Fertilizers must be phosphate-free.
- 4.7.5. The planting, preserving, and maintaining of trees which are contagiously diseased trees or the storage of cut oak unless first determined by a certified arborist to be devoid of oak wilt or properly treated, shall be deemed a public nuisance and are prohibited.
- 4.7.6. During construction, take measures to protect trees, including fencing, shielding, and/or signage, as necessary.

4.8. Irrigation Requirements

- 4.8.1. An irrigation plan is required as part of the Site Plan and will be prepared by a licensed irrigator (i.e., licensed landscape architect or engineer). The plan should include rain/freeze sensors on all controllers. The irrigation plan should provide drip irrigation in shrub beds where appropriate and bubblers on all trees.
- 4.8.2. Turf grass plantings may be Buffalo, Zoysia, or Bermuda. St. Augustine is expressly prohibited.
- 4.8.3. Landscaped areas must be mulched to reduce evaporation and preserve water.

SECTION 5. PROHIBITION

It shall be unlawful for any person to violate this Chapter.

SECTION 6. ENFORCEMENT

6.1. Compliance

Violators of this Chapter will be required to come into compliance within sixty (60) days, unless a variance of has been approved by the City. Compliance with this Chapter may be grounds for withholding of other related, pending permits for the project by the City.

6.2. Civil & Criminal Penalties

The City shall have the power to administer and enforce the provisions of this Chapter as may be required by governing law. Any person violating any provision of this Chapter is subject to stop work order, suit for injunctive relief, and/or prosecution for criminal violations. Any violation of this Chapter is hereby declared to be a nuisance. Any violation of this Chapter may serve as grounds to withhold or delay issuance of other permits and revocation of a Certificate of Occupancy.

6.3 Criminal Prosecution

Any person violating any provision of this Chapter shall, upon conviction, be fined a sum not exceeding two thousand dollars (\$2,000.00) to be deposited in the Landscaping Fund. Each day that a provision of this Chapter is violated shall constitute a separate offense. An offense under this Chapter is a misdemeanor.

6.4 Civil Remedies

Nothing in this Chapter shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Chapter and to seek remedies as allowed by law, including, but not limited to the following:

6.4.1 Injunctive relief to prevent specific conduct that violates the Chapter or to require specific conduct that is necessary for compliance with the Chapter; and

6.4.2 A civil penalty up to five hundred dollars (\$500.00) a day to be deposited in the Landscaping Fund, when it is shown that the defendant was actually notified of the provisions of the Chapter and after receiving notice committed acts in violation of the Chapter or failed to take action necessary for compliance with the Chapter; and other available relief.

6.4.3. Stop Work Order. In the event work is not being performed in accordance with this Chapter, the City shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.

-----AFFIDAVIT OF PUBLICATION-----

THE STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared Dale Roberson, publisher of THE NEWS DISPATCH, who being by me duly sworn, upon oath deposes and says:

That the attached LEGAL NOTICE was published in THE NEWS DISPATCH, a newspaper published in the English language, published in Dripping Springs, Texas, and having a general circulation within the CITY OF DRIPPING SPRINGS & the CITY OF WIMBERLEY, Texas, and the COUNTY OF HAYS, TEXAS, in the following issues: Feb. 21, 2008 - Ord. # 6300.1

and that the attached newspaper clipping is a true and correct copy of said published notice.

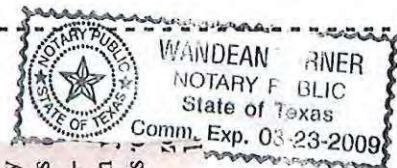
Dale Roberson

Dale Roberson

SWORN TO AND SUBSCRIBED BEFORE ME this 22 day of Feb 2008

Wandean Turner

Notary Public

**LEGAL NOTICES****PUBLIC NOTICE**

City of Dripping Springs and City Council Passed and Resolved Landscaping Ordinance No. 6300.1 on February 12, 2008: An Ordinance Enacting Volume 2, Article 15, Chapter 13 of the Dripping Springs Code of Ordinances; Establishing Regulations for Landscaping and Tree Preservation; Providing for the Following: Rules; Standards; Procedures; Criminal Penalties not to Exceed \$2,000 or Civil Penalties of up to \$500 per Violation; and, Severability. Any person violating any provision of this Ordinance shall, upon conviction, be fined a sum not exceeding two thousand dollars (\$2000.00). Each day that a provision of this Ordinance is violated shall constitute a separate offense. An offense under this Ordinance is a misdemeanor.

2/21-1t

RESIDENTIAL LOT WIDTH & SIZE TABLE	
MINIMUM LOT WIDTH AT FRONT SETBACK	MINIMUM LOT SIZE (SF)
35'	3600
40'	4000
45	4500
50	5000
60'	6000
70'	7000
80'	7500
90	8000
105'	10000
1.0-Acre	43560

EXHIBIT L

Tree Planting Requirements

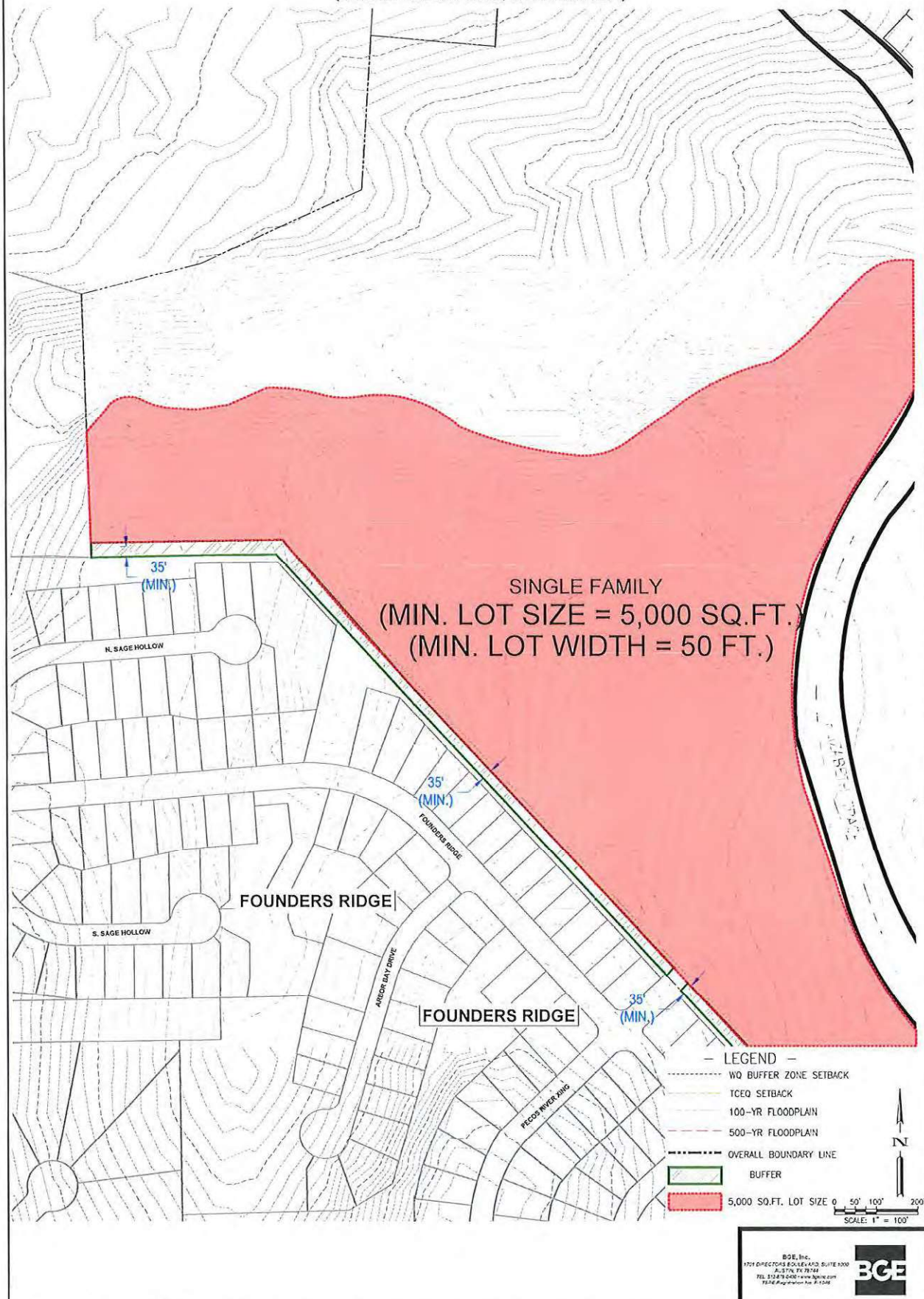
Tree Classification:

Shade Trees (Large Trees) are required to be 3 caliper inches or greater in diameter at time of planting. These trees are larger in size and primarily function to create shade in the landscape.

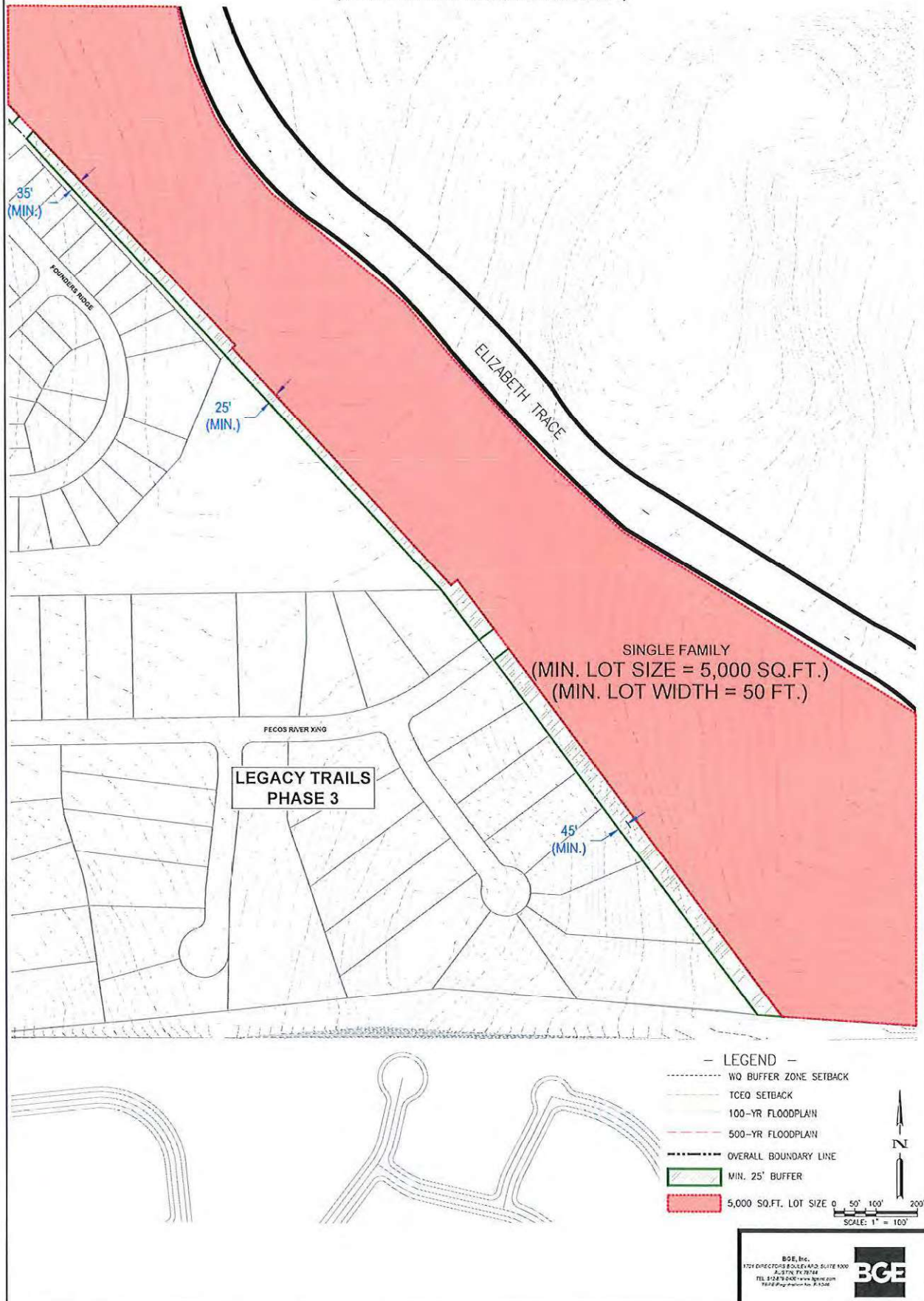
Ornamental Trees (small trees) are required to be 2-3 caliper inches in diameter at time of planting. These trees are smaller, colorful species that add color and accent to a landscape.

Lot Sizes	Tree Requirements
35' & 40' (35'-44') Lots	A minimum of one (1) shade tree in the front yard. One (1) shade tree in the rear yard if the lot backs up to a public use area.
45' & 50' (45'-59') Lots	A minimum of one (1) shade tree in the front yard. One (1) shade tree in the rear yard if the lot backs up to a public use area.
60' & 70' (60'-79') Lots	A minimum of two (2) shade trees and one (1) ornamental tree
80' & 90' (80'-104') Lots	A minimum of three (3) shade trees and two (2) ornamental trees
105' (105-less than an Acre) Lots	A minimum of four (4) shade trees and two (2) ornamental trees
Acreage (Acre and above) Lots	A minimum of four (4) shade trees and three (3) ornamental trees

DOUBLE 'L' - EXHIBIT M
SETBACK EXHIBIT (1-of-3)
(A TREND DEVELOPMENT, INC. COMMUNITY)



DOUBLE 'L' - EXHIBIT M
SETBACK EXHIBIT (2-of-3)
(A TREND DEVELOPMENT, INC. COMMUNITY)



DOUBLE 'L' - EXHIBIT M
SETBACK EXHIBIT (3-of-3)
 (A TREND DEVELOPMENT, INC. COMMUNITY)

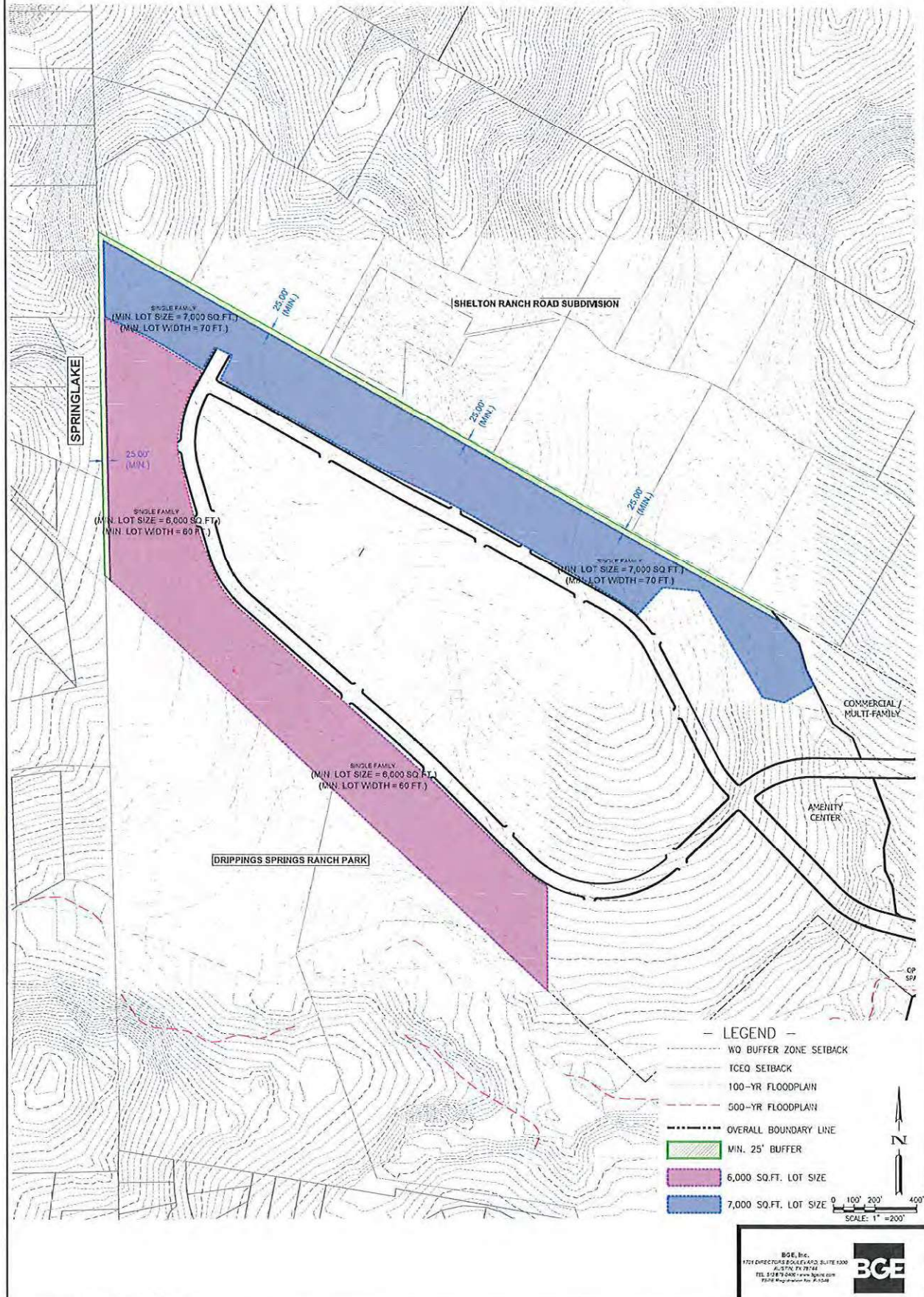


EXHIBIT N
LOT MIX AND ALLOWED VARIANCE

LOT TYPE	TOTAL	5% ALLOWED VARIANCE*	HIGH LIMIT	LOWER LIMIT
35'	73	0	73	73
40'	96	0	96	96
45'	110	0	110	110
50'	417	21	438	396
60'	302	15	317	287
70'	315	16	331	299
80'	269	13	282	256
90'	282	14	296	268
105' TO 0.75 Acre	178	9	187	169
0.75 Acre to 1.0 Acre	189	9	198	180
	2231			

*MAXIMUM OVERALL LOT INCREASE CAPPED AT 75 LOTS

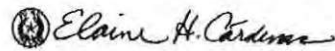
THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21065877 AGREEMENT

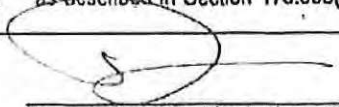
12/01/2021 02:06:56 PM Total Fees: \$434.50

 Elaine H. Cardenas

Elaine H. Cardenas, MBA, PhD, County Clerk
Hays County, Texas

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY Date Received City of Dripping Springs NOV 01 2021 Rec'd by City Secretary
1 Name of vendor who has a business relationship with local governmental entity. DOUBLE L DEVELOPMENT, LLC		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		N/A
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div>		N/A
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		N/A
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. <div style="text-align: right;">N/A</div>		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		N/A
7 _____ Signature of Vendor doing business with the governmental entity		9/20/2021 Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY Date Received City of Dripping Springs NOV 01 2021 Rec'd by City Secretary
1 Name of vendor who has a business relationship with local governmental entity. ANARENZ INVESTMENTS, LTD		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) N/A		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;"> _____ Name of Officer N/A </div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. <div style="text-align: right; margin-top: 20px;">N/A</div>		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). N/A		
7 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 35%; text-align: center;"> 9/20/2021 Date </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received City of Dripping Springs NOV 01 2021 Rec'd by City Secretary	
1 Name of vendor who has a business relationship with local governmental entity. LL RANCH INVESTMENTS, LP		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	N/A	
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;"> _____ Name of Officer </div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="text-align: right;">N/A</div> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. <div style="text-align: right;">N/A</div>		
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7 <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;">  Signature of vendor doing business with the governmental entity </div> <div style="width: 35%; text-align: right;"> <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> Date </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

City of Dripping Springs

NOV 01 2021

Rec'd by City Secretary

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

9-21-21
Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received City of Dripping Springs NOV 01 2021 Rec'd by City Secretary	
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5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
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7 <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 35%; text-align: right;"> 9/21/2021 _____ Date </div> </div>		

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item # 4.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Anarene Investments, Ltd.

Houston, TX United States

Certificate Number:

2021-803794

Date Filed:

09/20/2021

Date Acknowledged:

12/16/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ANA09092021

Amended and Restated Development Agreement for Anarene Investments Tract

4 Name of Interested Party

City, State, Country (place of business)

Nature of interest
(check applicable)

Controlling

Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

295

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-803794

Date Filed:
09/20/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Anarene Investments, Ltd.
Houston, TX United States

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City of Dripping Springs, Texas

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ANA09092021

Amended and Restated Development Agreement for Anarene Investments Tract

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is DAVID A. CANNON, and my date of birth is AUGUST 31, 1953.

My address is 1600 W. LOOP SOUTH, SUITE 2600, HOUSTON, TX, 77027, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TEXAS, on the 20th day of September, 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item # 4.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Double L Development
Houston, TX United States

Certificate Number:
2021-803789

Date Filed:
09/20/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs, Texas

Date Acknowledged:
12/16/2021

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ANA09092021
Amended and Restated Development Agreement for Anarene Investments Tract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

297

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-803789

Date Filed:
09/20/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Double L Development
Houston, TX United States

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City of Dripping Springs, Texas

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ANA09092021

Amended and Restated Development Agreement for Anarene Investments Tract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

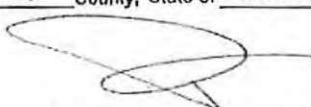
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(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TEXAS, on the 20th day of September, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item # 4.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LL Ranch Investments, LP.
Houston, TX United States

Certificate Number:
2021-803804

Date Filed:
09/20/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs, Texas

Date Acknowledged:
12/16/2021

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ANA09092021

Amended and Restated Development Agreement for Anarene Investments Tract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-803804

Date Filed:
09/20/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LL Ranch Investments, LP.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs, Texas

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ANA09092021

Amended and Restated Development Agreement for Anarene Investments Tract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
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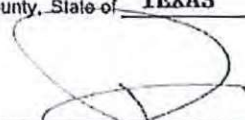
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(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TEXAS, on the 20th day of September, 2021.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR ANARENE INVESTMENTS TRACT**

STATE OF TEXAS

§

COUNTY OF HAYS

§

§

This Amended and Restated Development Agreement (the "Agreement") is between the City of Dripping Springs, (the "City"), and Anarene Investments Ltd., a Texas limited partnership ("Owner"). In this Agreement, the City and Owner are sometimes individually referred to as a "Party," and collectively referred to as the "Parties".

RECITALS:

WHEREAS, Owner and the City entered into that certain Development Agreement effective as of October 17, 2012 (the "Original Agreement"), which was recorded in Volume 4466, Page 327 of the Official Public Records of Hays County, Texas; and

WHEREAS, Owner and the City desire to amend certain portions of the Original Agreement as set forth herein below and as allowed in Section 5.1.3 of the Original Agreement and in connection therewith restate the Original Agreement in this Agreement;

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 that this Agreement shall and does hereby amend and restate the Original Agreement in its entirety as follows:

RECITALS:

WHEREAS, Owner has approximately 1,677.61 acres of land (the "Land") located within the extraterritorial jurisdiction (ETJ) of the City and in Hays County, Texas (the "County"), which is more fully described on *Exhibit A* attached hereto and incorporated herein for all purposes; and

WHEREAS, Owner intends to develop the Land as a master-planned community that will include residential and commercial uses, together with open space to benefit the residents and property owners of the community, as well as other residents of the City, the City's ETJ, and the County. In this Agreement, the Land, as it will be developed, is sometimes referred to as the "Project;" and

WHEREAS, the City is located in a rapidly growing area of the County and new construction and land development will impact the future character of the City; and

WHEREAS, the City has adopted a Comprehensive Plan to guide the City in planning for future growth and development, and the City Council finds that this Agreement is consistent with the Comprehensive Plan; and

- WHEREAS,** the City has determined that development agreements with developers of master-planned communities such as the Project will benefit the City by establishing land use controls; providing for the construction of appropriate and necessary utility, roadway and drainage infrastructure; encouraging economic development; protecting the environment; preserving native habitat and endangered species; and promoting the welfare of the citizens of the City and its ETJ; and
- WHEREAS,** the City and Owner are striving to achieve balance between the pressures of urbanization and the shared desires to protect the public safety, and conserve the hill country scenery and native habitat; and
- WHEREAS,** this Agreement grants Owner a measure of predictability in terms of Applicable Rules as defined herein, and development fees; and
- WHEREAS,** this Agreement grants the City the public benefits related to the application of certain municipal ordinances in the ETJ, including the lighting ordinance; and
- WHEREAS,** Owner and the City wish to enter into this Agreement to provide an alternative to the City's typical regulatory process for development; encourage innovative and comprehensive master-planning of the Land; provide a level of certainty of regulatory requirements throughout the term of this Agreement; and provide assurances of a high-quality development that will benefit the present and future residents of the City, the City's ETJ and the County; and
- WHEREAS,** the City is statutorily authorized to enter into such contracts with owners of property located in the City's ETJ pursuant to Texas Local Government Code Section 212.172; and

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 1. DEFINITIONS

- 1.1 Agreement:** This contract between the City of Dripping Springs, Texas and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.
- 1.2 Applicable Rules:** The City Rules that, as modified by the Project Approvals and variances granted concurrent with this Agreement, if any, exist on October 17, 2012 and will be applicable to the development of the Property for the term of this Agreement. This term does not include Zoning, Building Codes, Landscaping, Lighting, Sign, or Exterior Design standards, as those ordinances may apply or hereafter be applied to residential and non-residential properties. This term does not include 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.

- 1.3 **City:** The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.
- 1.4 **City Council:** The governing body of the City of Dripping Springs, Texas.
- 1.5 **City Engineer:** The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.
- 1.6 **City Rules:** The entirety of the City's Code of Ordinances, regulations and official policies, except as modified by this Agreement.
- 1.7 **County:** Hays County, Texas.
- 1.8 **District or Districts:** The financing district(s) to be created over the Land if consent is received from the City.
- 1.9 **Effective Date:** October 17, 2012.
- 1.10 **Home Owners Association (HOA):** is an organization created by a real estate developer for the purpose of controlling the appearance and managing any common-area assets during the marketing, managing, and selling of homes and sites in a residential subdivision. It grants the developer privileged voting rights in governing the association, while allowing the developer to exit financial and legal responsibility of the organization, typically by transferring ownership of the association to the homeowners after selling off a predetermined number of lots.
- 1.11 **Impervious Cover:** Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration.
- 1.12 **Impervious Cover Percentage:** The percentage calculated by dividing the total acres of impervious cover on the Land by the total number of acres included in the Land. Whether or not outdoor decks are included in the calculation of impervious cover shall be determined by the City Engineer based on the deck design and materials. In the calculation of impervious cover, the following shall be characterized as *pervious* for all purposes: open space, greenbelt, park, irrigation field, flood plain, water quality and/or drainage facility and/or area not lined with impermeable material, detention facility not lined with impermeable material, swale, irrigation area, playground, athletic fields, granite and/or pea gravel trail.
- 1.13 **Land:** Approximately 1,677.61 acres of land, in Hays County, Texas, more fully described on the attached *Exhibit A*.
- 1.14 **Living Unit Equivalent (LUE):** A single unit of service consists of the typical flow that would be produced by a single-family residence located in a typical subdivision served by the City.
- 1.15 **Master Plan:** The master plan of the City, originally presented in 1984, as may be amended, modified or supplemented by the City, in conjunction with the Comprehensive Plan.

- 1.16 **Project:** The term as defined by Texas Local Government Code Chapter 245, as may be amended. The term refers to a specific property use and/or improvement undertaken on the Land, as documented in a manner that provides the City with fair notice.
- 1.17 **Project Approvals:** All aspects of the Project outside the current scope of work will require prior approval by the City Council.
- 1.18 **Parkland:** Parkland is a platted tract of land designated and used for recreation or open space.
- 1.19 **Owner:** Anarene Investments Ltd., a Texas limited partnership, and any subsequent owner(s).
- 1.20 **TCEQ:** Texas Commission on Environmental Quality, or its successor agencies.
- 1.21 **TxDOT:** Texas Department of Transportation, or its successor agencies.
- 1.22 **WTCPUA:** West Travis County Public Utility Authority, or its successor agencies.

ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

- 2.1 **Purpose:** The development of the Land under this Agreement is intended to: (a) allow housing and commercial development within its ETJ to occur in an orderly manner in order to protect the health, safety and welfare of the City's present and future citizens; (b) promote the aesthetic enhancement of the City and its ETJ; and (c) promote a safe and attractive self sustaining community.
- 2.2 **Environmental Protection:** Owner will implement compliance with the following natural resource laws and regulations, to the extent applicable:
 - 2.2.1 **Aquifer Protection:** Owner will comply with all applicable TCEQ regulations and the City's Water Quality Protection Ordinance. Owner shall also take reasonable measures to protect the Trinity Aquifer, including at a minimum adherence to the Edwards Aquifer Rules for the Contributing Zone. If the development is a low-density development (less than fifteen (15%) Impervious Cover), no structural water quality controls will be required.
 - 2.2.2 **Land Application Restrictions:** If the Project utilizes individual onsite sewage disposal and if treated sewage effluent is disposed of through irrigation, property owners within the Project shall comply with the applicable City, County, and TCEQ permits. The City reserves the right to comment on any permit application submitted by the Owner.
 - 2.2.3 **Waterway Protection:** Owner shall obtain and comply with any authorizations from the US Army Corps of Engineers that may be required for road and utility crossings of creeks and construction of water quality protection infrastructure, including but not limited to Clean Water Act Section 404 Permitting. Owner will comply with the applicable Water Quality Protection ordinance.

