



City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, December 05, 2023, at 6:00 PM

AGENDA

CALL TO ORDER & 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

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

City Secretary Andrea Cunningham

IT Director Jason Weinstock

People & Communications Director Lisa Sullivan

Public Works Director Aaron Reed

Planning Director Tory Carpenter

Planning & Zoning Commission Chair Mim James

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who wishes to address the City Council regarding items on the posted agenda may do so at Presentation of Citizens. For items posted with a Public Hearing, the City Council requests that members of the public hold their comments until the item is presented for consideration. Members of the public wishing to address matters not listed on the posted agenda may do so at Presentation of Citizens. Speakers are allotted two (2) minutes each and 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. Speakers are encouraged to sign in to speak, but it is not required. By law no action shall be taken during Presentation of Citizens.

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 these items will be acted upon with a single motion. A member of the City Council, City Staff, or public may request any item listed be considered separately. Items requested may be removed 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 items that are listed elsewhere on the same agenda.

- 1. Approval of the November 7, 2023, City Council regular meeting minutes.**
- 2. Approval of the November 14, 2023, City Council special meeting minutes.**
- 3. Approval of the Appointment of Bob Luddy to the Emergency Management Commission as the representative for Hays County Emergency Services District No. 1, and for a term ending January 1, 2025.**
- 4. Approval of the October 2023 Treasurer's Report.**
- 5. Approval of a Resolution Accepting Improvements and a Maintenance Bond for Cannon Ranch Subdivision Phase 1. *Applicant: CC Carlton Industries, Ltd.***
- 6. Approval of a Resolution Accepting Improvements and a Maintenance Bond for Cannon Ranch Subdivision Offsite Water Improvements. *Applicant: CC Carlton Industries, Ltd.***

BUSINESS AGENDA

- 7. Discuss and consider approval of an Ordinance repealing and replacing Article 28.06 Landscaping and Tree Preservation, including changing procedures, tree preservation requirements, and landscaping changes.**
 - a. Staff Report
 - b. Planning and Zoning Report
 - c. Public Hearing
 - d. Ordinance
- 8. Discuss and consider approval of a Roadway Agreement related to Double L Development Transportation Phasing pursuant to the Amended and Restated Development Agreement. *Pablo Martinez, PE, Brown & Gay Engineers***
 - a. Applicant Presentation
 - b. Staff Report
 - c. Planning and Zoning Report
 - d. Agreement
- 9. Discuss and consider approval of an Agreement with DSCat related to the Caliterra Subdivision for easements related to the West Interceptor. *Sponsor: Mayor Foulds, Jr.***
- 10. Discuss and consider approval of a Wastewater Utility Agreement between the City of Dripping Springs and the Dripping Springs Library District. *Applicant: Dripping Springs Community Library***

- 11. Discuss and consider approval of a Resolution to cast eighteen (18) votes towards the Election of Members of the Hays County Appraisal District Board of Directors. *Sponsor: Mayor Foulds, Jr.***

EXECUTIVE SESSION AGENDA

The City of Dripping Springs City Council 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). Items listed elsewhere in the agenda may be added to the Executive Agenda. The City Council may act on any item listed in Executive Session in Open Session, and no action shall be taken during the Executive Session.

- 12. Consultation with Attorney related to legal questions regarding the development agreement with Double L development. *Consultation with Attorney, 551.071***
- 13. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items. *Consultation with Attorney, 551.071***
- 14. Consultation with Attorney regarding legal issues related to building inspections under development agreement areas in the extraterritorial jurisdiction. *551.071, Consultation with Attorney***

REPORTS

Reports listed are on file and available for review upon request. The City Council may provide staff direction; however, no action shall be taken.

- 15. Planning Department Report**

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

December 19, 2023, at 6:00 p.m. (CC)
January 1, 2024. at 6:00 p.m. (CC & BOA)
January 16, 2024. at 6:00 p.m. (CC)
February 6, 2024, at 6:00 p.m.(CC & BOA)

Board, Commission & Committee Meetings

December 6, 2023, DSRP Board at 11:00 a.m.
December 6, 2023, Economic Development Committee at 4:00 p.m.
December 11, 2023, TIRZ No. 1 & No. 2 Board at 4:00 p.m.
December 11, 2023, Founders Day Commission at 6:00 p.m.
December 12, 2023, Planning & Zoning Commission at 6:00 p.m.
December 13, 2023, Utility Commission at 4:00 p.m.

December 14, 2023, Emergency Management Commission at 12:00 p.m.
December 18, 2023, Transportation Committee at 3:30 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on **December 1, 2023, at 3:15 p.m.***

Andrea Cunningham, 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 COUNCIL REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, November 07, 2023, at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 6:02 p.m.

City Council Members present were:

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

Council Member absent was:

Mayor Pro Tem Taline Manassian

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Deputy City Administrator Shawn Cox
City Attorney Laura Mueller
People & Communications Director Lisa Sullivan
DSVB Manager Pam King
City Secretary Andrea Cunningham
IT Director Jason Weinstock
Parks & Community Services Director Andy Binz
DSRP Manager Emily Nelson
Community Events Coordinator Johnna Krantz
Public Works Director Aaron Reed
Deputy Public Works Director Craig Rice
Planning Director Tory Carpenter
Planning & Zoning Commission Chair Mim James
Planning & Zoning Commission Vice Chair Tammie Williamson

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

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

No one spoke during Presentations of Citizens.

PRESENTATIONS

Presentations are for discussion only and no action shall be taken.

Council Member Parks read and presented a Proclamation proclaiming November 6 – 10, 2023, as “Municipal Courts Week” in the City of Dripping Springs. Municipal Court Clerk Andrea Cunningham accepted the proclamation on behalf of the Municipal Court.

1. 2023 TxDOT TASA Program Old Fitzhugh Road Sidewalk Project

Aaron Reed, Public Works Director

Aaron Reed gave the presentation which is on file.

2. Update on Dripping Springs Ranch Park Event Center Western Wonderland

Emily Nelson, Dripping Springs Ranch Park Manager

Emily Nelson gave the presentation which is on file.

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.

3. Approval of the October 17, 2023, City Council regular meeting minutes.

4. Approval of the Appointment of Susan Kimball as Chair of the Economic Development Committee for a term ending June 1, 2024. Sponsor: Mayor Bill Foulds, Jr.

5. **Approval of Job Descriptions for Deputy City Attorney and Accountant/Financial Analyst.** *Sponsor: Mayor Bill Foulds, Jr.*
6. **Approval of the License Agreement between the City of Dripping Springs and Tejas Heritage Homes for the use and maintenance of a portion of the Hays Street Right-of-Way fronting Lot 6 of the Hays Street Subdivision.** *Sponsor: Mayor Bill Foulds Jr.*
7. **Approval of the following Founders Day Commission appointments for terms ending June 30, 2025: At-Large Members, Dee Marsh and Brian Daniel; Lions Club Representative, Susan Warwick; Cook-Off Club Representative, Lisa Garza; and St. Martin de Porres Catholic Church Representatives, Darrell Debish and Mike Handley.**

A motion was made by Council Member Tahuahua to approve Consent Agenda items 3 – 7. Council member Crow seconded the motion which carried unanimously 4 to 0.

BUSINESS AGENDA

8. **Discuss and consider approval of a Vendor Agreement between the City of Dripping Springs and Peak Beverage Texas LLC for exclusive alcoholic beverage services at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*

Emily Nelson presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Council Member Parks to approve a Vendor Agreement between the City of Dripping Springs and Peak Beverage Texas LLC for exclusive alcoholic beverage services at Dripping Springs Ranch Park. Council Member Crow seconded the motion which carried unanimously 4 to 0.

9. **Discuss and consider approval an Ordinance Amending Chapter 28 - Subdivisions and Site Development, Article 28.04 Site Development, and Exhibit "A" Subdivision Ordinance including amendments to address recent legislation, modify review procedures, modify exemptions, and provide other changes.** *Sponsor: Mayor Bill Foulds, Jr.*

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

b. Planning & Zoning Commission Report – Mim James presented the commission report. The commission recommend approval with conditions as presented in the staff report.

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

d. Ordinance – A motion was made by Council Member Tahuahua to approve an Ordinance Amending Chapter 28 - Subdivisions and Site Development, Article 28.04 Site Development, and Exhibit "A" Subdivision Ordinance including amendments to address recent legislation, modify review procedures, modify exemptions, and provide other changes with direction to staff to evaluate the Mayor's concerns in regard to utilities and provide a presentation with options to the City Council within 90 days. Council

Member Parks seconded the motion which carried 3 to 1, with Council Member Crow opposed.

Filed as Ordinance 2023-37

- 10. Discuss and consider approval of a Resolution adopting a Permanent Employee Referral Incentive Program Policy.** *Sponsor: Council Member Sherrie Parks.*

Lisa Sullivan presented the staff report which is on file. Staff recommends approval of the resolution.

A motion was made by Council Member Parks to approve a Resolution adopting a Permanent Employee Referral Incentive Program Policy. Council Member King seconded the motion which carried unanimously 4 to 0.

Filed as Resolution No. 2023-R35

- 11. Discuss and consider approval of a Resolution Amending the City of Dripping Springs Personnel Manual.** *Sponsor: Mayor Bill Foulds, Jr.*

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

A motion was made by Council Member Crow to approve a Resolution adopting a Permanent Employee Referral Incentive Program Policy. Council Member Parks seconded the motion which carried unanimously 4 to 0.

Filed as Resolution No. 2023-R36

- 12. Public hearing and consideration of approval of an Ordinance amending Chapter 2 Administration, Division 4 Founders Day Commission, Section 2.04.094(c) Organization and Meetings related to Meeting Frequency.** *Sponsor: Council Member Sherrie Parks*

a. Staff Report – Andrea Cunningham presented the staff report which is on file. Staff recommends approval of the ordinance. The Founders Day Commission recommended approval of the ordinance at the October 23, 2023, regular meeting.

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

c. Ordinance – A motion was made by Council Member Parks to approve an Ordinance amending Chapter 2 Administration, Division 4 Founders Day Commission, Section 2.04.094(c) Organization and Meetings related to Meeting Frequency. Council Member Crow seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 2023-38

- 13. Public hearing and consideration of approval of an Ordinance regarding an Amendment to the Fiscal Year 2023-2024 Budget.**

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

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

c. Ordinance – A motion was made by Council Member Tahuahua to approve an Ordinance regarding an Amendment to the Fiscal Year 2023-2024 Budget. Council Member Parks seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 2023-39

14. Discuss and consider selection of bidder and approval of the Shane Lane Reconstruction Project Agreement between the selected bidder and the City of Dripping Springs and authorization for staff to finalize the agreement.

Aaron Reed presented the staff report which is on file. Staff recommends approval of Aaron Concrete for the project.

A motion was made by Council Member Tahuahua to select Aaron Concrete for the Shane Lane Reconstruction Project and to authorize staff to finalize the project agreement. Council Member King seconded the motion which carried unanimously 4 to 0.

15. Discuss and consider approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Rob Shelton Blvd. Street and Drainage Improvements. Applicant: CC Carlton Industries, Ltd.

Aaron Reed presented the staff report which is on file. Staff recommends approval of the resolution.

A motion was made by Council Member Crow to approve a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Rob Shelton Blvd. Street and Drainage Improvements. Council Member Parks seconded the motion which carried unanimously 4 to 0.

Filed as Resolution No. 2023-R37

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.

16. September Maintenance Report
Craig Rice, Deputy Public Works Director

17. October Maintenance Report
Craig Rice, Deputy Public Works Director

18. Planning Department Report
Tory Carpenter, Planning Director

A motion was made by Council Member Tahuahua to adjourn into Executive Session under Texas Government Code Section 551.071, Consultation with Attorney, and regarding Executive Session Agenda Item 20. Council Member Crow seconded the motion which carried unanimously 4 to 0.

EXECUTIVE SESSION AGENDA

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

- 19. Consultation with Attorney related to legal issues regarding personnel policy changes.** *Consultation with Attorney, 551.071*
- 20. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items.** *Consultation with Attorney, 551.071*

The City Council met in Executive Session from 7:09 p.m. – 7:25 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 7:25 p.m.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

November 21, 2023, at 6:00 p.m. (CC)
 December 5, 2023, at 6:00 p.m. (CC & BOA)
 December 19, 2023, at 6:00 p.m. (CC)
 January 2, 2024, at 6:00 p.m. (CC & BOA)

Board, Commission & Committee Meetings

November 8, 2023, Utility Commission at 4:00 p.m.
 November 13, 2023, TIRZ No. 1 & No. 2 Board at 4:00 p.m.
 November 13, 2023, Founders Day Commission at 6:30 p.m.
 November 16, 2023, Farmers Market Committee at 10:00 a.m.
 November 16, 2023, Emergency Management Commission at 12:00 p.m.

ADJOURN

A motion was made by Council Member Tahuahua to adjourn the meeting. Council Member Parks seconded the motion which carried unanimously 4 to 0.

This regular meeting adjourned at 7:25 p.m.

APPROVED ON: December 5, 2023

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



DRIPPING SPRINGS
Texas

CITY COUNCIL SPECIAL MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, November 14, 2023 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

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

City Council Members present were:

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

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Deputy City Administrator Shawn Cox
City Attorney Laura Mueller
City Secretary Andrea Cunningham
IT Director Jason Weinstock
Public Works Director Aaron Reed
Parks & Community Services Director Andy Binz
Planning Director Tory Carpenter
Planning & Zoning Commission Chair Mim James
Leslie Pollack, P.C., PTOE, HDR Engineering Inc.
Keenan Smith, AIA, Principal City Lights Design Alliance
Larry Irsik, AIA, LEED, AP, Senior Principal Architexas Austin

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a

translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

No one spoke during Presentation of Citizens.

PRESENTATIONS

1. Rathgeber Vision Plan Update

Andy Binz, Parks & Community Services Director

Andy Binz gave a presentation which is on file.

2. Double L Development Agreement Transportation Options

Pablo Martinez, PE, Brown & Gay Engineers

Rob Fondren, Trend Development Representative, gave a presentation which is on file.

EXECUTIVE SESSION

A motion was made by Council Member Tahuahua to adjourn into Executive Session under Texas Government Code Section 551.071, Consultation with Attorney and regarding Executive Session Agenda Item 5. Council Member Crow seconded the motion which carried unanimously 5 to 0.

3. Consultation with Attorney related to legal questions regarding the development agreement with Double L development. Consultation with Attorney, 551.071

The City Council met in Executive Session from 6:22 p.m. – 6:50 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 6:50 p.m.

BUSINESS AGENDA

4. Discuss and consider approval of the Stephenson Building Project Architectural Development Design and issuance of a Notice to Proceed with Construction Documents.

a. Presentation

b. Staff Report

Keenan Smith and Larry Irsik gave a presentation and presented the staff report which is on file. Approval of the item is recommended.

c. Design and Notice to Proceed – A motion was made by Mayor Pro Tem Manassian to approve the Stephenson Building Project Architectural Development Design and for staff to issue the Notice to Proceed with Construction Documents. Council Member Parks seconded the motion which carried unanimously 5 to 0.

5. Discuss and consider approval of the Second Amendment to the Wastewater Service & Impact Fee Agreement between SLF IV - Dripping Springs JV, L.P. and the City of Dripping Springs regarding the Heritage Subdivision.

Aaron Reed presented the staff report which is on file. Staff recommends approval of the amendment.

Via unanimous consent, the City Council tabled this item discussion after the Executive Session.

A motion was made by Council Member Tahuahua to adjourn into Executive Session under Texas Government Code Section 551.071, Consultation with City Attorney and regarding Executive Session Agenda Item 6. Council Member King seconded the motion which carried unanimously 5 to 0.

EXECUTIVE SESSION AGENDA

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

6. Consultation with Attorney related to legal questions regarding the development agreement with Double L development. Consultation with Attorney, 551.071

This item was addressed in Executive Session held at 6:22 p.m.

7. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items. Consultation with Attorney, 551.071

The City Council met in Executive Session from 7:21 – 7:45 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr, returned the meeting to Open Session at 7:45 p.m.

OPEN SESSION

Via unanimous consent, the City Council removed Business Agenda Item 3 from the table for discussion and possible action.

5. Discuss and consider approval of the Second Amendment to the Wastewater Service & Impact Fee Agreement between SLF IV - Dripping Springs JV, L.P. and the City of Dripping Springs regarding the Heritage Subdivision.

A motion was made by Council Member Tahuahua to approve the Second Amendment to the Wastewater Service & Impact Fee Agreement between SLF IV - Dripping Springs JV, L.P.

and the City of Dripping Springs regarding the Heritage Subdivision. Council Member Parks seconded the motion which carried unanimously 5 to 0.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

December 5, 2023, at 6:00 p.m. (CC & BOA)

December 19, 2023, at 6:00 p.m. (CC)

January 2, 2024, at 6:00 p.m. (CC & BOA)

January 16, 2024, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

November 16, 2023, Farmers Market Committee at 10:00 a.m.

November 16, 2023, Emergency Management Commission at 12:00 p.m.

November 27, 2023, Transportation Committee at 3:30 p.m.

November 28, 2023, Planning & Zoning Commission at 6:00 p.m.

December 4, 2023, Parks & Recreation Commission at 6:00 p.m.

ADJOURN

A motion was made by Council Member Tahuahua to adjourn the meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

This regular meeting adjourned at 7:46 p.m.

APPROVED ON: December 5, 2023

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



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: December 5, 2023

Agenda Item Wording: **Approval of the Appointment of Bob Luddy to the Emergency Management Commission as the representative for Hays County Emergency Services District No. 1, and for a term ending January 1, 2025.**

Agenda Item Requestor: Roman Baligad, Emergency Services Coordinator

Summary/Background: On October 16, 2023, ESD No. 1 Representative Doug Fowler informed the City that he is resigning his seat on the Commission, and that he has taken a position with Horseshoe Bay. With this resignation, the Commission is left with a seat with an unexpired term of January 1, 2025. The ESD No. 1 Representative is nominated by the ESD Board and then the nomination is approved by the City Council.

Bob Luddy has been nominated by the Board and is the new ESD No. 1 District Administrator.

Commission Recommendations: Commission Chair Bonnie Humphrey recommends approval of the appointment of Bob Luddy for a term ending January 1, 2025.

Recommended Council Actions: Staff recommends approval of the appointment of Bob Luddy for a term ending January 1, 2025.

Attachments:

1. Doug Fowler Resignation
2. ESD No. 1 Nomination Letter
3. Bob Luddy EMC Appointment Application

Next Steps/Schedule:

1. Inform application and Commission of appointment
2. Send welcome letter to new appointee
3. Update website and roster

From: [Roman Baligad](#)
To: [Andrea Cunningham](#)
Subject: FW: Notice of Resignation
Date: Monday, October 16, 2023 4:11:25 PM
Attachments: [image001.png](#)
[image002.png](#)

FYSA



Roman Baligad
 Emergency Management
 Coordinator
 rbaligad@cityofdrippingsprings.com
 512.858.4725 ext 1010 City Hall
 737.701.9384 Mobile
 511 Mercer Street • PO Box 384
 Dripping Springs, TX 78620
 cityofdrippingsprings.com



From: Doug Fowler <Doug.fowler@northhaysems.org>
Sent: Monday, October 16, 2023 2:05 PM
To: bhumphrey.dsemc@gmail.com
Cc: Dennis Lane <dennis.lane@northhaysems.org>; Roman Baligad
 <rbaligad@cityofdrippingsprings.com>
Subject: Notice of Resignation

Hi Bonnie,

I am writing to inform you of my immediate resignation from the Emergency Management Commission, I am leaving North Hays EMS to become the City of Horseshoe Bay Fire Chief. I am copying Board President Dennis Lane so that he is aware that another appointment must be made by the ESD.

I have thoroughly enjoyed working with you and the rest of the members of the commission. I wish you success in heading this important endeavor.

Thank you,

Doug Fowler, District Administrator



North Hays EMS
P.O. Box 1604
111 EMS Drive
Dripping Springs, Texas 78620
(512) 829-4356 (Office)
(512) 789-8679(Cell)

 **North Hays County**
Emergency Services District #1
P. O. Box 1604, Dripping Springs, Texas 78620

Nov 21, 2023

To Whom it may concern,

Please accept this as a letter of nomination for Bob Luddy to serve as the representative for North Hays County ESD #1 to the Dripping Springs Emergency Management Commission.

Thank you,



Staci Dement
President



North Hays County EMS
P.O. Box 1604
111 EMS Drive
Dripping Springs, Texas 78620
(512) 829-4356 (Office)



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Deputy City Administrator 

Date: December 5, 2023

RE: October 2023 City Treasurer's Report

General Fund:

The General Fund received **\$531,462.76** in revenues for October.

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

- 100-000-40001: Sales Tax Revenue – \$399,925.07 was received in October, of which \$306,302.09 is considered City Revenues and not allocated to either the Utility Fund or through agreements. This represents an increase of 18.43% over October 2022 collections.
- 100-200-43000: Site Development Fees: – \$39,673.42 was received in October.
- 100-200-43031: Building Code Fees – \$70,080.45 was received in October.

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

- 100-106-64002: Software – Through October, \$25,459.88 (13.26%) has been spent from this line item. While this may appear to be higher than anticipated, most of these expenditures are annual fees for our programs.
- 100-107-67000: TML Liability Insurance – Through October, \$5,543.75 (20.32%) has been spent. These payments are made quarterly, which is why so much of the budget has been utilized so early.
- 100-107-67001: TML Property Insurance – Through October, \$13,478.00 (27.61%) has been spent. Like our liability costs, these payments are made quarterly, which is why so much of the budget has been utilized so early.
- 100-107-67002: Worker's Comp – Through October, \$8,664.00 (25.00%) has been spent. Like our liability costs, these payments are made quarterly, which is why so much of the budget has been utilized so early.

Utility Fund:

The Utility Fund received **\$433,741.86** in revenues for October.

Utility Fund revenues are in line with the adopted budget. Some line items of note include:

- 400-300-43018: Wastewater Service Fees – \$269,688.14 from Water Supply Corp. was received in October and will be applied to FY 2023. This represents payments for July & August 2023.

Utility Fund expenditures are in line with the adopted budget.

Dripping Springs Ranch Park (DSRP):

The Ranch Park received **\$52,990.19** in revenues for October.

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



DRIPPING SPRINGS Texas

- 200-401-43010: Stall Rental Fees – \$11,800.99 was received in October.

DSRP expenditures are in line with the adopted budget.

Banking:

On September 30th, the City’s cash balance was **\$29.19 Million**. This is a 0.4% decrease from the previous month’s cash balances. A total of **\$56,114.72** was collected in interest revenues for the month of September.





DRIPPING SPRINGS
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	3,389,487.36	3,389,487.36	0.00	0.00	-3,389,487.36	100.00 %
100-000-40001	Sales Tax Revenue	3,800,000.00	3,800,000.00	399,925.07	399,925.07	-3,400,074.93	89.48 %
100-000-40002	Mixed Beverage	75,000.00	75,000.00	8,305.03	8,305.03	-66,694.97	88.93 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
100-000-41000	Solid Waste Franchise Fee	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
100-000-42000	Alcohol Permit Fees	9,000.00	9,000.00	135.00	135.00	-8,865.00	98.50 %
100-000-46001	Other Revenues	40,000.00	40,000.00	-18,804.98	-18,804.98	-58,804.98	147.01 %
100-000-46002	Interest	50,000.00	50,000.00	16,017.95	16,017.95	-33,982.05	67.96 %
100-000-46014	Transportation Improvements Reim	240,000.00	240,000.00	0.00	0.00	-240,000.00	100.00 %
100-000-47001	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
100-000-47013	Transfer From TIRZ	100,558.00	100,558.00	0.00	0.00	-100,558.00	100.00 %
	Department: 000 - Undesignated Total:	7,763,445.36	7,763,445.36	405,578.07	405,578.07	-7,357,867.29	94.78%
Department: 105 - Communications							
100-105-44000	Sponsorships & Donations	30,000.00	30,000.00	0.00	0.00	-30,000.00	100.00 %
100-105-46006	Merchandise	17,500.00	17,500.00	3,186.30	3,186.30	-14,313.70	81.79 %
100-105-47005	Transfer from HOT	62,709.00	62,709.00	0.00	0.00	-62,709.00	100.00 %
	Department: 105 - Communications Total:	110,209.00	110,209.00	3,186.30	3,186.30	-107,022.70	97.11%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	75,000.00	75,000.00	3,545.00	3,545.00	-71,455.00	95.27 %
100-200-43000	Site Development Fees	850,000.00	850,000.00	39,673.42	39,673.42	-810,326.58	95.33 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	2,145.00	2,145.00	-62,855.00	96.70 %
100-200-43030	Subdivision Fees	638,875.00	638,875.00	700.00	700.00	-638,175.00	99.89 %
	Department: 200 - Planning & Development Total:	1,628,875.00	1,628,875.00	46,063.42	46,063.42	-1,582,811.58	97.17%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	8,425.00	8,425.00	8,425.00	0.00 %
100-201-43029	Fire Inspections	50,000.00	50,000.00	1,589.52	1,589.52	-48,410.48	96.82 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	70,080.45	70,080.45	-1,429,919.55	95.33 %
	Department: 201 - Building Total:	1,550,000.00	1,550,000.00	80,094.97	80,094.97	-1,469,905.03	94.83%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	5,000.00	5,000.00	5.00	5.00	-4,995.00	99.90 %
100-400-44001	Community Service Fees	1,800.00	1,800.00	-50.00	-50.00	-1,850.00	102.78 %
100-400-44002	Program & Event Fees	22,600.00	22,600.00	85.00	85.00	-22,515.00	99.62 %
100-400-44004	Park Rental Income	6,000.00	6,000.00	-3,500.00	-3,500.00	-9,500.00	158.33 %
100-400-47002	Transfer from Parkland Dedication	541,480.00	541,480.00	0.00	0.00	-541,480.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
	Department: 400 - Parks & Recreation Total:	579,880.00	579,880.00	-3,460.00	-3,460.00	-583,340.00	100.60%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	55,300.00	55,300.00	0.00	0.00	-55,300.00	100.00 %
100-402-44004	Park Rental Income	20,800.00	20,800.00	0.00	0.00	-20,800.00	100.00 %
	Department: 402 - Aquatics Total:	76,100.00	76,100.00	0.00	0.00	-76,100.00	100.00%
Department: 404 - Founders Day							
100-404-45000	FD Craft/Business Booths	6,250.00	6,250.00	0.00	0.00	-6,250.00	100.00 %
100-404-45001	FD Food Booths	1,300.00	1,300.00	0.00	0.00	-1,300.00	100.00 %
100-404-45002	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	0.00	-4,600.00	100.00 %
100-404-45003	FD Carnival	14,000.00	14,000.00	0.00	0.00	-14,000.00	100.00 %
100-404-45004	FD Parade Registration Fees	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
100-404-45005	FD Sponsorships	90,000.00	90,000.00	0.00	0.00	-90,000.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-45006	FD Parking Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
100-404-45007	FD Electric Fees	3,300.00	3,300.00	0.00	0.00	-3,300.00	100.00 %
Department: 404 - Founders Day Total:		124,450.00	124,450.00	0.00	0.00	-124,450.00	100.00%
Revenue Total:		11,832,959.36	11,832,959.36	531,462.76	531,462.76	-11,301,496.60	95.51%
Expense							
Department: 000 - Undesignated							
100-000-60000	Salaries	3,238,716.65	3,238,716.65	0.00	0.00	3,238,716.65	100.00 %
100-000-61000	Health Insurance	279,323.88	279,323.88	8,768.76	8,768.76	270,555.12	96.86 %
100-000-61005	Federal Withholding	259,605.82	259,605.82	0.00	0.00	259,605.82	100.00 %
100-000-61006	TMRS	185,186.55	185,186.55	0.00	0.00	185,186.55	100.00 %
100-000-62009	Human Resources Consultant	28,306.00	28,306.00	3,666.66	3,666.66	24,639.34	87.05 %
100-000-63004	Dues, Fees & Subscriptions	31,500.00	31,500.00	7,712.13	7,712.13	23,787.87	75.52 %
100-000-63005	Training/Continuing Education	84,158.93	84,158.93	2,349.41	2,349.41	81,809.52	97.21 %
100-000-64000	Office Supplies	35,000.00	35,000.00	1,198.65	1,198.65	33,801.35	96.58 %
100-000-64004	Office Furniture and Equipment	10,300.00	10,300.00	0.00	0.00	10,300.00	100.00 %
100-000-66002	Postage & Shipping	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-000-70003	Other Expenses	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-000-90000	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
100-000-90002	Transfer to TIRZ	668,644.77	668,644.77	0.00	0.00	668,644.77	100.00 %
100-000-90011	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	86,010.00	86,010.00	0.00	0.00	86,010.00	100.00 %
100-000-90015	Transfer to Farmers Marke	16,679.31	16,679.31	0.00	0.00	16,679.31	100.00 %
Department: 000 - Undesignated Total:		5,797,331.91	5,797,331.91	23,695.61	23,695.61	5,773,636.30	99.59%
Department: 100 - City Council/Boards & Commissions							
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
Department: 100 - City Council/Boards & Commissions Total:		17,000.00	17,000.00	0.00	0.00	17,000.00	100.00%
Department: 101 - City Administrators Office							
100-101-60000	Regular Employees	0.00	0.00	37,794.96	37,794.96	-37,794.96	0.00 %
100-101-60002	Overtime	0.00	0.00	92.88	92.88	-92.88	0.00 %
100-101-61000	Health Insurance	0.00	0.00	1,469.72	1,469.72	-1,469.72	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	134.80	134.80	-134.80	0.00 %
100-101-61002	Medicare	0.00	0.00	516.90	516.90	-516.90	0.00 %
100-101-61003	Social Security	0.00	0.00	2,210.26	2,210.26	-2,210.26	0.00 %
100-101-61006	TMRS	0.00	0.00	2,295.99	2,295.99	-2,295.99	0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	44,515.51	44,515.51	-44,515.51	0.00%
Department: 102 - City Secretary							
100-102-60000	Regular Employees	0.00	0.00	12,085.41	12,085.41	-12,085.41	0.00 %
100-102-60002	Overtime	0.00	0.00	40.07	40.07	-40.07	0.00 %
100-102-61000	Health Insurance	0.00	0.00	965.54	965.54	-965.54	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	67.40	67.40	-67.40	0.00 %
100-102-61002	Medicare	0.00	0.00	173.46	173.46	-173.46	0.00 %
100-102-61003	Social Security	0.00	0.00	741.67	741.67	-741.67	0.00 %
100-102-61006	TMRS	0.00	0.00	734.80	734.80	-734.80	0.00 %
100-102-62000	Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-62018	Code Publication	5,200.00	5,200.00	0.00	0.00	5,200.00	100.00 %
100-102-64032	Meeting Supplies	12,700.00	12,700.00	0.00	0.00	12,700.00	100.00 %
100-102-66003	Public Notices	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-102-69003	Records Management	1,220.00	1,220.00	60.00	60.00	1,160.00	95.08 %
Department: 102 - City Secretary Total:		29,120.00	29,120.00	14,868.35	14,868.35	14,251.65	48.94%

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 103 - Courts							
100-103-62003	Muni Court Attorney/ Judge	15,500.00	15,500.00	500.00	500.00	15,000.00	96.77 %
	Department: 103 - Courts Total:	15,500.00	15,500.00	500.00	500.00	15,000.00	96.77%
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	12,667.99	12,667.99	-12,667.99	0.00 %
100-104-60001	Part-time Employees	0.00	0.00	115.00	115.00	-115.00	0.00 %
100-104-61000	Health Insurance	0.00	0.00	490.44	490.44	-490.44	0.00 %
100-104-61001	Dental Insurance	0.00	0.00	33.70	33.70	-33.70	0.00 %
100-104-61002	Medicare	0.00	0.00	183.23	183.23	-183.23	0.00 %
100-104-61003	Social Security	0.00	0.00	783.49	783.49	-783.49	0.00 %
100-104-61004	Unemployment	0.00	0.00	1.84	1.84	-1.84	0.00 %
100-104-61006	TMRS	0.00	0.00	767.68	767.68	-767.68	0.00 %
100-104-62003	Special Counsel and Consultants	49,000.00	49,000.00	0.00	0.00	49,000.00	100.00 %
	Department: 104 - City Attorney Total:	49,000.00	49,000.00	15,043.37	15,043.37	33,956.63	69.30%
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	13,910.48	13,910.48	-13,910.48	0.00 %
100-105-61000	Health Insurance	0.00	0.00	987.48	987.48	-987.48	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	67.40	67.40	-67.40	0.00 %
100-105-61002	Medicare	0.00	0.00	200.66	200.66	-200.66	0.00 %
100-105-61003	Social Security	0.00	0.00	857.98	857.98	-857.98	0.00 %
100-105-61006	TMRS	0.00	0.00	842.98	842.98	-842.98	0.00 %
100-105-63023	General Maintenance	32,670.00	32,670.00	8,910.00	8,910.00	23,760.00	72.73 %
100-105-64021	Merchandise	23,639.00	23,639.00	250.00	250.00	23,389.00	98.94 %
100-105-66000	Website	6,800.00	6,800.00	0.00	0.00	6,800.00	100.00 %
100-105-66005	Public Relations	15,300.00	15,300.00	0.00	0.00	15,300.00	100.00 %
100-105-66010	Events, Entertainment & Activities	28,500.00	28,500.00	0.00	0.00	28,500.00	100.00 %
100-105-70003	Other Expenses	25,400.00	25,400.00	0.00	0.00	25,400.00	100.00 %
	Department: 105 - Communications Total:	132,309.00	132,309.00	26,026.98	26,026.98	106,282.02	80.33%
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	6,963.37	6,963.37	-6,963.37	0.00 %
100-106-61000	Health Insurance	0.00	0.00	498.64	498.64	-498.64	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	33.70	33.70	-33.70	0.00 %
100-106-61002	Medicare	0.00	0.00	100.79	100.79	-100.79	0.00 %
100-106-61003	Social Security	0.00	0.00	430.97	430.97	-430.97	0.00 %
100-106-61006	TMRS	0.00	0.00	421.98	421.98	-421.98	0.00 %
100-106-64001	Office IT Equipment & Support	139,499.00	139,499.00	4,332.62	4,332.62	135,166.38	96.89 %
100-106-64002	Software	192,000.00	192,000.00	25,459.88	25,459.88	166,540.12	86.74 %
100-106-65000	Network/Phone	58,395.84	58,395.84	4,533.52	4,533.52	53,862.32	92.24 %
	Department: 106 - IT Total:	389,894.84	389,894.84	42,775.47	42,775.47	347,119.37	89.03%
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	18,289.16	18,289.16	-18,289.16	0.00 %
100-107-60002	Overtime	0.00	0.00	65.65	65.65	-65.65	0.00 %
100-107-61000	Health Insurance	0.00	0.00	1,456.98	1,456.98	-1,456.98	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	101.10	101.10	-101.10	0.00 %
100-107-61002	Medicare	0.00	0.00	242.78	242.78	-242.78	0.00 %
100-107-61003	Social Security	0.00	0.00	1,038.08	1,038.08	-1,038.08	0.00 %
100-107-61006	TMRS	0.00	0.00	1,112.30	1,112.30	-1,112.30	0.00 %
100-107-62001	Financial Services	37,500.00	37,500.00	0.00	0.00	37,500.00	100.00 %
100-107-67000	TML Liability Insurance	27,277.00	27,277.00	5,543.75	5,543.75	21,733.25	79.68 %
100-107-67001	TML Property Insurance	48,810.00	48,810.00	13,478.00	13,478.00	35,332.00	72.39 %
100-107-67002	TML Workmen's Comp Insurance	34,656.00	34,656.00	8,664.00	8,664.00	25,992.00	75.00 %
100-107-70001	Mileage	0.00	0.00	142.14	142.14	-142.14	0.00 %
100-107-80004	Series 2024	367,000.00	367,000.00	0.00	0.00	367,000.00	100.00 %
100-107-90003	Transfer to Wastewater Utility Fund	760,000.00	760,000.00	79,985.01	79,985.01	680,014.99	89.48 %
100-107-90004	SPA & ECO D Transfers	218,880.00	218,880.00	0.00	0.00	218,880.00	100.00 %
	Department: 107 - Finance Total:	1,494,123.00	1,494,123.00	130,118.95	130,118.95	1,364,004.05	91.29%

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	16,043.94	16,043.94	-16,043.94	0.00 %
100-200-60002	Overtime	0.00	0.00	16.30	16.30	-16.30	0.00 %
100-200-61000	Health Insurance	0.00	0.00	1,468.16	1,468.16	-1,468.16	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	101.10	101.10	-101.10	0.00 %
100-200-61002	Medicare	0.00	0.00	224.13	224.13	-224.13	0.00 %
100-200-61003	Social Security	0.00	0.00	958.34	958.34	-958.34	0.00 %
100-200-61006	TMRS	0.00	0.00	973.26	973.26	-973.26	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
100-200-62005	Health Inspector	60,000.00	60,000.00	4,049.10	4,049.10	55,950.90	93.25 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-200-62007	Historic District Consultant	13,500.00	13,500.00	0.00	0.00	13,500.00	100.00 %
100-200-62010	Miscellaneous Consultant	165,000.00	165,000.00	0.00	0.00	165,000.00	100.00 %
Department: 200 - Planning & Development Total:		313,500.00	313,500.00	23,834.33	23,834.33	289,665.67	92.40%
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	30,172.48	30,172.48	-30,172.48	0.00 %
100-201-60002	Overtime	0.00	0.00	545.99	545.99	-545.99	0.00 %
100-201-61000	Health Insurance	0.00	0.00	2,888.16	2,888.16	-2,888.16	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	202.20	202.20	-202.20	0.00 %
100-201-61002	Medicare	0.00	0.00	438.90	438.90	-438.90	0.00 %
100-201-61003	Social Security	0.00	0.00	1,876.63	1,876.63	-1,876.63	0.00 %
100-201-61006	TMRS	0.00	0.00	1,861.54	1,861.54	-1,861.54	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	0.00	0.00	750,000.00	100.00 %
100-201-62008	Lighting Consultant	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-201-62014	FireInspector	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
100-201-64003	Uniforms	0.00	0.00	284.00	284.00	-284.00	0.00 %
Department: 201 - Building Total:		792,000.00	792,000.00	38,269.90	38,269.90	753,730.10	95.17%
Department: 300 - Wastewater							
100-300-60000	Regular Employees	0.00	0.00	9,477.08	9,477.08	-9,477.08	0.00 %
100-300-61000	Health Insurance	0.00	0.00	488.62	488.62	-488.62	0.00 %
100-300-61001	Dental Insurance	0.00	0.00	33.70	33.70	-33.70	0.00 %
100-300-61002	Medicare	0.00	0.00	129.71	129.71	-129.71	0.00 %
100-300-61003	Social Security	0.00	0.00	554.62	554.62	-554.62	0.00 %
100-300-61006	TMRS	0.00	0.00	574.32	574.32	-574.32	0.00 %
100-300-71001	Transportation Improvement Proje	1,140,000.00	1,140,000.00	0.00	0.00	1,140,000.00	100.00 %
Department: 300 - Wastewater Total:		1,140,000.00	1,140,000.00	11,258.05	11,258.05	1,128,741.95	99.01%
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	29,442.13	29,442.13	-29,442.13	0.00 %
100-304-60002	Overtime	0.00	0.00	519.78	519.78	-519.78	0.00 %
100-304-60003	On Call Pay	0.00	0.00	800.00	800.00	-800.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	3,369.48	3,369.48	-3,369.48	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	235.90	235.90	-235.90	0.00 %
100-304-61002	Medicare	0.00	0.00	426.74	426.74	-426.74	0.00 %
100-304-61003	Social Security	0.00	0.00	1,824.65	1,824.65	-1,824.65	0.00 %
100-304-61006	TMRS	0.00	0.00	1,864.17	1,864.17	-1,864.17	0.00 %
100-304-63000	Office Maintenance/Repairs	19,860.00	19,860.00	745.12	745.12	19,114.88	96.25 %
100-304-63001	Equipment Maintenance	6,750.00	6,750.00	0.00	0.00	6,750.00	100.00 %
100-304-63002	Fleet Maintenance	78,020.00	78,020.00	1,232.81	1,232.81	76,787.19	98.42 %
100-304-63008	Stephenson Building & Lawn Maint	550.00	550.00	0.00	0.00	550.00	100.00 %
100-304-63009	Street/ROW Maintenance	211,005.00	211,005.00	-4,603.50	-4,603.50	215,608.50	102.18 %
100-304-64003	Uniforms	17,500.00	17,500.00	0.00	0.00	17,500.00	100.00 %
100-304-64006	Fleet Acquisition	361,000.00	361,000.00	0.00	0.00	361,000.00	100.00 %
100-304-64009	Maintenance Equipment	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00 %
100-304-64010	Maintenance Supplies	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
100-304-65001	Street Electricrty	20,000.00	20,000.00	497.25	497.25	19,502.75	97.51 %
100-304-65002	City Streets Water	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
100-304-65003	Office Electricrty	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-304-65004	Office Water	650.00	650.00	0.00	0.00	650.00 100.00 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	0.00	0.00	1,500.00 100.00 %
100-304-65006	Stephenson Water	500.00	500.00	0.00	0.00	500.00 100.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00 100.00 %
100-304-69006	Stephenson Bldg Improvements	92,025.00	92,025.00	2,850.00	2,850.00	89,175.00 96.90 %
100-304-69010	Downtown Bathroom	200,000.00	200,000.00	0.00	0.00	200,000.00 100.00 %
100-304-69011	City Hall Planning	20,000.00	20,000.00	0.00	0.00	20,000.00 100.00 %
100-304-71002	Street Improvements	660,000.00	660,000.00	0.00	0.00	660,000.00 100.00 %
100-304-71003	City Hall Improvements	556,000.00	556,000.00	0.00	0.00	556,000.00 100.00 %
Department: 304 - Maintenance Total:		2,271,860.00	2,271,860.00	39,204.53	39,204.53	2,232,655.47 98.27%
Department: 400 - Parks & Recreation						
100-400-60000	Regular Employees	0.00	0.00	11,969.34	11,969.34	-11,969.34 0.00 %
100-400-60001	Part-time Employees	27,801.76	27,801.76	0.00	0.00	27,801.76 100.00 %
100-400-60002	Overtime	0.00	0.00	33.68	33.68	-33.68 0.00 %
100-400-61000	Health Insurance	0.00	0.00	505.55	505.55	-505.55 0.00 %
100-400-61001	Dental Insurance	0.00	0.00	34.03	34.03	-34.03 0.00 %
100-400-61002	Medicare	0.00	0.00	172.75	172.75	-172.75 0.00 %
100-400-61003	Social Security	0.00	0.00	738.65	738.65	-738.65 0.00 %
100-400-61006	TMRS	0.00	0.00	727.38	727.38	-727.38 0.00 %
100-400-63004	Dues, Fees & Subscriptions	3,402.00	3,402.00	0.00	0.00	3,402.00 100.00 %
100-400-63013	General Parks Maintenance	9,000.00	9,000.00	0.00	0.00	9,000.00 100.00 %
100-400-63015	Founders Park/Pool Maintenance	17,740.00	17,740.00	0.00	0.00	17,740.00 100.00 %
100-400-63016	Sports & Rec Park Maintenance	42,920.00	42,920.00	0.00	0.00	42,920.00 100.00 %
100-400-63017	Charro Ranch Park Maintenance	9,300.00	9,300.00	0.00	0.00	9,300.00 100.00 %
100-400-63018	Triangle/Veterans Park Maintenan	700.00	700.00	0.00	0.00	700.00 100.00 %
100-400-63036	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00 100.00 %
100-400-64005	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00 100.00 %
100-400-64011	Park Supplies	8,550.00	8,550.00	0.00	0.00	8,550.00 100.00 %
100-400-64012	Charro Ranch Supplies	1,250.00	1,250.00	0.00	0.00	1,250.00 100.00 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00 100.00 %
100-400-64015	Park Program & Event Supplies	10,950.00	10,950.00	0.00	0.00	10,950.00 100.00 %
100-400-64033	Rathgeber Supplies	600.00	600.00	0.00	0.00	600.00 100.00 %
100-400-65000	Network/Phone	8,568.00	8,568.00	0.00	0.00	8,568.00 100.00 %
100-400-65007	Portable Toilets	7,250.00	7,250.00	605.00	605.00	6,645.00 91.66 %
100-400-65009	Triangle Electric	500.00	500.00	0.00	0.00	500.00 100.00 %
100-400-65010	Triangle Water	500.00	500.00	0.00	0.00	500.00 100.00 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	0.00	0.00	13,000.00 100.00 %
100-400-65012	Sports & Rec Park Electricy	2,500.00	2,500.00	-286.89	-286.89	2,786.89 111.48 %
100-400-66001	Advertising	16,250.00	16,250.00	0.00	0.00	16,250.00 100.00 %
100-400-70003	Other Expenses	13,320.00	13,320.00	0.00	0.00	13,320.00 100.00 %
100-400-71004	All Parks Improvements	156,500.00	156,500.00	0.00	0.00	156,500.00 100.00 %
100-400-71005	Founders Park/Pool Improvmts	597,000.00	597,000.00	0.00	0.00	597,000.00 100.00 %
100-400-71006	Sports & Rec Park Improvements	54,000.00	54,000.00	0.00	0.00	54,000.00 100.00 %
100-400-71007	Charro Ranch Improvements	600.00	600.00	0.00	0.00	600.00 100.00 %
100-400-71010	Rathgeber Improvements	215,000.00	215,000.00	0.00	0.00	215,000.00 100.00 %
100-400-71012	Skate Park Improvements	150,000.00	150,000.00	75,000.00	75,000.00	75,000.00 50.00 %
Department: 400 - Parks & Recreation Total:		1,369,101.76	1,369,101.76	89,499.49	89,499.49	1,279,602.27 93.46%
Department: 401 - DSRP						
100-401-60000	Regular Employees	540,752.60	540,752.60	41,229.90	41,229.90	499,522.70 92.38 %
100-401-60002	Overtime	0.00	0.00	430.21	430.21	-430.21 0.00 %
100-401-60003	On Call Pay	0.00	0.00	800.00	800.00	-800.00 0.00 %
100-401-61000	Health Insurance	66,694.30	66,694.30	4,548.10	4,548.10	62,146.20 93.18 %
100-401-61001	Dental Insurance	0.00	0.00	319.82	319.82	-319.82 0.00 %
100-401-61002	Medicare	0.00	0.00	579.60	579.60	-579.60 0.00 %
100-401-61003	Social Security	0.00	0.00	2,478.38	2,478.38	-2,478.38 0.00 %
100-401-61005	Federal Withholding	43,887.57	43,887.57	0.00	0.00	43,887.57 100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-401-61006	TMRS	31,931.44	31,931.44	2,485.15	2,485.15	29,446.29	92.22 %
	Department: 401 - DSRP Total:	683,265.91	683,265.91	52,871.16	52,871.16	630,394.75	92.26%
	Department: 402 - Aquatics						
100-402-60000	Regular Employees	0.00	0.00	3,499.09	3,499.09	-3,499.09	0.00 %
100-402-60007	Aquatic Staff	130,642.09	130,642.09	0.00	0.00	130,642.09	100.00 %
100-402-61000	Health Insurance	0.00	0.00	481.50	481.50	-481.50	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	33.70	33.70	-33.70	0.00 %
100-402-61002	Medicare	0.00	0.00	45.39	45.39	-45.39	0.00 %
100-402-61003	Social Security	0.00	0.00	194.09	194.09	-194.09	0.00 %
100-402-61006	TMRS	0.00	0.00	212.05	212.05	-212.05	0.00 %
100-402-63015	Founders Park/Pool Maintenance	36,000.00	36,000.00	0.00	0.00	36,000.00	100.00 %
100-402-64013	Pool Supplies	40,075.00	40,075.00	0.00	0.00	40,075.00	100.00 %
100-402-65000	Network/Phone	3,040.00	3,040.00	0.00	0.00	3,040.00	100.00 %
100-402-65013	FMP Pool/Pavilion Water	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-402-65014	FMP Pool/Pavilion Electric	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-402-65019	Propane/Natural Gas	13,250.00	13,250.00	0.00	0.00	13,250.00	100.00 %
	Department: 402 - Aquatics Total:	234,007.09	234,007.09	4,465.82	4,465.82	229,541.27	98.09%
	Department: 404 - Founders Day						
100-404-63019	FD Clean Up	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
100-404-63038	FD Transportation	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-404-64016	FD Event Supplies	7,750.00	7,750.00	0.00	0.00	7,750.00	100.00 %
100-404-64017	FD Event Tent, Table, & Chairs	4,400.00	4,400.00	0.00	0.00	4,400.00	100.00 %
100-404-64018	FD Barricades	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
100-404-65007	Portable Toilets	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
100-404-65016	FD Electricity	2,225.00	2,225.00	0.00	0.00	2,225.00	100.00 %
100-404-66008	FD Parade	650.00	650.00	0.00	0.00	650.00	100.00 %
100-404-66009	FD Publicity	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-404-66010	Events, Entertainment & Activities	22,500.00	22,500.00	0.00	0.00	22,500.00	100.00 %
100-404-66012	FD Sponsorship	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-404-68005	FD Security	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
100-404-68006	FD Health, Safety & Lighting	30,500.00	30,500.00	0.00	0.00	30,500.00	100.00 %
	Department: 404 - Founders Day Total:	160,025.00	160,025.00	0.00	0.00	160,025.00	100.00%
	Department: 500 - Emergency Management						
100-500-60000	Regular Employees	0.00	0.00	5,875.62	5,875.62	-5,875.62	0.00 %
100-500-61000	Health Insurance	0.00	0.00	15.94	15.94	-15.94	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	33.70	33.70	-33.70	0.00 %
100-500-61002	Medicare	0.00	0.00	84.43	84.43	-84.43	0.00 %
100-500-61003	Social Security	0.00	0.00	361.02	361.02	-361.02	0.00 %
100-500-61006	TMRS	0.00	0.00	356.06	356.06	-356.06	0.00 %
100-500-68000	Emergency Management Equip	79,200.00	79,200.00	0.00	0.00	79,200.00	100.00 %
100-500-68001	Emergency Fire & Safety	996.00	996.00	0.00	0.00	996.00	100.00 %
100-500-68002	Emergency Management PR	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-500-68003	Emergency Equipment Maint	12,102.00	12,102.00	1,040.60	1,040.60	11,061.40	91.40 %
	Department: 500 - Emergency Management Total:	94,298.00	94,298.00	7,767.37	7,767.37	86,530.63	91.76%
	Expense Total:	14,982,336.51	14,982,336.51	564,714.89	564,714.89	14,417,621.62	96.23%
	Fund: 100 - General Fund Surplus (Deficit):	-3,149,377.15	-3,149,377.15	-33,252.13	-33,252.13	3,116,125.02	98.94%
	Fund: 200 - Dripping Springs Ranch Park						
	Revenue						
	Department: 401 - DSRP						
200-401-42008	Riding Permit Fees	9,500.00	9,500.00	1,340.00	1,340.00	-8,160.00	85.89 %
200-401-43010	Stall Rental Fees	37,200.00	37,200.00	11,800.99	11,800.99	-25,399.01	68.28 %
200-401-43011	RV Site Rental Fees	19,000.00	19,000.00	1,543.25	1,543.25	-17,456.75	91.88 %
200-401-43012	Facility Rental Fees	113,500.00	113,500.00	8,207.50	8,207.50	-105,292.50	92.77 %
200-401-43013	Equipment Rental Fees	6,000.00	6,000.00	485.00	485.00	-5,515.00	91.92 %
200-401-43014	Staff & Miscellaneous Fees	4,000.00	4,000.00	425.00	425.00	-3,575.00	89.38 %
200-401-43015	Cleaning Fees	25,000.00	25,000.00	1,300.00	1,300.00	-23,700.00	94.80 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-44000	Sponsorships & Donations	52,275.00	52,275.00	255.00	255.00	-52,020.00	99.51 %
200-401-44005	Coyote Camp	137,100.00	137,100.00	1,050.00	1,050.00	-136,050.00	99.23 %
200-401-44006	Riding Series	35,000.00	35,000.00	5,699.25	5,699.25	-29,300.75	83.72 %
200-401-44007	Miscellaneous Events	2,000.00	2,000.00	9,548.00	9,548.00	7,548.00	477.40 %
200-401-44008	Program Fees	15,100.00	15,100.00	2,677.00	2,677.00	-12,423.00	82.27 %
200-401-44009	Ice Rink	0.00	0.00	800.00	800.00	800.00	0.00 %
200-401-44011	Ice Rink	329,425.00	329,425.00	0.00	0.00	-329,425.00	100.00 %
200-401-46001	Other Revenues	500.00	500.00	225.00	225.00	-275.00	55.00 %
200-401-46002	Interest	2,000.00	2,000.00	1,701.19	1,701.19	-298.81	14.94 %
200-401-46006	Merchandise Sales	22,065.20	22,065.20	5,933.01	5,933.01	-16,132.19	73.11 %
200-401-47005	Transfer from HOT Fund	300,000.00	300,000.00	0.00	0.00	-300,000.00	100.00 %
	Department: 401 - DSRP Total:	1,109,665.20	1,109,665.20	52,990.19	52,990.19	-1,056,675.01	95.22%
	Revenue Total:	1,109,665.20	1,109,665.20	52,990.19	52,990.19	-1,056,675.01	95.22%

Expense

Department: 400 - Parks & Recreation

200-400-63035	Ranch House Maintenance	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
200-400-64024	Ranch House Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
	Department: 400 - Parks & Recreation Total:	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00%

Department: 401 - DSRP

200-401-60003	On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
200-401-60005	Camp Staff	108,246.48	108,246.48	0.00	0.00	108,246.48	100.00 %
200-401-63000	Building/Office Maintenance	0.00	0.00	3,717.59	3,717.59	-3,717.59	0.00 %
200-401-63001	Equipment Maintenance	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
200-401-63002	Fleet Maintenance	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
200-401-63004	Dues, Fees & Subscriptions	5,127.50	5,127.50	93.28	93.28	5,034.22	98.18 %
200-401-63005	Training/Continuing Education	12,400.00	12,400.00	0.00	0.00	12,400.00	100.00 %
200-401-63023	General Maintenance	177,387.24	177,387.24	0.00	0.00	177,387.24	100.00 %
200-401-63024	Stall Cleaning & Repair	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
200-401-63028	Lift Station Maintenance	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
200-401-64000	Office Supplies	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
200-401-64001	IT Equipment	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
200-401-64003	Uniforms	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
200-401-64005	Equipment Rental	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
200-401-64011	Park Supplies	13,545.00	13,545.00	0.00	0.00	13,545.00	100.00 %
200-401-64021	Merchandise	17,065.20	17,065.20	0.00	0.00	17,065.20	100.00 %
200-401-64023	Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
200-401-64026	Sponsorship Expenses	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
200-401-64027	Coyote Camp	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00 %
200-401-64028	Riding Series	32,000.00	32,000.00	5,500.00	5,500.00	26,500.00	82.81 %
200-401-64029	Miscellaneous Events	700.00	700.00	0.00	0.00	700.00	100.00 %
200-401-64030	Programing	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
200-401-64038	Ice Rink	242,719.40	242,719.40	0.00	0.00	242,719.40	100.00 %
200-401-65000	Network/Phone	14,518.00	14,518.00	1,163.52	1,163.52	13,354.48	91.99 %
200-401-65005	Water	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
200-401-65007	Portable Toilets	2,500.00	2,500.00	80.00	80.00	2,420.00	96.80 %
200-401-65008	Alarm	6,660.00	6,660.00	545.54	545.54	6,114.46	91.81 %
200-401-65017	Electricity	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
200-401-65018	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019	Propane/Natural Gas	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
200-401-66001	Advertising	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
200-401-70001	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
200-401-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
200-401-70003	Other Expenses	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
200-401-70007	Sponsored Events	7,900.00	7,900.00	0.00	0.00	7,900.00	100.00 %
200-401-71008	DSRP Improvements	355,000.00	355,000.00	0.00	0.00	355,000.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-90013	Transfer to Vehicle Replacement Fu	32,145.00	32,145.00	0.00	0.00	32,145.00	100.00 %
	Department: 401 - DSRP Total:	1,320,363.82	1,320,363.82	11,099.93	11,099.93	1,309,263.89	99.16%
	Expense Total:	1,331,363.82	1,331,363.82	11,099.93	11,099.93	1,320,263.89	99.17%
	Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-221,698.62	-221,698.62	41,890.26	41,890.26	263,588.88	118.90%
Fund: 400 - Utilities							
Revenue							
Department: 000 - Undesignated							
400-000-43024	Over Use Fees	335,135.58	335,135.58	0.00	0.00	-335,135.58	100.00 %
400-000-43025	Reuse Fees	204,350.00	204,350.00	0.00	0.00	-204,350.00	100.00 %
400-000-46001	Other Revenues	0.00	0.00	16,910.14	16,910.14	16,910.14	0.00 %
	Department: 000 - Undesignated Total:	539,485.58	539,485.58	16,910.14	16,910.14	-522,575.44	96.87%
Department: 300 - Wastewater							
400-300-43018	Wastewater Service Fees	1,478,767.68	1,478,767.68	269,688.14	269,688.14	-1,209,079.54	81.76 %
400-300-43020	Late Fees	9,600.00	9,600.00	3,242.11	3,242.11	-6,357.89	66.23 %
400-300-43021	Delayed Connection Fees	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
400-300-43024	Over Use Fees	0.00	0.00	30,624.92	30,624.92	30,624.92	0.00 %
400-300-43025	Reuse Fees	0.00	0.00	875.89	875.89	875.89	0.00 %
400-300-46001	Other Revenues	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
400-300-47008	Transfer from TWDB	14,715,000.00	14,715,000.00	0.00	0.00	-14,715,000.00	100.00 %
400-300-47009	Sales Tax	760,000.00	760,000.00	79,985.01	79,985.01	-680,014.99	89.48 %
	Department: 300 - Wastewater Total:	17,028,367.68	17,028,367.68	384,416.07	384,416.07	-16,643,951.61	97.74%
Department: 301 - Water							
400-301-43038	Meter Set Fees	5,000.00	5,000.00	200.00	200.00	-4,800.00	96.00 %
400-301-43040	Water Base Rate	63,840.00	63,840.00	1,635.00	1,635.00	-62,205.00	97.44 %
400-301-43041	Water Usage	100,000.00	100,000.00	12,274.84	12,274.84	-87,725.16	87.73 %
400-301-43043	Equipment Fee	36,200.00	36,200.00	1,448.00	1,448.00	-34,752.00	96.00 %
400-301-43044	Inspection Fees	5,000.00	5,000.00	200.00	200.00	-4,800.00	96.00 %
400-301-46001	Other Revenues	6,000.00	6,000.00	256.56	256.56	-5,743.44	95.72 %
	Department: 301 - Water Total:	216,040.00	216,040.00	16,014.40	16,014.40	-200,025.60	92.59%
Department: 310 - Utility Operations							
400-310-41001	PEC Franchise Fee	130,000.00	130,000.00	0.00	0.00	-130,000.00	100.00 %
400-310-41002	ROW Fees	6,000.00	6,000.00	36.42	36.42	-5,963.58	99.39 %
400-310-41003	Cable Franchise Fees	130,000.00	130,000.00	0.00	0.00	-130,000.00	100.00 %
400-310-41004	Texas Gas Franchise Fee	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
400-310-46002	Interest	60,000.00	60,000.00	16,364.83	16,364.83	-43,635.17	72.73 %
	Department: 310 - Utility Operations Total:	329,000.00	329,000.00	16,401.25	16,401.25	-312,598.75	95.01%
	Revenue Total:	18,112,893.26	18,112,893.26	433,741.86	433,741.86	-17,679,151.40	97.61%
Expense							
Department: 300 - Wastewater							
400-300-60000	Regular Employees	0.00	0.00	3,643.20	3,643.20	-3,643.20	0.00 %
400-300-60002	Overtime	0.00	0.00	76.81	76.81	-76.81	0.00 %
400-300-61000	Health Insurance	0.00	0.00	478.72	478.72	-478.72	0.00 %
400-300-61001	Dental Insurance	0.00	0.00	33.70	33.70	-33.70	0.00 %
400-300-61002	Medicare	0.00	0.00	53.76	53.76	-53.76	0.00 %
400-300-61003	Social Security	0.00	0.00	229.88	229.88	-229.88	0.00 %
400-300-61006	TMRS	0.00	0.00	225.44	225.44	-225.44	0.00 %
400-300-62002	Engineering and Surveying	857,000.00	857,000.00	0.00	0.00	857,000.00	100.00 %
400-300-62019	Planning and Permitting	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
400-300-63004	Dues, Fees & Subscriptions	0.00	0.00	118.56	118.56	-118.56	0.00 %
400-300-63025	Wastewater Treatment Plant Maint	92,430.00	92,430.00	0.00	0.00	92,430.00	100.00 %
400-300-63026	Routine Operations	87,000.00	87,000.00	0.00	0.00	87,000.00	100.00 %
400-300-63027	Operations Non Routine	85,800.00	85,800.00	430.00	430.00	85,370.00	99.50 %
400-300-63028	Lift Station Maintenance	64,300.00	64,300.00	5,903.80	5,903.80	58,396.20	90.82 %
400-300-63029	Sanitary Sewer Line Maintenance	51,360.00	51,360.00	0.00	0.00	51,360.00	100.00 %
400-300-63030	Drip Field Maintenance	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
400-300-63031	Sludge Hauling	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-63033	Wastewater Flow Measurement	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
400-300-63034	Utility Operations	0.00	0.00	620.00	620.00	-620.00	0.00 %
400-300-64010	Supplies	28,500.00	28,500.00	0.00	0.00	28,500.00	100.00 %
400-300-64022	Chemicals	15,000.00	15,000.00	80.00	80.00	14,920.00	99.47 %
400-300-65017	Electric	80,000.00	80,000.00	0.00	0.00	80,000.00	100.00 %
400-300-70003	Other Expenses	85,000.00	85,000.00	0.00	0.00	85,000.00	100.00 %
400-300-71000	Capital Projects	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00	100.00 %
400-300-72001	TWDB - Capital Projects	16,175,000.00	16,175,000.00	0.00	0.00	16,175,000.00	100.00 %
400-300-72002	TWDB - Engineering and Design	485,000.00	485,000.00	0.00	0.00	485,000.00	100.00 %
400-300-72004	TWDB - Misc.	230,000.00	230,000.00	550.00	550.00	229,450.00	99.76 %
400-300-90013	Transfer to Vehicle Replacement Fu	37,936.00	37,936.00	0.00	0.00	37,936.00	100.00 %
Department: 300 - Wastewater Total:		20,568,326.00	20,568,326.00	12,443.87	12,443.87	20,555,882.13	99.94%
Department: 301 - Water							
400-301-63026	Routine Operations	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
400-301-63027	Operations Non Routine	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-301-63032	Water Line Maintenance & Repair	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
400-301-64010	Supplies	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
Department: 301 - Water Total:		105,000.00	105,000.00	0.00	0.00	105,000.00	100.00%
Department: 310 - Utility Operations							
400-310-60000	Regular Employees	527,345.98	527,345.98	22,161.61	22,161.61	505,184.37	95.80 %
400-310-60002	Overtime	0.00	0.00	1,260.63	1,260.63	-1,260.63	0.00 %
400-310-60003	On Call Pay	10,400.00	10,400.00	1,916.84	1,916.84	8,483.16	81.57 %
400-310-61000	Health Insurance	59,572.49	59,572.49	2,403.52	2,403.52	57,168.97	95.97 %
400-310-61001	Dental Insurance	0.00	0.00	168.50	168.50	-168.50	0.00 %
400-310-61002	Medicare	0.00	0.00	342.60	342.60	-342.60	0.00 %
400-310-61004	Unemployment	0.00	0.00	24.31	24.31	-24.31	0.00 %
400-310-61005	Federal Withholding	42,609.97	42,609.97	0.00	0.00	42,609.97	100.00 %
400-310-61006	TMRS	30,894.73	30,894.73	1,535.55	1,535.55	29,359.18	95.03 %
400-310-62001	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-62003	Special Coounsel and Consultants	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
400-310-62020	Lab Testing	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
400-310-63001	Equipment Maintenance	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-63002	Fleet Maintenance	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
400-310-63005	Training/Continuing Education	13,305.00	13,305.00	0.00	0.00	13,305.00	100.00 %
400-310-63034	Utility Operations	355,560.00	355,560.00	48.00	48.00	355,512.00	99.99 %
400-310-64001	IT Equipment & Support	4,340.00	4,340.00	0.00	0.00	4,340.00	100.00 %
400-310-64002	Software	15,313.00	15,313.00	3,530.25	3,530.25	11,782.75	76.95 %
400-310-64003	Uniforms	7,470.00	7,470.00	0.00	0.00	7,470.00	100.00 %
400-310-64006	Fleet Acquisition	62,000.00	62,000.00	0.00	0.00	62,000.00	100.00 %
400-310-64008	Fuel	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
400-310-64023	Equipment	53,000.00	53,000.00	0.00	0.00	53,000.00	100.00 %
400-310-65000	Network/Phone	16,250.00	16,250.00	722.77	722.77	15,527.23	95.55 %
Department: 310 - Utility Operations Total:		1,330,061.17	1,330,061.17	34,114.58	34,114.58	1,295,946.59	97.44%
Department: 311 - Arrowhead Wastewater Plant							
400-311-63025	Arrowhead - Wastwater Treatment	18,325.00	18,325.00	0.00	0.00	18,325.00	100.00 %
400-311-63026	Arrowhead - Routine Operations	23,250.00	23,250.00	0.00	0.00	23,250.00	100.00 %
400-311-63027	Arrowhead - Non-Routine Operatio	21,450.00	21,450.00	0.00	0.00	21,450.00	100.00 %
400-311-63028	Arrowhead - Lift Station Maintenanc	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
400-311-63030	Arrowhead - Drip Field Maintenanc	51,500.00	51,500.00	0.00	0.00	51,500.00	100.00 %
400-311-63031	Arrowhead - Sludge Hauling	39,000.00	39,000.00	0.00	0.00	39,000.00	100.00 %
400-311-64010	Arrowhead - Supplies	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
400-311-64022	Arrowhead - Chemicals	13,000.00	13,000.00	843.60	843.60	12,156.40	93.51 %
400-311-65017	Arrowhead - Electricity	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %

Budget Report

For Fiscal: FY 2024 Period Endin Item # 4. 3

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-311-71000 Arrowhead - Capital Projects	2,029,109.57	2,029,109.57	47,760.00	47,760.00	1,981,349.57	97.65 %
Department: 311 - Arrowhead Wastewater Plant Total:	2,229,634.57	2,229,634.57	48,603.60	48,603.60	2,181,030.97	97.82%
Expense Total:	24,233,021.74	24,233,021.74	95,162.05	95,162.05	24,137,859.69	99.61%
Fund: 400 - Utilities Surplus (Deficit):	-6,120,128.48	-6,120,128.48	338,579.81	338,579.81	6,458,708.29	105.53%
Report Surplus (Deficit):	-9,491,204.25	-9,491,204.25	347,217.94	347,217.94	9,838,422.19	103.66%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	7,763,445.36	7,763,445.36	405,578.07	405,578.07	-7,357,867.29	94.78%
105 - Communications	110,209.00	110,209.00	3,186.30	3,186.30	-107,022.70	97.11%
200 - Planning & Development	1,628,875.00	1,628,875.00	46,063.42	46,063.42	-1,582,811.58	97.17%
201 - Building	1,550,000.00	1,550,000.00	80,094.97	80,094.97	-1,469,905.03	94.83%
400 - Parks & Recreation	579,880.00	579,880.00	-3,460.00	-3,460.00	-583,340.00	100.60%
402 - Aquatics	76,100.00	76,100.00	0.00	0.00	-76,100.00	100.00%
404 - Founders Day	124,450.00	124,450.00	0.00	0.00	-124,450.00	100.00%
Revenue Total:	11,832,959.36	11,832,959.36	531,462.76	531,462.76	-11,301,496.60	95.51%
Expense						
000 - Undesignated	5,797,331.91	5,797,331.91	23,695.61	23,695.61	5,773,636.30	99.59%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00%
101 - City Administrators Office	0.00	0.00	44,515.51	44,515.51	-44,515.51	0.00%
102 - City Secretary	29,120.00	29,120.00	14,868.35	14,868.35	14,251.65	48.94%
103 - Courts	15,500.00	15,500.00	500.00	500.00	15,000.00	96.77%
104 - City Attorney	49,000.00	49,000.00	15,043.37	15,043.37	33,956.63	69.30%
105 - Communications	132,309.00	132,309.00	26,026.98	26,026.98	106,282.02	80.33%
106 - IT	389,894.84	389,894.84	42,775.47	42,775.47	347,119.37	89.03%
107 - Finance	1,494,123.00	1,494,123.00	130,118.95	130,118.95	1,364,004.05	91.29%
200 - Planning & Development	313,500.00	313,500.00	23,834.33	23,834.33	289,665.67	92.40%
201 - Building	792,000.00	792,000.00	38,269.90	38,269.90	753,730.10	95.17%
300 - Wastewater	1,140,000.00	1,140,000.00	11,258.05	11,258.05	1,128,741.95	99.01%
304 - Maintenance	2,271,860.00	2,271,860.00	39,204.53	39,204.53	2,232,655.47	98.27%
400 - Parks & Recreation	1,369,101.76	1,369,101.76	89,499.49	89,499.49	1,279,602.27	93.46%
401 - DSRP	683,265.91	683,265.91	52,871.16	52,871.16	630,394.75	92.26%
402 - Aquatics	234,007.09	234,007.09	4,465.82	4,465.82	229,541.27	98.09%
404 - Founders Day	160,025.00	160,025.00	0.00	0.00	160,025.00	100.00%
500 - Emergency Management	94,298.00	94,298.00	7,767.37	7,767.37	86,530.63	91.76%
Expense Total:	14,982,336.51	14,982,336.51	564,714.89	564,714.89	14,417,621.62	96.23%
Fund: 100 - General Fund Surplus (Deficit):	-3,149,377.15	-3,149,377.15	-33,252.13	-33,252.13	3,116,125.02	98.94%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,109,665.20	1,109,665.20	52,990.19	52,990.19	-1,056,675.01	95.22%
Revenue Total:	1,109,665.20	1,109,665.20	52,990.19	52,990.19	-1,056,675.01	95.22%
Expense						
400 - Parks & Recreation	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00%
401 - DSRP	1,320,363.82	1,320,363.82	11,099.93	11,099.93	1,309,263.89	99.16%
Expense Total:	1,331,363.82	1,331,363.82	11,099.93	11,099.93	1,320,263.89	99.17%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-221,698.62	-221,698.62	41,890.26	41,890.26	263,588.88	118.90%
Fund: 400 - Utilities						
Revenue						
000 - Undesignated	539,485.58	539,485.58	16,910.14	16,910.14	-522,575.44	96.87%
300 - Wastewater	17,028,367.68	17,028,367.68	384,416.07	384,416.07	-16,643,951.61	97.74%
301 - Water	216,040.00	216,040.00	16,014.40	16,014.40	-200,025.60	92.59%
310 - Utility Operations	329,000.00	329,000.00	16,401.25	16,401.25	-312,598.75	95.01%
Revenue Total:	18,112,893.26	18,112,893.26	433,741.86	433,741.86	-17,679,151.40	97.61%
Expense						
300 - Wastewater	20,568,326.00	20,568,326.00	12,443.87	12,443.87	20,555,882.13	99.94%
301 - Water	105,000.00	105,000.00	0.00	0.00	105,000.00	100.00%
310 - Utility Operations	1,330,061.17	1,330,061.17	34,114.58	34,114.58	1,295,946.59	97.44%
311 - Arrowhead Wastewater Plant	2,229,634.57	2,229,634.57	48,603.60	48,603.60	2,181,030.97	97.82%

Budget Report

For Fiscal: FY 2024 Period Endin Item # 4. 3

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense Total:	24,233,021.74	24,233,021.74	95,162.05	95,162.05	24,137,859.69	99.61%
Fund: 400 - Utilities Surplus (Deficit):	-6,120,128.48	-6,120,128.48	338,579.81	338,579.81	6,458,708.29	105.53%
Report Surplus (Deficit):	-9,491,204.25	-9,491,204.25	347,217.94	347,217.94	9,838,422.19	103.66%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-3,149,377.15	-3,149,377.15	-33,252.13	-33,252.13	3,116,125.02
200 - Dripping Springs Ranch Park	-221,698.62	-221,698.62	41,890.26	41,890.26	263,588.88
400 - Utilities	-6,120,128.48	-6,120,128.48	338,579.81	338,579.81	6,458,708.29
Report Surplus (Deficit):	-9,491,204.25	-9,491,204.25	347,217.94	347,217.94	9,838,422.19



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: 12/05/2023

Agenda Item Wording: **Approval of a Resolution Accepting Improvements and a Maintenance Bond for Cannon Ranch Subdivision Phase 1. Applicant: CC Carlton Industries, Ltd.**

Agenda Item Requestor:

Summary/Background: Cannon Ranch Phase 1 public improvements have been completed and inspected. The City Engineer, City Inspector and Public Works Director have performed a final walk with the Design Engineer and found all improvements to be completed in conformance with the approved construction plans.

**Commission
Recommendations:**

**Recommended
Council Actions:** City staff recommends approval.

Attachments:

Next Steps/Schedule: Send to City Secretary for execution

THE STATE OF TEXAS §

COUNTY OF Hays §

MAINTENANCE BOND

BOND NO. 602-201423-7

KNOW ALL MEN BY THESE PRESENTS:

That CC Carlton Industries, Ltd. of Travis County, Texas, hereinafter called Principal, and United States Fire Insurance Company, a corporation legally authorized to do business and act as a surety in the State of Texas, hereinafter called Surety, are held and firmly bound unto the City of Dripping Springs, of Hays County, Texas, hereinafter called City, in the penal sum of \$6,280,441.61 (Six Million Two Hundred Eighty Thousand Four Hundred Forty One & 61/100's), the said sum being one hundred percent (100%) of the total amount paid for the hereinafter mentioned work, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal was engaged to perform the following work:
Cannon Ranch Phase One Subdivision Improvements

in the proper performance of which the City has an interest.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully maintain and keep in good repair the work contracted to be done and performed for a period of 2 year(s) from the date of acceptance in writing by the City and do all necessary work and repair of any defective conditions growing out of or arising from the improper work of the same, including, but not limited to, any settling, breaking, cracking or other defective condition of any of the work or part thereof arising from improper excavation, backfilling, compacting or any other cause or condition, known or unknown, at any time during the period of this bond, which the city engineer, whose judgment shall be final and conclusive, determines to be the result of defective work, materials or labor; then this obligation shall be void, otherwise to remain in full force and effect.

In case the Principal shall fail to maintain, repair, or reconstruct any defective condition of the work as determined herein within thirty (30) days notice of same, it is agreed that the City may do said work and supply such materials as necessary and charge the sum against the Principal and Surety on this obligation.

It is further agreed that this obligation shall be a continued one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further

understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

PROVIDED, further, that if any legal action be filed on this bond, venue shall lie in Hays County, Texas.

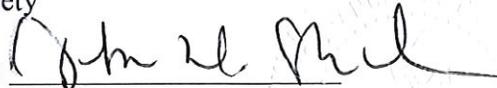
SIGNED and sealed this the 17th day of October, 2023

IN THE PRESENCE OF:

CC Carlton Industries, Ltd.
Principal

By: 

United States Fire Insurance Company
Surety

By: 
John W. Schuler, Attorney-in-fact

NOTE: POWER OF ATTORNEY OF SURETY MUST BE ATTACHED
COPY OF ANY WRITTEN CONSTRUCTION CONTRACT, AGREEMENT,
OR ESTIMATE MUST BE ATTACHED
(Date of Bond must *not* be prior to date of contract)

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

08338

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Steven W. Dobson, John W. Schuler

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

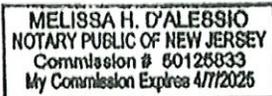


Matthew E. Lubin

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17 day of October 2023

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay

Michael C. Fay, Senior Vice President

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2023-

ACCEPTING IMPROVEMENTS AND APPROVING MAINTENANCE BOND FOR CANNON RANCH SUBDIVISION PHASE 1 GRADING, STREET, STORM SEWER, WATER, AND WASTEWATER IMPROVEMENTS AND RELEASING CONSTRUCTION BOND

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR CANNON RANCH SUBDIVISION PHASE 1 GRADING, STREET, STORM SEWER, WATER, AND WASTEWATER IMPROVEMENTS AND RELEASING A CONSTRUCTION BOND, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, CC Carlton Industries, Ltd. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Cannon Ranch Subdivision Phase 1 Streets, Drainage, Water, and Wastewater improvements (“Improvements”) for the City of Drippings Springs; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements in Cannon Ranch Subdivision Phase 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 Streets, Storm Sewer, Water, and Wastewater Improvements at the Cannon Ranch Subdivision Phase 1.
3. The City Council hereby approves and accepts the Contractor's proposed Maintenance Bond No. 602-201423-7, from United States Fire Insurance Company ("Insurer"), included and attached herein (Attachment "A").
4. The City Council hereby releases the Contractor's Construction Bond No. 0255822.
5. 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.
6. 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.
7. This Resolution shall take effect immediately upon passage.
8. 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 , 2023, 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. 602-201423-7: CC Carlton Industries, Ltd., and United States Fire Insurance Company)



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: 12/05/2023

Agenda Item Wording: **Approval of a Resolution Accepting Improvements and a Maintenance Bond for Cannon Ranch Subdivision Offsite Water Improvements.**
Applicant: CC Carlton Industries, Ltd.

Agenda Item Requestor: Mayor Bill Foulds Jr.

Summary/Background: Cannon Ranch Offsite Water public improvements have been completed and inspected. The City Engineer, City Inspector and Public Works Director have performed a final walk with the Design Engineer and found all improvements to be completed in conformance with the approved construction plans.

**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. 2023-

ACCEPTING IMPROVEMENTS AND APPROVING MAINTENANCE BOND FOR CANNON RANCH SUBDIVISION OFFSITE WATER IMPROVEMENTS

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR CANNON RANCH SUBDIVISION OFFSITE WATER IMPROVEMENTS, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, CC Carlton Industries, Ltd. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Cannon Ranch Subdivision Offsite Water improvements (“Improvements”) for the City of Drippings Springs; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements in Cannon Ranch Subdivision Offsite Water; 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 Offsite Water Improvements at the Cannon Ranch Subdivision.
3. The City Council hereby approves and accepts the Contractor’s proposed Maintenance Bond No. 602-201421-9, from United States Fire 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 , 2023, 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. 602-201421-9: CC Carlton Industries, Ltd., and United States Fire Insurance Company)

THE STATE OF TEXAS §
COUNTY OF Hays §

MAINTENANCE BOND

BOND NO. 602-201421-9

KNOW ALL MEN BY THESE PRESENTS:

That CC Carlton Industries, Ltd., of Travis County, Texas, hereinafter called Principal, and United States Fire Insurance Company, a corporation legally authorized to do business and act as a surety in the State of Texas, hereinafter called Surety, are held and firmly bound unto the City of Dripping Springs, of Hays County, Texas, hereinafter called City, in the penal sum of \$99,340.68, the said sum being one hundred percent (100%) of the total amount paid for the hereinafter mentioned work, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of this Obligation is such that:

WHEREAS, the Principal was engaged to perform the following work:
Cannon Ranch Offsite Waterline

in the proper performance of which the City has an interest.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully maintain and keep in good repair the work contracted to be done and performed for a period of 2(two) year(s) from the date of acceptance in writing by the City and do all necessary work and repair of any defective conditions growing out of or arising from the improper work of the same, including, but not limited to, any settling, breaking, cracking or other defective condition of any of the work or part thereof arising from improper excavation, backfilling, compacting or any other cause or condition, known or unknown, at any time during the period of this bond, which the city engineer, whose judgment shall be final and conclusive, determines to be the result of defective work, materials or labor; then this obligation shall be void, otherwise to remain in full force and effect.

In case the Principal shall fail to maintain, repair, or reconstruct any defective condition of the work as determined herein within thirty (30) days notice of same, it is agreed that the City may do said work and supply such materials as necessary and charge the sum against the Principal and Surety on this obligation.

It is further agreed that this obligation shall be a continued one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further

understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

PROVIDED, further, that if any legal action be filed on this bond, venue shall lie in Hays County, Texas.

SIGNED and sealed this the 2nd day of November, 2023

IN THE PRESENCE OF:

CC Carlton Industries, Ltd.
Principal

By: _____

United States Fire Insurance Company
Surety

By: _____

John W. Schuler, Attorney-in-fact

NOTE: POWER OF ATTORNEY OF SURETY MUST BE ATTACHED
COPY OF ANY WRITTEN CONSTRUCTION CONTRACT, AGREEMENT,
OR ESTIMATE MUST BE ATTACHED
(Date of Bond must *not* be prior to date of contract)

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

Item # 6.

08338

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Steven W. Dobson, John W. Schuler

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



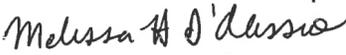
Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.





Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of November 20 23

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



TEXAS COMPLAINT NOTICE AVISO DE QUEJA DE TEXAS

IMPORTANT NOTICE

To obtain Information or make a complaint:

You may call Crum & Forster's toll-free number for information or to make a complaint at:

1-888-890-1500

You may write to Crum & Forster at:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Web: www.cfins.com
E-mail: info@cfins.com

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:

PO Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.tx.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. 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 información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Crum & Forster's para obtener información o para presentar una queja al:

1-888-890-1500

Usted también puede escribir a Crum & Forster:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Sitio web: www.cfins.com
E-mail: info@cfins.com

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.tx.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



DRIPPING SPRINGS
Texas

Tree Preservation and Landscaping Ordinance

Laura Mueller, City Attorney
Tory Carpenter, Planning
Director

Current issues that prompted this revision:

- Community focus on natural environment
- Clear-cutting of development sites
- Low (perceived) value to keeping existing urban canopy by some applicants
- Low financial barrier to creating bare pad sites
- Focus on paying rather than preservation
- Water Conservation





Summer 2022 Comprehensive Plan

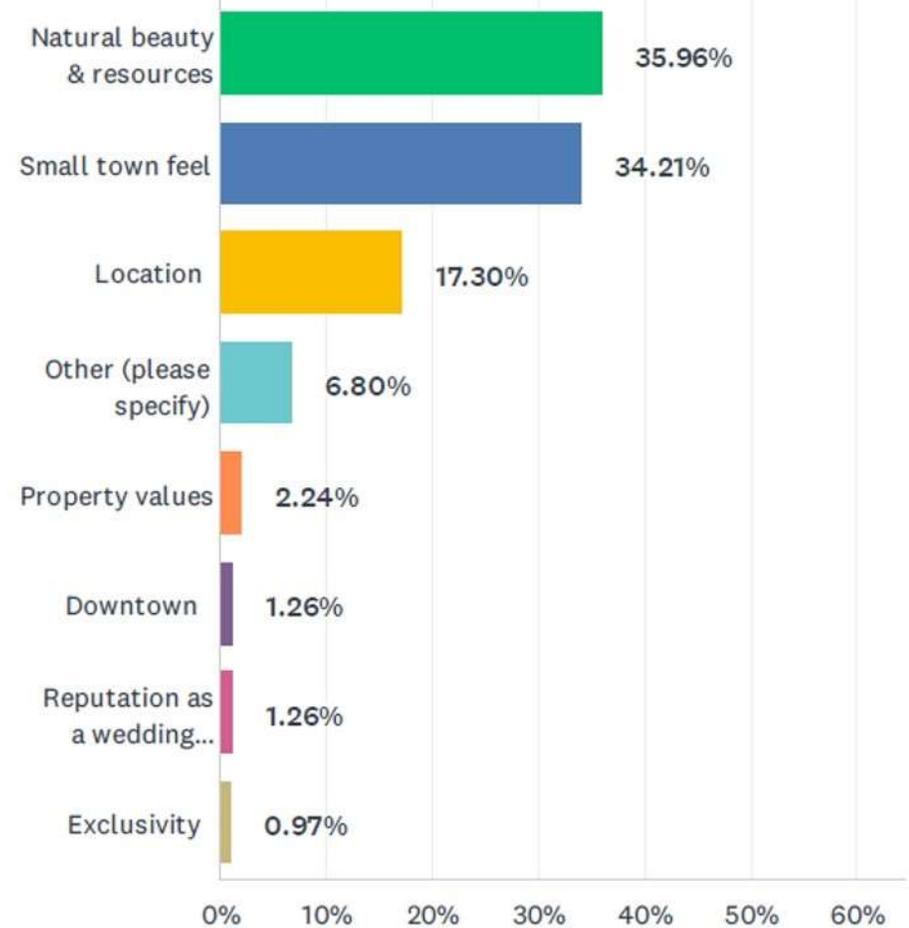
Survey Question:

Survey #2

“In your opinion, what is the community’s greatest asset?”

Other:

- Friendly people
- Schools/ DSISD
- Night sky
- None of the above



Landscaping and Tree Preservation Ordinance Team:

Landscaping Subcommittee: Councilmember Crow, Mayor Pro Tem Manassian, Brent Luck, Andy Binz, Michelle Fischer, Aaron Reed, Tory Carpenter

City Reviewers: Chad Gilpin, City Engineer; Ryan Turner, City Prosecutor; Peter Dufresne, Landscape Expert; Shane Pevehouse, Building Official (Code Enforcement); Mark Escobedo, Code Enforcement

Outside Reviewers: Matthew Scrivener (Village Grove/Gateway Village) with Phil Bobel, Rex Baker, and Brandon Krause; Rick Broun, Dripping Springs Water Supply Corporation



Proposed Ordinance

- Two Scopes:
 - Residential homeowners and small projects with 4 units or less (Divisions 1 & 2)
 - All other projects including Residential Subdivisions and Commercial Projects (Divisions 3, 4, & 5)
- Added a host of definitions, which will further refine meaning to key terms and concepts
- Water Conservation Incentives including installation of drip irrigation and requirement for less grass turf



Residential Homeowners and Small Projects Requirements (Divisions 1 & 2)

- Applies in City Limits (28.06.003)
- Cannot cut down any healthy Legacy hardwood tree or Heritage Tree without a waiver
 - Hardwood trees as defined
- Cannot Damage trees that are protected by the ordinance
- Cannot trim or cut oaks between February and July without a waiver
- Trimming or cutting of oaks requires wound dressing
 - Exceptions for emergencies exist
- Cannot irrigate or water where there is excessive water flow or runoff on sidewalks, driveways, streets, or ditches



Site Development: Larger Residential Subdivisions (more than 4 units) and all Commercial Projects (Divisions 3, 4, & 5)

- Applies in City Limits and Extraterritorial Jurisdiction
- Cannot cut down or damage any healthy Legacy hardwood or Heritage Tree without a waiver
- Plant Street Trees
- Cannot pave over Critical Root Zone
- Landscape Buffers
- Landscape Plan, Tree Survey, and Irrigation Plans required with proposed site plans and construction plans
- Irrigation Plan
- Cannot trim or cut oaks between February and July without a waiver
- Trimming or cutting of oaks requires wound dressing
 - Exceptions for emergencies exist
- Interior Lot Landscaping
 - Limitation on amount of turf
 - Incentives for drip irrigation
 - No St. Augustine Grass, native/drought-tolerant grasses required



Zoning	No. of Required Trees
SF-1	2
SF-2	2
SF-3	1
SF-4	2
SF-5	1 per unit
MF	Follow Nonresidential Street Tree Requirements 28.06.071(b)
MH	1



Residential Homeowners Violations

- Applies in City Limits (28.06.003)
- Class C Misdemeanor
 - Cannot cut down any healthy Legacy or Heritage Tree without a waiver
 - Hardwood trees as defined
 - Certain other trees as listed
 - Cannot Damage trees that are protected by the ordinance
- Civil Remedies
 - Injunctive Relief
 - Civil Penalties
- Mitigation for Tree Removal
 - Replace removed trees
 - Relocate removed trees
 - Preservation in excess of requirements
 - Payment of tree mitigation fees
 - Combination of methods required

Tree Classification	Tree Diameter Removed (DBH)	Tree Planting: Aggregate TC in inches of trees removed	Mitigation Fee per inch (TC) of tree removed
Heritage	24.0" or greater	3:1	\$200
Legacy	12.0" – 23.9"	1.5:1	\$100



Site Development: Larger Residential Subdivisions (more than 4 units) and all Commercial Projects Violations

- Class C Misdemeanor
 - Removal of damage of protected trees
 - Death of adjacent trees due to construction
 - Use of unauthorized landscape material
 - Paving over the critical root zone
- Civil Remedies
 - Injunctive Relief
 - Civil Penalties
- Mitigation for Tree Removal
 - Replace removed trees
 - Relocate removed trees
 - Preservation in excess of requirements
 - Payment of tree mitigation fees
 - Combination of methods required

<u>Tree Classification</u>	<u>Tree Diameter Removed (DBH)</u>	<u>Tree Planting: Aggregate TC in inches of trees removed</u>	<u>Mitigation Fee per inch (TC) of tree removed</u>
<u>Standard</u>	8.0" -11.9"	1:1	\$50
<u>Legacy</u>	12.0" – 23.9"	1.5:1	\$100
<u>Heritage</u>	24.0" or greater	3:1	\$200



Tree Preservation

- Clarified excepted activities
- Created categories for 'significance' of trees (standard, heritage, legacy)
- Listed plan submittal requirements
- Revised mitigation for removed trees

General Tree Trunk Diameter
Standard: 8 inch to 12 inch
Legacy: 12 inch to 24 inch
Heritage: 24 inch and above



Tree Preservation

- Limits removal of trees during development of commercial and residential projects.
- Requires tree preservation plans for new projects (on platting)
- Requires mitigation for all tree removal with an emphasis on planting a variety of preferred tree types over paying.
- Prohibits removal of healthy Heritage Trees (24" caliper or larger) except with waiver approval.
- Prohibits removal of Heritage Trees and hardwood Legacy Trees on any property, including individual residential lots, in the City.



Tree Preservation: Larger Residential Subdivisions (more than 4 units) and all Commercial Projects (Divisions 3, 4, & 5)

Residential Subdivision (5 or more dwelling units):

- 100% of all Heritage and Legacy hardwood trees
- 35% of all Standard and Legacy non-hardwood trees
- Heritage and Legacy hardwood trees may be removed with a waiver where they are located within potential infrastructure areas

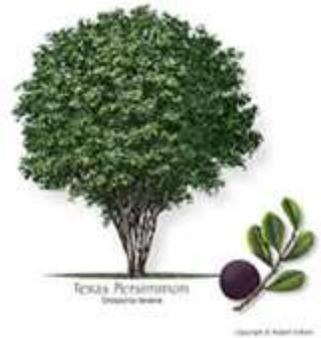
Commercial, Industrial, and Multi-Family Subdivision:

- 100% of all Heritage and Legacy hardwood trees
- 40% of all Standard and Legacy non-hardwood trees
- Heritage and Legacy hardwood trees may be removed with a waiver where they are located within potential infrastructure areas





Protected Trees



DRIPPING SPRINGS
Texas

Tree	Heritage Size	Legacy Size	Standard Size	Notes
Ashe Juniper	24 inch	8 inch	6 inch	Golden Cheek Warbler
Huisache (Acacia farnesiana)	24 inch	12 inch	8 inch	
Mesquite (Prosopis glandulosa)	24 inch	12 inch	8 inch	
Arizona Ash (Fraxinus velutina)	24 inch	12 inch	8 inch	
Hackberry (Celtis spp.)	24 inch	12 inch	8 inch	
Texas Persimmon (Diospyros texana)	12 inch	5 inch	3 inch	
Texas Redbud (var. texensis)	12 inch	5 inch	3 inch	
Texas Mountain Laurel (Sophora secundiflora)	12 inch	5 inch	3 inch	
Condalia (Condalia hookeri)	12 inch	5 inch	3 inch	
Possum Haw (Ilex decidua)	12 inch	5 inch	3 inch	In floodplain only
Hawthorne (rataegus texana)	12 inch	5 inch	3 inch	



Plus Hardwood Trees:
Texas Ash, Bald Cypress,
American Elm, Cedar
Elm, Texas Madrone,
Bigtooth Maple, All
Oaks, Pecan, Arizona
Walnut, Eastern Black
Walnut, and other
designated hardwood
trees.

Tree Preservation Incentives – Residential Subdivisions and Commercial Projects

- Parking Space Reduction
- Sidewalk Waivers
- Additional tree preservation credit for Tree Clusters
- Landscape Credits
- Minimum lot size and setbacks

Exceptions to Tree Preservation

- Natural Disasters
- Diseased or dead trees
- Distressed trees
- Trees causing physical damage to structures or infrastructure
- Trees interfering with traffic lanes
- Utility easements and drainage facilities



Non-Native Trees – Not Protected

- Chinese Pistache (*Pistacia chinensis*)
- Chinaberry (*Melia azedarach*)
- Chinese Tallow (*Sapium sebiferum*)
- Tree of Heaven (*Ailanthus altissima*)
- Salt Cedar (*Taxodium species*)
- Japanese Ligustrum (*Ligustrum japonicum*)
- Nandina (*Nandina domestica*)
- Paper Mulberry (*Broussonetia papyrifera*)



Tree Preservation Exceptions

- Rebuild after natural disaster or damage to trees from fire or natural disaster
- Diseased or dying trees
- Exempted tree species
- Right of way including sight lines and opening up of traffic lanes



Water Conservation

- **210 Reuse Discount for installing drip irrigation**
- **Turf Grass Areas**
 - Use of grass limited to Zoysia, Bermuda, Buffalograss, Habiturf, or other drought-tolerant turf grass varieties as approved by the City in consultation with Texas A&M Agrilife Extension.
 - Single-family residential home subdivision: turf grass areas shall be limited to a maximum of 50% of the total provided landscaped area, except that up to 75% of the areas can be turf if supported by drip irrigation.
 - In all other developments, turf grass areas shall be limited to a maximum of 25% of the total provided landscaped area, except that up to 50% of the areas can be turf if supported by drip irrigation in lieu of spray irrigation.
- **Working with Water Providers on enforcing additional requirements put in place by the Water Providers.**



Applicability

- Individual Homeowners and Small Projects – City Limits ***renamed INDIVIDUAL RESIDENTIAL LOTS AND SMALL PROJECT LANDSCAPING AND TREE PRESERVATION***
- Large Residential Projects and Commercial Projects – City Limits and ETJ same as Platting and Site Development ***renamed COMMERCIAL AND SUBDIVISION LANDSCAPING AND TREE PRESERVATION***

Legacy Trees

- 100% hardwood to be preserved for everyone
- Non-hardwood preserved at percentage for Large Residential Projects and Commercial Projects

Hardwood Trees

- Defined in Ordinance: Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut

Enforcement

- Civil, Criminal, and Mitigation as defined by ordinance
- Tree Plans during development and building to be reviewed by Planning and Building Departments



Staff Recommendation:

Approval or Postponement to December 19, 2023

Development Manual:

Development Manual to be updated with charts included in the Council Packet.

Effective Dates:

- 30 days from date of publication:
 - Individual Residential Lots and Small Project Landscaping and Tree Preservation
 - Commercial and Subdivision Landscaping and Tree Preservation other than Sections 28.06.079 – .081 (Tree Preservation) and Division 5. Standards – Commercial and Subdivision Interior Lot Landscaping
- 90 days from date of publication
 - Sections 28.06.079 – .081 (Tree Preservation) and Division 5. Standards – Commercial and Subdivision Interior Lot Landscaping

Education

- Codes and Coffee with Building Department
- Planning Department Education for Developers
- Information on Website
- Various Meetings open to public regarding ordinance, tree preservation, and water conservation

Recommendations and Next Steps



QUESTIONS?



ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION

DIVISION 3. GENERALLY - COMMERCIAL AND SUBDIVISION LANDSCAPING AND TREE PRESERVATION

Sec. 28.06.060. Purpose-Commercial and Residential Subdivision.

- (a) Generally. The purpose of commercial and residential subdivision tree preservation 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 article is also to enhance the community's ecological, environmental, and aesthetic qualities.
- (b) Health, welfare, and 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.
- (c) Water conservation and drainage. The city experiences frequent droughts, due in part to a landscape characterized by thin-soiled rock formations; therefore, it is the purpose of this article to encourage the use of drought-resistant vegetation and landscaping that minimizes runoff and erosion.

Sec. 28.06.061. Scope and Applicability.

Divisions 3, 4, and 5 – Commercial and Subdivision Tree Preservation and Landscaping apply to all commercial property and residential subdivisions with five or more dwelling units within the incorporated municipal boundaries (i.e., city limits) and the extraterritorial jurisdiction (ETJ). This article applies to actions taken after the date of enactment.

In addition, this article applies to all development requiring site plan approval or construction plan approval subject to zoning requirements, including:

- (a) All residentially-zoned property and property being used for residential use for which a subdivision application is accepted by the City after the effective date of this ordinance generating five or more dwelling units;

- (b) All industrial, commercial, office, multi-family, institutional development, governmental facilities and infrastructure, and schools (including all new construction and any additions greater than 2500 square feet), and construction of a new parking lot or expansion of an existing parking lot; and
- (c) All properties going through redevelopment through extension, reconstruction, resurfacing, or structural alteration must come into compliance. Site plan approval shall be conditioned on compliance with this article.
- (d) For tree preservation purposes, this article applies to the three types of development stated above, and also includes:
 - (1) Any grading, filling or clearing of land related to a project as limited above;
 - (2) Trenching or excavating that may damage or destroy protected trees as defined related to a project as limited above;
 - (3) All governmental development shall comply with the tree preservation plan review procedure regardless of the zoning district in which they are located unless the development is utility related or in street R.O.W.
- (e) Exemptions from Divisions 3 and 4 – Commercial Property and Residential Subdivision Tree Preservation include:
 - (1) The cultivation of land for agricultural purposes, fence building or rebuilding.
 - (2) Street construction and maintenance projects that do not increase the impervious cover beyond that of the original street.
 - (3) Structural repairs or replacements to existing structures.
 - (4) Construction or reconstruction of barns, silos, livestock pens, sheds, and other agriculturally related structures.
 - (5) Any site plan submitted prior to the effective date of this article except expansions or additions as stated in this Code.

Sec. 28.06.062. Definitions.

- (a) Rules of interpretation. Words and phrases used in this article 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 Ordinances 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.
- (b) Specific definitions.

ANSI. The American National Standards Institute (ANSI) is a private, non-profit organization that administers and coordinates the U.S. voluntary standards and conformity assessment system.

Caliper inch. A unit of measure for tree size taken six inches above the ground level for field grown stock, and six inches above the soil line for container grown stock, and six inches above the root flare for bare root plants, up to and including the four-inch caliper size.

City administrator. The chief administrative officer of the city. The term shall also include the deputy city administrator.

City arborist. The employee or consultant designated by the city council as the city arborist.

City council. The governing body of the city.

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 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, as may be amended from time to time.

Commercial land use. All activities and operations except for one- and two-family residences occupied by individual(s) claiming the dwelling as their homestead.

Critical root zone. The circular area surrounding a tree trunk, established as a distance equal to one foot of radial distance for every inch of caliper size or tree DBH, whichever is appropriate.