- 2.2.4 Stormwater Controls:** Owner will prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit for construction-related stormwater discharges. Owner will comply with the applicable Water Quality Protection ordinance.
- 2.2.5 Endangered Species:** Owner agrees to comply with the federal Endangered Species Act.
- 2.2.6 Water Conservation Plan:** Owner shall comply with the City's plan, which has been approved by the WTCPUA.
- 2.2.7 Application Submittal:** Owner shall submit all permit applications required under Section 2.2 to the City prior to applying to the relevant authority.
- 2.3 Parkland:** As the actual number of development units are determined for the Project, parkland of approximately twenty five (25) acres, as more fully described on the attached *Exhibit B*, originally donated to the City of Dripping Springs by the landowners will be provided out of the approximately two hundred and forty five (245) acres of open space as reflected on the Conceptual Plan. Additional parkland will be dedicated in accordance with Section 28.03.006 of the Dripping Springs Code of Ordinances, in effect as of the date this Agreement is approved. A Master Park/Trails Plan will be provided to the City of Dripping Springs at the time that at least fifty percent (50%) of the land area of the Project receives its Preliminary Plan approvals from the City.
- 2.4 Trails and Accessibility:** Owner agrees to work with the City to establish and locate mutually acceptable trail systems within the Property.
- 2.5 Hilltop Preservation:** Owner shall preserve each of the six (6) hilltops as depicted in Exhibit C attached hereto and incorporated herein for all purposes. Building heights on such hills shall be limited to twenty (20) feet greater than the top of the corresponding hilltop; provided, however, nothing in this section 2.5 will prevent Owner from constructing water storage tanks on four (4) of the hills. Owner will endeavor to have the color of such tanks blend into the natural settings.
- 2.6 Lighting:** Owner, or an electric utility designated by Owner, will construct all illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project in accordance with all then-current City Rules, including the Lighting Ordinance in effect at the time of installation of the lighting, including both residential and non-residential rules. District(s) will be required to operate and maintain the lighting within its boundaries according to City Rules. Owners agree that all restrictive covenants for the Project shall reinforce this provision and be applied to all construction and builders.
- 2.7 Landscaping; Landscapes:** Owners shall comply with the City's Landscaping Ordinance as amended in all commercial areas. Owners may require residential areas to comply with the City's Landscape Ordinance. Owners agree that the use of native species of plant materials will be utilized throughout the Project attached as *Exhibit F*. Turf grasses on any lot within the Project shall be limited to Zoysia, Buffalo or Bermuda grasses. Other grasses may be approved by the City Administrator for lots utilizing drip irrigation systems. In no event may St. Augustine grass be used. The plant list attached as *Exhibit F* is approved and may be used.

- 2.8 Exterior Design & Architectural Standards:** Within the commercial area, Owners shall comply with the City's Exterior Design & Architectural Standards Ordinance, as may be amended.

ARTICLE 3. PROPERTY DEVELOPMENT

- 3.1 Governing Regulations:** For purposes of any vesting analysis, the Parties agree that the Effective Date shall be construed as the date upon which the Development Agreement is approved by the City Council of Dripping Springs. The Applicable Rules shall govern the Project, unless otherwise expressly provided in this Agreement. For the term of this Agreement, the development and use of the Land will be controlled by the terms of this Agreement, the Project Approvals and the Applicable Rules. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control. Notwithstanding anything contained herein to the contrary, the variances described on *Exhibit E* attached hereto as approved.

3.1.1 Residential Density: The maximum number of residential dwelling units that may be developed on the Land under this Agreement shall be 1,677 dwelling units, or an average overall density of one residential dwelling unit per acre, whichever is less. This average overall density shall not be construed to preclude clustering of residential units in desirable locations, whether in the form of single family lots, duplex lots, multifamily development, or any other residential development.

3.1.1.1 Residential Lot Size: The minimum size for any lot shall be based solely on the requirements for providing wastewater service to said lot. Lots to be served with central wastewater service shall meet minimum lot sizes according to the City zoning regulations.

3.1.2 Water Service: The Land shall be entitled to receive water service in an amount not to exceed 1,710 Living Unit Equivalents ("LUEs"), it being understood and agreed that the water service may be provided by the Double L Ranch Water Supply Corporation or by a third party utility provider, including, but not limited to a water supply corporation and/or special purpose district.

3.1.3 Wastewater Service: The Land shall be entitled to receive wastewater service in an amount not to exceed 1,710 LUEs, it being understood and agreed that the wastewater service may be provided by the City or, if the City is unable or refuses to provide such service, by a third party utility provider, including, but not limited to a water supply corporation and/or special purpose district.

3.1.4 Impervious Cover: Owners may develop the Project with an Impervious Cover Percentage that does not exceed thirty-five percent (35%) over the entire Project. Owner shall have the right to apportion impervious cover limits on a lot by lot or use by use basis and Owner may apportion such limits as it deems desirable so long as the overall limitation herein specified is not exceeded. Owner may count in density and impervious cover calculations the gross area of the Land.

3.1.4.1 Nonresidential Impervious Cover: Commercial and multifamily impervious cover may reach a maximum of seventy percent (70%) of any given commercial or multifamily tract, provided that the maximum impervious cover for the Land does not exceed thirty-five percent (35%) of the gross area of the Land.

3.1.5 Water Quality Buffer Zones: Development on the Land shall comply with the Water Quality Buffer Zone requirements in the City development regulations. However, it shall be permitted for any given lot/parcel/tract to decrease the width of an established Water Quality Buffer Zone by up to half, provided that: (i) an offsetting increase in the width of the Water Quality Buffer Zone is provided elsewhere on that same lot/parcel/tract; (ii) there is sufficient elevation from the building sites on such lot/parcel/tract from the flood plain to mitigate any reasonable flooding issues; and (iii) such submittal shall only be approved if reviewed and recommended by the City Engineer with sufficient analysis being provided to establish equivalent protection within the same sub-basin. Further, development restrictions within any expanded Water Quality Buffer Zone shall be identical to those in the Water Quality Buffer Zone established in the applicable City development regulations.

3.2 Project Approvals & Entitlements:

3.2.1 Conceptual Plan: The City confirms that the Conceptual Plan attached as *Exhibit D* complies with the City's Master Plan and Interim Comprehensive Plan, and that the Conceptual Plan has been approved by all requisite City departments, boards and commissions and by the City Council. The City approves the land uses, densities, reservations of land for public purposes, exceptions, utility and roadway alignments and sizing and other matters shown on the Conceptual Plan. The City's execution of this Agreement shall be deemed to be the approval of the Conceptual Plan, *Exhibit D* on which the Preliminary Plats for development of the Land will be based.

3.2.2 Phasing of Development: The calculation of impervious cover, lot averaging and similar requirements shall be determined and calculated on a whole project basis. Each plat filed with the City shall contain a chart indicating the amount of impervious cover and LUE use required for the entire Land, 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. Any portion of the Property may be replatted to change the use or designation of that previously platted portion so long as the entire platted portion of the Property meets the requirements of this Agreement, including impervious cover, lot averaging and similar requirements herein. So long as this Agreement remains in effect, such replatting shall be deemed controlled by this Agreement as if the same were an original platting of such replatted portions.

3.3 Further Approvals: Upon the Effective Date of this Agreement, Owners may develop the Land consistent with this Agreement. Any future approvals granted in writing by the City for such development will become a part of the Project Approvals.

- 3.4 Standard for Review:** The City's review and approval of any submissions by Owner will not be unreasonably withheld or delayed. The City will review any plans, plat or other filing by Owner in accordance with the applicable City's ordinances, state law and this Agreement. If any submittal is not approved, the City will provide written comments to Owner specifying in detail all of the changes that will be required for the approval of the submittal.
- 3.5 Approvals & Appeals:** The City acknowledges that timely City reviews are necessary for the effective implementation of Owner's development program. Therefore, the City agrees that it will comply with all statutory and internal City time frames for development reviews. The City further agrees that if, at any time, Owner believes that an impasse has been reached with the City staff on any development issue affecting the Project or if Owner wishes to appeal any decision of the City staff regarding the Project; then Owner may immediately appeal in writing to the City Council requesting a resolution of the impasse at the next scheduled City Council meeting, subject to compliance with all timetables required by the open meeting laws.
- 3.6 Concept Plan Amendments:**
- 3.6.1** Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the Conceptual Plan may become necessary due to changes in market conditions or other factors. In order to provide flexibility with respect to certain details of the development of the Project, Owner may seek changes in the location and configuration of the residential and/or commercial use lots shown on the Conceptual Plan, including changes within the proposed residential, commercial or open space areas shown on the Conceptual Plan. Such changes will only require an administrative amendment to the Conceptual Plan so long as there are no increases to the density of the Land or adverse impacts to traffic, utilities, stormwater discharges, or water quality.
- 3.6.2** The City Administrator shall be responsible for consideration and approval of such administrative amendments to the Concept Plan. The City Administrator may defer such approval to the Planning and Zoning Commission and the City Council at the City Administrator's discretion. Further, minor changes that may impact traffic, utilities and stormwater discharges, and water quality, that are proposed for the Conceptual Plan that do not result in an increase in the overall density of development of the Land and which otherwise comply with the Applicable Rules and this Agreement may be approved by the Planning and Zoning Commission and the City Council. Similarly, minor variations of a preliminary plat or final plat from the Conceptual Plan that are approved by the City Administrator that do not increase the overall density of development of the Land or increase the overall Impervious Cover limit of thirty-five percent (35%), and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Conceptual Plan.
- 3.7 Term of Approvals:** The Conceptual Plan and any preliminary plat or final plat approved pursuant to this Agreement will be effective for the longer of (i) the term of this Agreement unless otherwise agreed by the Parties or (ii) the term contained in the applicable subdivision ordinance.

- 3.8 Extension of Permits & Approvals:** Any permit or approval under this Agreement or granted by the City pursuant to, or in accordance with, this Agreement shall be extended for any period during which performance by any Owner is prevented or delayed by action of a court or administrative agency, or an Owner is delayed due to failure to receive a governmental permit despite demonstrable diligent efforts to obtain said permit. In no instance shall any permits or approvals be extended beyond the fifteen year duration of this Agreement.
- 3.9 Initial Brush Removal:** Owner may mechanically remove brush without material soil surface disruption prior to receiving approval of plats in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. This section 3.9 will not prevent Owner from removing brush in accordance with any federal programs, including the United States Department of Agriculture Natural Resources Conservation Service's Environmental Quality Incentives Program.
- 3.10 Building Code:** Owners agree that all habitable buildings shall be constructed in accordance with all building or construction codes that have been adopted by the City. 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.
- 3.11 Fiscal Security for Improvements:** Owner shall not be required to provide fiscal security prior to any final plan approval provided that the Owner agrees to construct improvements in a manner approved by the City Engineer. The City Engineer may require the Owner to post a bond at the time of final plat approval to assure that improvements are constructed as proposed if the City Engineer determines that there is some question regarding construction of the improvements. The City Engineer may also require construction and maintenance bonds for improvements.
- 3.12 Deed Restrictions:** Owners agree that all restrictive covenants for the Project shall reinforce the provisions of this section and applied to all builders and subsequent buyers, and shall be appropriately drafted and filed to effectuate this intent and Agreement.
- 3.13 Fire Protection:** Owner, and upon creation, each District, to the extent allowed by law, shall pursue all required approvals for, and, upon approval, will implement and finance a fire protection plan to provide fire protection services within the Project's boundaries in accordance with and subject to Section 49.351, Texas Water Code, applicable regulations of the TCEQ, and Applicable Rules, including, but not limited to, all fire codes adopted by the City and Hays County Emergency Services District #6, as amended. Owners shall submit to City plans for emergency access points (e.g., crash gates) during the platting phase of development.
- 3.14 Infrastructure Construction & Inspections:** Owner, and upon creation, each District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries, unless otherwise agreed to by Owner and the City. The City will have the right to review and approve all plans and specifications for such infrastructure during the Site Development Permit process, and to inspect all such infrastructure during construction and prior to acceptance for operation and maintenance. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City for review and approval. All water, wastewater, and drainage

infrastructure within the Land shall be designed and built in accordance with the rules, regulations and specifications of the City and TCEQ, which rules, regulations and specifications are adopted as the governing rules, regulations and specifications for the water utility infrastructure constructed to serve the Project. All water, wastewater and drainage infrastructure within the Land shall be subject to City inspections and compliance with City Rules in effect at the time of inspection, as they may be amended from time to time, and TCEQ rules (TCEQ rules will control in the event of conflict). Fees for all inspections by the City or the City's designee under this section shall be paid by the District(s).

ARTICLE 4. FINANCING DISTRICT

4.1 Consent to Creation of District and/or Water Supply Corporation: In accordance with Texas Local Government Code, Section 42.042, the City has considered the creation of conservation and reclamation districts, authorized pursuant to Texas Constitution Article III, Section 52, or Article XVI, Section 59 covering all or portions of the Land (the "Districts"). The City indicates its conceptual support for creation of the Districts pursuant to Section 42.042, Texas Local Government Code at the time of approval of this Agreement. The City's actual consent, if given, shall be evidenced by separate documents. The City agrees that any District may annex or exclude land owned by Owner that is located within the boundaries of the Project and the City's ETJ and may be divided in accordance with Chapters 49, 51, 53 and/or 54, Texas Water Code, or other Water Code provisions that may be applicable, in furtherance of Owners' development goals pursuant to this Agreement. Provided, however, the Parties recognize that the Property may lie within the City's "potential Service Area" in the "Wholesale Water Supply Agreement Between LCRA and the City of Dripping Springs" dated March 11, 2003. The City acknowledges that the Owner may create a water supply corporation to service all or a portion of the Land and consents to such corporation. Additionally, the City's consent is conditioned upon the City being unable or refusing to provide water and/or wastewater services to the Property.

4.4 Infrastructure Construction & Inspections: Each District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries, unless otherwise agreed to by Owner and the City. The City will have the right to review and approve all plans and specifications for such infrastructure during the Site Development Permit process, and to inspect all such infrastructure during construction and prior to acceptance for operation and maintenance. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City for review and approval. All water, wastewater, and drainage infrastructure within the Land shall be designed and built in accordance with the rules, regulations and specifications of the City and TCEQ, which rules, regulations and specifications are adopted as the governing rules, regulations and specifications for the water utility infrastructure constructed to serve the Project. All water, wastewater and drainage infrastructure within the Land shall be subject to City inspections and compliance with City Rules in effect at the time of inspection, as they may be amended from time to time, and TCEQ rules (TCEQ rules will control in the event of conflict). Fees for all inspections by the City or the City's designee under this section shall be paid by the District(s).

4.5 Consent to Wastewater Discharge Facilities: The City understands that the District(s) or corporation formed pursuant to Section 4.1 above, will apply to the TCEQ, or its successor agency, for a permit to treat and dispose wastewater generated by the development that is subject to this Agreement. The City reserves its right to comment on Owner's submission of such an application and order by the TCEQ.

ARTICLE 5. AUTHORITY

5.1 Term:

5.1.1 Initial Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter ("Initial Term"), unless sooner terminated under this Agreement; provided, however, this Agreement may be extended for a longer duration not to exceed an additional fifteen (15) years upon mutual agreement of the Parties.

5.1.2 Expiration. After the Initial Term and any extension(s), this Agreement will be of no further force and effect, except that termination will not affect any right or obligation previously granted.

5.1.3 Termination or Amendment. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City and Owner or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and Owner of only the portion of the Land affected by the amendment or termination.

5.2 Authority: This Agreement is entered under the statutory authority of Chapter 212, Subchapter G, *Texas Local Government Code*. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in 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, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.

5.3 Applicable Rules: As of the Effective Date, Owner has initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with Chapter 245, *Texas Local Government Code*, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals and this Agreement. Further, the City agrees that, upon the Effective Date, Owner has vested authority to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.

5.4 Right to Continue Development: In consideration of Owner's agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Land if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owner's obligations or decreasing Owner's rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

5.5 Equivalent Substitute Obligation: If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and *bona fide* threat to public safety that prevents performance or requires different performance, subsequent conditions that would legally excuse performance under this Agreement, or, the Parties agree to cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

5.6 Cooperation:

5.6.1 The City and Owner each agrees to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

5.6.2 The City agrees to cooperate with Owner in connection with any waivers or approvals Owner may desire or require to obtain from the County in connection with the development of the Land and a deferral of the County's plat and plan approval powers to the City for all plats and public infrastructure within the Project, other than roadway infrastructure that will be dedicated to the County for operation and maintenance after construction. Roads that will be dedicated to the County for operation and maintenance shall be subject to County review, inspection and approval prior to dedication to the County.

5.6.3 The City acknowledges that the Owner and/or HOA may in the future seek State or federal grant matching funds to finance certain park, recreational and environmental facilities within the Project. The City agrees to cooperate with and support these efforts to obtain grant funding that do not interfere with or conflict with the City's efforts to secure similar funding, including entering into joint use agreements with the Owner and or HOA, in furtherance of the City's goal of making additional park, environmental and recreational facilities available to the area. Provided, however, that the City will have no financial obligation associated with this activity.

5.7 Litigation: In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owner and the City 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 of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. Owner agrees to defend and indemnify the City for any litigation expenses, including court costs and attorneys fees, related to defense of this Agreement. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

ARTICLE 6. GENERAL PROVISIONS

6.1 Assignment & Binding Effect:

- 6.1.1** This Agreement, and the rights and obligations of Owner hereunder, may be assigned by Owner to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.
- 6.1.2** If Owner assigns its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owner will be non-severable, and Owner will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.
- 6.1.3** The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.
- 6.2 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.
- 6.3 Governing Law, Jurisdiction & Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies 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 that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.
- 6.4 No Third Party Beneficiary:** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.
- 6.5 Mortgagee Protection:** This Agreement will not affect the right of Owner to encumber all or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project ("Lender") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owner and its Lenders' representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any

requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City agrees as follows:

- 6.5.1 Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Land.
- 6.5.2 The City will, upon written request of a Lender given in compliance with Section 5.1.2, consider providing the Lender with a copy of any written notice of default given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.
- 6.5.3 In the event of default by Owner under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owner, either under this Agreement or under the notice of default.
- 6.5.4 Any Lender who comes into possession of any portion of the Land by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Owner arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of Owner under this Agreement that relate to the property in question have been paid or performed.
- 6.6 **Certificate of Compliance:** Within thirty (30) days of written request by either Party given accordance with Section 6.17, the other Party will execute and deliver to the requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this 30-day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party. The City Administrator or Planning Director will be authorized to execute any requested certificate on behalf of the City.
- 6.7 **Default:** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to 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. The City may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein.
- 6.8 **Remedies for Default:** If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific

performance or writ of mandamus, or to terminate this Agreement. In the event of a default by the City, Owner will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

- 6.9 Reservation of Rights:** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.
- 6.10 Attorneys Fees:** The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorneys fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.
- 6.11 Waiver:** Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.
- 6.12 Entire Agreement:** This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties. An amendment to this Agreement may only be approved by an affirmative vote of at least three of the five (3 of 5) members of the City Council.
- 6.13 Exhibits, Headings, Construction & Counterparts:** All exhibits 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*. Each of the Parties 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 its exhibits. 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 only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.
- 6.14 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.
- 6.15 Authority for Execution:** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in

conformity with City ordinances and other applicable legal requirements. Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its authority.

- 6.16 Property Rights:** Owner expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Land, and the Project so long as this Agreement is in effect.
- 6.17 Notices:** Any notices or approvals under this Agreement must be in writing may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

CITY:

Original: City Administrator
City of Dripping Springs
P. O. Box 384
Dripping Springs, Texas 78620
Fax: (512) 858-5646

Copy to: Bojorquez Law Firm, PC
Attention: Alan J. Bojorquez
12325 Hymeadow Dr., Ste. 2-100
Austin, Texas 78750
Fax: (512) 250-0749

OWNER:

Original: Anarene Investments Ltd.
c/o Graham Hill
2800 JPMorgan Chase Tower
600 Travis
Houston, TX 77002
Fax (713) 229-2618

Copy to: Baker & Robertson
Attn: Rex G. Baker, III
P O Box 718
Dripping Springs, Texas 78620

Either City or Owner may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten days prior to the date such change is effected. All notices under this Agreement will be deemed given on the earlier of the date personal delivery is effected or on the delivery date or attempted delivery date shown on the return receipt or facsimile confirmation.

6.18 Exhibits: The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- | | | |
|-----------|---|-------------------------|
| Exhibit A | - | Description of the Land |
| Exhibit B | - | Survey of Parkland |
| Exhibit C | - | Hill Tops Preservation |
| Exhibit D | - | Concept Plan |
| Exhibit E | - | Variance List |
| Exhibit F | - | Approved Plant List |

STATE OF TEXAS

§

§

COUNTY OF HAYS

§

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below, to be effective on the date the last party signs.

CITY OF DRIPPING SPRINGS:

By:

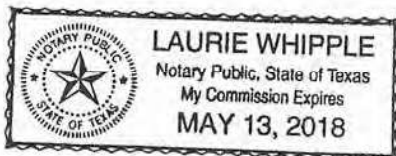
Todd Purcell
Todd Purcell, Mayor

Date:

1/13/2015

This instrument was acknowledged on this 13th day of January, 2015 by **Todd Purcell**, Mayor of the City of Dripping Springs, Texas, a Texas general law municipality, on behalf of said municipality.

Laurie Whipple
Notary Public, State of Texas



STATE OF TEXAS
COUNTY OF HAYS

§
§
§

OWNER:

Anarene Investments Ltd.
a Texas limited partnership
by its general partner:
Anarene Management, LLC
a Texas limited liability company

By: *J. Graham Hill*
Title: Manager

Date: 8/13/2015

This instrument was acknowledged before me of this 13th day of August, 2015 by J. Graham Hill, Manager of Anarene Management, LLC, a Texas limited liability company, which is the general partner of Anarene Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Kate Van Cleef
Notary Public, State of Texas

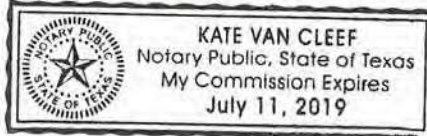
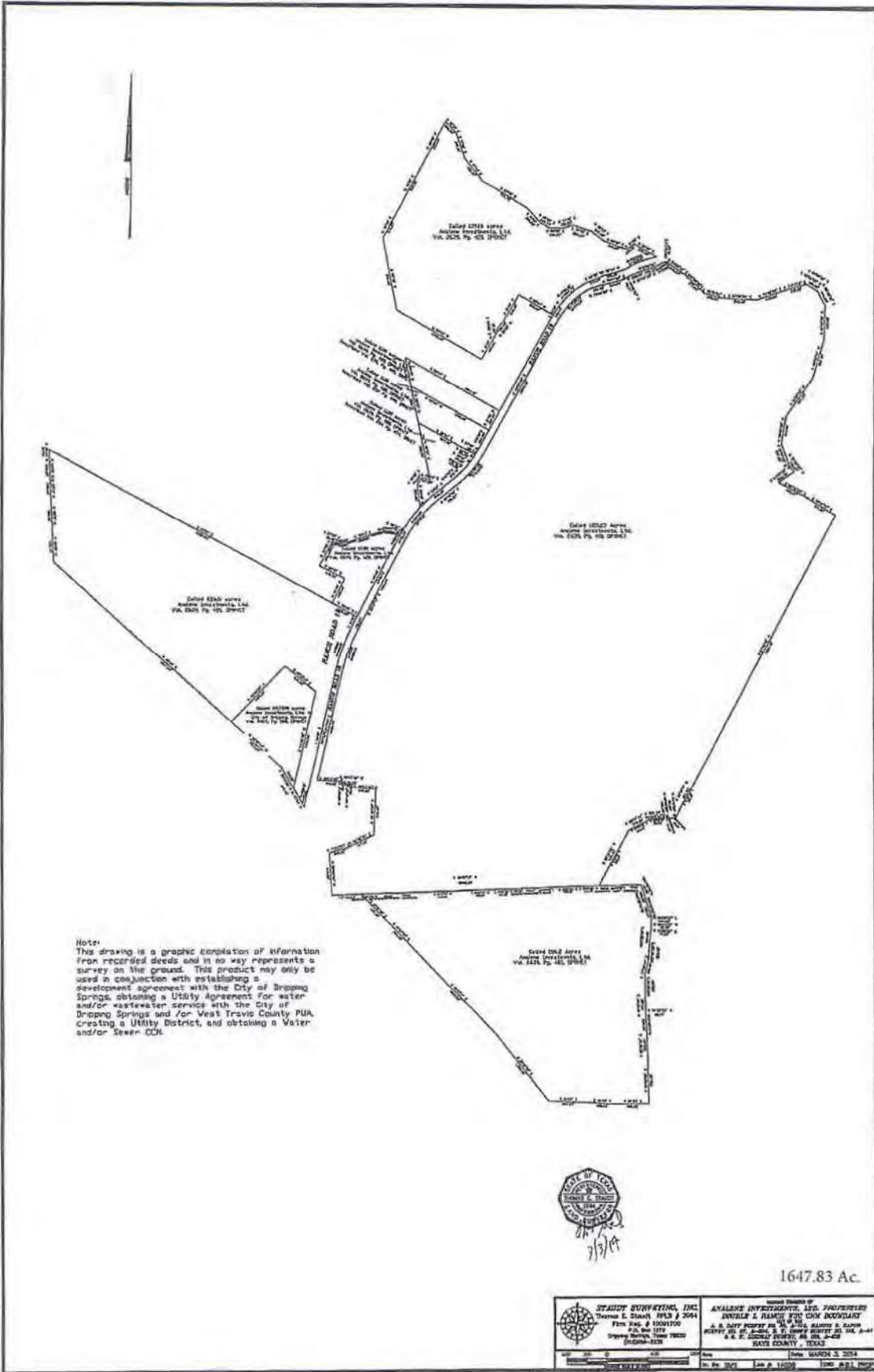


Exhibit A
Description of the Land



STATE OF TEXAS
COUNTY OF HAYS

CALLED 1647.83 ACRES
DOUBLE L RANCH WSC
CCN BOUNDARY

DESCRIPTION

DESCRIPTION OF EIGHT (8) PARCELS OF LAND (1) CALLED TO BE 1051.23 ACRES OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, THE MARCUS D. RAPER SURVEY NO. 37, A-394, AND THE EDWARD W. BROWN SURVEY NO. 136, A-44, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 410, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS, (2) CALLED TO BE 206.2 ACRES OF LAND OUT OF THE EDWARD W. BROWN SURVEY NO. 136, A-44, AND THE PHILIP A. SMITH SURVEY NO. 26, A-415, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 403, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (3) CALLED TO BE 139.16 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 1, (4) CALLED TO BE 11.02 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 39, A-148, DESCRIBED AS TRACT 2, (5) CALLED TO BE 11.00 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 3, (6) CALLED TO BE 11.05 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 4, (7) CALLED TO BE 226.11 ACRES OUT OF THE EDWARD W. BROWN SURVEY NO. 136, A-44, DESCRIBED AS TRACT 5, SAVE AND EXCEPT 25.7398 ACRES DESCRIBED IN A DEED TO THE CITY OF DRIPPING SPRINGS, OF RECORD IN VOLUME 4467, PAGE 508, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND (8) CALLED TO BE 17.80 ACRES OUT OF THE GEORGE W. LINDSEY SURVEY NO. 138, A-280, AND THE EDWARD W. BROWN SURVEY NO. 136, A-44, (3-8) ALL DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 420, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. THE FOLLOWING DESCRIPTION IS A COMPILATION OF INFORMATION FROM THE ABOVE MENTIONED DEEDS OF RECORD AND IN NO WAY REPRESENTS A SURVEY ON THE GROUND.