Development. The construction or placement of any buildings, utilities, access, roads or other structures, excavation, mining, dredging, grading, filling, clearing or removing vegetation, or the deposit of refuse, waste or fill.

Development Review Committee. A group consisting of the city administrator or designee, the city engineer, building official, and the city planner.

DBH (diameter at breast height). The unit of measure for tree size once over four inch (4”) caliper. DBH is 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.

Escrow. A deposit of a cash bond with the city in accordance with this article.

Extreme drought classification. A mandatory drought response issued by the local water supply jurisdiction outlining conditions that include limits to water available for landscape irrigation making it impractical to establish new landscaping by irrigation.

Hardwood. Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut, American Sycamore, Eastern Cottonwood, Red Mulberry, Osage Orange, and other designated hardwood trees.

Heritage tree. A protected tree having a trunk of 24.0” or greater caliper in inches measured at DBH or as further defined in Sec. 28.06.079.

Impervious cover. Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration. For further clarification

on what is considered impervious cover, refer to the city's water quality protection ordinance (article 10.03).

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.

Legacy tree. A protected tree having a trunk of 12.0" -23.9" caliper in inches measured at DBH or as further defined in Sec. 28.06.079.

Natural area. An area where the naturally grown landscaping is left primarily undisturbed, except for the removal of poison ivy, greenbrier, 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.

Protected tree. Any of the following:

- (1) A hardwood tree having a trunk of at least eight inches in caliper or greater measured at DBH;
- (2) A multi-trunked hardwood tree having a total trunk DBH of at least 30 inches or more (not counting trunks less than eight inches in diameter); or
- (3) A cluster of hardwood trees within a ten-foot radius circle having a total trunk DBH of 40 inches or more (not counting trunks less than eight inches in diameter).

Residential Use. One- and two-family structures, occupied by individuals as their primary residence.

Responsible party. The owner/operator of the business on which the site development permit is being sought or where the protected tree or landscaping is required; the owner of the property upon which the tree is located or landscaping is required; the person who performs construction or landscaping on a lot, contracts with or directs a person to accomplish the construction.

Standard tree. A protected tree having a trunk of 8.0" -11.9" caliper in inches measured at DBH or as further defined in Sec. 28.06.079.

TCEQ. The state commission on environmental quality, or its successor agency.

Tree caliper. Caliper is the diameter of the trunk, measured at 6 inches above the soil line on the uphill side, and used for trees that measure 4" caliper or smaller. Over 4" caliper, trees are measured in DBH.

Sec. 28.06.063. Landscaping fund.

A fund is hereby created in which any cash-in-lieu paid to the city pursuant to the mandates of this article shall be deposited. The fund may be drawn upon by the city to implement landscaping improvements on city land and city-controlled rights-of-way or to fund landscape project grants that serve a public city purpose.

Sec. 28.06.064. Damaging or removing trees.

No person shall damage or remove trees in violation of this article. "Damage" in this case includes, but is not limited to, altering or maintaining trees in a manner inconsistent with the standards published in American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" for trees protected by this ordinance. A violation of this section is an offense under section 28.06.066.

Sec. 28.06.065. Violations.

It shall be unlawful for any person to violate this article.

Sec. 28.06.066. Offense

- (a) A person who violates, causes, allows or permits a violation of a section of this chapter designated as an offense commits a misdemeanor punishable by a fine not exceeding \$2000.00. In addition, the cost of the tree or trees may also be charged to the responsible party.
- (b) Each violation of this chapter designated as an offense constitutes a separate offense.
- (c) No culpable mental state is required to prove an offense under this chapter if the offense involves:
 - (1) removal or damage to trees in violation of this chapter including clearing, grubbing, or other heavy instruction over the critical root zone of a protected tree; or
 - (2) death of a protected tree outside of-but adjacent to-areas of disturbance by construction, including protected clusters.
- (d) Violations:
 - (1) Section 28.06.064. Damaging or Removing Trees.
 - (2) Section 28.06.065. Violations.
 - (3) Section 28.06.066. Landscape Material.
 - (4) Section 28.06.075(g). Paving over Critical Root Zone.
 - (5) Section 28.06.077. Maintenance Requirements.
 - (6) Section 28.06.079. Tree Preservation.
 - (7) Section 28.06.082. Irrigation Requirements.

Sec. 28.06.067. - Liability.

The provisions of this chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person that damages or removes any tree, from personal injury or property damage resulting from the damage or removal of the tree, or resulting from the negligence or willful acts of such person in the construction or maintenance of any property resulting in the damage or removal of a tree or the damage or removal of any tree, or from the damage caused by the failure to remediate oak wilt or planting of a prohibited tree. Nor shall it be construed as imposing upon the city or its officers, employees or agents any responsibility or liability by reason of the approval of any site development permit, subdivision, or construction under these provisions.

Sec. 28.06.068. - 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:

- (1) Injunctive relief to prevent specific conduct that violates the chapter or to require specific conduct that is necessary for compliance with the chapter, including remediation of oak wilt or protection of trees where such remediation or protection is required by this chapter at the expense of the responsible party;
- (2) A civil penalty up to \$1,000.00 a day when it is shown that the defendant was 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.
- (3) Any person violating any provision of this article is subject to a stop work order. Any violation of this article is hereby declared to be a nuisance. Any violation of this article may serve as grounds to withhold or delay issuance of other permits and revocation of a certificate of occupancy.

Secs. 28.06.069—28.06.070. Reserved.

*DIVISION 4. STANDARDS -- COMMERCIAL PROPERTY AND SUBDIVISION
LANDSCAPING AND TREE PRESERVATION*

Sec. 28.06.071. Street trees.

- (a) Residential street tree requirements. The list below sets forth the minimum number of trees, per lot, that must be planted prior to the issuance of a certificate of occupancy permit for the dwelling. Trees shall be in the front of a residential lot, including at least one required tree planted in the front yard. Three large shrubs may be substituted for one required tree. The following minimum standards apply:

Zoning	No. of Required Trees
SF-1	2
SF-2	2
SF-3	1
SF-4	2
SF-5	1 per unit
MF	Follow Nonresidential Street Tree Requirements 28.06.071(b)
MH	1

- (b) Nonresidential street tree requirements . At least one required tree, shall be planted adjacent to or near the street right-of-way for each 25 feet, or fraction thereof, of linear street frontage. Trees shall be planted between the street right-of-way and any horizontal and vertical improvements. The required number of trees need not be placed uniformly, but may be clustered in groups.
- (c) Trees planted shall be a minimum two and a half inch caliper, staked, and wrapped. Small trees/large shrubs trees shall be a minimum one and a half inch caliper, staked, and wrapped.
- (d) Trees with deep roots may be planted in the area between the sidewalk and road if approved by the development review committee in consultation with the City Arborist. Trees of species whose roots are known to cause damage to public roadways or other public works are prohibited.
- (e) Trees are not allowed to be planted within public water, or wastewater easements. Trees are not allowed to be planted within fifteen feet of telecommunication or electrical lines.
- (f) Trees in place at the time of construction and preserved on the lot, may count towards the required planting of trees if the preserved trees meet all of the requirements listed herein.

Sec. 28.06.072. Landscape buffers.

- (a) Landscape buffer planting requirements.
- (1) All plant material shall be of native or adapted species.
 - (2) All new proposed shade trees shall be a minimum of two and a half inches in caliper.
 - (3) All proposed ornamental trees shall be a minimum of one and a half inches in caliper.
 - (4) All large shrubs shall be a minimum of five-gallon container size and small shrubs/groundcovers a minimum of one-gallon container size.
- (b) Landscape buffer spacing requirements. The following landscape buffer spacing requirements shall apply to all designated landscape buffers:
- (1) Shade trees (such as Live Oak or Cedar Elm). One per 50 feet of buffer frontage.

- (2) Ornamental trees (such as Crape Myrtle or Desert Willow). One per 25 feet of buffer frontage.
- (3) Large shrubs, five-gallon (such as Wax Myrtle, DW Yaupon, or Agarita). One per six feet of buffer frontage.
- (4) Small shrubs/groundcovers, one-gallon (such as Lantana or Liriope). One per three feet of buffer frontage.
- (c) Landscape buffer widths. The following landscape buffer width requirements shall apply to all designated landscape buffers and shall be measured from the edge of the right-of-way:

	At Arterial Roadways	At Collector Roadways
AG	0	0
SF-1	35 feet	25 feet
SF-2	35 feet	25 feet
SF-3	40 feet	30 feet
SF-4	50 feet	40 feet
SF-5	40 feet	30 feet
MF	50 feet	40 feet
MH	35 feet	25 feet
O	25 feet	25 feet
LR	25 feet	25 feet
GR	25 feet	25 feet
CS	25 feet	25 feet
I	50 feet	50 feet
H	25 feet	25 feet
GUI	25 feet	25 feet
PR	25 feet	25 feet
PP	25 feet	25 feet
PD	Varies	Varies

- (d) Landscape buffer vegetation. The following landscape buffer vegetation requirements shall apply to all designated landscape buffers:

This buffer area shall contain either native vegetation in the form of trees and bushes left in their natural, undisturbed condition, or, if no such native vegetation exists, shall consist of landscaping in conformance with this article. If the area consists of landscaped plantings, maintenance of such plantings shall be the sole responsibility of the developer or the homeowners' or property owners' association.

Sec. 28.06.073. Landscape material.

All trees, plants, and vegetation shall comply with the City of Austin “Grow Green” recommended plant guide. Invasive plants in this guide are specifically prohibited. A violation of this section is an offense under section 28.06.066.

Sec. 28.06.074. Landscape plan and tree survey submittal.

A landscape plan and tree survey shall be submitted to the city with the proposed site development plans and construction plans. 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. The existing tree survey should be signed and sealed by a surveyor licensed by the state. The landscape plan must also be complied with while any structures are being built up to certificates of occupancy.

Sec. 28.06.075. Parking area landscaping.

- (a) 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.
- (b) The minimum total area in landscaped islands, peninsulas, or medians in the parking lots in front of buildings shall be 90 square feet for each 12 parking spaces, having a minimum width of nine (9) feet.
- (c) One tree is required for every six parking spaces. Tree preservation is encouraged for parking areas defined as back of curb and a nine (9) foot buffer around that back of curb, thus one existing tree that is at four inches DBH shall count for two new trees.
- (d) No parking space shall be located further than 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.
- (e) 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. Medium and tall shrubs are prohibited on internal islands to maintain visibility.
- (f) All landscaped islands shall have curbs except when utilizing low impact development techniques to capture and utilize runoff for irrigation purposes.
- (g) Paving over more than seventy-five percent (75%) of the critical root zone is prohibited unless approved by the city development review committee. All approved paving shall be porous pavement to allow water and air exchange. Paving over more than seventy-five percent (75%) of the critical root zone without approval of the City is an offense.

Sec. 28.06.076. Screening of dumpsters and building service equipment.

- (a) For outdoor condensers, utility huts, and other building service equipment (other than a rooftop), such equipment shall be reasonably screened from view on all sides using a masonry wall and vegetative screen using at least two varieties of plant material from the “grow green” plant guide, that, at maturity, are at least the height of the equipment to be screened.

- (b) All refuse and/or recycling containers shall be reasonably screened with landscaping from public view and the view of adjoining properties.
- (c) The opening for removal of the dumpster for collection shall be a minimum of 12 feet to allow proper service access. An additional ten feet in width is required for every additional dumpster.
- (d) All durable materials used in constructing the dumpster screening masonry wall system shall be consistent with and complement the primary structure.
- (e) The orientation of the dumpster opening shall not face the street or public sidewalk unless approved by the city administrator.

Sec. 28.06.077. Maintenance requirements.

The owner shall be responsible for (unless otherwise specified herein):

- (1) Planting and maintaining trees in a manner which conforms to the American National Standards Institute (ANSI) A-300 “Standards for Tree Care Operations” and following all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.
- (2) 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;
- (2) The repair or replacement of required landscape structures (walls, fences, etc.) to a structurally sound condition;
- (3) The regular maintenance, repair, or replacement, where necessary, of any screening or buffering;
- (4) Replacing planted trees if they die or become diseased beyond repair within five years after planting; and
- (5) 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.
- (6) Limitation of water due to drought restrictions placed by the City, Dripping Springs Water Supply Corporation, West Travis PUA, or any other water provider temporarily suspends the watering requirement in subsection (2).
- (7) A violation of this section is an offense under section 28.06.066.

Sec. 28.06.078. Integrated pest management.

An integrated pest management plan (IPM) shall be submitted with the site plan. The IPM shall include the soil analysis, fertilizer ratios, brands, and types of fertilization application methods to be used. Fertilizers must be phosphate-free.

Sec. 28.06.079. Tree preservation.

- (a) A grading and tree survey shall be submitted with the site development plans and construction plans. Residential site development, subdivision, or resubdivision which results in fewer than five dwelling units is exempt from this section.
- (b) The tree survey shall include all existing, live, healthy protected trees with an eight-inch DBH in diameter and larger, including clusters. 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 their critical root zone, meaning circles using the formula of one foot of radius for every one inch of trunk diameter. All required trees (both on and off the subject property) with critical root zones that intersect the limit(s) of disturbance with the project shall be represented. Unbroken circles indicate trees that are to remain. Dashed circles indicate trees that are to be removed (including trees identified to be distressed). Non-native trees or other exempt tree species as listed herein shall be omitted from the tree survey.
- (c) Protected trees are defined as follows:
- (1) Protected Trees;
 - (A) Heritage Trees;
 - (B) Legacy Trees;
 - (C) Standard Trees.
 - (2) Hardwood trees defined in Sec. 28.06.062 “Definitions”
 - (3) The following species are considered protected trees with at least one (1) trunk being equal or greater than the respective size (DBH):
 - i. Ashe Juniper (*Juniperus ashei*) - eight (8) inch DBH;
 - ii. Huisache (*Acacia farnesiana*) - twelve (12) inch DBH;
 - iii. Mesquite (*Prosopis glandulosa*) - twelve (12) inch DBH;
 - iv. Arizona Ash (*Fraxinus velutina*) - twelve (12) inch DBH;
 - v. Hackberry (*Celtis spp.*) - twelve (12) inch DBH;
 - vi. Texas Persimmon (*Diospyros texana*) - five (5) inch DBH;
 - vii. Texas Redbud (var. *texensis*) - five (5) inch DBH;
 - viii. Texas Mountain Laurel (*Sophora secundiflora*) - five (5) inch DBH;
 - ix. Condalia (*Condalia hookeri*) - five (5) inch DBH;
 - x. Possum Haw (*Ilex decidua* - in floodplain only) - five (5) inch DBH;
 - xi. Hawthorne (*crataegus texana*) - five (5) inch.
 - (4) Heritage Trees. A Heritage tree means a tree of twenty-four (24) inches or greater DBH for all tree species except the following species are Heritage with at least one (1) trunk

being twelve (12) inches or greater DBH (the value of the twelve (12) inches or greater trunk is the value given to these small tree species):

- i. Texas Persimmon (*Diospyros texana*);
- ii. Texas Redbud (var. *texensis*);
- iii. Texas Mountain Laurel (*Sophora secundiflora*);
- iv. Condalia (*Condalia hookeri*);
- v. Possum Haw (*Ilex decidua* - in floodplain only);
- vi. Hawthorne (*crataegus texana*).

(5) Non-native Trees. Non-native invasive tree species are not protected and will be omitted from the tree survey. Non-native invasive tree species means the following tree species:

- i. Chinese Pistache (*Pistacia chinensis*);
- ii. Chinaberry (*Melia azedarach*);
- iii. Chinese Tallow (*Sapium sebiferum*);
- iv. Tree of Heaven (*Ailanthus altissima*);
- v. Salt Cedar (*Tamerix* species).
- vi. Japanese Ligustrum (*Ligustrum japonicum*).
- vii. Japanese Ligustrum (*Ligustrum japonicum*);
- viii. Nandina (*Nandina domestica*);
- viii. Paper Mulberry (*Broussonetia papyrifera*)

(d) Minimum Tree Preservation Requirements

(1) No protected tree shall be removed from any real property within the City of Dripping Springs without following the provisions as stated below except where exempted.

(2) Preservation requirements that are set as percentage values shall be percentage of the trees, not percentage of the sum of all diameter inches.

(3) Tree Preservation by Land Use:

(A) Commercial, Industrial, and Multi-family:

(i) A minimum of 40% of Standard and Legacy non-hardwood trees shall be preserved on a lot.

(ii) All Heritage and Legacy hardwood trees shall be preserved on a lot.

(iii) Heritage and Legacy hardwood trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation.

(iv) The tree preservation plan must also be complied with during all construction including while any structures are being built as part of the project up to

certificates of occupancy. As-built tree plans may be required by the City prior to building construction.

(v) Waivers will be reviewed under the same standard as other Subdivision waivers pursuant to Section 1.6 of Exhibit A of the Subdivision Ordinance.

(B) Subdivision Development of residentially zoned areas (five or more dwelling units):

(i) A minimum of 35% of Standard and Legacy non-hardwood trees shall be preserved on a lot.

(ii) Heritage and Legacy hardwood trees shall be preserved on a lot.

(iii) Heritage and Legacy hardwood trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation.

(iv) The tree preservation plan must also be complied with during all construction including while any structures are being built as part of the project up to certificates of occupancy. As-built tree plans may be required by the City prior to building construction.

(v) Waivers will be reviewed under the same standard as other Subdivision waivers pursuant to Section 1.6 of Exhibit A of the Subdivision Ordinance.

(C) A property owner after the certificate of occupancy has been issued is no longer subject to Divisions 3, 4, or 5 but is subject to Divisions 1 and 2 of this ordinance.

(D) Steep slopes –Protected trees shall not be removed from a steep slope area.

(E) All Heritage and Legacy hardwood trees on any lot shall be preserved unless the tree falls under an exception or a waiver to remove the tree is granted by the development review committee. Heritage and Legacy hardwood trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation. Waivers will be reviewed under the same standard as other Subdivision waivers pursuant to Section 1.6 of Exhibit A of the Subdivision Ordinance.

(F) Tree preservation in Historic Districts shall comply with both this Chapter and the code and implementation manuals for the districts. When in conflict, the stricter requirement applies.

(4) Tree preservation in the Water Quality Protection Zones.

(A) No trees shall be removed without following the procedures set forth for Water Quality Protection Zones. The minimum percentage of trees to be preserved shall be by tree type, as follows:

(i) Standard trees – 100% shall be preserved

(ii) Legacy trees – 100% shall be preserved

(iii) Heritage trees – 100% shall be preserved

- (B) Drainageway Water Quality Buffer Zones. The above shall apply unless tree removal is specifically approved by the development review committee for allowable development in the WQBZ as defined by Water Quality Ordinance [22.05.017(d)]
- (e) A Tree Preservation Plan shall be submitted with the site plan for all applicable site plans and subdivisions. Unbroken circles indicate trees that are to remain. Dashed circles indicate trees that are to be removed (including trees identified to be distressed).
 - (f) Healthy designated protected trees that require removal to accommodate the development shall be replaced as directed herein. Trees identified as distressed shall not be included in tree preservation requirements evaluation.
 - (g) 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.
 - (h) During construction, take measures to protect trees, including rigid fencing, shielding, and signage, as necessary. Rigid fencing shall be placed with a radius of at least ten feet from the trunk or at the critical root zone, whichever is greater, unless property lines or other features prohibit a complete radius. Rigid fencing shall consist of wood, chainlink, or other solid material approved by the city administrator. Stakes shall be no more than six feet apart and at least one and one-half deep into the ground. Rigid fencing shall be at least three feet in height.
 - (i) The city inspector or designee shall inspect and approve installed tree protection before issuance of any permit to commence with any construction activity.
 - (h) Tree protection shall remain in place until final landscaping installation as approved by the city inspector or designee.
 - (i) Parking or storing of vehicles, equipment or materials allowed within the critical root zone is prohibited.
 - (j) Any activity that damages trees on adjacent lots is prohibited.
 - (k) A violation of this section is an offense under section 28.06.066.

Sec. 28.06.080. Mitigation for Tree Removal.

- (a) Mitigation for all removed trees not covered by an exception is required for all trees removed during all construction including while any structures are being built as part of the project up to certificates of occupancy. For all removed trees in accordance with tree preservation requirements or after a waiver is approved for removal in excess of the tree preservation requirements the inches (TC) required for mitigation will be determined using the approved tree survey or tree preservation plan. Legacy hardwood trees shown to be removed (beginning from largest to smallest (TC)) will be added to the preserved tree total until the preservation percentage is reached. The number of trees needed to meet the preservation requirement will be included in the mitigation calculation.
- (b) Protected trees which are removed shall be mitigated using any combination of the following pursuant to a tree mitigation plan as approved by the development review committee:
 - (1) Preservation of existing trees >6 inches in DBH above minimum preservation

- requirements;
- (2) Relocation of the removed tree onsite, mitigation is required for relocated trees if mortality occurs within 2-years of the relocation;
 - (3) Replacement by new protected tree species, or alternative native trees approved by the City Administrator or designee; and/or
 - (4) Payment of a fee in lieu of tree replacement.
 - (5) Mitigation cannot be accomplished by only using one of methods “1” thru “4” above. They must be used in combination in a balance approved by the development review committee.
- (c) The preservation of healthy Standard trees on-site is encouraged and may be used as mitigation to offset the removal of Protected trees. The mitigating trees may be of any protected tree species with an aggregate TC in inches of the trees removed (1:1). Mitigating trees should be >6 inches in DBH, in good health, and clear of existing or proposed utility easements and overhead electric lines. Existing Heritage trees cannot be used to mitigate for the loss of Heritage trees.
- (d) Replacement trees are in addition to the minimum landscaping requirements as described in Section 28.06.071 through Section 28.06.077 of this document.
- (e) Replacement trees may be of any protected tree species or alternative approved indigenous tree with an aggregate TC in inches of the trees removed with ratio of (1:1) for Standard trees, (1.5:1) for Legacy trees and (3:1) for Heritage trees.
- (f) Replacement trees shall be a minimum of two and a half caliper inches measured 6 inches from ground level and a minimum height of 8 feet when planted.
- (g) When possible, replacement trees shall be planted on the same lot according to an approved Tree Preservation Plan. Replacement trees may be planted on another lot if approved by the development review committee. Replacement trees must be maintained and kept alive for three years through a maintenance plan or replaced if destroyed, diseased, or dead within that time period.
- (h) Landscaping should be mulched to a depth of 3-4” and devoid of weeds and trash. Newly planted trees shall be mulched in a 4 foot radius or 8 foot diameter. The mulch will be kept 6 to 8 inches away from the root flare.
- (i) Biodiversity requirements for tree replacement
- (A) When replacing trees on site, or at a location approved by the development review committee, no single tree species may account for more than 50% of the total required caliper inches to be replaced.
 - (B) When more than 300 inches (TC) of replacement trees are required, a minimum of three (3) different approved tree species shall be used to fulfill the replacement requirements.
- (j) Fee in lieu of replacement:
- (i) If all or a portion of the required replacement trees will not be planted on-site or on a site approved by the development review committee, payment of a fee in lieu of

replacement shall be made, which shall be deposited into the City's Landscaping Fund. The fee shall be determined as follows in the Table below;

(ii) As described in Texas Government Code Sec.212.905, a tree mitigation fee is not required for trees < 10 inches in DBH on a property that is an existing one-family or two-family dwelling that is the persons residence.

Table Mitigation methods for tree removal

<u>Tree Classification</u>	<u>Tree Diameter Removed (DBH)</u>	<u>Tree Planting: Aggregate TC in inches of trees removed</u>	<u>Mitigation Fee per inch (TC) of tree removed</u>
<u>Standard</u>	8.0" -11.9" or as defined herein	1:1	\$50
<u>Legacy</u>	12.0" – 23.9" or as defined herein	1.5:1	\$100
<u>Heritage</u>	24.0" or greater or as defined herein	3:1	\$200

* If it is necessary to convert diameter or caliper to TC when purchasing replacement trees, the cost shall be calculated as: $TC = \text{diameter (in)} \times 3.1415$, where TC is total circumference (in).

(k) Tree Preservation Incentives. An individual may apply for, and subject to verification, shall receive incentives for tree preservation as follows:

- (1) Parking Space Reduction. Upon application and verification by the city arborist, an individual shall be entitled to a reduction in the minimum parking requirements to help meet the minimum tree preservation requirements. For the purpose of providing an incentive, the said minimum parking requirements may be reduced by one (1) parking space for every four (4) diameter inches of trees that have been protected or mitigated on a site. The city arborist shall issue a certificate to the appropriate city department(s) confirming that a reduction has been earned under this section. Up to fifteen (15) percent of the required spaces may be waived, however, a waiver in excess of fifteen (15) percent of the required spaces must be approved by the director of planning and development services or the director's designee, and no waiver may exceed thirty (30) percent of the required spaces. A waiver of up to fifty (50) percent of the minimum parking spaces required may be granted if the plan will result in the preservation of woodlands or significant stands of trees in a natural state in excess of the minimum tree preservation requirements. If used, the incentive provided by this subsection shall control over any other conflicting provision of this article.
- (2) Sidewalks. Where the development review committee determines that preservation of trees warrants the elimination, reduction in width, alternative routing, or

modification to the sidewalk and curb requirements in accordance with the tree preservation standards, a waiver may be granted.

- (3) Tree Cluster(s). In order to emphasize the importance of preserving trees in a cluster during development, additional tree preservation credit will be given as follows:
 - (A) Cluster(s) of three (3) or more trees less than ten (10) feet apart without existing understory will be calculated at one hundred five (105) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches.
 - (B) Cluster(s) of three (3) or more trees less than ten (10) feet apart with existing understory will be calculated at one hundred fifteen (115) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches.
- (4) Landscape Credits. Landscape credits may be awarded as provided in this chapter. Trees installed to meet the requirements of the landscape buffer Section 28.06.071 through Section 28.06.077 may be used to meet the requirements of the final tree canopy section.
- (5) Minimum Lot Size and Setbacks. The board of adjustment may approve a variance to the minimum lot size and setback requirements of the applicable zoning district for an individual lot or lots where the applicant demonstrates the following:
 - (A) Compliance with the minimum lot size or setback requirement is needed to preserve a protected tree or heritage tree; and
 - (B) If the tree permit application is pursuant to a proposed subdivision plat, the average lot size of the proposed subdivision will equal or exceed that of the applicable zoning district; and
 - (C) The public purpose involved in protecting the tree exceeds the public purpose of complying with minimum lot size or setback requirements; and
- (6) State Certification in Lieu of Compliance. The city arborist shall assist those who wish to have a site certified under the Texas Parks and Wildlife, Texas Wildscape Program in lieu of meeting city requirements in this division as long as twenty (20) percent of existing trees on-site are preserved.

Sec. 28.06.081. Exceptions.

Exceptions: The following shall be exempt from the Tree Preservation requirements of Section 28.06.079:

- (a) Lots on which buildings were constructed prior to the adoption of this ordinance and subsequently damaged by fire, explosion, flood, tornado, riot, act of the public enemy, or accident of any kind, provided a Building Permit is issued for restoration within 12 months after the damage occurs and additional square footage is not proposed.
- (b) Hazardous, diseased, dead, or dying trees as determined by a tree survey and a letter from a certified Texas Arborist.
- (c) Trees causing physical damage to existing structures, drainageways, utility systems or facilities in the public right of way as determined by the city engineer or their designee.

- (d) Protected trees damaged or destroyed by floods, fire, wind or other natural causes.
- (e) Trees or areas of tree canopy preventing the opening of reasonable and necessary vehicular traffic lanes in a street or alley.
- (f) Trees or areas of tree canopy located in the clear site line area and impeding required sight distance, as defined by the Dripping Springs Technical Criteria Manual (DSTC) Chapter 28, Exhibit C, as determined by the city engineer.
- (g) When undertaken in- and immediately adjacent to- the bounds of a public right-of way or dedicated public utility easement by an official government entity or their designee for public use, the installation of:
 - (1) roadways, bridges, culverts, and associated traffic facilities; and
 - (2) sidewalks and similar off-highway trails and passageways; and
 - (3) streets and passageway lighting; and
 - (4) surface and subsurface stormwater drainageways (where horizontal boring is not practicable); and
 - (5) subsurface potable water and wastewater utility infrastructure (where horizontal boring is not practicable); and
 - (6) roadway widening/creating on-street parking
- (h) Trees identified by a certified arborist as distressed shall not be included in tree preservation requirements evaluation.

Sec. 28.06.082. Irrigation requirements.

- (a) 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 and bubblers on all trees. Drip irrigation is encouraged on all residential and commercial turf grasses.
- (b) Turf drought-tolerant grass plantings shall comply with the interior lot landscaping requirements in this article. St. Augustine is expressly prohibited.
- (c) Landscaped areas must be mulched as required by the interior lot landscaping requirements in this article.
- (d) Watering landscaping by hose-end sprinklers or permanently installed automatic sprinkler systems between 10 a.m. and 7 p.m. is prohibited.
- (e) Watering by hand-held hose, drip irrigation, or soaker hose is allowed at any time. No more than three hours per day maximum is allowed.
- (f) Watering or irrigating of any landscaping in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, parking area, street, alley, gutter, or ditch is prohibited.
- (g) A subdivision or commercial project that uses drip irrigation in all open, park, and common areas will receive a credit of fifty percent (50%) of water reuse fees in Section 22.06.007 – Development requirements.

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- (h) All restrictions herein are in addition to any restrictions placed by a utility provider including the Dripping Springs Water Supply Corporation, the West Travis County PUA, or the City of Dripping Springs.

Sec. 28.06.083. Drought conditions.

- (a) During extreme drought classifications for this region as determined by the National Drought Mitigation Center, the city administrator, or designee, may accept a fiscal deposit of the amount equal to the cost of purchasing and installing the trees and other required landscaping into the city's drought tree fund in lieu of the installation of trees and other landscaping required by this chapter for the issuance of a certificate of occupancy permit, 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 this code has been reviewed and accepted by the city administrator. Failure to maintain and adhere to an approved erosion control plan during periods of extreme drought classification shall be deemed a violation and the fines and penalties under section 28.06.066 of this article shall apply.
- (b) Persons requesting that the city accept a fiscal deposit in lieu shall provide the city with written documentation from an entity that sells trees and landscaping the cost of purchasing and installing the trees and other landscaping required by this chapter.
- (c) If no cost for the installation of trees and landscaping required by this chapter is provided to the city, the city shall require 66 percent of the cost of the trees and landscaping to be paid 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 to the depositing property owner to implement tree and landscaping requirements within 30 days when the drought mitigation center determines that this region is no longer in an extreme drought condition or higher classification. 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 28.06.066 of this article shall apply.
- (e) Whenever necessary to enforce any provision of this article 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 article during an extreme drought classification for this region. 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.

Sec. 28.06.084. Seasonal Installation Bond/Escrow

- (a) Landscaping for any project should be installed at an appropriate time of year, to maximize the survivability of the material being planted. If construction activities are completed, save for the installation of trees, shrubs, ornamental ground covers, perennials, and annuals, from March 15 thru September 15, the Planning Department, 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 Planning Department 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 15 – Sept. 15 shall be deemed a violation and the fines and penalties under section 28.06.066 of the Code shall apply.
- (b) Upon the request that the City accept a fiscal deposit in lieu, owner/applicant 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 chapter 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 28.06.066 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.

Sec. 28.06.085. Oak Wilt Management

- (a) Trimming or cutting of any oak species is prohibited from the first day of February to the last day of July. Permission may be granted to any entity or property owner wishing to trim or cut an oak tree susceptible to oak wilt during the prohibited months, provided that the entity or property owner contracts with a licensed professional tree care or landscaping company. Trimming or cutting of trees are allowed during the prohibited months if done in response to damage caused by weather. Trimming or cutting can be done by the entity, property owner, or a licensed professional or landscape company. In the case of oak species, wounds must be painted with an acceptable wound dressing within 30 minutes from the time of cutting.
- (b) Contractors or individuals identified pruning any oak(s) without a demonstrated ability to seal all wounds greater than 0.75 inches within 30 minutes of the time of cutting will be required to cease all work until a wound sealant is onsite and utilized on the project.
- (c) It is an offense for a contractor or individual to prune any oak without sealing wounds with an acceptable wound dressing within 30 minutes of pruning.
- (d) Infected red oaks that die in late summer, fall or early winter should be cut down and burned when allowed, buried, or chipped soon after discovery to prevent fungal mats that may form on these trees the following spring.
- (e) Potential oak wilt investigations should be performed by a member of the Texas Forest Service, a Texas Oak Wilt Qualified (TOWQ) ISA certified arborist or the City Arborist. For information on oak wilt identification, spread and management reference www.texasoakwilt.org.
- (f) In the case of emergencies due to tree damage from weather events or other natural disaster the requirement for licensed professional tree care or landscaping company for review for trimming during prohibited months is not required if not available. In addition, painting within 30 minutes at the time of cutting is not required, but painting shall be done as soon as possible.

*DIVISION 5. STANDARDS -- COMMERCIAL AND SUBDIVISION INTERIOR LOT
LANDSCAPING*

Sec. 28.06.090. Scope and Applicability

This article Divisions 3, 4, and 5 – Commercial and Residential Subdivision Tree Preservation and Interior Lot Landscaping apply to all commercial property and residential subdivisions with five or more dwelling units within the incorporated municipal boundaries (i.e., city limits). for which site development plan or construction plan approval by the city is required under the city's Code of Ordinances. This article applies to actions taken after the date of enactment.

Sec. 28.06.091. Turf Grass Areas

- (a) Turf grass areas shall be planted in drought-tolerant species normally grown as permanent lawns in the City, including Zoysia, Bermuda, Buffalograss, Habiturf (combination of Buffalograss, Blue Grama, and Curly Mesquite) or other drought-tolerant turf grass varieties as approved by the City in consultation with Texas A&M Agrilife Extension. Saint Augustine grass is expressly prohibited.

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- (b) In residential home subdivisions, drought-tolerant turf grass areas shall be limited to a maximum of 50% of the total provided landscaped area, except that up to 75% of the areas can be drought-tolerant turf if solely supported by drip irrigation in lieu of spray irrigation. Areas that are approved for use for land application, septic area, or other type of wastewater application are not included in this calculation.
 - (c) In all other developments, drought-tolerant turf grass areas shall be limited to a maximum of 25% of the total provided landscaped area, except that up to 50% of the areas can be drought-tolerant turf if solely supported by drip irrigation in lieu of spray irrigation. Areas that are approved for use for land application, septic area, or other type of wastewater application are not included in this calculation.
 - (d) Drought-tolerant turf grass areas may be sodded, plugged, sprigged or seeded, except that solid sod shall be used in swales, other areas subject to erosion, or as required in a Water Quality Protection Zone Plan.
 - (e) Installation of sod dependent upon restrictions set by water utilities and drought stage restrictions. Section 28.06.084 should be followed in drought conditions for delay of installation of landscaping and trees as appropriate.

Sec. 28.06.092. Soils

New landscaped areas shall be prepared so as to achieve a soil depth of at least 6 inches for turf. A soil depth of 12 to 18 inches should be used for perennials and shrubs, and 18-24 inches for trees. The six-inch soil depth shall consist of at least 25% compost blended with soil.

Sec. 28.06.093. Xeriscape materials

Developers and homebuilders are encouraged to plant native, adapted, and non-invasive xeriscape plants and trees in addition to using other materials such as mulch and compost to promote use of water-wise landscaping.

ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION

***DIVISION 1. GENERALLY -INDIVIDUAL RESIDENTIAL LOTS AND SMALL PROJECT
LANDSCAPING AND TREE PRESERVATION***

Sec. 28.06.001. Title.

This article shall be commonly cited as the residential and commercial landscape ordinance.

Sec. 28.06.002. Purpose – Residential Tree Preservation.

- (a) Generally. The purpose of this article is to provide protection for Heritage and Legacy Trees in residential areas and for the preservation of native trees, 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 article is also to enhance the community's ecological, environmental, and aesthetic qualities.
- (b) Health, welfare, and 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.
- (c) Water conservation and drainage. The city experiences frequent droughts, due in part to a landscape characterized by thin-soiled rock formations; therefore, it is the purpose of this article to encourage the use of drought-resistant vegetation and landscaping that minimizes runoff and erosion.

Sec. 28.06.003. Scope and Applicability.

Divisions 1 and 2 – Residential Tree Preservation apply to all residential property that has been issued a certificate of occupancy or which has or will be occupied by owner or lessee and any residential property project where subdivision results in fewer than five dwelling units within the incorporated municipal boundaries (i.e., city limits). Divisions 3, 4, and 5 apply to any residential construction of five or more dwelling units that is part of a project covered by those divisions prior to the issuance of the certificate of occupancy or when the residential construction is first occupied by an owner or lessee. This article applies to actions taken after the date of enactment.

In addition, this article applies to all development requiring site plan approval subject to zoning requirements, including:

- (a) All residentially-zoned property for which a subdivision is accepted by the City after the effective date of this ordinance generating fewer than five dwelling units;
- (b) All properties going through redevelopment through extension, reconstruction, resurfacing, or structural alteration must come into compliance. Site plan approval shall be conditioned on compliance with this article.
- (c) Any grading, filling or clearing of land related to a project as limited above; and
- (d) Trenching or excavating that may damage or destroy protected trees as defined related to a project as limited above.

Sec. 28.06.004. Definitions.

- (a) Rules of interpretation . Words and phrases used in this article 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 Ordinances 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.

- (b) Specific definitions.

ANSI. The American National Standards Institute (ANSI) is a private, non-profit organization that administers and coordinates the U.S. voluntary standards and conformity assessment system.

Caliper inch. A unit of measure for tree size taken six inches above the ground level for field grown stock, and six inches above the soil line for container grown stock, and six inches above the root flare for bare root plants, up to and including the four-inch caliper size.

City administrator. The chief administrative officer of the city. The term shall also include ~~the~~ deputy city administrators.

City arborist. The employee or consultant designated by the city council as the city arborist.

City council. The governing body of the city.

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 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, as may be amended from time to time.

Commercial land use. All activities and operations except for one- and two-family residences occupied by individual(s) claiming the dwelling as their homestead.

Critical root zone. The circular area surrounding a tree trunk, established as a distance equal to one foot of radial distance for every inch of caliper size or tree DBH, whichever is appropriate.

Development. The construction or placement of any buildings, utilities, access, roads or other structures, excavation, mining, dredging, grading, filling, clearing or removing vegetation, or the deposit of refuse, waste or fill.

Development Review Committee. A group consisting of the city administrator or designee, the city engineer, building official, and the city planner.

DBH (diameter at breast height). The unit of measure for tree size once over four inch (4") caliper. DBH is 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.

Escrow. A deposit of a cash bond with the city in accordance with this article.

Extreme drought classification. A mandatory drought response issued by the local water supply jurisdiction outlining conditions that include limits to water available for landscape irrigation making it impractical to establish new landscaping by irrigation.

Hardwood. Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut, American Sycamore, Eastern Cottonwood, Red Mulberry, Osage Orange, and other designated hardwood trees.

Heritage tree. A protected tree having a trunk of 24.0" or greater caliper in inches measured at DBH or as further defined in Sec. 28.06.052.

Impervious cover. Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration. For further clarification on what is considered impervious cover, refer to the city's water quality protection ordinance (article 10.03).

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.

Legacy tree. A protected tree having a trunk of 12.0" -23.9" caliper in inches measured at DBH or as further defined in Sec. 28.06.052.

Natural area. An area where the naturally grown landscaping is left primarily undisturbed, except for the removal of poison ivy, greenbrier, 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.

Protected tree. Any of the following:

- (1) A hardwood tree having a trunk of eight inches in caliper or greater measured at DBH;
- (2) A multi-trunked hardwood tree having a total trunk DBH of 30 inches or more (not counting trunks less than eight inches in diameter); or
- (3) A cluster of hardwood trees within a ten-foot radius circle having a total trunk DBH of 40 inches or more (not counting trunks less than eight inches in diameter).

Residential Use. One- and two-family structures, occupied by individuals as their primary residence.

Responsible party. The owner/operator of the business on which the site development permit is being sought or where the protected tree or landscaping is required; the owner of the property upon which the tree is located or landscaping is required; the person who performs construction or landscaping on a lot, contracts with or directs a person to accomplish the construction.

Standard tree. A protected tree having a trunk of 8.0" -11.9" caliper in inches measured at DBH or as further defined in Sec. 28.06.052.

TCEQ. The state commission on environmental quality, or its successor agency.

Tree caliper. Caliper is the diameter of the trunk, measured at 6 inches above the soil line on the uphill side, and used for trees that measure 4" caliper or smaller. Over 4" caliper, trees are measured in DBH.

Sec. 28.06.005. Landscaping fund.

A fund is hereby created in which any cash-in-lieu paid to the city pursuant to the mandates of this article shall be deposited. The fund may be drawn upon by the city to implement landscaping improvements on city land and city controlled rights-of-way or to fund landscape project grants that serve a public city purpose.

Sec. 28.06.006. Damaging or removing trees.

No person shall damage or remove trees in violation of this article. "Damage" in this case includes, but is not limited to, altering or maintaining trees in a manner inconsistent with the standards published in American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" for trees protected by this ordinance. A violation of this section is an offense under section 28.06.007.

Sec. 28.06.007. Offense

- (a) A person who intentionally, knowingly, recklessly, or with criminal negligence violates, causes, allows or permits a violation of a section of this chapter designated as an offense

commits a misdemeanor punishable by a fine not exceeding \$2000.00. A person who otherwise violates a section of this chapter designated as an offense commits an offense punishable by a fine not to exceed \$500.

- (b) Each violation of this chapter designated as an offense constitutes a separate offense.
- (c) No culpable mental state is required to prove an offense under this chapter if the offense involves:
 - (1) removal or damage to trees in violation of this chapter including clearing, grubbing, or other heavy instruction over the critical root zone of a protected tree; or
 - (2) death of a protected tree outside of-but adjacent to-areas of disturbance by construction.
- (d) Violations:
 - (1) Section 28.06.006. Damaging or Removing Trees.
 - (2) Section 28.06.052. Tree Preservation.
 - (3) Section 28.06.056. Irrigation Requirements

Sec. 28.06.008. - Liability.

The provisions of this chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person that damages or removes any tree, from personal injury or property damage resulting from the damage or removal of the tree, or resulting from the negligence or willful acts of such person in the construction or maintenance of any property resulting in the damage or removal of a tree or the damage or removal of any tree, or from the damage caused by the failure to remediate oak wilt or planting of a prohibited tree. Nor shall it be construed as imposing upon the city or its officers, employees or agents any responsibility or liability by reason of the approval of any site development permit, subdivision, or construction under these provisions.

Sec. 28.06.009. - 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:

- (1) Injunctive relief to prevent specific conduct that violates the chapter or to require specific conduct that is necessary for compliance with the chapter, including remediation of oak wilt or protection of trees where such remediation or protection is required by this chapter at the expense of the responsible party;
- (2) A civil penalty up to \$1,000.00 a day when it is shown that the defendant was 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.

- (3) Any person violating any provision of this article is subject to a stop work order. Any violation of this article is hereby declared to be a nuisance. Any violation of this article may serve as grounds to withhold or delay issuance of other permits and revocation of a certificate of occupancy.

Secs. 28.06.010—28.06.050. Reserved.

*DIVISION 2. STANDARDS - INDIVIDUAL RESIDENTIAL LOTS AND SMALL PROJECT
LANDSCAPING AND TREE PRESERVATION*

Sec. 28.06.051. Maintenance requirements.

The owner shall be responsible for (unless otherwise specified herein):

- (1) Planting and maintaining trees in a manner which conforms to the American National Standards Institute (ANSI) A-300 “Standards for Tree Care Operations” and following all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.
- (2) 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.
- (3) Limitation of water due to drought restrictions placed by the City, Dripping Springs Water Supply Corporation, West Travis PUA, or any other water provider temporarily suspends the watering requirement in subsection (2).
- (4) A violation of this section is an offense under section 28.06.007.

Sec. 28.06.052. Tree preservation.

(a) Protected trees are defined as follows:

- (1) Protected Trees;
 - (A) Heritage Trees;
 - (B) Legacy Trees;
 - (C) Standard Trees.
- (2) Hardwood trees defined in Sec. 28.06.004 “Definitions”
- (3) The following species are considered protected trees with at least one (1) trunk being equal or greater than the respective size (DBH):
 - i. Ashe Juniper (*Juniperus ashei*) - eight (8) inch DBH;
 - ii. Huisache (*Acacia farnesiana*) - twelve (12) inch DBH;
 - iii. Mesquite (*Prosopis glandulosa*) - twelve (12) inch DBH;

- iv. Arizona Ash (*Fraxinus velutina* - twelve (12) inch DBH;
 - v. Hackberry (*Celtis* spp.) - twelve (12) inch DBH;
 - vi. Texas Persimmon (*Diospyros texana*) - five (5) inch DBH;
 - vii. Texas Redbud (var. *texensis*) - five (5) inch DBH;
 - viii. Texas Mountain Laurel (*Sophora secundiflora*) - five (5) inch DBH;
 - ix. Condalia (*Condalia hookeri*) - five (5) inch DBH;
 - x. Possum Haw (*Ilex decidua* - in floodplain only) - five (5) inch DBH;
 - xi. Hawthorne (*crataegus texana*) - five (5) inch.
- (4) Heritage Trees. A Heritage tree means a tree of twenty-four (24) inches or greater DBH for all tree species except the following species are Heritage with at least one (1) trunk being eight (8) inches or greater DBH (the value of the eight (8) inches or greater trunk is the value given to these small tree species):
- i. Texas Persimmon (*Diospyros texana*);
 - ii. Texas Redbud (var. *texensis*);
 - iii. Texas Mountain Laurel (*Sophora secundiflora*);
 - iv. Condalia (*Condalia hookeri*);
 - v. Possum Haw (*Ilex decidua* - in floodplain only);
 - vi. Hawthorne (*crataegus texana*).
- (5) Non-native Trees. Non-native invasive tree species are not protected. Non-native invasive tree species means the following tree species:
- i. Chinese Pistache (*Pistacia chinensis*);
 - ii. Chinaberry (*Melia azedarach*);
 - iii. Chinese Tallow (*Sapium sebiferum*);
 - iv. Tree of Heaven (*Ailanthus altissima*);
 - v. Salt Cedar (*Tamerix* species).
 - vi. Japanese Ligustrum (*Ligustrum japonicum*).
 - vii. Nandina (*Nandina domestica*);
 - viii. Paper Mulberry (*Broussonetia papyrifera*)
- (b) Minimum Tree Preservation Requirements
- (1) No Heritage or Legacy hardwood tree shall be removed from any property within the City of Dripping Springs without following the provisions as stated below except where exempted.
- (2) Tree Preservation by Land Use:

(A) A property owner may remove any tree, other than a Heritage or Legacy hardwood tree, on property owned where the removal is not due to a residential development resulting in five or more dwelling units or due to commercial, industrial, government, or multi-family development.

(B) All Heritage and Legacy hardwood trees on any lot shall be preserved unless the tree falls under an exception or a waiver to remove the tree is granted by the development review committee. Heritage and Legacy hardwood trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation.

(C) Tree preservation in Historic Districts shall comply with both this Chapter and the code and implementation manuals for the districts. When in conflict, the stricter requirement applies.

(3) All healthy Heritage, Standard, and Legacy trees shall be preserved in the Water Quality Protection Zones as defined in Article 22.05.

- (c) Healthy protected trees (as defined herein) that are Heritage or Legacy trees as defined that require removal to accommodate the development shall be replaced as directed herein. Trees identified as distressed by a Certified Texas Arborist shall not be included in tree preservation requirements evaluation.
- (d) Any activity that damages trees on adjacent lots is prohibited.
- (e) A violation of this section is an offense under section 28.06.007.

Sec. 28.06.053. Mitigation for Tree Removal.

- (a) Mitigation for all removed Heritage and Legacy hardwood trees not covered by an exception is required. For all removed Heritage and Legacy hardwood trees in accordance with tree preservation requirements or after a waiver is approved for removal in excess of the tree preservation requirements the inches (TC) required for mitigation will be determined by the development review committee in consultation with the City Arborist.
- (b) Protected trees which are removed shall be mitigated using any combination of the following:
 - (1) Preservation of existing trees >6 inches in DBH above minimum preservation requirements;
 - (2) Relocation of the removed tree onsite, mitigation is required for relocated trees if mortality occurs within 3-years of the relocation;
 - (3) Replacement by new protected tree species, or alternative native trees approved by the development review committee; and/or
 - (4) Payment of a fee in lieu of tree replacement.
 - (5) Mitigation cannot be accomplished by only using one of methods “1” thru “4” above. They must be used in combination.
- (c) The preservation of healthy Standard trees and Legacy non-hardwood trees on-site is encouraged and may be used as mitigation to offset the removal of Protected Heritage and Legacy hardwood trees. The mitigating trees may be of any protected tree species

with an aggregate TC in inches of the trees removed (1:1). Mitigating trees should be >6 inches in DBH, in good health, and clear of existing or proposed utility easements and overhead electric lines. Existing Heritage or Legacy hardwood trees cannot be used to mitigate for the loss of Heritage or Legacy hardwood trees.