BEGINNING in the easterly right-of-way of Ranch Road 12, at the northwest corner of said 1051.23 acre tract;

THENCE, with the northerly and easterly lines of said 1051.23. acre tract the following twenty-five (25) courses:

- 1) N 84° 54' 13" E, 41.10 feet;
- 2) S 54° 58' 12" E, 349.54 feet;
- 3) S 46° 30' 30" E, 373.94 feet;
- 4) S 75° 31' 52" E, 280.39 feet;
- 5) S 87° 28' 36" E, 509.18 feet;
- 6) N 70° 52' 58" E, 436.06 feet;
- 7) N 74° 15' 19" E, 335.56 feet;
- 8) S 60° 04' 22" E, 195.80 feet;
- 9) S 28° 26' 22" E, 244.50 feet;

- 10) S 01° 37' 38" W, 503.50 feet;
- 11) S 16° 09' 38" W, 587.50 feet;
- 12) S 34° 41' 38" W, 697.70 feet;
- 13) S 09° 57' 38" W, 414.80 feet;
- 14) S 20° 16' 22" E, 327.40 feet;
- 15) S 37° 29' 22" E, 126.60 feet;
- 16) S 54° 33' 38" W, 280.20 feet;
- 17) S 62° 30' 22" E, 466.67 feet;
- 18) S 58° 21' 22" E, 511.36 feet;
- 19) S 27° 42' 18" W, 4426.48 feet;
- 20) S 28° 10' 17" W, 681.80 feet;
- 21) S 74° 11' 39" W, 55.56 feet;
- 22) N 84° 50' 56" W, 102.00 feet;
- 23) S 84° 06' 42" W, 231.74 feet;
- 24) S 63° 17' 48" W, 345.25 feet;
- 25) S 28° 25' 33" W, 932.33 feet to a point in the north line of said 206.2 acre tract;

THENCE, with the north line of said 206.2 acre tract the following three (3) courses:

- 1) S 88° 04' 36" E, 289.83 feet;
- 2) N 87° 27' 18" E, 140.37 feet;
- 3) S 86° 01' 32" W, 184.97 feet to the northeast corner of said 206.2 acre tract;

THENCE, with the east line of said 206.2 acre tract the following fifteen (15) courses:

- 1) S 24° 30' 16" E, 46.65 feet;
- 2) S 15° 29' 56" E, 280.55 feet;
- 3) S 15° 36' 02" E, 182.44 feet;
- 4) S 06° 30' 37" W, 104.00 feet;
- 5) S 02° 19' 28" E, 55.08 feet;
- 6) S 14° 50' 58" W, 71.24 feet;
- 7) S 07° 20' 07" W, 154.45 feet;
- 8) S 07° 07' 05" W, 263.18 feet;
- 9) S 17° 20' 44" W, 196.99 feet;
- 10) S 01° 55' 39" W, 330.60 feet;
- 11) S 01° 28' 16" W, 273.89 feet;
- 12) S 04° 26' 22" E, 42.77 feet;
- 13) S 00° 29' 14" E, 238.72 feet;
- 14) S 00° 26' 31" W, 353.54 feet;
- 15) S 01° 05' 28" W, 706.28 feet to the southeast corner of said 206.2 acre tract;

THENCE, with the south line of said 206.28 acre tract, the following three (3) courses:

- 1) N 87° 23' W, 482.22 feet;
- 2) N 84° 43' W, 425.43 feet;
- 3) N 84° 47' W, 587.97 feet to the southwest corner of said 206.2 acre tract;

THENCE, with the westerly line of said 206.2 acre tract, the following four (4) courses:

- 1) N 35° 19' 20" W, 1263.76 feet;

- 2) N 41° 23' 11" W, 1696.56 feet;
- 3) N 41° 43' 03" W, 764.40 feet;
- 4) N 41° 16' 40" W, 437.00 feet to a point in the south line of said 1051.23 acre tract at the northwest corner of said 206.2 acre tract;

THENCE, S 88° 07' 17" W, approximately 443.3 feet (calculated) to the most southerly southwest corner of said 1051.23 acre tract;

THENCE, with a westerly line of said 1051.23 acre tract, the following nine (9) courses:

- 1) N 03° 04' 29" W, 631.00 feet;
- 2) N 74° 12' 57" E, 295.30 feet;
- 3) N 64° 28' 29" E, 427.51 feet;
- 4) N 02° 32' 52" E 669.83 feet;
- 5) N 86° 13' 48" W, 349.56 feet;
- 6) N 03° 46' 12" E, 50.00 feet;
- 7) N 86° 13' 48" W, 120.00 feet;
- 8) N 03° 46' 12" E, 40.00 feet;
- 9) N 86° 13' 48" W, 418.83 feet to a point in the west right-of-way line of said Ranch Road 12, at the most westerly southwest corner of said 1051.23 acre tract;

THENCE, S 26° 09' 19" W, across said Ranch Road 12, 456.1 feet (calculated), to the southeast corner of said 226.11 acre tract;

THENCE, N 27° 34' W, with the south line of said 226.11 acre tract, 325.2 feet (calculated) to the southeast corner of said 25.7398 acre tract out of said 226.11 acre tract;

THENCE, N 14° 36' 32" E, with the easterly line of said 25.7398 acre tract, 1469.96 feet;

THENCE, N 49° 13' 13" W, with the northerly line of said 25.7398 acre tract, 598.82 feet;

THENCE, S 45° 59' 39" W, with the westerly line of said 25.7398 acre tract, 1153.28 feet to a point in the south line of said 226.11 acre tract, at the southwest corner of said 25.7398 acre tract;

THENCE, N 46° 16' W, with the southerly line of said 226.11 acre tract, 4567.50 feet to the southwest corner of said 226.11 acre tract;

THENCE, with the west line of said 226.11 acre tract, the following five (5) courses:

- 1) N 00° 25' W, 453.14 feet;
- 2) N 00° 31' W 460.69 feet;
- 3) N 00° 13' W, 335.96 feet;
- 4) N 00° 10' W, 332.87 feet;
- 5) N 00° 02' E, 70.40 feet to the northwest corner of said 226.11 acre tract;

THENCE, S 60° 00' E, with the northerly line of said 226.11 acre tract, 4804.0 feet (calculated) to the southwest corner of said 17.80 acre tract;

THENCE, with the westerly line of said 17.80 acre tract, the following three (3) courses:

- 1) N 29° 48' E, 406.76 feet;
- 2) N 62° 27' W, 425.33 feet;
- 3) N 29° 48' E, 385.15 feet passing the southerly right-of-way line of a 50 foot roadway easement, and continuing for a total distance of 410.34 feet to a point in the centerline of said roadway easement at the northwest corner of said 17.80 acre tract;

THENCE, with the centerline of said right-of-way easement, the following five (5) courses:

- 1) S 67° 33' E, 21.40 feet;
- 2) A curve to the left having an arc distance of 192.52 feet, the chord of which bears S 86° 40' E, 188.97 feet;
- 3) N 74° 13' E, 544.89 feet;
- 4) A curve to the right having an arc distance of 192.03 feet, the chord of which bears S 86° 04' E, 188.26 feet;
- 5) S 66° 20' E, 109.07 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeast corner of said 17.80 acre tract;

THENCE, with the westerly right-of-way line of said Ranch Road 12, a curve to the right having a radius of 1959.86 feet, an arc distance of 511.4 feet, and a chord which bears N 36° 06' 22" E, 510.0 feet (calculated) to the most southerly corner of said 11.05 acre tract;

THENCE, with the westerly line of said 11.05 acre tract, said 11.00 acre tract, and said 11.02 acre tract, the following four (4) courses:

- 1) N 04° 48' W, 327.50 feet;
- 2) N 41° 55' E, 114.00 feet;
- 3) S 75° 06' E, 117.50 feet;
- 4) N 09° 37' W, at 852.55 feet passing the northwesterly corner of said 11.05 acre tract, same being the southwesterly corner of said 11.00 acre tract, at 1402.67 feet, passing the northwesterly corner of said 11.00 acre tract, same being the southwesterly corner of said 11.02 acre tract, and continuing for a total distance of 1833.86 feet to the northwesterly corner of said 11.02 acre tract;

THENCE, S 58° 44' E, with the northerly line of said 11.02 acre tract, 1614.18 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeasterly corner of said 11.02 acre tract;

THENCE, N 29° 01' 42" E, with the westerly right-of-way line of said Ranch Road 12, 1614.9 feet (calculated) to the most easterly southeast corner of said 139.16 acre tract;

THENCE, N 58° 44' W, with the easterly south line of said 139.16 acre tract, 600.00 feet to an ell corner of said 139.16 acre tract;

THENCE, with an easterly line of said 139.16 acre tract, the following four (4) courses:

- 1) S 31° 16' W, 446.38 feet;
- 2) S 39° 56' W, 156.68 feet;

- 3) S 08° 04' E, 37.25 feet;
- 4) S 31° 16' W, 469.92 feet to the most southerly southeast corner of said 139.16 acre tract;

THENCE, N 58° 44' W, with the westerly south line of said 139.16 acre tract, 1466.48 feet to the most southerly southwest corner of said 139.16 acre tract;

THENCE, with the westerly line of said 139.16 acre tract, the following four (4) courses:

- 1) N 09° 36' W, 910.69 feet;
- 2) N 29° 46' E, 541.97 feet;
- 3) N 29° 51' E, 867.20 feet;
- 4) N 29° 58' E, 537.44 feet to the northwest corner of said 139.16 acre tract;

THENCE, with the northerly line of said 139.16 acre tract, the following thirteen (13) courses:

- 1) S 42° 30' E, 225.80 feet;
- 2) S 17° 52' E, 395.01 feet;
- 3) S 37° 43' E, 432.07 feet;
- 4) S 57° 56' E, 741.70 feet;
- 5) S 41° 58' E, 328.55 feet;
- 6) S 59° 20' E, 143.73 feet;
- 7) S 88° 59' E, 220.97 feet;
- 8) N 74° 41' E, 139.23 feet;
- 9) S 70° 49' E, 284.34 feet;
- 10) S 52° 43' E, 247.45 feet;
- 11) S 68° 29' E, 358.25 feet;
- 12) N 51° 55' E, 134.38 feet;
- 13) S 58° 25' E, 379.90 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeast corner of said 139.16 acre tract;

THENCE, S 56° 03' 31" E, across said Ranch Road 12, 137.2 feet (calculated), to the POINT OF BEGINNING. THE BEARINGS AND DISTANCES SHOWN HEREON ARE THOSE OF THE RECORDED DEEDS AND MAY NOT REPRESENT A CLOSED FIGURE. THIS PRODUCT MAY ONLY BE USED IN CONJUNCTION WITH ESTABLISHING A DEVELOPMENT AGREEMENT WITH THE CITY OF DRIPPING SPRINGS, OBTAINING A UTILITY AGREEMENT FOR WATER AND/OR WASTEWATER SERVICE WITH THE CITY OF DRIPPING SPRINGS AND/OR WEST TRAVIS COUNTY PUA, CREATING A UTILITY DISTRICT, AND OBTAINING A WATER AND/OR SEWER CNN.

Description accompanied by drawing.

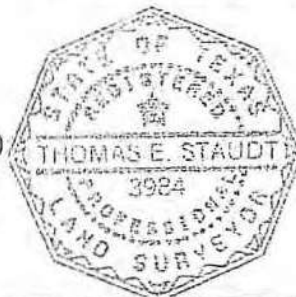
Prepared by: Staudt Surveying, Inc.

P.O. Box 1273

Dripping Springs, Texas 78620

512-858-2236

Firm Reg. No. 10091700



Thomas E. Staudt

Thomas E. Staudt

Registered Professional Land Surveyor No. 3984

3/3/14

Date

**FIELD NOTES DESCRIPTION FOR 29.78 ACRES OF
THE HAZY HILLS RANCH IN HAYS COUNTY,
TEXAS**

Exhibit A

Being all of a certain tract or parcel of land containing 29.78 acres, more or less, out of Edward Brown Survey No. 136, Abstract No. 44, in Hays County, Texas, part of 1539.45 acres conveyed from Susan Townes Parker Gesford to Paul Pressler Family Generation Skipping Trust, et al, by a General Warranty Deed executed the 7th day of November, 2001, and recorded in Volume 1911 at Page 481 of the Official Public Records of Hays County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake found at a fence corner, a reentrant corner of said 1539.45 acres, a north corner of 291 1/4 acres conveyed from Fred J. Morris, et ux, to Cynosure Corporation by a Warranty Deed executed the 6th day of February, 1973, and recorded in Volume 258 at Page 123 of the Deed Records of Hays County, Texas; which point bears 6662.22 ft. N29°40'51"W. from a 60'd nail set in a rock mound found at or near the southeast corner of said Survey No. 136;

THENCE, along or near a fence, with the common line between said 1539.45 and 291 1/4 acres, S60°36'50"W., 1551.06 ft. to a 1/2" iron pipe found for the north common corner between said 291 1/4 acres and 206.2 acres conveyed from Jaye Wright, Trustee, to John Luke Hill, Jr., by a Warranty Deed executed the 3rd day of July, 1990, and recorded in Volume 852 at Page 247 of the Official Public Records of Hays County, Texas;

THENCE, along or near a fence (along and possibly overlapping ±0.03 acre of said 206.2 acres), with the south line of said 1539.45 acres, N89°16'39"W., 614.05 ft. to a 1/2" iron pipe found at a fence corner for the most westerly corner of said 1539.45 acres, a southeast corner of 1051.23 acres conveyed from John L. Hill, Jr., et ux, to Melinda Hill Perrin, et al, by a Warranty Deed executed the 31st day of December, 1999, and recorded in Volume 1619 at Page 471 of the Official Public Records of Hays County, Texas;

THENCE, along or near a fence, with the common line between said 1539.45 and 1051.23 acre tracts, N30°04'19"E., at approximately 493 ft. passing 10 ft. S60°E. from a fence angle post, then continuing not along a fence for a total distance of 932.29 ft. to a 1/2" iron stake found in the bed of a creek; N65°02'34"E., along the creek bed, 345.19 ft. to a 1/2" iron stake set in an X found marked on rock; N85°37'07"E., 231.56 ft. to a found 1/2" iron stake; S82°33'09"E., 101.97 ft. to a set 1/2" iron stake; N73°02'04"E., 55.50 ft. to a set 1/2" iron stake; N29°57'45"E., at approximately 63 ft. crossing a fence, at approximately 68 ft. passing approximately 9 ft. N60°W. from a fence angle post, at approximately 135 ft. passing approximately 3 ft. N60°W. from a fence angle post, then continuing along or near a fence for a total distance of 681.05 ft. to a 1/2" iron stake found in a rock mound for the north corner of the herein described tract;

THENCE, upon, over and across said 1539.45 acres, S29°36'26"E., 931.41 ft. to the PLACE OF BEGINNING.

I hereby certify that this field notes description and accompanying plat are accurate representations of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or Corners; that all property corners are as stated. (Bearing basis = True north based on GPS observations)

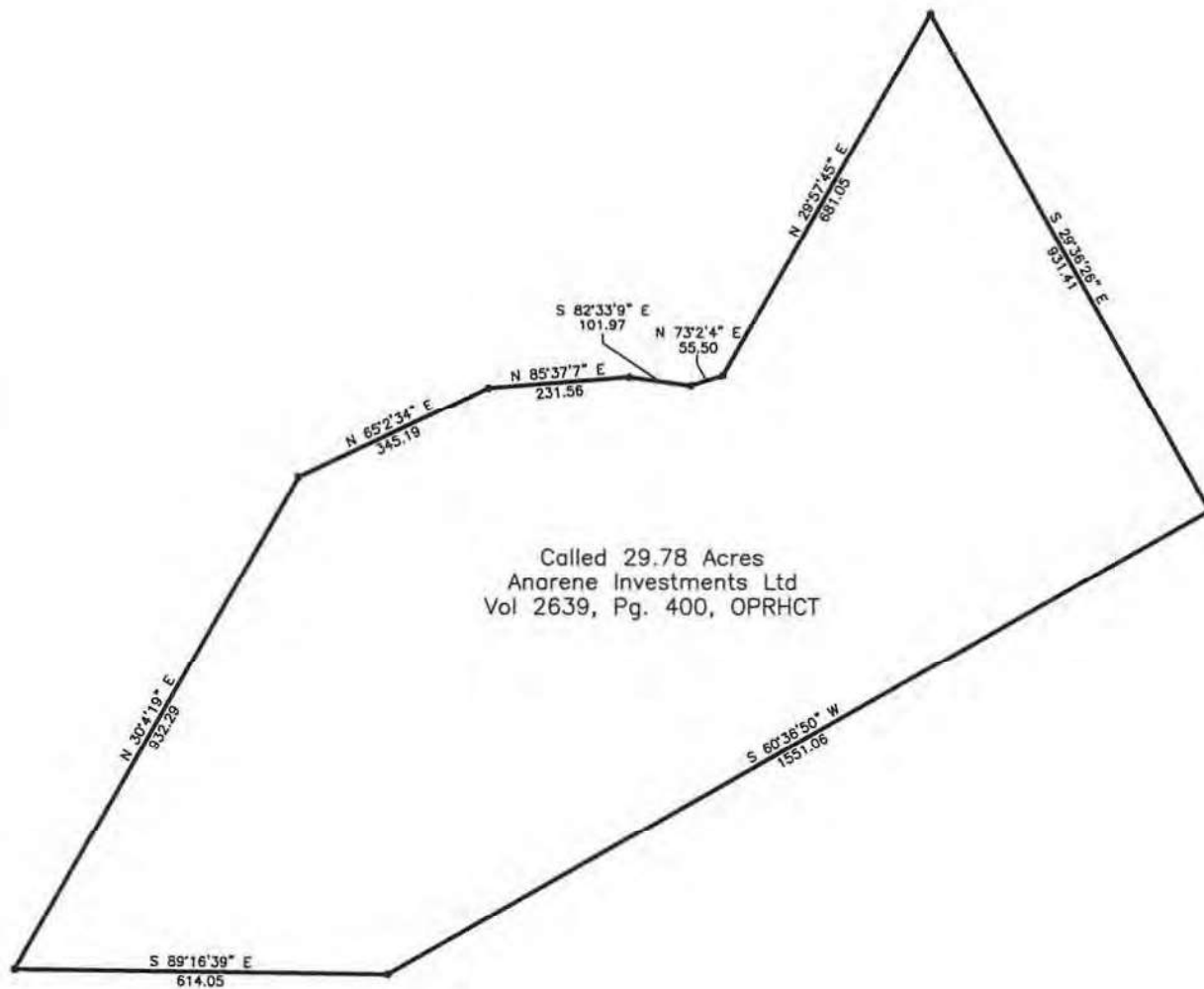
Dates surveyed: March 2nd thru March 17th and April 9th, 2004
Dated this 4th day of May, 2004

Mike A. Grogan
Registered Professional Land Surveyor No. 5296



GROGAN SURVEYING • P O. BOX 1356 • 1135 HWY. 173 N • BANDERA, TX 78003 • PH/FAX (830) 796-7177

Filed for Record in:
Hays County
On: Mar 03, 2005 at 10:36A
Document Number: 05005564
Amount: 18.00
Receipt Number - 119751
By:
Lynn Curry, Deputy
Lee Carlisle, County Clerk
Hays County

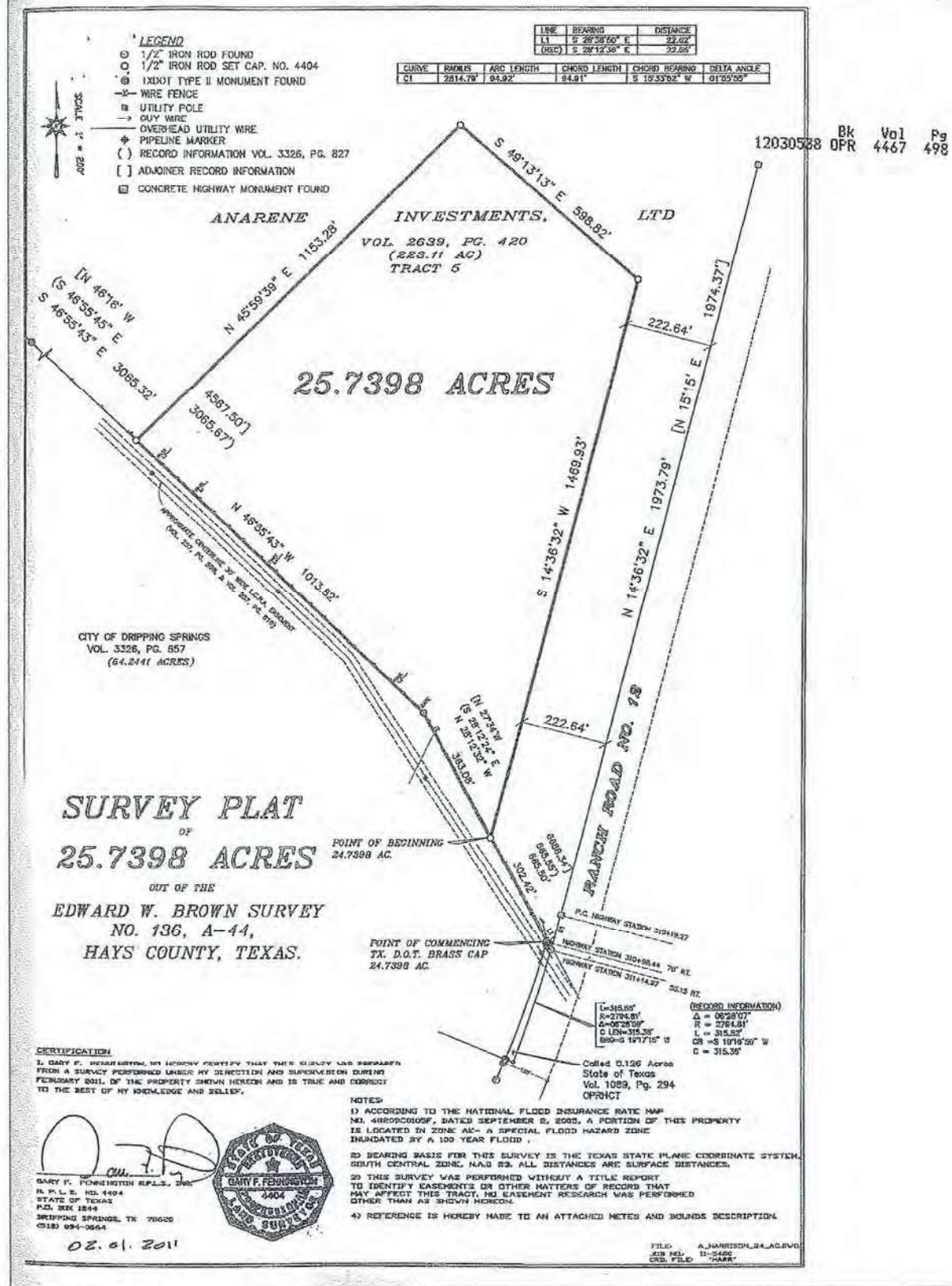


Note:

This sketch was prepared using field notes prepared by Mike A. Grogan, Registered Professional Land Surveyor No. 5296, who certified that the field notes were accurate representations of the property contained therein as determined by a survey made on the ground on March 2 through March 17 and April 9, 2004. Field notes dated May 4, 2004.



Exhibit B
Survey of Parkland

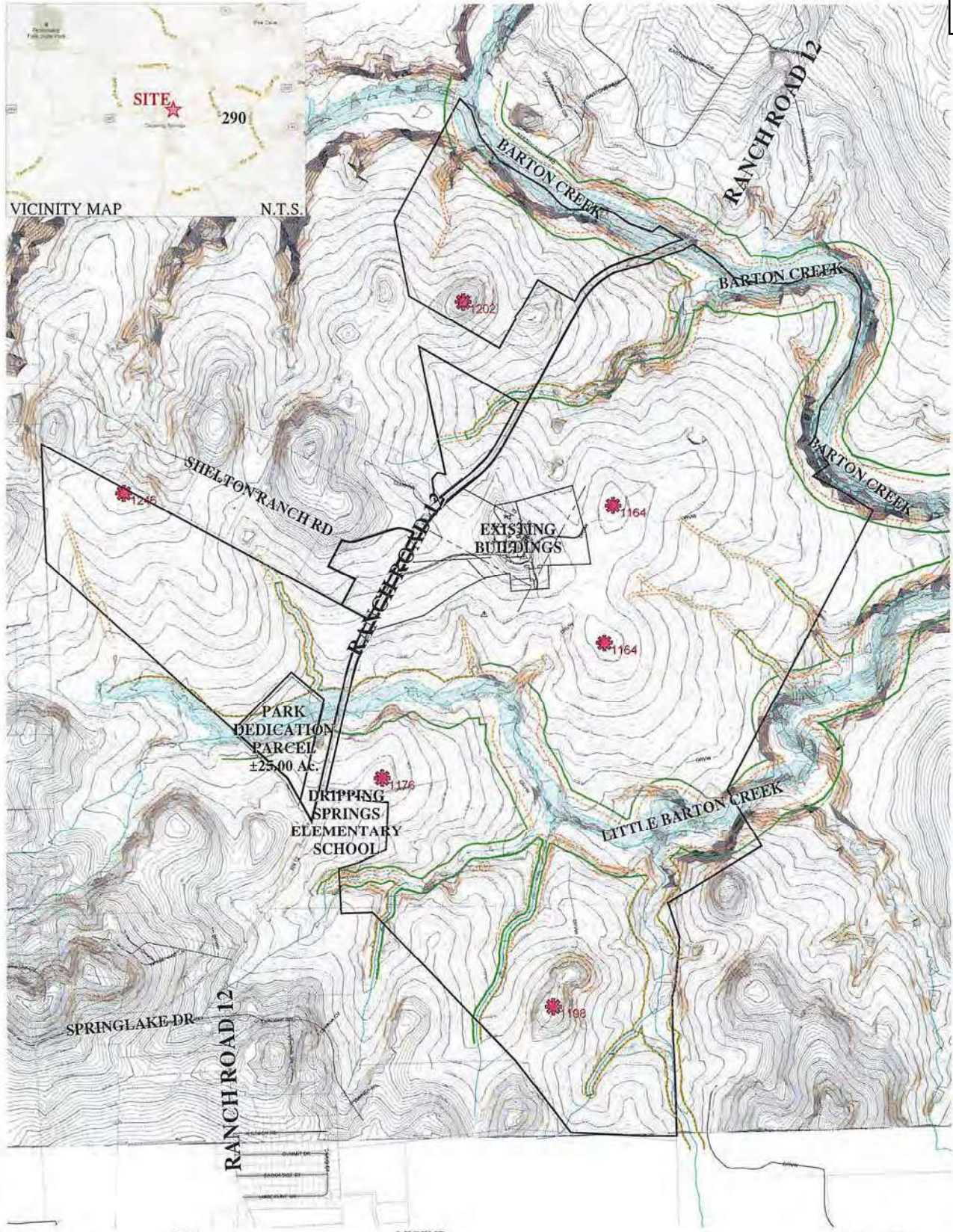


PARKLAND DEDICATION
PARCEL

EXHIBIT B

12.16.14

Exhibit C - Hill Tops Preservation



Color	Layer
	SLOPE - VERY SLIGHT
	SLOPE - SLIGHT
	SLOPE - MODERATE
	SLOPE - SEVERE
	SLOPE - VERY SEVERE

Legend	Range Beg.	Range End	Percent	Area
	0.00	8.00	81.3	59609670.23
	8.00	15.00	13.0	9548315.99
	15.00	25.00	4.1	3040606.34
	25.00	35.00	1.0	724870.89
	35.00	100.00	0.5	401559.76

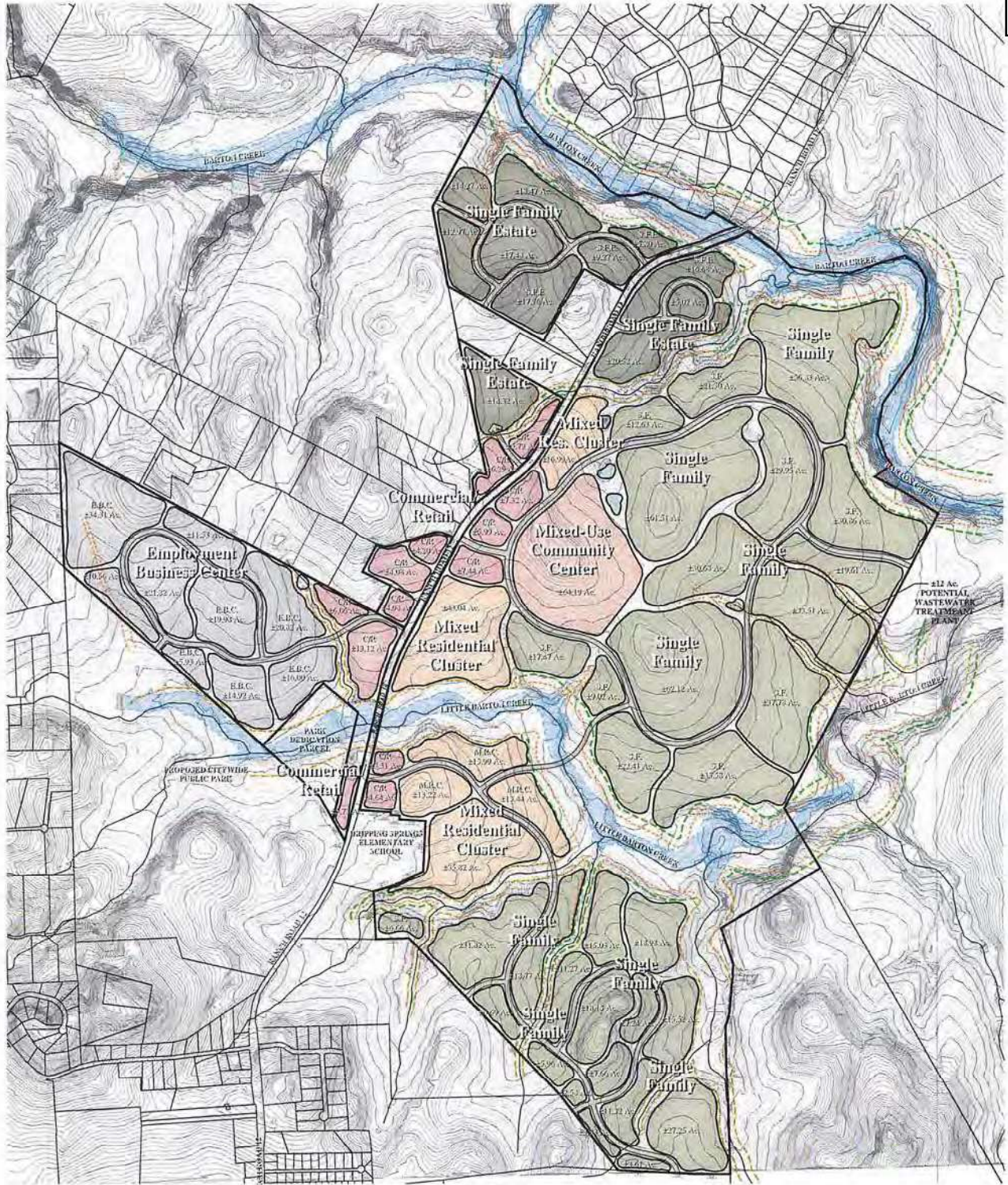
- LEGEND:**
- Hilltop/ High Point
 - CODS Setback (±302.58 Ac.)
 - Floodplain (±71.65 Ac.)
 - Fish & Wildlife Buffer

HILL TOPS PRESERVATION

EXHIBIT C
12.1.14

SCALE: 1" = 600'

Exhibit D
Concept Plan



LAND USE SUMMARY	
Commercial/Retail.....	±83.55 Ac.
Employment Business Center.....	±155.88 Ac.
Mixed-Use Community Center.....	±64.19 Ac.
Mixed-Use Residential.....	±138.49 Ac.
Single Family.....	±692.11 Ac.
Single Family Estate.....	±156.62 Ac.
Development Parcel Total	±1,290.84 Ac.
Proposed Roads	±67.41 Ac.
Open Space	±244.56 Ac.
Floodplain	±74.80 Ac.
Total	±1,677.61 Ac.

- GENERAL NOTES:
- 1) This plan is conceptual in nature and subject to change.
 - 2) Proposed land uses may be revised and/or transferred to other portions of this conceptual plan.
 - 3) Roadway stub outs have been provided except where topographic or land ownership constraints prohibit connectivity to other parcels.
 - 4) Water quality buffer zones indicated by dashed lines may be altered in accordance with the development agreement.

- LEGEND:
- Water Quality Buffer Zone
 - Floodplain
 - Fish & Wildlife Buffer

EXHIBIT D
11.7.14

CONCEPTUAL
MASTER PLAN

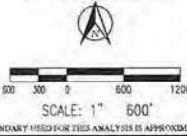


Exhibit E
Variance List

EXHIBIT E
November 6, 2014

EXHIBIT E - LIST OF VARIANCES & ALTERNATIVE STANDARDS					
#	Ordinance	Description	Requirement	Requested Variance	Justification
<i>Chapter 22, Water Quality Protection</i>					
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%	Maximum impervious cover for all site development plans within the Edwards Aquifer will be as tabulated in Section 3.1.4 of the Agreement.	Overall project impervious cover to be 35% maximum.
<i>Chapter 23, Zoning</i>					
2	3.11.4(a),(2)&(3)	Lot Widths and Depths	Width = 100' Depth = 150'	For Residential Use: Width = 50' Depth = 120'	For Residential Use: Width = 50' Depth = 120'
<i>Chapter 28, Subdivisions and Site Development</i>					
3	(Exhibit A), 11.21.1	Residential block lengths	Shall not exceed one thousand two hundred (1,200) feet between centerlines of street intersections	Shall not exceed three thousand (3,000) feet between centerlines of street intersections as per Conceptual Plan due to topography	To respond to topographic conditions.
4	(Exhibit A), 14.6	Minimum Lot Sizes	For lots using surface water and public wastewater system is 0.75 acres	For lots using surface water and public wastewater system is 6,000 square feet	To have the ability to respond to evolving and diversified housing market. To provide a variety of housing types with variety of lot sizes.
5	Section 5.4.3 Dripping Springs	Construction and installation of required public improvements and City utilities	Requires construction and installation of required public improvements & City utilities prior to approval of final plat	Fiscal security not required prior to final plat approval provided the owner agrees to construct improvements in a manner approved by the City Engineer.	Provide necessary flexibility for platting a large scale development.
<i>TCSS</i>					
6	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Minimum Centerline Radius	Urbanized Local = 200 feet Minor Collector = 375 feet Major Collector = 675 feet Minor Arterial = 975 feet	Urbanized Local = 180 feet Minor Collector = 300 feet Major Collector = 500 feet Minor Arterial = 500 feet	Complies with AASHTO standards relative to proposed design speeds. Preserves natural character by minimizing impacts to existing topography.
7	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Minimum Tangent Length	Major Collector = 300 feet Minor Arterial = 500 feet	Major Collector = 150 feet Minor Arterial = 200 feet	Complies relative to proposed design speed.

Exhibit F
Approved Plant List

EXHIBIT F

Approved Plant List

For landscaping, developer, builders, and home owners will follow guidelines as specified for Western Zone, Edwards Plateau in ***Native and Adapted Landscape Plants an earthwise guide for Central Texas Fifth Edition, 2013*** published by Texas A&M Agrilife Extension, City of Austin, and growgreen.org (commonly referred to as Austin Grow Green booklet). Any plant listed as invasive on page 53 of Austin Grow Green Fifth Edition is prohibited from use.



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: July 5, 2022

Agenda Item Wording: **Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Driftwood Subdivision Phase 1 Section 1 Wastewater Retrofit**

Agenda Item Requestor:

Summary/Background: Liberty Civil Construction has completed Wastewater Improvements for Driftwood Subdivision Phase 1 Section 1. City staff has inspected the project throughout all stages of construction. The City Engineer has completed a final inspection and the Design Engineer has 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 AND APPROVING MAINTENANCE
BOND FOR DRIFTWOOD SUBDIVISION PHASE 1 SECTION 1
WASTEWATER RETROFIT**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS,
TEXAS (“CITY”), ACCEPTING WASTEWATER
IMPROVEMENTS AND APPROVING AND ACCEPTING A
MAINTENANCE BOND FOR DRIFTWOOD SUBDIVISION
PHASE 1 SECTION 1 RETROFIT, PROVIDING FOR
EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, Liberty Civil Construction, LLC. (“Contractor”) recently completed and the City Engineer for the City of Dripping Springs has inspected the wastewater improvements (“Improvements”) for Driftwood Subdivision Phase 1 Section 1; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements at Driftwood Subdivision Phase 1 Section 1; and

WHEREAS, the City of Dripping Springs City Council (“City Council”) seeks the Contractor to provide a Maintenance Bond (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, 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 Wastewater Improvements in the Driftwood Subdivision Phase 1 Section 1.
3. The City Council hereby approves and accepts the Contractor's proposed Maintenance Bond No. 2275241, from North American Specialty Insurance Company ("Insurer"), included and attached herein (Attachment "A").
4. Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.
5. 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.
6. This Resolution shall take effect immediately upon passage.
7. 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 day of , 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 Maintenance Bond No. 2275241: Liberty Civil Construction, LLC. and North American Specialty Insurance Company)

**MAINTENANCE
BOND**

North American Specialty Insurance Company
1450 American Lane, Suite 1100, Schaumburg, IL 60173

Bond No.: 2275241

KNOWN ALL BY THESE PRESENTS: That we Liberty Civil Construction, LLC,
 as Principal, and North American Specialty Insurance Company, a corporation
 organized and existing under the Laws of the State of New Hampshire, as Surety, are held
 and firmly bound unto City of Dripping Springs, as Obligee, in the
 total sum of One Million One Hundred Fourteen Thousand Four Hundred Fifty-seven And 80/100
 U.S. Dollars (\$1,114,457.80) for the payment whereof said Principal and Surety bind
 themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated 04-17-2021 for
Driftwood Subdivision Phase One Section One Retrofit - Wastewater, Rainwater Collection and Natural Gas Line Improvements
 ("Work").

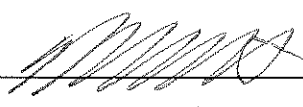
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
 shall maintain and remedy said Work free from defects in materials and workmanship for a
 period of 2 [two] year(s) commencing on from and after date of completion of the Work (the
 "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force
 and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one
 (1) year from the expiration date of the Maintenance Period; provided, however, that if this
 limitation is prohibited by any law controlling the construction hereof, such limitation shall be
 deemed to be amended so as to be equal to the minimum period of limitation permitted by
 such law, and said period of limitation shall be deemed to have accrued and shall commence
 to run on the expiration date of the Maintenance Period.

SIGNED this 22nd day of October, 2021.

Liberty Civil Construction, LLC

(Principal)

By: 

North American Specialty Insurance Company

By: 
 Betty J. Reeh, Attorney-in-Fact

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

GARY W. WHEATLEY, BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON,
ELIZABETH ORTIZ, ANA TOMES, PATRICK COYLE, PATRICIA ANN LYTTLE AND MICHAEL D. HENDRICKSON

JOINTLY OR SEVERALLY

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

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

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

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



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 23rd day of SEPTEMBER, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 23rd day of SEPTEMBER, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of OCT, 2021.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company** at the following address:

**1450 American Lane, Suite 1100
Schaumburg, IL 60173**

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

1- 800-252-3439

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

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

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Washington International Insurance Company and/or North American Specialty Insurance Company**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Washington International Insurance Company and/or North American Specialty Insurance Company's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company** al:

**1450 American Lane, Suite 1100
Schaumburg, IL 60173**

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

1- 800-252-3439

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

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

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



CONSULTING. ENGINEERING. CONSTRUCTION.

December 12, 2021

Mr. Aaron Reed, P.E.
Public Works Director
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620

**RE: Engineer's Concurrence Letter
Driftwood Creek, Phase 1, Section 1 Retrofit**

Dear Aaron:

I, the undersigned professional engineer, have made a final visual inspection of the Driftwood Creek Retrofit, Phase 1, Section 1 construction project. Furthermore, I have walked the project with the contractor, Liberty Civil Construction. I, and other Atwell, LLC staff members, have also visited the project site during construction and observed that the planned infrastructure, including utilities and various site improvements, were constructed in accordance with the approved plans, with insignificant deviations.

Furthermore, it is my understanding that the punch list items have been addressed to the satisfaction of the City of Dripping Springs. I, therefore, verify the adequate completion of the project.

If you have any questions regarding this project, please contact me by phone at (512) 293-1983, or by email at cschedler@atwell-group.com.

Respectfully,
ATWELL, LLC
TBPE Firm No. 12242

Chris Schedler, P.E.
Construction Project Manager



Chris Schedler
12/17/21



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: July 5, 2022

Agenda Item Wording: **Discuss and consider the Appointment of three (3) members to the Planning & Zoning Commission for terms ending June 30, 2024, and the Appointment of the Planning & Zoning Commission Chair for a term of one (1) year.**

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: **Member Responsibilities**

The P&Z shall have all the rights, powers, privileges and authority authorized and granted by the city council and through the statutes of the State of Texas authorizing and granting cities the power of zoning and subdivision regulation as found in chapters 211 and 212 of the Texas Local Government Code, as may be amended.

The P&Z shall be an advisory body and adjunct to the city council and shall make recommendations regarding amendments to the comprehensive plan, changes of zoning, zoning ordinance amendments, and zoning to be given to newly annexed areas, and shall make recommendations regarding the approval of plats of subdivisions as may be submitted to it for review and other planning related matters delegated to the P&Z by the city council.

Member Selection

There is created, in accordance with chapter 211 of the Texas Local Government Code, the "planning and zoning commission," hereafter sometimes referred to as the "P&Z," which shall consist of seven members. A minimum of two of the members shall be residents and registered voters of the City of Dripping Springs. As many as two of the members may be ETJ residents who are registered voters of Hays County. The remaining three members of the P&Z shall be at-large and may either be residents and registered voters of the City of Dripping Springs, or ETJ residents who are registered voters of Hays County.

Membership Requirements

1. Registered voter of Hays County
2. City or ETJ resident

Officer Appointments

The city council shall appoint a chairman from among the membership of the P&Z. The P&Z shall elect from among its membership, a vice-chairperson. The P&Z may elect from among its membership a secretary. Each officer shall hold office for one year or until replaced. The P&Z, at its first meeting on or after June, shall select all the positions.

The P&Z shall also select a member to serve as representative on the Transportation Committee.

Membership

The Commission shall consist of seven members. A minimum of two of the members shall be residents and registered voters of the City of Dripping Springs. As many as two of the members may be ETJ residents who are registered voters of Hays County. The remaining three members of the P&Z shall be at-large and may either be residents and registered voters of the City of Dripping Springs, or ETJ residents who are registered voters of Hays County.

Members of the P&Z may serve simultaneously on any other city board or commission, except for the city council or the board of adjustment.

Current Members- NR, no residency (outside of City and ETJ)

Member	Term	Residency	Background
Mim James, Chair	6/30/23	ETJ	Oil & Gas
James Martin, Vice Chair	6/30/22	ETJ	Retired Military
Christian Bourguignon	6/30/23	City	General Contractor
John McIntosh	6/30/23	City	Business Owner
Evelyn Strong	6/30/22	ETJ	Real Estate
Tammie Williamson	6/30/22	City	Planner
Doug Crosson	6/30/23	ETJ	Real Estate/Development

Vacancies and Applicants

There are three (3) members with terms that expire June 30, 2022, with one (1) member stepping down – Jim Martin.

Applications for appointment/reappointment were due May 31, 2022. Chair Mim James, Commissioner Tammie Williamson, Mayor Bill Foulds, Jr. and Mayor Pro Tem Taline Manassian interviewed candidates on June 16, 2022. Applications and requests for reappointment are attached.

Request for Reappointment

1. Evelyn Strong
2. Tammie Williamson

NR, no residency (outside of City and ETJ)

Member	Residency	Status	Background
Evelyn Strong	ETJ	Current Member	Real Estate
Tammie Williamson	City	Current Member	Planner
Tyler Walbridge	ETJ	Applicant	General Contractor
Russell Collins	ETJ	Applicant	Real Estate/Architect
Douglas Shumway	ETJ	Applicant	Attorney

**Commission
Recommendations:**

Chair James and Commissioner Williamson recommend the reappointment of Evelyn Strong and Tammie Williamson and the appointment of Douglas Shumway to the Planning & Zoning Commission for terms ending June 30, 2024.

**Recommended
Council Actions:**

Staff recommends the appointment of Mim James as the Planning & Zoning Commission Chair for a term of one (1) year and the appointment of Evelyn Strong, Tammie Williamson, and Douglas Shumway for terms ending June 30, 2024.

Attachments:

1. Reappointment Request
2. Submitted Applications

Next Steps/Schedule:

1. Inform new member of appointment and distribute letters to those not appointment.
2. Update website and roster
3. Send welcome letter appointee and notification to commission



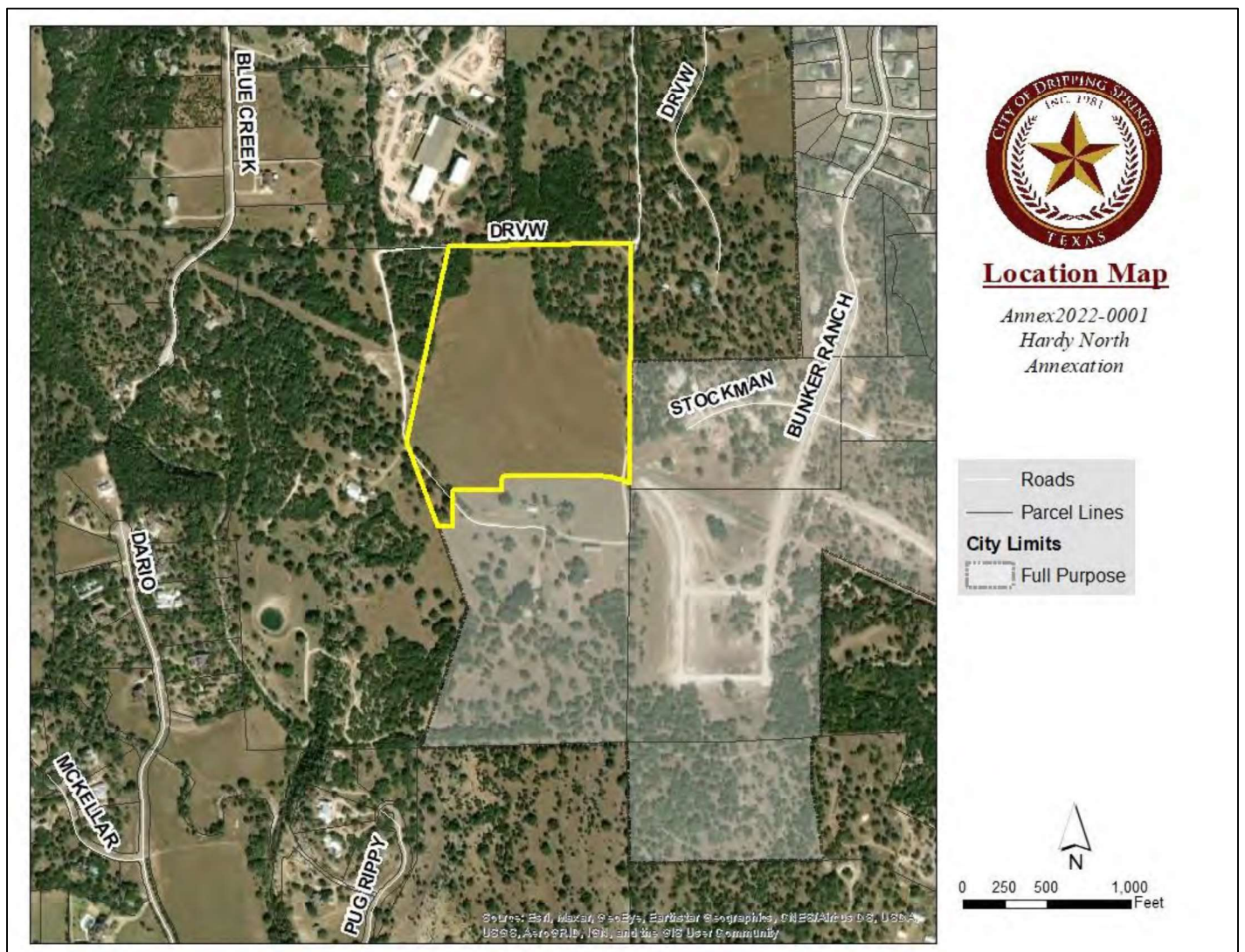
City Council Planning Department Staff Report

Item # 7.

City Council Meeting: July 5, 2021
Project No: ANNEX2022-0001
Project Planner: Tory Carpenter, AICP, Senior Planner

Item Details

Project Name: Hardy North Annexation
Property Location: 2901 W US 290
Legal Description: 38.68 Acres out of the Benjamin F Hanna Survey
Applicant: Brian Estes, P.E.
Property Owners: Hardy T Land, LLC
Request: Voluntary Annexation



Overview

The applicant requests annexation of approximately 38.68 acres into the City Limits, which will become part of the overall Bunker Ranch Development. This request is for a portion of the property known as the Hardy Tract.

The applicant also proposes to rezone the site to SF-2, Moderate Density Residential which may be considered at the meetings outlined below.

Proposed Annexation and Zoning Schedule

April 19, 2022 – City Council takes action on moving forward with the proposed annexation, allowing staff to negotiate the services agreement.

June 26, 2022 – The Planning & Zoning Commission will conduct a public hearing and consider the proposed zoning designation of SF-2.

July 5, 2022 – City Council will approve the municipal services agreement and conduct a public hearing regarding the annexation of the property.

July 5, 2022 – City Council will conduct a public hearing and consider the proposed zoning designation of SF-2.

Public Notification

Publication was done in accordance with state law. If annexed, this property will be added to the City Limits Map.

Annexation Benefits & Detriments

Benefits to the City for Annexation:

- Landscaping Ordinance Applies
- Lighting Ordinance Applies
- City Property Tax
- Land Use Control

Detriments to the City for Annexation

- Properties in the corporate limits are afforded an increase in impervious cover (40% vs 35%)
- Lots in the city served by on-site sewer facilities (private septic systems) can be platted at $\frac{3}{4}$ -acre, a higher net density than the county's requirement of 1-acre lots.

ETJ Annexation Comparison

	ETJ	City Limits (SF-2)
Impervious Cover	35%	40%
Landscaping	Does not apply	Applies
Lighting Ordinance	Does not apply (unless variance requested)	Applies
City Property Tax	Does not apply	Applies
Land Use Control	None	Limited to Single-Family

Attachments

Exhibit 1: Annexation Request

Exhibit 2: Property Survey

Planning Department Staff Report

Item # 7.

Recommended Action:	Staff recommends approval of the annexation.
Alternatives/Options:	Refusal of the proposed annexation.
Budget/Financial Impact:	None calculated at this time, however, those properties in the city limits will be subject to property taxes.
Public Comments:	No public comment was received for this request.
Enforcement Issues:	N/A

CITY OF DRIPPING SPRINGS

ORDINANCE NO.

**38.680 ACRES OUT OF THE BENJAMIN F. HANNA SURVEY,
NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS**

ANNEXATION ORDINANCE

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 38.680 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 requesting the voluntary annexation of the area described in Exhibit “A” on January 25, 2022
- WHEREAS,** the area identified in Exhibit “A,” approximately 38.680 acres in the Benjamin F. Hanna Survey No. 28, Abstract No. 222, Hays County, Texas, is adjacent and contiguous to the city limits; and
- WHEREAS,** the City Council granted the petition and allowed City staff to proceed with negotiating the service agreement with the property owner, in accordance with Section 43.0672 of Texas Local Government Code;
- 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 July 5, 2022;
- 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”, 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.** A service plan agreement was executed prior to the annexation approval in accordance with Section 43.0672 of Texas Local Government Code, and is attached hereto as Exhibit “B” 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 ____ day of _____ 2022, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of the City of Dripping Springs, Texas.

THE CITY OF DRIPPING SPRINGS:

Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary

Exhibit "A"
DESCRIPTION OF AREA TO BE ANNEXED

38.680 ACRES
 BUNKER RANCH
 DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
 APRIL 28, 2020

LEGAL DESCRIPTION

BEING A 38.680 ACRE TRACT OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, SITUATED IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 79.61 ACRE TRACT CONVEYED TO P & H FAMILY LIMITED PARTNERSHIP NO. 1, AS TRACT A, BY DEED OF RECORD IN VOLUME 1733, PAGE 755, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 38.680 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½-inch iron rod with "CEC" cap set at the northeast corner of said called 79.61 acre tract, said point being on the westerly line of a called 4.25 acre tract described in Exhibit C of said deed recorded in Volume 1733, Page 755, O.P.R.H.C.T.;

THENCE, along the common line of said called 79.61 acre tract and of said called 4.25 acre tract, S00°25'57"W, a distance of 60.03 feet to a ½ inch iron rod with "CEC" cap set for the northeast corner and the **POINT OF BEGINNING**, hereof;

THENCE, along the common line of said called 79.61 acre tract and partially of said 4.25 acre tract and then partially of a called 44.123 acre tract conveyed to the Elry and Barbara Hudson Living Trust by deed of record in Volume 2851, Page 80, O.P.R.H.C.T., S00°25'57"W, passing at a distance of 39.91 feet, a ½-inch iron rod found at the westerly common corner of said called 4.25 acre tract and of said called 44.123 acre tract, for a total distance of 652.82 feet to a ½-inch iron rod found at the westerly common corner of said 44.123 acre tract and of Bunker Ranch Phase 2, a subdivision of record in Document No. 20017197, O.P.R.H.C.T.;

THENCE, along the common line of said called 79.61 tract and partially of said Bunker Ranch Phase 2 and then partially of Bunker Ranch Phase 3, a subdivision of record in Document No. 21009701, O.P.R.H.C.T., S00°21'25"W, passing at a distance of 629.14 feet, a ½-inch iron rod with "CEC" cap set at the westerly common corner of said Bunker Ranch Phase 2 and said Bunker Ranch Phase 3, for a total distance of 722.37 feet to a ½-inch iron rod with "CEC" cap set at the northerly corner of Lot 1, Block 3, of said Bunker Ranch Phase 3, said point being on a 480.00 foot radius non-tangent curve concave southwesterly;

THENCE, over and across said called 79.61 acre tract, the following seven (7) courses and distances:

1. Westerly along the arc of said 480.00 foot radius curve a distance of 210.24 feet through a central angle of 25°05'43", and having a chord bearing N77°27'08"W and distance of 208.56 feet to a set ½-inch iron rod with "CEC" cap;
2. N90°00'00"W, a distance of 545.30 feet to a ½-inch iron rod with "CEC" cap set at the beginning of a 25.00 foot radius curve concave southeasterly;
3. Southwesterly along the arc of said 25.00 foot radius curve a distance of 39.27 feet through a central angle of 90°00'00", and having a chord bearing S45°00'00"W and distance of 35.36 feet to a set ½-inch iron rod with "CEC" cap;
4. S00°00'00"E, a distance of 60.99 feet to a set ½-inch iron rod with "CEC" cap;

38.680 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
APRIL 28, 2020

5. N89°46'31"W, a distance of 292.40 feet to a set ½-inch iron rod with "CEC" cap;
6. S00°01'40"W, a distance of 214.73 feet to a set ½-inch iron rod with "CEC" cap;
7. N90°00'00"W, a distance of 82.95 feet to a ½-inch iron rod with "CEC" cap set in a common line of said called 79.61 acre tract and of a called 79.39 acre tract conveyed to P & H Family Limited Partnership No. 2 by deed of record in Volume 1733, Page 748, O.P.R.H.C.T.;

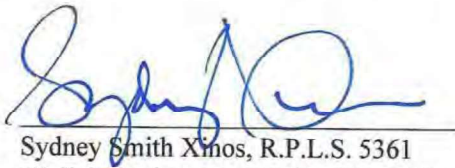
THENCE, along the common line of said called 79.61 acre tract and of said called 79.39 acre tract, the following two (2) courses and distances:

1. N19°44'58"W, a distance of 533.26 feet to a found 8 inch cedar fence post;
2. N12°13'46"E, a distance of 1,128.80 feet to a set ½ inch iron rod with "CEC" cap;

THENCE, over and across said called 79.61 acre tract, N88°43'55"E, a distance of 1,100.12 feet to the **POINT OF BEGINNING**, and containing 38.680 acres (1,684,900 square feet) of land, more or less.

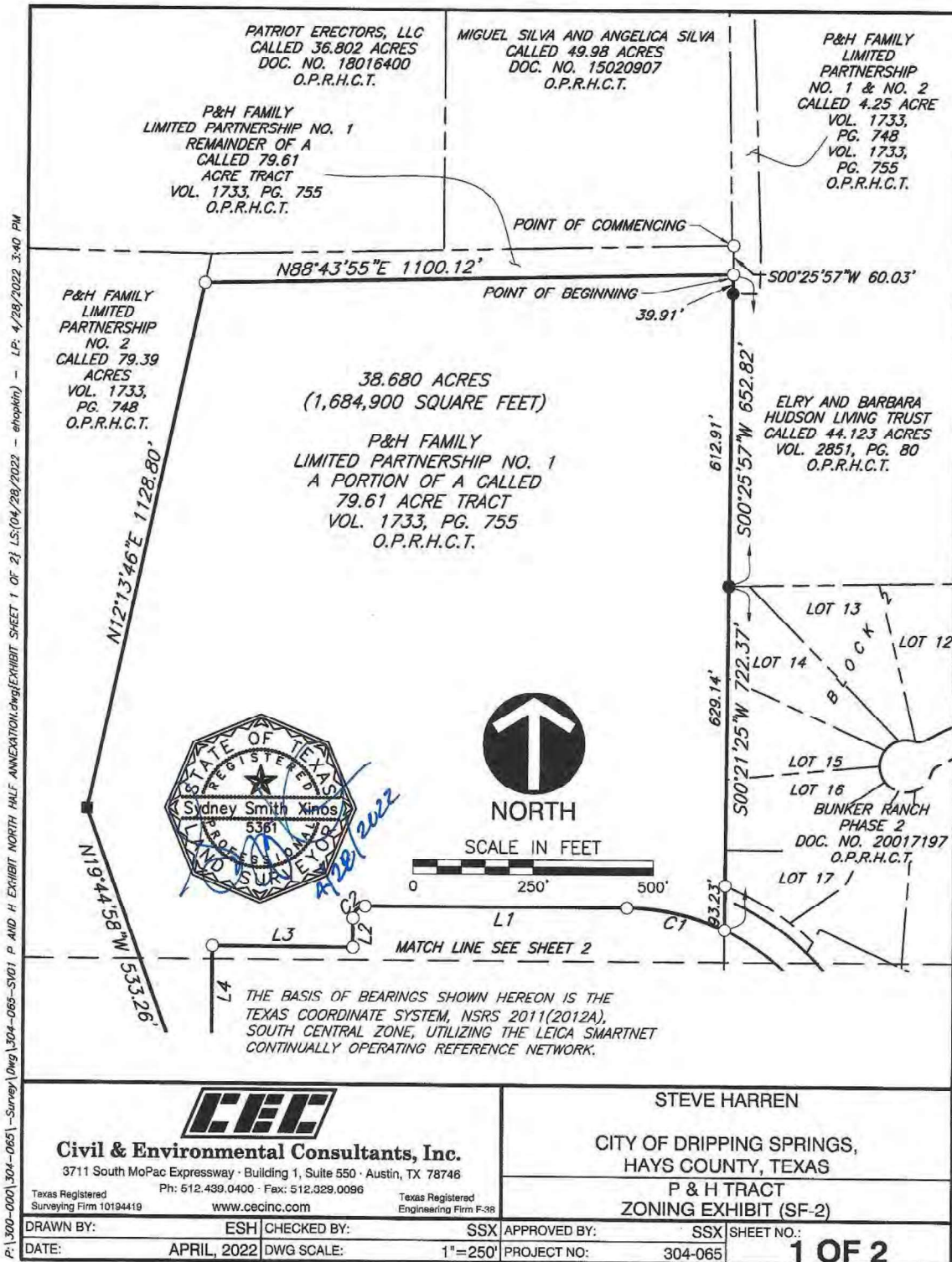
THE BASIS OF BEARING OF THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NSRS 2011(2012A), UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

Witness my hand and seal this 28th day of April, 2022.



Sydney Smith Xinos, R.P.L.S. 5361
Civil & Environmental Consultants, Inc.
3711 S. MoPac Expressway, Building 1, Suite 550
Austin, TX 78746
Texas Registered Surveying Firm No. 10194419





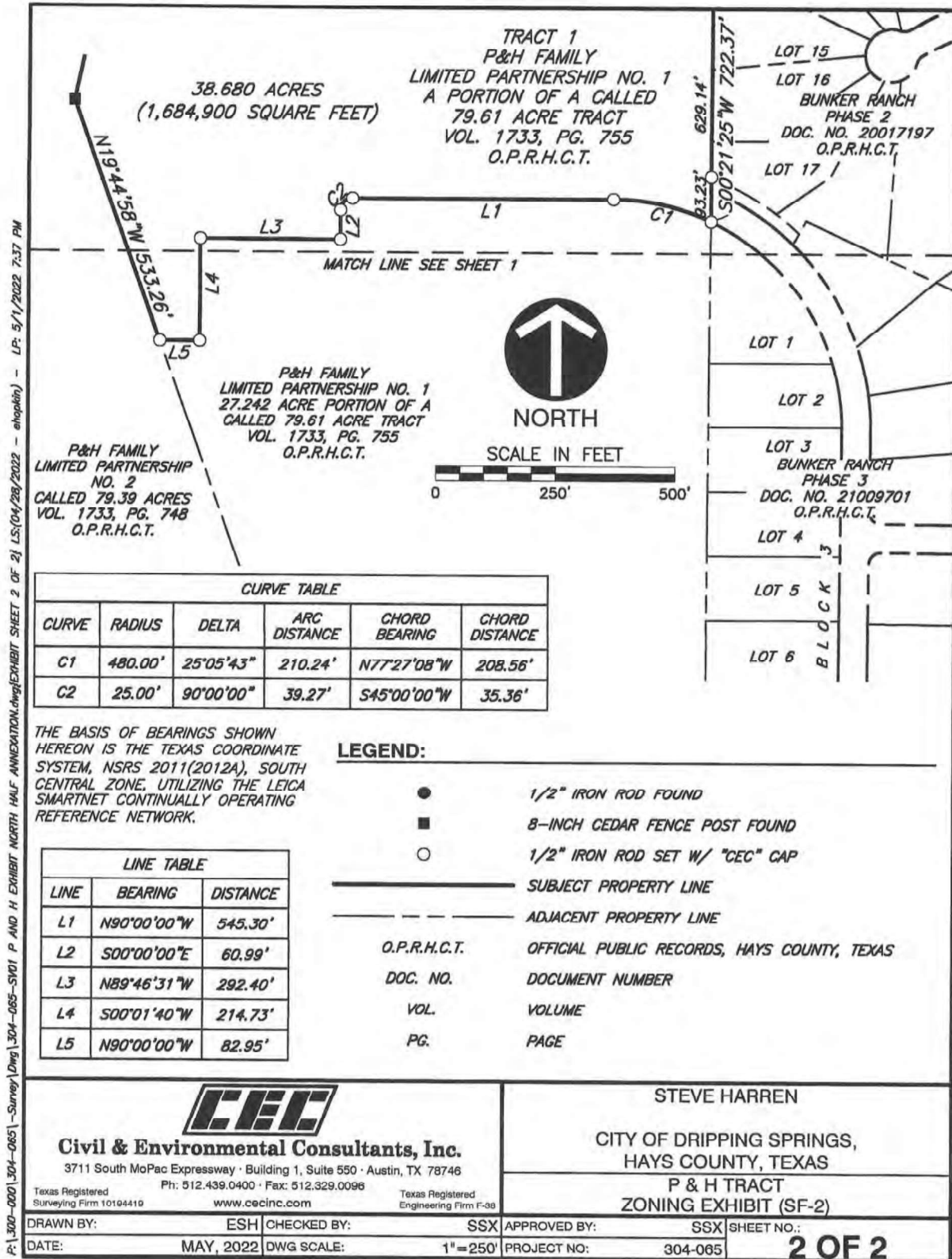


Exhibit “B”
Municipal Services Agreement

DRAFT

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE
CITY OF DRIPPING SPRINGS, TEXAS AND HARDY T LAND, LLC**

This Municipal Services Agreement ("Agreement") is entered into on ____ day of _____ 2021, by and between the City of Dripping Springs, Texas, a General Rule municipality of the State of Texas, ("City") and HARDY T LAND, LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 38.680 acres of land situated in the Benjamin F Hanna Survey No. 28, Abstract No. 222, in Hays County, Texas, in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, City and Owner desire to set out the City services and Owner duties to be provided for the Property on or after the effective date of annexation; and

WHEREAS, Sections 43.0671 and 43.0672 of the Texas Local Government Code authorizes the City and the Owner to enter into an Agreement for annexation and provision of city services.