- (d) Replacement trees may be of any protected tree species or alternative approved indigenous tree with an aggregate TC in inches of the trees removed with ratio of (3:1) for Heritage trees and (1.5:1) for Legacy hardwood trees.
- (e) Replacement trees shall be a minimum of two and a half caliper inches measured 6 inches from ground level and a minimum height of 8 feet when planted.
- (f) When possible, replacement trees shall be planted on the same lot according to an approved Tree Preservation Plan. Replacement trees may be planted on another lot if approved by the Development Review Committee.
- (g) Fee in lieu of replacement:
 - (i) If all or a portion of the required replacement trees will not be planted on-site or on a site approved by the development review committee, payment of a fee in lieu of replacement shall be made, which shall be deposited into the City’s Landscaping Fund. The fee shall be determined as follows in the Table below;

Table Mitigation methods for tree removal

Tree Classification	Tree Diameter Removed (DBH)	Tree Planting: Aggregate TC in inches of trees removed	Mitigation Fee per inch (TC) of tree removed
Heritage	24.0” or greater or as listed herein	3:1	\$200
Legacy (hardwood)	12.0” – 23.9” or as listed herein	1.5:1	\$100

* If it is necessary to convert diameter or caliper to TC when purchasing replacement trees, the cost shall be calculated as: $TC = \text{diameter (in)} \times 3.1415$, where TC is total circumference (in).

Sec. 28.06.054. Exceptions.

Exceptions: The following shall be exempt from the Tree Preservation requirements for Heritage and Legacy hardwood trees of Section 28.06.052:

- (a) Lots on which buildings were constructed prior to the adoption of this ordinance and

subsequently damaged by fire, explosion, flood, tornado, riot, act of the public enemy, or accident of any kind, provided a Building Permit is issued for restoration within 12 months after the damage occurs and additional square footage is not proposed.

- (b) Hazardous, diseased, dead, or dying trees as determined by a tree survey and a letter from a certified Texas Arborist.
- (c) Trees causing physical damage to existing structures, drainageways, utility systems or facilities in the public right of way as determined by the city engineer or their designee.
- (d) Protected trees damaged or destroyed by floods, fire, wind or other natural causes.
- (e) Trees identified by a certified arborist as distressed shall not be included in tree preservation requirements evaluation.

Sec. 28.06.055. Oak Wilt Management

- (a) Trimming or cutting of any oak species is prohibited from the first day of February to the last day of July. Permission may be granted to any person wishing to trim or cut an oak tree susceptible to oak wilt during the prohibited months, provided that the person agrees to comply with this section as it relates to painting wounds. Trimming or cutting of trees are allowed during the prohibited months if done in response to damage caused by weather. Trimming or cutting can be done by the entity, property owner, or a licensed professional or landscape company. In the case of oak species, wounds must be painted with an acceptable wound dressing within 30 minutes from the time of cutting.
- (b) Contractors or individuals identified pruning any oak(s) without a demonstrated ability to seal all wounds greater than 0.75 inches within 30 minutes of the time of cutting will be required to cease all work until a wound sealant is onsite and utilized on the project.
- (c) Infected red oaks that die in late summer, fall or early winter should be cut down and burned when allowed, buried, or chipped soon after discovery to prevent fungal mats that may form on these trees the following spring.
- (d) Potential oak wilt investigations should be performed by a member of the Texas Forest Service, a Texas Oak Wilt Qualified (TOWQ) ISA certified arborist or the City Arborist. For information on oak wilt identification, spread and management reference www.texasoakwilt.org.
- (d) In the case of emergencies due to tree damage from weather events or other natural disaster the requirement for licensed professional tree care or landscaping company for review for trimming during prohibited months is not required if not available. In addition, painting within 30 minutes at the time of cutting is not required, but painting shall be done as soon as possible.

Sec. 28.06.056 Irrigation Requirements

- (a) Watering landscaping by hose-end sprinklers or permanently installed automatic sprinkler systems between 10 a.m. and 7 p.m. is prohibited.
- (b) Watering by hand-held hose, drip irrigation, or soaker hose is allowed at any time. No more than three hours per day maximum is allowed.

-
- (c) Watering or irrigating of any landscaping in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, parking area, street, alley, gutter, or ditch is prohibited.
 - (d) All restrictions herein are in addition to any restrictions placed by a utility provider including the Dripping Springs Water Supply Corporation, the West Travis County PUA, or the City of Dripping Springs.
 - (e) A small project that is a subdivision of four or less units that uses drip irrigation in all open, park, and common areas will receive a credit of fifty percent (50%) of water reuse fees in Section 22.06.007 – Development requirements.

Street Trees, Turf, and Interior Lot Landscaping:

Street Trees that have to be planted in large Residential Subdivisions and Commercial Projects:

Zoning	No. of Required Trees
SF-1	2
SF-2	2
SF-3	1
SF-4	2
SF-5	1 per unit
MF	Follow Nonresidential Street Tree Requirements 28.06.071(b)
MH	1

Nonresidential street tree requirements . At least one required tree, shall be planted adjacent to or near the street right-of-way for each 25 feet, or fraction thereof, of linear street frontage. Trees shall be planted between the street right-of-way and any horizontal and vertical improvements. The required number of trees need not be placed uniformly, but may be clustered in groups.

Irrigation Requirements

- Watering allowed between 10 a.m. to 7 p.m. for all properties with hose end sprinklers or automatic sprinklers
- Drip and hand held hose can be done at any time, but not more than three hours per day.
- Water cannot flow or runoff off onto impervious cover such as sidewalks and roadways.
- 50% discount on water reuse fees for all subdivision projects small or large if all open spaces, parks, and common areas irrigated with drip irrigation.
- All water supplier rules apply in addition to these rules.

Turf Grasses for Commercial and Large Subdivision Projects

- Grass must be Zoysia, Bermuda, Buffalograss, or Habiturf
- St. Augustine is expressly prohibited

ZOYSIA	BERMUDA	BUFFALO GRASS	HABITURF	ST. AUGUSTINE
				

- Large Residential Projects are limited to 50% of total provided landscaped area being drought-tolerant grass areas unless drip irrigation is used and then up to 75% is allowed
- Commercial and Multi-Family Projects are limited to 25% of total provided landscaped area being drought-tolerant grass areas unless drip irrigation used and then up to 50% is allowed.

Landscaping Resources

Dripping Springs WSC: <https://drippingspringswater.com/drought-contingency>

West Travis County PUA: <https://wtcpua.org/drought-contingency>

Texas A&M Agrilife Extension: <https://agrilifeextension.tamu.edu/assets/environment-natural-resources/water/water-conservation/>

Types of Trees:

Heritage Trees:

- 100% have to be protected during construction of larger residential subdivisions and all commercial projects
- Can be removed if dead or diseased
- Residents and small projects may only remove with waiver from the City

Legacy Trees (hardwood):

- 100% of hardwood Legacy Trees have to be protected during construction of larger residential subdivisions and all commercial projects
- Can be removed if dead or diseased
- Residents and small projects may only remove with waiver from the City

Standard Trees:

- Commercial, Industrial, and Multi-family
 - 100% of Heritage and hardwood Legacy trees must be protected
 - A minimum of 40% of Standard and non-hardwood Legacy trees must be protected
- Residential – A minimum of 35% of Standard and non-hardwood Legacy Trees, exclusive of Heritage and hardwood Legacy trees, including clusters
- Dead or diseased trees not included towards removed trees
- Residents and small projects may remove any standard tree

Non-Native/Unprotected Trees

- Can be removed during construction or by residents

All protected trees will be preserved:

- Water Quality Zones (as defined by ordinance)
- Steep Slopes (as defined by ordinance)

Protected Trees	Tree	Heritage Size	Legacy Size	Standard Size	Notes
	Ashe Juniper	24 inch	8 inch	6 inch	Golden Cheek Warbler
	Huisache (Acacia farnesiana)	24 inch	12 inch	8 inch	
	Mesquite (Prosopis glandulosa)	24 inch	12 inch	8 inch	

	<p>Arizona Ash (Fraxinus velutina)</p>	<p>24 inch</p>	<p>12 inch</p>	<p>8 inch</p>	
	<p>Hackberry (Celtis spp.)</p>	<p>24 inch</p>	<p>12 inch</p>	<p>8 inch</p>	
	<p>Texas Persimmon (Diospyros texana)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	

	<p>Texas Redbud (var. texensis)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	
	<p>Texas Mountain Laurel (Sophora secundiflora)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	
	<p>Condalia (Condalia hookeri)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	
	<p>Possum Haw (Ilex decidua)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	<p>In floodplain only</p>

	Hawthorne (rataegus texana)	12 inch	5 inch	3 inch	
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Including All Hardwood Trees including: Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut, and other designated hardwood trees.

Protected Tree	Tree	Heritage	Legacy	Standard	Notes
	Hardwood Trees	24"	12"	8"	

Non-Native Trees – Not Protected

<p>Chinese Pistache (<i>Pistacia chinensis</i>)</p>	
<p>Chinaberry (<i>Melia azedarach</i>)</p>	
<p>Chinese Tallow (<i>Sapium sebiferum</i>)</p>	
<p>Tree of Heaven (<i>Ailanthus altissima</i>)</p>	

<p>Salt Cedar (Tamerix species)</p>	 A photograph of a Salt Cedar tree (Tamerix species) in bloom. The tree has green, feathery foliage and clusters of small, light pink flowers. It is set against a background of a clear blue sky and distant mountains. A small black label with the text "UGA1624020" is visible in the bottom right corner of the image.	
<p>Japanese Ligustrum (ligustrum japonicum)</p>	 A photograph of a Japanese Ligustrum bush (ligustrum japonicum) in full bloom. The bush is covered in dense, bright green leaves and numerous small, white, star-shaped flowers. The background is slightly blurred, showing more greenery.	
<p>Nandina (nandina domestica)</p>	 A photograph of a Nandina shrub (nandina domestica) planted along a concrete sidewalk. The shrub has dense, green foliage with some reddish-brown flowers or seed pods visible. In the background, a grey metal fence and a building are partially visible.	

<p><u>Paper Mulberry (Broussonetia papyrifera)</u></p>	
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Tree Resources

Texas A&M Forest Service: <http://texastreeid.tamu.edu/content/listOfTrees/>

Oak Wilt: <https://texasoakwilt.org/>

CITY OF DRIPPING SPRINGS

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REPLACING ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION ORDINANCE; ESTABLISHING REGULATIONS FOR DEVELOPMENT AND THE PRESERVATION OF TREES, AND LANDSCAPING THAT IS COHESIVE WITH THE HILL COUNTRY ENVIRONMENT; PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; CRIMINAL PENALTIES; AND, SEVERABILITY

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality, including its extraterritorial jurisdiction where trees and water sources are preserved; and

WHEREAS, the City Council finds that removing all or most of trees on any lot is not beneficial to the hill country environment; and

WHEREAS, the City Council finds that regulating the type of grass and landscaping and types of irrigation helps preserve the hill country landscape and water resources; and

WHEREAS, the City Council has determined that reasonable rules and regulations governing subdivision plats for tree preservation and landscaping are necessary to maintain water quality, protect the region’s livability, preserve property values, and reinforce Dripping Springs’ status as the Gateway to the Hill Country; 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 212 of the Texas Local Government Code, the City has the authority to adopt rules governing plats and subdivisions of land; and

WHEREAS, the City has determined that amending its ordinance related to subdivisions is required by state law; 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 an ordinance regulating the tree preservation and landscaping.

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

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

Article 28.06, Landscaping and Tree Preservation Ordinance of the City of Dripping Springs Code of Ordinances is repealed and replaced to read in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

Article 28.06 and 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 as listed below:

- (a) Ninety (90) days after date of publication:
 - (1) Sections 28.06.079 – .081 Tree Preservation
 - (2) Division 5. Standards – Commercial and Subdivision Interior Lot Landscaping
- (b) Thirty (30) days after date of publication:
 - (1) All other sections in the ordinance.

7. 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, 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 _____ day of _____, 2023, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Mayor

ATTEST:

Andrea Cunningham, City Secretary



Rick Broun General Manager

Board of Directors:

William Jackson, President

Travis Crow, Vice President

Rex Miller, Secretary/Treasurer

Mark Key, Director

Charlie Busbey, Director

Ms. Laura Mueller and City Council Members
511 Mercer Street
Dripping Springs, Texas 78620

November 30, 2023

RE: Landscape Ordinances

Dear Ms. Mueller and City Council Members:

Dripping Springs Water Supply Corporation ("DSWSC") appreciates the City Council and staff's efforts to collaborate with us on the recently proposed amendments to the City's landscape ordinance. DSWSC supports the proposed amendments.

As you are aware, our region experiences varying periods of flood and drought. Current extreme drought conditions bring water conservation to the forefront of conversations in Dripping Springs and across central Texas. Conservation is best achieved when governing authorities work in concert with affected parties. All this to say, we appreciate the City Council and staff's desire to collaborate with DSWSC to preserve nature's most precious resource, water.

Thank you for the opportunity to express our support for the proposed amendments to the landscape ordinance.

Respectfully,

Rick Broun

Rick Broun

DSWSC

www.drippingspringswater.com

512-858-7897

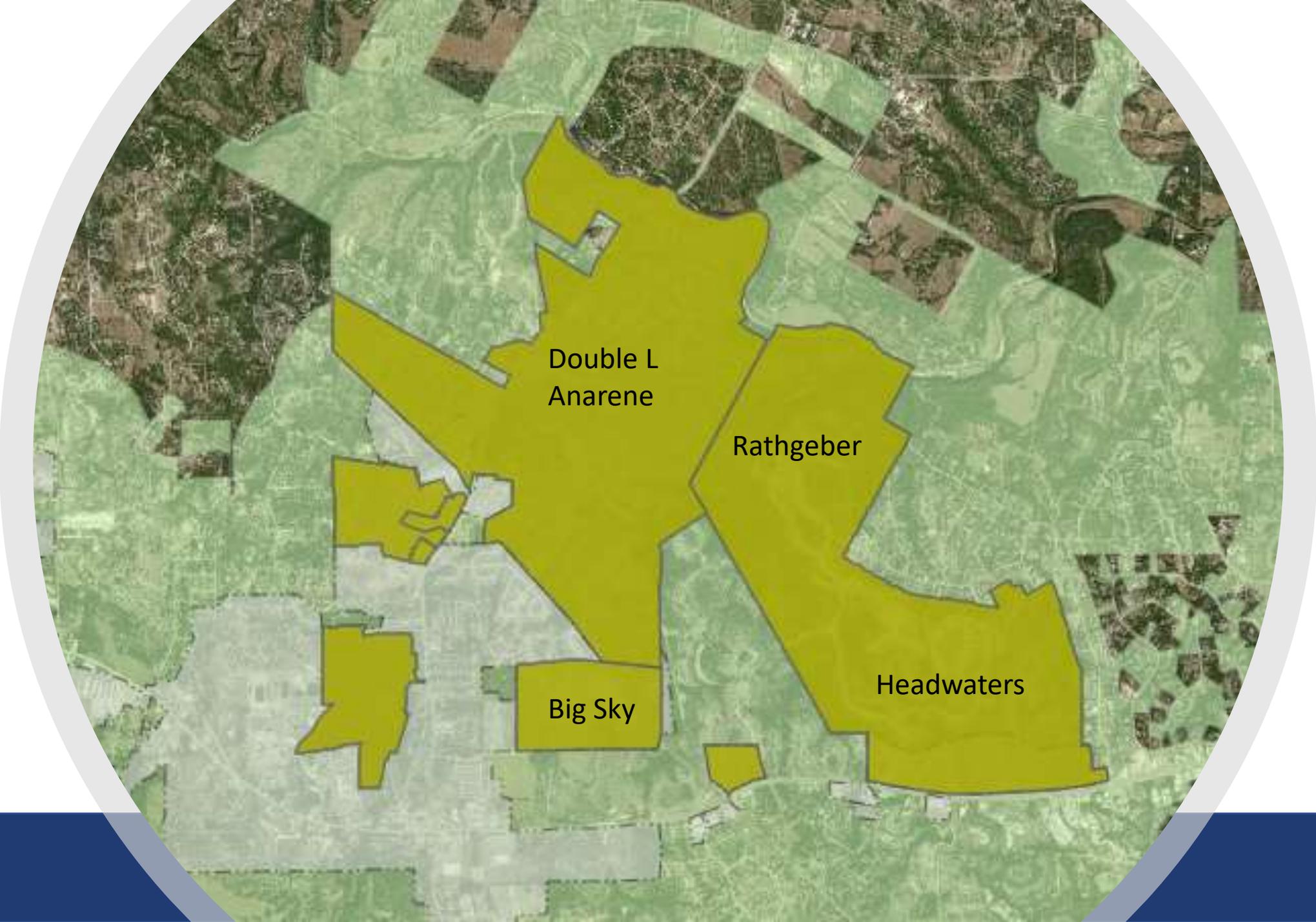


DRIPPING SPRINGS
Texas

Anarene Transportation

December 5, 2023

Laura Mueller, City Attorney



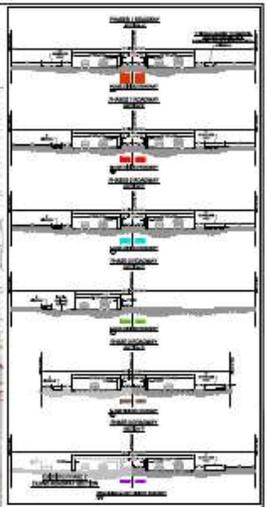
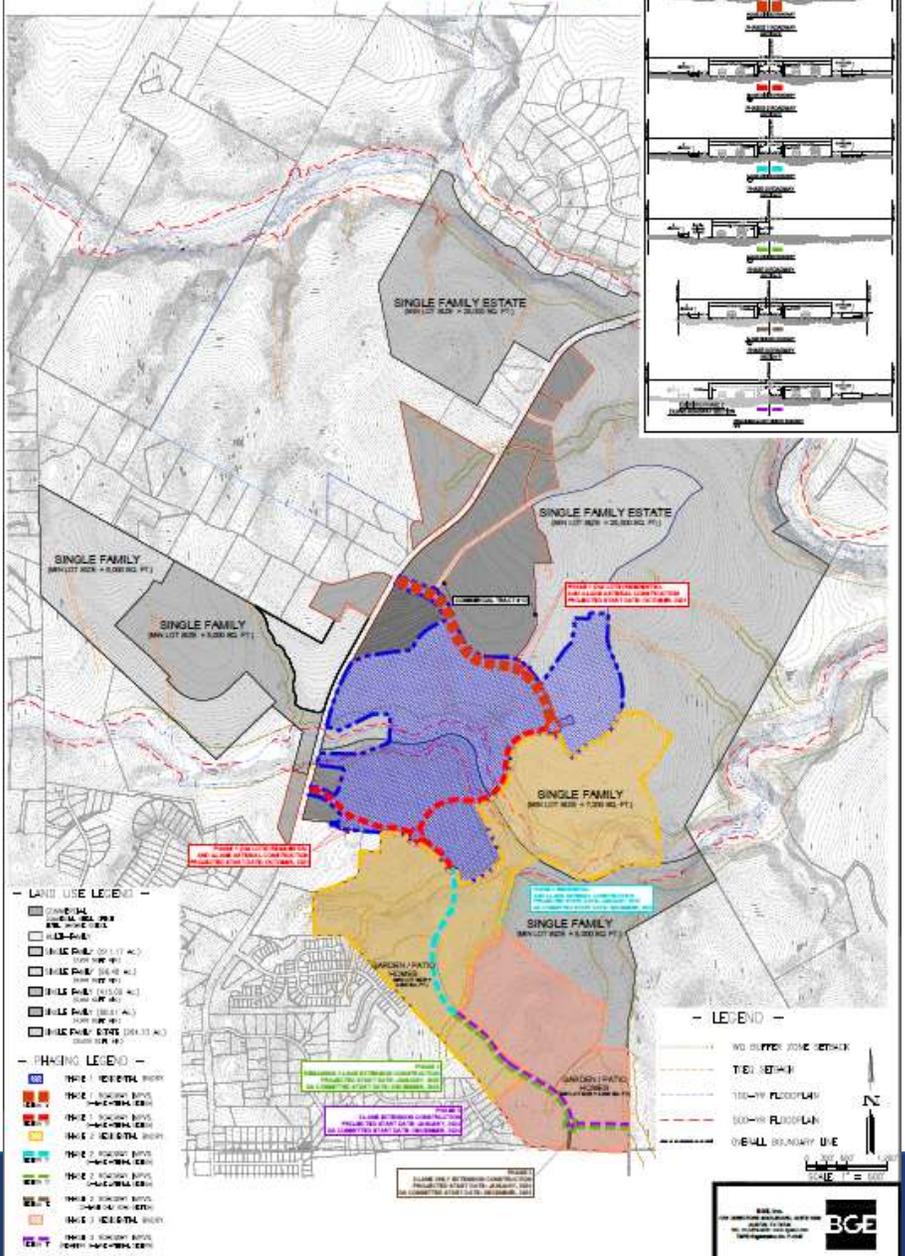
Anarene/ Double LL

- Amended DA
- 1677 acres
- 2,222 residences
 - 2222 single family units
 - 250 senior living units
- Commercial Acreage -200 acres including Senior Living Multifamily and School
- Garden Homes to Estate Lots
- ETJ MUD

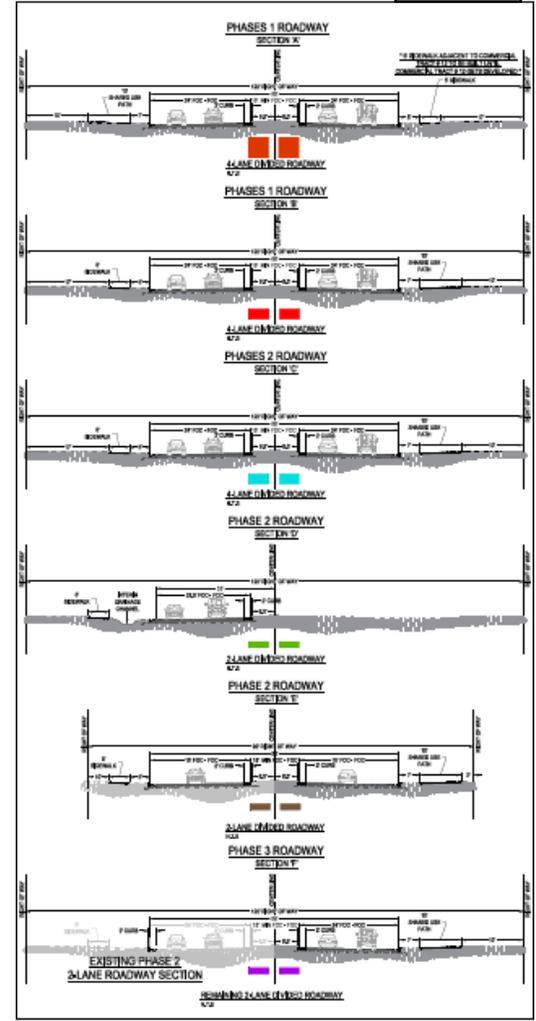
RESIDENTIAL LOT COUNT TABLE

TYPE	EAST TRACT	WEST TRACT	TOTAL
33	37		37
30	97		97
41			

DOUBLE 'L' CONCEPTUAL MASTER PLAN (A TREND DEVELOPMENT, INC. COMMUNITY)



- Construction of a four-lane major arterial between RM 12 and US 290, phased with development.
- Construction of a traffic signal at the northernmost access on RM 12.
- Construction of right-turn lanes on RM 12 at the two primary access points with Phase 1 of the development.
- The Traffic Impact Analysis has been approved for Phase 1.
- Additional off-site and on-site transportation improvements will be required as identified with completion of a full Traffic Impact Analysis ***including left lanes for access to the development.***





STAFF RECOMMENDATION

Currently:

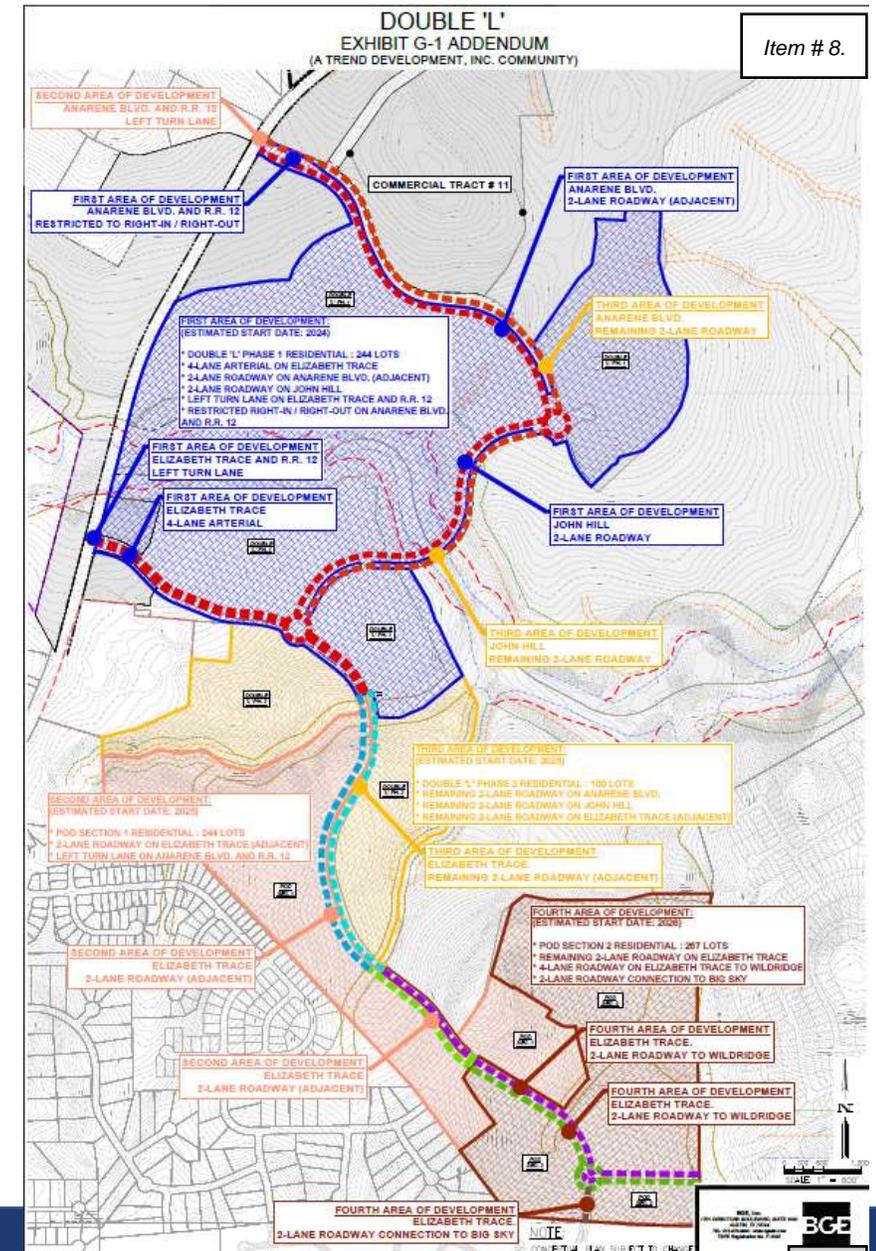
First Phase of development has been platted and is in the construction plan phase. Construction plans are being reviewed but cannot be finalized until this road phasing is approved.

Recommend Postponement of Roadway Phasing Agreement:

1. Provides phasing of roadways but with the same or earlier dates of completion.
2. Provides right of way dedication in the case that the connection to Wild Ridge is delayed.
3. Provides clear order of construction based on number of units.

Next Steps:

1. City Attorney will finalize agreement with Anarene/Double L team.
2. Agreement brought back to City Council on December 19, 2023.
3. If approved, construction plans will be finalized and project will move forward.



QUESTIONS



DRIPPING SPRINGS
Texas

ROAD AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

This Road Agreement (this “Agreement”) is entered into between the City of Dripping Springs (the “City”) and Double L Development, LLC, a Texas limited liability company (the “Developer”). The City and the Developer are collectively referred to as the “Parties.”

RECITALS

The City, Developer, and Landowners (as defined in the Development Agreement) entered into that certain Amended and Restated Development Agreement for Anarene Investments Tract dated October 29, 2021 (the “Development Agreement”).

The City and Developer desire to enter this Agreement to express the Parties’ intent and understanding, as set forth herein, regarding construction of the roads shown on Exhibit G of the Development Agreement.

The Parties intend for Exhibit G-1 Addendum attached hereto to define the means and methods for construction of the roads shown on Exhibit G of the Development Agreement, pursuant to the terms of the Development Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the City and Developer hereby agree as follows:

1.1 Road Improvements.

- A) The Developer will construct, or cause to be constructed, the road improvements set forth in **Exhibit A** and illustrated in **Exhibit G-1 Addendum** attached hereto, at the time of developing the corresponding areas of development, all as set forth in **Exhibit A** and **Exhibit G-1 Addendum**.
- B) Upon City approval of the plans for Double L Phase 1, the City agrees (i) to issue the subdivision construction permit for Double L Phase 1 and (ii) that construction of improvements to serve Double L Phase 1 may proceed with the temporary drive permits issued by the Texas Department of Transportation (“TxDOT”). Provided, however, paving may not proceed until a TxDOT donation agreement(s) required by TxDOT for Double L Phase 1 Improvements per currently approved phase 1 Traffic Impact Analysis and Exhibit G-1 Addendum for First Area of Development has been executed by the Developer.

- 1.2 Traffic Impact Analysis.** The Developer shall cause to be constructed road improvements, including signalization, required by the Traffic Impact Analysis (“TIA”) to be completed for development beyond Phase 1 of the project in accordance with the Development Agreement.
- 1.3 Right-of-Way.** The Developer agrees to provide the right-of-way necessary to construct the remaining arterial extending from the four-lane arterial constructed in the first area of development to the connection to Big Sky (which connection to Big Sky is 2 lanes) and Wildridge (the “Road Extension”), as shown generally on Exhibit G-1 Addendum, in accordance with this Section 1.3. Prior to recording a final plat for the Second Area of Development illustrated on Exhibit G-1 Addendum, Developer agrees to convey or cause to be conveyed, fee title to the land on which the Road Extension is anticipated to be constructed (“Anticipated ROW”) by special warranty deed to Hays County Municipal Utility District No. 7A (the “District”). In the event the applicable portion of the Road Extension has not commenced in accordance with the dates set forth in the Development Agreement, the City may request that the District grant a right of way easement (the “Easement”) to the City or County over such Anticipated ROW. In such event, the City shall submit a written request to the District to grant the Easement, along with evidence of available funds to be expended by the City and/or County to construct the Road Extension (“Proof of Funds”). Following receipt of the written request and Proof of Funds, the District will grant the Easement to the City or County, as requested, which Easement will be temporary and automatically terminate and be of no further force and effect upon the earlier to occur of (a) the recordation of a separate instrument conveying property to the County for public right-of-way purposes as part of the final alignment of the applicable portion of the Road Extension, or (b) the date upon which a plat (or replat) is recorded that dedicates property for public right-of-way purposes for the applicable portion of the Road Extension. The District’s obligation to grant the Easement to the City or County, as set forth in this Section, shall terminate upon commencement of construction of the Road Extension.

CITY OF DRIPPING SPRINGS, TEXAS

By: _____
Bill Foulds, Jr., Mayor

ATTEST:

By: _____
City Secretary

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

By: _____
David A. Cannon, Manager

Exhibit A

EXHIBIT G-1 ADDENDUM

DOUBLE L ROADWAY PHASING

Roadway Phasing	Start Date Per Development Agreement	Exhibit G-1 Addendum Anticipated Start Dates	Exhibit G-1 Addendum Area of Development
Phase 1 Road			
4 Lanes on Elizabeth Trace	February 2024*	2024	First
2-Lanes on John Hill	February 2024*	2024	First
Remaining 2-Lane John Hill	February 2024*	2025	Third
2-Lanes on Anarene	February 2024*	2024	First
Remaining 2-Lane Anarene Blvd	February 2024*	2025	Third
Left Turn Lane on Elizabeth Trace and RR 12	N/A	2024	First
Restricted Right-In/Right-Out on Anarene Blvd and RR 12	N/A	2024	First
Left Turn Lane on Anarene Blvd and RR 12	N/A	2025	Second
Phase 2 Road			
2-Lane Elizabeth Trace Extension	April 2027**	2026	Second
Remaining 2-Lane Elizabeth Trace Extension	April 2027**	2026	Third
2-Lane Elizabeth Trace Extension to Wildridge Development	April 2027**	2026	Fourth
2-Lane Elizabeth Trace Extension to Big Sky	April 2027**	2026	Fourth
Phase 3 Road			
Remaining 2-Lane Elizabeth Extension to Wildridge Development	April 2028**	2026	Fourth

*Assuming 12/19/23 City Council approval of wholesale water agreement for Double L

** Assuming (i) 12/19/23 City Council approval of wholesale water agreement for Double L and (ii) 6/1/24 start of construction of 4 lane-Southern Offsite Road

CLOSING AGREEMENT

THIS CLOSING AGREEMENT (this “**Agreement**”) is entered into to be effective as of December 5, 2023 (the “**Effective Date**”), by and between the CITY OF DRIPPING SPRINGS, Texas, a Texas General Law municipal corporation situated in Hays County (the “**City**”) on the one hand, and CF CSLK CARTER LLC, a Delaware limited liability company; SIEPIELA DEVELOPMENT CORPORATION, a Texas Corporation; and CF CSLK CALITERRA, LLC, a Delaware limited liability company, DEVELOPMENT SOLUTIONS CAT, a Delaware limited liability company (“**Property Owners**”), on the other hand.

RECITALS:

The City and the Property Owners have negotiated seven (7) easements for the purpose of constructing and operating a public wastewater and water utility facilities for the placement, construction, installation, replacement, repair, and operation and maintenance of public wastewater pipelines, public water pipelines, and related utility appurtenances and access for making connections thereto more particularly described in Exhibit A-1 through A-7 attached hereto and incorporated herein (the “**West Interceptor Line Easements**”).

The City and Property Owners have negotiated three (3) easements for the purpose of constructing and operating a treated effluent wastewater line from RR12 to the discharge point for TCEQ TPDES Permit No. WQ00144088003, which are more particularly described in Exhibit B-1 through B-3 attached hereto and incorporated herein (the “**TE Easements**”).

The closing of the West Interceptor Line Easements and the TE Easements is contemplated to occur on or before **December 22, 2023** (the “**Closing**”) and the parties hereto desire to enter into this Agreement to facilitate the Closing and delineate and memorialize certain covenants and agreements from among the Parties to this Agreement that shall survive the Closing, as more particularly set forth herein.

NOW THEREFORE, in consideration of foregoing recitals and mutual promises and agreements herein contained, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **City Payment of Outstanding Project Costs.** Two calendar days prior to the Closing, the City covenants and agrees to provide certified funds in the amount of Six Hundred Seventy Thousand Four Hundred Sixty Four Dollars and 62/100 (\$670,464.62) (“**Project Costs**”) to Corridor Title (the “**Title Company**”). The Parties agree that the Project Costs shall held in escrow by the Title Company until Closing at which time the Title Company shall distribute the Project Costs as directed by the Property Owners. The Parties mutually agree and covenant that the Project Costs represents the City’s remaining

obligation to the Property Owners with respect to the relevant development agreement (the “**Project**”) and the disbursement of the Project Costs to the Property Owners at the Closing fully satisfies the City’s obligation to the Property Owners with respect to the Project.

2. **West Interceptor Line and Self Help Rights.** The City covenants and agrees that it will initiate the construction of the West Interceptor Line associated with the West Interceptor Line Easements on or before **December 1, 2025** (the “**West Interceptor Line Construction Deadline**”). In the event the City fails to initiate such construction on or before the West Interceptor Line Construction Deadline, the Property Owners have the right, but not the obligation, to commence and complete such construction and the City shall reimburse the Property Owners for all actual demonstrated costs related to such construction within fifteen (15) days of presentment of paid invoices demonstrating actual construction costs.

3. **City Payment of Easement Compensation.** The Parties mutually agree and covenant that the easement compensation is fully satisfied by the City’s agreement and compliance with this Agreement and that the City’s obligation to provide compensation to the Property Owners for the Easements is fully satisfied by the City’s entry into and compliance with this Agreement.

4. **Delivery of Executed West Interceptor Line Easements and TE Easements.** Two calendar days prior to the Closing, Property Owners covenant and agree to provide to the Title Company to hold in escrow until the Closing the fully executed the West Interceptor Line Easements and TE Easements for recording in the Hays County property records by the Title Company. To the extent that any additional documents need to be executed to effect the West Interceptor Line Easements or TE Easements, Property Owners covenant and agree to provide any such documents to the extent that they are able (this covenant and agreement survive Closing).

5. **Property Owners Payment of City Invoices.** The Property Owners covenant and agree to provide certified funds in the amount of Sixty-Seven Thousand Seven Hundred Eighty-Eight and 29/100 dollars (\$67,788.29) to the City at Closing as payment for the invoices and billings identified at (the “City Invoice Payment”) **Exhibit C**. At Closing, in order to satisfy the Property Owner’s obligation to pay the City the funds Identified at Exhibit C, the Settlement Statement shall include a credit to the City and a debit to the Property Owners for the amount of the funds identified at Exhibit C and such amount shall be deducted from the total amount owed by the City to the Property Owners on the Settlement Statement at Closing. The Parties mutually agree and covenant that the City Invoice Payment made in compliance with this paragraph fully satisfies the Property Owners’ obligation to the City with respect to all invoices issued as of March 24, 2023.

6. **Miscellaneous.**

a. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect

any of the other provisions hereof or the application thereof to any other person, and the same shall remain in full force and effect.

b. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. In the event of any conflict between the terms of this Agreement and any other agreement between or among the Parties, the terms of this Agreement will control.

c. This Agreement may be amended by, and only by, a written agreement signed by all the Parties. The Parties are the only intended beneficiaries of this Agreement. It is acknowledged that any Party to this Agreement, either individually or jointly, shall have the right to specifically enforce, enjoin or sue another party for any default under this Agreement and to exercise any legal remedy available at law or in equity to enforce the terms of this Agreement. Each party may consider, approve or disapprove any proposed amendment to this Agreement in its sole and absolute discretion without regard to reasonableness or timeliness. Time is of the essence with respect to all of the provisions of this Agreement.

d. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any party of any default under this Agreement shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.

e. The terms of this Agreement and the provisions hereof shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns; provided however, the Property Owners shall not be deemed to have assigned their rights under the Easements unless the Property Owner executes and records in the Official Public Records of Hayes County, Texas an instrument referencing the recording the Easements at Exhibit A.

f. This Agreement may be executed in counterparts and delivered electronically.

g. Any notice or communication including any required documents or instruments required or permitted hereunder shall be in writing and shall be deemed to be delivered, (i) whether actually received or not, two (2) days after deposit in the United States mail, postage fully prepaid, registered or certified mail, addressed to the intended recipient at the address below, (ii) when received via local hand courier service, or (iii) the

next business day after deposit by the sender with a national service such as Federal Express or Airborne. Any address for notice may be changed by written notice so given.

If to City:

The City of Dripping Springs
City Secretary
P.O. Box 384
Dripping Springs, Texas 78620

With a copy to:

The AL Law Group
12400 Highway 71 West
Suite 350-150
Austin TX 78738

If to Property Owners:

CF CSLK CARTER, LLC
Attn:
Gregory L. Rich
12222 Merit Drive, Suite 1020
Dallas, TX 75251
972-960-2777 (O) Ext-103
972-960-2660 (F)
grich@siepiela.com

With a copy to:

Stephen Wark
CF CSLK Carter LLC
Fortress Investment Group
1345 Ave of the Americas, 45th Fl
New York, NY 10105
p: 212 478-4189
c: 973 449-2544
swark@fortress.com

Tonya L. Meier
GRAY REED
1601 Elm Street, Suite 4600
Dallas, TX 75201
tmeier@grayreed.com

CF CSLK CALITERRA, LLC
Attn:
Gregory L. Rich
12222 Merit Drive, Suite 1020
Dallas, TX 75251
972-960-2777 (O) Ext-103
972-960-2660 (F)
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New York, NY 10105
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Tonya L. Meier
GRAY REED
1601 Elm Street, Suite 4600
Dallas, TX 75201
tmeier@grayreed.com

Siepiela Development Corporation
Attn:
Gregory L. Rich
12222 Merit Drive, Suite 1020
Dallas, TX 75251
972-960-2777 (O) Ext-103
972-960-2660 (F)
grich@siepiela.com

Tonya L. Meier
GRAY REED
1601 Elm Street, Suite 4600
Dallas, TX 75201
tmeier@grayreed.com

Development Solutions CAT, LLC
Attn:
Gregory L. Rich
12222 Merit Drive, Suite 1020
Dallas, TX 75251
972-960-2777 (O) Ext-103
972-960-2660 (F)
grich@siepiela.com

Tonya L. Meier
GRAY REED
1601 Elm Street, Suite 4600
Dallas, TX 75201
tmeier@grayreed.com

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the Effective Date.

CITY:

**City of Dripping Springs, Texas,
a Texas General Law municipal corporation**

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me the ____ day of _____,
2023, by _____.

Notary Public, State of Texas

PROPERTY OWNERS:

CF CSLK CARTER, LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me the ____ day of _____, 2023, by _____, Authorized Signatory of _____, a Delaware limited liability company, on behalf of said company.

Notary Public, State of Texas

CF CSLK CALITERRA, LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me the ____ day of _____, 2023, by _____, Authorized Signatory of _____, a Delaware limited liability company, on behalf of said company.

Notary Public, State of Texas

Siepiela Development Corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____

§

§

This instrument was acknowledged before me the ____ day of _____, 2023, by _____, Authorized Signatory of Siepiela Development Corporation, a Texas corporation, on behalf of said company.

Notary Public, State of Texas

Development Solutions CAT, LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____

§

§

This instrument was acknowledged before me the ____ day of _____, 2023, by _____, Authorized Signatory of Development Solutions CAT, LLC, a Delaware limited liability company, on behalf of said company.

Notary Public, State of Texas

Exhibit A
[Attached]

Exhibit A-1

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.

WATER, WASTEWATER AND ACCESS EASEMENT
(CORPORATE)

Date:

Grantor: **SIEPIELA DEVELOPMENT CORPORATION**, a Texas corporation

Grantor's Address: 12222 Merit Drive, Suite 1020
Dallas, Texas 75251

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 0.044 acre, more or less, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract 2A, 2B").

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained.

GRANT OF EASEMENT:

SIEPIELA DEVELOPMENT CORPORATION, a Texas corporation ("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 subject to the Reservations and Additional Terms set forth below, 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 or any part thereof by, though, or under Grantor, but not otherwise.

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 wastewater and/or water utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public wastewater or water pipelines and related appurtenances, or making connections thereto, as well as permanent culverts crossing the creek to provide access for maintenance purposes, and temporary and permanent access roads and facilities ("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 ("Easement Purpose").

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.

All mineral interests in the Easement, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however,

that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals in the Easement but will be permitted to extract the minerals from and under the Easement by directional drilling or other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose; and

All groundwater rights in and to the Easement, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of groundwater from the Easement but will be permitted to extract the groundwater from and under the Easement by directional drilling or other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose.

ADDITIONAL TERMS:

The Easement and Grantee's use thereof shall be subject to the following additional terms and conditions ("Additional Terms"):

(1) For initial construction of the Facilities, Grantee shall require its construction contractor to make good faith efforts to provide notice to Grantor at least 48 hours prior to the start of construction, and Grantee shall use commercially reasonable efforts to coordinate the performance of such work with Grantor and to schedule such work at times that will not materially and adversely affect Grantor's ability to access and use the remainder of Grantor's property including Grantor's other property.

(2) For maintenance and scheduled repairs to the Facilities, Grantee shall make a good faith effort to contact Grantor prior to entering the Easement. No prior notice is required of Grantee to enter the easement for emergency repairs of the Facilities or when access to the Easement is necessary for compliance with any federal or state regulation, permit, order, or other legal requirement.

(3) Upon completion of initial construction of the Project and future construction within the Easement Tract, Grantee shall remove all construction debris and 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 the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and Grantee will restore the ground surface of the Easement as nearly as practicable to the vegetation, contour and condition which existed immediately prior to the commencement of such construction and repair in a good and workmanlike manner to a good or better condition as the condition which existed immediately prior to the commencement of such construction any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by Grantee.

(4) Prior to the start of construction of the Project, Grantee agrees to install all barriers required by the Federal or State agency and the issued permit(s) to prevent loss of disturbed soil, and may install temporary access roads and drainage facilities needed for access.

(5) All notices required or permitted to be given under this Water and Wastewater Easement shall be considered sufficiently given if delivered by (a) hand, courier or overnight delivery service to the physical address listed below, (b) certified or registered mail, return receipt requested to the mailing addresses listed below, or (b) by telephone to the phone numbers listed below:

If to Grantor:

Physical Address:

SIEPIELA DEVELOPMENT CORPORATION

Attn: Gregory L. Rich
 12222 Merit Drive, Suite 1020
 Dallas, TX 75251
 972-960-2777 (O) Ext-103
 972-960-2660 (F)
griech@siepiela.com:

If to Grantee:

The City of Dripping Springs

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

Notice shall be effective upon the other party's receipt of the notice. Either party may specify a different address for delivery of notices by written notice to the physical addresses specified above or as changed by notice over time,.

(6) This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, or that may be visibly apparent on the surface of the Easement Tract ("Prior Encumbrances"). Grantee agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from Grantee's exercise of any of their rights under this Easement that affects any right or property of any grantee or beneficiary under any of the Prior Encumbrances.

(7) BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE EASEMENT HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF GRANTOR'S PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY THEIR INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS SELLING THE EASEMENT WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED ON OR ARISING WITH RESPECT TO ANY SUCH VIOLATION OF ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARISING PRIOR TO GRANTEE'S PURCHASE OF THE EASEMENT TRACT ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

(8) GRANTOR WILL NOT BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OF REPAIR OF ANY IMPROVEMENTS WITHIN THE EASEMENT. GRANTEE WILL BE RESPONSIBLE THROUGH ITS AGENTS, CONTRACTORS AND EMPLOYEES AND RELATED CONTRACTS FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, AND REPAIR OF ALL IMPROVEMENTS WITHIN THE EASEMENT, AND ANY DAMAGES RESULTING FROM THE ACTIVITIES OF GRANTEE HEREUNDER OR GRANTEE'S USE OF THE EASEMENT, OR ANY OTHER PORTION OF GRANTOR'S PROPERTY BY GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, OR INVITEES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND,

AND HOLD THE GRANTOR PARTIES HARMLESS FROM ANY CLAIMS, COSTS, DAMAGES, EXPENSES, AND LEGAL FEES OR COSTS ASSOCIATED WITH ANY OF THE FOREGOING, SUBJECT TO AND INCORPORATING INDEMINIFICATION AND INSURANCE REQUIREMENTS BETWEEN GRANTEE AND ITS AGENTS AND CONTRACTORS. NOTHING CONTAINED IN THIS INSTRUMENT WILL EVER BE CONSTRUED TO PLACE UPON GRANTOR ANY MANNER OF LIABILITY FOR INJURY TO OR DEATH OF PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR IN ANY MANNER CONNECTED WITH THE ACTS, CONDUCT, OR NEGLIGENCE OF GRANTEE, OR THEIR CONTRACTORS, IN THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF ANY IMPROVEMENT WITHIN THE EASEMENT.

(9) Grantee covenants and agrees that, in conducting its operations on Grantor's Property, Grantee shall comply with all applicable laws, statutes, rules, and regulations. In the event of any leak, spill or release of any hazardous substances caused by or arising from Grantee's operation of the improvements ("Contamination"), Grantee shall take immediate action to stop such Contamination and to clean up and remediate any affected soil, groundwater or other areas in accordance with applicable laws, statutes, rules and regulations. Without limiting any of Grantor's rights or Grantee's obligations set forth elsewhere in this instrument, to the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, actions, judgements, fines, or other proceedings relating to a Contamination action initiated against the Grantor Parties by any third party or government agency, and shall also promptly reimburse any costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Grantor to defend or resolve such proceedings, except to the extent such Contamination was caused by the negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors, customers, or invitees. The indemnity provision herein shall survive the termination of this instrument, provided the obligation arose prior to such termination.

INSURANCE:

(1) Grantee shall maintain policies of commercial general liability and automobile liability insurance as agreed with Grantor.

(2) Upon request, Grantee shall furnish to Grantor certificates evidencing the insurance described, which insurance shall be issued by companies qualified and authorized to do business within the State of Texas and which shall name Grantor as an additional named insured.

Any use of the Easement or any other portion of Grantor's property by Grantee and any construction shall be done in compliance with applicable law.

[Signatures Next Page]

In witness whereof, this instrument is executed this ___ day of _____, 20__.

GRANTOR:

SIEPIELA DEVELOPMENT CORPORATION,
a Texas corporation

By: _____

Title: _____

STATE OF TEXAS

§

CORPORATE ACKNOWLEDGMENT

§

COUNTY OF HAYS

§

This instrument was acknowledged before me, the undersigned authority, this _____ day of _____, 20____, by _____, on behalf of said **SIEPIELA DEVELOPMENT CORPORATION**, a Texas corporation.