NOW THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit "A".
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

The City of Dripping Springs hereby declares the following services to be made available to the property and its owner(s):

a. POLICE PROTECTION

The City does not provide municipal police protection but has an agreement with Hays County for protection through the Hays County Sheriff's Office.

b. FIRE SERVICE

The City does not provide municipal fire services, but this area is served by the North Hays County Fire/Rescue. Fire prevention activities will be provided by the Hays County Fire Marshal's Office.

c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES

The City will provide Building and Code Enforcement Services upon annexation. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Dripping Springs.

d. LIBRARIES

The City does not own a municipal library. A community library is provided by the Dripping Springs Community Library.

e. ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT SERVICES

The City has a septic system/on-site sewage facility ordinance. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance. Septic permitting services, where applicable, is also provided by the City.

f. PLANNING AND ZONING

The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

g. PARKS AND RECREATION

All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

h. STREET AND DRAINAGE MAINTENANCE

The City will provide street and drainage maintenance to public streets in the area in accordance with standard City Policy as the area develops.

i. STREET LIGHTING

The City provides street lighting to public streets in the area in accordance with standard City Policy as the area develops.

j. TRAFFIC ENGINEERING

The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area for any public roads.

k. SANITATION/SOLID WASTE COLLECTION AND DISPOSAL

The City does not directly provide municipal sanitation/solid waste collection and disposal

services. However, the City has granted an exclusive franchise for these services to Waste Connections, which will be notified of all newly-annexed parcels.

l. WATER SERVICE

The City is a water provider however, the City will not be the water provider for this property. Water service is available from the Dripping Springs Water Supply Corporation.

m. SEWER SERVICE

The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly-annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors. In some instances, the owners of annexed property have expressly waived any demands for sewer service pursuant to development agreements.

n. MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with policies established by the City of Dripping Springs.

4. ANNEXED PROPERTY REQUIREMENTS.

a. LIGHTING

The Property Owner agrees to bring the property into compliance with City's adopted regulations for outdoor lighting within one year after completion of the annexation process.

b. ZONING

The property shall be zoned Agriculture upon annexation unless zoning occurs concurrently with annexation process. If zoning does not occur concurrently, the Property Owner shall request rezoning to occur on or before the 120th day after annexation as required by City Ordinance.

5. AUTHORITY. City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

6. SEVERABILITY. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable

7. INTERPRETATION. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
14. **ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

[Signature page follows.]

CITY OF DRIPPING SPRINGS:

 Bill Foulds, Jr., Mayor

ATTEST:

 Andrea Cunningham, City Secretary

HARDY T LAND, LLC:

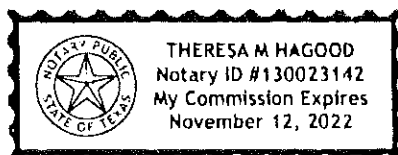
 Signature

 Printed Name

 Title

STATE OF TEXAS §
 §
 COUNTY OF HAYS §

This instrument was acknowledged before me on the 29 day of June, 2021²
 by, Steve Harren [Name and title of individual signing] of on behalf of said
Hardy T Land, LLC [insert name of company or individual if applicable].



 Notary Public, State of Texas

EXHIBIT A**Legal Description, Location Map, and Survey**

38.680 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
APRIL 28, 2020

LEGAL DESCRIPTION

BEING A 38.680 ACRE TRACT OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, SITUATED IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 79.61 ACRE TRACT CONVEYED TO P & H FAMILY LIMITED PARTNERSHIP NO. 1, AS TRACT A, BY DEED OF RECORD IN VOLUME 1733, PAGE 755, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 38.680 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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38.680 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
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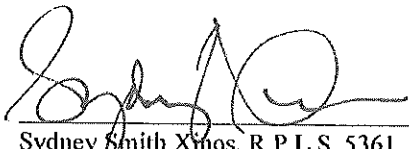
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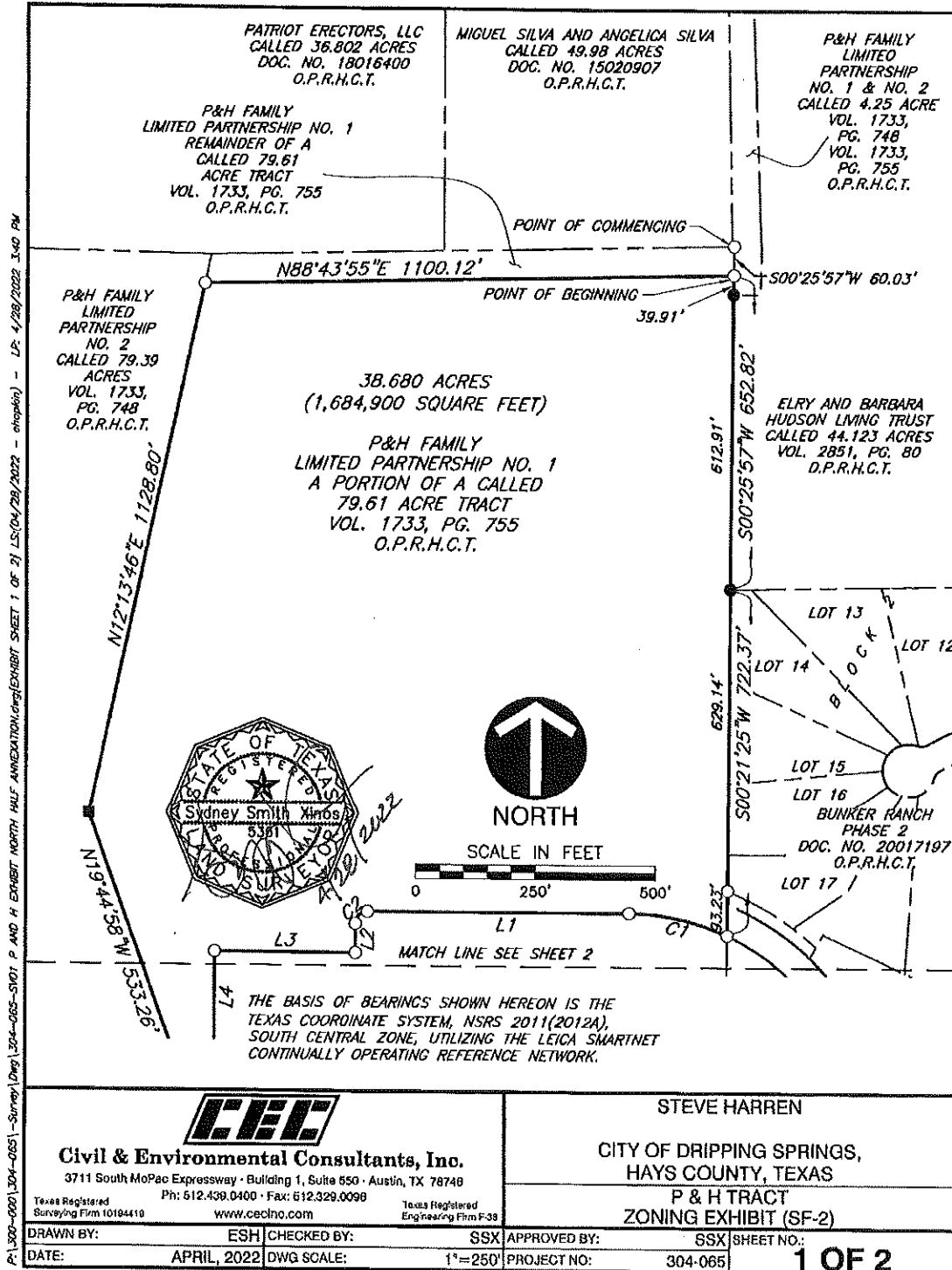
THE BASIS OF BEARING OF THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NSRS 2011(2012A), UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

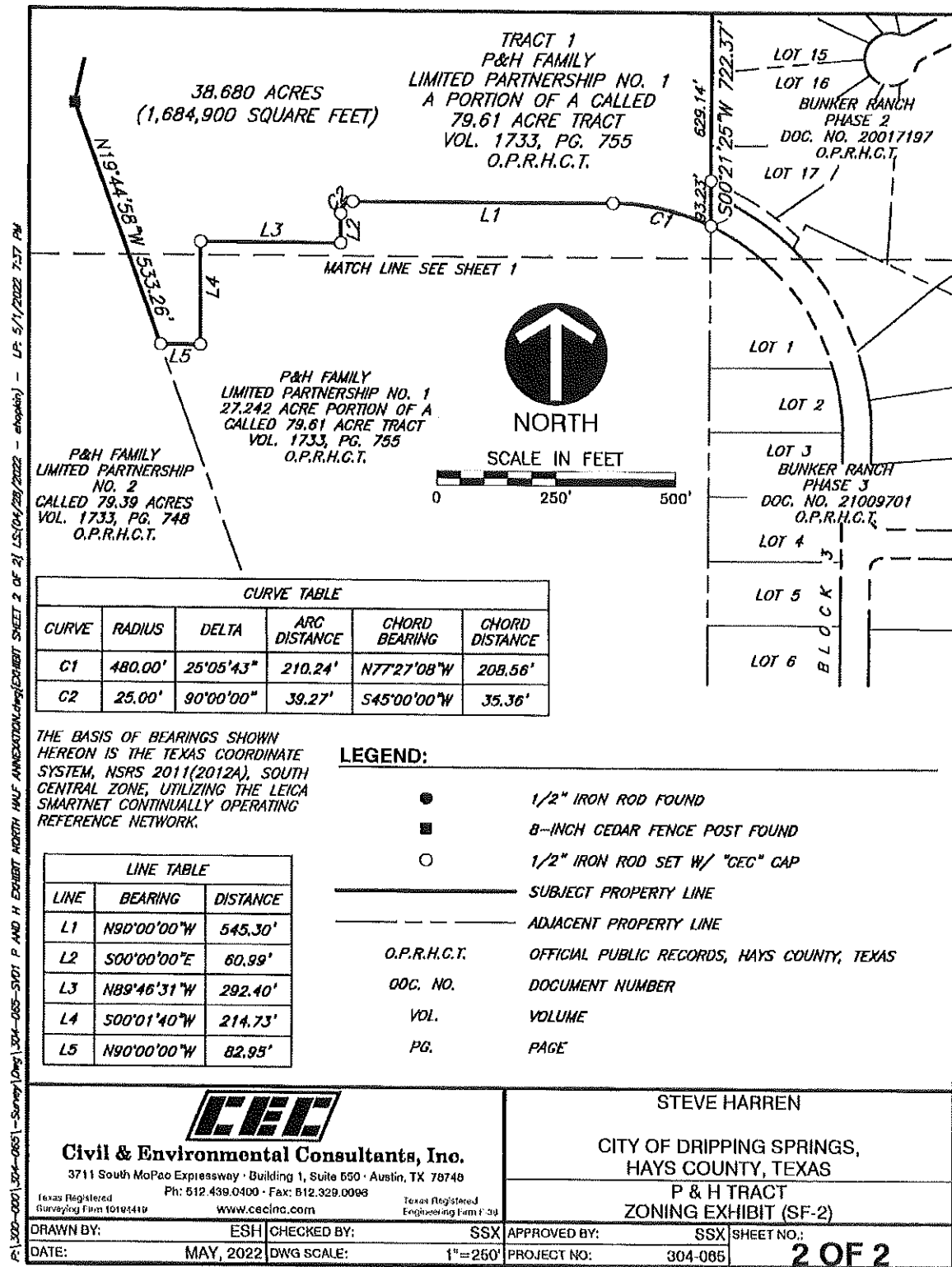
Witness my hand and seal this 28th day of April, 2022.



Sydney Smith Xinos, R.P.L.S. 5361
Civil & Environmental Consultants, Inc.
3711 S. MoPac Expressway, Building 1, Suite 550
Austin, TX 78746
Texas Registered Surveying Firm No. 10194419









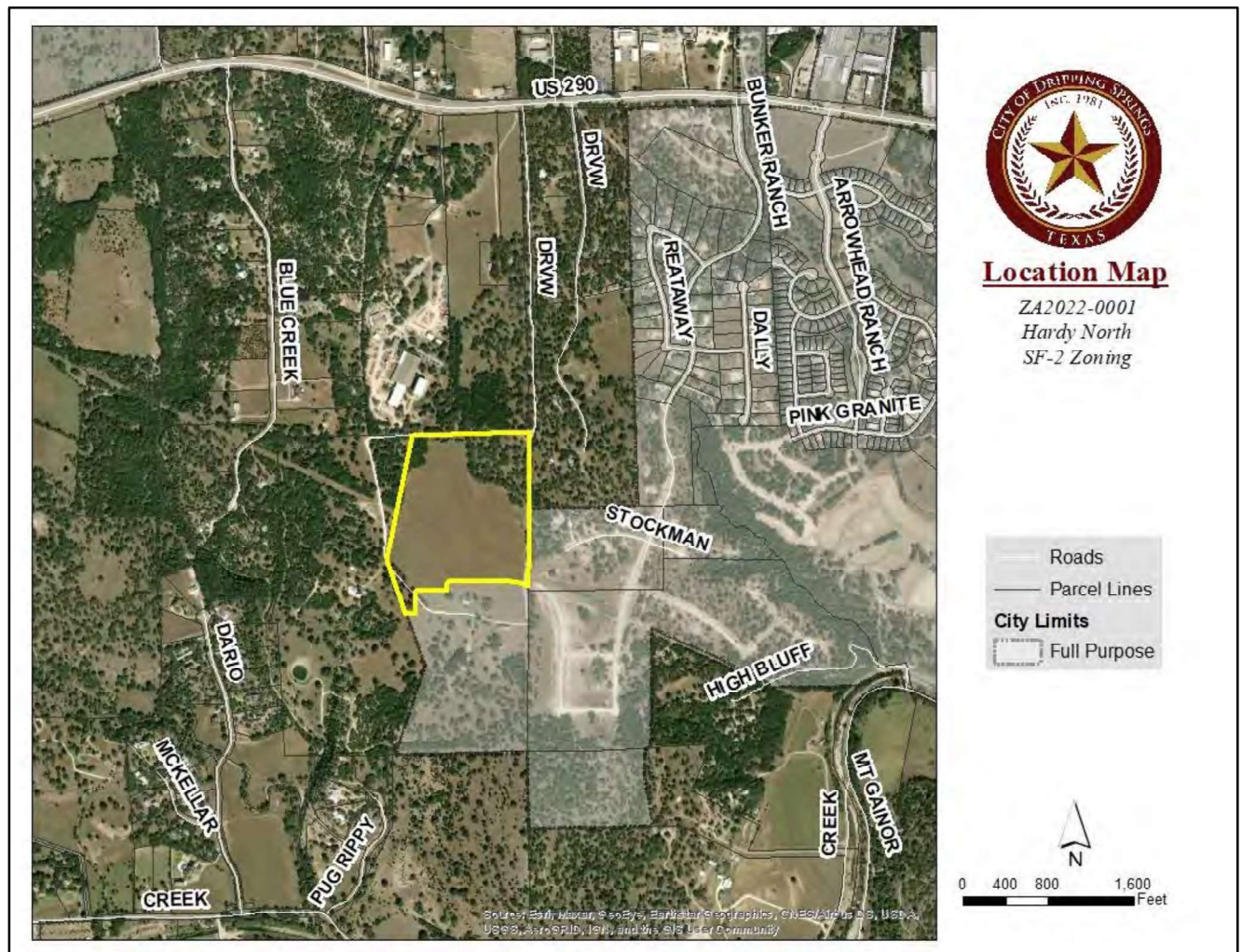
City Council Planning Department Staff Report

Item # 8.

City Council Meeting: July 5, 2022
Project No: ZA2022-0001
Project Planner: Tory Carpenter, AICP, Senior Planner

Item Details

Project Name: Hardy North
Property Location: Bunker Ranch Boulevard
Legal Description: 38.680 acres out of the Benjamin F. Hannah Survey
Applicant: Brian Estes Civil and Environmental Consultants, Inc.
Property Owner: P & H Family Limited Partnership No. 1
Request: Zoning amendment from Agriculture "AG" to Single-Family Residential — Moderate Density "SF-2"



Background

While the property is currently in the ETJ, the default zoning district if it is annexed is Agriculture “AG”

Per Ch. 30 Exhibit A, §3.5-3.6

- **AG – Agriculture:** *The AG, agriculture district is designed to permit the use of land for the ranching, propagation and cultivation of crops, small-scale horticultural enterprises, and similar uses. Single-family uses on large lots are also appropriate for this district. Territory that has been newly annexed into the city is initially zoned agriculture. It is anticipated that some portion of agriculturally zoned land may eventually be rezoned to another zoning classification in the future.*

The applicant is requesting a zoning amendment to Single-Family Residential Moderate Density “SF-2”

- **SF-2 – Single-Family Residential Moderate Density:** *The SF-2, single-family residential district is intended to provide for development of primarily moderate-density detached, single-family residences on lots of at least ½ acre in size.*

This request is being heard concurrently with an annexation request for the same property. At their meeting on April 19, 2022, the City Council gave direction to staff to proceed with the annexation request for the property.

Analysis

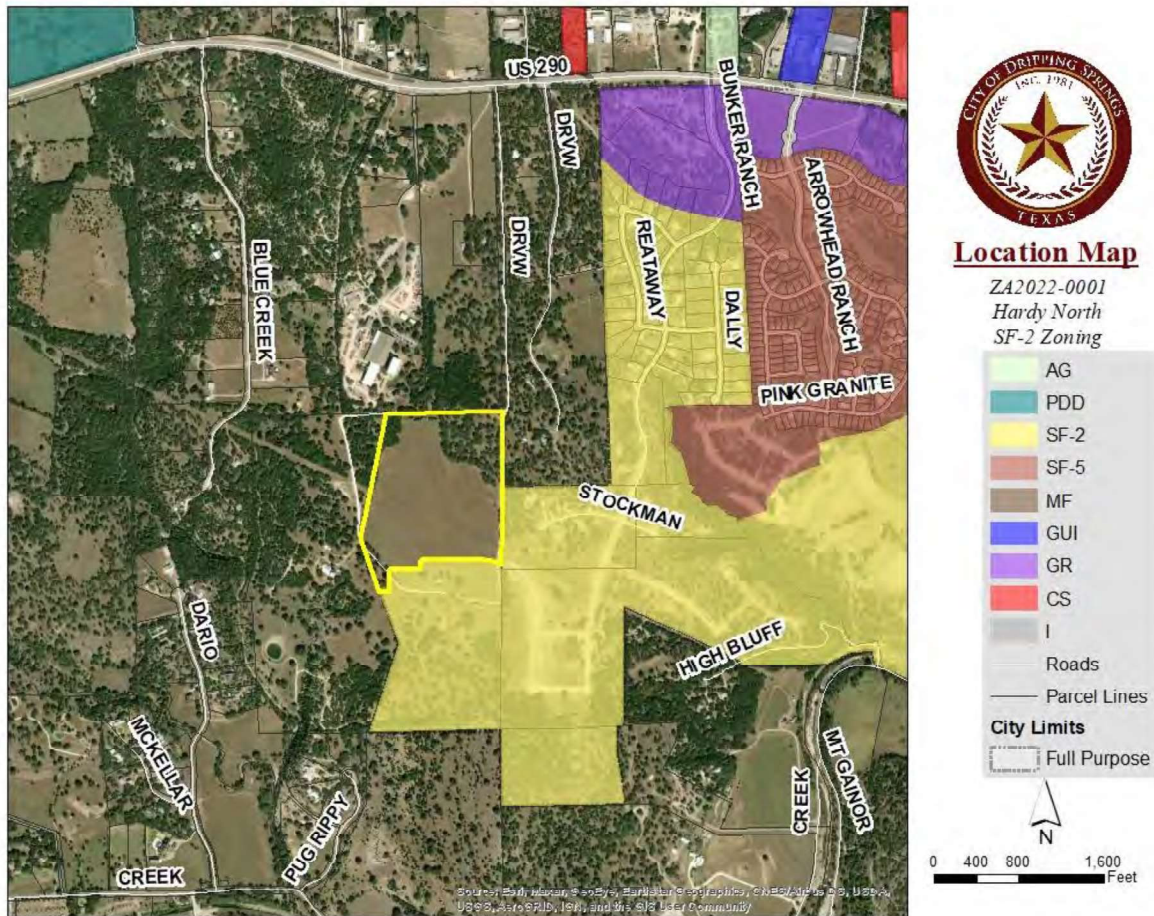
Based on the adjacent zoning category and land uses, staff finds that the proposed zoning is generally compatible within the area.

Since the property is currently in the ETJ, staff finds it appropriate to compare ETJ standards with the requested zoning district.

	ETJ	SF-2	Differences between ETJ & SF-2
Max Height	Not regulated	1.5 stories / 40 feet	Restricted 1.5 stories / 40 feet
Min. Lot Size	.75 acres*	1/2 acre*	0.25 acres less
Min. Lot Width	30 feet	30 feet	None
Min. Lot Depth	unregulated	150 feet	50 feet
Min. Front/Side/Rear Yard Setbacks	10 feet / 5 feet / 5 feet	25 feet / 15 feet / 25 feet*	15 feet / 10feet / 20 feet more
Impervious Cover	35%	40%	5% more

*In either instance, these lots will be limited to a 0.75-acre minimum assuming they are served by private septic systems.

Surrounding Properties



The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Future Land Use
North	ETJ	Proposed residential	Not Shown on the Future Land Use Map
East	SF-2	Bunker Ranch Subdivision	
South	SF-2	Bunker Ranch Subdivision	
West	ETJ	Homestead / Agricultural	

Approval Criteria for Zoning Amendment (Chapter 30 Zoning, Exhibit A, Sec 2.28.1 and 2.28.2)

2.28.2 The Planning & Zoning Commission and the City Council shall consider the following factors:

Factors	Staff Comments
1. whether the proposed change will be appropriate in the immediate area concerned;	This zoning change is consistent with recent development in the area.
2. their relationship to the general area and the City as a whole;	This zoning change would allow for additional single-family residences.
3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;	The property is not within any existing or proposed City Plans.
4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	This request would not make other land unavailable for development.
5. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	Land with the same zoning classification has been developing rapidly.
6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	No areas designated for similar development will be affected by this proposed amendment.
7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	Approval of this zoning amendment would not be significantly different from decisions made involving other similar parcels.
8. any other factors which will substantially affect the public health, safety, morals, or general welfare.	The rezoning does not negatively affect the public health, safety, morals, or general welfare.

Recommendations

Staff recommends **approval** of the zoning amendment as presented.

At their regular meeting on June 28, 2022, the Planning & Zoning Commission voted unanimously to recommend **approval** of the zoning amendment.

Planning and Zoning action:

2.35.1 Every application or proposal which is recommended for approval or approval with conditions by the P&Z shall be automatically forwarded, along with the P&Z's recommendation, to the city council for setting and holding of public hearing thereon following appropriate public hearing notification, as prescribed in subsection 2.32. The city council may then approve the request, approve it with conditions, or disapprove it by a simple majority vote of the city council members present and voting, except where super majority is required as listed below.

2.36.1 After a public hearing is held before the city council regarding the zoning application, the city council may:

(a) Approve the request in whole or in part;

(b) Deny the request in whole or in part;

(c) Continue the application to a future meeting, specifically citing the city council meeting to which it was continued; or

(d) Refer the application back to the P&Z for further study.

Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the zoning map amendment. To date, no letters for or against the request have been received.

Attachments

Exhibit 1 – Zoning Amendment Application

Exhibit 2 – Proposed Ordinance & Survey

Recommended Action:	Approve this request.
Alternatives/Options:	Deny the request.
Budget/Financial Impact:	All fees have been paid.
Public Comments:	None Received at this time.
Enforcement Issues:	N/A

**CITY OF DRIPPING SPRINGS
ORDINANCE No.**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING ONE TRACT OF LAND, TOTALING APPROXIMATELY 38.680 ACRES FROM AGRICULTURAL DISTRICT (AG) TO SINGLE-FAMILY RESIDENTIAL DISTRICT – MODERATE DENSITY (SF-2); AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to promote orderly land use and development within the City; and

WHEREAS, the City Council finds to be reasonable and necessary the rezoning of the tract, described more fully in Attachment “A” and totaling approximately 38.680 acres, from Agricultural District (AG) to Single-Family Residential District – Moderate Density (SF-2); and

WHEREAS, the City Council recognizes changed conditions and circumstances in the particular location; and

WHEREAS, the City Council finds that the zoning change is compatible with the surrounding area and with the City’s Zoning Ordinance and Comprehensive Plan; and

WHEREAS, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on June 28, 2022, to consider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change; and

WHEREAS, after public hearing held by the City Council on July 7, 2022, the City Council voted to approve the recommendation of the Planning and Zoning Commission; 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, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace

or order of the City of Dripping Springs to adopt this Ordinance.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as expressly set forth herein.

2. ENACTMENT

One tract of land totaling approximately 38.680 acres and described more fully in Attachment “A” and shown in Attachment “B”, is hereby rezoned from Agricultural District (AG) to Single-Family Residential – Moderate Density (SF-2).

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. CHANGE ON ZONING MAP

The City Administrator is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Dripping Springs, Texas.

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, a public hearing was held, and that public notice of the time, place and purpose of said hearing and meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the ____ day of _____ 2021, by a vote of ____
(ayes) to ____ nays to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

By: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A" Description of Tract

38.680 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
APRIL 28, 2020

LEGAL DESCRIPTION

BEING A 38.680 ACRE TRACT OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, SITUATED IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 79.61 ACRE TRACT CONVEYED TO P & H FAMILY LIMITED PARTNERSHIP NO. 1, AS TRACT A, BY DEED OF RECORD IN VOLUME 1733, PAGE 755, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 38.680 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½-inch iron rod with "CEC" cap set at the northeast corner of said called 79.61 acre tract, said point being on the westerly line of a called 4.25 acre tract described in Exhibit C of said deed recorded in Volume 1733, Page 755, O.P.R.H.C.T.;

THENCE, along the common line of said called 79.61 acre tract and of said called 4.25 acre tract, S00°25'57"W, a distance of 60.03 feet to a ½ inch iron rod with "CEC" cap set for the northeast corner and the **POINT OF BEGINNING**, hereof;

THENCE, along the common line of said called 79.61 acre tract and partially of said 4.25 acre tract and then partially of a called 44.123 acre tract conveyed to the Elry and Barbara Hudson Living Trust by deed of record in Volume 2851, Page 80, O.P.R.H.C.T., S00°25'57"W, passing at a distance of 39.91 feet, a ½-inch iron rod found at the westerly common corner of said called 4.25 acre tract and of said called 44.123 acre tract, for a total distance of 652.82 feet to a ½-inch iron rod found at the westerly common corner of said 44.123 acre tract and of Bunker Ranch Phase 2, a subdivision of record in Document No. 20017197, O.P.R.H.C.T.;

THENCE, along the common line of said called 79.61 tract and partially of said Bunker Ranch Phase 2 and then partially of Bunker Ranch Phase 3, a subdivision of record in Document No. 21009701, O.P.R.H.C.T., S00°21'25"W, passing at a distance of 629.14 feet, a ½-inch iron rod with "CEC" cap set at the westerly common corner of said Bunker Ranch Phase 2 and said Bunker Ranch Phase 3, for a total distance of 722.37 feet to a ½-inch iron rod with "CEC" cap set at the northerly corner of Lot 1, Block 3, of said Bunker Ranch Phase 3, said point being on a 480.00 foot radius non-tangent curve concave southwesterly;

THENCE, over and across said called 79.61 acre tract, the following seven (7) courses and distances:

1. Westerly along the arc of said 480.00 foot radius curve a distance of 210.24 feet through a central angle of 25°05'43", and having a chord bearing N77°27'08"W and distance of 208.56 feet to a set ½-inch iron rod with "CEC" cap;
2. N90°00'00"W, a distance of 545.30 feet to a ½-inch iron rod with "CEC" cap set at the beginning of a 25.00 foot radius curve concave southeasterly;
3. Southwesterly along the arc of said 25.00 foot radius curve a distance of 39.27 feet through a central angle of 90°00'00", and having a chord bearing S45°00'00"W and distance of 35.36 feet to a set ½-inch iron rod with "CEC" cap;
4. S00°00'00"E, a distance of 60.99 feet to a set ½-inch iron rod with "CEC" cap;

38.680 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
APRIL 28, 2020

5. N89°46'31"W, a distance of 292.40 feet to a set ½-inch iron rod with "CEC" cap;
6. S00°01'40"W, a distance of 214.73 feet to a set ½-inch iron rod with "CEC" cap;
7. N90°00'00"W, a distance of 82.95 feet to a ½-inch iron rod with "CEC" cap set in a common line of said called 79.61 acre tract and of a called 79.39 acre tract conveyed to P & H Family Limited Partnership No. 2 by deed of record in Volume 1733, Page 748, O.P.R.H.C.T.;

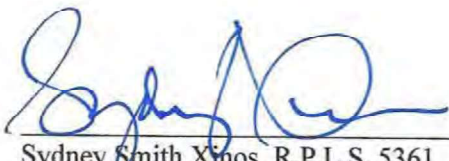
THENCE, along the common line of said called 79.61 acre tract and of said called 79.39 acre tract, the following two (2) courses and distances:

1. N19°44'58"W, a distance of 533.26 feet to a found 8 inch cedar fence post;
2. N12°13'46"E, a distance of 1,128.80 feet to a set ½ inch iron rod with "CEC" cap;

THENCE, over and across said called 79.61 acre tract, N88°43'55"E, a distance of 1,100.12 feet to the **POINT OF BEGINNING**, and containing 38.680 acres (1,684,900 square feet) of land, more or less.

THE BASIS OF BEARING OF THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NSRS 2011(2012A), UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

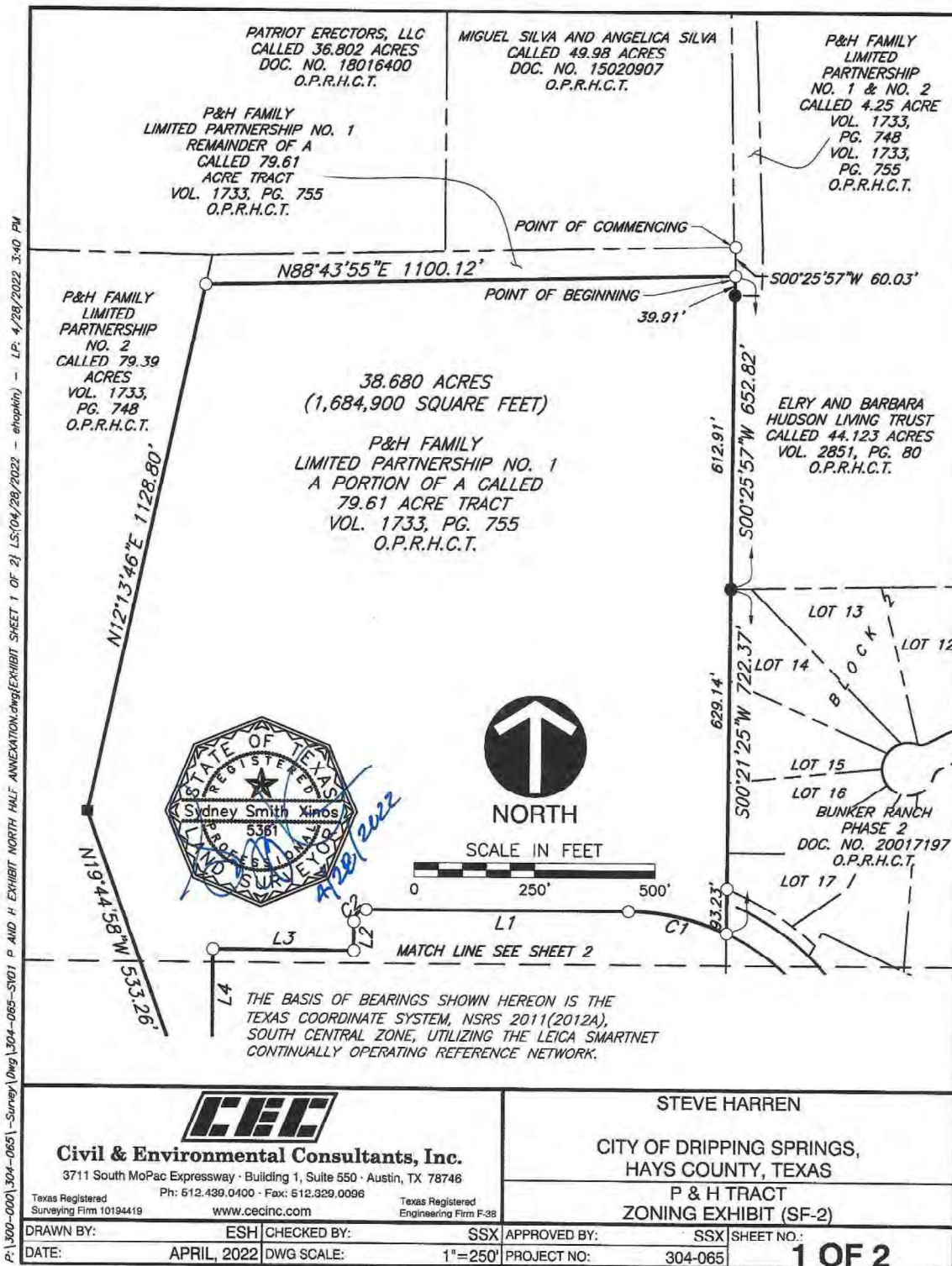
Witness my hand and seal this 28th day of April, 2022.

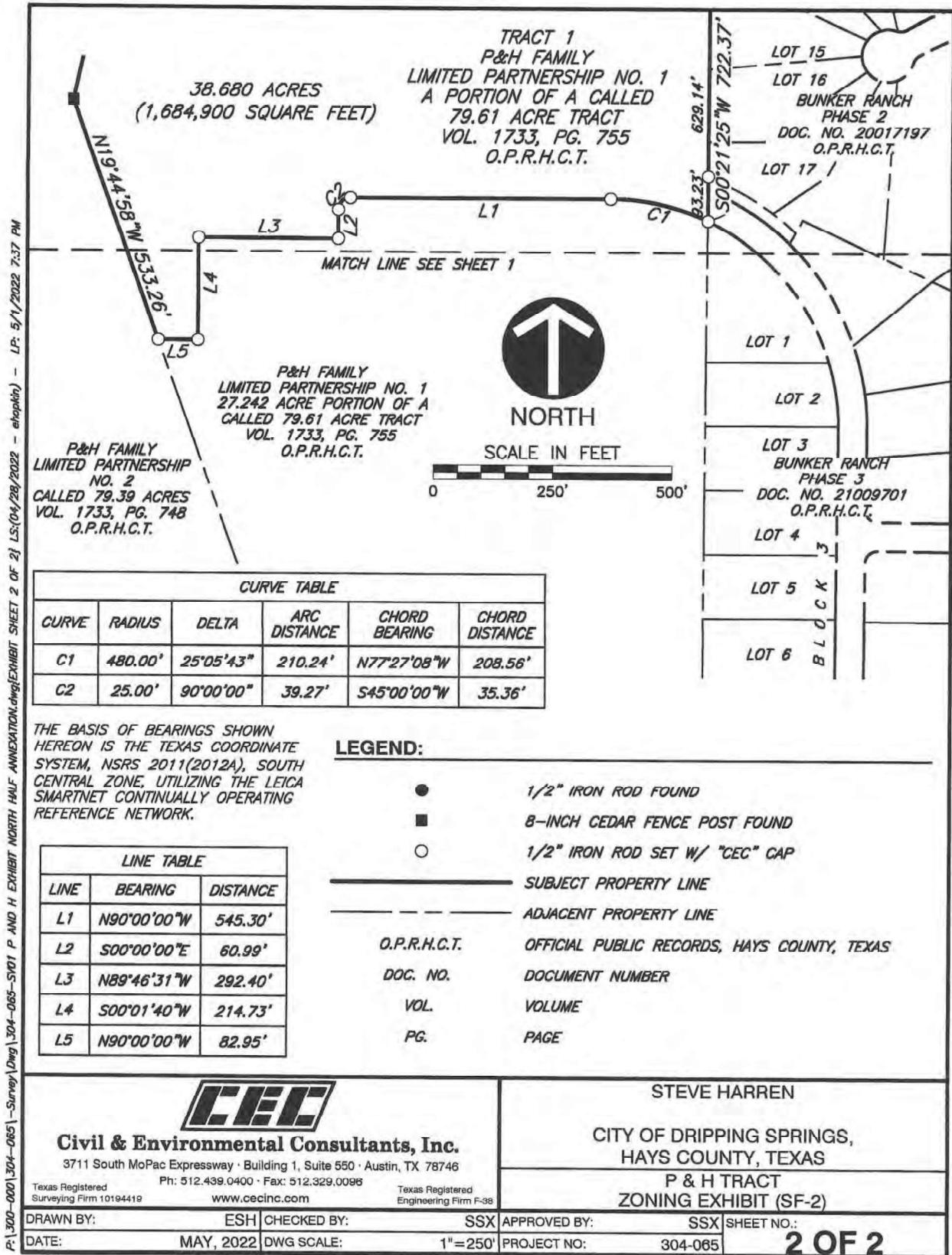


Sydney Smith Xinos, R.P.L.S. 5361
Civil & Environmental Consultants, Inc.
3711 S. MoPac Expressway, Building 1, Suite 550
Austin, TX 78746
Texas Registered Surveying Firm No. 10194419



Attachment "B"
38.680 acre Property Depiction





LEGAL DESCRIPTION

BEING A 38.680 ACRE TRACT OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, SITUATED IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 79.61 ACRE TRACT CONVEYED TO P & H FAMILY LIMITED PARTNERSHIP NO. 1, AS TRACT A, BY DEED OF RECORD IN VOLUME 1733, PAGE 755, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 38.680 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE, along the common line of said called 79.61 acre tract and of said called 4.25 acre tract, S00°25'57”W, a distance of 60.03 feet to a ½ inch iron rod with “CEC” cap set for the northeast corner and the **POINT OF BEGINNING**, hereof;

THENCE, along the common line of said called 79.61 acre tract and partially of said 4.25 acre tract and then partially of a called 44.123 acre tract conveyed to the Elry and Barbara Hudson Living Trust by deed of record in Volume 2851, Page 80, O.P.R.H.C.T., S00°25'57”W, passing at a distance of 39.91 feet, a ½-inch iron rod found at the westerly common corner of said called 4.25 acre tract and of said called 44.123 acre tract, for a total distance of 652.82 feet to a ½-inch iron rod found at the westerly common corner of said 44.123 acre tract and of Bunker Ranch Phase 2, a subdivision of record in Document No. 20017197, O.P.R.H.C.T.;

THENCE, along the common line of said called 79.61 tract and partially of said Bunker Ranch Phase 2 and then partially of Bunker Ranch Phase 3, a subdivision of record in Document No. 21009701, O.P.R.H.C.T., S00°21'25”W, passing at a distance of 629.14 feet, a ½-inch iron rod with “CEC” cap set at the westerly common corner of said Bunker Ranch Phase 2 and said Bunker Ranch Phase 3, for a total distance of 722.37 feet to a ½-inch iron rod with “CEC” cap set at the northerly corner of Lot 1, Block 3, of said Bunker Ranch Phase 3, said point being on a 480.00 foot radius non-tangent curve concave southwesterly;

THENCE, over and across said called 79.61 acre tract, the following seven (7) courses and distances:

1. Westerly along the arc of said 480.00 foot radius curve a distance of 210.24 feet through a central angle of 25°05'43”, and having a chord bearing N77°27'08”W and distance of 208.56 feet to a set ½-inch iron rod with “CEC” cap;
2. N90°00'00”W, a distance of 545.30 feet to a ½-inch iron rod with “CEC” cap set at the beginning of a 25.00 foot radius curve concave southeasterly;
3. Southwesterly along the arc of said 25.00 foot radius curve a distance of 39.27 feet through a central angle of 90°00'00”, and having a chord bearing S45°00'00”W and distance of 35.36 feet to a set ½-inch iron rod with “CEC” cap;
4. S00°00'00”E, a distance of 60.99 feet to a set ½-inch iron rod with “CEC” cap;

38.680 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
APRIL 28, 2020

Item # 8.

5. N89°46'31"W, a distance of 292.40 feet to a set ½-inch iron rod with "CEC" cap;
6. S00°01'40"W, a distance of 214.73 feet to a set ½-inch iron rod with "CEC" cap;
7. N90°00'00"W, a distance of 82.95 feet to a ½-inch iron rod with "CEC" cap set in a common line of said called 79.61 acre tract and of a called 79.39 acre tract conveyed to P & H Family Limited Partnership No. 2 by deed of record in Volume 1733, Page 748, O.P.R.H.C.T.;

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THE BASIS OF BEARING OF THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NSRS 2011(2012A), UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

Witness my hand and seal this 28th day of April, 2022.



Sydney Smith Xinos, R.P.L.S. 5361
Civil & Environmental Consultants, Inc.
3711 S. MoPac Expressway, Building 1, Suite 550
Austin, TX 78746
Texas Registered Surveying Firm No. 10194419



PATRIOT ERECTORS, LLC
CALLED 36.802 ACRES
DOC. NO. 18016400
O.P.R.H.C.T.

MIGUEL SILVA AND ANGELICA SILVA
CALLED 49.98 ACRES
DOC. NO. 15020907
O.P.R.H.C.T.

P&H
LIMITED
PARTNERSHIP
NO. 1 & NO. 2
CALLED 4.25 ACRE
VOL. 1733,
PG. 748
VOL. 1733,
PG. 755
O.P.R.H.C.T.

P&H FAMILY
LIMITED PARTNERSHIP NO. 1
REMAINDER OF A
CALLED 79.61
ACRE TRACT
VOL. 1733, PG. 755
O.P.R.H.C.T.

P&H FAMILY
LIMITED
PARTNERSHIP
NO. 2
CALLED 79.39
ACRES
VOL. 1733,
PG. 748
O.P.R.H.C.T.

38.680 ACRES
(1,684,900 SQUARE FEET)

P&H FAMILY
LIMITED PARTNERSHIP NO. 1
A PORTION OF A CALLED
79.61 ACRE TRACT
VOL. 1733, PG. 755
O.P.R.H.C.T.

ELRY AND BARBARA
HUDSON LIVING TRUST
CALLED 44.123 ACRES
VOL. 2851, PG. 80
O.P.R.H.C.T.

LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
BUNKER RANCH
PHASE 2
DOC. NO. 20017197
O.P.R.H.C.T.



NORTH

SCALE IN FEET



MATCH LINE SEE SHEET 2

THE BASIS OF BEARINGS SHOWN HEREON IS THE
TEXAS COORDINATE SYSTEM, NSRS 2011(2012A),
SOUTH CENTRAL ZONE, UTILIZING THE LEICA SMARTNET
CONTINUALLY OPERATING REFERENCE NETWORK.



Civil & Environmental Consultants, Inc.

3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746

Texas Registered
Surveying Firm 10194419

Ph: 512.439.0400 · Fax: 512.329.0096

www.cecinc.com

Texas Registered
Engineering Firm F-38

STEVE HARREN

CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS

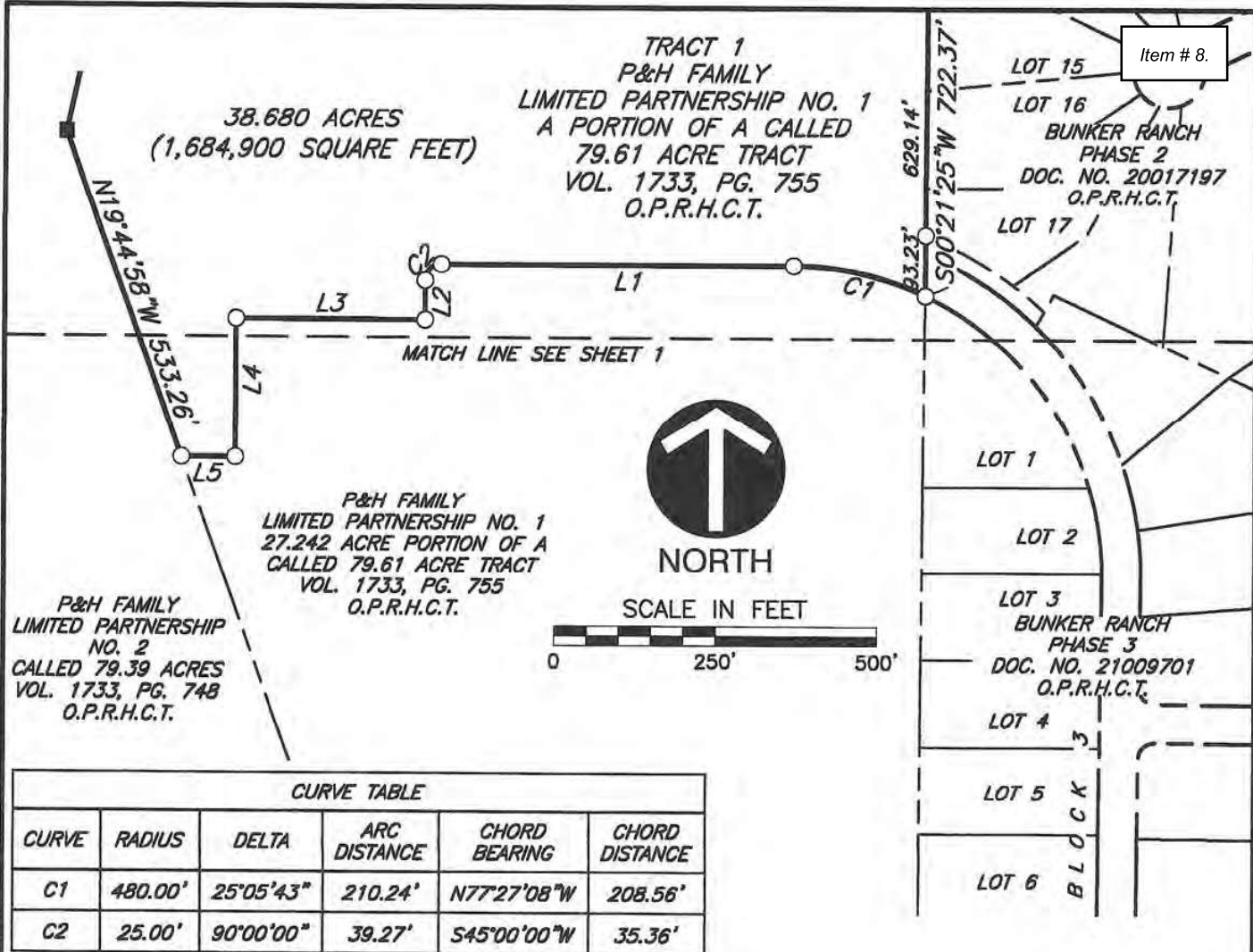
P & H TRACT
ZONING EXHIBIT (SF-2)

DRAWN BY: ESH CHECKED BY: SSX APPROVED BY: SSX SHEET NO.:

DATE: APRIL, 2022 DWG SCALE: 1"=250' PROJECT NO: 304-065

1 OF 2

P:\300-000\304-065\Survey\Draw\304-065-SV01 P AND H EXHIBIT NORTH HALF ANNEXATION.dwg[EXHIBIT SHEET 2 OF 2] LS(04/28/2022 - ehopkin) - LP: 5/1/2022 7:37 PM



THE BASIS OF BEARINGS SHOWN
HEREON IS THE TEXAS COORDINATE
SYSTEM, NSRS 2011(2012A), SOUTH
CENTRAL ZONE, UTILIZING THE LEICA
SMARTNET CONTINUALLY OPERATING
REFERENCE NETWORK.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N90°00'00"W	545.30'
L2	S00°00'00"E	60.99'
L3	N89°46'31"W	292.40'
L4	S00°01'40"W	214.73'
L5	N90°00'00"W	82.95'



Civil & Environmental Consultants, Inc.

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Texas Registered
Engineering Firm F-38

STEVE HARREN

CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS

P & H TRACT
ZONING EXHIBIT (SF-2)

DRAWN BY:	ESH	CHECKED BY:	SSX	APPROVED BY:	SSX	SHEET NO.:
DATE:	MAY, 2022	DWG SCALE:	1"=250'	PROJECT NO:	304-065	2 OF 2



DRIPPING SPRINGS
Texas

Item # 8.

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

ANNEXATION APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME Hardy T Land LLC

STREET ADDRESS 317 Grace Lane #240

CITY Austin STATE TX ZIP CODE 78746

PHONE 512-970-7271 EMAIL Steveharren@aol.com

APPLICANT NAME Brian Estes, P.E.

COMPANY Civil and Environmental Consultants Inc.

STREET ADDRESS 3711 S. Mo Pac Expy Bldg 1 Suite 550

CITY Austin STATE TX ZIP CODE 78746

PHONE 512-439-0400 EMAIL bestes@cecinc.com

TYPE OF ANNEXATION APPLICATION

☒ PROPERTY OWNER(S) WITH ANNEXATION
AGREEMENT (TEXAS LOCAL GOVERNMENT CODE
43.0671).

☐ VOTERS-LESS THAN 200 POPULATION-AT LEAST
50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE
43.0681)

☐ DEVELOPMENT AGREEMENT (TEXAS LOCAL
GOVERNMENT CODE 212.172)

PROPERTY INFORMATION

PROPERTY OWNER NAME	Steve Harren
PROPERTY ADDRESS	2901 W US 290, Dripping Springs, TX 78620
CURRENT LEGAL DESCRIPTION	A0222 BENJAMIN F HANNA SURVEY, ACRES 77
TAX ID#	R15103
CURRENT LAND USE	AG
REQUESTED ZONING	SF-2
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	Annex and concurrently rezone a 38.68 Acre portion of a the 78.021 ac. tract P&H Family Limited Partnership No. 1 Tract conveyed to Hardy T Land, LLC redevelop into a single family lot subdivision.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	The proposed use will be single family lots.

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Brian Estes, P.E. is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.
(As recorded in the Hays County Property Deed Records, Vol. 1733, Pg. 755.)

[Signature]
Name

STEVE HARRIS
Title

STATE OF TEXAS

§

§

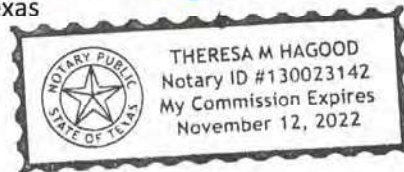
COUNTY OF HAYS

§

This instrument was acknowledged before me on the 18 day of January,
2022 by Steve Harris.

[Signature]
Notary Public, State of Texas

My Commission Expires: 11/12/22



Name of Applicant

ANNEXATION APPLICATION SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:

Applicant Signature

Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input type="checkbox"/> N/A	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
<input type="checkbox"/>	<input type="checkbox"/>	PDF/Digital Copies of all submitted Documents
		When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Zoning Application (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input type="checkbox"/> N/A	List of requested utilities or services (if any)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List of Current Uses
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (attach extra sheets if necessary)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (attach extra sheets if necessary)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign - (refer to Fee Schedule)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/> N/A	Copy of any Agreements with City including Utility or Development (if applicable)
<input type="checkbox"/>	<input type="checkbox"/> N/A	Information related to property's presence in a special district

Received on/by: _____

Project Number: _____

Only filled out by staff



DRIPPING SPRINGS
Texas

BILLING CONTACT FORM

Project Name: Hardy T Land NorthProject Address: 2901 W US 290, Dripping Springs, TX 78620Project Applicant Name: Brian Estes, PE (Applicant's Authorized Agent)

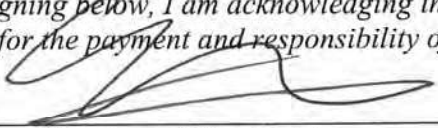
Billing Contact Information

Name: Steve HarrenMailing Address: 317 Grace Lane #240Austin, Texas 78746Email: steveharren@aol.com Phone Number: (512)644-6800

Type of Project/Application (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Alternative Standard | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Certificate of Appropriateness | <input type="checkbox"/> Street Closure Permit |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Waiver |
| <input type="checkbox"/> Exterior Design | <input type="checkbox"/> Wastewater Service |
| <input type="checkbox"/> Landscape Plan | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Lighting Plan | <input type="checkbox"/> Zoning |
| <input type="checkbox"/> Site Development Permit | <input checked="" type="checkbox"/> Other <u>Annexation</u> |

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. **Please see the online Master Fee Schedule for more details.** By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*



 Signature of Applicant

1/18/22

 Date



January 13, 2022

Robyn Miga
City of Dripping Springs
511 Mercer St.
Dripping Springs, Texas 78620

Dear Ms. Miga:

Subject: Hardy T Land 38.680 Acre Annexation Request
CEC Project 304-065

The property owners of the proposed Hardy T Land development tract request annexation of a 39.341 acre portion of the tract into the full purpose city limits of Dripping Springs for the property below:

A0222 BENJAMIN F HANNA SURVEY, ACRES 79.61, (1.00 AC HS) (R15103)

- Current Parcel Owner: Hardy T Land LLC

If there are any questions, please contact us directly at (512) 439-0400 or via email at bestes@cecinc.com.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Brian Estes, PE
Principal

Enclosures: Survey metes and bounds sketch of the annexation area



Location Map
Hardy Tract

- Legend**
- 2901 US-290
 - Camp Lucy
 - Dripping Springs
 - Dripping Springs Middle School
 - Feature 1
 - Sacred Oaks at Camp Lucy

Item # 8.

Abstracts

393

A vertical number line with tick marks at 0, 0.13, 0.25, and 0.5 mi.

Hays County Appraisal District, BIS Consulting - www.bisconsulting.com
 and survey and represents only the approximate relative location of boundaries.

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

7/21
P#

Item # 8.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HAYS §

THAT the undersigned, Hardy E. Thompson, Jr., and Patty King Thompson, husband and wife (hereinafter referred to as "Grantors"), have GRANTED and CONVEYED, and by these presents do hereby GRANT and CONVEY unto the P & H Family Limited Partnership No. 1, a Texas Limited Partnership, whose mailing address is 1034 Liberty Park Drive, Apt. G2, Austin, Texas 78746 (hereinafter referred to as "Grantee"), the following:

1. The real property described in Exhibit A, which is attached hereto and incorporated herein for all pertinent purposes (hereinafter referred to as "Tract A");
2. A one-half (1/2) undivided interest in the real property described in Exhibit C, which is attached hereto and incorporated herein for all pertinent purposes, (hereinafter referred to as the "Road"), subject to a non-exclusive easement of ingress and egress in the entire Road in the event of a subsequent partition;
3. A one-half (1/2) undivided interest in any other easements of ingress and egress appurtenant to either Tract A or to the real property described in Exhibit B, which is attached hereto and incorporated herein for all pertinent purposes (hereinafter referred to as "Tract B"); and

4. A nonexclusive easement of ingress and egress sixty (60) feet in width lying south of and adjacent to the northern boundary of Tract B and running from the eastern boundary of Tract B to a point where the northern boundary of Tract B intersects with the western boundary of any easement of ingress and egress to and from Tract B to U.S. Highway 290.

Said real property interests are hereinafter referred to collectively as the "Property."

This conveyance is expressly made and accepted subject to all valid and subsisting liens, leases of surface acreage, oil, gas, and mineral leases, all prior mineral conveyances of any nature, easements, restrictions, reservations, covenants, conditions and other matters relating to the Property to the extent that the same are valid and enforceable against said Property, as same are shown by instruments filed for record in the office of the County Clerk of Hays County, Texas, or as same are evident upon inspection of the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the foregoing terms and provisions, unto the said Grantee, its successors and/or assigns forever; and Grantors do hereby bind Grantors' heirs, executors, administrators, successors and/or assigns, to WARRANT AND FOREVER DEFEND all and singular the Property, subject, however, as aforesaid, unto the said Grantee, its successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantors, but not otherwise.

EXECUTED this 23rd day of October, 2000.

Hardy Evans Thompson Jr.
Hardy E. Thompson, Jr.

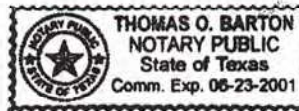
Patty King Thompson
Patty King Thompson

STATE OF TEXAS §
COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me on the 23rd day of October, 2000, by **Hardy E. Thompson, Jr.**

Thomas O. Barton
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §



The foregoing instrument was acknowledged before me on the 23rd day of October, 2000, by **Patty King Thompson.**

Thomas O. Barton
Notary Public, State of Texas

After Recording Return To:

Thomas O. Barton
McGinnis, Lochridge & Kilgore, L.L.P.
919 Congress Ave., Suite 1300
Austin, Texas 78701

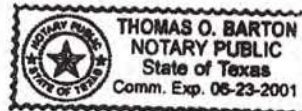


EXHIBIT A

79.61 acres of land out of and a part of quarter section No. 15 of the B. F. Hanna League, situated in Hays County, Texas, said 79.61 acre tract being more particularly described as being a portion of that certain 159.0 acre tract of land conveyed from Katherine Roberts, a widow, to Hardy E. Thompson, and wife Patty Thompson by deed of record in Volume 239, Pages 521-524 of the Deed Records of Hays County, Texas, said 79.61 acre tract being more fully described by metes and bounds as follows

Beginning at a steel pin found at a fence corner at the northeast corner of said quarter section No. 15, same being the common corner of quarter sections No. 14, 15, 16, and 17 of said Hanna League, for the northeast corner of the tract herein described, said point also being the northeast corner of said 159.0 acre tract;

THENCE with the fence along the common line of said quarter sections No. 14 and 15, same being the east line of said 159.0 acre tract, S 00°06'E 2983.98 feet to a steel pin set at a fence corner post for the southeast corner of the tract herein described;

THENCE with a new fence along the south line of this Survey S 88°12'W 1243.27 feet to a steel pin set a fence corner for the southwest corner of the tract herein described:

THENCE with the west line of this survey the following three (3) courses;

1. N 17°46'E, with a fence, 882.44 feet to a steel pin set at a fence corner;
2. N 20°12'W, leaving said fence, 1048.31 feet to a steel pin set at a fence corner;
3. N 11°45'E, with a fence, 1190.68 feet to a steel pin set at a fence corner in the north line of said 159.0 acre tract for the northwest corner of the tract herein described;

THENCE with the fence along the north line of said 159.0 acre tract N 88°15'E 1087.93 feet to the place of BEGINNING containing 79.61 acres of land.

EXHIBIT A

EXHIBIT B

Item # 8.

79.39 acres of land out of and a part of quarter section No. 15 of the B. F. Hanna League, and a portion of the A. J. Holford Survey, situated in Hays County, Texas, said 79.39 acre tract being more particularly described as being a portion of that certain 159.0 acre tract of land conveyed from Katherine Roberts, a widow, to Hardy E. Thompson, and wife Patty Thompson by deed of record in Volume 239, Pages 521-524 of the Deed Records of Hays County, Texas, said 79.39 acre tract being more fully described by metes and bounds as follows:

BEGINNING at a steel pin found at a fence corner at the northwest corner of said 159.0 acre tract for the northwest corner of the tract herein described;

THENCE with the fence along the north line of said 159.0 acre tract the following two (2) courses;

1. N 89°44'E 832.80 feet to an iron stake found at a bend in said fence at a fence corner on the east side of a gate;
2. S 88°52'E 426.95 feet to a steel pin set at a fence corner for the northeast corner of the tract herein described;

THENCE with the east line of this survey the following three (3) courses;

1. S 11°45'W, with a fence, 1190.68 feet to a steel pin set at a fence corner;
2. S 20°12'E, leaving said fence, 1048.31 feet to a steel pin set at a fence corner;
3. S 17°46'W, with a fence, 882.44 feet to a steel pin set at a fence corner for the southeast corner of the tract herein described;

THENCE with a new fence along the south line of this survey N 89°59'W 571.9 feet to a steel pin found at the top of a bluff;

THENCE continue with the fence along the south line of said 159.0 acre tract N 83°00'W 233.9 feet to a steel pin at a fence corner for the southwest corner of the tract herein described, same being the southwest corner of said 159.0 acre tract;

THENCE with the fence along the west line of said 159.0 acre tract the following twelve (12) courses;

1. N 01°12'W 71.2 feet;
2. N 37°07'W 383.7 feet;
3. N 15°10'W 92.6 feet;
4. N 53°25'E 44.2 feet;
5. N 18°26'W 157.4 feet;
6. N 01°23'W 32.74 feet;
7. N 12°00'W 230.6 feet;
8. N 02°15'W 263.5 feet;
9. N 10°36'E 131.8 feet;
10. N 01°54'E 406.5 feet;
11. N 02°44'W 214.3 feet;
12. N 00°11'W 1052.3 feet to the place of BEGINNING Containing 79.39 acres of land.

EXHIBIT B

EXHIBIT C

Doc	Bk	Vol	Pg
00025538	OPR	1733	760

A 4.25 acre tract of land out of and a part of Quarter Section, Numbers 14 and 17 of the B. F. Hanna League, situated in Hays County, Texas, being more particularly described as being part of those certain two tracts of land that were conveyed to Clayton S. Brown and wife, Henry Louise Brown, by deeds of record in Volume 166, Page 264-266 and Volume 268, Page 594-596 of the Hays County, Texas Deed Records, said 4.25 acre tract being more fully described by metes and bounds as follows:

BEGINNING at a steel pin set at a corner fence post at the southwest corner of the above said Quarter Section No. 17, it being also the southwest corner of that certain 160.0 acre tract conveyed to Clayton S. Brown by the above said deed of record in Volume 166, Pages 264-266 of the Hays County, Texas Deed Records;

THENCE with the fence along the west line of the Clayton S. Brown 160.0 acre tract, North 2993.2 feet to a corner fence post set in concrete in the south line of Highway No. 290 for the northwest corner of the 4.25 acre tract herein described;

THENCE with the south line of Highway No. 290, S 89°33'E, 60.0 feet to a steel pin set for the northeast corner of this 4.25 acre tract;

THENCE South 2990.0 feet to a steel pin set in the common line between said Quarter Sections 14 and 17, said steel pin being also in the north line of that certain 23.0 acre tract of land that was conveyed to Clayton S. Brown by the above said deed found of record in Volume 268, Pages 594-596 of the Hayes County, Texas Deed Records;

THENCE S 0°06'E, 100.00 feet to a steel pin set for the southeast corner of this 4.25 acre tract;

THENCE S 88°15'W, 56.0 feet to a steel pin in the fence on the east line of that certain 159.0 acre tract of land that was conveyed to Hardy E. Thompson and wife, Patty Thompson by deed of record in Volume 239, pages 521-524 of the Hays County, Texas Deed Records;

THENCE with the fence between the said Clayton S. Brown 23.0 acre tract and the said Hardy E. Thompson 159.0 acre tract, N 0°06'E, 100.0 feet to a steel pin found at a fence corner at the northeast corner of said Thompson 159.0 acre tract, said point being also the northwest corner of the above said Clayton S. Brown 23.0 acre tract;

THENCE S 88°15'W, 4.0 feet to the place of beginning; and containing 4.25 acres of land.