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



SAM, LLC
 4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735
 Ofc 512.447.0575 Fax 512.326.3029
 info@sam.biz www.sam.biz TBPLS # 10064300

Parcel 2
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Parcel 2A: 0.04 Acre (1,888 Square Foot)
Variable Width Water, Wastewater & Permanent Access Easement
Parcel 2B: 0.004 Acre (174 Square Foot)
Variable Width Water, Wastewater & Permanent Access Easement
Parcel 2C: 0.114 Acre (4,966 Square Foot)
Variable Width Permanent Access Easement

Parcel 2A:

BEING A 0.04 ACRE, VARIABLE WIDTH WATER, WASTEWATER & PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.04 ACRE WATER, WASTEWATER & ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. . and Document Number 09815804 O.P.R.H.C.TX., for the northwest corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 516, O.P.R.H.C.TX., same being the northeast corner of said 9.999 acre tract and this Water, Wastewater & Access Easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

THENCE S 17°55'19" W, departing said centerline, with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of 30.98 feet, to a point. From said point, a magnall in rockbed found at a corner of said 9.999 acre tract, bears S 17°55'19" W, 8.24 feet;

THENCE S 50°13'56" W, departing said common line, over and across said 9.999 acre tract, a distance of 13.51 feet, to a point on said common line;

THENCE with said common line, the following two (2) courses and distances:

- 1) S 84°09'30" W, a distance of 45.76 feet, to a point, and
- 2) S 36°43'56" W, a distance of 83.32 feet, for the south corner of this Water, Wastewater & Access Easement, said point being the beginning of a curve to the right;

THENCE departing said common line, over and across said 9.999 acre tract, the following two (2) courses and distances:



- 1) With said curve to the right, an arc distance of 106.42 feet, through a central angle $24^{\circ}19'33''$, having a radius of 250.65 feet, and a chord that bears $N 37^{\circ}08'53'' E$, a distance of 105.62 feet, to a point, and
- 2) $N 50^{\circ}13'56'' E$, a distance of 47.30 feet, to a point on the centerline of said Creek Road, for the northwest corner of this Water, Wastewater & Access Easement;

THENCE $S 72^{\circ}05'53'' E$, with said centerline, a distance of 15.91 feet, to the **POINT OF BEGINNING** and containing 0.04 acre, more or less.

PARCEL 2B:

BEING A 0.004 ACRE, VARIABLE WIDTH WATER, WASTEWATER & PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.004 ACRE WATER, WASTEWATER & ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with an orange cap stamped "CMA5911" found, for an interior ell corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 520, O.P.R.H.C.TX., for the southeast corner of said 9.999 acre tract;

THENCE $N 14^{\circ}05'33'' E$, with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of 256.07 feet to a point, for the **POINT OF BEGINNING** and the south corner of this Water, Wastewater & Access Easement, said point being the beginning of a curve to the right;

THENCE departing said common line, over and across said 9.999 acre tract, with said curve to the right, an arc distance of 80.66 feet, through a central angle $18^{\circ}26'19''$, having a radius of 250.65 feet, and a chord that bears $N 14^{\circ}05'33'' E$, a distance of 80.31 feet, to a point on the said common line, for the north corner of this Water, Wastewater & Access Easement, from said point, a magnail with a washer found bears $N 60^{\circ}23'21'' E$, 178.00 feet;

THENCE $S 14^{\circ}05'33'' W$, with said common line, a distance of 80.31 feet to the **POINT OF BEGINNING** and containing 0.004 acre, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.



PARCEL 2C:

BEING A 0.114 ACRE, VARIABLE WIDTH PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.114 ACRE PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northwest corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 516, O.P.R.H.C.TX., same being the northeast corner of said 9.999 acre tract and this Permanent Access Easement;

THENCE S 17°55'19" W, departing said centerline, with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of feet, 18.31 to the **POINT OF BEGINNING**;

THENCE S 17°55'19" W, continuing along said common line, a distance of 10.81 feet the north southeasterly corner of said easement, from said point, a magnail in rockbed found at a corner of said 9.999 acre tract, bears S 17°55'19" W, 8.24 feet;

THENCE leaving said common line, over and across said 9.999 acre tract, the following three (3) courses and distances:

- 1) S 87°07'37" W, a distance of 27.61 feet, to the beginning of a curve to the left, and
- 2) With said curve to the left, an arc distance of 46.06 feet, through a central angle 52°47'09", having a radius of 50.00 feet, and a chord that bears S 60°44'02" W, a distance of 44.45 feet, to a point, and
- 3) South 34°20'28" West, a distance of 74.36 feet to an angle point on said common line;

THENCE along said common line, South 14°05'33" West, a distance of 105.34 feet to a point on said common line;

THENCE leaving said common line, over and across said 9.999 acre tract the following seven (7) courses and distances:

- 1) North 55°37'33" W, a distance of 21.40 feet, to a point, and
- 2) North 05°44'12" East, a distance of 27.31 feet to a point, and
- 3) North 12°44'48" East, a distance of 54.30 feet to the beginning of a curve to the right, and



- 4) With said curve to the right, an arc distance of 21.55 feet, through a central angle 24°41'48", having a radius of 50.00 feet, and a chord that bears North 25°05'42" East, a distance of 21.39 feet, to a point, and
- 5) North 37°26'36" East, a distance of 80.06 feet to the beginning of a curve to the right, and
- 6) With said curve to the right, an arc distance of 43.36 feet, through a central angle 49°41'01", having a radius of 50.00 feet, and a chord that bears North 62°17'07" East, a distance of 42.01 feet to a point, and
- 7) North 87°07'37" East, a distance of 45.34 feet to the **POINT OF BEGINNING** and containing 0.114 acre (4,977 Square Feet), more or less.

This easement description is accompanied by separate plats of even date.

Bearing Basis:

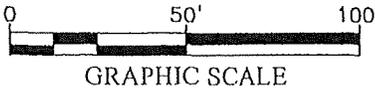
All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by multiplying by a combined factor of 0.9999870. Units: U.S. Survey Feet.

Neil Hines



Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

Date: *21 November 2022*



PLAT OF WATER, WASTEWATER & ACCESS EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS

PARCEL 2A & 2B
HAYS COUNTY, TEXAS



BENJAMIN F. HANNA SURVEY
NO. 28, ABSTRACT 222

CREEK ROAD
30' ROADWAY R.O.W.
DEDICATION TO HAYS CO.
VOL. 18, PG. 167
O.P.R.H.C.TX.
DOC. NO. 09815804
O.P.R.H.C.TX.

DOYLE M. FELLERS
AND CLAIREEN FELLERS
REMAINDER OF LOT 3
CYPRESS FORK RANCH SUBDIVISION
BK. 8, PG. 167
P.R.H.C.TX.
VACATED IN
INSTRUMENT NO. 20020847
O.P.R.H.C.TX.

CALLED CENTERLINE OF
COUNTY ROAD (CREEK ROAD)

PARCEL 2A
WATER, WASTEWATER &
PERMANENT ACCESS
EASEMENT
0.04 AC.

PARCEL 2C
PROPOSED PERMANENT
ACCESS EASEMENT
SEE SHEET 7 of 8

DS TEN ACRE, LLC
CALLED 9.999 ACRES
VOL. 5310, PG. 510
O.P.R.H.C.TX.

TEMPORARY
CONSTRUCTION EASEMENT
0.30 AC.

PARCEL 2B
WATER, WASTEWATER &
PERMANENT ACCESS
EASEMENT
0.004 AC.

DEVELOPMENT SOLUTIONS
CARTER, LLC
CALLED 196.483 ACRES
VOL. 5310, PG. 516
O.P.R.H.C.TX.

MICHAEL VAN PFULLMAN
CALLED 3.50 ACRES
VOL. 4776, PG. 578
O.P.R.H.C.TX.

LIMESTONE DRIPPING SPRINGS, LLC
A CALLED 453.709 ACRE TRACT
VOL. 4438, PG. 870
D.R.H.C.TX.

CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232
DATE: 1/03/2020
SCALE: 1:50
SURVEYOR: HINES
TECHNICIAN: HILER
DRAWING: 2_DS_TEN
TRACT ID: 2_DS_TEN

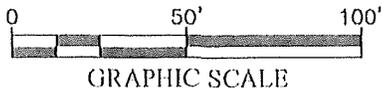


4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER, WASTEWATER
& ACCESS EASEMENT

SHEET 5
OF 8

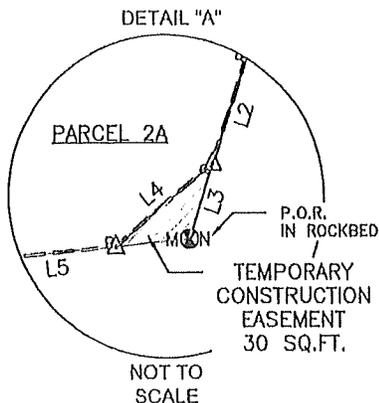


PARCEL 2A & 2B
HAYS COUNTY, TEXAS

PLAT OF WATER, WASTEWATER &
ACCESS EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N11°19'23"E	30.17'
L2	S17°55'19"W	30.98'
L3	S17°55'19"W	8.24'
L4	S50°13'56"W	13.51'
L5	S84°09'30"W	45.76'
L6	N50°13'56"E	47.30'
L7	S72°05'53"E	15.91'



- LEGEND**
- PL ——— PARCEL LIMITS
 - 3 ----- APPROXIMATE SURVEY LINE
 - ADJOINER PROPERTY
 - FLYTIE
 - FENCE
 - EDGE OF ROAD
 - IRON ROD FOUND (AS NOTED)
 - △ CALCULATED POINT
 - ⊙ M⊙N MAG NAIL FOUND
 - D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
 - P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
 - O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - P.O.R. POINT OF REFERENCE
 - P.O.C. POINT OF COMMENCEMENT
 - [] PERMANENT EASEMENT
 - [/ /] TEMPORARY CONSTRUCTION EASEMENT
 - [X X X] PERMANENT ACCESS EASEMENT

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	024°19'33"	250.65'	106.42'	N37°08'53"E	105.62'
C2	018°26'19"	250.65'	80.66'	N14°05'33"E	80.31'

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-2533-CR, EFFECTIVE DATE: SEPTEMBER 23, 2022, ISSUED OCTOBER 19, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

Neil Hines 21 November 2022

 NEIL HINES DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5642 - STATE OF TEXAS



CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232
DATE: 11/03/2020
SCALE: 1"=80'
SURVEYOR: NEIL HINES
TECHNICIAN: JILLER
DRAWING: 2-DS-TEN
TRACT: 1016-2-DS-TEN



4801 Southwest Parkway
 Building Two, Suite 100
 Austin Texas, 78735
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 Fax: 512.326.3020
 email: Info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER, WASTEWATER
& ACCESS EASEMENT

SHEET 6
OF 8



PLAT OF WATER, WASTEWATER & ACCESS EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS

PARCEL 2C
HAYS COUNTY, TEXAS



*BENJAMIN F. MANNA SURVEY
NO. 28, ABSTRACT 222*

CREEK ROAD
30' ROADWAY R.O.W.
DEDICATION TO HAYS CO.
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REMAINDER OF LOT 3
CYPRESS FORK RANCH SUBDIVISION
BK. 8, PG. 167
P.R.H.C.TX.
VACATED IN
INSTRUMENT NO. 20020847
O.P.R.H.C.TX.

CALLLED CENTERLINE OF
COUNTY ROAD (CREEK ROAD)

EXISTING R.O.W.

PARCEL 2A
WATER, WASTEWATER
& ACCESS EASEMENT
(0.04 AC.)

TEMPORARY CONSTRUCTION
EASEMENT (0.30 AC.)

DS TEN ACRES, LLC
CALLED 9.999 ACRES
VOL. 5310, PG. 510
O.P.R.H.C.TX.

PARCEL 2C
PERMANENT
ACCESS EASEMENT
(0.114 AC.)

PARCEL 2B
WATER, WASTEWATER &
PERMANENT ACCESS
EASEMENT
(0.004 AC.)

MICHAEL VAN PFULLMAN
CALLED 3.50 ACRES
VOL. 4776, PG. 578
O.P.R.H.C.TX.

TEMPORARY CONSTRUCTION
EASEMENT (0.30 AC.)

DEVELOPMENT SOLUTIONS
CARTER, LLC
CALLED 196.483 ACRES
VOL. 5310, PG. 516
O.P.R.H.C.TX.

LIMESTONE DRIPPING SPRINGS, LLC
A CALLED 453.709 ACRE TRACT
VOL. 4438, PG. 870
O.R.H.C.TX.

P.O.R.
1/2" W/ORANGE CAP
"CMA5911"

PROPOSED 30'
WATER & WASTEWATER
EASEMENT

CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232
DATE: 5/14/2020
SCALE: 1/50
SURVEYOR: HINES
TECHNICIAN: EVANS
DRAWING: 2_DS_TEN
TRACT: 2_DS_TEN

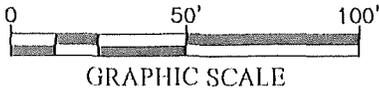


4801 Southwest Parkway
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PROJECT: WATER, WASTEWATER
& ACCESS EASEMENT

SHEET 7
OF 8

Texas Firm Registration No. 10064300



PARCEL 2C
HAYS COUNTY, TEXAS

PLAT OF WATER, WASTEWATER &
ACCESS EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S17°55'19"W	18.31'
L2	S17°55'19"W	10.81'
L3	S87°07'37"W	27.61'
L4	S34°20'28"W	74.36'
L5	S14°05'33"W	105.90'
L6	N55°37'33"W	21.40'
L7	N05°44'12"E	27.31'
L8	N12°44'48"E	54.30'
L9	N37°26'36"E	80.06'
L10	N87°07'37"E	45.34'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	052°47'09"	50.00'	46.06'	S60°44'02"W	44.45'
C2	024°41'48"	50.00'	21.55'	N25°05'42"E	21.39'
C3	049°41'01"	50.00'	43.36'	N62°17'07"E	42.01'

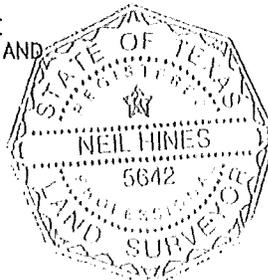
LEGEND

- R ——— PARCEL LIMITS
- L ——— APPROXIMATE SURVEY LINE
- ADJOINER PROPERTY
- FLYTIE
- FENCE
- EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
- ▲ CALCULATED POINT
- ⊙ MAG NAIL FOUND
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- [] PERMANENT EASEMENT
- [/] TEMPORARY CONSTRUCTION EASEMENT
- [X] PERMANENT ACCESS EASEMENT

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-2533-CR, EFFECTIVE DATE: SEPTEMBER 23, 2022, ISSUED OCTOBER 19, 2022. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

Neil Hines 21 November 2022
 NEIL HINES DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5642 - STATE OF TEXAS



CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232
DATE: 11/21/2020
SCALE: 1"=50'
SURVEYOR: NEIL HINES
TECHNICIAN: P. EVANS
DRAWING: P-2_DS_TEN
TRACT: DP-2_DS_TEN



4801 Southwest Parkway
 Building Two, Suite 100
 Austin Texas, 78735
 Ofc: 512.447.0575
 Fax: 512.326.3020
 email: Info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER, WASTEWATER & ACCESS EASEMENT

SHEET 8
OF 8

Exhibit A-2

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.

ACCESS EASEMENT
(CORPORATE)

Date: _____

Grantor: **SIEPIELA DEVELOPMENT CORPORATION**, a Texas corporation

Grantor's Address: 12222 Merit Drive, Suite 1020
Dallas, Texas 75251

Grantee: **CITY OF DRIPPING SPRINGS, TEXAS**, a Texas General Law municipal corporation situated in Hays County

Grantee's Address: P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property: An exclusive easement and right-of-way ("Easement") in, upon, over, along, through and across the parcel of real property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract 2C").

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained.

GRANT OF EASEMENT:

SIEPIELA DEVELOPMENT CORPORATION, a Texas corporation ("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, 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, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, though, or under Grantor, but not otherwise.

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 to provide access to public wastewater and water utility facilities for placement, construction, installation, replacement, repair, and operation and maintenance of public wastewater pipelines, public water pipelines, and related utility appurtenances, and access for making connections thereto.

DURATION OF EASEMENT:

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's heirs, legal representatives, successors and assigns, to warrant and forever defend the Easement unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming.

GRANTOR USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any purpose and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Purpose of Easement. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures located within the Easement Tract, without Grantor recourse, to the extent such acts are necessary to prevent interference with the operation or repairs to Grantee's facilities or Easement Purpose within the Easement Tract.

RESERVATIONS:

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself, its successors and assigns, all of the following (the "Reservations"):

(1) Grantor hereby retains, reserves, and shall continue to enjoy all mineral interests in the Easement, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose.

(2) Grantor hereby retains all groundwater rights in and to the Easement, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose.

ADDITIONAL TERMS:

The Easement and Grantee's use thereof shall be subject to the following additional terms and conditions ("Additional Terms");

(1) For initial construction of the Facilities, Grantee shall require its construction contractor to provide notice to Grantor at least 48 hours prior to the start of construction, and Grantee shall use commercially reasonable efforts to coordinate the performance of such work with Grantor and to schedule such work at times that will not materially and adversely affect Grantor's ability to access and use the remainder of Grantor's property including Grantor's other property.

(2) For maintenance and scheduled repairs to the Facilities, Grantee shall contact Grantor prior to entering the Easement. No prior notice is required of Grantee to enter the easement for emergency repairs of the Facilities or when access to the Easement is necessary for compliance with any municipal, federal or state regulation, permit, order, or other legal requirement.

Upon completion of initial construction of the Project and future construction within the Easement Tract, Grantee shall remove all construction debris and 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 Grantee's facilities; revegetate disturbed vegetated areas; and restore roadway surfaces to the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and Grantee will restore the ground surface of the Easement as nearly as practicable to the vegetation, contour and condition which existed immediately prior to the commencement of such construction and repair in a good and workmanlike manner to a good or better condition as the condition which existed immediately prior to the commencement of such construction any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by Grantee or use within the Easement Tract.

(3) Prior to the start of construction of the Project, Grantee agrees to install all barriers required by any municipal, federal or state agency (and timely obtain permit(s) from such entities) to prevent loss of disturbed soil, and Grantor may require Grantee to install temporary access roads and drainage facilities needed for access.

(4) All notices required or permitted to be given under this Easement shall be considered sufficiently given if delivered by (a) hand, courier or overnight delivery service to the physical address listed below, (b) certified or registered mail, return receipt requested to the mailing addresses listed below, or (b) by telephone to the phone numbers listed below:

If to Grantor:

SIEPIELA DEVELOPMENT CORPORATION

Attn: Gregory L. Rich
 12222 Merit Drive, Suite 1020
 Dallas, TX 75251
 972-960-2777 (O) Ext-103
 972-960-2660 (F)
grich@siepiela.com

If to Grantee:

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

Notice shall be effective upon the other party's receipt of the notice. Either party may specify a different address for delivery of notices by written notice to the physical addresses specified above or as changed by notice over time.

(5) This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, or that may be visibly apparent on the surface of the Easement Tract ("Prior Encumbrances"). Grantee agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from Grantee's exercise of any of their rights under this Easement that affects any right or property of any grantee or beneficiary under any of the Prior Encumbrances.

(6) BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE EASEMENT HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT

HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF GRANTOR'S PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY THEIR INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS SELLING THE EASEMENT WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED ON OR ARISING WITH RESPECT TO ANY SUCH VIOLATION OF ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARISING PRIOR TO GRANTEE'S PURCHASE OF THE EASEMENT TRACT ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

(7) GRANTOR WILL NOT BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OF REPAIR OF ANY IMPROVEMENTS WITHIN THE EASEMENT. GRANTEE WILL BE RESPONSIBLE THROUGH ITS AGENTS, CONTRACTORS AND EMPLOYEES AND RELATED CONTRACTS FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, AND REPAIR OF ALL IMPROVEMENTS WITHIN THE EASEMENT, AND ANY DAMAGES RESULTING FROM THE ACTIVITIES OF GRANTEE HEREUNDER OR GRANTEE'S USE OF THE EASEMENT, OR ANY OTHER PORTION OF GRANTOR'S PROPERTY BY GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, OR INVITEES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE GRANTOR PARTIES HARMLESS FROM ANY CLAIMS, COSTS, DAMAGES, EXPENSES, AND LEGAL FEES OR COSTS ASSOCIATED WITH ANY OF THE FOREGOING, SUBJECT TO AND INCORPORATING INDEMINIFICATION AND INSURANCE REQUIREMENTS BETWEEN GRANTEE AND ITS AGENTS AND CONSTRUCTORS. NOTHING CONTAINED IN THIS INSTRUMENT WILL EVER BE CONSTRUED TO PLACE UPON GRANTOR ANY MANNER OF LIABILITY FOR INJURY TO OR DEATH OF PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR IN ANY MANNER CONNECTED WITH THE ACTS, CONDUCT, OR NEGLIGENCE OF GRANTEE, OR THEIR CONTRACTORS, IN THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF ANY IMPROVEMENT WITHIN THE EASEMENT.

(8) Grantee covenants and agrees that, in conducting its operations on Grantor's Property, Grantee shall comply with all applicable laws, statutes, rules, and regulations. In the

event of any leak, spill or release of any hazardous substances caused by or arising from Grantee's operation of the improvements ("Contamination"), Grantee shall take immediate action to stop such Contamination and to clean up and remediate any affected soil, groundwater or other areas in accordance with applicable laws, statutes, rules and regulations. Without limiting any of Grantor's rights or Grantee's obligations set forth elsewhere in this instrument, to the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, actions, judgments, fines, or other proceedings relating to a Contamination action initiated against the Grantor Parties by any third party or government agency, and shall also promptly reimburse any costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Grantor to defend or resolve such proceedings, except to the extent such Contamination was caused by the negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors, customers, or invitees. The indemnity provision herein shall survive the termination of this instrument, provided the obligation arose prior to such termination.

INSURANCE:

(1) Grantee shall maintain policies of commercial general liability and automobile liability insurance as agreed with Grantor.

(2) Upon request, Grantee shall furnish to Grantor certificates evidencing the insurance described, which insurance shall be issued by companies qualified and authorized to do business within the State of Texas and which shall name Grantor as an additional named insured.

Any use of the Easement or any other portion of Grantor's property by Grantee and any construction shall be done in compliance with applicable law.

[Signatures Next Page]

In witness whereof, this instrument is executed this ___ day of _____, 20__.

GRANTOR:

SIEPIELA DEVELOPMENT CORPORATION,
a Texas corporation

By: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this ___ day of _____, 20__, by _____, on behalf of said **SIEPIELA DEVELOPMENT CORPORATION**, a Texas corporation.

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



SAM, LLC
 4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735
 Ofc 512.447.0575 Fax 512.326.3029
 info@sam.biz www.sam.biz TBPLS # 10064300

Parcel 2
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Parcel 2A: 0.04 Acre (1,888 Square Foot)
Variable Width Water, Wastewater & Permanent Access Easement
Parcel 2B: 0.004 Acre (174 Square Foot)
Variable Width Water, Wastewater & Permanent Access Easement
Parcel 2C: 0.114 Acre (4,966 Square Foot)
Variable Width Permanent Access Easement

Parcel 2A:

BEING A 0.04 ACRE, VARIABLE WIDTH WATER, WASTEWATER & PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.04 ACRE WATER, WASTEWATER & ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. . and Document Number 09815804 O.P.R.H.C.TX., for the northwest corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 516, O.P.R.H.C.TX., same being the northeast corner of said 9.999 acre tract and this Water, Wastewater & Access Easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

THENCE S 17°55'19" W, departing said centerline, with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of 30.98 feet, to a point. From said point, a magnail in rockbed found at a corner of said 9.999 acre tract, bears S 17°55'19" W, 8.24 feet;

THENCE S 50°13'56" W, departing said common line, over and across said 9.999 acre tract, a distance of 13.51 feet, to a point on said common line;

THENCE with said common line, the following two (2) courses and distances:

- 1) S 84°09'30" W, a distance of 45.76 feet, to a point, and
- 2) S 36°43'56" W, a distance of 83.32 feet, for the south corner of this Water, Wastewater & Access Easement, said point being the beginning of a curve to the right;

THENCE departing said common line, over and across said 9.999 acre tract, the following two (2) courses and distances:



- 1) With said curve to the right, an arc distance of 106.42 feet, through a central angle $24^{\circ}19'33''$, having a radius of 250.65 feet, and a chord that bears $N 37^{\circ}08'53'' E$, a distance of 105.62 feet, to a point, and
- 2) $N 50^{\circ}13'56'' E$, a distance of 47.30 feet, to a point on the centerline of said Creek Road, for the northwest corner of this Water, Wastewater & Access Easement;

THENCE $S 72^{\circ}05'53'' E$, with said centerline, a distance of 15.91 feet, to the **POINT OF BEGINNING** and containing 0.04 acre, more or less.

PARCEL 2B:

BEING A 0.004 ACRE, VARIABLE WIDTH WATER, WASTEWATER & PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (O.P.R.H.C.TX.). SAID 0.004 ACRE WATER, WASTEWATER & ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with an orange cap stamped "CMA5911" found, for an interior ell corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 520, O.P.R.H.C.TX., for the southeast corner of said 9.999 acre tract;

THENCE $N 14^{\circ}05'33'' E$, with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of 256.07 feet to a point, for the **POINT OF BEGINNING** and the south corner of this Water, Wastewater & Access Easement, said point being the beginning of a curve to the right;

THENCE departing said common line, over and across said 9.999 acre tract, with said curve to the right, an arc distance of 80.66 feet, through a central angle $18^{\circ}26'19''$, having a radius of 250.65 feet, and a chord that bears $N 14^{\circ}05'33'' E$, a distance of 80.31 feet, to a point on the said common line, for the north corner of this Water, Wastewater & Access Easement, from said point, a magnail with a washer found bears $N 60^{\circ}23'21'' E$, 178.00 feet;

THENCE $S 14^{\circ}05'33'' W$, with said common line, a distance of 80.31 feet to the **POINT OF BEGINNING** and containing 0.004 acre, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.



PARCEL 2C:

BEING A 0.114 ACRE, VARIABLE WIDTH PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.114 ACRE PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northwest corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 516, O.P.R.H.C.TX., same being the northeast corner of said 9.999 acre tract and this Permanent Access Easement;

THENCE S 17°55'19" W, departing said centerline, with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of feet, 18.31 to the **POINT OF BEGINNING**;

THENCE S 17°55'19" W, continuing along said common line, a distance of 10.81 feet the north southeasterly corner of said easement, from said point, a magnail in rockbed found at a corner of said 9.999 acre tract, bears S 17°55'19" W, 8.24 feet;

THENCE leaving said common line, over and across said 9.999 acre tract, the following three (3) courses and distances:

- 1) S 87°07'37" W, a distance of 27.61 feet, to the beginning of a curve to the left, and
- 2) With said curve to the left, an arc distance of 46.06 feet, through a central angle 52°47'09", having a radius of 50.00 feet, and a chord that bears S 60°44'02" W, a distance of 44.45 feet, to a point, and
- 3) South 34°20'28" West, a distance of 74.36 feet to an angle point on said common line;

THENCE along said common line, South 14°05'33" West, a distance of 105.34 feet to a point on said common line;

THENCE leaving said common line, over and across said 9.999 acre tract the following seven (7) courses and distances:

- 1) North 55°37'33" W, a distance of 21.40 feet, to a point, and
- 2) North 05°44'12" East, a distance of 27.31 feet to a point, and
- 3) North 12°44'48" East, a distance of 54.30 feet to the beginning of a curve to the right, and

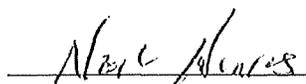
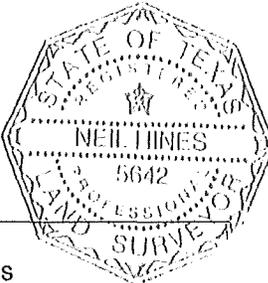


- 4) With said curve to the right, an arc distance of 21.55 feet, through a central angle 24°41'48", having a radius of 50.00 feet, and a chord that bears North 25°05'42" East, a distance of 21.39 feet, to a point, and
- 5) North 37°26'36" East, a distance of 80.06 feet to the beginning of a curve to the right, and
- 6) With said curve to the right, an arc distance of 43.36 feet, through a central angle 49°41'01", having a radius of 50.00 feet, and a chord that bears North 62°17'07" East, a distance of 42.01 feet to a point, and
- 7) North 87°07'37" East, a distance of 45.34 feet to the **POINT OF BEGINNING** and containing 0.114 acre (4,977 Square Feet), more or less.

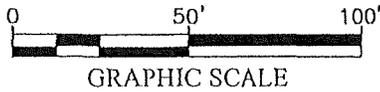
This easement description is accompanied by separate plats of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by multiplying by a combined factor of 0.9999870. Units: U.S. Survey Feet.

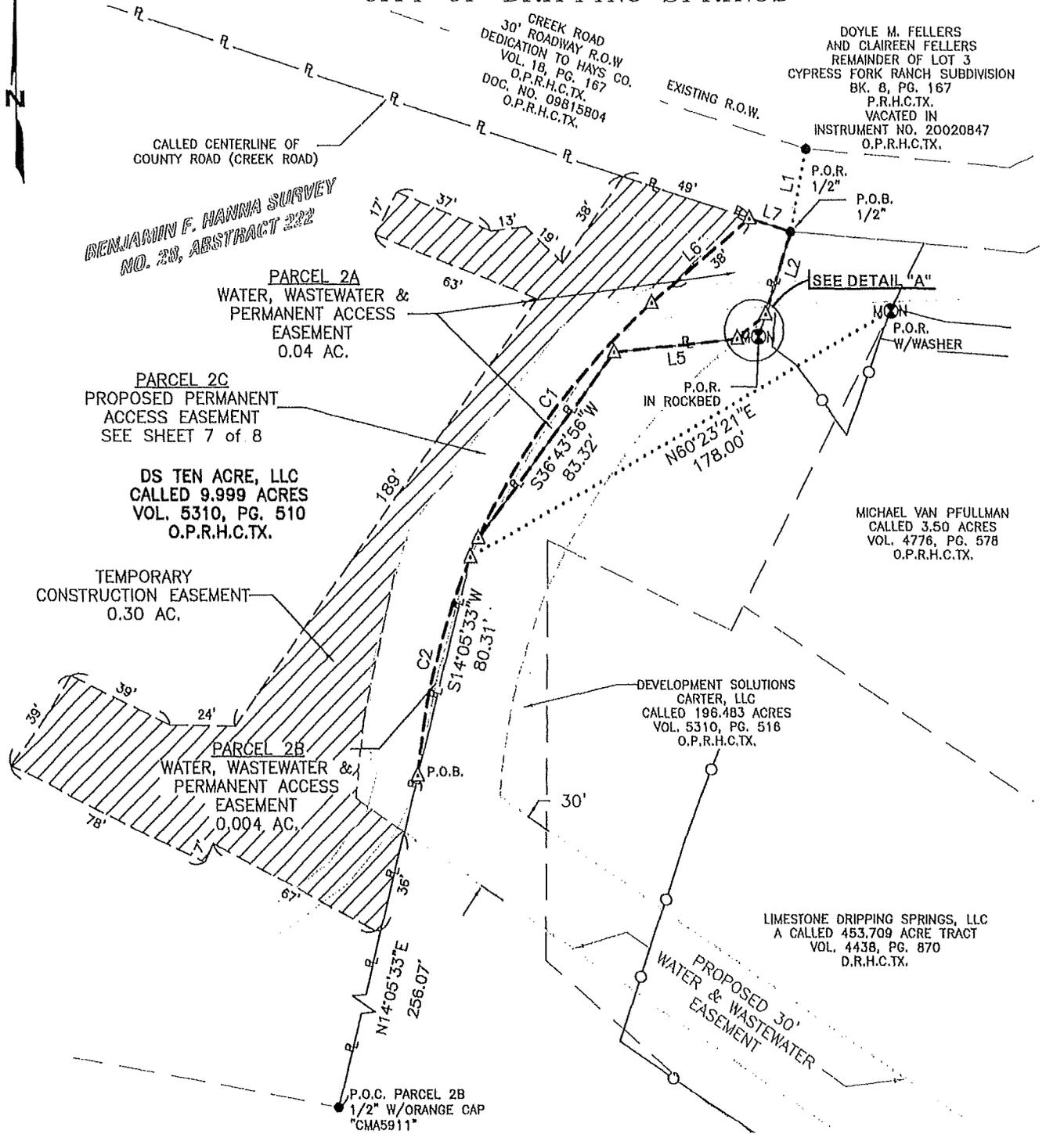


 Neil Hines
 Registered Professional Land Surveyor
 Texas Registration Number 5642

Date: 21 November 2022



PARCEL 2A & 2B
HAYS COUNTY, TEXAS

PLAT OF WATER, WASTEWATER &
ACCESS EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232
DATE: 3/03/2020
SCALE: 1"=50'
SURVEYOR: HINES
TECHNICIAN: HILER
DRAWING: P-2_DS_TEN
TRACT ID: P-2_DS_TEN

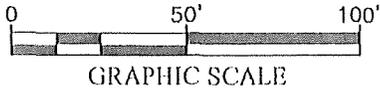


4801 Southwest Parkway
Building Two, Suite 100
Austlin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

PROJECT: WATER, WASTEWATER
& ACCESS EASEMENT

SHEET 5
OF 8

Texas Firm Registration No. 10064300

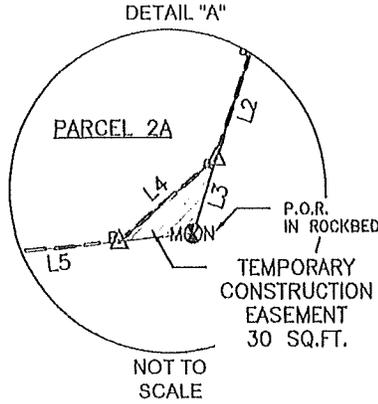


PARCEL 2A & 2B
HAYS COUNTY, TEXAS

PLAT OF WATER, WASTEWATER &
ACCESS EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N11°19'23"E	30.17'
L2	S17°55'19"W	30.98'
L3	S17°55'19"W	8.24'
L4	S50°13'56"W	13.51'
L5	S84°09'30"W	45.76'
L6	N50°13'56"E	47.30'
L7	S72°05'53"E	15.91'



- LEGEND**
- PL ——— PARCEL LIMITS
 - SL APPROXIMATE SURVEY LINE
 - ADJOINER PROPERTY
 - FLYTIE
 - FENCE
 - EDGE OF ROAD
 - IRON ROD FOUND (AS NOTED)
 - △ CALCULATED POINT
 - ⊙ MAG NAIL FOUND
 - D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
 - P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
 - O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - P.O.R. POINT OF REFERENCE
 - P.O.C. POINT OF COMMENCEMENT
 - [] PERMANENT EASEMENT
 - [/] TEMPORARY CONSTRUCTION EASEMENT
 - [X] PERMANENT ACCESS EASEMENT

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	024°19'33"	250.65'	106.42'	N37°08'53"E	105.62'
C2	018°26'19"	250.65'	80.66'	N14°05'33"E	80.31'

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NADB3 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-2533-CR, EFFECTIVE DATE: SEPTEMBER 23, 2022, ISSUED OCTOBER 19, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

Neil Hines 21 November 2022

 NEIL HINES DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5642 - STATE OF TEXAS

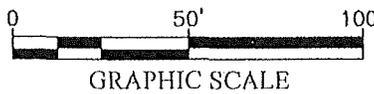


JOB NUMBER: 47232
DATE: 3/03/2020
SCALE: 1/50
SURVEYOR: NEIL HINES
TECHNICIAN: NEIL HINES
DRAWING: 2 - DS - TEN
TRACT: 101F-2 - DS - TEN



4001 Southwest Parkway
 Building Two, Suite 100
 Austin Texas, 78735
 Ofc: 512.447.0575
 Fax: 512.326.3020
 email: Info@sam.biz
 Texas Firm Registration No. 10064300

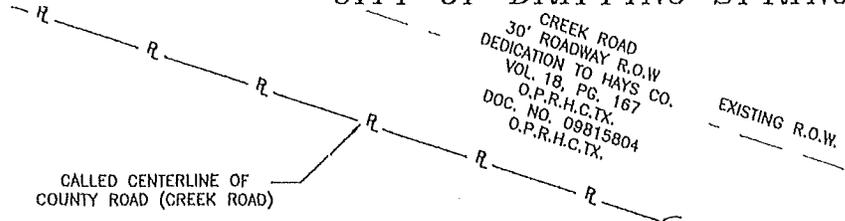
CITY OF DRIPPING SPRINGS
 PROJECT: WATER, WASTEWATER & ACCESS EASEMENT
 SHEET 6 OF 8



**PLAT OF WATER, WASTEWATER & ACCESS EASEMENT
SOUTH REGIONAL WATER RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS**

PARCEL 2C
HAYS COUNTY, TEXAS

DOYLE M. FELLERS
AND CLAREEN FELLERS
REMAINDER OF LOT 3
CYPRESS FORK RANCH SUBDIVISION
BK. 8, PG. 167
P.R.H.C.TX.
VACATED IN
INSTRUMENT NO. 20020847
O.P.R.H.C.TX.



*BENJAMIN F. HANNA SURVEY
NO. 28, ABSTRACT 222*

TEMPORARY CONSTRUCTION
EASEMENT (0.30 AC.)

DS TEN ACRES, LLC
CALLED 9.999 ACRES
VOL. 5310, PG. 510
O.P.R.H.C.TX.

PARCEL 2A
WATER, WASTEWATER
& ACCESS EASEMENT
(0.04 AC.)

PARCEL 2C
PERMANENT
ACCESS EASEMENT
(0.114 AC.)

PARCEL 2B
WATER, WASTEWATER &
PERMANENT ACCESS
EASEMENT
(0.004 AC.)

MICHAEL VAN PFULLMAN
CALLED 3.50 ACRES
VOL. 4776, PG. 578
O.P.R.H.C.TX.

TEMPORARY CONSTRUCTION
EASEMENT (0.30 AC.)

DEVELOPMENT SOLUTIONS
CARTER, LLC
CALLED 196.483 ACRES
VOL. 5310, PG. 516
O.P.R.H.C.TX.

LIMESTONE DRIPPING SPRINGS, LLC
A CALLED 453.709 ACRE TRACT
VOL. 4438, PG. 870
D.R.H.C.TX.

P.O.R.
1/2" W/ORANGE CAP
"CMA59111"

PROPOSED 30'
WATER & WASTEWATER
EASEMENT

CITY OF DRIPPING SPRINGS

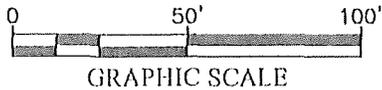
JOB NUMBER: 47232
DATE: 5/14/2020
SCALE: 1:50
SURVEYOR: N. HINES
TECHNICIAN: P. EVANS
DRAWING: P-2_DS_TEN
TRACY ID: P-2_DS_TEN



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas, 78735
Of: 512.447.0575
Fax: 512.326.3020
email: info@sam.biz

PROJECT: WATER, WASTEWATER
& ACCESS EASEMENT
SHEET 7
OF 8

Texas Firm Registration No. 10064300



PARCEL 2C
HAYS COUNTY, TEXAS

PLAT OF WATER, WASTEWATER &
ACCESS EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S17°55'19"W	18.31'
L2	S17°55'19"W	10.81'
L3	S87°07'37"W	27.61'
L4	S34°20'28"W	74.36'
L5	S14°05'33"W	105.90'
L6	N55°37'33"W	21.40'
L7	N05°44'12"E	27.31'
L8	N12°44'48"E	54.30'
L9	N37°26'36"E	80.06'
L10	N87°07'37"E	45.34'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	052°47'09"	50.00'	46.06'	S60°44'02"W	44.45'
C2	024°41'48"	50.00'	21.55'	N25°05'42"E	21.39'
C3	049°41'01"	50.00'	43.36'	N62°17'07"E	42.01'

LEGEND

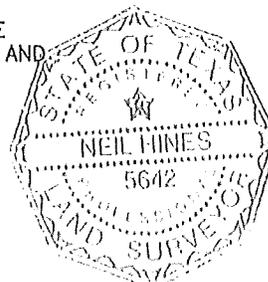
- P ——— PARCEL LIMITS
- L ----- APPROXIMATE SURVEY LINE
- ADJOINER PROPERTY
- FLYTIE
- FENCE
- EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
- △ CALCULATED POINT
- ⊙ MAG NAIL FOUND
- D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
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- P.O.C. POINT OF COMMENCEMENT
- [] PERMANENT EASEMENT
- [/ /] TEMPORARY CONSTRUCTION EASEMENT
- [X X X] PERMANENT ACCESS EASEMENT

NOTES:

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- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-2533-CR, EFFECTIVE DATE: SEPTEMBER 23, 2022, ISSUED OCTOBER 19, 2022. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

Neil Hines 21 November 2022

 NEIL HINES DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5642 -- STATE OF TEXAS



CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232
 DATE: 11/21/2020
 SCALE: 1/60
 SURVEYOR: NEIL HINES
 TECHNICIAN: EVANS
 DRAWING: 3-DS-TEN
 TRACT: 01P-2-DS-TEN



4801 Southwest Parkway
 Building Two, Suite 100
 Austin Texas, 78735
 Ofc: 512.447.0575
 Fax: 512.326.3020
 email: Info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER, WASTEWATER
& ACCESS EASEMENT

SHEET 8
OF 8

Exhibit A-3

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.

TEMPORARY CONSTRUCTION EASEMENT
(CORPORATE)

Date: _____

Grantor: **SIEPIELA DEVELOPMENT CORPORATION**, a Texas corporation

Grantor's Address: 12222 Merit Drive, Suite 1020
Dallas, Texas 75251

Grantee: **CITY OF DRIPPING SPRINGS, TEXAS**, a Texas General Law municipal corporation situated in Hays County

Grantee's Address: P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property: An exclusive approximately 0.30 acre temporary easement and right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract 2TCE").

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

GRANT OF EASEMENT:

SIEPIELA DEVELOPMENT CORPORATION, a Texas corporation ("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, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration 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 of the City of Dripping Springs wastewater system improvements Texas Water Development Board Project No. 73819.

Grantor, on behalf of Grantor and its, legal representatives, 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 or any part thereof by, through, or under Grantor, but not otherwise, for the Duration of the Easement.

CHARACTER OF EASEMENT:

The Easement rights of use granted herein are temporary and limited to the Duration stated herein. The Easement is for the benefit of Grantee. The Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof if the property transfers ownership before the Duration of the Easement.

PURPOSE OF EASEMENT:

The Easement shall be used for storing equipment and materials located at **City of Dripping Springs South Regional Water Reclamation Project** ("Project"), for construction staging and operations, for the construction of the wastewater system improvements, and other purposes related to construction of the Project (the "Easement Purpose").

DURATION OF EASEMENT:

This Easement is temporary, and will become effective from the date of execution of the Easement and continue for two (2) years, when it will terminate automatically, unless extended in writing and recorded by Grantor prior to expiration of two years from the date of execution ("Duration" of the Easement).

USE OF EASEMENT:

Prior to the start of construction, Grantee agrees to install any temporary barriers required by any municipal Federal or State authority and obtain any required permits to prevent loss of disturbed soil. Prior to termination of the Easement, 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, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor. The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any permanent easements granted by Grantor to Grantee.

GRANTOR USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Easement Purpose for the Duration of the Easement. Grantee has the right to trim trees and shrubbery without Grantor recourse, to the extent reasonably necessary to prevent interference with use within the Easement Tract for the Easement Purpose.

RESERVATIONS:

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself, its successors and assigns, all of the following (the “Reservations”):

(1) Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Easement Purpose;

(2) Grantee has the right to trim trees and shrubbery located within the Easement without Grantor recourse to the extent such trimming is necessary to prevent interference with the Easement Purpose within the Easement Tract;

(3) Grantor hereby retains, reserves and shall continue to enjoy all mineral interests in the Easement, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee’s use of the Easement for the Easement Purpose during the Duration of the Easement; and

(4) Grantor hereby retains, reserves and shall continue to enjoy all groundwater rights in and to the Easement, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee’s use of the Easement for the Easement Purpose during the Duration of the Easement.

ADDITIONAL TERMS:

The Easement and Grantee’s use thereof shall be subject to the following additional terms and conditions (the “Additional Terms”):

(1) Grantee, its successors, and assigns will not dig, excavate or drill within the Easement, or construct any improvements within the Easement, without first notifying Grantor in writing at least three (3) days prior to commencing such work. Grantee shall use commercially reasonable efforts to coordinate the performance of any such work with Grantor and to schedule such work at times that will not materially and adversely affect Grantor’s ability to access and use the remainder of Grantor’s property including Grantor’s other property.

(2) Grantee will promptly (a) upon completion of initial construction of the Project, and prior to the termination of the Easement: remove all construction debris and 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 the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and restore the ground surface of the Easement as nearly as practicable to the vegetation, contour and condition which

existed immediately prior to the commencement of such construction and repair in a good and workmanlike manner to a good or better condition as the condition which existed immediately prior to the commencement of such construction any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by Grantee; and (b) restore, at Grantee's sole cost and expense, any damage caused by Grantee or its agents, servants, employees, contractors, or subcontractors to Grantor's landscaping, grasses, trees, shrubbery, fences, buildings, improvements, drives, parking surfaces, or other property; or, if such damages cannot be reasonably restored by Grantee, pay Grantor or Grantor's licensees and occupants for the reasonable cost of such required repair and restoration.

(3) Prior to the start of construction of the Project, Grantee agrees to install all barriers required by any municipal, federal or state agency (and timely obtain permit(s) from such entities) to prevent loss of disturbed soil, and Grantor may require Grantee to install temporary access roads and drainage facilities needed for access.

(4) The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any separately granted permanent Easement granted by Grantor.

(5) All notices required or permitted to be given under this Temporary Access and Construction Easement (CORPORATE) shall be in writing and shall be considered sufficiently given if delivered to the specified address by (a) hand, courier or overnight delivery service or (b) certified or registered mail, return receipt requested:

If to Grantor:

SIEPIELA DEVELOPMENT CORPORATION

Attn: Gregory L. Rich
12222 Merit Drive, Suite 1020
Dallas, TX 75251
972-960-2777 (O) Ext-103
972-960-2660 (F)
griech@siepiela.com

If to Grantee:

The City of Dripping Springs

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

A notice shall be effective upon the other party's receipt of the notice. Either party may specify a different address for delivery of notices by written notice to the other party as provided herein.

(6) This Easement may be signed in counterparts with the same effect as if each party signed one instrument.

(7) This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of Grantor’s property is located, or that may be apparent on Grantor’s property (the “Prior Encumbrances”). Grantee agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a “Grantor Party” and, collectively, the “Grantor Parties”) harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from or related to Grantee’s exercise of any of their rights under this Easement that affects any right or property of any grantee or beneficiary under any of the Prior Encumbrances.

(8) BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE EASEMENT HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF GRANTOR’S PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY THEIR INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS SELLING THE EASEMENT WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR’S LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED ON OR ARISING WITH RESPECT TO ANY SUCH VIOLATION OF ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

(9) **GRANTEE WILL BE SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ANY IMPROVEMENTS THAT IT CONSTRUCTS WITHIN THE EASEMENT, THE OPERATION, MAINTENANCE, AND REPAIR THEREOF, AND ANY DAMAGES RESULTING FROM THE ACTIVITIES OF GRANTEE HEREUNDER OR GRANTEE'S USE OF THE EASEMENT, OR ANY OTHER PORTION OF GRANTOR'S PROPERTY BY GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, OR INVITEES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE GRANTOR PARTIES HARMLESS FROM ANY CLAIMS, COSTS, DAMAGES, EXPENSES, AND LEGAL FEES OR COSTS ASSOCIATED WITH ANY OF THE FOREGOING. NOTHING CONTAINED IN THIS INSTRUMENT WILL EVER BE CONSTRUED TO PLACE UPON GRANTOR ANY MANNER OF LIABILITY FOR INJURY TO OR DEATH OF PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR IN ANY MANNER CONNECTED WITH THE ACTS, CONDUCT, OR NEGLIGENCE OF GRANTEE, OR THEIR CONTRACTORS, IN THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF ANY IMPROVEMENT WITHIN THE EASEMENT.**

(10) Grantee covenants and agrees that, in conducting its operations on Grantor's Property, Grantee shall comply with all applicable laws, statutes, rules, and regulations. In the event of any leak, spill or release of any hazardous substances caused by or arising from Grantee's operation of the improvements (a "Contamination"), Grantee shall take immediate action to stop such Contamination and to clean up and remediate any affected soil, groundwater or other areas in accordance with applicable laws, statutes, rules and regulations in compliance with the highest applicable standards.. Without limiting any of Grantor's rights or Grantee's obligations set forth elsewhere in this instrument, to the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, actions, judgements, fines, or other proceedings relating to a Contamination initiated against the Grantor Parties by any third party or governmental agency, and shall also promptly reimburse any costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Grantor to defend or resolve such proceedings, except to the extent such Contamination was caused by the negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors, customers, or invitees. The indemnity provision herein shall survive the termination of this instrument, provided the obligation arose prior to such termination.

INSURANCE:

(1) Grantee shall maintain policies of commercial general liability insurance as agreed with Grantor.

(2) Grantee shall furnish to Grantor certificates evidencing the insurance described in this Section 2, which insurance shall be issued by companies qualified and authorized to do business within the State of Texas and which shall name Grantor as an additional named insured.

Any use of the Easement or any other portion of Grantor's property by Grantee and any construction shall be done in compliance with applicable law.

In witness whereof, this instrument is executed this ___ day of _____, 20__.

GRANTOR:

SIEPIELA DEVELOPMENT CORPORATION,
a Texas corporation

By: _____

Title: _____

STATE OF TEXAS

§

CORPORATE ACKNOWLEDGMENT

§

COUNTY OF HAYS

§

This instrument was acknowledged before me, the undersigned authority, this ___ day of _____, 20__, by _____, on behalf of said **SIEPIELA DEVELOPMENT CORPORATION**, a Texas corporation.

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



SAM, LLC
 4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735
 Ofc 512.447.0575 Fax 512.326.3029
 info@sam.biz www.sam.biz TBPLS # 10064300

Parcel 2
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Parcel 2A: 0.04 Acre (1,888 Square Foot)
Variable Width Water, Wastewater & Permanent Access Easement
Parcel 2B: 0.004 Acre (174 Square Foot)
Variable Width Water, Wastewater & Permanent Access Easement
Parcel 2C: 0.114 Acre (4,966 Square Foot)
Variable Width Permanent Access Easement

Parcel 2A:

BEING A 0.04 ACRE, VARIABLE WIDTH WATER, WASTEWATER & PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.04 ACRE WATER, WASTEWATER & ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. . and Document Number 09815804 O.P.R.H.C.TX., for the northwest corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 516, O.P.R.H.C.TX., same being the northeast corner of said 9.999 acre tract and this Water, Wastewater & Access Easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

THENCE S 17°55'19" W, departing said centerline, with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of 30.98 feet, to a point. From said point, a magnail in rockbed found at a corner of said 9.999 acre tract, bears S 17°55'19" W, 8.24 feet;

THENCE S 50°13'56" W, departing said common line, over and across said 9.999 acre tract, a distance of 13.51 feet, to a point on said common line;

THENCE with said common line, the following two (2) courses and distances:

- 1) S 84°09'30" W, a distance of 45.76 feet, to a point, and
- 2) S 36°43'56" W, a distance of 83.32 feet, for the south corner of this Water, Wastewater & Access Easement, said point being the beginning of a curve to the right;

THENCE departing said common line, over and across said 9.999 acre tract, the following two (2) courses and distances:



- 1) With said curve to the right, an arc distance of 106.42 feet, through a central angle $24^{\circ}19'33''$, having a radius of 250.65 feet, and a chord that bears $N 37^{\circ}08'53'' E$, a distance of 105.62 feet, to a point, and
- 2) $N 50^{\circ}13'56'' E$, a distance of 47.30 feet, to a point on the centerline of said Creek Road, for the northwest corner of this Water, Wastewater & Access Easement;

THENCE $S 72^{\circ}05'53'' E$, with said centerline, a distance of 15.91 feet, to the **POINT OF BEGINNING** and containing 0.04 acre, more or less.

PARCEL 2B:

BEING A 0.004 ACRE, VARIABLE WIDTH WATER, WASTEWATER & PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.004 ACRE WATER, WASTEWATER & ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with an orange cap stamped "CMA5911" found, for an interior ell corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 520, O.P.R.H.C.TX., for the southeast corner of said 9.999 acre tract;

THENCE $N 14^{\circ}05'33'' E$, with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of 256.07 feet to a point, for the **POINT OF BEGINNING** and the south corner of this Water, Wastewater & Access Easement, said point being the beginning of a curve to the right;

THENCE departing said common line, over and across said 9.999 acre tract, with said curve to the right, an arc distance of 80.66 feet, through a central angle $18^{\circ}26'19''$, having a radius of 250.65 feet, and a chord that bears $N 14^{\circ}05'33'' E$, a distance of 80.31 feet, to a point on the said common line, for the north corner of this Water, Wastewater & Access Easement, from said point, a magnail with a washer found bears $N 60^{\circ}23'21'' E$, 178.00 feet;

THENCE $S 14^{\circ}05'33'' W$, with said common line, a distance of 80.31 feet to the **POINT OF BEGINNING** and containing 0.004 acre, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.



PARCEL 2C:

BEING A 0.114 ACRE, VARIABLE WIDTH PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.114 ACRE PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northwest corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 516, O.P.R.H.C.TX., same being the northeast corner of said 9.999 acre tract and this Permanent Access Easement;

THENCE S 17°55'19" W, departing said centerline, with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of feet, 18.31 to the **POINT OF BEGINNING**;

THENCE S 17°55'19" W, continuing along said common line, a distance of 10.81 feet the north southeasterly corner of said easement, from said point, a magnail in rockbed found at a corner of said 9.999 acre tract, bears S 17°55'19" W, 8.24 feet;

THENCE leaving said common line, over and across said 9.999 acre tract, the following three (3) courses and distances:

- 1) S 87°07'37" W, a distance of 27.61 feet, to the beginning of a curve to the left, and
- 2) With said curve to the left, an arc distance of 46.06 feet, through a central angle 52°47'09", having a radius of 50.00 feet, and a chord that bears S 60°44'02" W, a distance of 44.45 feet, to a point, and
- 3) South 34°20'28" West, a distance of 74.36 feet to an angle point on said common line;

THENCE along said common line, South 14°05'33" West, a distance of 105.34 feet to a point on said common line;

THENCE leaving said common line, over and across said 9.999 acre tract the following seven (7) courses and distances:

- 1) North 55°37'33" W, a distance of 21.40 feet, to a point, and
- 2) North 05°44'12" East, a distance of 27.31 feet to a point, and
- 3) North 12°44'48" East, a distance of 54.30 feet to the beginning of a curve to the right, and

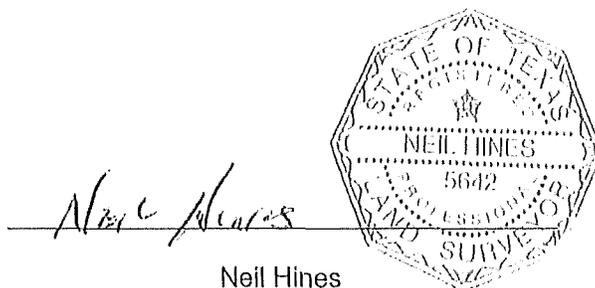


- 4) With said curve to the right, an arc distance of 21.55 feet, through a central angle $24^{\circ}41'48''$, having a radius of 50.00 feet, and a chord that bears North $25^{\circ}05'42''$ East, a distance of 21.39 feet, to a point, and
- 5) North $37^{\circ}26'36''$ East, a distance of 80.06 feet to the beginning of a curve to the right, and
- 6) With said curve to the right, an arc distance of 43.36 feet, through a central angle $49^{\circ}41'01''$, having a radius of 50.00 feet, and a chord that bears North $62^{\circ}17'07''$ East, a distance of 42.01 feet to a point, and
- 7) North $87^{\circ}07'37''$ East, a distance of 45.34 feet to the **POINT OF BEGINNING** and containing 0.114 acre (4,977 Square Feet), more or less.

This easement description is accompanied by separate plats of even date.

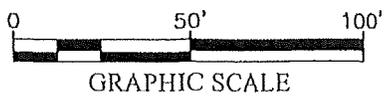
Bearing Basis:

All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by multiplying by a combined factor of 0.9999870. Units: U.S. Survey Feet.



Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

Date: 21 November 2022



PLAT OF WATER, WASTEWATER & ACCESS EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS

PARCEL 2A & 2B
HAYS COUNTY, TEXAS



BENJAMIN F. MANNA SURVEY
NO. 28, ABSTRACT 222

CREEK ROAD
30' ROADWAY R.O.W.
DEDICATION TO HAYS CO.
VOL. 18, PG. 167
O.P.R.H.C.T.X.
DOC. NO. 09815804
O.P.R.H.C.T.X.

DOYLE M. FELLERS
AND CLAIREN FELLERS
REMAINDER OF LOT 3
CYPRESS FORK RANCH SUBDIVISION
BK. 8, PG. 167
P.R.H.C.T.X.
VACATED IN
INSTRUMENT NO. 20020847
O.P.R.H.C.T.X.

CALLED CENTERLINE OF
COUNTY ROAD (CREEK ROAD)

PARCEL 2A
WATER, WASTEWATER &
PERMANENT ACCESS
EASEMENT
0.04 AC.

PARCEL 2C
PROPOSED PERMANENT
ACCESS EASEMENT
SEE SHEET 7 of 8

DS TEN ACRE, LLC
CALLED 9.999 ACRES
VOL. 5310, PG. 510
O.P.R.H.C.T.X.

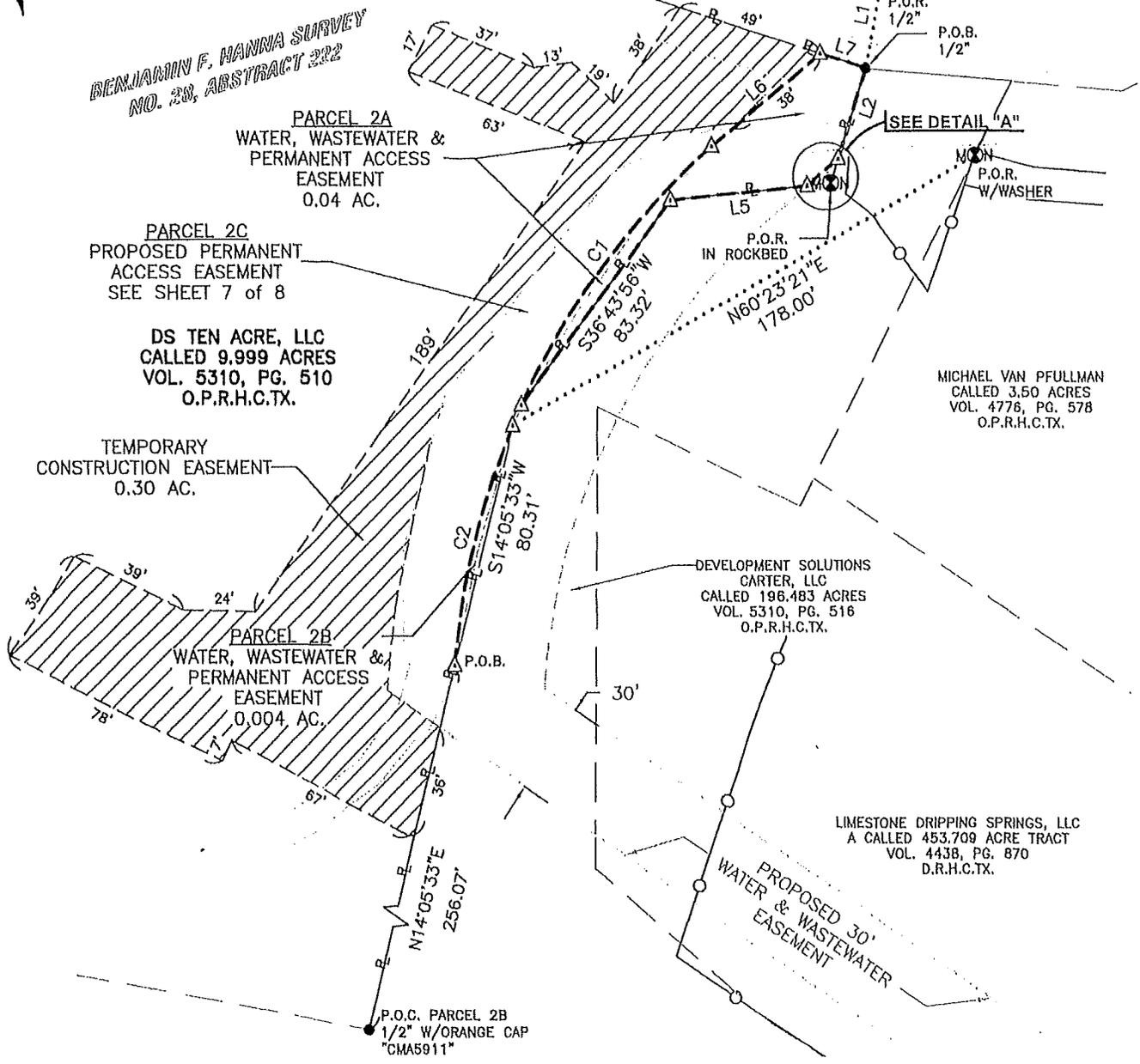
TEMPORARY
CONSTRUCTION EASEMENT
0.30 AC.

PARCEL 2B
WATER, WASTEWATER &
PERMANENT ACCESS
EASEMENT
0.004 AC.

DEVELOPMENT SOLUTIONS
CARTER, LLC
CALLED 196.483 ACRES
VOL. 5310, PG. 516
O.P.R.H.C.T.X.

MICHAEL VAN PFULLMAN
CALLED 3.50 ACRES
VOL. 4776, PG. 578
O.P.R.H.C.T.X.

LIMESTONE DRIPPING SPRINGS, LLC
A CALLED 453.709 ACRE TRACT
VOL. 4438, PG. 870
D.R.H.C.T.X.



CITY OF DRIPPING SPRINGS

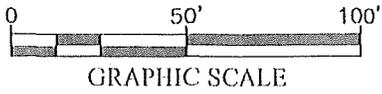
JOB NUMBER: 47232
DATE: 3/03/2020
SCALE: 1:50
SURVEYOR: J. HINES
TECHNICIAN: E. HILGER
DRAWING: P-2_DS_TEN
TRACT: TRACT 2_DS_TEN



4801 Southwest Parkway
Building Two, Suite 100
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Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER, WASTEWATER
& ACCESS EASEMENT
SHEET 5
OF 8

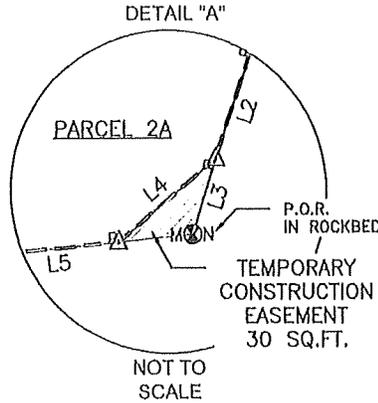


PARCEL 2A & 2B
HAYS COUNTY, TEXAS

PLAT OF WATER, WASTEWATER &
ACCESS EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N11°19'23"E	30.17'
L2	S17°55'19"W	30.98'
L3	S17°55'19"W	8.24'
L4	S50°13'56"W	13.51'
L5	S84°09'30"W	45.76'
L6	N50°13'56"E	47.30'
L7	S72°05'53"E	15.91'



LEGEND	
	PARCEL LIMITS
	APPROXIMATE SURVEY LINE
	ADJOINER PROPERTY
	FLYTIE
	FENCE
	EDGE OF ROAD
	IRON ROD FOUND (AS NOTED)
	CALCULATED POINT
	MAG NAIL FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.C.	POINT OF COMMENCEMENT
	PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT ACCESS EASEMENT

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	024°19'33"	250.65'	106.42'	N37°08'53"E	105.62'
C2	018°26'19"	250.65'	80.66'	N14°05'33"E	80.31'

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY OF. NO. 19-2533-CR, EFFECTIVE DATE: SEPTEMBER 23, 2022, ISSUED OCTOBER 19, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

Neil Hines 21 November 2022

 NEIL HINES DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5642 - STATE OF TEXAS



CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232
DATE: 03/03/2020
SCALE: 1/50
SURVEYOR: NEIL HINES
TECHNICIAN: NEIL HINES
DRAWING: P-2_DS_TEN
TRACT ID: P-2_DS_TEN



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 email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER, WASTEWATER & ACCESS EASEMENT
 SHEET 6 OF 8



PARCEL 2C
HAYS COUNTY, TEXAS

PLAT OF WATER, WASTEWATER & ACCESS EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS



*BENJAMIN F. HANNA SURVEY
NO. 28, ABSTRACT 222*

CREEK ROAD
30' ROADWAY R.O.W.
DEDICATION TO HAYS CO.
VOL. 18, PG. 167
O.P.R.H.C.T.X.
DOC. NO. D9815804
O.P.R.H.C.T.X.

EXISTING R.O.W.

DOYLE M. FELLERS
AND CLAIREN FELLERS
REMAINDER OF LOT 3
CYPRESS FORK RANCH SUBDIVISION
BK. 8, PG. 167
P.R.H.C.T.X.
VACATED IN
INSTRUMENT NO. 20020847
O.P.R.H.C.T.X.

CALLED CENTERLINE OF
COUNTY ROAD (CREEK ROAD)

PARCEL 2A
WATER, WASTEWATER
& ACCESS EASEMENT
(0.04 AC.)

TEMPORARY CONSTRUCTION
EASEMENT (0.30 AC.)

DS TEN ACRES, LLC
CALLED 9.999 ACRES
VOL. 5310, PG. 510
O.P.R.H.C.T.X.

PARCEL 2C
PERMANENT
ACCESS EASEMENT
(0.114 AC.)

PARCEL 2B
WATER, WASTEWATER &
PERMANENT ACCESS
EASEMENT
(0.004 AC.)

MICHAEL VAN PFULLMAN
CALLED 3.50 ACRES
VOL. 4776, PG. 578
O.P.R.H.C.T.X.

TEMPORARY CONSTRUCTION
EASEMENT (0.30 AC.)

DEVELOPMENT SOLUTIONS
CARTER, LLC
CALLED 196.483 ACRES
VOL. 5310, PG. 516
O.P.R.H.C.T.X.

LIMESTONE DRIPPING SPRINGS, LLC
A CALLED 453.709 ACRE TRACT
VOL. 4438, PG. 870
D.R.H.C.T.X.

P.O.R.
1/2" W/ORANGE CAP.
"CMA5911"

PROPOSED 30'
WATER & WASTEWATER
EASEMENT

CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232
DATE: 5/14/2020
SCALE: 1/80
SURVEYOR: N. HINES
TECHNICIAN: P. EVANS
DRAWING: P-2 DS TEN
TRACY ID: P-2 DS TEN

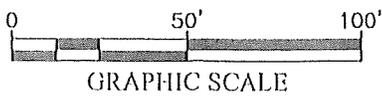


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email: info@sam.biz

PROJECT: WATER, WASTEWATER
& ACCESS EASEMENT

SHEET 7
OF 8

Texas Firm Registration No. 10064300



PARCEL 2C
HAYS COUNTY, TEXAS

PLAT OF WATER, WASTEWATER &
ACCESS EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S17°55'19"W	18.31'
L2	S17°55'19"W	10.81'
L3	S87°07'37"W	27.61'
L4	S34°20'28"W	74.36'
L5	S14°05'33"W	105.90'
L6	N55°37'33"W	21.40'
L7	N05°44'12"E	27.31'
L8	N12°44'48"E	54.30'
L9	N37°26'36"E	80.06'
L10	N87°07'37"E	45.34'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	052°47'09"	50.00'	46.06'	S60°44'02"W	44.45'
C2	024°41'48"	50.00'	21.55'	N25°05'42"E	21.39'
C3	049°41'01"	50.00'	43.36'	N62°17'07"E	42.01'

LEGEND

- R —— PARCEL LIMITS
- S —— APPROXIMATE SURVEY LINE
- ADJOINER PROPERTY
- FLYTIE
- FENCE
- EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
- △ CALCULATED POINT
- ⊗ MAG NAIL FOUND
- D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- [] PERMANENT EASEMENT
- [/] TEMPORARY CONSTRUCTION EASEMENT
- [X] PERMANENT ACCESS EASEMENT

NOTES:

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- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-2533-CR, EFFECTIVE DATE: SEPTEMBER 23, 2022, ISSUED OCTOBER 19, 2022. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.



Neil Hines 21 November 2022
 NEIL HINES DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5642 - STATE OF TEXAS

CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232
DATE: 5/14/2020
SCALE: 1:50
SURVEYOR: N. HINES
TECHNICIAN: P. EVANS
DRAWING: P-2_DS_TEN
TRACY ID: P-2_DS_TEN



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PROJECT: WATER, WASTEWATER & ACCESS EASEMENT
 SHEET 8
 OF 8

Texas Firm Registration No. 10064300

Exhibit A-4

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.

WATER AND WASTEWATER EASEMENT
(CORPORATE)

Date: _____

Grantor: **CF CSLK CARTER, LLC**, a Delaware limited liability company

Grantor's Address: 1345 Ave of Americas, 45th Floor
New York, New York 10105

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 0.16 acre, more or less, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract 3A & 3B").

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

GRANT OF EASEMENT:

CF CSLK CARTER, LLC, a Delaware limited liability company ("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 or any part thereof by, though, or under Grantor, but not otherwise.

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 wastewater and/or water utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public wastewater or water 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 ("Easement Purpose").

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, necessary to prevent interference with the operation of or repairs to Grantee's facilities or use within the Easement Tract.

All mineral interests in the Easement, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals in the Easement but will be permitted to extract the minerals from and under the Easement by directional drilling or other means, so long as such activities do not

damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose; and

All groundwater rights in and to the Easement, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of groundwater from the Easement but will be permitted to extract the groundwater from and under the Easement by directional drilling or other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose.

ADDITIONAL TERMS:

The Easement and Grantee's use thereof shall be subject to the following additional terms and conditions ("Additional Terms"):

(1) For initial construction of the Facilities, Grantee shall require its construction contractor to make good faith efforts to provide notice to Grantor at least 48 hours prior to the start of construction, and Grantee shall use commercially reasonable efforts to coordinate the performance of such work with Grantor and to schedule such work at times that will not materially and adversely affect Grantor's ability to access and use the remainder of Grantor's property including Grantor's other property.

(2) For maintenance and scheduled repairs to the Facilities, Grantee shall make a good faith effort to contact Grantor prior to entering the Easement. No prior notice is required of Grantee to enter the easement for emergency repairs of the Facilities or when access to the Easement is necessary for compliance with any federal or state regulation, permit, order, or other legal requirement.

(3) Upon completion of initial construction of the Project and future construction within the Easement Tract, Grantee shall remove all construction debris and 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 the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and Grantee will restore the ground surface of the Easement as nearly as practicable to the vegetation, contour and condition which existed immediately prior to the commencement of such construction and repair in a good and workmanlike manner to a good or better condition as the condition which existed immediately prior to the commencement of such construction any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by Grantee.

(4) Prior to the start of construction of the Project, Grantee agrees to install all barriers required by the Federal or State agency and the issued permit(s) to prevent loss of disturbed soil, and may install temporary access roads and drainage facilities needed for access.

(5) All notices required or permitted to be given under this Water and Wastewater Easement shall be considered sufficiently given if delivered by (a) hand, courier or overnight delivery service to the physical address listed below, (b) certified or registered mail, return receipt requested to the mailing addresses listed below, or (b) by telephone to the phone numbers listed below:

If to Grantor:

CF CSLK CARTER, LLC
 Attn: Gregory L. Rich
 12222 Merit Drive, Suite 1020
 Dallas, TX 75251
 972-960-2777 (O) Ext-103
 972-960-2660 (F)
grich@siepiela.com

With Copy to:
 Stephen Wark
 c/o Fortress Investment Group
 1345 Ave of Americas, 45th Floor
 New York, New York 10105

If to Grantee:

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

Notice shall be effective upon the other party's receipt of the notice. Either party may specify a different address for delivery of notices by written notice to the physical addresses specified above or as changed by notice over time.

(6) This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, or that may be visibly apparent on the surface of the Easement Tract ("Prior Encumbrances"). Grantee agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from Grantee's exercise of any of their rights under this Easement that affects any right or property of any grantee or beneficiary under any of the Prior Encumbrances.

(7) BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE EASEMENT HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF GRANTOR'S PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY THEIR INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS SELLING THE EASEMENT WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED ON OR ARISING WITH RESPECT TO ANY SUCH VIOLATION OF ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARISING PRIOR TO GRANTEE'S PURCHASE OF THE EASEMENT TRACT ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

(8) GRANTOR WILL NOT BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OF REPAIR OF ANY IMPROVEMENTS WITHIN THE EASEMENT. GRANTEE WILL BE RESPONSIBLE THROUGH ITS AGENTS, CONTRACTORS AND EMPLOYEES AND RELATED CONTRACTS FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, AND REPAIR OF ALL IMPROVEMENTS WITHIN THE EASEMENT, AND ANY DAMAGES RESULTING FROM THE ACTIVITIES OF GRANTEE HEREUNDER OR GRANTEE'S USE OF THE EASEMENT, OR ANY OTHER PORTION OF GRANTOR'S PROPERTY BY GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, OR INVITEES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND,

AND HOLD THE GRANTOR PARTIES HARMLESS FROM ANY CLAIMS, COSTS, DAMAGES, EXPENSES, AND LEGAL FEES OR COSTS ASSOCIATED WITH ANY OF THE FOREGOING, SUBJECT TO AND INCORPORATING INDEMINIFICATION AND INSURANCE REQUIREMENTS BETWEEN GRANTEE AND ITS AGENTS AND CONTRACTORS. NOTHING CONTAINED IN THIS INSTRUMENT WILL EVER BE CONSTRUED TO PLACE UPON GRANTOR ANY MANNER OF LIABILITY FOR INJURY TO OR DEATH OF PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR IN ANY MANNER CONNECTED WITH THE ACTS, CONDUCT, OR NEGLIGENCE OF GRANTEE, OR THEIR CONTRACTORS, IN THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF ANY IMPROVEMENT WITHIN THE EASEMENT.

(9) Grantee covenants and agrees that, in conducting its operations on Grantor's Property, Grantee shall comply with all applicable laws, statutes, rules, and regulations. In the event of any leak, spill or release of any hazardous substances caused by or arising from Grantee's operation of the improvements ("Contamination"), Grantee shall take immediate action to stop such Contamination and to clean up and remediate any affected soil, groundwater or other areas in accordance with applicable laws, statutes, rules and regulations. Without limiting any of Grantor's rights or Grantee's obligations set forth elsewhere in this instrument, to the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, actions, judgements, fines, or other proceedings relating to a Contamination action initiated against the Grantor Parties by any third party or government agency, and shall also promptly reimburse any costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Grantor to defend or resolve such proceedings, except to the extent such Contamination was caused by the negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors, customers, or invitees. The indemnity provision herein shall survive the termination of this instrument, provided the obligation arose prior to such termination.

INSURANCE:

(1) Grantee shall maintain policies of commercial general liability and automobile liability insurance as agreed with Grantor.

(2) Upon request, Grantee shall furnish to Grantor certificates evidencing the insurance described, which insurance shall be issued by companies qualified and authorized to do business within the State of Texas and which shall name Grantor as an additional named insured.

Any use of the Easement or any other portion of Grantor's property by Grantee and any construction shall be done in compliance with applicable law.

In witness whereof, this instrument is executed this ___ day of _____, 20__.

GRANTOR:

CF CSLK CARTER, LLC, a Delaware limited liability company

By: _____

Title: _____

STATE OF TEXAS
COUNTY OF HAYS

§
§
§

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of said **CF CSLK CARTER, LLC**, a Delaware limited liability company.

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



SAM, LLC
 4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735
 Ofc 512.447.0575 Fax 512.326.3029
 info@sam.biz www.sam.biz TBPLS # 10064300

Parcel 3
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Parcel 3A: 0.01 Acre (436 Square Feet)
Variable Width Water and Wastewater Easement
Parcel 3B: 0.15 Acre (6,534 Square Feet)
Variable Width Water and Wastewater & Permanent Access Easement
Parcel 3C: 0.03 Acre (1,307 Square Feet)
Permanent Access Easement

Parcel 3A:

BEING A 0.01 ACRE VARIABLE WIDTH WATER AND WASTEWATER EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.01 ACRE WATER AND WASTEWATER EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being the northwest corner of said 200.0 acre tract and this Water and Wastewater easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

THENCE S 85°06'06" E, with said centerline, a distance of 23.56 feet, to a calculated point, for the northeast corner of this Water and Wastewater easement;

THENCE S 50°13'56" W, departing said centerline, over and across said 200.0 acre tract, a distance of 42.94 feet, to a point on the common line of said 200.0 acre tract and said 9.999 acre tract, for the south corner of this Water and Wastewater easement. From said point, a magnail with a washer found bears N 88°30'47" E, 46.03 feet;

THENCE N 17°55'19" E, with said common line, a distance of 30.98 feet, to the **POINT OF BEGINNING** and containing 0.01 acre, more or less.



PARCEL 3B:

BEING A 0.15 ACRE VARIABLE WIDTH WATER, WASTEWATER AND PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.15 ACRE WATER, WASTEWATER AND PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with an orange cap stamped "CMA5911" found, for the southeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being an interior ell corner of said 200.0 acre tract;

THENCE N 14°05'33" E, with the common line of said 9.999 acre tract and said 200.0 acre tract, a distance of 235.19 feet to a point, for the **POINT OF BEGINNING** of this Water and Wastewater easement;

THENCE N 14°05'33" E, continuing with said common line, a distance of 101.20 feet, to a point, said point being the beginning of a curve to the right;

THENCE departing said common line, over and across said 200.0 acre tract, with said curve to the right, an arc distance of 7.32 feet, through a central angle 01°40'24", having a radius of 250.65 feet, and a chord that bears N 24°08'54" E, a distance of 7.32 feet, to a point on the said common line;

THENCE with said common line, the following two (2) courses and distances:

- 1) N 36°43'56" E, a distance of 83.32 feet, to a point, for the northwest corner of this Water and Wastewater easement, and
- 2) N 84°09'30" E, a distance of 45.76 feet, to a point, for the northeast corner of this Water and Wastewater easement. From said point, a magnail in rockbed found bears N 84°09'30" E, 7.89 feet;

THENCE departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

- 1) S 50°13'56" W, a distance of 15.86 feet, to a point, said point being the beginning of a curve to the left, and
- 2) With said curve to the left, an arc distance of 83.46 feet, through a central angle 21°40'19", having a radius of 220.65 feet, and a chord that bears S 38°24'51" W, a distance of 82.96 feet, to a point on the common line of a called 453.709 acre tract of land, as described in a deed to Limestone Dripping Springs, LLC, recorded to Volume 4438, Page 870, Deed Records of Hays County, Texas (D.R.H.C.TX.) and said 200.0 acre tract;



THENCE with said common line, the following two (2) courses and distances:

- 1) N 64°15'39" W, a distance of 7.16 feet, to a point, and
- 2) S 00°39'21" W, a distance of 16.99 feet, to a point, said point being the beginning of a curve to the left;

THENCE departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

- 1) With said curve to the left, an arc distance of 77.09 feet, through a central angle 20°01'05", having a radius of 220.65 feet, and a chord that bears S 13°34'20" W, a distance of 76.70 feet, to a point, and
- 2) S 55°37'33" E, a distance of 20.61 feet, to a point on said common line;

THENCE S 00°39'21" W, with said common line, a distance of 36.07 feet, to a point, for the southwest corner of this Water and Wastewater easement;

THENCE departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

- 1) N 55°37'33" W, a distance of 62.04 feet, to the **POINT OF BEGINNING** and containing 0.15 acre, more or less.

Parcel 3C:

BEING A 0.03 ACRE PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.03 ACRE(1,307 SQUARE FEET) PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being the northwest corner of said 200.0 acre tract and this Permanent Access Easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

THENCE S 85°06'06" E, with said centerline, a distance of 49.22 feet, to the most northeasterly corner of said 200.0 acre tract, being common with the most northwesterly corner of a called 3.50 acre tract as described in deed to Michael Van Pfullman and recorded in Volume 4776, Page 578, O.P.R.H.C.TX.;



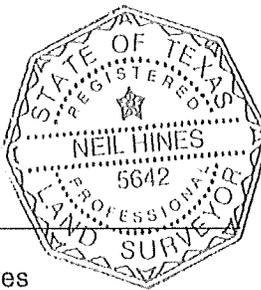
THENCE S 27°38'33" W, leaving said centerline, a distance of 23.87 feet, along the common line between said 200.0 tract and said 3.50 acre tract to a point on the common line of said 200.0 acre tract and said 3.50 acre tract, for the southeast corner of this Permanent Access Easement. From said point, a magnail with a washer found bears S 26°50'57" W, 3.29 feet;

THENCE S 87°07'37" W, a distance of 46.99, over an across said 200.0 tract to a point on the common line of said 200.0 tract and said 9.999 acre tract for the southwest corner of the easement described herein. From said point, a magnail in rockbed found bears S 17°55'19" W, 10.10 feet;

THENCE N 17°55'19" E, with said common line, a distance of 29.12 feet, to the **POINT OF BEGINNING** and containing 0.03 acre, more or less.

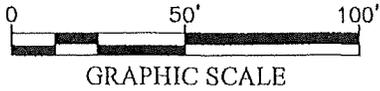
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.

Neil Hines



Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

Date: *9 November 2022*



PARCEL 3A, & 3B
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS



*BENJAMIN F. HANNA SURVEY
NO. 28, ABSTRACT 222*

CREEK ROAD
30' ROADWAY R.O.W.
DEDICATION TO HAYS CO.
VOL. 18, PG. 167
O.P.R.H.C.T.X.
DOC. NO. 09815804
O.P.R.H.C.T.X.

DOYLE M. FELLERS
AND CLAIREEN FELLERS
REMAINDER OF LOT 3
CYPRESS FORK RANCH SUBDIVISION
BK. 8, PG. 167
P.R.H.C.T.X.
VACATED IN
INSTRUMENT NO. 20020847
O.P.R.H.C.T.X.

PARCEL 3A
WATER & WASTEWATER
EASEMENT
0.01 AC.

PARCEL 3C
PROPOSED
PERMANENT ACCESS
EASEMENT SEE
SHEET 7 OF 8

MICHAEL VAN PFULLMAN
CALLED 3.50 ACRES
VOL. 4776, PG. 578
O.P.R.H.C.T.X.

DS TEN ACRES, LLC
CALLED 9.999 ACRES
VOL. 5310, PG. 510

CF CSLK CARTER LLC
200.0 ACRES
DOC. NO. 21069740
O.P.R.H.C.T.X.

TEMPORARY
CONSTRUCTION EASEMENT
0.17 AC.

TEMPORARY
CONSTRUCTION EASEMENT
0.02 AC.

PARCEL 3B
WATER & WASTEWATER
AND PERMANENT ACCESS
EASEMENT
0.15 AC.

LIMESTONE DRIPPING SPRINGS, LLC
A CALLED 453.709 ACRE TRACT
VOL. 4438, PG. 870
D.R.H.C.T.X.

TEMPORARY
CONSTRUCTION EASEMENT
0.02 AC.

PROPOSED 30'
WATER & WASTEWATER
EASEMENT

P.O.C.
1/2" W/ORANGE CAP
CMA5911"

JOB NUMBER: 47232
DATE: 5/18/2020
SCALE: 1:50
SURVEYOR: N. HINES
TECHNICIAN: HILER-P. EVANS
DRAWING: PARCEL 3 OF R2
TRACT ID: P-3 OF CSLK CARTER



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Of: 512.447.0575
Fax: 512.326.3020
email: info@sam.biz

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS
SHEET 5
OF 8

Texas Firm Registration No. 10064300

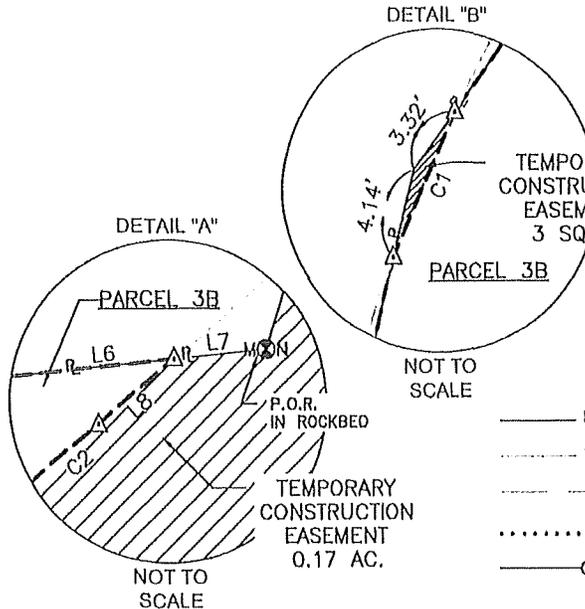
PARCEL 3A, & 3B
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER
EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



PARCEL 3A & 3B
HAYS COUNTY, TEXAS

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N11°19'23"E	30.17'
L2	S85°06'06"E	23.56'
L3	S50°13'56"W	42.94'
L4	N88°30'47"E	46.03'
L5	N17°55'19"E	30.98'
L6	N84°09'30"E	45.76'
L7	N84°09'30"E	7.89'
L8	S50°13'56"W	15.86'
L9	N64°15'39"W	7.16'
L10	S00°39'21"W	16.99'
L11	S55°37'33"E	20.61'
L12	S00°39'21"W	36.07'
L13	N55°37'33"W	62.04'



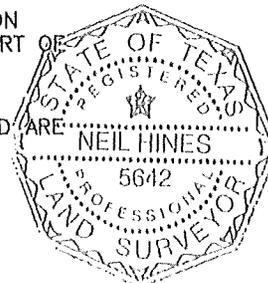
LEGEND

- PARCEL LIMITS
- APPROXIMATE SURVEY LINE
- ADJOINER PROPERTY
- FLYTIE
- FENCE
- EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
- CALCULATED POINT
- MAG NAIL FOUND
- DEED RECORDS HAYS COUNTY, TEXAS
- PLAT RECORDS HAYS COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- POINT OF BEGINNING
- POINT OF REFERENCE
- POINT OF COMMENCEMENT
- PERMANENT EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT ACCESS EASEMENT

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	001°40'24"	250.65'	7.32'	N24°08'54"E	7.32'
C2	021°40'19"	220.65'	83.46'	S38°24'51"W	82.96'
C3	020°01'05"	220.65'	77.09'	S13°34'20"W	76.70'

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1673-CR, EFFECTIVE DATE: OCTOBER 5, 2022, ISSUED OCTOBER 25, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.



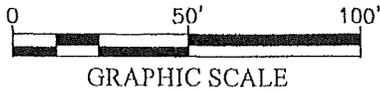
Neil Hines
NEIL HINES _____ DATE _____
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 - STATE OF TEXAS

JOB NUMBER: 47232
DATE: 11/02/2022
SCALE: 1"=50'
SURVEYOR: N. HINES
TECHNICIAN: HILIER - P. EVANS - J. BRADSHAW
DRAWING: PARCEL 3 CF R2
TRACT ID: P-3 CF CSLK CARTER



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas, 78735
Ofc: 512.447.0675
Fax: 512.326.3029
email: info@sam.biz
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS
SHEET 6
OF 8



PLAT OF PERMANENT ACCESS EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS

PARCEL 3C
HAYS COUNTY, TEXAS

DOYLE M. FELLERS
AND CLAIREEN FELLERS
REMAINDER OF LOT 3
CYPRESS FORK RANCH SUBDIVISION
BK. 8, PG. 167
P.R.H.C.TX.
VACATED IN
INSTRUMENT NO. 20020847
O.P.R.H.C.TX.

30' ROADWAY R.O.W
DEDICATION TO HAYS CO.
VOL. 18, PG. 167
O.P.R.H.C.TX.
DOC. NO. 09815804
O.P.R.H.C.TX.

BENJAMIN F. HANNA SURVEY
NO. 28, ABSTRACT 222

DS TEN ACRES, LLC
CALLED 9.999 ACRES
VOL. 5310, PG. 510

PARCEL 3A
PROPOSED
WATER & WASTEWATER
EASEMENT
0.01 AC.

PARCEL 3C
PROPOSED
PERMANENT ACCESS
EASEMENT
0.03 AC.

MICHAEL VAN PFULLMAN
CALLED 3.50 ACRES
VOL. 4776, PG. 578
O.P.R.H.C.TX.

CF CSLK CARTER LLC
CALLED 196.483 ACRES
DOC. NO. 21069740
O.P.R.H.C.TX.

PARCEL 3B
PROPOSED WATER &
WASTEWATER &
PERMANENT ACCESS
EASEMENT
0.15 AC.

PROPOSED TEMPORARY
CONSTRUCTION EASEMENT
(0.17 AC.)

PROPOSED TEMPORARY
CONSTRUCTION EASEMENT
(0.02 AC.)

PROPOSED TEMPORARY
CONSTRUCTION EASEMENT
(0.02 AC.)

LIMESTONE DRIPPING SPRINGS, LLC
A CALLED 453.709 ACRE TRACT
VOL. 4438, PG. 870
D.R.H.C.TX.

PROPOSED 30'
WATER & WASTEWATER
EASEMENT

1/2" W/ORANGE CAP
"CMA5911"

JOB NUMBER: 47232
DATE: 11/02/2022
SCALE: 1"=50'
SURVEYOR: HINES
TECHNICIAN: EVANS - J. BRADSHAW
DRAWING: 3 - DEVELOPMENT
TRACT: 10P - 3 - DEVELOPMENT



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3020
email: info@sam.biz

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 7
OF 8

Texas Firm Registration No. 10064300

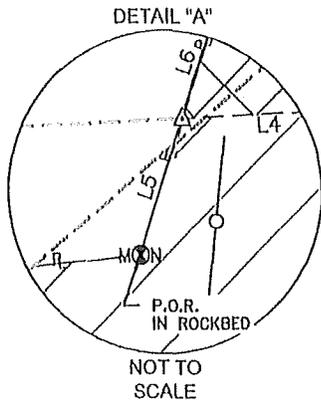
PARCEL 3C
HAYS COUNTY, TEXAS

PLAT OF
PERMANENT ACCESS EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S11°19'23"W	30.17'
L2	S85°06'06"E	49.22'
L3	S27°38'33"W	23.87'
L4	S87°07'37"W	46.99'
L5	S17°55'19"W	10.10'
L6	N17°55'19"E	29.12'

LEGEND

- R ——— PARCEL LIMITS
- R ----- APPROXIMATE SURVEY LINE
- ADJOINER PROPERTY
- FLYTIE
- FENCE
- EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
- ▲ CALCULATED POINT
- ⊗ MAG NAIL FOUND
- D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- [] PERMANENT EASEMENT
- [/] TEMPORARY CONSTRUCTION EASEMENT
- [X] PERMANENT ACCESS EASEMENT



NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1673-CR, EFFECTIVE DATE: OCTOBER 5, 2022, ISSUED OCTOBER 25, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.



Neil Hines
NEIL HINES _____ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 — STATE OF TEXAS

JOB NUMBER: 47232
DATE: 5/15/2020
SCALE: 1:50
SURVEYOR: N. HINES
TECHNICIAN: P. EVANS
DRAWING: 3 - DEVELOPMENT
TRACT: 16 - 3 - DEVELOPMENT



4801 Southwest Parkway
Building Two, Suite 100
Austlin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3020
email: Info@sam.blx

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS
SHEET 8
OF 8

Exhibit A-5

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.

ACCESS EASEMENT
(CORPORATE)

Date: _____

Grantor: **CF CSLK CARTER, LLC**, a Delaware limited liability company

Grantor's Address: 1345 Ave of Americas, 45th Floor
New York, New York 10105

Grantee: **CITY OF DRIPPING SPRINGS, TEXAS**, a Texas General Law municipal corporation situated in Hays County

Grantee's Address: P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property: An exclusive easement and right-of-way ("Easement") in, upon, over, along, through and across the parcel of real property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract 3C").

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

GRANT OF EASEMENT:

CF CSLK CARTER, LLC, a Delaware limited liability company ("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, 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, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, though, or under Grantor, but not otherwise.

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 to provide access to public wastewater and water utility facilities for placement, construction, installation, replacement, repair, and operation and maintenance of public wastewater pipelines, public water pipelines, and related utility appurtenances, and access for making connections thereto.

DURATION OF EASEMENT:

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's heirs, legal representatives, successors and assigns, to warrant and forever defend the Easement unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming.

GRANTOR USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any purpose and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Purpose of Easement. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures located within the Easement Tract, without Grantor recourse, to the extent such acts are necessary to prevent interference with the operation or repairs to the Grantee's Facilities, or Easement Purpose within the Easement Tract.

RESERVATIONS:

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself, its successors and assigns, all of the following (the "Reservations"):

(1) Grantor hereby retains, reserves, and shall continue to enjoy all mineral interests in the Easement, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose.

(2) Grantor hereby retains, reserves, and shall continue to enjoy all groundwater rights in and to the Easement, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose.

ADDITIONAL TERMS:

The Easement and Grantee's use thereof shall be subject to the following additional terms and conditions ("Additional Terms"):

(1) For initial construction of the Facilities, Grantee shall require its construction contractor to provide notice to Grantor at least 48 hours prior to the start of construction, and Grantee shall use commercially reasonable efforts to coordinate the performance of such work with Grantor and to schedule such work at times that will not materially and adversely affect Grantor's ability to access and use the remainder of Grantor's property including Grantor's other property.

(2) For maintenance and scheduled repairs to the Facilities, Grantee shall contact Grantor prior to entering the Easement. No prior notice is required of Grantee to enter the easement for emergency repairs of the Facilities or when access to the Easement is necessary for compliance with any municipal, federal or state regulation, permit, order, or other legal requirement.

Upon completion of initial construction of the Project and future construction within the Easement Tract, Grantee shall remove all construction debris and 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 Grantee's facilities; revegetate disturbed vegetated areas; and restore roadway surfaces to the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and Grantee will restore the ground surface of the Easement as nearly as practicable to the vegetation, contour and condition which existed immediately prior to the commencement of such construction and repair in a good and workmanlike manner to a good or better condition as the condition which existed immediately prior to the commencement of such construction any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by Grantee or use within the Easement Tract.

(3) Prior to the start of construction of the Project, Grantee agrees to install all barriers required by any municipal federal or state agency (and timely obtain permit(s) from such entities) to prevent loss of disturbed soil, and Grantor may require Grantee to install temporary access roads and drainage facilities needed for access.

(4) All notices required or permitted to be given under this Easement shall be considered sufficiently given if delivered by (a) hand, courier or overnight delivery service to the physical address listed below, (b) certified or registered mail, return receipt requested to the mailing addresses listed below, or (b) by telephone to the phone numbers listed below:

If to Grantor:

CF CSLK CARTER, LLC

Attn: Gregory L. Rich,
12222 Merit Drive, Suite 1020
Dallas, TX 75251
972-960-2777 (O) Ext-103
972-960-2660 (F)
grich@siepiela.com:

With Copy to:

Stephen Wark
c/o Fortress Investment Group
1345 Ave of Americas, 45th Floor
New York, New York 10105

If to Grantee:

The City of Dripping Springs

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

Notice shall be effective upon the other party's receipt of the notice. Either party may specify a different address for delivery of notices by written notice to the physical addresses specified above or as changed by notice over time,.

(5) This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, or that may be visibly apparent on the surface of the Easement Tract ("Prior Encumbrances"). Grantee agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from Grantee's exercise of any of their rights under this Easement that affects any right or property of any grantee or beneficiary under any of the Prior Encumbrances.

(6) **BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, / AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF**

SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE EASEMENT HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF GRANTOR'S PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY THEIR INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS SELLING THE EASEMENT WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED ON OR ARISING WITH RESPECT TO ANY SUCH VIOLATION OF ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARISING PRIOR TO GRANTEE'S PURCHASE OF THE EASEMENT TRACT ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

(7) GRANTOR WILL NOT BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OF REPAIR OF ANY IMPROVEMENTS WITHIN THE EASEMENT. GRANTEE WILL BE RESPONSIBLE THROUGH ITS AGENTS, CONTRACTORS AND EMPLOYEES AND RELATED CONTRACTS FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, AND REPAIR OF ALL IMPROVEMENTS WITHIN THE EASEMENT, AND ANY DAMAGES RESULTING FROM THE ACTIVITIES OF GRANTEE HEREUNDER OR GRANTEE'S USE OF THE EASEMENT, OR ANY OTHER PORTION OF GRANTOR'S PROPERTY BY GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, OR INVITEES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE GRANTOR PARTIES HARMLESS FROM ANY CLAIMS, COSTS, DAMAGES, EXPENSES, AND LEGAL FEES OR COSTS ASSOCIATED WITH ANY OF THE FOREGOING, SUBJECT TO AND INCORPORATING INDEMINIFICATION AND INSURANCE REQUIREMENTS BETWEEN GRANTEE AND ITS AGENTS AND CONTRACTORS. NOTHING CONTAINED IN THIS INSTRUMENT WILL EVER BE CONSTRUED TO PLACE UPON GRANTOR ANY MANNER OF LIABILITY FOR INJURY TO OR DEATH OF PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR IN ANY MANNER CONNECTED WITH THE ACTS, CONDUCT, OR NEGLIGENCE OF GRANTEE, OR THEIR CONTRACTORS, IN THE

DESIGN, CONSTRUCTION, OR MAINTENANCE OF ANY IMPROVEMENT WITHIN THE EASEMENT.

(8) Grantee covenants and agrees that, in conducting its operations on Grantor's Property, Grantee shall comply with all applicable laws, statutes, rules, and regulations. In the event of any leak, spill or release of any hazardous substances caused by or arising from Grantee's operation of the improvements ("Contamination"), Grantee shall take immediate action to stop such Contamination and to clean up and remediate any affected soil, groundwater or other areas in accordance with applicable laws, statutes, rules and regulations. Without limiting any of Grantor's rights or Grantee's obligations set forth elsewhere in this instrument, to the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, actions, judgements, fines, or other proceedings relating to a Contamination action initiated against the Grantor Parties by any third party or government agency, and shall also promptly reimburse any costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Grantor to defend or resolve such proceedings, except to the extent such Contamination was caused by the negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors, customers, or invitees. The indemnity provision herein shall survive the termination of this instrument, provided the obligation arose prior to such termination.

INSURANCE:

(1) Grantee shall maintain policies of commercial general liability and automobile liability insurance as agreed with Grantor.

(2) Upon request, Grantee shall furnish to Grantor certificates evidencing the insurance described, which insurance shall be issued by companies qualified and authorized to do business within the State of Texas and which shall name Grantor as an additional named insured.

Any use of the Easement or any other portion of Grantor's property by Grantee and any construction shall be done in compliance with applicable law.

In witness whereof, this instrument is executed this ___ day of _____, 20__.