EXHIBIT C

Doc	Bk	Vol	Pg
00025538	OPR	1733	761

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Oct 26, 2000 at 03:09P

Document Number: 00025538

Amount 21.00

By
Lynn Curry
Lee Carlisle, County Clerk
Hays County



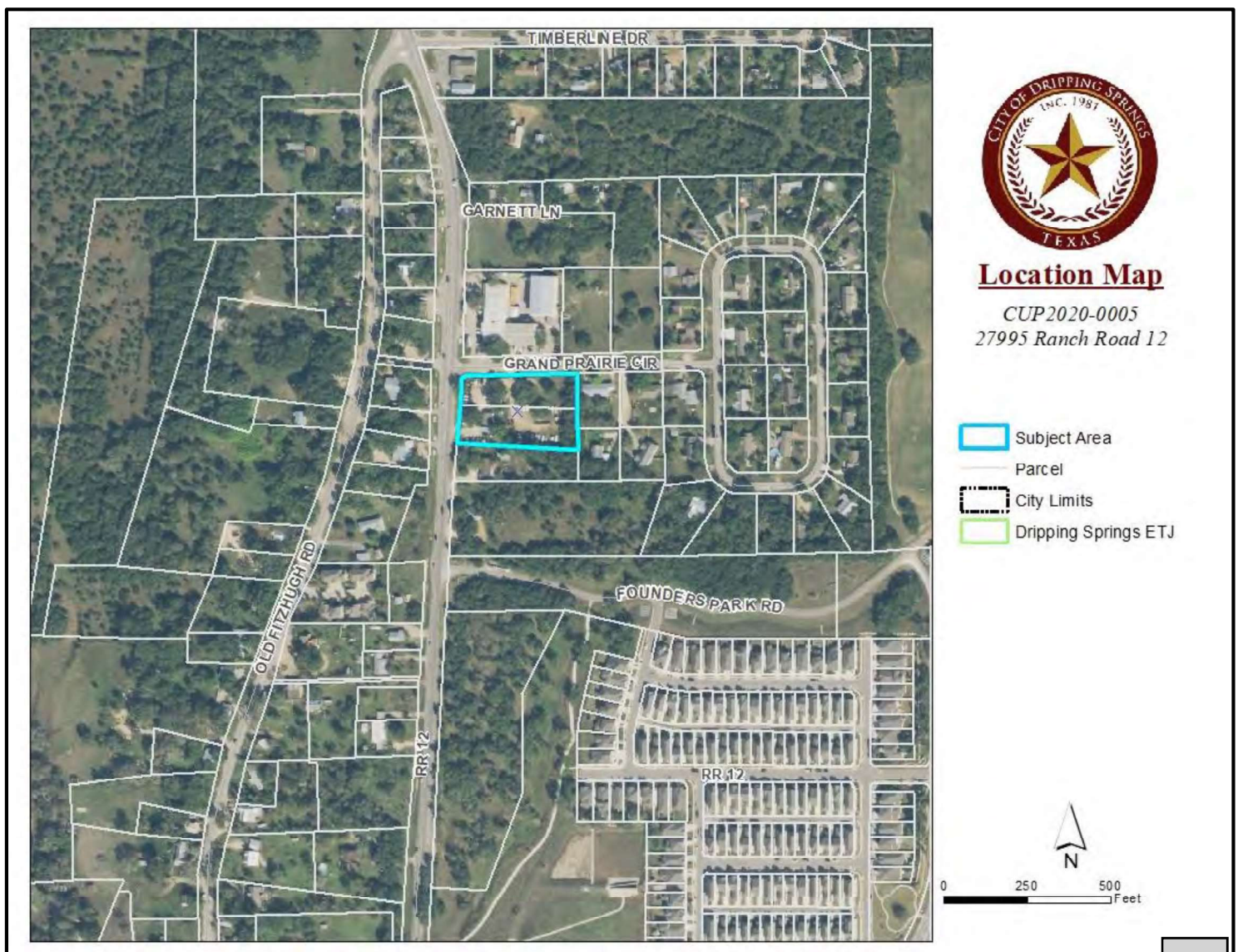
City Council Planning Department Staff Report

Item # 9.

Planning and Zoning Commission Meeting: July 7, 2022
Project No: CUP2022-0003
Project Planner: Tory Carpenter, AICP - Senior Planner

Item Details

Project Name: WHIM Tent
Property Location: 27950 Ranch Road 12
Legal Description: Grand Prairie Subdivision, Lot 1, and approximately
Applicant: Jon Thompson
Property Owner: Whit Hanks
Request: Conditional Use Permit extension to allow the continued use of a tent as a warehouse.



Overview & History

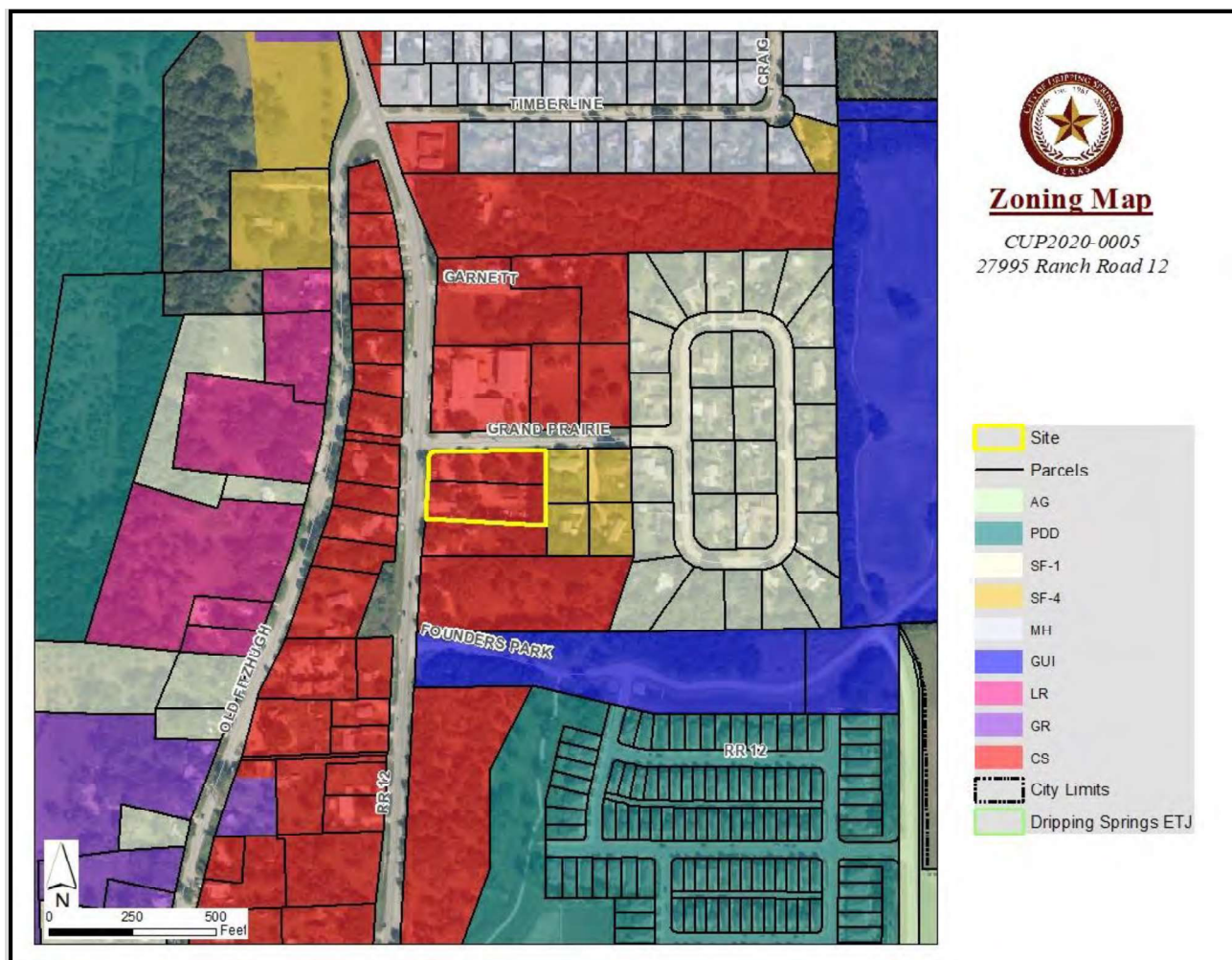
The applicant is requesting the extension of an existing Conditional use Permit to allow the continued use of a warehouse located in a tent on the property.

The original Conditional Use Permit (CUP) was approved by City Council July 2020 with an expiration date of July 14, 2022. This CUP was approved with the following conditions:

1. The property shall adhere to all City codes.
2. The temporary structures and the use are only allowed for a period of two (2) years and will expire without renewal after such time.
3. Upon expiration of the Conditional Use Permit, all temporary structures shall be removed from the site.
4. If the property owner wishes to construct any permanent structures on the site that are not shown on the provided conceptual plan, they shall be required to reapply for a Conditional Use Permit, with the exception of the replacement of the existing manufactured home on the site.
5. If the tent on the site reaches a point where damages are visible, the tent shall be required to be replaced or repaired.
6. All existing structures on the property shall be removed.
7. The tent and storage containers (as shown and allowed by the conceptual plan) shall be properly screened from the right-of-way and are required to be setback at least 25' from the property line where adjacent to residential.
8. A landscape plan shall be required at the time of site plan, which may include the utilization of the existing trees on the site, as well as additional requirements for a landscape buffer.
9. Property owner shall be required to coordinate with the City's architect on the color of the shipping containers, in accordance with 24.03.052(4) of the City's Code of Ordinances.
10. The applicant shall provide plans with the site development permit, which includes drainage improvements as shown on the attached exhibit.
11. Delivery and pickups shall only be allowed between the hours of 7 a.m. and 7 p.m.
12. Delivery trucks shall limit traffic through the Grand Prairie subdivision.
13. The property shall adhere to all Fire and Life Safety Codes found in the International Fire Code.

After approval of the CUP, the applicant began the site development and building permitting process. The building permit was ultimately issued for the tent on December 4, 2020 and the tent was erected and inspected in April.

The applicant intends to submit a new site development permit for a permanent headquarters on this property, at which point they intend to remove the tent.



Surrounding Properties

The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Comprehensive Plan
North	Commercial Services (CS)	Whim Rental Warehouse	The property is located on the edge of a mixed-use activity center on the Future Land Use Map
East	Two-Family Residential (SF-4)	Residential structures	
South	Commercial Services (CS)	Commercial Structure that appears to be leased out to tenants	
West	Commercial Services (CS)	Under development for single-family	

Determination of Extension (3.17.9(e)-Zoning Ordinance)

Approval Criteria	Staff Comments
1. Reason for the lapse;	The applicant stated that the reason for the lapse was a result of longer than expected permitting process and partly related to the Covid-19 pandemic.
2. Ability of the property owner to comply with any conditions attached to the original approval;	Staff did not find any evidence that the conditions listed above were violated.
3. Extent to which development regulations would apply to the plan at that point in time;	No comments.
4. History of code compliance at the premises;	While there are not records of code violations on the site, it is evident that the business is storing equipment and materials outdoors which is not an allowed use in this zoning district. Staff recommends a condition be added to the extension to remove all outdoor storage from the property by August 5, 2022.
5. Consistency of the CUP with the current comprehensive plan.	Approval of this CUP extension would.

Additional Analysis

Staff finds it appropriate to extend the CUP a duration that is approximately equal to the time it took the applicant to erect the usable tent, which was approximately eight months. With that, staff recommends that the CUP expire on March 31, 2023.

Additionally, to address the apparent outdoor storage, staff recommends that a new condition be added to require the removal of all outdoor storage from the site by August 5, 2022.

Staff Recommendation:

Staff recommends approval of the CUP, subject to conditions as outlined in the staff report.

1. The property shall adhere to all City codes.
2. The Conditional Use Permit shall expire on March 31, 2023.
3. Upon expiration of the Conditional Use Permit, all temporary structures shall be removed from the site.
4. If the tent on the site reaches a point where damages are visible, the tent shall be required to be replaced or repaired.
5. The tent and storage containers (as shown and allowed by the conceptual plan) shall be properly screened from the right-of-way and are required to be setback at least 25' from the property line where adjacent to residential.
6. Delivery and pickups shall only be allowed between the hours of 7 a.m. and 7 p.m.
7. Delivery trucks shall limit traffic through the Grand Prairie subdivision.
8. All outdoor storage must be removed from the property by August 5, 2022.

Public Notification

All property owners within a 300-foot radius of the site were notified of the request.

Attachments

Attachment 1 – Conditional Use Permit Application

Attachment 2 – Proposed Site Plan, Example Elevations, Floor Plans

Recommended Action:	Approval of the requested Conditional Use Permit, with the conditions listed above.
Alternatives/Options:	Denial of the Conditional Use Permit; recommend approval of the Conditional Use Permit with no, or alternate, conditions.
Budget/Financial Impact:	None calculated at this time.
Public Comments:	None at this time



DRIPPING SPRINGS
Texas

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

CONDITIONAL USE PERMIT APPLICATION

Case Number (staff use only): _____

☐ NEW APPLICATION ☒ EXTENSION OF A PREVIOUSLY APPROVED CUP

CONTACT INFORMATION

PROPERTY OWNER NAME Whit Hanks, c/o Lucy Hanks Properties, LLC

STREET ADDRESS 2001 Hwy 290 W

CITY Dripping Springs STATE Texas ZIP CODE 78620

PHONE (512) 627-8556 EMAIL whit@whithanks.com

APPLICANT NAME Jon Thompson

COMPANY J Thompson Professional Consulting

STREET ADDRESS PO Box 172

CITY Dripping Springs STATE Texas ZIP CODE 78620

PHONE (512) 568-2184 EMAIL jthompsonconsultingds@gmail.com

PROPERTY INFORMATION	
PROPERTY OWNER NAME	Whit Hanks, Lucy Hanks Properties, LLC
PROPERTY ADDRESS	27950 RR 12, Dripping Springs, Texas 78620
CURRENT LEGAL DESCRIPTION	Grand Prairie, Lot 1A
TAX ID#	R28573 & R18120
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	CS
PROPOSED USE	Temporary Tent
REASON FOR REQUEST (Attach extra sheet if necessary)	<p>The CUP for this project was approved in approximately July 2020. However, the final permit from the City determined by reviewing available files, was received in October 2020. That was for the building permit which allowed for the installation of the tent. We have documentation from February 2021 that we were still gathering material for the construction to comply with the fire code in February 2021. The Certificate of Occupancy is not believed to have been received before March or April of 2021. This means that the actual occupancy of the tent has been little more than one year while we were only given two years for the CUP. Considering the extent and length of the pandemic has certainly gone longer than anyone in July of 2020 anticipated and with the length of time that it took to receive the other required permits it is our position that we should minimally receive a one-year extension, though we would like to request a two-year extension considering that we are submitting the permanent headquarters site plan for WHIM soon.</p>

COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? *

(See attached agreement).

☒ YES (REQUIRED)* ☐ YES (VOLUNTARY)* ☐ NO*

* If proposed subdivision is in the City Limits, compliance with Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.

Voluntary compliance is strongly encouraged by those not required by above criteria (see Outdoor Lighting tab on the COPS webpage and online Lighting Ordinance under Code of Ordinances tab for more information).

APPLICANT'S SIGNATURE

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

Whit H. Hanks

Name

Manager

Title

STATE OF TEXAS §

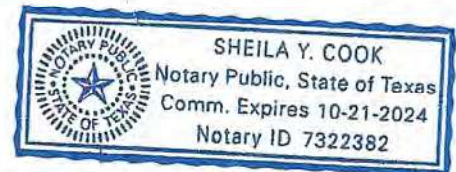
§

COUNTY OF HAYS §

This instrument was acknowledged before me on the 20 day of April,
2022 by Whit H. Hanks.

Sheila Y. Cook
Notary Public, State of Texas

My Commission Expires: 10/21/2024



Jon Thompson, J Thompson Professional Consulting
Name of Applicant

CONDITIONAL USE PERMIT SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:

Jon Thompson
Applicant Signature

April 19, 2022

Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PDF/Digital Copies of all submitted Documents
		When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Application Fee (refer to Fee Schedule)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plans Approved Site Plan, Building Permit
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps/Site Plan/Plat
<input type="checkbox"/>	<input type="checkbox"/>	Architectural Elevation (if applicable) N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (attach extra sheets if necessary) Included in Application
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign (refer to Fee Schedule)
		Proof of Ownership-Tax Certificate or Deed

Received on/by: _____

Project Number: _____
Only filled out by staff

DRIPPING SPRINGS
Texas

BILLING CONTACT FORM

Project Name: 27950 RR 12 CUP ExtensionProject Address: 27950 RR 12, Dripping Springs, Texas 78620Project Applicant Name: Jon Thompson, J Thompson Professional Consulting

Billing Contact Information

Name: Whit Hanks, c.o Lucy Hanks Properties, LLCMailing Address: 2001 W Hwy 290Dripping Springs, Texas 78620Email: whit@whithanks.comPhone Number: (512) 627-8556

Type of Project/Application (check all that apply):

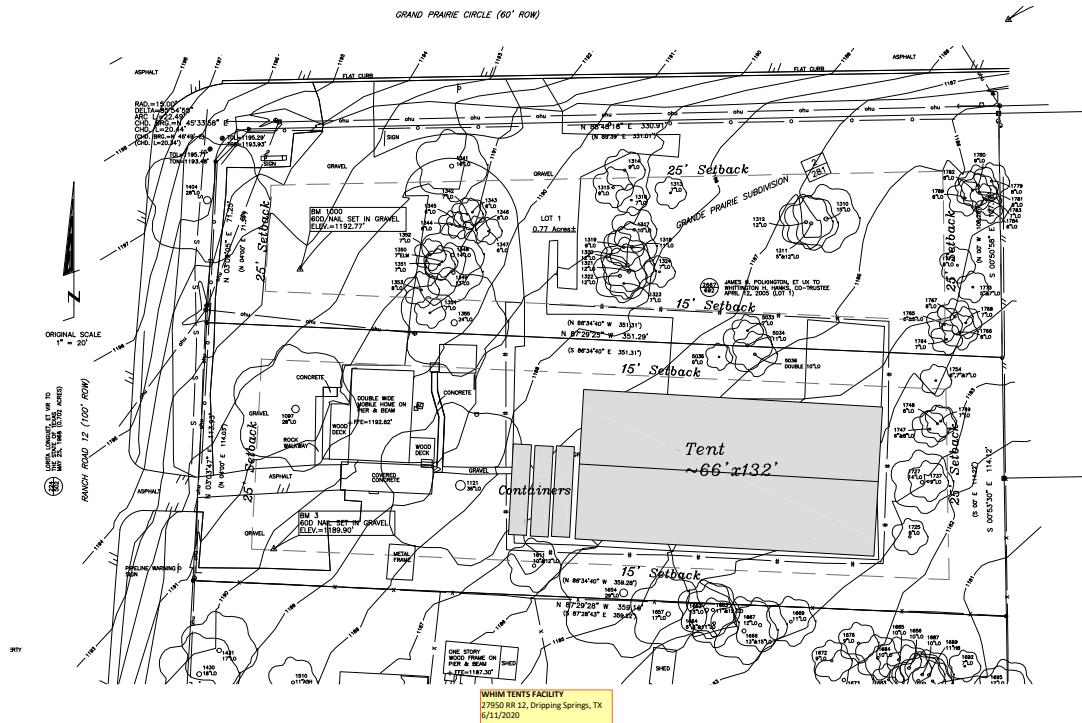
- | | |
|--|--|
| <input type="checkbox"/> Alternative Standard | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Certificate of Appropriateness | <input type="checkbox"/> Street Closure Permit |
| <input checked="" type="checkbox"/> Conditional Use Permit Extension | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Waiver |
| <input type="checkbox"/> Exterior Design | <input type="checkbox"/> Wastewater Service |
| <input type="checkbox"/> Landscape Plan | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Lighting Plan | <input type="checkbox"/> Zoning |
| <input type="checkbox"/> Site Development Permit | <input type="checkbox"/> Other _____ |

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. **Please see the online Master Fee Schedule for more details.** By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*

Jon Thompson
Signature of Applicant

April 19, 2022

Date





TENT



PROPOSED SHIPPING CONTAINER



PROPOSED SHIPPING CONTAINER



Parking

Portable trailer for
general sales and
operations office use

3 Shipping containers

20m x 35m Tent
(Approximate 66'x115')

POTENTIAL LAYOUT

CITY OF DRIPPING SPRINGS

ORDINANCE No. [REDACTED]

Conditional Use Permit

AN ORDINANCE APPROVING THE EXTENSION OF A CONDITIONAL USE PERMIT FOR THE USE OF OFFICE WAREHOUSE WITHIN THE COMMERCIAL SERVICES ZONING DISTRICT FOR A PERIOD NOT TO EXCEED TWO YEARS FOR A PROPERTY LOCATED SOUTH OF GRAND PRAIRIE CIRCLE, AND EAST OF RANCH ROAD 12 (R28573 AND R18120), UNDER EXHIBIT A, ZONING ORDINANCE, SECTION 3.17, CONDITIONAL USE PERMIT AS ATTACHED IN EXHIBIT “A”; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; PUBLICATION; EFFECTIVE DATE; PROPER NOTICE & MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to promote reasonable, sound, and efficient land use and development within the City of Dripping Springs (“City”); and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to regulate zoning within the City; and

WHEREAS, the City of Dripping Springs desires to approve a conditional use permit because of the unique nature of this property, and the land use is compatible with the permitted land uses in a given zoning district only under current conditions; 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 of Dripping Springs to adopt this Ordinance.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as expressly set forth herein.

2. ENACTMENT

The Conditional Use Permit is approved as presented in Exhibit "A" to this ordinance.

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. EFFECTIVE DATE

This Ordinance and Conditional Use Permit shall be effective immediately upon passage and publication.

6. PROPER NOTICE & MEETING

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

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

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"**City of Dripping Springs | Conditional Use Permit**

Granted to allow the land use of "office warehouse" on a property that is currently zoned Commercial Services (CS) District located at:

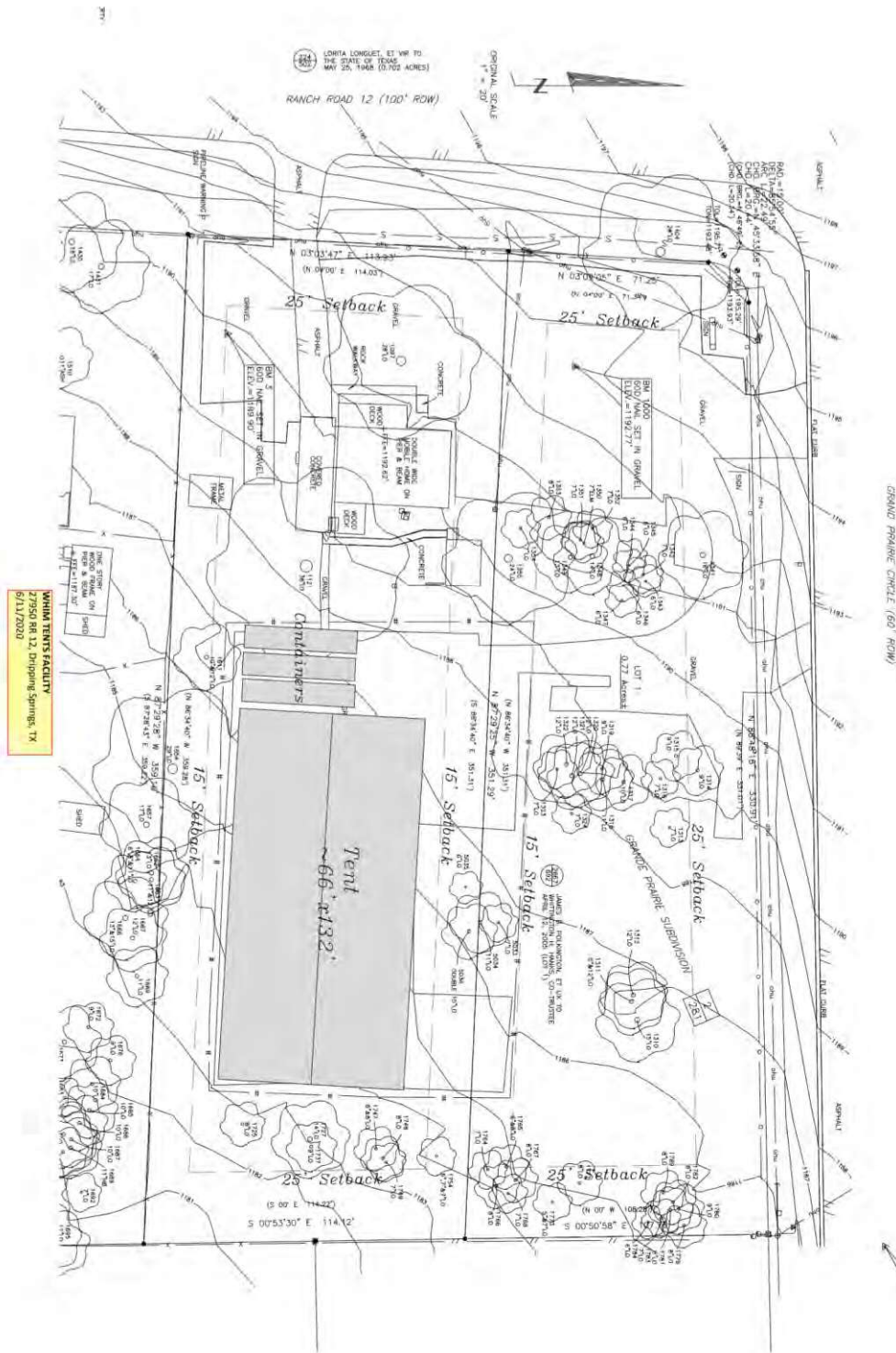
27950 Ranch Road 12, Dripping Springs, Texas, 78620

Approved by the City of Dripping Springs City Council on _____

Operation of an office warehouse at the above-mentioned location is allowed pursuant to the following regulations:

1. The property shall adhere to all City codes.
2. The temporary structures and the use are only allowed for a period of two (2) years and will expire without renewal after such time.
3. Upon expiration of the Conditional Use Permit, all temporary structures shall be removed from the site.
4. If the property owner wishes to construct any permanent structures on the site that are not shown on the provided conceptual plan, they shall be required to reapply for a Conditional Use Permit, with the exception of the replacement of the existing manufactured home on the site.
5. If the tent on the site reaches a point where damages are visible, the tent shall be required to be replaced or repaired.
6. All existing structures on the property shall be removed.
7. The tent and storage containers (as shown and allowed by the conceptual plan) shall be properly screened from the right-of-way and are required to be setback at least 25' from the property line where adjacent to residential.
8. A landscape plan shall be required at the time of site plan, which may include the utilization of the existing trees on the site, as well as additional requirements for a landscape buffer.
9. Property owner shall be required to coordinate with the City's architect on the color of the shipping containers, in accordance with 24.03.052(4) of the City's Code of Ordinances.
10. The applicant shall provide plans with the site development permit, which includes drainage improvements as shown on the attached exhibit.
11. Delivery and pickups shall only be allowed between the hours of 7 a.m. and 7 p.m.
12. Delivery trucks shall limit traffic through the Grand Prairie subdivision.

13. The property shall adhere to all Fire and Life Safety Codes found in the International Fire Code.















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

Submitted By: Craig Rice, Maintenance Director

Council Meeting Date: July 5, 2022

Agenda Item Wording: Discuss and consider possible action regarding variance requests to the Dripping Springs Water Supply Corp for irrigation schedules and reduced water consumption at Sports and Recreation Park and Founders Memorial Park. *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor: Dripping Springs Youth Sports Association

Summary/Background: Drippings Springs Youth Sports Association (DSYSA) is requesting the City of Dripping Springs submit a variance request to the Dripping Springs Water Supply Corp (DSWSC) to irrigate sports fields more than the current water striction will allow at Sports and Recreation Park and Founders Memorial Park. Fields are starting to have large cracks withing the fields of play and present hazards for patrons utilizing the sports fields.

DSWSC Stage 3 Water Restrictions watering schedule for commercial and HOA is Friday only for odd numbered addresses and Tuesday only for even numbered addresses. Automatic irrigation watering times are 12:01 am – 6:00 am.

Prior to Stage 3 water restriction where set in place, DSYSA had the automatic irrigation schedule set to Monday, Wednesday, Friday with each zone on for 30 minutes at Sports and Recreation Park. For Founders Memorial Park there are two irrigation programs utilized with each zone turned on for 30 minutes. Program “A” is Monday, Wednesday, Thursday and program “B” is Tuesday, Thursday, Saturday.

For Sports and Recreation Park, the proposed schedule for a variance would reduce the number of days of irrigation to 2 days (Tuesday and Friday) with each zone on for 30 minutes during the allotted time frame of the Stage 3 water restrictions.

For Founders Memorial Park, the proposed schedule for a variance would reduce the number of days for both programs to 2 days. Program “A” reset to Monday and Thursday with each zone on for 30 minutes. Program “B” reset to Tuesday and Saturday with each zone on for 30 minutes during the allotted time frame of the Stage 3 water restrictions. Founders Memorial Park irrigation system does utilize a rain sensor to minimize over watering

during rain events. The irrigation meter is under DSYSA for DSWSC billing and a variance for Founders Memorial Park would need to be submitted by DSYSA.

Commission Recommendations:	N/A
Recommended Council Actions:	City Council approval for city staff and DSYSA to apply for water usage variances to the Dripping Springs Water Supply.
Attachments:	<p>DSYSA IRRIGATION Template Summer.pdf</p> <p>Founders Memorial Park Summer schedule.pdf</p> <p>2017 – DSYSA_Maintenance & Use Agreement Founders Memorial Park and Sports and Rec Park.pdf</p>
Next Steps/Schedule:	<p>City staff to submit a variance request to the Dripping Springs Water Supply Corp for irrigation schedule and reduced water consumption at Sports and Recreation Park.</p> <p>DSYSA allowed to submit a variance request to the Dripping Springs Water Supply Corp for irrigation schedule and reduced water consumption at Founders Memorial Park.</p>

IRRIGATION REPORT

DATE: _____

Item # 10.



Property: DSYSA
 Meter Address: MAIN METER IS AT 4WAY STOP
 Start Time (A) Monday,Wednesday, Friday 12:00AM,
 (B) _____
 (C) _____
 (D) _____

Controller Brand: Weathermatic Smartline
 Controller Location: Electrict pole S. entry
 Controller Number: 1
 Controller Lock Combination: _____
 Shut Off Location: S. of clock along path

P.O. Box 161686, Austin, Texas 78716
 Tel: 512.326.1126 | Fax: 512.535.1936
www.sunscapeaustin.com

Sub meter/DCA/MV

Loc #	Location	S - Spray R - Rotor B - Bubbler D - Drip	Turf/Bed/Color T/B/C	Program	Minutes/Zone	# Days per week	Lateral Leak	Broken Heads	Adjusted Heads	Cleaned Nozzles	Broken Nozzles	Zone Won't Turn Off	Zone Won't Turn On	Broken Fitting	Other	Repair Made
1	At Controller	R - Rotor	T	A	30	1										
2	Center of Field	R - Rotor	T	A	30	1										
3	Next to Zone 1	R - Rotor	T	A	30	1										
4	Next to Zone 3	R - Rotor	T	A	30	1										
5	Next to Zone 4	R - Rotor	T	A	30	1										
6	Next to Zone 5	R - Rotor	T	A	30	1										
7	Next to Zone 6	R - Rotor	T	A	30	1										
8	Next to Zone 7	R - Rotor	T	A	30	1										
9	Next to Zone 8	R - Rotor	T	A	30	1										
10	Next to Zone 9	R - Rotor	T	A	30	1										
11	Next to Zone 10	R - Rotor	T	A	30	1										
12	Next to Zone 11	R - Rotor	T	A	30	1										
13	Next to Zone 12	R - Rotor	T	A	30	1										
14	Next to Zone 13	R - Rotor	T	A	30	1										
15	Next to Zone 14	R - Rotor	T	A	30	1										
16	Next to Zone 15	R - Rotor	T	A	30	1										
17	Next to Zone 16	R - Rotor	T	A	30	1										
18	Next to Zone 17	R - Rotor	T	A	30	1										
19	Next to Zone 18	R - Rotor	T	A	30	1										
20	Next to Zone 19	R - Rotor	T	A	30	1										
21	Next to Zone 11	R - Rotor	T	A	30	1										

NOTES:

IRRIGATION REPORT

DATE: _____

Item # 10.



Property: DSYSA
 Meter Address: MAIN METER AT 4 WAY STOP
 Start Time (A) Monday, Wednesday, Friday 12:00AM,
 (B) _____
 (C) _____
 (D) _____

Controller Brand: Weathermatic Smartline
 Controller Location: On fence of baseball field
 Controller Number: 2
 Controller Lock Combination: N/A
 Shut Off Location: Under clock in box

P.O. Box 161686, Austin, Texas 78716
 Tel: 512.326.1126 | Fax: 512.535.1936
www.sunscapeaustin.com

MV/ FLOW METER/ DCA

Loc #	Location	S - Spray R - Rotor B - Bubbler D - Drip	Turf/Bed/Color T/B/C	Program	Minutes/Zone	# Days per week	Lateral Leak	Broken Heads	Adjusted Heads	Cleaned Nozzles	Broken Nozzles	Zone Won't Turn Off	Zone Won't Turn On	Broken Fitting	Other	Repair Made
1	RIGHT SIDE FIELD	R - Rotor	T	A	30	1										
2	NEXT TO 1	R - Rotor	T	A	30	1										
3	NEXT TO 2	R - Rotor	T	A	30	1										
4	NEXT TO 3	R - Rotor	T	A	30	1										
5	NEXT TO 4	R - Rotor	T	A	30	1										
6	NEXT TO 5	R - Rotor	T	A	30	1										
7	NEXT TO 6	R - Rotor	T	A	30	1										
8	NEXT TO 7	R - Rotor	T	A	30	1										
9	NEXT TO 8	R - Rotor	T	A	30	1										
10	NEXT TO 9	R - Rotor	T	A	30	1										
11	END OF FIELD @ CONTROL	R - Rotor	T	A	30	1										
12	OPPOSITE END OF FIELD	R - Rotor	T	A	30	1										
13	Front of clock	R - Rotor	T	A	30	1										
14	Corner of parking lot	R - Rotor	T	A	30	1										
15																
16																
17																
18																
19																
20																

NOTES:

IRRIGATION REPORT

DATE: _____

Item # 10.



Property: DSYSA
 Meter Address: MAIN METER IS AT 4WAY STOP
 Start Time (A) Monday,Wednesday, Friday 12:00AM,
 (B) _____
 (C) _____
 (D) _____

Controller Brand: Weathermatic Smartline
 Controller Location: In fenced area between fields
 Controller Number: 3
 Controller Lock Combination: _____
 Shut Off Location: IN CAGE BY BASEBALL AREA

P.O. Box 161686, Austin, Texas 78716
 Tel: 512.326.1126 | Fax: 512.535.1936
www.sunscapeaustin.com

M/V. /FLOW METER./ RPZ/ PUMP

Loc #	Location	S - Spray R - Rotor B - Bubbler D - Drip	Turf/Bed/Color T/B/C	Program	Minutes/Zone	# Days per week	Lateral Leak	Broken Heads	Adjusted Heads	Cleaned Nozzles	Broken Nozzles	Zone Won't Turn Off	Zone Won't Turn On	Broken Fitting	Other	Repair Made	NOTES:
1	SIDE ALONG BASEBALL FIELD	R - Rotor	T	A	30	1											
2	END OF FIELD AT ROAD	R - Rotor	T	A	30	1											
3	SIDE OF FIELD @ PARKING	R - Rotor	T	A	30	1											
4	END OF FIELD@BASEBALL	R - Rotor	T	A	30	1											
5	MIDDLE OF FIELD LEFT	R - Rotor	T	A	30	1											
6	MIDDLE OF FIELD RIGHT	R - Rotor	T	A	30	1											
7																	
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	
16																	
17																	
18																	
19																	
20																	

IRRIGATION REPORT

DATE: _____

Item # 10.



Property: Founders Memorial Park
 Meter Address: Pump
 Start Time (A) MONDAY , WEDNESDAY , THURSDAY 8:00PM
 (B) TUESDAY , THURSDAY , SATURDAY 8:00PM
 (C) _____
 (D) _____

Controller Brand: Rainbird ESP-LX
 Controller Location: _____
 Controller Number: 1
 Controller Lock Combination: _____
 Shut Off Location: Middle field

P.O. Box 161686, Austin, Texas 78716
 Tel: 512.326.1126 | Fax: 512.535.1936
www.sunscapeaustin.com

Rain sensor yes ☒ no

Loc #	Location	S - Spray R - Rotor B - Bubbler D - Drip	Turf/Bed/Color T/B/C	Program	Minutes/Zone	# Days per week	Lateral Leak	Broken Heads	Adjusted Heads	Cleaned Nozzles	Broken Nozzles	Zone Won't Turn Off	Zone Won't Turn On	Broken Fitting	Other	Repair Made	NOTES:
1	Left of control	R - Rotor	T	A	30												
2	West of field	R - Rotor	T	A	30												
3	Middle field	R - Rotor	T	A	30												
4	Middle field South	R - Rotor	T	A	30												
5	Middle field South	R - Rotor	T	A	30												
6	Middle field South	R - Rotor	T	A	30												
7	Middle field South	R - Rotor	T	A	30												
8	South field- North	R - Rotor	T	A	30												
9	South field- North	R - Rotor	T	A	30												
10	South field- North	R - Rotor	T	A	30												
11	South field middle	R - Rotor	T	A	30												
12	South field middle	R - Rotor	T	A	30												
13	South field middle	R - Rotor	T	A	30												
14	South field - S, side	R - Rotor	T	A	30												
15	South field - S, side	R - Rotor	T	A	30												
16	South field - S, side	R - Rotor	T	A	30												
17	South field - S, side	R - Rotor	T	A	30												
18	South field - S, side	R - Rotor	T	A	30												
19	South field - S, side	R - Rotor	T	A	30												
20	South field - S, side	R - Rotor	T	A	30												

IRRIGATION REPORT

DATE: _____

Item # 10.



Property: Founders Memorial Park

Meter Address: _____

Start Time (A) MONDAY , WEDNESDAY , THURSDAY 8:00PM

(B) TUESDAY , THURSDAY , SATURDAY 8:00PM

(C) _____

(D) _____

Controller Brand: _____

Controller Location: _____

Controller Number: 1

Controller Lock Combination: _____

Shut Off Location: _____

P.O. Box 161686, Austin, Texas 78716
Tel: 512.326.1126 | Fax: 512.535.1936
www.sunscapeaustin.com

Loc #	Location	S - Spray R - Rotor B - Bubbler D - Drip	Turf/Bed/Color T/B/C	Program	Minutes/Zone	# Days per week	Lateral Leak	Broken Heads	Adjusted Heads	Cleaned Nozzles	Broken Nozzles	Zone Won't Turn Off	Zone Won't Turn On	Broken Fitting	Other	Repair Made
21	South field - west	R - Rotor	T	A	30											
22	South field - west	R - Rotor	T	A	30											
23	Middle field	R - Rotor	T	A	30											
24	Middle field	R - Rotor	T	A	30											
25	Middle field	R - Rotor	T	A	30											
26	NO USE															
27	Middle field	R - Rotor	T	B	30											
28	Middle field - North	R - Rotor	T	B	30											
29	Middle field west	R - Rotor	T	B	30											
30	North field west	R - Rotor	T	B	30											
31	North field N.	R - Rotor	T	B	30											
32	North field N.	R - Rotor	T	B	30											
33	North field N.	R - Rotor	T	B	30											
34	North field N.	R - Rotor	T	B	30											
35	North field N.	R - Rotor	T	B	30											
36	North middle field	R - Rotor	T	B	30											
37	North middle field	R - Rotor	T	B	30											
38	North middle field	R - Rotor	T	B	30											
39	North field S.	R - Rotor	T	B	30											
40	North field S.	R - Rotor	T	B	30											

NOTES:

IRRIGATION REPORT

DATE: _____

Item # 10.



Property: _____
 Meter Address: _____
 Start Time (A) MONDAY , WEDNESDAY , THURSDAY 8:00PM
 (B) TUESDAY , THURSDAY , SATURDAY 8:00PM
 (C) _____
 (D) _____

Controller Brand: _____
 Controller Location: _____
 Controller Number: _____
 Controller Lock Combination: _____
 Shut Off Location: _____

P.O. Box 161686, Austin, Texas 78716
 Tel: 512.326.1126 | Fax: 512.535.1936
www.sunscapeaustin.com

Loc #	Location	S - Spray R - Rotor B - Bubbler D - Drip	Turf/Bed/Color T/B/C	Program	Minutes/Zone	# Days per week	Lateral Leak	Broken Heads	Adjusted Heads	Cleaned Nozzles	Broken Nozzles	Zone Won't Turn Off	Zone Won't Turn On	Broken Fitting	Other	Repair Made
41	NO USE	~	~	~	~											
42	North field, south side	R - Rotor	T	B	30											
43	North field, south side	R - Rotor	T	B	30											
44	Middle field, North	R - Rotor	T	B	30											
45	Front of clock	R - Rotor	T	B	30											
46	Front of clock west	R - Rotor	T	B	30											
47	Front of clock west	R - Rotor	T	B	30											
48	Front of clock North	R - Rotor	T	B	30											
49																
50																
51																
52																
53																
54																
55																
56																
57																
58																
59																
60																

NOTES:

THE STATE OF TEXAS

CITY OF DRIPPING SPRINGS

COUNTY OF HAYS

§
§
§
§
§

KNOW ALL BY THESE PRESENT:

MAINTENANCE AND USE AGREEMENT Founders Memorial Park and Sports & Recreation Park

THIS MAINTENANCE AND USE AGREEMENT (the “Agreement”) is entered into by and between the City of Dripping Springs, Hays County, Texas, (the “City”), a general law municipality organized and operating under the general laws of the state of Texas, and Dripping Springs Youth Sports Association, Inc. (“DSYSA”), a Texas non-profit corporation.

I. RECITALS

- A. DSYSA is a registered Texas non-profit corporation in good standing whose purpose is to provide to the youth of Dripping Springs and surrounding areas sports programs that encourage a healthy lifestyle, teamwork, leadership, sportsmanship and volunteerism.
- B. On January 1, 1999, the City and DSYSA entered into an Agreement allowing DSYSA to use a portion of the City’s Founders Memorial Park (“Founders Park”) for youth athletic soccer programs. That Agreement expired on December 31, 2004.
- C. On January 1, 1999, the City and DSYSA entered into an Agreement allowing DSYSA to use a portion of the City’s Sports and Recreation Park (“Sports Park”) for youth athletic programs. This Agreement expired on December 31, 2008.
- D. On August 16, 2016, the City and DSYSA entered into an Agreement allowing DSYSA to use a portion of the City’s Sports and Recreation Park (“Sports Park”) and a portion of the City’s Founders Memorial Park (“Founders Park”) for youth athletic programs. This Agreement expires on March 31, 2016.
- E. DSYSA now desires to again enter into a long-term maintenance and use agreement with the City of Dripping Springs that allows DSYSA to maintain, use and improve the athletic fields of the Founders Park and Sports Park (collectively the “Parks”) for its athletic programs as provided below.
- F. On June 18th, 2009, the City and DSYSA entered into an Agreement allowing DSYSA to use the Concession Stand and Restroom Facilities at Sports Park for youth athletic programs. This Agreement expired on April 14th, 2014.
- G. DSYSA now desires to again enter into a long-term maintenance and use agreement with the City of Dripping Springs that allows DSYSA to maintain, use and improve the Concession Stand and Restroom Facilities of Sports Park.

- H. The City desires to aid DSYSA and, accordingly, agrees to allow DSYSA to maintain and use a portion of the Parks for its youth athletic programs as provided below.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants described herein, the parties hereto agree as follows:

- A. The City does hereby grant DSYSA "First Priority" to use those certain areas of land designated as athletic fields in the Parks, and more fully described in Exhibit "A" and Exhibit "B", attached hereto and incorporated for all purposes (the "Areas"). First Priority describes DSYSA's right to reserve park Areas for DSYSA use *after* the City has reserved park Areas for City use and *before* members of the general public reserve park Areas for public use.
- B. The City does hereby grant DSYSA First Priority to use park Areas in accordance with the following:
1. DSYSA shall be permitted to place portable storage buildings in the Areas or nearby in the Parks, provided that there is no objection from the Texas Parks and Wildlife Department, or its successors ("TPWD"). If TPWD objects to the placement of storage buildings in the Parks, the City will use its best efforts to allow DSYSA to use the City's storage facilities in the Parks. The placement, design, and location of the storage buildings must be approved by the City in advance.
 2. The use of the Areas shall be for DSYSA-sponsored sports events, including but not limited to, games, practices, tournaments, workshops, and related activities. All said activities, events, etc., shall be scheduled around any regularly City scheduled activities and uses of the Parks. The City and DSYSA will communicate and agree on a calendar of events for the following 6 months in June and December of every year.
 3. DSYSA will not schedule activities other than repair or maintenance during the months of December and July, or a thirty (30) day period in close proximity to these two (2) months, without first obtaining City approval to allow for "turf rest".
 4. DSYSA is entitled to First Priority use. The City may allow public use of the Areas at all other times.
 5. Sunday shall be the one (1), twenty-four (24) hour period each week that two (2) fields at Sports Park and one (1) or two (2) fields at Founders Park will be open to the general public. This shall be a day for which the City has not scheduled City-sponsored activities, and to which DSYSA's First Priority use shall not apply. At Founders Park, there shall be an additional day that the one

(1) or two (2) fields will be open to the general public. The City Administrator (or the City Administrator's designee) must approve which days the fields will be available to the general public. The fields cannot be watered on these days.

6. DSYSA shall erect signage in the Areas informing the public of the days the fields are reserved for public use. The City Administrator (or the City Administrator's designee) must approve the location and content of the signs.
7. The City reserves the right to adapt the "Parks" for 210 water reuse. Should the City wish to move forward with 210 water reuse, the City will provide DSYSA with 365 day notice and ongoing communication and coordination with DSYSA as to the location of those improvements.
8. The City reserves the right to repair, improve, relocate, or remove lighting at the "Parks" to be in compliance with Article 24.06 of the City of Dripping Springs Code of Ordinances. City will provide DSYSA with 180 day notice and ongoing communication and coordination with DSYSA as to the location and types of those lighting changes and the disruption in "Parks" access during the changes.

C. As consideration for the granting of the use of the Parks, DSYSA agrees, under its financial responsibility, to maintain the Parks:

1. Definition. "Youth Baseball and Softball Fields" means that portion of the Sports Park consisting of the Youth Baseball Field and the Youth Softball Field as shown in cross-hatching on the labeled aerial photograph attached and made a part hereof as Exhibit B.
2. DSYSA will maintain the Areas. DSYSA shall establish separate accounts and billing in the name of the DSYSA with providers of all utility services to the Areas, and in the case of water, gas, and electrical power shall provide for separate meters to reflect DSYSA's use of those services at the Areas. DSYSA shall be responsible for paying for all utility services supplied to the Areas.
3. DSYSA will maintain the Areas. Maintenance shall include mowing the Areas at least once a month.
4. The City will pay up to, but not to exceed, \$13,000.00 for the water used on the Areas and for the water used in the rest of the Sports Park.
5. DSYSA will pay for the miscellaneous expenses for all Areas.
6. The City will pay for the maintenance and miscellaneous expenses for the rest of the Parks (e.g., playscape, trail, multi-use course, volleyball court, landscaping, picnic tables, benches, bar-b-que pits, wildscape garden area, signage, etc.).

7. DSYSA will be responsible for emptying the trashcans near the Areas. The City will be responsible for emptying the rest of the trashcans in the Parks.
8. DSYSA will pay for at least two (2) portable toilets near the Youth Baseball and Softball Fields during DSYSA's sports seasons.
9. DSYSA will be responsible for the security of the Youth Baseball and Softball Fields except for when those fields are being used for non-DSYSA activities as authorized by the City. The City will be responsible for the security of the rest of the Parks and for DSYSA facilities that were authorized for use by the City for non-DSYSA activities.
10. The City currently carries and agrees to maintain Liability and Property insurance for the entire Parks and requires all parties to maintain Liability and Property insurance for their events.
11. The City will be responsible for the cost of materials for irrigation repairs on the Areas, and the DSYSA will be responsible for the cost of labor for irrigation repairs on the Areas.
12. DSYSA and the City will agree to a water use schedule for the Areas that will become part of this agreement. Once the City and DSYSA agree to a water schedule, at no time can the schedule be changed or modified without prior notification and agreement by both parties, unless required by watering restrictions or conservation requirements. Notification must be in writing and submitted seventy-two (72) hours in advance. Only those persons listed in this Agreement are authorized to operate the instrumentation/control boxes for the sprinkler systems or authorize a change in the watering schedule.

Authorized Representatives:

DSYSA	President or delegate
City	Parks & Recreation Commission Designee

13. Within ten (10) days of the effective date of the Agreement or within ten (10) days of the anniversary date of this Agreement, DSYSA will supply the City with yearly season schedules for baseball and soccer. During a season, no Area shall be illuminated between 10:30 p.m. and sunrise, except to conclude a scheduled recreational or sporting event in progress that began prior to 9:30 p.m. DSYSA agrees to illuminate the fields only during a season unless otherwise authorized by the City. DSYSA will inform the City of any changes to season schedules throughout the year.
- D. The City does hereby grant DSYSA use of the Concession Stand and Restroom Facilities at Sports Park in accordance with the following terms:
1. In consideration of the City granting DSYSA the ability to temporarily occupy and operate the Concession Stand, and DSYSA paying for all utilities necessary

for operation and maintenance of the Concession Stand, no financial remuneration shall be exchanged between the parties. However, DSYSA agrees to follow the fee structure set below when subletting the facilities to non-profit groups as approved in writing in advance by the City:

Fifty dollars (\$50.00) per day, paid directly to the City.

2. DSYSA shall make the Concession Stand available for sublet by other non-profits, service organizations and any other group as recommended by the City when there is not a conflict with DSYSA activities.
3. Any group subletting the Concession Stand from DSYSA shall deposit with the City a check or money order made payable to the City in the amount of two hundred dollars (\$200.00) to be held by the City for application toward the expense of any cleaning or repair work that must be performed on the Concession Stand by the City as a result of such activities. If no cleaning or repairs are necessary, the City shall refund the deposit within fourteen (14) days of the cessation of the use term.
4. The City shall be responsible for the availability of water, wastewater, and electricity at the Concession Stand at City expense.
5. DSYSA shall be solely responsible for all equipment, supplies, food and wares necessary for operation of the Concession Stand. All appliances or equipment installed or affixed by DSYSA to the Concession Stand must be approved by the City in advance, be maintained by DSYSA, and becomes property of the City at the end of Agreement. All portable appliances or equipment brought into the Concession Stand by DSYSA shall be maintained by DSYSA and remain the property of DSYSA, and be subject to removal by DSYSA upon termination of this Agreement, or any subsequent extensions or renewals.
6. DSYSA shall not leave waste or damage to the Concession Stand. DSYSA shall exercise reasonable care and due diligence to avoid harming the Park grounds. DSYSA shall restore or rehabilitate the sites and the access to them at the termination of this Agreement. This requirement shall not apply to normal wear and compression on the grass.
7. DSYSA shall remove all trash it generates from the Parks by depositing it in a dumpster provided on site by the City, which shall regularly be emptied at City expense.
8. This Agreement shall not be construed as a grant by the City of an exclusive right to DSYSA to operate the Concession Stand. This Agreement shall not grant DSYSA a perpetual permit to use the Concession Stand or other aspects of the Park.
9. The City shall be solely responsible for all supplies necessary for the use and maintenance of the Restrooms Facilities. The City shall be responsible for

cleaning, use and maintenance of Restroom Facilities when the Concession Stand is not in use. DSYSA shall be responsible for cleaning, use and maintenance of Restroom Facilities when the Concession Stand is in use. DSYSA will perform a final cleaning and walkthrough of Restroom Facilities after the Concession Stand closes.

10. The City shall be responsible for major repairs to permanent fixtures for the Concession Stand and Restroom Facilities.

E. As additional consideration for the granting of the use of the Parks, DSYSA agrees, under its financial responsibility, to perform the following:

1. Construct or improve and maintain within the Areas in substantial accordance with the plans and specifications as approved by the City and outlined below and in Exhibits "A" and "B" attached hereto.
2. Maintain safe and reliable equipment related to the Areas. Those that are not permanent improvements will be stored in a secure place when not in regular use.
3. Reseed, mow, and fertilize the Areas as needed in an environmentally and fiscally responsible manner.
4. DSYSA shall be responsible for litter control at the Parks, except during and immediately after City-sponsored activities. This task entails picking up litter off the grounds and around the Areas. Time allotted toward litter control must be a minimum of four (4) hours per month. Trash cans shall be provided at the Areas by DSYSA. Litter must be disposed of in dumpsters provided by the City.

F. It is understood and agreed between the parties that:

1. DSYSA must purchase and maintain its own liability insurance, naming the City as an insured beneficiary.
2. The City shall provide at its expense, an annual contribution to the irrigation costs as specified in its city budget.
3. It is specifically agreed that nothing herein is intended to convey any real property rights of the Areas to DSYSA.
4. The City assumes no responsibility for any property placed by DSYSA or any DSYSA member, agent, or guest, on any Park or in any storage buildings or any part thereof, and the City is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the occupancy of said buildings under this Agreement.

5. DSYSA accepts the premises as-is. DSYSA may change the type of athletic fields only after obtaining written approval from the City for the proposed changes.
6. DSYSA will cooperate with the City to comply with all applicable laws (federal, state and local), including ordinances of the City of Dripping Springs. DSYSA agrees to abide by and conform with all rules and regulations from time to time adopted or prescribed by the City for the government and management of the Parks.
7. DSYSA covenants and agrees to indemnify and hold harmless the City, its agents, servants, and employers, from and against any and all claims for damages or injuries to persons or property arising out of or incident to their use of, or the use and occupancy of, the area by DSYSA, and DSYSA does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property whatsoever kind or character, whether real or asserted, occurring during the term of this Agreement in connection with the use or occupancy of the Parks by DSYSA or its agents, servants, employees, contractors or subcontractors, members, guests or invitees.
8. DSYSA shall not assign this Agreement, or any rights, obligations or entitlements created under this Agreement.
9. This Agreement embodies the entire agreement between the parties and may not be modified unless in writing, executed by all parties.
10. Either party may terminate this Agreement without cause upon the terminating party giving the non-terminating party one year (365 days) written notice. The City shall not terminate this Agreement as it pertains to Sports Park to reassign the use rights to any other entity during the first ten (10) years after the effective date of this Agreement.
11. Non-performance: This Agreement will automatically terminate if DSYSA fails to adequately respond and remedy any complaints or concerns from the City within thirty (30) days of a written request by the City. An extension may be granted by the City Administrator for an additional sixty (60) days upon request of DSYSA.
12. All notices in connection with this Agreement shall be in writing and shall be considered given as follows:
 - A. When delivered personally to the recipient's address as stated in this Agreement; or
 - B. Five (5) days after being sent by certified mail in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to DSYSA:

Dripping Springs Youth Sports Association, Inc.
 Post Office Box 637
 Dripping Springs, TX 78620
 Attn: President

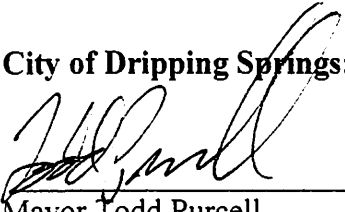
Notice to CITY:

City of Dripping Springs
 511 Mercer Street/P.O. Box 384
 Dripping Springs, TX 78620
 Attn: City Administrator

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and DSYSA.

13. This Agreement shall be valid when signed both parties and for a period of ten (10) years, unless terminated earlier as provided herein.
14. This Agreement shall be effective upon final signing by both parties.

IN WITNESS WHEREOF, CITY and DSYSA have executed this Agreement on the dates indicated.

City of Dripping Springs:
 by: 
 Mayor Todd Purcell

Dripping Springs Youth Sports Association, Inc.:
 by: _____
 Scott Tomhave, President

Date Signed: June 13, 2017

Date Signed: _____

ATTEST:



Deborah L. Loesch
 Deborah L. Loesch
 Deputy City Secretary

ATTEST:

Notice to DSYSA:

Dripping Springs Youth Sports Association, Inc.
 Post Office Box 637
 Dripping Springs, TX 78620
 Attn: President

Notice to CITY:

City of Dripping Springs
 511 Mercer Street/P.O. Box 384
 Dripping Springs, TX 78620
 Attn: City Administrator

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City of Dripping Springs:

by:


 Mayor Todd Purcell

Dripping Springs Youth Sports Association, Inc.:

by:

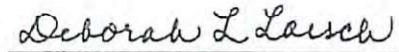

 Scott Tomhave, President

Date Signed: June 13, 2017

Date Signed: June 15, 2017

ATTEST:




 Deborah L. Loesch
 Deputy City Secretary

ATTEST:

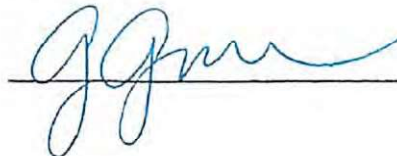
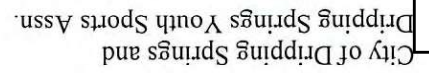


Exhibit "A"
Designated Athletic Fields in Founders Park





**CITY OF DRIPPING SPRINGS
TRANSPORTATION COMMITTEE
AGENDA**

**MONDAY, MAY 23, 2022
3:30-5:00 PM**

COMMITTEE MEMBERS:

Chairman – Travis Crow

City Council Rep.—Geoffrey Tahuahua

Vice Chair-- Sharon Hamilton - LATE

Barrett Criswell – NOT PRESENT

Planning & Zoning Commission Member—Jim
Martin

John Pettit

Ben Sorrell – Non-Voting Member

Chad Gilpin, P.E., City Engineer

-LATE

Aaron Reed, Public Works Director

INVITED GUESTS:

Hays Co. - Precinct 4 Comm. Walt Smith, Precinct 3 Comm. Lon Shell, County Engineer Jerry Borcharding, P.E., Adam Leach, EIT

DSISD – Pam Swanks, Clint Pruett

TxDOT, Austin District, So. Area Office – William Semora, P.E., Reed Smith, P.E.

CAMPO – Doise Miers (Nick Samuel)

HDR (City Traffic Engineering Consultant) –Leslie Pollack, P.E.

Meeting Start 3:30 PM

AGENDA

1. TXDOT

- Project Updates
 - a. RM 150 Pavement marking complete
 - b. 290 and Mercer Sync – ongoing
 - c. Caliterra and RR 12 – talking to Aaron on how they want to move forward
 - d. Arrowhead Ranch – TIA

- New/Other Project(s) Update
 - a. 290 and Martin – anticipate opening end of June
 - b. 150 widening – need to staff project
 - c. 967 – ongoing, meeting attendee asked to be updated on where this will start and was told she would be sent some information
 - d. Creek Road Bridge – low bid, 4 months to build
 - e. Walt brought up concerns regarding 1826 and 967 and signal money not being leveraged
 - f. 1826 improvements

2. Hays County

- Project Updates
 - Speed reduction on Elder Hill, will have a public hearing to discuss
 - Low water crossing at Bear and Sycamore Creek, hoping to begin construction on at least one of them by the end of the year
 - Lots of comments regarding active developments and condo regimes on 1826 that will connect to city roadway in Bear Creek and how it will affect traffic
 - Trautwein – should start soon
- New/Other Projects(s) Update
 - a. Darden Hill and Sawyer Ranch – Need to talk to the school district on how that will work
 - b. Travis Crow – concerns about new developments on 150 with no turn lane access, how do we get them to put turn lanes in, dangerous (Sierra West, for example)

3. Dripping Springs

- New Growth DAWG – Presentation from Developer
 - a. West interceptor will pull wastewater to this intersection
 - b. Landscape median on Roger Hanks
 - c. Will widen all creek road at some point, does not include curb and gutter but they do have drainage

- d. Aaron doesn't want the landscape to be dedicated to the city because of the strain it puts on city maintenance
- e. Woman in attendance is concerned about parking on creek road for the pedestrians and bikers

- 5 Year Road Maintenance Plan

- a. Was approved on council on the 17th
- b. Discussion about Rob Shelton being approved by council and how it will be funded

Travis commented on his happiness that Campo attended and his hopes that they can be more involved moving forward

4. HDR (Traffic Engineering Consultant)

- Status of Traffic Impact Analysis Reviews/Task Orders:
 - a. New Growth – resubmitted with an off side road agreement
 - b. Village Grove – also resubmitted, roadway agreement won't be approved at Council tomorrow, per Lauren
 - c. PDD 11—RR 12 Multi-family project – basically finalized
 - d. Cannon East – haven't received anything back since sending comments
 - e. Dreamland – wants to talk about a TIA to improve their existing operations

5. New Business

6. Adjourn – 4:40PM