GRANTOR:

CF CSLK CARTER, LLC, a Delaware limited liability company

By: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF HAYS §

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this ___ day of _____, 20__, by _____, on behalf of said **CF CSLK CARTER, LLC**, a Delaware limited liability company

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



SAM, LLC
 4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735
 Ofc 512.447.0575 Fax 512.326.3029
 info@sam.biz www.sam.biz TBPLS# 10064300

Parcel 3
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Parcel 3A: 0.01 Acre (436 Square Feet)
Variable Width Water and Wastewater Easement
Parcel 3B: 0.15 Acre (6,534 Square Feet)
Variable Width Water and Wastewater & Permanent Access Easement
Parcel 3C: 0.03 Acre (1,307 Square Feet)
Permanent Access Easement

Parcel 3A:

BEING A 0.01 ACRE VARIABLE WIDTH WATER AND WASTEWATER EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.01 ACRE WATER AND WASTEWATER EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being the northwest corner of said 200.0 acre tract and this Water and Wastewater easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

THENCE S 85°06'06" E, with said centerline, a distance of 23.56 feet, to a calculated point, for the northeast corner of this Water and Wastewater easement;

THENCE S 50°13'56" W, departing said centerline, over and across said 200.0 acre tract, a distance of 42.94 feet, to a point on the common line of said 200.0 acre tract and said 9.999 acre tract, for the south corner of this Water and Wastewater easement. From said point, a magnail with a washer found bears N 88°30'47" E, 46.03 feet;

THENCE N 17°55'19" E, with said common line, a distance of 30.98 feet, to the **POINT OF BEGINNING** and containing 0.01 acre, more or less.



PARCEL 3B:

BEING A 0.15 ACRE VARIABLE WIDTH WATER, WASTEWATER AND PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.15 ACRE WATER, WASTEWATER AND PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with an orange cap stamped "CMA5911" found, for the southeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being an interior ell corner of said 200.0 acre tract;

THENCE N 14°05'33" E, with the common line of said 9.999 acre tract and said 200.0 acre tract, a distance of 235.19 feet to a point, for the **POINT OF BEGINNING** of this Water and Wastewater easement;

THENCE N 14°05'33" E, continuing with said common line, a distance of 101.20 feet, to a point, said point being the beginning of a curve to the right;

THENCE departing said common line, over and across said 200.0 acre tract, with said curve to the right, an arc distance of 7.32 feet, through a central angle 01°40'24", having a radius of 250.65 feet, and a chord that bears N 24°08'54" E, a distance of 7.32 feet, to a point on the said common line;

THENCE with said common line, the following two (2) courses and distances:

- 1) N 36°43'56" E, a distance of 83.32 feet, to a point, for the northwest corner of this Water and Wastewater easement, and
- 2) N 84°09'30" E, a distance of 45.76 feet, to a point, for the northeast corner of this Water and Wastewater easement. From said point, a magnail in rockbed found bears N 84°09'30" E, 7.89 feet;

THENCE departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

- 1) S 50°13'56" W, a distance of 15.86 feet, to a point, said point being the beginning of a curve to the left, and
- 2) With said curve to the left, an arc distance of 83.46 feet, through a central angle 21°40'19", having a radius of 220.65 feet, and a chord that bears S 38°24'51" W, a distance of 82.96 feet, to a point on the common line of a called 453.709 acre tract of land, as described in a deed to Limestone Dripping Springs, LLC, recorded to Volume 4438, Page 870, Deed Records of Hays County, Texas (D.R.H.C.TX.) and said 200.0 acre tract;



THENCE with said common line, the following two (2) courses and distances:

- 1) N 64°15'39" W, a distance of 7.16 feet, to a point, and
- 2) S 00°39'21" W, a distance of 16.99 feet, to a point, said point being the beginning of a curve to the left;

THENCE departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

- 1) With said curve to the left, an arc distance of 77.09 feet, through a central angle 20°01'05", having a radius of 220.65 feet, and a chord that bears S 13°34'20" W, a distance of 76.70 feet, to a point, and
- 2) S 55°37'33" E, a distance of 20.61 feet, to a point on said common line;

THENCE S 00°39'21" W, with said common line, a distance of 36.07 feet, to a point, for the southwest corner of this Water and Wastewater easement;

THENCE departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

- 1) N 55°37'33" W, a distance of 62.04 feet, to the **POINT OF BEGINNING** and containing 0.15 acre, more or less.

Parcel 3C:

BEING A 0.03 ACRE PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.03 ACRE(1,307 SQUARE FEET) PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being the northwest corner of said 200.0 acre tract and this Permanent Access Easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

THENCE S 85°06'06" E, with said centerline, a distance of 49.22 feet, to the most northeasterly corner of said 200.0 acre tract, being common with the most northwesterly corner of a called 3.50 acre tract as described in deed to Michael Van Pfullman and recorded in Volume 4776, Page 578, O.P.R.H.C.TX.;



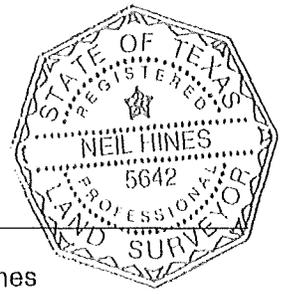
THENCE S 27°38'33" W, leaving said centerline, a distance of 23.87 feet, along the common line between said 200.0 tract and said 3.50 acre tract to a point on the common line of said 200.0 acre tract and said 3.50 acre tract, for the southeast corner of this Permanent Access Easement. From said point, a magnail with a washer found bears S 26°50'57" W, 3.29 feet;

THENCE S 87°07'37" W, a distance of 46.99, over an across said 200.0 tract to a point on the common line of said 200.0 tract and said 9.999 acre tract for the southwest corner of the easement described herein. From said point, a magnail in rockbed found bears S 17°55'19" W, 10.10 feet;

THENCE N 17°55'19" E, with said common line, a distance of 29.12 feet, to the **POINT OF BEGINNING** and containing 0.03 acre, more or less.

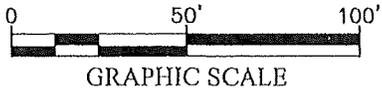
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.

Neil Hines



Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

Date: 9 November 2022



PARCEL 3A, & 3B
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS



CALLED CENTERLINE OF
COUNTY ROAD
(CREEK ROAD)

CREEK ROAD
30' ROADWAY R.O.W.
DEDICATION TO HAYS CO.
VOL. 18, PG. 167
O.P.R.H.C.T.X.
DOC. NO. 09815804
O.P.R.H.C.T.X.

DOYLE M. FELLERS
AND CLAIREEN FELLERS
REMAINDER OF LOT 3
CYPRESS FORK RANCH SUBDIVISION
BK. 8, PG. 167
P.R.H.C.T.X.
VACATED IN
INSTRUMENT NO. 20020B47
O.P.R.H.C.T.X.

BENJAMIN F. HANNA SURVEY
NO. 28, ABSTRACT 222

PARCEL 3A
WATER & WASTEWATER
EASEMENT
0.01 AC.

PARCEL 3C
PROPOSED
PERMANENT ACCESS
EASEMENT SEE
SHEET 7 OF 8

MICHAEL VAN PFULLMAN
CALLED 3.50 ACRES
VOL. 4776, PG. 578
O.P.R.H.C.T.X.

DS TEN ACRES, LLC
CALLED 9.999 ACRES
VOL. 5310, PG. 510

CF CSLK CARTER LLC
200.0 ACRES
DOC. NO. 21069740
O.P.R.H.C.T.X.

SEE DETAIL "B"

TEMPORARY
CONSTRUCTION EASEMENT
0.17 AC.

PARCEL 3B
WATER & WASTEWATER
AND PERMANENT ACCESS
EASEMENT
0.15 AC.

TEMPORARY
CONSTRUCTION EASEMENT
0.02 AC.

LIMESTONE DRIPPING SPRINGS, LLC
A CALLED 453.709 ACRE TRACT
VOL. 4438, PG. 870
D.R.H.C.T.X.

P.O.B.
PARCEL 3B

TEMPORARY
CONSTRUCTION EASEMENT
0.02 AC.

PROPOSED 30'
WATER & WASTEWATER
EASEMENT

P.O.C.
1/2" W/ORANGE CAP
"CMA5911"

JOB NUMBER: 47232
DATE: 5/18/2020
SCALE: 1:50
SURVEYOR: J. HINES
TECHNICIAN: HILIER - P. EVANS
DRAWING: PARCEL 3 CF R2
TRACT 10P - 3 CF CSLK CARTER



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3020
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 5
OF 8

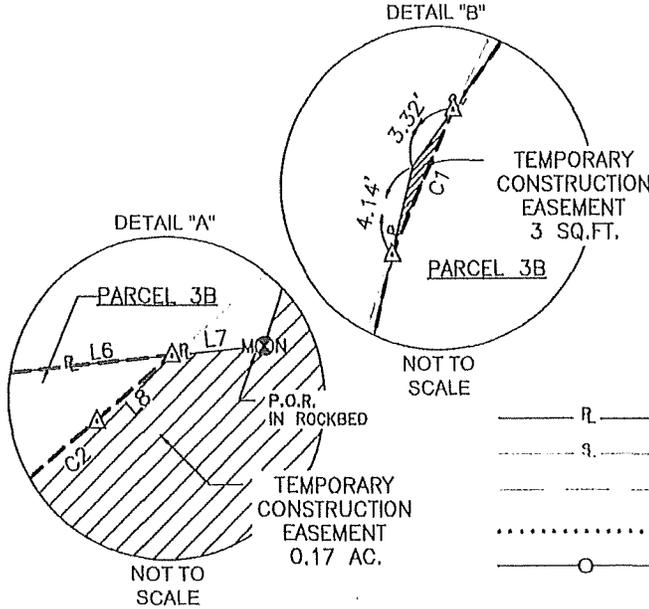
PARCEL 3A, & 3B
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER
EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



PARCEL 3A & 3B
HAYS COUNTY, TEXAS

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N11°19'23"E	30.17'
L2	S85°06'06"E	23.56'
L3	S50°13'56"W	42.94'
L4	N88°30'47"E	46.03'
L5	N17°55'19"E	30.98'
L6	N84°09'30"E	45.76'
L7	N84°09'30"E	7.89'
L8	S50°13'56"W	15.86'
L9	N64°15'39"W	7.16'
L10	S00°39'21"W	16.99'
L11	S55°37'33"E	20.61'
L12	S00°39'21"W	36.07'
L13	N55°37'33"W	62.04'



LEGEND

- PL ——— PARCEL LIMITS
- S ----- APPROXIMATE SURVEY LINE
- ADJ --- ADJOINER PROPERTY
- FLYTIE
- FENCE
- EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
- △ CALCULATED POINT
- ⊗ MAG NAIL FOUND
- D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- [] PERMANENT EASEMENT
- [/] TEMPORARY CONSTRUCTION EASEMENT
- [X] PERMANENT ACCESS EASEMENT

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	001°40'24"	250.65'	7.32'	N24°08'54"E	7.32'
C2	021°40'19"	220.65'	83.46'	S38°24'51"W	82.96'
C3	020°01'05"	220.65'	77.09'	S13°34'20"W	76.70'

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1673-CR, EFFECTIVE DATE: OCTOBER 5, 2022, ISSUED OCTOBER 25, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

Neil Hines
NEIL HINES _____ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 - STATE OF TEXAS



JOB NUMBER: 47232
DATE: 11/02/2022
SCALE: 1:50
SURVEYOR: N. HINES
TECHNICIAN: E. DILLER - P. EVANS - J. BRADSHAW
DRAWING: PARCEL 3 OF R2
TRACT ID: P-3 OF CSLK CARTER

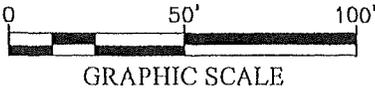


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Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 6
OF 8



PARCEL 3C
HAYS COUNTY, TEXAS

PLAT OF PERMANENT ACCESS EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS

DOYLE M. FELLERS
AND CLAIREEN FELLERS
REMAINDER OF LOT 3
CYPRESS FORK RANCH SUBDIVISION
BK. B, PG. 167
P.R.H.C.TX.
VACATED IN
INSTRUMENT NO. 20020847
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30' ROADWAY R.O.W.
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O.P.R.H.C.TX.

BENJAMIN F. HANNA SURVEY
NO. 28, ABSTRACT 222

DS TEN ACRES, LLC
CALLED 9.999 ACRES
VOL. 5310, PG. 510

PARCEL 3A
PROPOSED
WATER & WASTEWATER
EASEMENT
0.01 AC.

PARCEL 3C
PROPOSED
PERMANENT ACCESS
EASEMENT
0.03 AC.

MICHAEL VAN PFULLMAN
CALLED 3.50 ACRES
VOL. 4776, PG. 578
O.P.R.H.C.TX.

CF CSLK CARTER LLC
CALLED 196.483 ACRES
DOC. NO. 21069740
O.P.R.H.C.TX.

PARCEL 3B
PROPOSED WATER &
WASTEWATER &
PERMANENT ACCESS
EASEMENT
0.15 AC.

PROPOSED TEMPORARY
CONSTRUCTION EASEMENT
(0.17 AC.)

PROPOSED TEMPORARY
CONSTRUCTION EASEMENT
(0.02 AC.)

PROPOSED TEMPORARY
CONSTRUCTION EASEMENT
(0.02 AC.)

LIMESTONE DRIPPING SPRINGS, LLC
A CALLED 453.709 ACRE TRACT
VOL. 4438, PG. 870
D.R.H.C.TX.

PROPOSED 30'
WATER & WASTEWATER
EASEMENT

1/2" W/ORANGE CAP
"CMA5911"

JOB NUMBER: 47232
DATE: 11/02/2022
SCALE: 1"=50'
SURVEYOR: J. HINES
TECHNICIAN: EVANS - J. BRADSHAW
DRAWING: 3 - DEVELOPMENT
TRACT ID: 3 - DEVELOPMENT



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PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS
SHEET 7
OF 8

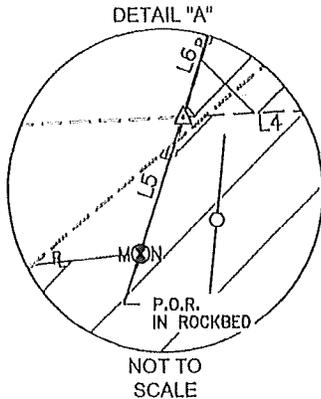
PARCEL 3C
HAYS COUNTY, TEXAS

PLAT OF
PERMANENT ACCESS EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S11°19'23"W	30.17'
L2	S85°06'06"E	49.22'
L3	S27°38'33"W	23.87'
L4	S87°07'37"W	46.99'
L5	S17°55'19"W	10.10'
L6	N17°55'19"E	29.12'

LEGEND

- R ——— PARCEL LIMITS
- S ----- APPROXIMATE SURVEY LINE
- ADJOINER PROPERTY
- FLYTIE
- FENCE
- EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
- ▲ CALCULATED POINT
- ⊙ MAG NAIL FOUND
- D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
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- P.O.B. POINT OF BEGINNING
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- [] PERMANENT EASEMENT
- [/] TEMPORARY CONSTRUCTION EASEMENT
- [X] PERMANENT ACCESS EASEMENT



NOTES:

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Neil Hines
NEIL HINES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 - STATE OF TEXAS

DATE

JOB NUMBER: 47232
DATE: 5/15/2020
SCALE: 1:50
SURVEYOR: NEIL HINES
TECHNICIAN: P. EVANS
DRAWING: P-3 DEVELOPMENT
TRACY ID: P-3 DEVELOPMENT



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Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 8
OF 8

Exhibit A-6

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.

TEMPORARY CONSTRUCTION EASEMENT
(CORPORATE)

Date: _____

Grantor: **CF CSLK CARTER LLC**, a Delaware limited liability company

Grantor's Address: 1345 Ave of Americas, 45th Floor
New York, New York 10105

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 approximately 0.21 acre temporary easement and right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

GRANT OF EASEMENT:

CF CSLK CARTER LLC, a Delaware limited liability company ("**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, subject to the Reservations and Additional Terms set forth below, in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction of the City of Dripping Springs wastewater system improvements Texas Water Development Board Project No. 73819.

Grantor, on behalf of Grantor and its, legal representatives, 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 or any part thereof by, through, or under Grantor, but not otherwise, for the Duration of the Easement.

CHARACTER OF EASEMENT:

The Easement rights of use granted herein are temporary and limited to the Duration stated herein. The Easement is for the benefit of Grantee. The Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof if the property transfers ownership before the Duration of the Easement.

PURPOSE OF EASEMENT:

The Easement shall be used for storing equipment and materials located at **City of Dripping Springs South Regional Water Reclamation Project** ("Project"), for construction staging and operations, for the construction of the wastewater system improvements ("Easement Purpose").

DURATION OF EASEMENT:

This Easement is temporary, and will become effective from the date of execution of the Easement and continuing for two (2) years, when it will terminate automatically, unless extended in writing by Grantor prior to expiration ("Duration").

GRANTOR USE:

Grantor hereby retains, reserves, and shall continue to enjoy and use the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Easement Purpose for the Duration of the Easement. Grantee has the right to trim trees and shrubbery without Grantor recourse, to the extent reasonably necessary to prevent interference with use within the Easement Tract for the Easement Purpose.

RESERVATIONS:

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself. Its successors and assigns, all of the following (the "Reservations"):

(1) Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Purpose of Easement;

(2) Grantee has the right to trim trees and shrubbery located within the Easement without Grantor recourse, to the extent necessary to prevent interference with use within the Easement Tract;

(3) Grantor hereby retains, reserves and shall continue to enjoy all mineral interests in the Easement, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals in the Easement but will be permitted to extract the minerals from and under the Easement by directional drilling or other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose; and

(4) Grantor hereby retains, reserves and shall continue to enjoy all groundwater rights in and to the Easement, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of groundwater from the Easement but will be permitted to extract the groundwater from and under the Easement by directional drilling or other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose.

ADDITIONAL TERMS:

The Easement and Grantee's use thereof shall be subject to the following additional terms and conditions (the "Additional Terms"):

(1) Grantee, its successors, and assigns will not dig, excavate or drill within the Easement, or construct any improvements within the Easement, without first notifying Grantor in writing at least three (3) days prior to commencing such work. Grantee shall use commercially reasonable efforts to coordinate the performance of any such work with Grantor and to schedule such work at times that will not materially and adversely affect Grantor's ability to access and use the remainder of Grantor's property including Grantor's other property.

(2) Grantor, its successors, and assigns will not dig, excavate, drill, or construct any improvements within the Easement without first notifying Grantee.

(3) Grantee will promptly (a) upon completion of initial construction of the Project, and prior to the termination of the Easement: remove all construction debris and 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 the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and restore the ground surface of the Easement as nearly as practicable to the vegetation, contour and condition which existed immediately prior to the commencement of such construction and repair in a good and workmanlike manner to a good or better condition as the condition which existed immediately

prior to the commencement of such construction any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by Grantee; and (b) restore, at Grantee's sole cost and expense, any damage caused by Grantee or its agents, servants, employees, contractors, or subcontractors to Grantor's landscaping, grasses, trees, shrubbery, fences, buildings, improvements, drives, parking surfaces, or other property; or, if such damages cannot be reasonably restored by Grantee, pay Grantor or Grantor's licensees and occupants for the reasonable cost of such required repair and restoration.

(4) Prior to the start of construction of the Project, Grantee agrees to install all barriers required by the Federal or State agency and the issued permit(s) to prevent loss of disturbed soil, and may install temporary access roads and drainage facilities needed for access.

(5) The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any permanent Easement granted by Grantor.

(6) All notices required or permitted to be given under this Temporary Construction Easement (CORPORATE) shall be in writing and shall be considered sufficiently given if delivered to the specified address by (a) hand, courier or overnight delivery service or (b) certified or registered mail, return receipt requested:

If to Grantor:

CF CSLK CARTER LLC
 Attn: Gregory L. Rich
 12222 Merit Drive, Suite 1020
 Dallas, TX 75251
 972-960-2777 (O) Ext-103
 972-960-2660 (F)
g-rich@siepiela.com

With Copy to:

Stephen Wark
 c/o Fortress Investment Group
 1345 Ave of Americas, 45th Floor
 New York, New York 10105

If to Grantee:

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

A notice shall be effective upon the other party's receipt of the notice. Either party may specify a different address for delivery of notices by written notice to the other party as provided herein.

(7) This Easement may be signed in counterparts with the same effect as if each party signed one instrument.

(8) This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of Grantor's property is located, or that may be apparent on Grantor's property (the "Prior Encumbrances"). Grantee agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from or related to Grantee's exercise of any of their rights under this Easement that affects any right or property of any grantee or beneficiary under any of the Prior Encumbrances.

(9) BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE EASEMENT HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF GRANTOR'S PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY THEIR INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS SELLING THE EASEMENT WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED ON OR ARISING WITH RESPECT TO ANY SUCH VIOLATION OF ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

(10) GRANTEE WILL BE SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ANY IMPROVEMENTS THAT IT CONSTRUCTS WITHIN THE EASEMENT, THE OPERATION, MAINTENANCE, AND REPAIR THEREOF, AND ANY DAMAGES RESULTING FROM THE ACTIVITIES OF GRANTEE HEREUNDER OR GRANTEE'S USE OF THE EASEMENT, OR ANY OTHER PORTION OF GRANTOR'S PROPERTY BY GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, OR INVITEES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE GRANTOR PARTIES HARMLESS FROM ANY CLAIMS, COSTS, DAMAGES, EXPENSES, AND LEGAL FEES OR COSTS ASSOCIATED WITH ANY OF THE FOREGOING. NOTHING CONTAINED IN THIS INSTRUMENT WILL EVER BE CONSTRUED TO PLACE UPON GRANTOR ANY MANNER OF LIABILITY FOR INJURY TO OR DEATH OF PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR IN ANY MANNER CONNECTED WITH THE ACTS, CONDUCT, OR NEGLIGENCE OF GRANTEE, OR THEIR CONTRACTORS, IN THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF ANY IMPROVEMENT WITHIN THE EASEMENT.

(11) Grantee covenants and agrees that, in conducting its operations on Grantor's Property, Grantee shall comply with all applicable laws, statutes, rules, and regulations. In the event of any leak, spill or release of any hazardous substances caused by or arising from Grantee's operation of the Improvements (a "Contamination"), Grantee shall take immediate action to stop such Contamination and to clean up and remediate any affected soil, groundwater or other areas in accordance with applicable laws, statutes, rules and regulations. Without limiting any of Grantor's rights or Grantee's obligations set forth elsewhere in this instrument, to the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, actions, judgements, fines, or other proceedings relating to a Contamination initiated against the Grantor Parties by any third party or government agency, and shall also promptly reimburse any costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Grantor to defend or resolve such proceedings, except to the extent such Contamination was caused by the negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors, customers, or invitees. The indemnity provision herein shall survive the termination of this instrument, provided the obligation arose prior to such termination.

INSURANCE:

(1) Grantee shall maintain policies of commercial general liability automobile liability insurance as agreed with Grantor.

(2) Grantee shall furnish to Grantor certificates evidencing the insurance described in this Section 2, which insurance shall be issued by companies qualified and authorized to do business within the State of Texas and which shall name Grantor as an additional named insured.

Any use of the Easement or any other portion of Grantor's property by Grantee and any construction shall be done in compliance with applicable law.

In witness whereof, this instrument is executed this _____ day of _____, 20____.

GRANTOR:

CF CSLK CARTER LLC,
a Delaware limited liability

By: _____

Title: _____

STATE OF TEXAS
COUNTY OF HAYS

§
§ **CORPORATE ACKNOWLEDGMENT**
§

This instrument was acknowledged before me, the undersigned authority, this _____ day of _____, 20__, by _____, on behalf of said **CF CSLK CARTER LLC**, a Delaware limited liability.

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



SAM, LLC
 4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735
 Ofc 512.447.0575 Fax 512.326.3029
 info@sam.biz www.sam.biz FBPI5 # 10064300

Parcel 3
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Parcel 3A: 0.01 Acre (436 Square Feet)
Variable Width Water and Wastewater Easement
Parcel 3B: 0.15 Acre (6,534 Square Feet)
Variable Width Water and Wastewater & Permanent Access Easement
Parcel 3C: 0.03 Acre (1,307 Square Feet)
Permanent Access Easement

Parcel 3A:

BEING A 0.01 ACRE VARIABLE WIDTH WATER AND WASTEWATER EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.01 ACRE WATER AND WASTEWATER EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being the northwest corner of said 200.0 acre tract and this Water and Wastewater easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

THENCE S 85°06'06" E, with said centerline, a distance of 23.56 feet, to a calculated point, for the northeast corner of this Water and Wastewater easement;

THENCE S 50°13'56" W, departing said centerline, over and across said 200.0 acre tract, a distance of 42.94 feet, to a point on the common line of said 200.0 acre tract and said 9.999 acre tract, for the south corner of this Water and Wastewater easement. From said point, a magnail with a washer found bears N 88°30'47" E, 46.03 feet;

THENCE N 17°55'19" E, with said common line, a distance of 30.98 feet, to the **POINT OF BEGINNING** and containing 0.01 acre, more or less.



THENCE with said common line, the following two (2) courses and distances:

- 1) N 64°15'39" W, a distance of 7.16 feet, to a point, and
- 2) S 00°39'21" W, a distance of 16.99 feet, to a point, said point being the beginning of a curve to the left;

THENCE departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

- 1) With said curve to the left, an arc distance of 77.09 feet, through a central angle 20°01'05", having a radius of 220.65 feet, and a chord that bears S 13°34'20" W, a distance of 76.70 feet, to a point, and
- 2) S 55°37'33" E, a distance of 20.61 feet, to a point on said common line;

THENCE S 00°39'21" W, with said common line, a distance of 36.07 feet, to a point, for the southwest corner of this Water and Wastewater easement;

THENCE departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

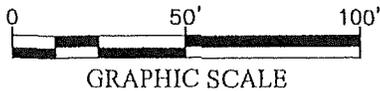
- 1) N 55°37'33" W, a distance of 62.04 feet, to the **POINT OF BEGINNING** and containing 0.15 acre, more or less.

Parcel 3C:

BEING A 0.03 ACRE PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.03 ACRE(1,307 SQUARE FEET) PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being the northwest corner of said 200.0 acre tract and this Permanent Access Easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

THENCE S 85°06'06" E, with said centerline, a distance of 49.22 feet, to the most northeasterly corner of said 200.0 acre tract, being common with the most northwesterly corner of a called 3.50 acre tract as described in deed to Michael Van Pfullman and recorded in Volume 4776, Page 578, O.P.R.H.C.TX.;



PARCEL 3A, & 3B
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS



CALLLED CENTERLINE OF
COUNTY ROAD
(CREEK ROAD)

CREEK ROAD
30' ROADWAY R.O.W.
DEDICATION TO HAYS CO.
VOL. 18, PG. 167
O.P.R.H.C.T.X.
DOC. NO. 09815804
O.P.R.H.C.T.X.

DOYLE M. FELLERS
AND CLAIREEN FELLERS
REMAINDER OF LOT 3
CYPRESS FORK RANCH SUBDMISION
BK. 8, PG. 167
P.R.H.C.T.X.
VACATED IN
INSTRUMENT NO. 20020847
O.P.R.H.C.T.X.

*BENJAMIN F. HANNA SURVEY
NO. 28, ABSTRACT 222*

PARCEL 3A
WATER & WASTEWATER
EASEMENT
0.01 AC.

PARCEL 3C
PROPOSED
PERMANENT ACCESS
EASEMENT SEE
SHEET 7 OF 8

MICHAEL VAN PFULLMAN
CALLED 3.50 ACRES
VOL. 4776, PG. 578
O.P.R.H.C.T.X.

DS TEN ACRES, LLC
CALLED 9.999 ACRES
VOL. 5310, PG. 510

CF CSLK CARTER LLC
200.0 ACRES
DOC. NO. 21069740
O.P.R.H.C.T.X.

TEMPORARY
CONSTRUCTION EASEMENT
0.17 AC.

TEMPORARY
CONSTRUCTION EASEMENT
0.02 AC.

PARCEL 3B
WATER & WASTEWATER
AND PERMANENT ACCESS
EASEMENT
0.15 AC.

LIMESTONE DRIPPING SPRINGS, LLC
A CALLED 453.709 ACRE TRACT
VOL. 4438, PG. 870
D.R.H.C.T.X.

TEMPORARY
CONSTRUCTION EASEMENT
0.02 AC.

P.O.B.
PARCEL 3B

N14°05'
R 235.15'

P.O.C.
1/2" W/ORANGE CAP
"CMA5911"

PROPOSED 30'
WATER & WASTEWATER
EASEMENT

JOB NUMBER: 47232
DATE: 5/18/2020
SCALE: 1/50
SURVEYOR: J. HINES
TECHNICIAN: HILER - P. EVANS
DRAWING: PARCEL 3 OF R2
TRACT: TRIP-3 OF CSLK CARTER



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

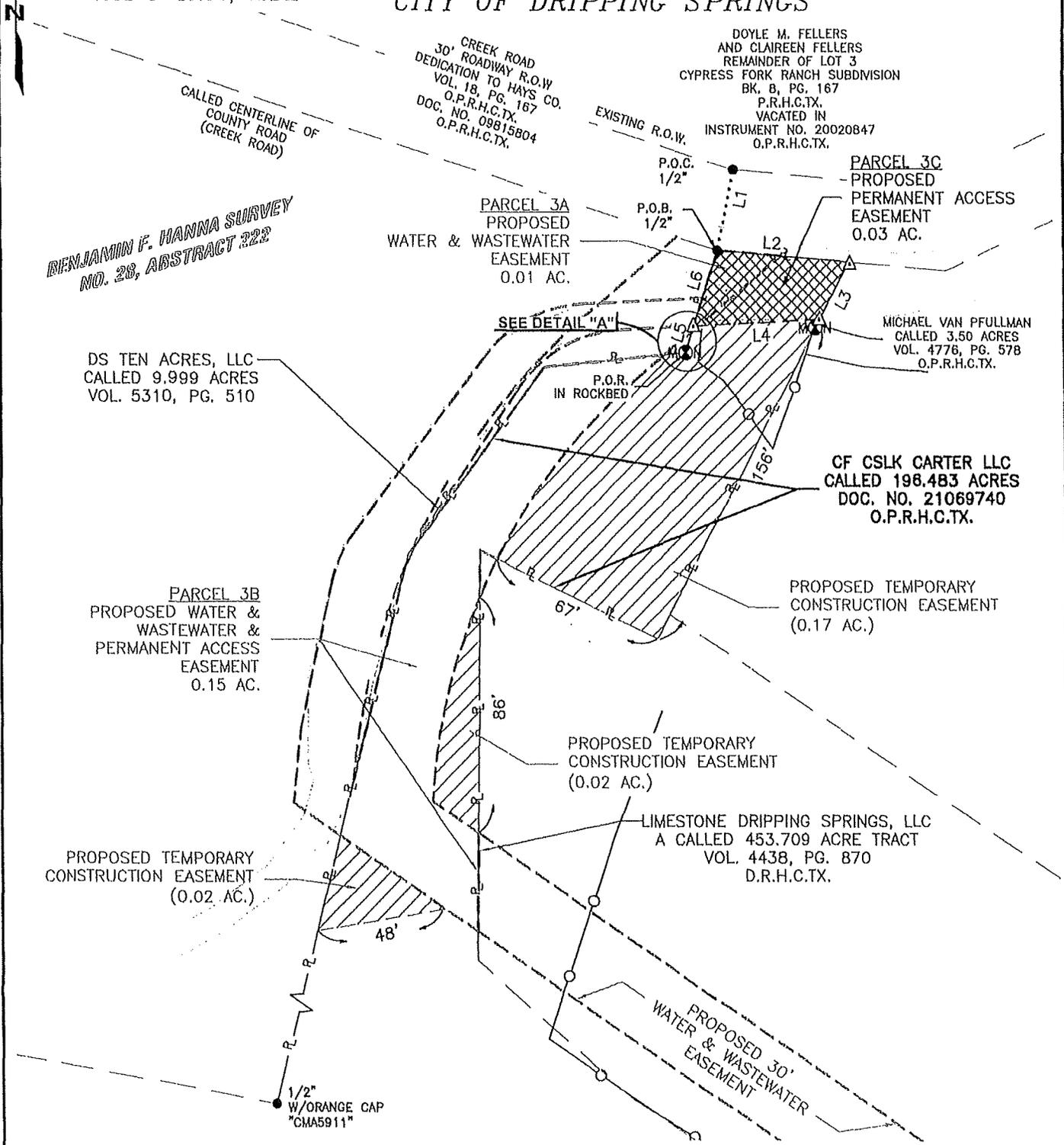
SHEET 5
OF 8

Texas Firm Registration No. 10064300



PARCEL 3C
HAYS COUNTY, TEXAS

PLAT OF PERMANENT ACCESS EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS



JOB NUMBER: 47232
DATE: 11/02/2022
SCALE: 1:50
SURVEYOR: N. HINES
TECHNICIAN: P. EVANS - J. BRADSHAW
DRAWING: P-3 DEVELOPMENT
TRACT 10: P-3 DEVELOPMENT



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Of: 512.447.0575
Fax: 512.326.3029
email: Info@sam.biz
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS
SHEET 7
OF 8

Exhibit A-7

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.

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT
(CORPORATE)

Date: _____

Grantor: **CF CSLK CALITERRA LLC**, a Delaware limited liability company

Grantor's Address: 1345 Ave of Americas, 45th Floor
New York, New York 10105

Grantee: **CITY OF DRIPPING SPRINGS, TEXAS**, a Texas General Law municipal corporation situated in Hays County

Grantee's Address: P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property: An approximately 4.23 acre temporary easement and temporary right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract 7TCE").

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

GRANT OF EASEMENT:

CF CSLK CALITERRA LLC, a Delaware limited liability company ("**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, subject to the Reservations and Additional Terms set forth below, in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD, the above-described Easement for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract, during the Duration of the Easement, with rights of ingress and

egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction of construction, inspection, maintenance, operation, repair, reconstruction, replacement, and connection, also known as the City of Dripping Springs wastewater system improvements Texas Water Development Board Project No. 73819.

Grantor, on behalf of Grantor and its, legal representatives, 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 or any part thereof by, through, or under Grantor, but not otherwise, for the Duration of the Easement.

CHARACTER OF EASEMENT:

The Easement rights of use granted herein are temporary and limited to the Duration stated herein. The Easement is for the benefit of Grantee. The Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof if the property transfers ownership before the Duration of the Easement.

PURPOSE OF EASEMENT:

The Easement shall be used for access to the Project site and for storing equipment and materials located at **City of Dripping Springs South Regional Water Reclamation Project** (“Project”), for construction staging and operations, for the construction of the wastewater system improvements, and other purposes related to construction of the Project (the “Easement Purpose”).

DURATION OF EASEMENT:

This Easement is temporary and will become effective from the date of execution of the Easement and continue for two (2) years, when it will terminate automatically, unless extended in writing and recorded by Grantor prior to expiration of two years from the date of execution (“Duration” of the Easement).

USE OF EASEMENT:

Prior to the start of construction, Grantee agrees to install any temporary barriers required by any municipal Federal or State authority and obtain any required permits to prevent loss of disturbed soil. Prior to termination of the Easement, 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, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor. The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any permanent easements granted by Grantor to Grantee.

GRANTOR USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement

Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Easement Purpose for the Duration of the Easement. Grantee has the right to trim trees and shrubbery without Grantor recourse, to the extent reasonably necessary to prevent interference with use within the Easement Tract for the Easement Purpose.

RESERVATIONS:

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself, its successors and assigns, all of the following (the “Reservations”):

(1) Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Easement Purpose;

(2) Grantee has the right to trim trees and shrubbery located within the Easement without Grantor recourse to the extent such trimming is necessary to prevent interference with Easement Purpose within the Easement Tract;

(3) Grantor hereby retains, reserves and shall continue to enjoy all mineral interests in the Easement, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee’s use of the Easement for the Easement Purpose during the Duration of the Easement; and

(4) Grantor hereby retains, reserves and shall continue to enjoy all groundwater rights in and to the Easement, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee’s use of the Easement for the Easement Purpose during the Duration of the Easement.

ADDITIONAL TERMS:

The Easement and Grantee’s use thereof shall be subject to the following additional terms and conditions (the “Additional Terms”):

(1) Grantee, its successors, and assigns will not dig, excavate or drill within the Easement, or construct any improvements within the Easement, without first notifying Grantor in writing at least three (3) days prior to commencing such work. Grantee shall use commercially reasonable efforts to coordinate the performance of any such work with Grantor and to schedule such work at times that will not materially and adversely affect Grantor’s ability to access and use the remainder of Grantor’s property including Grantor’s other property.

(2) Grantee will promptly (a) upon completion of initial construction of the Project, and prior to the termination of the Easement: remove all construction debris and 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 the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and restore the ground surface of the Easement as nearly as practicable to the vegetation, contour and condition which existed immediately prior to the commencement of such construction and repair in a good and workmanlike manner to a good or better condition as the condition which existed immediately prior to the commencement of such construction any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by Grantee; and (b) restore, at Grantee's sole cost and expense, any damage caused by Grantee or its agents, servants, employees, contractors, or subcontractors to Grantor's landscaping, grasses, trees, shrubbery, fences, buildings, improvements, drives, parking surfaces, or other property; or, if such damages cannot be reasonably restored by Grantee, pay Grantor or Grantor's licensees and occupants for the reasonable cost of such required repair and restoration.

(3) Prior to the start of construction of the Project, Grantee agrees to install all barriers required by any Federal or State agency (and timely obtain permit(s) from such entities) to prevent loss of disturbed soil, and Grantor may require Grantee to install temporary access roads and drainage facilities needed for access.

(4) The termination of this Temporary Access and Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any separately granted permanent Easement granted by Grantor.

(5) All notices required or permitted to be given under this Temporary Access and Construction Easement (CORPORATE) shall be in writing and shall be considered sufficiently given if delivered to the specified address by (a) hand, courier or overnight delivery service or (b) certified or registered mail, return receipt requested:

If to Grantor:

CF CSLK CALITERRA, LLC

Attn: Gregory L. Rich
 12222 Merit Drive, Suite 1020
 Dallas, TX 75251
 972-960-2777 (O) Ext-103
 972-960-2660 (F)
grich@siepiela.com

With Copy to:

Stephen Wark
 c/o Fortress Investment Group
 1345 Ave of Americas, 45th Floor
 New York, New York 10105

If to Grantee:

The City of Dripping Springs

Attn: City Secretary

P.O. Box 384

Dripping Springs, Texas 78620

A notice shall be effective upon the other party's receipt of the notice. Either party may specify a different address for delivery of notices by written notice to the other party as provided herein.

(1) This Easement may be signed in counterparts with the same effect as if each party signed one instrument.

(2) This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of Grantor's property is located, or that may be apparent on Grantor's property (the "Prior Encumbrances"). Grantee agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from or related to Grantee's exercise of any of their rights under this Easement that affects any right or property of any grantee or beneficiary under any of the Prior Encumbrances.

(3) **BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE EASEMENT HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF GRANTOR'S PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY THEIR INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS SELLING THE**

EASEMENT WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED ON OR ARISING WITH RESPECT TO ANY SUCH VIOLATION OF ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

(4) GRANTEE WILL BE SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ANY IMPROVEMENTS THAT IT CONSTRUCTS WITHIN THE EASEMENT, THE OPERATION, MAINTENANCE, AND REPAIR THEREOF, AND ANY DAMAGES RESULTING FROM THE ACTIVITIES OF GRANTEE HEREUNDER OR GRANTEE'S USE OF THE EASEMENT, OR ANY OTHER PORTION OF GRANTOR'S PROPERTY BY GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, OR INVITEES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE GRANTOR PARTIES HARMLESS FROM ANY CLAIMS, COSTS, DAMAGES, EXPENSES, AND LEGAL FEES OR COSTS ASSOCIATED WITH ANY OF THE FOREGOING. NOTHING CONTAINED IN THIS INSTRUMENT WILL EVER BE CONSTRUED TO PLACE UPON GRANTOR ANY MANNER OF LIABILITY FOR INJURY TO OR DEATH OF PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR IN ANY MANNER CONNECTED WITH THE ACTS, CONDUCT, OR NEGLIGENCE OF GRANTEE, OR THEIR CONTRACTORS, IN THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF ANY IMPROVEMENT WITHIN THE EASEMENT.

(5) Grantee covenants and agrees that, in conducting its operations on Grantor's Property, Grantee shall comply with all applicable laws, statutes, rules, and regulations. In the event of any leak, spill or release of any hazardous substances caused by or arising from Grantee's operation of the improvements (a "Contamination"), Grantee shall take immediate action to stop such Contamination and to clean up and remediate any affected soil, groundwater or other areas in accordance with applicable laws, statutes, rules and regulations in compliance with the highest applicable standards.. Without limiting any of Grantor's rights or Grantee's obligations set forth elsewhere in this instrument, to the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, actions, judgements, fines, or other proceedings relating to a Contamination initiated against the Grantor Parties by any third party or governmental agency, and shall also promptly reimburse any costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Grantor to defend or resolve such proceedings, except to the extent such Contamination was caused by the negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors, customers, or invitees. The indemnity provision herein shall survive the termination of this instrument, provided the obligation arose prior to such termination.

INSURANCE:

(1) Grantee shall maintain policies of commercial general liability insurance as agreed with Grantor.

(2) Grantee shall furnish to Grantor certificates evidencing the insurance described in this Section 2, which insurance shall be issued by companies qualified and authorized to do business within the State of Texas and which shall name Grantor as an additional named insured.

Any use of the Easement or any other portion of Grantor's property by Grantee and any construction shall be done in compliance with applicable law.

[Signatures on next page.]

In witness whereof, this instrument is executed this _____ day of _____, 20__.

GRANTOR:

CF CSLK CALITERRA, LLC, a
Delaware limited liability company

By: _____

Title: _____

STATE OF TEXAS

§

CORPORATE ACKNOWLEDGMENT

§

COUNTY OF HAYS

§

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of said **CF CSLK CALITERRA, LLC**, a Delaware limited liability company.

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

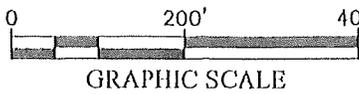
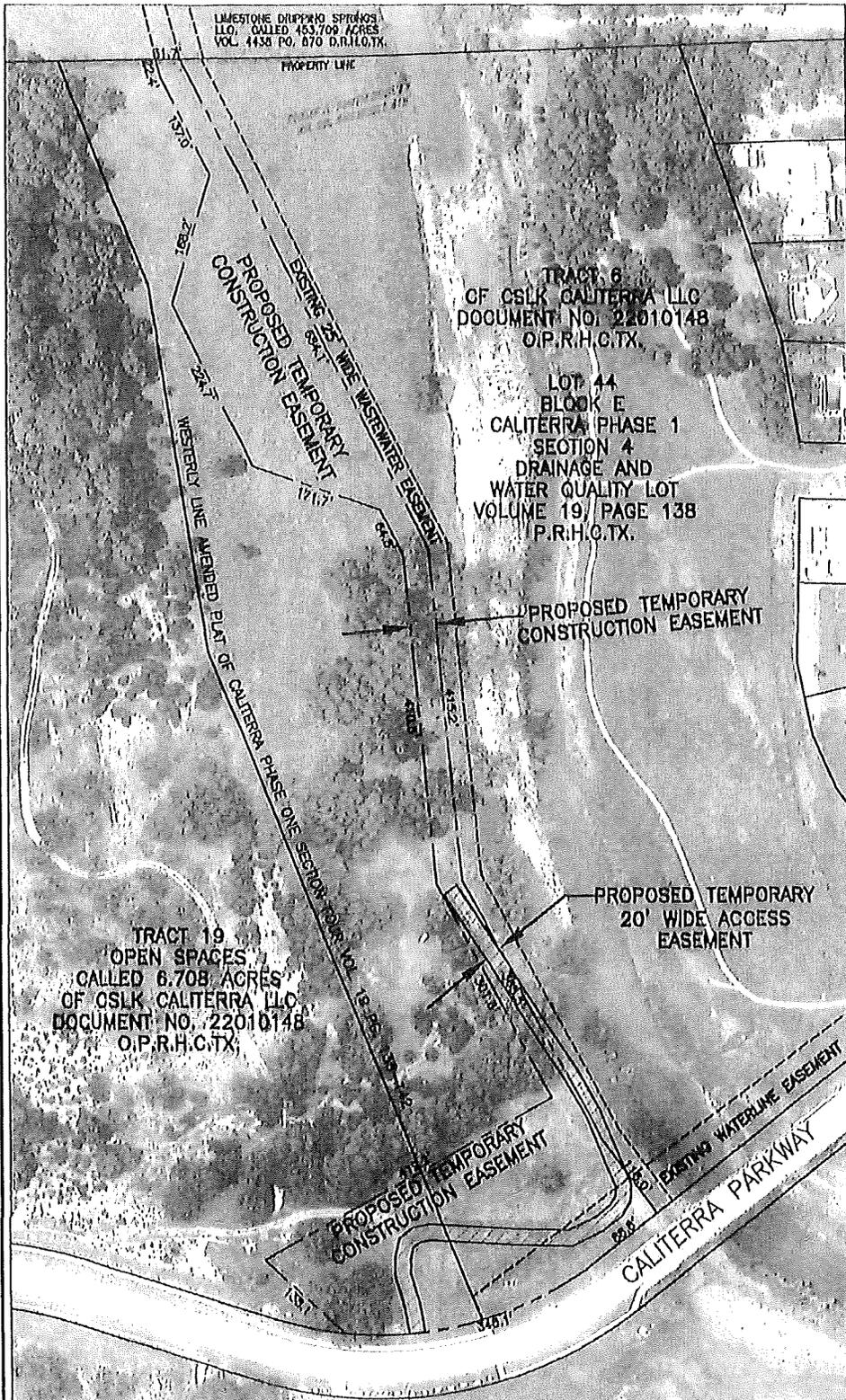


EXHIBIT FOR TEMPORARY ACCESS AND CONSTRUCTION EASEMENTS
SOUTH REGIONAL WATER RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



OWNER:
OF CSLK CALITERRA LLC

20' WIDE TEMPORARY ACCESS EASEMENT CONTAINING:
0.39 ACRES OR
17,149.9 SQ. FT.
858 LINEAR FEET

TEMPORARY CONSTRUCTION EASEMENT CONTAINING:
3.84 ACRES OR
167,158.1 SQ. FT.

P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS

JOB NUMBER: 47232
DATE: 7/22/2020
SCALE: 1"=200'
SURVEYOR: J. LORENON
TECHNICAL: L. MILLER
DRAWING: gcesars - TCF - Develop. Solutions
TRACT ID: Caliterra



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Of: 512.447.0575
Fax: 512.326.3029
email: info@sam.blz

Texas Firm Registration No. 10064300

PROJECT: TEMPORARY EASEMENTS
CITY OF DRIPPING SPRINGS

SHEET 1
OF 1

Exhibit B-1

EASEMENT

STATE OF TEXAS §
 § **KNOW ALL PEOPLE BY THESE PRESENTS:**
COUNTY OF HAYS §

**CITY OF DRIPPING SPRINGS
SANITARY SEWER EASEMENT**

THAT **CF CSLK CALITERRA LLC**, a Delaware limited liability company (“Grantor”), for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by The City of Dripping Springs, a general law city of Hays County, Texas (“City”), the receipt of which is hereby acknowledged, does grant, bargain and convey to the City, its successors and assigns, a permanent, exclusive easement for use and passage in, over, across, beneath, and along that certain parcel of land situated in Hays County, Texas, as described in the legal description attached hereto as Exhibit A (“Easement Area”), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground sanitary sewer lines (which may include collection lines, force mains, and treated effluent lines) and all attendant facilities thereto as the City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, manholes, manhole vents, lateral line connections, pipelines, junction boxes, and other appurtenant facilities (“Sanitary Sewer Easement”). It is intended by these presents to grant and convey the Sanitary Sewer Easement to the City as described above, with the usual rights of ingress and egress as the City may deem necessary in the use of such Sanitary Sewer Easement, at any time, in, over, across, upon, beneath, and along the Easement Area.

RESERVATIONS:

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself, its successors and assigns, all of the following (the “Reservations”):

- (1) Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Area (or grant to others the right to do the same) for any and all purposes that do not materially interfere with or prevent the use by City of the Easement Area for the Easement Purpose;
- (2) Grantor has the right, but not the obligation to perform landscaping activities including planting and maintaining trees and shrubbery located within the Easement Area without interference from City;
- (3) Grantor hereby retains, reserves and shall continue to enjoy all mineral interests in the Easement Area, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, in, on, and under and that may be produced and saved from the Easement Area or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith; and

ADDITIONAL TERMS:

The Easement and City's use thereof shall be subject to the following additional terms and conditions (the "**Additional Terms**"):

(1) City shall use commercially reasonable efforts to coordinate its access to the Easement Area with Grantor and to schedule such work at times that will not adversely affect Grantor's ability to access and use the Grantor's remainder property.

(2) City will (a) promptly remove all construction debris and other material remaining on the Easement Area; remove and repair 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 the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and restore the ground surface of the Easement Area as nearly as practicable to the vegetation, contour and condition of the property immediately prior to the date of the execution of the Easement and repair the Easement Area in a good and workmanlike manner to the same or better condition as the condition which existed immediately prior to the commencement of such construction including any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by the City; and (b) restore, at the City's sole cost and expense, any damage caused by the City or its agents, servants, employees, contractors, or subcontractors to Grantor's landscaping, grasses, trees, shrubbery, fences, buildings, improvements, drives, parking surfaces, or other property; or, if such damages cannot be reasonably restored by the City, pay Grantor or Grantor's licensees and occupants for the reasonable cost of such required repair and restoration.

(3) Prior to the start of construction of the improvements, the City agrees to install all barriers required by the Federal or State agency and the issued permit(s) to prevent loss of disturbed soil and may install temporary access roads and drainage facilities needed for access.

(4) This conveyance is made by Grantor and accepted by the City subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of Grantor's property is located, or that may be apparent on Grantor's property (the "**Prior Encumbrances**"). The City agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from or related to the City's exercise of any of the City's rights under or use of this Easement that affects any right or property of any the grantee or beneficiary under any of the Prior Encumbrances.

(5) Grantor shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area which interfere in any material way with the rights granted to the City hereunder, without the City's prior written consent, which the City may not unreasonably withhold or deny.

Grantor agrees that it shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area which interfere in any material way with the rights granted to the City hereunder, without the City's prior written consent, which the City may grant or withhold in its sole discretion.

TO HAVE AND TO HOLD the above described Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Sanitary Sewer Easement unto the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, to all existing liens, easements, encumbrances, reservations, rights-of-way, covenants, conditions and restrictions and all other matters of public record relating thereto, and all matters that are visible and apparent on the ground and/or that would be disclosed by an accurate survey or physical inspection of the Easement Area.

EXECUTED this the _____ day of _____, 2023.

GRANTOR:

CF CSLK CALITERRA LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2023, by _____, _____ [title] of CF CSLK Caliterra LLC , a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

Notary Public

[Notary Seal]

0.340 ACRE EASEMENT

[25 FOOT WIDE]

FIELD NOTE DESCRIPTION OF 0.340 ACRES OF LAND, PURPORTED TO BE OUT OF THE P.A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, BEING A PORTION OF THE NORTHEAST REMAINDER OF THAT CERTAIN 591.858 ACRE TRACT CONVEYED TO DEVELOPMENT SOLUTIONS CAT, LLC, BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 4682, PAGE 342, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 0.340 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron pipe found in the west right-of-way line of R.M. 12 [Ranch to Market Road No. 12], an 80 foot wide right-of-way, for the northeast corner of that certain 4.00 acre tract conveyed to F. Gayle Needham by Special Warranty Deed recorded in Volume 1633, Page 259, Official Public Records of Hays County, Texas, same being the southeast corner of the northeast remainder of said 591.858 acre tract and **POINT OF BEGINNING** of the herein described tract;

THENCE with the north line of said 4.00 acre tract and south line of said remainder, **N 85°59'48" W**, a distance of **591.67 feet** to a 5/8 inch iron rod found for the northwest corner of said 4.00 acre tract, northeast corner of that certain Lot 19, Block D, Caliterra Phase One, Section Two, a subdivision recorded in Volume 18, Page 262, Plat Records of Hays County, Texas, southeast corner of that certain Lot 23, Block D, Caliterra Phase One, Section Three, a subdivision recorded in Volume 18, Page 347, Plat Records of Hays County, Texas, and southwest corner of the herein described tract;

THENCE with the east line of said Lot 23, **N 01°19'02" W**, a distance of **25.11 feet** to the northwest corner of the herein described tract, from which a capped 1/2 inch iron rod [CMA 5911] found for the southeast corner of lot 27, Block B, of said Caliterra Phase One, Section Two bears **N 01°19'02" W**, a distance of 25.11 feet;

THENCE over and across said remainder of said 591.858 acre tract, **S 85°59'48" E**, a distance of **593.52 feet** to the west right-of-way line of said R.M. 12, for the northeast corner of the herein described tract;

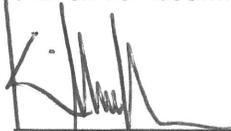
THENCE with the west right-of-way line of said R.M. 12, **S 02°55'04" W**, a distance of **25.00 feet** to the **POINT OF BEGINNING**, containing **0.340 acres**, more or less.

Together with a 25-foot wide temporary construction easement running parallel and adjacent to the north edge of the easement described herein and as shown in the attached sketch.

I, Kevin Mueller, do hereby certify that this description and associated sketch was prepared from a survey performed under my supervision during December of 2017 and July of 2018, and is true and correct to the best of my knowledge.

SKETCH TO ACCOMPANY FIELD NOTES

DATE OF SURVEY: DEC 2017/JUL 2018

 9 Jul 18

KEVIN MUELLER, RPLS No. 5911
230 MOURNING DOVE LANE
BUDA, TX 78610
PHONE (512) 492-5502



Exhibit B-2

EASEMENT

STATE OF TEXAS §
 § **KNOW ALL PEOPLE BY THESE PRESENTS:**
COUNTY OF HAYS §

**CITY OF DRIPPING SPRINGS
SANITARY SEWER EASEMENT**

THAT **CF CSLK CALITERRA LLC**, a Delaware limited liability company (“Grantor”), for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by The City of Dripping Springs, a general law city of Hays County, Texas (“City”), the receipt of which is hereby acknowledged, does grant, bargain and convey to the City, its successors and assigns, a permanent, exclusive easement for use and passage in, over, across, beneath, and along that certain parcel of land situated in Hays County, Texas, as described in the legal description attached hereto as Exhibit A (“Easement Area”), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground sanitary sewer lines (which may include collection lines, force mains, and treated effluent lines) and all attendant facilities thereto as the City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, manholes, manhole vents, lateral line connections, pipelines, junction boxes, and other appurtenant facilities (“Sanitary Sewer Easement”). It is intended by these presents to grant and convey the Sanitary Sewer Easement to the City as described above, with the usual rights of ingress and egress as the City may deem necessary in the use of such Sanitary Sewer Easement, at any time, in, over, across, upon, beneath, and along the Easement Area.

RESERVATIONS:

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself, its successors and assigns, all of the following (the “**Reservations**”):

(1) Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Area (or grant to others the right to do the same) for any and all purposes that do not materially interfere with or prevent the use by City of the Easement Area for the Easement Purpose;

(2) Grantor has the right, but not the obligation to perform landscaping activities including planting and maintaining trees and shrubbery located within the Easement Area without interference from City;

(3) Grantor hereby retains, reserves and shall continue to enjoy all mineral interests in the Easement Area, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, in, on, and under and that may be produced and saved from the Easement Area or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith; and

ADDITIONAL TERMS:

The Easement and City’s use thereof shall be subject to the following additional terms and conditions (the “**Additional Terms**”):

(1) City shall use commercially reasonable efforts to coordinate its access to the Easement Area with Grantor and to schedule such work at times that will not adversely affect Grantor’s ability to access and use the Grantor’s remainder property.

(2) City will (a) promptly remove all construction debris and other material remaining on the Easement Area; remove and repair 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 the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and restore the ground surface of the Easement Area as nearly as practicable to the vegetation, contour and condition of the property immediately prior to the date of the execution of the Easement and repair the Easement Area in a good and workmanlike manner to the same or better condition as the condition which existed immediately prior to the commencement of such construction including any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by the City; and (b) restore, at the City’s sole cost and expense, any damage caused by the City or its agents, servants, employees, contractors, or subcontractors to Grantor’s landscaping, grasses, trees, shrubbery, fences, buildings, improvements, drives, parking surfaces, or other property; or, if such damages cannot be reasonably restored by the City, pay Grantor or Grantor’s licensees and occupants for the reasonable cost of such required repair and restoration.

(3) Prior to the start of construction of the improvements, the City agrees to install all barriers required by the Federal or State agency and the issued permit(s) to prevent loss of disturbed soil and may install temporary access roads and drainage facilities needed for access.

(4) This conveyance is made by Grantor and accepted by the City subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of Grantor’s property is located, or that may be apparent on Grantor’s property (the “**Prior Encumbrances**”). The City agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a “Grantor Party” and, collectively, the “Grantor Parties”) harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from or related to the City’s exercise of any of the City’s rights under or use of this Easement that affects any right or property of any the grantee or beneficiary under any of the Prior Encumbrances.

(5) Grantor shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area which interfere in any material way with the rights granted to the City hereunder, without the City’s prior written consent, which the City may not unreasonably withhold or deny.

TO HAVE AND TO HOLD the above described Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto belonging unto the City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Sanitary Sewer Easement unto the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, to all existing liens, easements, encumbrances, reservations, rights-of-way, covenants, conditions and restrictions and all other matters of public record relating thereto, and all matters that are visible and apparent on the ground and/or that would be disclosed by an accurate survey or physical inspection of the Easement Area.

EXECUTED this the _____ day of _____, 2023.

GRANTOR:

CF CSLK CALITERRA LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2023, by _____, _____ [title] of CF CSLK Caliterra LLC , a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

Notary Public

[Notary Seal]

0.203 ACRE EASEMENT
[25 FOOT WIDE]

FIELD NOTE DESCRIPTION OF 0.203 ACRES OF LAND, BEING A PORTION OF LOT 23, BLOCK D, CALITERRA, PHASE ONE, SECTION THREE, A SUBDIVISION RECORDED IN VOLUME 18, PAGE 347, PLAT RECORDS OF HAYS COUNTY, TEXAS, SAID 0.203 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod found for the northwest corner of that certain 4.00 acre tract conveyed to F. Gayle Needham by Special Warranty Deed recorded in Volume 1633, Page 259, Official Public Records of Hays County, Texas, same being the southeast corner of said Lot 23, northeast corner of Lot 19, Block D, Caliterra, Phase One, Section Two, a subdivision recorded in Volume 18. Page 262, Plat Records of Hays County, Texas, and **POINT OF BEGINNING** of the herein described tract;

THENCE with the south line of said Lot 23, **N 85°59'55" W**, a distance of **356.52 feet** to a capped 1/2 inch iron rod [CMA] found in the east right-of-way line of Waters View Court (having a width of 50 feet), for the southwest corner of the herein described tract;

THENCE with said east right-of-way line the following two (2) courses:

- 1) **N 12°37'00" E**, a distance of **4.95 feet** to a calculated point of curvature, and
- 2) along said curve to the left, having a radius of 225.00 feet, an arc length of 20.23 feet, a chord bearing of **N 10°02'28" E**, and a chord distance of **20.22 feet** to the northwest corner of the herein described tract, from which a capped 1/2 inch iron rod [CMA] found in said curving east right-of-way line bears, **N 02°53'44" E**, a distance of 35.86 feet;

THENCE over and across said Lot 23, **S 85°59'55" E**, a distance of **351.33 feet** to the east line of said Lot 23 for the northeast corner of the herein described tract, from which a capped 1/2 inch iron rod [CMA] found for the northeast corner of said Lot 23 bears **N 01°19'02" W**, a distance of 35.94 feet;

THENCE with the east line of said Lot 23, **S 01°19'02" E**, a distance of **25.11 feet** to the **POINT OF BEGINNING**, containing **0.203 acres**, more or less.

Together with a 25-foot wide temporary construction easement running parallel and adjacent to the north edge of the easement described herein and as shown in the attached sketch.

I, Kevin Mueller, do hereby certify that this description and associated sketch was prepared from a survey performed under my supervision during December of 2017 and July 2018, and is true and correct to the best of my knowledge.

SKETCH TO ACCOMPANY FIELD NOTES

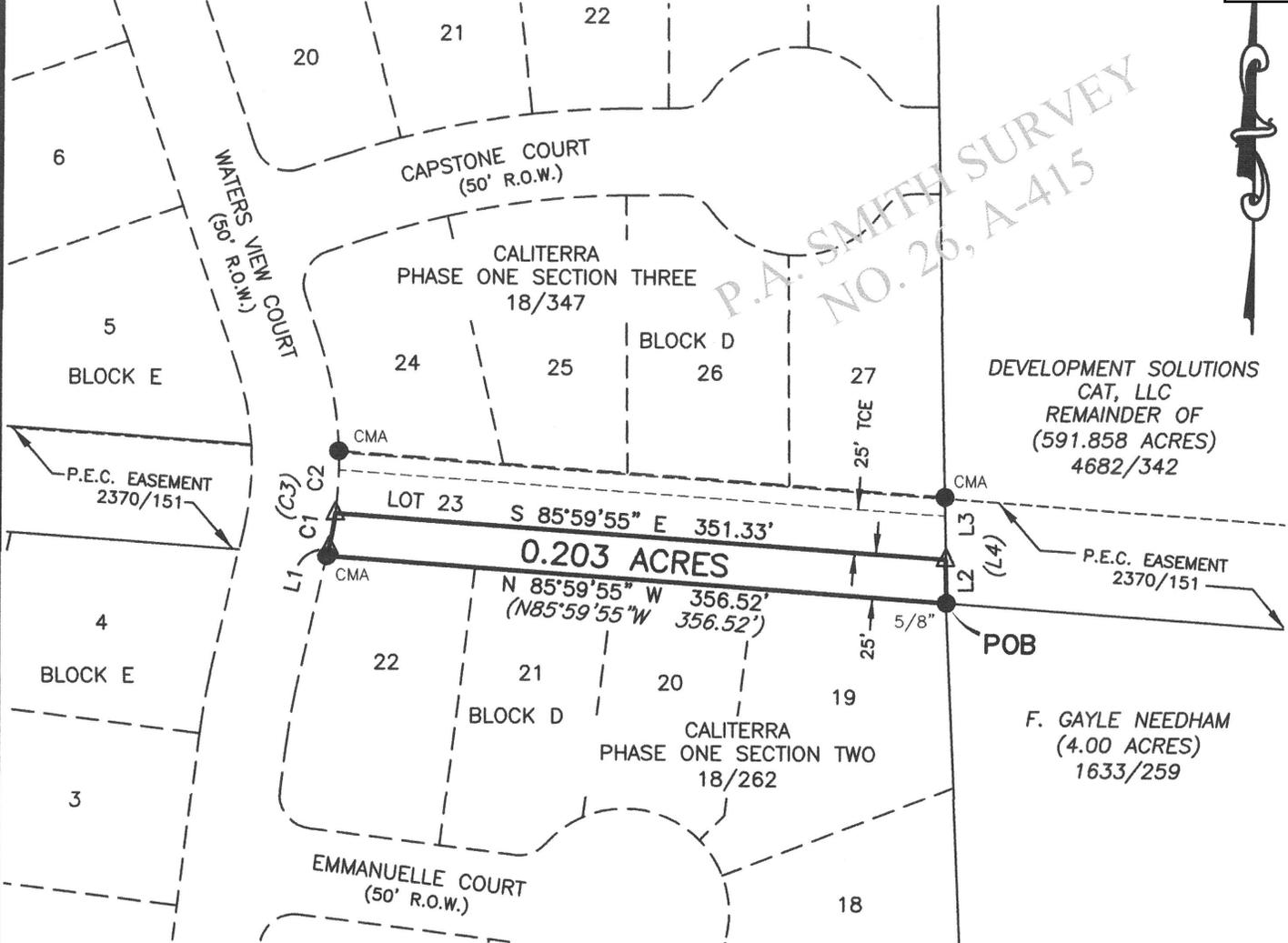
DATE OF SURVEY: DEC 2017/JUL 2018

 9 Jul 18

 KEVIN MUELLER, RPLS No. 5911
 230 MOURNING DOVE LANE
 BUDA, TX 78610
 (512) 492-5502



EXHIBIT A



P.A. SMITH SURVEY
NO. 26, A-415

LEGEND

- IRON ROD FOUND (SIZE/CAP AS NOTED)
- △ CALCULATED POINT
- TCE TEMPORARY CONSTRUCTION EASEMENT
- () RECORD INFORMATION

K. Mueller
9 Jul 18



LINE	BEARING	DISTANCE
L1	N 12°37'00" E	4.95'
(L1)	N 12°37'00" E	4.95'
L2	S 01°19'02" E	25.11'
L3	N 01°19'02" W	35.94'
(L4)	S 01°19'02" E	61.04'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	225.00'	20.23'	20.22'	N 10°02'28" E
C2	225.00'	35.90'	35.86'	N 02°53'44" E
(C3)	225.00'	56.12'	55.98'	N 05°28'15" E

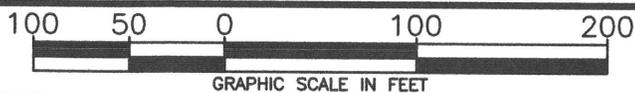
KEVIN MUELLER
(512) 492-5502

230 MOURNING DOVE LN
BUDA, TX 78610

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. NO ATTEMPT HAS BEEN MADE TO LOCATE ANY IMPROVEMENTS, EASEMENTS, OR RIGHTS OF WAY NOT SHOWN HEREON.

BEARING BASIS: STATE PLANE COORDINATE SYSTEM (4204 - TEXAS SOUTH CENTRAL)

SKETCH TO ACCOMPANY FIELD NOTES OF
25' WIDE EASEMENT
[0.203 ACRES]
HAYS COUNTY, TEXAS



JOB: 1695-001	EXHIBIT: A
FN: 17-013	PAGE: 2 OF 2

Exhibit B-3

EASEMENT

STATE OF TEXAS §
COUNTY OF HAYS § KNOW ALL PEOPLE BY THESE PRESENTS: §

CITY OF DRIPPING SPRINGS
SANITARY SEWER EASEMENT

THAT CF CSLK CALITERRA LLC, a Delaware limited liability company ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by The City of Dripping Springs, a general law city of Hays County, Texas ("City"), the receipt of which is hereby acknowledged, does grant, bargain and convey to the City, its successors and assigns, a permanent, exclusive easement for use and passage in, over, across, beneath, and along that certain parcel of land situated in Hays County, Texas, as described in the legal description attached hereto as Exhibit A ("Easement Area"), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground sanitary sewer lines (which may include collection lines, force mains, and treated effluent lines) and all attendant facilities thereto as the City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, manholes, manhole vents, lateral line connections, pipelines, junction boxes, and other appurtenant facilities ("Sanitary Sewer Easement"). It is intended by these presents to grant and convey the Sanitary Sewer Easement to the City as described above, with the usual rights of ingress and egress as the City may deem necessary in the use of such Sanitary Sewer Easement, at any time, in, over, across, upon, beneath, and along the Easement Area.

RESERVATIONS:

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself, its successors and assigns, all of the following (the "Reservations"):

- (1) Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Area (or grant to others the right to do the same) for any and all purposes that do not materially interfere with or prevent the use by City of the Easement Area for the Easement Purpose;
(2) Grantor has the right, but not the obligation to perform landscaping activities including planting and maintaining trees and shrubbery located within the Easement Area without interference from City;
(3) Grantor hereby retains, reserves and shall continue to enjoy all mineral interests in the Easement Area, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, in, on, and under and that may be produced and saved from the Easement Area or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith; and

ADDITIONAL TERMS:

The Easement and City's use thereof shall be subject to the following additional terms and conditions (the "**Additional Terms**"):

(1) City shall use commercially reasonable efforts to coordinate its access to the Easement Area with Grantor and to schedule such work at times that will not adversely affect Grantor's ability to access and use the Grantor's remainder property.

(2) City will (a) promptly remove all construction debris and other material remaining on the Easement Area; remove and repair 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 the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and restore the ground surface of the Easement Area as nearly as practicable to the vegetation, contour and condition of the property immediately prior to the date of the execution of the Easement and repair the Easement Area in a good and workmanlike manner to the same or better condition as the condition which existed immediately prior to the commencement of such construction including any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by the City; and (b) restore, at the City's sole cost and expense, any damage caused by the City or its agents, servants, employees, contractors, or subcontractors to Grantor's landscaping, grasses, trees, shrubbery, fences, buildings, improvements, drives, parking surfaces, or other property; or, if such damages cannot be reasonably restored by the City, pay Grantor or Grantor's licensees and occupants for the reasonable cost of such required repair and restoration.

(3) Prior to the start of construction of the improvements, the City agrees to install all barriers required by the Federal or State agency and the issued permit(s) to prevent loss of disturbed soil and may install temporary access roads and drainage facilities needed for access.

(4) This conveyance is made by Grantor and accepted by the City subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of Grantor's property is located, or that may be apparent on Grantor's property (the "**Prior Encumbrances**"). The City agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from or related to the City's exercise of any of the City's rights under or use of this Easement that affects any right or property of any the grantee or beneficiary under any of the Prior Encumbrances.

(5) Grantor shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area which interfere in any material way with the rights granted to the City hereunder, without the City's prior written consent, which the City may not unreasonably withhold or deny.

Grantor agrees that it shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area which interfere in any material way with the rights granted to the City hereunder, without the City's prior written consent, which the City may grant or withhold in its sole discretion.

TO HAVE AND TO HOLD the above described Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Sanitary Sewer Easement unto the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, to all existing liens, easements, encumbrances, reservations, rights-of-way, covenants, conditions and restrictions and all other matters of public record relating thereto, and all matters that are visible and apparent on the ground and/or that would be disclosed by an accurate survey or physical inspection of the Easement Area.

EXECUTED this the _____ day of _____, 2023.

GRANTOR:

CF CSLK CALITERRA LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2023, by _____, _____ [title] of CF CSLK Caliterra LLC , a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

Notary Public

[Notary Seal]

0.765 ACRE EASEMENT

FIELD NOTE DESCRIPTION OF 0.762 ACRES OF LAND, BEING A PORTION OF LOT 25, BLOCK E, CALITERRA, PHASE ONE, SECTION FOUR AMENDED, A SUBDIVISION RECORDED IN VOLUME 19, PAGE 138, PLAT RECORDS OF HAYS COUNTY, TEXAS, SAID 0.762 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the west right-of-way line of Waters View Court (having a width of 50 feet) for the northeast corner of Lot 4, Block E, Caliterra Phase One, Section Two, a subdivision recorded in Volume 18, Page 262, Plat Records of Hays County, Texas, same being an angle point in the east line of said Lot 25, for the **POINT OF BEGINNING** and southeast corner of the herein described tract;

THENCE, N 85°59'55" W, at 131.48 feet passing a capped 1/2 inch iron rod found for the northwest corner of said Lot 4, and continuing over and across said Lot 25, for a total distance of **298.83 feet** to the southernmost southwest corner of the herein described tract;

THENCE continuing over and across said Lot 25 the following eight (8) courses:

- 1) **N 25°28'30" W**, a distance of **852.21 feet**,
- 2) **S 64°31'30" W**, a distance of **15.00 feet**,
- 3) **N 25°28'30" W**, a distance of **53.81 feet**,
- 4) **N 70°28'30" W**, a distance of **19.83 feet**,
- 5) **N 34°49'02" W**, a distance of **72.04 feet**,
- 6) **S 88°30'03" W**, a distance of **28.33 feet**,
- 7) **S 87°20'03" W**, a distance of **8.99 feet**, and
- 8) **N 02°39'57" W**, a distance of **15.00 feet** to a point in the north line of said Lot 25 and northwest corner of the herein described tract, from which a 5/8 inch iron rod found for an angle point in the north line of said Lot 25 bears **S 87°20'03" W**, a distance of **123.17 feet**;

THENCE with the north line of said lot 25 the following two (2) courses:

- 1) **N 87°20'03" E**, a distance of **9.14 feet** to a capped 1/2 inch iron rod [5911], and
- 2) **N 88°30'03" E**, a distance of **36.57 feet**;

THENCE over and across said Lot 25 the following four (4) courses:

- 1) **S 34°49'02" E**, a distance of **75.34 feet**,
- 2) **N 64°31'30" E**, a distance of **40.00 feet**,
- 3) **S 25°28'30" E**, a distance of **912.62 feet**, and
- 4) **S 85°59'55" E**, a distance of **287.57 feet** to a point in the curving west right-of-way line of said Waters View Court, from which a capped 1/2 inch iron rod [CMA] found in said curving west right-of-way line for the southeast corner of Lot 5, Block E, of said Caliterra Phase One, Section Three, bears **N 02°34'27" E**, a distance of **35.87**;

THENCE along said curve to the right, having a radius of 175.00 feet, an arc length of 12.71 feet, a chord bearing of **S 10°32'10" W**, and a chord distance of **12.71 feet** to a capped 1/2 inch iron rod [CMA] found for a Point of Tangency;

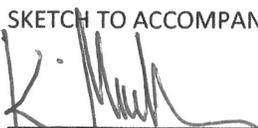
THENCE continuing with said west right-of-way line, **S 12°37'00" W**, a distance of **12.52 feet** to the **POINT OF BEGINNING**, containing **0.765 acres**, more or less.

Together with a 25-foot wide temporary construction easement running parallel and adjacent to the north and east edge of the easement described herein and as shown on the attached sketch.

I, Kevin Mueller, do hereby certify that this description and associated sketch was prepared from a survey performed under my supervision during December of 2017 and July of 2018, and is true and correct to the best of my knowledge.

SKETCH TO ACCOMPANY FIELD NOTES

DATE OF SURVEY: DEC 2017/JUL 2018

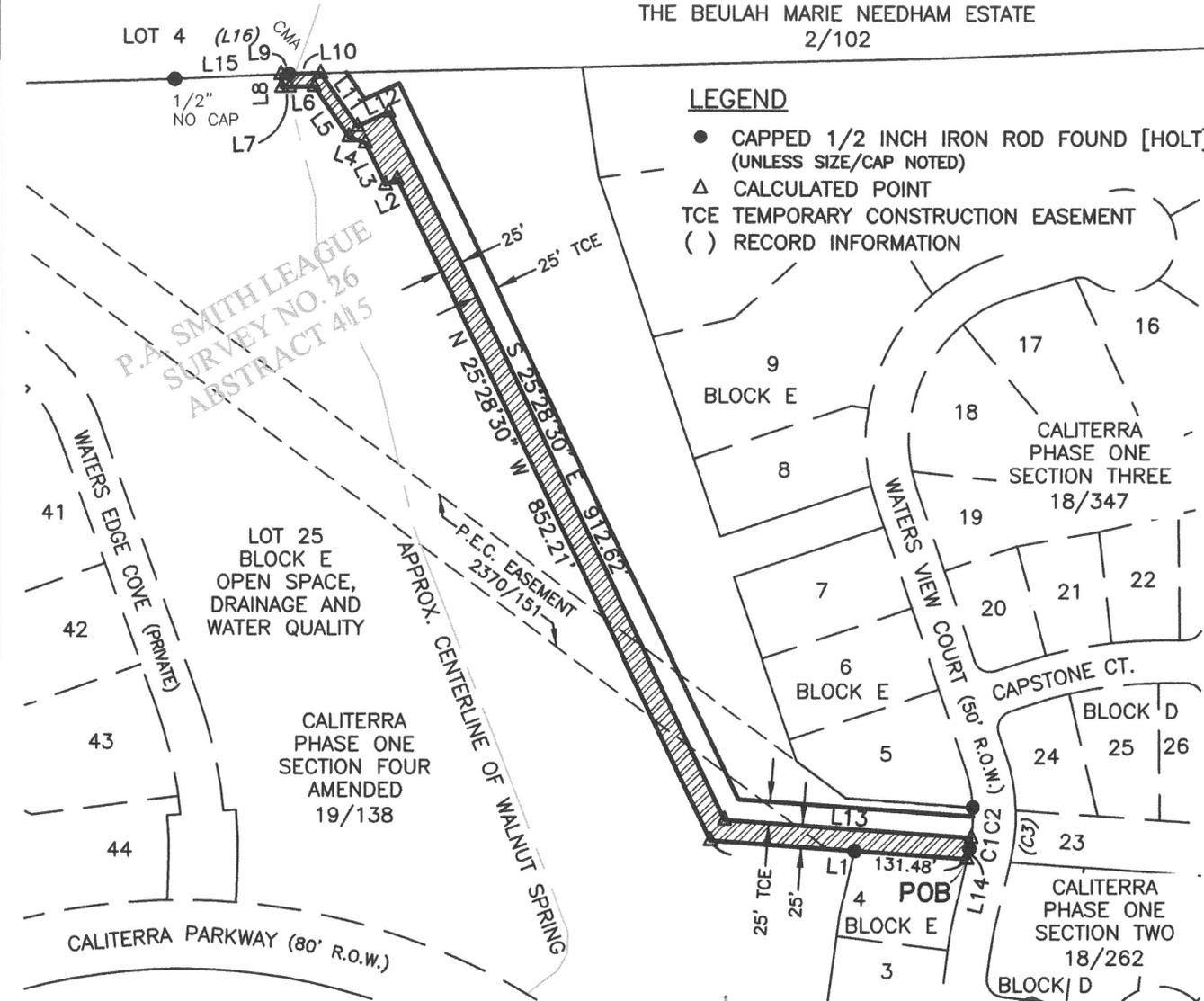
 9 JUL 18

KEVIN MUELLER, RPLS No. 5911
230 MOURNING DOVE LANE
BUDA, TX 78610
(512) 492-5502



EXHIBIT A

THE BEULAH MARIE NEEDHAM ESTATE
2/102



LEGEND

- CAPPED 1/2 INCH IRON ROD FOUND [HOLT] (UNLESS SIZE/CAP NOTED)
- △ CALCULATED POINT
- TCE TEMPORARY CONSTRUCTION EASEMENT
- () RECORD INFORMATION

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 85°59'55" W	298.83'	L10	N 88°30'03" E	36.57'
L2	S 64°31'30" W	15.00'	(L10)	N 88°30'03" E	---
L3	N 25°28'30" W	53.81'	L11	S 34°49'02" E	75.34'
L4	N 70°28'30" W	19.83'	L12	N 64°31'30" E	40.00'
L5	N 34°49'02" W	72.04'	L13	S 85°59'55" E	287.57'
L6	S 88°30'03" W	28.33'	L14	S 12°37'00" W	12.52'
L7	S 87°20'03" W	8.99'	(L14)	S 12°37' W	12.52'
L8	N 02°39'57" W	15.00'	L15	S 87°20'03" W	123.17'
L9	N 87°20'03" E	9.14'	(L16)	S 87°20'03" W	132.32'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	175.00'	12.71'	12.71'	S 10°32'10" W
C2	175.00'	35.93'	35.87'	N 02°34'27" E
(C3)	175.00'	56.12'	55.98'	S 05°28'15" W

Kevin Mueller
9-Jul 18



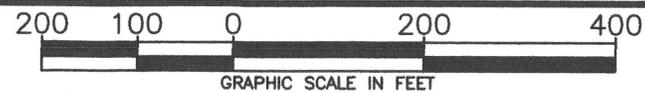
KEVIN MUELLER
(512) 492-5502

230 MOURNING DOVE LN
BUDA, TX 78610

SKETCH TO ACCOMPANY FIELD NOTES OF

0.765 ACRE EASEMENT

HAYS COUNTY, TEXAS



JOB: 1695-001

EXHIBIT: A

FN: 17-014

PAGE: 3 OF 3

Exhibit C



DRIPPING SPRINGS
Texas

August 21, 2023

To:
Accounts Payable
Development Solutions CAT
12222 Merit Dr. Suite 1020
Dallas, TX 75251

Project/ID:
Caliterra

Reimbursement of:
Professional Services
as Authorized by City's
Fee Schedule Ordinance

Previously Billed: General Fund **7,495.21**

General Fund: 100-000-28308

9/30/2021	Gilpin Engineering	Engineering	\$	37.50
9/30/2021	Gilpin Engineering	Engineering	\$	600.00
9/30/2021	Gilpin Engineering	Engineering	\$	75.00
9/30/2021	Gilpin Engineering	Engineering	\$	37.50
4/29/2022	Gilpin Engineering	Engineering	\$	112.50
4/29/2022	Gilpin Engineering	Engineering	\$	450.00
7/13/2022	Gilpin Engineering	Engineering	\$	75.00
7/13/2022	Gilpin Engineering	Engineering	\$	37.50
9/30/2022	Gilpin Engineering	Engineering	\$	112.50
9/30/2022	Gilpin Engineering	Engineering	\$	112.50
9/30/2022	Gilpin Engineering	Engineering	\$	75.00
9/30/2022	Gilpin Engineering	Engineering	\$	1,387.50
9/30/2022	Gilpin Engineering	Engineering	\$	1,350.00
			\$	4,462.50

General Fund: 100-000-28575

8/31/2021	Gilpin Engineering	Engineering	\$	337.50
8/31/2021	Gilpin Engineering	Engineering	\$	37.50
8/31/2021	Gilpin Engineering	Engineering	\$	150.00
			\$	525.00

General Fund: 100-000-10943 (Carter Tract)

7/13/2022	Gilpin Engineering	Engineering	\$	75.00
			\$	75.00

Remit Payment To: City of Drizzling Springs P.O. Box 384, Drizzling Springs, TX 78620
 Contact: A. Jamieson, Clerk (512) 858-4725 ajamieson@cityofdrippingssprings.com
 If you have already paid, please disregard this invoice.

Previously Billed: Utility Fund

34,788.48

Item # 9.

Wastewater: 400-000-11007

4/13/2021	CMA Engineering	Engineering	\$	579.00
6/14/2021	CMA Engineering	Engineering	\$	1,194.49
6/14/2021	CMA Engineering	Engineering	\$	1,976.42
6/14/2021	CMA Engineering	Engineering	\$	360.90
8/13/2021	CMA Engineering	Engineering	\$	267.50
8/30/2021	CMA Engineering	Engineering	\$	1,623.93
9/22/2021	CMA Engineering	Engineering	\$	360.80
9/30/2021	CMA Engineering	Engineering	\$	1,742.05
1/12/2022	The AL Law Group	Legal	\$	900.00
3/9/2022	Burgess & Niple, Inc	Engineering	\$	441.56
4/20/2022	The AL Law Group	Legal	\$	168.75
4/29/2022	Burgess & Niple, Inc	Engineering	\$	1,467.50
6/23/2022	Burgess & Niple, Inc	Engineering	\$	2,392.50
6/23/2022	Burgess & Niple, Inc	Engineering	\$	952.05
6/23/2022	Burgess & Niple, Inc	Engineering	\$	617.39
9/27/2022	Burgess & Niple, Inc	Engineering	\$	1,062.50
9/27/2022	Burgess & Niple, Inc	Engineering	\$	146.88
12/13/2022	Burgess & Niple, Inc	Engineering	\$	605.00
1/19/2023	Burgess & Niple, Inc	Engineering	\$	1,074.75
3/24/2023	Burgess & Niple, Inc	Engineering	\$	1,750.00
			\$	19,683.97

Wastewater: 400-000-10943 (Carter Tract)

3/24/2023	Burgess & Niple, Inc	Engineering	\$	167.50
3/24/2023	The AL Law Group	Legal	\$	365.63
3/24/2023	The AL Law Group	Legal	\$	225.00
			\$	758.13

Subtotal	\$	67,788.29
DUE UPON RECEIPT	\$	67,788.29

PLEASE SUBMIT WITH PAYMENT

Date: August 21, 2023										
										
Project/ID: Caliterra 0	<table border="1"> <tr><td>Subtotal:</td><td>\$</td><td>67,788.29</td></tr> <tr><td>Admin Fee</td><td>\$</td><td>-</td></tr> <tr><td>Total:</td><td>\$</td><td>67,788.29</td></tr> </table>	Subtotal:	\$	67,788.29	Admin Fee	\$	-	Total:	\$	67,788.29
Subtotal:	\$	67,788.29								
Admin Fee	\$	-								
Total:	\$	67,788.29								

Remit Payment To: City of Dripping Springs P.O. Box 384, Dripping Springs, TX 78620
 Contact: A. Jamieson, Clerk (512) 858-4725 ajamieson@cityofdrippingsprings.com
 If you have already paid, please disregard this invoice.



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384 • Dripping Springs, TX 78620

512.858.4725 • www.cityofdrippingsprings.com

Gateway to the Hill Country

March 12, 2021

<u>To:</u> Accounts Payable Development Solutions CAT 12222 Merit Dr. Suite 1020 Dallas, TX 75251	<u>Project/ID:</u> Caliterra 285759	<u>Reimbursement of:</u> Professional Services as Authorized by City's Fee Schedule Ordinance
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Begininning Balance	\$6,707.71
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Gilpin Engineering	1/19/21	Engineering Fees	\$187.50
Gilpin Engineering	1/19/21	Engineering Fees	\$450.00
Gilpin Engineering	1/19/21	Engineering Fees	\$150.00

Subtotal	\$7,495.21
DUE UPON RECEIPT	\$7,495.21

Remit Payment To: City of Dripping Springs P.O. Box 384, Dripping Springs, TX 78620
Contact: Gina Gillis, City Treasurer (512) 858-4725 ggillis@cityofdrippingsprings.com



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

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: December 5, 2023

Agenda Item Wording: **Discuss and consider approval of a Resolution to cast eighteen (18) votes towards the Election of Members of the Hays County Appraisal District Board of Directors.** *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: Six nominees were submitted by the taxing entities to be considered for a place on the Hays Central Appraisal District Board of Directors for the 2024 term of office. The City of Dripping Springs may cast 18 votes to select five members to the Board. The city may cast all its votes for one candidate or distribute them among any number of candidates. The votes are due to the Chief Appraiser by December 15th.

The function of the Hays Central Appraisal District Board of Directors is to adopt the Appraisal District's operating budget, contract for necessary services, appoint the Appraisal Review Board members, and make general policies on the Appraisal District's operations.

The nominees are Jeffrey Alystock, Joe Castillo, Nathan Cross, Jane Hughston, Norah Puente, and Meredith Schawe.

In July 2023, Mr. Leonard Olson resigned as the Dripping Springs ISD representative on the Hays CAD Board of Directors. On August 28, 2023, DSISD appointed Jeffrey Alystock to serve out the remainder of the term. On September 25, 2023, DSISD nominated Jeffrey Alystock as a candidate to run for election to the Hays CAD Board of Directors for the term beginning January 1, 2024, and ending on January 1, 2025. On November 13th DSISD cast all 902 of its votes for Jeffrey Alystock.

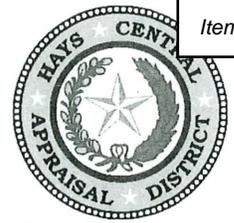
Commission Recommendations: N/A

Recommended Council Actions: Approve the resolution casting 18 votes for the candidate(s) of City Council's choosing.

Attachments: Memo, ballot, resolution.

Next Steps/Schedule: Send Chief Appraiser executed resolution.

Hays Central Appraisal District



Item # 11.

512-268-2522 ■ Lex Word Building ■ 21001 IH 35 ■ Kyle, Texas 78640 ■ info@hayscad.com

MEMORANDUM

Received

OCT 27 2023

City of Dripping Springs

To: Voting Jurisdictions
From: Laura Raven, Chief Appraiser
Date: October 25, 2023

Subject: Election of Board of Directors

Six nominees were submitted by the taxing entities to be considered for a place on the Hays Central Appraisal District Board of Directors for the 2024 term of office. Enclosed please find the official ballot and the number of votes for each voting jurisdiction to select **five members (5)** to the Hays CAD Board.

The governing body of each taxing unit that is entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser before December 15, 2023. *[PTC 6.031(k-1) Taxing units entitled to cast at least 5% of the total votes (Hays County, Dripping Springs ISD, Hays CISD, San Marcos CISD and Wimberley ISD) must determine their vote by resolution adopted at the 1st or 2nd open meeting of the governing body that is held after the date the chief delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.]*

The unit may cast all its votes for one candidate or may distribute its votes among any number of candidates. A voting unit must cast its votes for a person nominated and named on the ballot. There is no provision for write-in candidates. The chief appraiser may not count votes for someone not listed on the official ballot.

Submit resolution and ballot to lraven@hayscad.com.

DEADLINE for submission of ballot: Before December 15, 2023

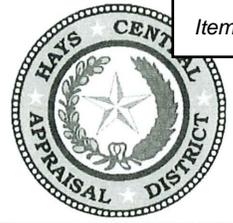
CALCULATION OF VOTES
2024 BOARD ELECTION

Item # 11.

CODE	JURISDICTION	2022 TAX LEVY	VOTE PERCENTAGE	NUMBER OF VOTES
ACCD	AUSTIN COMMUNITY COLLEGE DIST	\$15,712,896.39	0.0224	112
CAU	CITY OF AUSTIN	\$1,107,710.34	0.0016	8
CBC	(CITY OF) VILLAGE OF BEAR CREEK	\$71,652.46	0.0001	1
CBU	CITY OF BUDA	\$9,253,888.08	0.0132	66
CDS	CITY OF DRIPPING SPRINGS	\$2,594,783.83	0.0037	18
CHA	CITY OF HAYS	\$20,539.62	0.0000	0
CKY	CITY OF KYLE	\$27,402,592.14	0.0390	195
CMC	CITY OF MOUNTAIN CITY	\$93,744.81	0.0001	1
CNI	CITY OF NIEDERWALD	\$70,060.02	0.0001	0
CSM	CITY OF SAN MARCOS	\$48,284,830.56	0.0688	344
CUH	CITY OF UHLAND	\$247,873.18	0.0004	2
CWC	CITY OF WOODCREEK	\$585,293.52	0.0008	4
GHA	HAYS COUNTY	\$121,076,493.15	0.1725	863
RSP	SPECIAL ROAD	***	0.0000	0
SBL	BLANCO ISD	\$1,114,218.81	0.0016	8
SCO	COMAL ISD	\$722,178.47	0.0010	5
SDS	DRIPPING SPRINGS ISD	\$126,664,275.83	0.1805	902
SHA	HAYS CISD	\$207,090,563.89	0.2951	1475
SJC	JOHNSON CITY ISD	\$1,506,718.91	0.0021	11
SSM	SAN MARCOS CISD	\$94,599,017.45	0.1348	674
SWI	WIMBERLEY ISD	\$43,610,958.68	0.0621	311
		\$701,830,290.14	1.0000	5000
6.03(d)	Voting entitlement is determined by dividing the total dollar amount of property taxes imposed in the preceding year by the sum of the total dollar amount of taxes imposed by each taxing unit entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled.			
	Report created 08/25/2023			
	Levy after 2022 Supplement #16			
***	Levy included with Hays County	\$6,771,989.90		
	Laura Raven, Chief Appraiser			
	Hays Central Appraisal District			



**Hays
Central
Appraisal
District**



Item # 11.

512-268-2522 ■ Lex Word Building ■ 21001 IH 35 ■ Kyle, Texas 78640

OFFICIAL BALLOT TO SELECT FIVE (5)
DIRECTORS TO THE HAYS CAD BOARD
2024 TERM OF OFFICE

NOMINEES

NUMBER OF VOTES CAST

Aylstock, Jeffrey

Castillo, Joe

Cross, Nathan

Hughson, Jane

Puente, Norah

Schawe, Meredith

Taxing Unit: _____

Resolution Date: _____

Presiding Officer Signature

Return resolution and ballot to lraven@hayscad.com before December 15, 2023.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2023-R__

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS TO CAST EIGHTEEN (18) VOTES TOWARD THE ELECTION MEMBER(S) OF THE HAYS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, the City of Dripping Springs is authorized to cast votes for the Board of Directors for the Appraisal District pursuant to Section 6.03 of the Texas Tax Code; and

WHEREAS, the City of Dripping Springs has been advised by the Chief Appraiser of the Hays County Central Appraisal District, that the City has been allocated a total of EIGHTEEN (18) votes which may be cast, all or in part for the FIVE (5) candidate(s) of choice, for the Board of Directors, Hays Central Appraisal District.

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

THAT the City of Dripping Springs, Texas hereby casts a total of EIGHTEEN (18) votes toward the election of member(s) of the Hays Central Appraisal District Board of Directors as follows:

<i>CANDIDATE</i>	<i>VOTES</i>
Jeffrey Aylstock	_____
Joe Castillo	_____
Nathan Cross	_____
Jane Hughson	_____
Norah Puente	_____
Meredith Schawe	_____

FURTHER, that the City Council of the City of Dripping Springs submits the Official Ballot, attached hereto, as issued by the Chief Appraiser, stating the vote for candidates for the election of the Board of Directors for the Hays Central Appraisal District for 2022-2023.

PASSED, ADOPTED AND APPROVED, this the 5th day of December 2023.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Approval with conditions
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Approval with conditions
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Waiting for Resubmittal
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Waiting for Resubmittal
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Forcemains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater forcemains to connect with Dripping Springs WWTP	Approved with conditions
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of which are residential and 1 will be landscaping	Approved with conditions
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved with conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0046 Kali Kate	ETJ	4550 FM 967	City of Dripping Springs and City of Buda Interlocal Agreement	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Approval with Conditions
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting for Resubmittal
SUB2022-0049 Serenity Hills	ETJ	1111 HAYS COUNTRY ACRES ROAD	50 Lot subdivision in Dripping Springs ETJ	Approval with conditions
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Under Review
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting for Resubmittal
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Waiting for Resubmittal
SUB2023-0005 Skylight Hills Prelim	ETJ	13001 & 13111 High Sierra	Creating 11 residential lots in the ETJ	Under Review
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Waiting for Resubmittal
SUB2023-0007 Skylight Hills Construction Plans	ETJ	13001 & 13111 High Sierra	Creating the infrastructure of 11 residential lots	Waiting for Resubmittal
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Approval with conditions
SUB2023-0012 Springlake Lot 57 Replat	ETJ	100 Oakview Dr	Subdivide the existing tract of land into two newly platted tracts of land.	Approval with conditions
SUB2023-0011 Big Sky Ranch Phase 3 AP	CL	171 Sue Peak Loop	Amending plat to accommodate builders larger home designs.	Approval with Conditions
SUB2023-0016 520 Matzig Replat	ETJ	520 Matzig Cove	Modify drainage easement.	Approval with conditions
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	CL	Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Approval with conditions
SUB2023-0020 Driftwood Golf and Ranch Club, Phase 4 Final Plat	ETJ	Driftwood Ranch Drive	Subdivide into 20 lots.	Waiting for Resubmittal
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approved with conditions
SUB2023-0022 Cannon Ranch Phase 2 CP	CL	Rushmore Drive at Lone Peak Way	97 single family residential lots and 3 open space lots including construction of public roadways, utilities and storm drain infrastructure.	Waiting for Resubmittal
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting for Resubmittal
SUB2023-0030 Trailhead Market Parking, Fire Lane & Water Improvements	CL	249 Sportsplex Drive	Construct 16,250 sq. ft. pervious concrete parking lot, two fire hydrants, grading and fire lane striping.	Approved
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting for Resubmittal
SUB2023-0035 Parten Ranch Phase 6 & 7 Final Plat	ETJ	600 Two Creeks Lane	122 single family lots and 4 drainage/open space lots	Waiting for Resubmittal
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	ETJ	Carentan Cove at Kelsey Lane	11 single family lots	Approval with conditions
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Waiting for Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Waiting for Resubmittal
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Waiting for Resubmittal
SUB2023-0040 Amending Lots 31 & 32 in Bunker Ranch Phase 1	ETJ	687 Bunker Ranch Rlvd	Combine 2 lots into single 1.99 acre lot.	Under Review
SUB2023-0041 Cowboy Church Subdivision	ETJ	207 Darden Hill Road	Subdividing 7.319 acres into 1 single lot. Minor plat	Approval with conditions
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Waiting for Resubmittal
SUB2023-0043 Caliterra Phase 3 Section 10 Construction Plans	ETJ	Caliterra Parkway	22 single family lots and 2 open space lots	Waiting for Resubmittal
SUB2023-0044 Replat Lot 9 Block K Caliterra 2-7 Construction Plans	ETJ	Peakside Circle	Four lot replat.	Under Review
SUB2023-0045 Amended Final Plat Big Sky Ranch Phase 3	CL	171 Sue Peak Loop	Relocation of lot lines.	Under Review
SUB2023-0046 Heritage Phase 3 Construction Plans	CL	Sportsplex Drive		Under Review
SUB2023-0047 Heritage Amenity Center	CL	Roger Hanks Parkway		Under Review

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting on resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting on resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0007 Heritage Effluent Line Stage II Extension	CL	511 Mercer Street	Extension of the existing 12" effluent line north along RR12, along with an 8" effluent line that spans from Rob Shelton, across Hwy 290, and north to Heritage Stage 2	Approved w/ Conditions
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting on resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting on resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Waiting on resubmittal
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Approved w/ Conditions
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Waiting on resubmittal
SD2022-0039 Big Sky Ranch WWTP	CL	Sue Peaks Loop	Temporary Wastewater Treatment Plan and subsurface area drip disposal system to serve Big Sky Development	Approved w/ Conditions
SD2022-0041 Dripping Springs Urgent Care	CL	164 Belterra Village Way	Ground up development of an urgent care facility within the Belterra Commercial District	Approved w/ Conditions
SD2022-0042 Suds Brothers Car Wash	CL	610 W Hwy 290	Rapid car wash facility	Approved w/ Conditions
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	Waiting on resubmittal
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting on resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of tow additional duplexes w/ accompanying site improvements	Waiting on resubmittal
SD2023-0009 Paloma	CL	235 Sports Park Rd	Adding improvements to the site	Waiting on resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting on resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting on resubmittal
SD2023-0012 Ariza 290 West	ETJ	13900 W US Highway 290	Multifamily residential.	Waiting on resubmittal
SD2023-0013 10 Federal	ETJ	3975 US 290	Enclosed storage facility	Under Review
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting on Resubmittal
SD2023-0015 Silver Creek Hotel	ETJ	12800 Silver Creek Road	Hotel with parking, utilities, drives, detention and water quality.	Waiting on Resubmittal
SD2023-0016 Ledgestone Daycare	ETJ	12400 US Hwy 290	Daycare building with parking and drives in Ledgestone Commercial Development	Waiting on Resubmittal
SD2023-0017 OroBianco Mobile Food Unit - Driveways	CL	27713 RR 12	Driveway for gelato food truck.	Waiting on Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting for Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft Warehouse/office buildings	Under Review
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking	Under Review
SD2023-0021 Skye Headwaters	CL	201 Headwaters Blvd	senior living multi family development	Under Review
SD2023-0022 Sycamore Springs Middle School Expansion	ETJ	14451 Sawyer Ranch Road	4,500 sq ft expansion	Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	Meetings with DTJ
Cannon Mixed-Use	Pending resubmittal
PDD2023-0001 Madelynn Estates	New PDD
PDD2023-0002 Southern Land	New PDD
PDD2023-0003 ATX RR12 Apartments	New PDD

In Administrative Completeness	Filing Date
SUB2023-0007 Skylight Hills Construction Plans	4-Dec
SUB2022-0040 102 Bluff St Construction Plans	4-Dec
SUB2023-0043 Caliterra Phase 3 Section 10 CP	4-Dec
SD2022-0031 WHIM Corporate Site Plan	4-Dec
ADMIN2023-69 Sanctuary Dripping Springs	29-Nov
ADMIN2023-70 Driftwood Falls Estates Subdivision	13-Dec